

H-E-B Backyard Blitz Sweepstakes Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Void where prohibited. Subject to all federal, state and local laws.

- 1. Eligibility:** The H-E-B Tailgate Backyard Blitz Sweepstakes (the "Sweepstakes") is open only to legal U.S. residents residing in the City of Houston, Texas, or at a location no more than fifty (50) miles from the city limits of Houston, Texas, who are at least eighteen (18) years old at the time of entry. Employees, officers, and directors of HEB Grocery Company, LP ("Sponsor" or "H-E-B"), any of its respective parents, affiliates, subsidiaries, franchisees, representatives, consultants, contractors, legal counsel, advertising, public relations, sweepstakes, fulfillment, and marketing agencies, web site providers, web masters, and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those living in the same household (whether or not related) are not eligible to enter or win. Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to these Official Rules and to Sponsor'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 herein. Sponsor reserves the right to verify the eligibility of winners.
- 2. Sponsor:** HEB Grocery Company, LP, 646 South Flores Street, San Antonio, Texas 78204.
- 3. Timing/Winner Determination:** Sweepstakes begins on October 5, 2016 (the "Start Date"), at 12:00:00 a.m. Central Time ("CT") and ends on November 1, 2016 (the "End Date"), at 11:59:59 p.m. CT (comprising the "Sweepstakes Period"), and consists of four (4) weekly entry periods (each a "Weekly Entry Period) within the Sweepstakes Period, as set forth in the chart below.

Weekly Entry Period	Start Date (at 12:00:00 a.m. CT)	End Date (at 11:59:59 p.m. CT)	Random Drawing Date
1	October 5, 2016	October 11, 2016	October 13, 2016
2	October 12, 2016	October 18, 2016	October 20, 2016
3	October 19, 2016	October 25, 2016	October 27, 2016
4	October 26, 2016	November 1, 2016	November 3, 2016
Grand Prize Period	October 5, 2016	November 1, 2016	November 3, 2016

Sponsor's computer is the official time keeping device for this Sweepstakes. All drawings will be conducted by Sponsor in San Antonio, Texas.

- 4. How to Enter:** During the Sweepstakes Period, visit www.heb.com/backyard (the "Website"), and complete and submit the Sweepstakes registration form, including a valid home address (P.O. Boxes are not permitted), day/evening/cellular phone number (if any) and email address. Each qualified online registration will constitute entry into that Weekly Entry Period's random drawing, as defined below, and one (1) entry in the Grand Prize drawing.

Entries must be completed and submitted by 11:59:59 p.m. CT on the end date for a given Weekly Entry Period listed in the chart above to be eligible for the corresponding weekly drawing. Each entry will be eligible for only one (1) single Weekly Entry Period and will not be carried forward for

any subsequent Weekly Entry Period. Limit one (1) entry per person per Weekly Entry Period during the Sweepstakes Period. Any attempt by any participant to obtain more than the maximum number of entries permitted (whether per day or in total) by using multiple/different e-mail addresses, identities, registrations and logins, automated entry services or any other method will void that participant's entries and that participant may be disqualified. Internet entry must be made by the entrant, only at the Website through the registration form. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects.

