

**H-E-B 2020 TAILGATE TOSS SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. **SWEEPSTAKES PERIOD.** The H-E-B 2020 Tailgate Toss Sweepstakes (the “Sweepstakes”) begins at 12:00 a.m. Central Time (“CT”) on September 26, 2020, and ends at 11:59 p.m. CT on December 13, 2020 (“Sweepstakes Period”). Sponsor’s or its designee’s computer is the official timekeeping device for the Sweepstakes.

2. **ELIGIBILITY.** To enter the Sweepstakes, entrants must (a) be a lawful permanent resident of the State of Texas; (b) at least eighteen (18) years of age at the time of entry; and (c) have Internet access, a valid email address, and the ability to send and receive SMS text messages. Free Internet access is available at many public libraries. This Sweepstakes is void outside the State of Texas and where prohibited by law. This Sweepstakes and any website pages and advertisements relating thereto are intended for viewing only within the State of Texas. Employees, officers, directors and agents of H-E-B, LP (“Sponsor”) and its parents, subsidiaries, affiliates, retailers, and advertising or promotion agencies and vendors involved in this Sweepstakes (collectively, “Sweepstakes Entities”), and their immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and household members of all such persons, whether or not related, are not eligible to participate in this Sweepstakes.

3. **HOW TO ENTER.** To enter, text ‘HEB’ to 90561. You will receive one return text message that includes a link (URL) to play the Tailgate Toss online game (the “Game”) on your computer or mobile device. To play the Game, enter your name, valid email address, and ZIP code; consent to receive advertising e-mail messages from Sponsor (optional); select your favorite college football team from the available choices; and follow the Game instructions. Limit one (1) online Game play per day; limit one (1) Sweepstakes entry per day. For Sweepstakes purposes, a day begins at 12:00 a.m. CT and ends at 11:59 p.m. CT. Proof of entry submission is not proof of receipt. Standard text message fees and/or internet access fees apply.

4. **WINNER SELECTION/ODDS.** Eligible entries will be divided into four (4) entry pools, each corresponding to one of the four (4) college football teams available for selection in the Game based on the team selected by the entrant at the time of Game play. At the end of the Sweepstakes Period, one (1) Grand Prize winner will be selected out of each pool in a random drawing from among the entries allocated to that pool. The drawings will be conducted in San Antonio, Texas by Sponsor or its designee, whose decisions will be final and binding in all matters relating to this Sweepstakes. Odds of winning depend on the number of eligible entries received in each entry pool. In the event of a dispute as to who submitted an entry, entries will be deemed made by the authorized account holder of the email account registered at time of participation and he/she must comply with these Official Rules. The authorized account holder is defined as the natural person who is assigned an email account by the administrator of the relevant email provider.

5. **PRIZES.** Grand Prize Drawing (Four (4) available): A One-Year Supply of Groceries, awarded in the form of \$5,200 in H-E-B Gift Cards (ARV: \$5,200). H-E-B Gift Cards are subject to applicable terms and conditions, including dormancy fees, and may not be used for the purchase of alcohol or tobacco. No cash alternative, transfer, or substitution of any prize will be provided or permitted. Sponsor reserves the right to substitute prize of equal or greater value. Winners are responsible for all federal, state, and local

taxes and all other costs/expenses associated with prize acceptance. If a potential winner cannot or does not accept a prize as stated that prize will be forfeited in its entirety.

6. **WINNER NOTIFICATION.** All potential winners (“Selectees”) will be notified by email to the address provided in the online Game, and asked to respond as directed within twenty-four (24) hours to Sponsor with his/her name, address, telephone number, and date of birth. If a Selectee does not respond within twenty-four (24) hours or does not timely comply with any subsequently provided prize redemption instructions, that Selectee will be disqualified and an alternate Selectee may be chosen at random from among all eligible entrants. Any Selectee may be required to sign, notarize, and return an affidavit of eligibility, a liability release, and publicity release within seven (7) days of Prize Notification or the prize will be forfeited in its entirety, and an alternate Selectee will be chosen. Any unclaimed prize will be forfeited to Sponsor.

