

**THE WIN A LIFETIME OF GROCERIES/MY H-E-B APP SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. OPEN TO TEXAS RESIDENTS, 18+ ONLY. VOID WHERE PROHIBITED. ENDS 2/16/20.

1. SWEEPSTAKES PERIOD. The Win a Lifetime of Groceries/My H-E-B App Sweepstakes (the "Sweepstakes") begins February 2, 2020, at 6:00:01 p.m. Central Time ("CT") and ends on February 16, 2020, at 11:59:59 p.m. CT (the "Sweepstakes Period"). Sponsor's computer is the official time keeping device for the Sweepstakes.

2. HOW TO ENTER. During the Sweepstakes Period, entrants must first download the "My H-E-B" app (the "App") to their eligible mobile device via the App Store® (for Apple® devices) or Google Play™ (for Android™ devices). Entrants will open the App; create an account or log into their existing My H-E-B account; and select the section entitled "Win a Lifetime of Groceries!" in the App. After viewing H-E-B's big game commercial (online, in the app, or airing on TV starting 2/2/2020), follow the instructions in the App to select ten (10) H-E-B products shown in the commercial from the list of products presented. If an entrant fails to select ten (10) correct H-E-B products, the entrant will be required to try again. Once ten (10) correct H-E-B products are chosen, entrants can click the "Enter sweepstakes" button in the App to receive one (1) entry into the Sweepstakes. The registrant for the My H-E-B account logged in at the time of entry will be deemed the entrant. All entries must be received by February 16, 2020, at 11:59:59 p.m. CT. All entries are subject to verification by H-E-B, LP ("H-E-B" or "Sponsor") to determine eligibility. By submitting an entry, entrants acknowledge that they have read these Official Rules of the Sweepstakes, and they agree to be bound by them.

3. ELIGIBILITY. To participate in the Sweepstakes, entrant must be a lawful permanent resident of the State of Texas, and be at least eighteen (18) years of age at the time of entry. 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. H-E-B and its parents, subsidiaries, affiliated entities, distributors, suppliers, and advertising and promotional agencies (collectively, the "Sweepstakes Entities"); each of their respective employees, officers, directors, and agents; the immediate family (parent/child, grandparent/grandchild, sibling, or spouse) and household members (whether related or not) of each such individual are not eligible. Subject to all applicable federal, state and local laws and regulations. Void where prohibited by law.

4. MOBILE DEVICE, SYSTEM, AND ACCOUNT REQUIREMENTS. To be eligible for the Sweepstakes, an entrant must have or create a free My H-E-B account (including a valid name and email address) and must be able to access that account using a mobile device supporting all App functionality. My H-E-B accounts may be registered through the App or online at www.heb.com. Apple® devices must have iOS version 12 or higher installed. Android™ devices must have Android™ version 7.0 or higher and Google Play™ Services version 13 or higher

installed. An entrant need not complete any purchase using the My H-E-B account or App to be eligible, and a purchase will not increase an entrant's chance of winning.

5. ENTRY LIMITS. Limit one (1) entry per person. Once a specific mobile device, registered H-E-B account, or email address has been used by any entrant to enter the Sweepstakes, that same device, account, or email address may not be used again to enter the Sweepstakes, whether by that entrant or any other attempted entrant. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods, may void that entrant's plays/entries and that entrant may be disqualified. Use of any automated system to participate in the Sweepstakes is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register the relevant My H-E-B account will be deemed to be the registrant or player. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder. Proof of submission of entry or registration is not proof of receipt.

6. GRAND PRIZE (One (1) available). A Lifetime of Groceries, in the form of a \$5,200 credit on H-E-B groceries per year, awarded annually for the winner's life, up to forty (40) years. Credit shall be awarded annually in the form of gift cards, courtesy cards, or other stored value cards or certificates, which may be issued in physical, electronic, or other form (henceforth, "Prize Cards"). Except as set forth herein, prize is non-transferable, non-substitutable, may not be redeemed for cash, and is non-devisable in whole or in part. Sponsor reserves the right to substitute prize of equal or greater value. Sponsor is not responsible for inability of winner to accept or use prize and prize may be forfeited in whole or in part if winner declines, or cannot accept or use, the prize, any part of prize, or any remaining portion of the prize. Total retail value of prize: up to \$208,000.

7. PRIZE LIMITATIONS AND CONDITIONS. Winner may not use or redeem Prize Card value for cash, cash substitutes (wires, money transfers, bill pay services, gift cards whether issued by Sponsor or by other merchants or services, or similar), for the purchase of alcohol or tobacco, or for any purchase in a manner prohibited by law. Sponsor will select the number and denomination of Prize Cards (totaling \$5,200 per year) to be awarded each year in its sole discretion, and may alter the number, denomination, and type of Prize Cards at any time with or without notice. Sponsor reserves the right to issue Prize Cards more than once per year (in prorated amounts) but will in any event issue Prize Cards at least once per year, and Sponsor may revise or amend the timing of issuances at any time with or without notice. Sponsor is not responsible if any issued Prize Cards are lost, stolen, damaged, and/or destroyed. Unless otherwise prohibited, Prize Cards awarded each year are subject to the prevailing terms and conditions for the applicable card type at the time of issuance, which may include dormancy fees, expiration dates, restrictions or prohibitions on the use of Prize Cards for specific products or services (including curbside and/or delivery) or on the use of Prize Cards at specific stores operated by Sponsor. Sponsor reserves the right to at any time terminate unused value on issued

Prize Cards and issue replacement or substitute Prize Cards of equal face value that may be subject to such terms and conditions as are prevailing at issuance. Any potential prize value not yet paid by the time of the winner's death shall be forfeited and shall not pass to any heir or estate. Sponsor reserves the right at any time to award all remaining prize value, discounted to present value in any reasonable manner as determined by Sponsor in its sole discretion, in the form of a cash payment, which payment shall discharge all remaining obligations of the Sponsor in connection with the prize.

