

THE TEXACO CAR OF THE DECADES CONTEST (THE "CONTEST") OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR ODDS OF WINNING. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE OFFICIAL RULES.

1. **CAR SUBMISSION ENTRY PERIOD:** The period for entering the Contest begins at 8:00 AM EST on August 3, 2009, and ends at 7:00 PM EST on September 14, 2009. All entries must be received by 7:00 PM EST on September 14, 2009 to be eligible. Entries received after this date and time will not be considered.
2. **METHOD OF ENTRY:** To enter the Contest, go on the World Wide Web to www.texacocarofthedecades.com and submit your entry form and photographic entries online during the entry period. Contestants must (i) fill out the entry form with their first and last name, screen name and password, email address, and the car decade category in which they wish to enter each vehicle, and (ii) upload the required number of photographs. Each entry must include four aspect photographs and two optional photographs for each vehicle entered. Photographs must be submitted by decade of manufacture in one of the following categories:

1903 – 1909
1910 – 1919
1920 – 1929
1930 – 1939
1940 – 1949
1950 – 1959
1960 – 1969
1970 – 1979
1980 – 1989
1990 – 1999
2000 – 2010

You must complete the entry form with all required information, for the entry to be eligible. Contestants may complete a voluntary profile that includes mailing address, daytime phone number, comments, and a list of cars the contestant has submitted. Completion of the voluntary profile is not required and will not improve a contestant's chances of winning. All entries become the property of Chevron, and no entries will be acknowledged or returned.

3. **ELIGIBILITY:** The Contest is open only to natural persons who are eighteen years of age or older and who are legal residents of the United States. To submit an entry, contestants must have title to each vehicle and must own at least a majority interest in each vehicle entered. There is no maximum number of vehicles that a contestant can enter into the contest. 2007 and 2008 contestants of the Texaco Car of the Decades may enter the 2009 Contest, however, the Decade and Grand Prize Winning vehicles from the 2007 and 2008 contests are not eligible to enter or win in the 2009 Contest. Employees and agents of Chevron and its respective affiliates and licensees, any prize sponsor, and any entity involved in the development, production, implementation, administration, or fulfillment of the Contest, and the immediate family members and those persons living in the same household of such persons, are not eligible to participate. By entering the Contest, contestants agree to comply with and be bound by these Official Rules and the decisions of the judges. Failure to comply with these Official Rules may result in automatic disqualification. In the event of a dispute as to the identity of a contestant, entries will be deemed made by the authorized account holder of the email address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. All entries must be submitted with a valid email account that may be identified with a natural person by appropriate independent means, including, without limitation, reverse domain name search. Any Winning entrant may be required to provide proof that the person is the registered account holder of the email address associated with the Winning entry. For purposes of these Official Rules, "receipt" of any online entry will be solely determined when the Contest administrator's website server records the entry data. Any automated computer form reply or

receipt (such as one confirming delivery of email) does not constitute actual receipt by the administrator of an entry form for purposes of these Official Rules. Chevron and its administrator are not responsible for online entries not received due to difficulty accessing the internet, computer malfunctions, telephone service outages, delays, busy signals, equipment malfunctions and any other technical difficulties. Chevron and its administrator are also not responsible for lost, stolen, undelivered, incomplete or late entries, defective or illegible entries, equipment malfunctions, technical problems relating to submissions or any other difficulties regarding the photographic entries.