7. **SWEEPSTAKES CONDITIONS.** This Sweepstakes is subject to these Official Rules and all applicable federal, state, and local laws and regulations. Except where prohibited by law, winner’s acceptance of prize constitutes permission of such entrant for Sponsor and its designees to use, without notice, permission or further compensation, worldwide, and in perpetuity, in any and all forms of media, now known and hereafter devised, including, without limitation, on the Sponsor website and social media profiles, winner’s first name, last name, city and state, photograph, likeness, voice, and/or likeness for purposes of advertising, trade, promotion and publicity. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with the entry process, the operation of the Sweepstakes, or any computer device or program used in the administration of the Sweepstakes; to be acting in violation of these Official Rules; or to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; and all associated entries will be void. CAUTION: ANY ATTEMPT BY AN ENTRANT TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY’S FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, AND TO NOTIFY LAW ENFORCEMENT AUTHORITIES WHO MAY PURSUE CRIMINAL PROSECUTION. Sponsor not responsible for inability of potential entrants to access or use online Game. If due to technical, production or other errors, more prizes are claimed than intended, claims may be cancelled and the intended number of prizes may be awarded in a random drawing from all those submitting purportedly valid claims. No more than the number of prizes/offers set forth in these Official Rules will be awarded. All potential winning plays are subject to verification by Sponsor, whose decisions are final and binding, through Sponsor’s verification processes. Screen shots, email messages, or other forms of verification are not proof of selection as a winner. In the event Sponsor is prevented from continuing with this Sweepstakes (or any portion thereof), or if the administration, integrity, fairness, proper play and/or feasibility of the Sweepstakes is undermined by virus, bugs, unauthorized human intervention, technical difficulties or any event or cause (each a “Force Majeure” event), Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the Sweepstakes without notice or further obligation. In the event Sweepstakes is cancelled, the Sponsor reserves the right, but shall have no obligation, to award prizes to Selectees chosen at random from among non-suspect eligible entries up to the time of such Force Majeure event. Facebook is not affiliated with this Sweepstakes in any way and is not responsible for the administration of the Sweepstakes or the awarding of any prize. No endorsement or approval of Sweepstakes by Facebook is expressed or implied. Facebook and Facebook.com are the trademarks and service marks of Facebook. Names and marks of college football teams and related colleges or universities are the property of their respective owners and are used with permission. No endorsement or approval

of Sweepstakes by the educational institutions, sports programs, or their licensing entities is expressed or implied.

8. LIMITATIONS OF LIABILITY. By participating, entrants agree to (i) abide by and be bound by these Official Rules and the decisions of Sponsor and judges, which shall be final and binding in all matters relating to this Sweepstakes and (ii) to RELEASE AND HOLD HARMLESS Sponsor and its parents, affiliates, subsidiaries, and advertising and promotion agencies; Learfield IMG College; Facebook; and their respective directors, officers, members, employees, agents and assigns (collectively, the “Released Parties”) against any and all claims and liability, including injuries, losses or damage of any kind, including death, to persons, or property resulting in whole or in part, directly or indirectly from acceptance, use, misuse or redemption of prize; participation in this Sweepstakes; or any damage to computers or mobile devices resulting from accessing or playing the online Game. Released Parties are not responsible for technical, hardware or software, or telephone problems or malfunctions of any kind, lost or unavailable network server, Internet service provider, cable, satellite website, or other connections, or failed, incorrect, incomplete, inaccurate, lost, late, stolen, misdirected, mutilated, undelivered jumbled, scrambled, garbled, damaged, or delayed entries (all of which are void); for any other failure of electronic communications; for any malicious or defective code in any online component of the Sweepstakes; or for any errors, problems or malfunctions of any kind whether caused by computer, network, technical, mechanical, printing, typographical, seeding or human error, or otherwise, relating to or in connection with this Sweepstakes, including, without limitation, errors, problems or malfunctions which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prize or in any Sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes.

9. DISPUTES. Except where prohibited, entrants agree 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 by state or federal courts located in Bexar County, Texas; (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 entrants be permitted to obtain awards for, and entrants hereby waive all rights to claim, indirect, exemplary, punitive, incidental and consequential damages, any and all rights to have actual damages multiplied or increased, and any other damages, other than for actual out-of-pocket expenses. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Texas without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas.

10. USE OF INFORMATION. Information collected from entrants is subject to Sponsor’s privacy policy, located at the following address: www.heb.com/privacy.

11. WINNERS LIST. For the Grand Prize Winner’s name, please send a self-addressed, stamped envelope by February 1, 2021 to: H-E-B 2020 Tailgate Toss Sweepstakes, Attn: Marketing & Advertising Department, 646 South Flores Street, North 1, San Antonio, Texas 78204.

12. SPONSOR: H-E-B, LP, 646 South Flores Street, San Antonio, Texas 78204.