

## **2024 Chevron Houston Marathon Run for a Reason Charity Challenge OFFICIAL RULES**

The 2024 Chevron Houston Marathon Run for a Reason Charity Challenge (“Contest”) presented by the Houston Marathon Committee, Inc. (“HMC”).

**ELIGIBLE CHARITIES:** To be eligible for the Contest, an organization must be part of the 2024 Chevron Houston Marathon Run for a Reason Charity Program (“Charity Program”), have a presence in Texas, and have not won the most recent 2023 Chevron Houston Marathon Charity Contest. The 2024 Chevron Houston Marathon Run for a Reason charities (“Charity Organization/s”) were selected in November 2022, prior to the 2024 Chevron Houston Marathon, Aramco Houston Half Marathon and We Are Houston 5K race season (“Events”).

**INELIGIBLE CHARITIES:** The following charities from the Charity Program are ineligible for the Contest in accordance with the above eligibility requirements: The Arbor School (2023 Winner), Houston Haven (2023 Winner), Addi’s Faith Foundation (2023 Winner). Additionally, the Houston Marathon Foundation (“HMF”) is not eligible because of its relationship to the HMC. Charities that win the 2024 contest must “sit out” of the contest the following year before being eligible to win again.

**CONTEST DATES:** The Contest will run (the “Voting Period”) from November 28, 2023, 12:00 a.m. CT – December 8, 2023, at 11:59 p.m. CT.

**THE PRIZE:** Chevron will donate \$25,000 to each of three Charity Organization winners (the “Contribution”), for a total monetary contribution of \$75,000 to the Contest.

**PRIZE CATEGORIES:** The Contribution shall be awarded to the winner in the following three categories:

- 1. MOST MONEY RAISED BY A SINGLE CHARITY ORGANIZATION ON GIVING TUESDAY (NOVEMBER 28, 2023, 12:00AM - 11:59 PM).**
- 2. MOST MONEY RAISED BY A SINGLE CHARITY ORGANIZATION DURING THE CONTEST PERIOD.**
- 3. HIGHEST NUMBER OF DONATIONS MADE BY UNIQUE INDIVIDUAL DONORS DURING THE CONTEST PERIOD.**

**DONATING AND VOTING RULES:** By participating in the Contest, each participant agrees to be bound by the terms of these Official Rules. The HMC is not responsible for late, incomplete, void, corrupted, misdirected, or otherwise erroneous votes, donations or for any problems, malfunctions or technical difficulties that arise during the voting process. Any incomplete votes or donations will be void. The following rules apply to each prize category.

- 1. MOST MONEY RAISED BY A SINGLE CHARITY ORGANIZATION ON GIVING TUESDAY (NOVEMBER 28, 2023, 12:00AM - 11:59 PM).**

- a. All donations made to a Charity Organization via the official Charity Program online fundraising platform will be applied to a Charity Organization’s final fundraising total for the Contest.
- b. Only donations made online will be counted towards the Charity Organization’s total. No offline donations will be accepted.
- c. Corporate Partnership Program Partner donations made during the Contest period will not count toward the fundraising total for the Contest.
- d. To donate during the Contest Period each donor should do the following:
  - i. Visit the Contest link included below and found on the <https://www.chevronhoustonmarathon.com/charity-challenge/>, Facebook page, and Instagram.
  - ii. Visit the donation Page: [2024 RFAR Donation Page](#) - scroll down to find the charity you support or search for the individual fundraiser you intend to support.
  - iii. Complete the donation form by donating to the charity or individual fundraiser that you would like to support.
  - iv. Each donation amount will be added to the Charity Organization’s fundraising total for the contest.

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**2. MOST MONEY RAISED BY A SINGLE CHARITY ORGANIZATION DURING THE VOTING PERIOD.**

- a. All donations made to a Charity Organization via the official Charity Program online fundraising platform will be applied to a Charity Organization’s final fundraising total for the Contest.
- b. Only donations made online will be counted towards the Charity Organization’s total. No offline donations will be accepted.
- c. Corporate Partnership Program Partner donations made during the Contest period will not count toward the fundraising total for the Contest.
- d. To donate during the Contest Period each donor should do the following:
  - i. Visit the Contest link included below, and found on the <https://www.chevronhoustonmarathon.com/charity-challenge/>, Facebook page, and Instagram.
  - ii. Visit the donation Page: [2024 RFAR Donation Page](#) - scroll down to find the charity you support or search for the individual fundraiser you intend to support.
  - iii. Complete the donation form by donating to the charity or individual fundraiser that you would like to support.
  - iv. Each donation amount will be added to the Charity Organization’s fundraising total for the contest.

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**3. HIGHEST NUMBER OF DONATIONS MADE BY UNIQUE INDIVIDUAL DONORS DURING THE VOTING PERIOD.**

- a. Each individual donation made to a Charity Organization via the official Charity program online fundraising platform will be used to determine a Charity Organization’s final unique individual donor total.

- b. Only donations made online will be counted towards the Charity Organization's total. No offline donations will be accepted.
- c. To donate during the Voting Period each participant should do the following:
  - i. Visit the Contest link included below, and found on the <https://www.chevronhoustonmarathon.com/charity-challenge/>, Facebook page, and Instagram.
  - ii. Visit the donation Page: [2024 RFAR Donation Page](#) - scroll down to find the charity you support or search for the individual fundraiser you intend to support.
  - iii. Complete the donation form by donating to the charity or individual fundraiser that you would like to support.
  - iv. Each individual donation made to a Charity Organization via the official Charity program online fundraising platform will be used to determine a Charity Organization's final unique individual donor total for the contest.

