

OFFICIAL RULES

EXTRAMILE LABOR DAY SWEEPSTAKES

**NO PURCHASE NECESSARY TO ENTER OR WIN
A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.
VOID WHERE PROHIBITED OR BY LAW.**

The **EXTRAMILE LABOR DAY SWEEPSTAKES** (the “Sweepstakes”) is sponsored by ExtraMile Convenience Stores LLC (“Sponsor” and “Administrator”), 3875 Hopyard Road, Suite 240, Pleasanton, CA 94588.

- 1. SWEEPSTAKES PERIOD:** The “Sweepstakes Period” will begin at 12:00:00 AM (midnight) Pacific Time (“PT”) on **September 7, 2026** and will end at 11:59:59 PM PT on **September 13, 2026**.
- 2. ELIGIBILITY:** The Sweepstakes is open only to legal U.S. residents of the states of **AL, AZ, CA, GA, ID, LA, MS, NV, OR, UT, WA** who are 18 years of age or older (19 years of age or older in Alabama) at the time of entry.

Employees of Sponsor/Administrator, Chevron Products Company, a division of Chevron U.S.A. Inc., and each of their respective parent, subsidiary, affiliate companies, participating locations, franchisees and franchisees’ employees, distributors and advertising, promotion and production agencies, and employees and the members of each of their immediate family (e.g., spouse, parent, child, sibling, and the “steps” of each) and persons living in the same household of each (collectively referred to as “Sweepstakes Entities”) are not eligible to enter or win. All applicable federal, state and local laws and regulations apply. Participation in the Sweepstakes by the entrant constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor/Administrator’s decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth in these Official Rules.

- 3. HOW TO ENTER THE SWEEPSTAKES:** There are two (2) ways to enter:
 - (i) During the Sweepstakes Period, Sponsor will post on the @chevronextramile Instagram account (a “Post”). An eligible entrant (“Entrant”) must then like the individual Post, tag three (3) friends in the caption of the Post and follow both the ExtraMile Instagram Account and any other brand’s Instagram Account mentioned in the Post (the “Entry”).
 - (ii) During the Sweepstakes Period, Sponsor will post on the ExtraMile Extras Facebook account (a “Post”). An eligible entrant (“Entrant”) must then like the individual Post, leave a comment on the Post and add both the ExtraMile Extras and any other brand’s Facebook Account mentioned in the Post to their home page feed (the “Entry”).

Limit: Regardless of entry method, there is a limit of one (1) entry per person per Sweepstakes Period. Additional attempts to submit an entry from the same person or account are void and may result in disqualification.

By entering the Sweepstakes, Entrant hereby agrees to be bound by the terms and conditions of these Official Rules. Sponsor may disqualify any Entries that are deemed to contain unsuitable material in Sponsor's sole discretion. (i.e., Entries may not be obscene, indecent, or otherwise offensive as determined by Sponsor).

The Entrant must have a non-private Instagram or Facebook account to enter the Sweepstakes and must be a follower of @chevronextramile and any collaborating brand's Instagram Account, or add the ExtraMile Extras and any collaborating brand's Facebook Account to their home page feed, if applicable, until **September 23, 2026**, for winner notification purposes to be eligible to win/claim the Prize, as set forth in Section 6.

If an Entrant does not have a non-private Instagram or Facebook account, he/she can create one at no cost at www.instagram.com or www.facebook.com and must comply with their Terms of Use and Privacy Policies.

Message & Data Rates may apply to each message sent or received using a mobile device. Other charges may apply. Entrants should check their mobile plan for rates and other details. Once an Entry has been posted, it may not be deleted, edited or modified by the Entrant.

4. **WINNER SELECTION:** On or about **September 14, 2026**, Sponsor/Administrator will randomly select three (3) potential Prize winners from among all eligible Entries received during the Sweepstakes. The potential winners will be notified within five (5) business days after the drawing date. The potential winners will be provided with instructions on how to claim his/her Prize as set forth in Section 6 of these Official Rules, subject to verification of eligibility and compliance with these Official Rules.

5. PRIZE, APPROXIMATE RETAIL VALUE ("ARV"), AND ODDS OF WINNING:

Grand Prize: Three Grand Prizes will be awarded consisting of one (1) Flock-branded cooler, one Flock-branded hat, and one (1) case of Flock Crisps & Sticks. Approximate Retail Value (ARV) of each Grand Prize is \$300.

Prize is not transferable or substitutable except that Sponsor may, in its sole discretion, substitute a prize with one of equal or greater value. All costs and expenses not included above, e.g., federal, state, or local taxes, are solely the responsibility of each winner. Sponsor reserves the right, in its sole discretion, to disqualify and randomly select an alternate potential winner (a) in the event a potential winner is unreachable; the prize notification not being responded to or returned as undeliverable results in the winner being classified as unreachable; (b) a potential winner declines acceptance of a Prize; or (c) in Sponsor's determination, a potential winner has not complied with these Official Rules. Odds of winning depend on the number of entries received in the Sweepstakes. Limit of one (1) prize per person/household.

