

Tesoro Gallons for Grades Program Terms and Conditions

Aug 25, 2009

BEFORE SUBMITTING YOUR GRADE REPORT YOU SHOULD CAREFULLY READ THESE TERMS AND CONDITIONS. By clicking "I Accept" on the submission page and participating in the Tesoro Gallons for Grades Program, you accept the following Tesoro Gallons for Grades Program Terms and Conditions ("Terms and Conditions"):

Overview of the Tesoro Gallons for Grades Program: The Tesoro Gallons for Grades Program (or "Program") is sponsored by Tesoro Refining and Marketing Company (or "Tesoro"). Subject to the terms and conditions spelled out below, qualified participants ("Participants") may submit an accurate copy of one (1) report card or transcript from junior high, high school or college that was issued during the period beginning August 15, 2009 and ending June 30, 2010 (report cards and transcripts are hereinafter referred to as "Grade Reports"). An accurate copy of the Grade Report must be sent to Tesoro no earlier than June 1, 2010 at 12:00:01 a.m. (EST) and no later than August 31, 2010 at 11:59:59 p.m. (EST) if sent through the Web Site (defined below), or if mailed, postmarked no later than August 31, 2010 and received no later than September 14, 2010. If the Grade Report shows that the Participant has a grade average of A, the Participant will be entitled to receive a Ten Dollar (\$10.00) Tesoro reward card ("reward card") or if the Participant has a grade average of B, the Participant will be entitled to receive a Five Dollar (\$5.00) reward card. The reward card can be used for gasoline, diesel fuel, food or merchandise sold at any participating Tesoro retail location.

Qualifying. Qualified Participants are those individuals who are at least thirteen (13) years old but not older than twenty three (23) years old and reside in the States of Alaska, Hawaii, California, Nevada, Oregon, Washington, Idaho, Utah, Colorado, North Dakota, South Dakota, Minnesota and Wyoming. **If the Participant is at least 13 years old and under 18 years old, a parent or legal guardian will need to submit the Grade Report on behalf of the Participant.** Internet access and an email address are required for participation. Communications from Tesoro will come from a www.TesoroGallonsForGrades.com and email programs should be adjusted to permit these messages to be delivered and not blocked by spam filters. **Void where prohibited by law.**

The Program is open to individuals only. Corporations, associations, school organizations or other groups may not participate in the Program.

Submission. Beginning on June 1, 2010, Participants may submit a Grade Report to Tesoro in the manner provided below.

1. To submit, simply go to www.TesoroGallonsforGrades.com (the "Web Site") and follow the submission instructions. The submitter will be required to verify that he or she is at least eighteen (18) years of age and has read and understands the Terms and Conditions and will need to provide their email address, mailing address and phone number. If Participant is a minor, a parent or guardian must submit a Grade Report on Participant's behalf. **USE THE WEB SITE AT YOUR OWN RISK (SEE THE GENERAL TERMS FOR USING THE WEB SITE BELOW).**

During the submission process, Participants will be given the opportunity to opt into receiving advertising, marketing materials and other communications from Tesoro. To opt-out of receiving such advertising and marketing materials, contact tsocustomer@tsocorp.com or by phone call toll free 1-877-777Tesoro (1-877 783-7676).

2. The Web Site will provide instructions to upload your Grade Report OR print a Gallons for Grades Official Submission Form ("Form") to mail in with the copy of your Grade Report.

Privacy Policy: The information provided by the Participant on the Web Site and during the registration process will be handled according to the Tesoro Privacy Policy. If a Participant is interested in learning more about Tesoro privacy practices, please visit <http://www.tsocorp.com/TSOCORP/TesoroRedirect/TESOROPRIVACYPOLICY>. In addition, if you opt into receiving advertising and marketing materials, Tesoro may share demographic information (but not names or contact information) with providers of those materials in which case we will require such third parties to agree to treat your information in accordance with the Tesoro Privacy Policy.