**WINNER SELECTION:** Three winning Charity Organizations will be chosen using the methods set forth above. Each Charity Organization is eligible to win only one (1) category. The winner of each category will be notified by phone and email on or before January 5, 2024. Each winning Charity Organization will receive a check in the amount of \$25,000 from the Houston Marathon Foundation by April 30, 2024.

If a Charity Organization wins in more than one category, prizes will be awarded in the following order:

1. MOST MONEY RAISED BY A SINGLE CHARITY ORGANIZATION ON GIVING TUESDAY (NOVEMBER 28, 2023, 12:00AM - 11:59 PM).
2. MOST MONEY RAISED BY A SINGLE CHARITY ORGANIZATION DURING THE CONTEST PERIOD.
3. HIGHEST NUMBER OF DONATIONS MADE BY UNIQUE INDIVIDUAL DONORS DURING THE CONTEST PERIOD.

Once a Charity has won one (1) category, they will be removed from the Contest and the prizes will be awarded to the next Charity Organization on the list.

**CHARITY ORGANIZATIONS REQUIREMENTS:** Details regarding the announcement of the Contest winners are to be mutually agreed upon once more information is available. Additional details shall be sent to each winning Charity Organization upon notification of winning. In addition, each winning Charity Organization agrees to sign an addendum to these official rules acknowledging restrictions on how the winning Prize Contribution shall be utilized.

**RELEASE:** By participating in the Contest, as a Charity Organization, Voter, or Donor ("participant"), participant agrees to these Official Rules and to be bound by the decisions of the HMC. In addition, by partaking in the Contest, each participant agrees to release, defend, hold harmless and indemnify the HMC, the HMF, all official sponsors, contractors, vendors, and the respective affiliates, subsidiaries, directors, officers, employees, contractors, agents and volunteers of all of the foregoing, and their respective heirs, executors, administrators, successors and assigns

Commented [AR3]: Was Feb 26, 2021 in previous – extended to fiscal YE bc we were late on this in the past

against any and all liability, damages or causes of action (however named or described), with respect to or arising out of any injuries, losses, or damages of any kind arising out of the Contest and/or caused by the acceptance, possession, use or misuse of the prize awarded in the Contest, including but not limited to any claims for damage to property, personal injury, death or claims based on defamation, rights of privacy, rights of publicity.

The HMC shall not be liable to any Charity Organization (or any person acting or claiming on behalf of the winning organization) for failure to award the winning Contribution or any part thereof, for any reason out of the HMC's reasonable control, including without limitation, any acts of God, war, strikes or labor disputes, embargoes, government orders or any other occurrence ordinarily considered a force majeure event.

Charity Organizations, Voters and Donors participate in the Contest at their own risk. The HMC shall not be liable to any entrant for damages arising out of (i) any printing or typographical errors in these Official Rules or any other materials associated with the Contest or the Charity program; or (ii) any errors in the administration of the Contest, including, without limitation, the processing of votes. The HMC is not responsible for and shall not be liable for any condition caused by events beyond its control that may cause the Contest to be disrupted.

Acceptance of the winning Contribution by a Charity Organization constitutes a grant by that Charity Organization to the HMC, its successors, agents and assigns a perpetual, non-revocable right to: (i) use that organization's name and/or logos, and (ii) take photographs and/or video of that organization and/or its people and to make originals and copies of, and to copyright and use, same, for purposes of advertising and promoting the Contest, the Events and Charity Program through other media outlets (television, radio, online) without further compensation, except where prohibited.

**GENERAL:** The HMC reserves the right, in its sole discretion, to amend, change, cancel or suspend the Contest, or any portion of the Contest, at any time and for any reason and randomly award the winning Contribution identified above from among eligible Charity Organizations at the time of such action, should a virus, bugs, malicious tampering or other causes beyond the control of the HMC occur.

The HMC reserves the right, in its sole discretion, to disqualify from the Contest any Charity Organization found or suspected to be: 1) tampering with the Contest or the operation of the Contest, or 2) acting in violation of these Official Rules. Any attempt by a Charity Organization or individual to undermine the legitimate operation of the Contest process may be in violation of criminal and civil laws, and the HMC reserves the right to seek damages from any such entrant to the fullest extent permitted by law.

The HMC reserves the right to amend or change the Official Rules at any time, in its sole discretion. Amendments will be posted on the HMC's website. By participating in the Contest, each participant consents to be bound by any and all amendments that may be made.

The decisions of the HMC are final and binding on all matters relating to the Contest.

**CHOICE OF LAW:** Under no circumstances will a participant in the Contest be permitted to obtain awards for, and each participant hereby waives all rights to claim punitive, incidental, or consequential damages, or any other damages, including attorneys' fees, and each participant further waives all rights to have damages multiplied or increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participating organizations and individuals and the HMC in connection with the Contest, shall be governed by, and construed in accordance with, the substantive laws of the State of Texas, without regard to Texas' choice of law rules. All proceedings shall take place in Harris County, Texas.