8. TAXES AND RELATED CONDITIONS. Winner is solely responsible for any and all taxes (including federal, state, local, income, use, and sales taxes), tax effects, and tax reporting associated with prize income, use of Prize Cards, or purchase of groceries. To the extent permissible or required by law, Sponsor may withhold or deduct from Prize Card value any income tax withholding on prize value issued or sales taxes collectible at the point of sale on prize value consumed from Prize Cards. Sponsor reserves the right to issue tax documentation to any applicable taxing authorities, annually or on such other schedule as may be determined by Sponsor in its sole discretion, with respect to value awarded each year or for the anticipated total remaining value of the prize. Sponsor is not responsible for changes in applicable tax law or regulation and will not revise prize award terms due to changes in law or regulation except in its sole discretion.

9. WINNER SELECTION AND ODDS. Drawing will take place on or about February 24, 2020 in San Antonio, Texas. The potential winner will be selected in a random drawing by Sponsor from among all eligible entries received by Sponsor. Potential winner is subject to verification by Sponsor, whose decisions are final in all matters relating to the Sweepstakes. Odds of winning depend on the number of eligible entries received by Sponsor. Potential winner will be notified by email or phone at the information registered in the applicable My H-E-B account. If contact is not confirmed with a potential winner after the number of attempts deemed reasonable by Sponsor in its sole discretion, the potential winner will be disqualified and an alternate winner will be selected in the same manner. Winner will be required to complete and sign an affidavit of eligibility and liability release and a publicity release within fourteen (14) days of prize notification or prize may be forfeited and an alternate winner selected. Initial Prize Card issuance may take 4-6 weeks to fulfill.

10. RELEASE AND INDEMNITY. By accepting Grand Prize, Winner agrees to RELEASE AND HOLD HARMLESS Sponsor, the Sweepstakes Entities, and each of their officers, directors, employees, and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize, or any communications by or from Sponsor related to the Sweepstakes. Winner further agrees to confirm this release and indemnity in writing or prize may be forfeited and an alternate winner selected.

11. PUBLICITY. Except where prohibited, participation in the Sweepstakes constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions

and/or hometown and state for promotional purposes in any media, worldwide, without further payment, consideration, or approval. This grant is perpetual in duration and not subject to any condition precedent such as prior approval of promotional materials. Winner further agrees to confirm this consent and grant in writing or prize may be forfeited and an alternate winner selected.

12. GENERAL CONDITIONS, LIMITATIONS OF LIABILITY, CHOICE OF LAW AND VENUE. By entering, entrants agree to be bound by these Official Rules and the decisions of the Sponsor, which shall be final in all matters pertaining to the sweepstakes. The Sweepstakes Entities and their officers, directors, agents, and employees are not responsible for and shall not be liable for: (i) any incorrect or inaccurate information, whether caused by Sponsor, publication, printing, or typographical errors in materials, or by any of the equipment or programming associated with or utilized in the Sweepstakes; (ii) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (iii) garbled, illegible, incomplete, damaged, misdirected, late, lost or failed entries; (iv) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (v) unauthorized human intervention in any part of the entry process or the Sweepstakes; (vi) any condition caused by events beyond the control of the Sponsor which may cause the sweepstakes to be disrupted or corrupted; or (vii) any losses or damages of any kind caused by the prize or resulting from acceptance, use or misuse of the prize, or caused by participation in the sweepstakes or by the use of any account, application, or device associated with the Sponsor or the Sweepstakes (including to data, information, property, or person), or relating to the use of a winner's name, likeness, or voice. Texas law shall apply to this promotion. Any claims must be resolved in the state of Texas.

13. USE OF INFORMATION. Information collected from entrants is subject to the Sponsor's Privacy Policy (available at www.heb.com/privacy) and the heb.com Terms of Use (available at www.heb.com/terms). All entrants authorize Sponsor to contact them for any reason related to conducting the Sweepstakes.

14. WINNER INFO: To obtain the name of the winner and prize received, send a self-addressed stamped envelope by February 28, 2020 to: My H-E-B App Sweepstakes Winner List, Attn: Digital Marketing, N/1, P.O. Box 839999, San Antonio, Texas 78283.

15. OTHER. Apple®, App Store®, and the Apple logo are registered trademarks of Apple Inc. Android™, Google Play™, and the Google Play™ logo are registered trademarks of Google LLC. iOS is a trademark or registered trademark of Cisco in the U.S. and other countries and is used under license. No endorsement or approval of Sweepstakes by any mark owners is expressed or implied.

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