Qualifying Grade Report: The Grade Report must be issued by a junior high school, high school, or college. Grade Reports from professional schools (e.g., driving school, beauty school, massage therapy school, bar tending school) do not qualify. Grade Reports from learning centers (e.g., after school tutors, special language instruction or other supplementary programs) do not qualify. Grade Reports from schools for extracurricular activity (dance or ballet school, art school, sports academy) do not qualify. Tesoro reserves the right, in its sole discretion, to

determine whether the report card or transcript is issued by an institution that meets the requirements of this Program.

Submission of Grade Report. Participants must submit an accurate copy of a Grade Report no earlier than June 1, 2010 at 12:00:01 a.m. (EST) and no later than August 31, 2010 at 11:59:59 pm (EST) if sent through the Web Site (defined below), or if mailed, postmarked no later than August 31, 2010 and received no later than September 14, 2010. The Grade Report must be for a grading period occurring no earlier than August 15, 2009 and no later than June 30, 2010. There are two (2) methods to submit the accurate copy of a Grade Report.

- If you are submitting a Grade Report through the Web Site, simply follow the instructions to upload your Grade Report. The file must not exceed 1 MB and must be in one of the following file formats: PDF, JPG or GIF.
- If you are submitting a Grade Report via mail, follow the instructions to create a customized Grade Form. Print the Form. Then, mail the Form with an accurate copy of your Grade Report to: Gallons for Grades, PO Box 3894, Grand Central Station, New York, NY 10163.

Only one (1) submission per person, regardless of method. **Grade Reports submitted to Tesoro will become property of Tesoro and will not be returned to the Participant. Please submit only copies as original Grade Reports will not be returned to the Participant. Participant assumes all risk of loss, damage, delay or misdirection of materials submitted to Tesoro under this program. Tesoro is not responsible for materials lost in the mail or that are not delivered for insufficient postage; proof of mailing to Tesoro does not constitute proof of delivery or receipt by Tesoro.**

Tesoro reserves the right to verify grades with the institution issuing the Grade Report. If Tesoro is unable to verify grades, Tesoro may, in its discretion, determine that a Grade Report does not qualify for this Program.

Conversions of Grades: For purposes of the Program, Tesoro utilizes the following grade conversions to determine if a Participant qualifies for an 'A' average or a 'B' average:

Average Total Grade	Conversion	Reward Card Amount
A+, A, A-	'A' average	\$10.00
3.4; 3.5; 3.6; 3.7; 3.8; 3.9; 4.0 out of 4.0	'A' average	\$10.00
90 to 100 out of 100	"A" average	\$10.00
B+, B, B-	'B' average	\$5.00
3.0, 3.1, 3.2, 3.3 out of 4.0	'B' average	\$5.00
80 to 90 out of 100	"B" average	\$5.00

If the Grade Report does not utilize the grading systems described above, submit a brief explanation of the grading system with your report card or transcript. Tesoro reserves the right to evaluate the grades shown on Grade Reports to determine, in Tesoro's sole discretion, how to convert individual grading systems into the 'A' average and 'B' average required to obtain reward cards in the Program.

Issuance of reward card. The reward card will be issued and mailed to the mailing address you have provided during the submission process. Tesoro is not responsible for reward cards or other rewards or communications that are issued and not received due to a Participant's incorrect address or change of address or other contact information. The reward card(s) will be mailed in approximately 8 to 12 weeks immediately following the conclusion of the submission period. The reward cards will not expire. **See General Terms for the reward card below.**

The award of a reward card may result in taxes which shall be the sole responsibility of the Participant.

Status. For information about an individual account or any other program-related questions or information contact Tesoro Customer Service by mail at: 19100 Ridgewood Parkway, TX1-061 – Customer Care, San Antonio, TX 78259 or by email at tsocustomer@tsocorp.com. By phone, call toll free: 1-877-7TESORO (1-877-783-7676). A participant may cancel his or her participation at any time by notifying Tesoro Customer Service by mail, email or telephone.

General Terms & Conditions.

Tesoro's trademarks, logos, service marks and trade names, including the Tesoro® and Gallons for Grades® trademarks and logos, are proprietary to Tesoro.