4. **PHOTOGRAPHIC ENTRIES:** Photographs must be submitted in jpeg format and must be no less than 1024 pixels wide by 768 pixels high. Any photograph submission that does not fulfill these technical requirements will be rejected and will be ineligible. All photographs must be the original creative photographic work or property of the contestant and may not contain any materials that misappropriate or infringe any copyright, trademark, or any other intellectual property right of any other person or entity, or any other materials that may be restricted, prohibited, or limited by federal, state or local laws. All photographic entries and their content become the property of Chevron and will not be returned. Chevron may use all photographs submitted with Contest entries in any form for advertising and promotional purposes without compensation to contestants. Contestants agree to grant Chevron an exclusive, nontransferable license in the photographs for such purposes. Contestants retain all other rights in the photographs. Chevron, at its sole discretion, reserves the right to disqualify or destroy any photographic entry if the entry contains illegal, indecent, pornographic, sexually explicit content or otherwise offensive material such as aberrational behavior, graphic violence or drug abuse, or if such photographic entry contains material whose content is deemed at the sole discretion of Chevron to be unsuitable for public viewing or posting on the internet. In addition, inappropriate language in either photographic entries, contestant comments, or voter comments will be deleted if deemed inappropriate by Chevron, including foul language, negative comments without supporting statements about contestant's submissions, random comments, political, racial, or sexual comments unrelated to the cars or the contest, or comments out of malice and belligerent in nature.
5. **ONLINE VOTING:** Online visitors to <http://www.texacocarofthedecades.com> can browse and vote on posted vehicle entries beginning at 7:00 PM EST on September 14, 2009, and ending at 7:00 PM EST on October 12, 2009. Before voting, voters must register in the same manner described for contestants. Each individual may only register once to participate as a voter. Sponsor will remove any registrations suspected to be fraudulent or duplicate. **During the voting period, voters may only cast (1) one vote per individual vehicle entered in the Contest. Voters may also cast (1) one vote for each additional vehicle entered in the Contest. VOTERS MAY NOT CAST MORE THAN ONE VOTE FOR ONE PARTICULAR VEHICLE.** When a voter casts a vote for a particular vehicle, a cookie is placed on the voter's computer as part of the Contest's fraud prevention tools. The cookie prevents another vote from being cast from that computer for the same vehicle. If another vote is attempted to be cast from that computer for the same vehicle, the voter will receive an immediate notice on the screen stating that the voter has already cast a vote for that particular vehicle. The subsequent vote is automatically not accepted or counted for that vehicle. Users must agree to the terms of this Contest before submitting a vote. Sponsor will remove any vote suspected to be fraudulent until it can be verified. Automated fraud prevention tools are being utilized. If a fraudulent vote is suspected, a verification email will be sent to the email provided by the registrant. Registrant has two (2) business days to respond to the verification email. If no response is received or the vote cannot be verified, the vote will not be counted. Voters rate each vehicle entered by assigning from one to ten points for each vehicle entry on which they vote. One point represents the lowest rating. Ten points represents the highest rating. All online votes will be tallied on or about October 13, 2009. For each decade category, the entry receiving the highest total number of points will be deemed the Winner and a finalist for the Editor's Choice Grand Prize. Employees of Chevron, their licensees, their corporate parents, subsidiaries and affiliates, their advertising agencies, participating sponsors/promotional partners, and employees and the members of their immediate families or households are not eligible to vote. Chevron will delete any vote received from persons under the age of 13 in compliance with the Children's Online Privacy Protection Act.
6. **SELECTION OF WINNERS:** Winners of the Decade Prizes will be selected by online voting. At the conclusion of online voting, the Winners of the Decade Prizes will be deemed finalists. From such finalists, a panel of qualified judges chosen by Chevron in its discretion will select the Grand Prize Winner and two additional alternates (should the Grand Prize Winner become ineligible for any

reason). The panel shall choose the Winner based on the following criteria:

Condition (60 points) – The panel will use two categories of criteria depending on whether the car is in Original Condition or Modified Condition.

Original Condition – panel will evaluate based on period correctness and condition.

- **Interior condition (20 points)** – Interior must conform with the original specification.
- **Exterior condition (20 points)** – The paint must be the original color.
- **Under hood condition (20 points)** – Examples include the mileage, numbers matching, build sheet and dealer papers
- Further considerations include:
 - The panel will consider favorably any dealer installed or aftermarket accessories available during the specific model year.
 - The panel will consider unfavorably any modifications unavailable during the specific model year.

Modified Condition – The panel will evaluate based on uniqueness, attention to detail, innovation, and imagination. Any kind of modification is acceptable.

- **Interior condition (20 points)** – Any era, original or modern, is acceptable.
- **Exterior (20 points)** – Paint can be any color and should enhance the qualities of the original.
- **Under hood (20 points)** – The installation of modifications should display cleanliness and professional installation.
- Further considerations include:
 - The panel will consider favorably imaginative and creative designs that enhance the qualities of the original.
 - The panel will consider favorably modern innovations that people would want to own if a major manufacturer were to produce the design.

Intangibles (15 points) – The panel will evaluate intangible considerations including:

- Does the car introduce a new standard or solution adopted by other manufacturers?
- Does the car enjoy exceptional longevity in the marketplace?
- Does the car have superior performance in comfort, durability, handling, stability, cost, quality, safety, and speed, as compared to its model year peers?
- Does the car enjoy such popularity in modern culture that even the general public recognizes the car instantly?

Decadeness (15 points) – The panel will evaluate based on how the car represents the decade in which it was manufactured.

The Story (10 points) – evaluate the story (if any) behind each particular car. Examples include:

- A "barn find bargain"
- A car more than 50 years old that the original owner still owns?
- A celebrity car or a car that may have appeared in a famous movie?
- A car with an exceptional story.