6. **WINNER NOTIFICATION AND VERIFICATION:** Each potential winner will be contacted by a Direct Message to his/her Instagram Account or if the Entrant entered via Facebook, a Private Message to his/her Facebook Account, with instructions on how to claim a Prize and will be given a deadline of seventy-two (72) hours to respond to the message. If any potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept a prize, or in the event that a winner fails to return any required Direct Message or Private Message response or email within the seventy-two (72) hour-deadline of the first notification attempt, the prize will be forfeited without further notification. If a prize is

forfeited for any reason, Sponsor will randomly select an alternate potential winner, from the remaining pool of eligible entries received during the Sweepstakes. Sponsor will conduct as many alternate winner selections until the prize is awarded. Each potential winner may be required to furnish proof of identification and other proof of eligibility under these Official Rules. Sweepstakes Entities shall not be responsible or liable for entries that are entered by other than human means (such as by an automated computer program or other non-human mechanism, entity or device), in excess of the stated limit, or for entries that are late, forged, destroyed, lost, misplaced, stolen, misdirected, tampered with, incomplete, deleted, damaged, garbled, or otherwise not in compliance with the Official Rules, and all such entries will be disqualified. The right to receive a prize is non-assignable, non-transferable and no prize substitution, exchange or cash equivalent will be allowed, except by Sponsor who reserves the right to substitute a prize of equal or greater value in case of the unavailability of a prize or force majeure. Federal, state and local taxes, if any, are solely the responsibility of each winner. Sponsor/Administrator will issue an IRS Form 1099-MISC for each winner whose prize is valued at \$600 or more. ARVs are as of the time the Official Rules were printed and the value of the prize may fluctuate. A winner is not entitled to any difference between the ARV and the actual value of the prize at the time the prize is awarded. All other costs and expenses not expressly set forth herein shall be solely each winner's responsibility. The Sweepstakes Entities shall not be held responsible for any delays in awarding a prize for any reason. Prizes will only be awarded to verified winners.

- 7. LIMITATION OF LIABILITY:** By participating in this Sweepstakes, Entrants agree that the Sweepstakes Entities, Instagram, Facebook/Meta and each of their respective affiliates, parents, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, members, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/Internet/Website/UseNet accessibility, availability or traffic congestion; (iv) any technical, mechanical, programming, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Website; (vii) any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting a Prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules.

By entering the Sweepstakes, each Entrant agrees: (i) to forever and irrevocably release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) his or her preparation for, travel to, or his or her participation in the Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the Entrant's entries (b) acceptance, possession, use, or misuse of a prize (or any component thereof).

If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor and Administrator reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of a winner in a manner it deems fair and reasonable, including the selection of a winner from among entries received prior to such cancellation, termination, modification or suspension. Entrants waive any right to claim ambiguity in these Official Rules. In no event will more prizes be awarded than are stated in these Official Rules. In the event that due to technical, typographical, human, mechanical or other errors, there are more potential winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winner.

Without limiting the foregoing, everything regarding this Sweepstakes, including the Prizes, are provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement.

- 8. DISPUTES:** Except where prohibited, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively in accordance with the laws of the State of California, without regard to its choice of law rules, and consent to the jurisdiction and venue of the federal, state and local courts located in Contra Costa County, California; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California. Entrants agree that the statute of limitations for asserting any claims with respect to this Sweepstakes shall be no longer than a period of one (1) year from the time the cause of action accrued, or the cause of action shall be forever barred.
- 9. PRIVACY POLICY:** Any personal information collected during an Entrant's participation in this Sweepstakes will be collected by Sponsor or its agent and used by Sponsor and its affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Sweepstakes as described in these Official Rules and in accordance with Sponsor's Privacy Policy as stated at https://www.chevrontexacorewards.com/en_us/home/mobile-app-privacy-statement.html. Sponsor may use and disclose Entrant's personal information as described below in Section 10 (Publicity Rights) if Entrant is selected as a winner. By entering this Sweepstakes, each Entrant consents to Sponsor using and sharing information in these ways.
- 10. PUBLICITY RIGHTS:** By participating in the Sweepstakes and/or accepting a prize, Entrant agrees to allow Sponsor and/or Sponsor's designee the perpetual right, where lawful, to use his/her name, Instagram Account/name, Facebook Account/name, biographical information, photos and/or likeness, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered,

worldwide, including but not limited to on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law. **IF ENTRANT IS CHOSEN AS A WINNER, ENTRANT'S PERSONAL IDENTIFYING INFORMATION MAY BE DISCLOSED TO THIRD PARTIES INCLUDING, WITHOUT LIMITATION, PLACING ENTRANT'S NAME ON A WINNERS LIST.**

- 11. GENERAL:** By entering this Sweepstakes, Entrants agree to abide by and accept these Official Rules throughout the Sweepstakes Period and the decisions of Sponsor and Administrator, which shall be final and binding in all matters relating to this Sweepstakes. In the event of a dispute as to the identity of a winner, the winning entry is the natural person who is assigned the Instagram account or the Facebook account. Sponsor/Administrator reserves the right, to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Sweepstakes; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to annoy, harass, abuse or disrupt any person or the normal operation of this Sweepstakes. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Sweepstakes will void any attempted participation effected by such methods and any individual suspected of utilizing such methods will be disqualified, in Sponsor/Administrator's sole discretion. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** All materials submitted become the property of Sponsor and will not be returned and no communication will be entered into. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any Sweepstakes-related Materials (including but not limited to point of sale, television, and print advertising, promotional packaging, and other promotion media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

- 12. WINNER LIST:** Any person wishing to receive a list of verified winners must send a self-addressed, business sized, properly stamped envelope to Administrator: **ExtraMile Labor Day Sweepstakes Winner List Request, 3875 Hopyard Road, Suite 240, Pleasanton, CA 94588.** Requests must be received no later than **October 15, 2026.**

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Instagram or Facebook/Meta.

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