General Terms for Using the Web Site: Tesoro shall not be liable for and is not responsible for the inability to submit Grade Reports or verify status of submission on the Web Site or for loss of any information provided to the

Web Site resulting from printing or computer error, omission by, interruption of, deletion by, or defect in the Web Site or the Program or resulting from delay or interruption in operations or transmission (including any line or satellite transmission failure) or resulting from unauthorized access to or alteration of (including, without limitation, alterations caused by hacking or viruses) the Web Site or Program. Tesoro shall not be liable for and is not responsible for the consequences of any human error, incorrect or inaccurate transcription or transmission of information in running the Program or for the consequences of any failure or defect in the programming or equipment associated with running the Program. Tesoro shall not be liable or responsible for any damage to any network, communications or electronic equipment, or computer hardware or software of Participant or any loss of data or information of Participant resulting from use of the Web Site. Tesoro shall not be liable or responsible to Participant for any loss of report cards, transcripts or reward cards or other awards resulting from any network, communications equipment, electronic or computer hardware or software malfunctions of any kind or for any loss or delay caused by technical problems or traffic congestion on the internet or the Web Site or any combination thereof. Each Participant is responsible for maintaining the confidentiality of that Participant's submission.

General Terms for reward card: A reward card must be earned and used according to these Terms and Conditions. The reward card is not a debit/credit card and has no implied warranties. It is not redeemable for cash (except in Washington if and as required by law), no change/currency will be given for any reward card redemption (except in Washington if and as required by law) and the reward card may not be used as payment on any account, money order or for lottery purchases. The reward cards are not valid on prior purchases. The reward card(s) will not be replaced if lost, stolen or destroyed. The reward cards will not expire and are not subject to dormancy fees. The reward cards may be used in conjunction with other certificates and most other discounts or offers toward the purchase of gasoline, diesel fuel, food or merchandise, not to exceed purchase amount, at participating Tesoro retail locations. Some exclusions may apply. No photocopies or facsimiles of reward cards will be accepted; Tesoro reserves the right to refuse to honor any reward card that is suspected to be stolen, copied, or counterfeited or that is unreadable, mutilated or tampered with in any way. Additional restrictions may also apply as stated on your reward card. Use of the reward card constitutes acceptance of these terms and conditions, including current terms and conditions announced from time to time by Tesoro. The reward cards are not reloadable (they are limited to the original five dollars (\$5.00) or ten dollars (\$10.00) credited to the reward card).

Modification or Cancellation Program: Tesoro may, at any time, terminate, temporarily suspend or modify the Program which may result in Participants not receiving a reward card, with or without notice and without any further obligations or liability to Participants. Tesoro may, at any time, modify these Terms and Conditions and the terms and conditions applying to the grade averages required for reward cards or the conversion of grades for such purpose, which may affect a Participant's ability to obtain reward cards.

Removal from the Program: Tesoro, in its sole discretion, reserves the right to suspend or cancel an individual Participant at any time, with or without notice and without further obligation or liability to such Participant. Without limiting the foregoing, abuse of the Program, including failure to follow Program policies and procedures, failure to comply with applicable laws and regulations, the sale or barter or counterfeit production of reward cards or associated awards or promotional offers and any misrepresentation of fact relating thereto or other improper conduct as determined by Tesoro, in its sole judgment, may result in cancellation of the Participant's eligibility and future disqualification from eligibility for reward cards and program participation. In connection with the enforcement of any of the Terms and Conditions governing the Program, Tesoro reserves the right to take appropriate administrative or legal action, as it deems necessary, and to recover damages, attorneys' fees and court costs (at trial and on appeal).

Tesoro reserves the right to interpret and apply the policies and procedures communicated in these Terms and Conditions. All determinations by Tesoro shall be final and conclusive in each case.

DISCLAIMER OF WARRANTIES. TO THE FULLEST EXTENT PERMITTED BY LAW, TESORO REFINING AND MARKETING COMPANY AND ITS PARENT, SUBSIDIARIES, DIVISIONS, FRANCHISEES, AND AFFILIATE ENTITIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY, THE "TESORO PARTIES") DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE GALLONS FOR GRADES PROGRAM, THE WEB SITE OR THE REWARD CARDS, AND ANY OTHER PRODUCTS OR SERVICES RELATED TO THAT PROGRAM.

INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, AS A MEMBER, YOU AGREE TO INDEMNIFY AND HOLD HARMLESS, THE TESORO PARTIES AGAINST ALL CLAIMS, LOSSES, DAMAGES, COSTS AND EXPENSES INCLUDING REASONABLE ATTORNEYS FEES AND COSTS BOTH AT TRIAL LEVEL AND ON APPEAL (COLLECTIVELY "CLAIMS") ARISING FROM ANY BREACH BY YOU OF THE TERMS AND CONDITIONS SET FORTH HEREIN AND/OR ARISING FROM ANY NEGLIGENCE AND/OR INTENTIONAL MISCONDUCT BY YOU IN CONNECTION WITH YOUR PARTICIPATION IN THIS PROGRAM. TESORO RESERVES THE RIGHT TO DIRECT ITS OWN DEFENSE AND ANY SETTLEMENT OF SUCH MATTER SHALL REQUIRE THE WRITTEN CONSENT OF TESORO.

RELEASE OF LIABILITY. BY PARTICIPATING IN THE GALLONS FOR GRADES PROGRAM, YOU RELEASE THE TESORO PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, COSTS AND LIABILITY RELATING TO YOUR PARTICIPATION IN THE TESORO GALLONS FOR GRADES PROGRAM OR THESE TERMS AND CONDITIONS OR IN THE PRINTING OR OFFERING OF THE REWARD CARDS TO THE FULLEST EXTENT PERMITTED BY LAW.

NOTWITHSTANDING THE FOREGOING, IN THE EVENT THAT THE PRECEDING RELEASE IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE INVALID OR VOID FOR ANY REASON, THE PARTICIPANT AGREES THAT, BY BECOMING A PARTICIPANT IN THE GALLONS FOR GRADES PROGRAM, (I) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THE PROGRAM, OR ANY REWARDS AWARDED, SHALL BE RESOLVED INDIVIDUALLY WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND MUST BE BROUGHT WITHIN THE EARLIER OF THE APPLICABLE STATUTE OF LIMITATIONS OR TWO (2) YEARS OF THE FIRST OCCURRENCE OF THE ACT OR OMISSION ON WHICH SUCH CLAIM IS PREDICATED; (II) ANY CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THE GALLONS FOR GRADES PROGRAM, BUT IN NO EVENT ATTORNEYS' FEES; AND (III) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND PARTICIPANT HEREBY WAIVES ALL RIGHTS TO CLAIM PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED AND ANY OTHER DAMAGES, OTHER THAN DAMAGES FOR ACTUAL OUT-OF-POCKET EXPENSES EXCEPT TO THE EXTENT THE APPLICABLE JURISDICTION DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES IN WHICH CASE THIS LIMITATION MAY NOT APPLY TO YOU.

Complete Agreement: Governing Law: These Terms and Conditions make up the entire agreement between us relating to the Program, and replace any prior understandings or agreements (whether oral or written) regarding the Program. These Terms and Conditions, the Program and all submission of Grade Reports shall be governed and construed in accordance with the laws of the State of Texas, excluding its conflicts of law rules. If for any reason, any provision of these Terms and Conditions is determined to be unenforceable by law, that provision shall be enforceable to the extent permitted by law and the remainder of these Terms and Conditions shall remain in full force and effect.

Arbitration: Any controversy or claim arising out of or relating to these Terms and Conditions or the Program shall be settled by mandatory, binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and the terms of these Terms and Conditions, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Such arbitration shall be conducted before a panel of three arbitrators (one selected by claimant, one selected by respondent and the third selected by the first two), who shall have no conflict of interest in acting as arbitrator, to be held in the County of Bexar, State of Texas. The panel will have no right to compel discovery. The decision of the arbitrator shall be in writing, setting forth findings of fact and conclusions of law and shall be final and binding on the parties (including any decision on the arbitrators' fees) except that a mistake or arbitrary application of law may be appealed to a court of competent jurisdiction within the County of Bexar, State of Texas within six (6) months following the decision of the arbitrators). The arbitrators' fees shall be borne by the non-prevailing party. Any claim to be arbitrated must be brought within the earlier of the applicable statute of limitations or two (2) years after the date of the first occurrence of the act or omission on which such claim is based.