5. **Winner Requirements:** ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. Entrants will be notified via email and/or phone. Only entrants who timely respond to the email and/or phone call as instructed will be deemed potential winners for the weekly drawings and Grand Prize drawing.
6. **Drawings:** Sponsor will randomly select the potential winners from all eligible entries received during each Entry Period, on or around the Random Drawing Dates for the applicable Weekly Entry Period or Grand Prize Period, as listed in the chart above. The potential winners will be notified by email and/or phone. The potential Grand Prize winner will be required to sign and return an Affidavit of Eligibility, Liability and Publicity Release ("Affidavit"), which must be received by Sponsor within five (5) days of the date notice or attempted notice is sent in order to claim the prize. All other potential winners will be required to provide his/her mailing address (no P.O. Boxes), which must be received by Sponsor within five (5) days of the date notice or attempted notice is sent in order to claim his/her prize. If a potential winner of any prize cannot be contacted, fails to sign and return the Affidavit or provide any other requested information within the required time period (if applicable), or the prize is returned as undeliverable, the potential winner forfeits his/her prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries.
7. **Prizes: One (1) Grand Prize:** Grand Prize winner will receive a backyard tailgating package, including an HEB Texas Backyard Riata III Dining Set; an All Seasons 28" Texas Theme Firepit; an All Seasons 24x20 BBQ with Firebox; a Kodi 38 quart cooler; a high definition, flat screen television; two (2) tickets to the Houston Texans game on December 18, 2016 at NRG Stadium; and H-E-B gift cards in the amount of \$7,000.00. Total Approximate Retail Value: \$10,000.00. **Four (4) Weekly Prizes:** One (1) H-E-B gift card per Weekly Entry Period (ARV: \$50.00 each). Winners are responsible for all taxes and fees associated with prize receipt and/or use. Gift card prizes are subject to applicable terms and conditions, including expiration and dormancy fees, if any, and may not be used by the winners for the purchase of alcohol or tobacco. Odds of winning a prize depend on the number of eligible entries received during the Sweepstakes Period. Prizes are non-transferable and no substitution will be made unless Sponsor, in its sole discretion, determines otherwise. Sponsor reserves the right to substitute a prize or portions thereof for one of equal or greater value should it become unavailable for any reason. All prize details are at Sponsor's sole discretion. Limit: one (1) Weekly Prize per person. Weekly Prize winners remain eligible for the Grand Prize drawing.

Terms for Grand Prize: Ground transportation, meals, taxes, fees, gratuities, incidentals, and all other expenses not specifically mentioned herein are the responsibility of winner. Football game tickets will be arranged by Sponsor in its sole discretion, and are subject to availability, delay and cancellation of game. Sponsor not responsible for inability of Grand Prize winner or guest to use prize in whole or in part due to scheduling or any other reason.

8. **Release and Limitations of Liability:** By participating in this Sweepstakes, entrants agree that Sponsor and each of its respective parents, affiliates, subsidiaries, franchisees, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, web masters, and their respective officers, directors, employees, representatives and agents (the "Released Parties") are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry/submission/Grand Prize event process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's receipt or use or misuse of any prize. BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANTS AGREE THAT, IF SELECTED AS A PRIZE WINNER, THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY WINNERS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE RECEIVED, OR FROM ENTRY, OR PARTICIPATION IN THIS SWEEPSTAKES OR IN ANY PROMOTION RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING ALL 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. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

9. **General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion and in the event of cancellation, prizes will be awarded in separate random drawings from among all eligible entries received prior to cancellation. Sponsor and its agencies are not responsible for lost, late, incomplete, damaged, stolen or misdirected entries; lost, interrupted, or unavailable network, server, or other connections, garbled transmissions or miscommunications, telephone transmission problems; computer or software malfunctions or damage to a user's computer equipment (software or hardware); technical failures; or other errors or malfunctions of

any kind whether human, mechanical, electronic, or otherwise. Proof of sending or submission of entry will not be deemed proof of receipt by Sponsor. Sponsor reserves right to issue tax documentation of the value of any prize to IRS or other authorities. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

10. **WARNING:** ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the entry process, prize winning process and/or the legitimate operation of the Sweepstakes; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor may, in its sole discretion, void any suspect entries and (a) modify the Sweepstakes or suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) award the prizes at random from among eligible entries received up to the time of the impairment.
11. **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 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 entrant be permitted to obtain awards for, and entrant hereby waives 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 the entrant 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.
12. **Entrant's Personal Information:** Information collected from entrant is subject to Sponsor's Privacy Policy found at <http://www.heb.com/page/about-us/company/privacy-policy>.
13. **Winners List:** For a winners list, send a self-addressed stamped envelope by November 10, 2016 to: H-E-B Backyard Blitz Sweepstakes, c/o Advertising Department, 646 South Flores Street, San Antonio, Texas 78204.