Winners of each Decade Prize and the Grand Prize will be announced on the Contest site at or about 6:00 PM EST on November 16, 2009. Winners will be featured on www.texacocarofthedecades.com from November 16, 2009 through December 31, 2009. Decisions of Contest judges are final. Chevron shall pick the finalist in the event the same person wins in multiple categories. The judges will not discuss the individual photographs for any reason after the contest. Winners will be contacted via email. In the event a Winner declines prize or fails to return any completed documents and releases as required, Chevron may elect, at its discretion, to select an alternate Winner. If for some cause the alternate Winners are ineligible or cannot be reached, no additional Winner will be selected. The potential prize Winner must meet all eligibility requirements. There is a limit of one (1) Winner per household. All required documents, including

without limitation proof of ownership of the vehicle, must be completed and returned within ten (10) days from date of notification. Failure to comply with the foregoing prize acceptance and response requirements may cause a potential Winner to forfeit the prize. Return of a prize or prize notification as undeliverable may result in disqualification at Chevron's discretion. Decisions of Chevron with respect to the Contest are final.

7. **PRIZE & APPROXIMATE RETAIL VALUE:**

Decade Prize Winners: Each Winner of a Decade Prize* will receive \$250 worth of Texaco gift cards, a specially framed digital sketch of the Winning car by automotive artist Dwayne Vance, valued at \$1,800 and a case of Havoline motor oil. (Approximate retail value for each Decade Prize is \$2,100). ***The Decade Prize Winner who is selected as the Editor's Choice Grand Prize Winner will receive an upgraded framed digital color rendering of the Winning Car as part of the Grand Prize instead of the Decade Prize framed digital sketch.**

Editor's Choice Grand Prize Winner: The Editor's Choice Grand Prize Winner will receive a trip for two to the Skip Barber Two Day Driving School in either Georgia or Florida (winner's choice), Prize package consists of roundtrip coach class air transportation for winner and one(1) guest; hotel accommodations (one standard, double occupancy room) for 3 nights/4 days; rental car; \$500 spending money; \$1,000 worth of Texaco gift cards, a specially framed digital color rendering of the Winning car by automotive artist Dwayne Vance, valued at \$4,000 and a case of Havoline motor oil. (Approximate retail value of the Editor's Choice Grand Prize is \$11,725) Travel must be roundtrip. Winner must meet requirements of rental car (if part of the prize) or that portion of the prize will be forfeited. Chevron will determine the airline, hotel, and destination in its sole discretion. Spending money included as part of the Grand Prize may not be used for purchases of alcohol products. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, personal charges at lodging, security fees, taxes or other expenses or incidentals are the responsibility solely of Winner. If Winner is a minor, the travel companion must be a Winner's parent or legal guardian. Travel companions must execute liability/publicity releases prior to issuance of travel documents. Travel restrictions, conditions and limitations may apply. Sponsor will not replace any lost or stolen tickets, travel vouchers or certificates. The Prizes consist of only the items specifically listed. The Prizes do not include any item not specifically described in these Official Rules, and all additional expenses, if any, are the sole responsibility of Winner. The Prizes may not be transferred or assigned. No substitutions or cash equivalent or redemption will be made, except that Chevron reserves the right to award a prize of equal or greater financial value if any advertised prize (or any component thereof) becomes unavailable. Sponsor makes no warranty, either express or implied, regarding the use and enjoyment of the Prize. All Winners must show proof of ownership of their vehicle and of their age. If a prize is mailed, it will be with the prior written consent of the Winner; and therefore, the Winner assumes the risk of its loss. Chevron is not responsible for the safe or timely arrival of a prize. The prizes are expressly limited to the item(s) announced at the time the Contest is run and do not include taxes, gratuities or any other expenses. Other restrictions may apply.

8. **ODDS OF WINNING:** Odds of winning depend on the number of eligible entries received.

9. **SPONSOR DECISIONS:** Chevron reserves the right to disqualify any participant or Winner and may refuse to award any prize to a person who is ineligible or has violated any rule, gained unfair advantage in participating in the Contest, or obtained Winner status using fraudulent means. All decisions affecting the Contest made by Chevron are final.

10. **RELEASE:** Prior to awarding any prize, Chevron, in its sole discretion, may require Contest Winners to sign a liability release agreeing to hold Chevron, its corporate licensee, its corporate parent, subsidiaries and affiliated corporations, and the officers, shareholders, directors, employees, agents and representatives of each of them harmless against any and all claims or liability arising directly or indirectly, including any physical injuries, from participation in the Contest or the Contest prize. Except as prohibited by law or regulation, a Winner's acceptance of a prize will constitute permission for Chevron to use such Winner's name, address (city and state only), statements, biography, photograph, voice and/or likeness for all advertising and promotional purposes relating to the Contest without compensation, consideration, review or consent. Photographs may be displayed on the official Texaco website, www.texaco.com, or other related Chevron web properties, at the sole discretion of Chevron. Except as used by Chevron, all contestants, including Winners, will retain the rights to their work.

11. **Limitation of Liability:** Each participant, as a condition of participating, releases and agrees to indemnify and hold harmless Sponsor, their respective parents, affiliates, subsidiaries, related companies, advertising and promotion agencies and all of their respective directors, officers, employees, representatives, agents, successors and assigns from any and all liability for any injuries, loss or damage of any kind to person(s), including death, and property, arising in whole or in part directly or indirectly, from acceptance, possession, use or misuse of a prize or participation in any Contest related activity, or participation in this Contest. The winner shall bear all risk of loss or damage to his/her prize after it has been delivered.

12. **GENERAL RULES:** The Contest is void in any jurisdiction where prohibited. Contestants agree to be bound by these rules, which are final and binding in all respects. Chevron reserves the right in its sole discretion to cancel, terminate, modify or suspend this Contest or any drawing and may conduct a drawing and select a Winner from among all entries received prior to the action taken. All U.S. federal, state and local laws and regulations apply. Chevron is not responsible for any typographical or other error in the printing of the offer, administration of the Contest or in the announcement of the Prizes. Purchase or acceptance of a product offer is not necessary to enter the Contest and does not improve your chances of winning. Sponsor is not responsible for incomplete, lost, late, damaged, illegible or misdirected email or for any technical problems, malfunctions of any telephone lines, computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Chevron assumes no responsibility for undeliverable emails resulting from any form of active or passive email filtering by a user's internet service provider and/or email client or for insufficient space in user's email account to receive email. Chevron is not responsible for any damage to any participant's, or any other persons, computer system/software related to or resulting from participation or downloading any materials in this promotion. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. If, for any reason, the Contest cannot be conducted as planned by reason of infection by computer virus, unauthorized intervention, technical failures, or any other causes beyond the control of Chevron which, in the sole opinion of the Chevron, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Chevron reserves the right in its sole discretion to cancel, terminate, modify or suspend this Contest or any drawing and may conduct a drawing and select a Winner from among all entries received prior to the action taken. Contestants are required to provide truthful information. Chevron will reject and delete any entry that it discovers to be false or fraudulent. Chevron will disqualify any entry from individuals who do not meet the eligibility requirements, and Chevron will also delete any entry received from persons known to be under the age of 13, in compliance with the Children's Online Privacy Protection Act. Chevron Corporation, in its sole discretion, reserves the right to disqualify any person tampering with the entry process, the operation of the Chevron Corporation Family of websites, or otherwise in violation of the rules. Chevron reserves the right to make changes in the rules of the Contest including the substitution of a prize or prizes of equivalent value, which will become effective upon announcement. The determination of eligibility of entries and any interpretation of these rules is at the sole discretion of Chevron, and shall be final and binding upon all contestants

13. **Arbitration/Choice of Law:** Except where prohibited, participants in the Contest agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or any prizes awarded, or the administration of the Contest or the determination of winners, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration, to take place in the State of California, U.S.A. pursuant to the Rules of the American Arbitration Association, then effective, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest but in no event attorneys' fees; and (3) under no circumstances will a participant be permitted to obtain awards for and participants hereby waive all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant(s) and Sponsors in connection with the Contest, shall be governed by, and construed in accordance with the laws of the State of California without regard to conflicts of law doctrine.

14. **INTERNET CONTEST PRIVACY POLICY AND TERMS OF SERVICE:** By use of this website and by entering the Contest, you agree to Chevron's Website Terms of Service Agreement and to the use of your personal information as described in the Privacy Policy located at www.texacocarofthedecades.com.
15. **TAXES:** Any valuation of the Prize stated above is based on available information provided to Chevron, and the value of any Prize awarded to a Winner may be reported for tax purposes as required by law. An IRS Form 1099 will be issued for all prizes with a retail value in excess of \$600. The Winner is solely responsible for reporting and paying any and all applicable taxes. The Prize is not transferable, redeemable for cash or exchangeable for any other prize.
16. **SPONSOR:** The Sponsor of the Contest is Chevron Products Company, 6001 Bollinger Canyon Road, San Ramon, California 94583.
17. **WINNER NAMES:** A complete copy of the 2009 Texaco Car of the Decades Contest rules and a list of all Winners (when complete) are available at www.texacocarofthedecades.com. For the name of the Winner, send a self-addressed, stamped (#10) envelope to: Chevron Products Company, Texaco Car of the Decades, 6001 Bollinger Canyon Road, San Ramon, CA 94583, to be received by November 30, 2009.

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