

2024 H-E-B Quest for Texas Best Contest Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. By entering, all Entrants acknowledge agreement to these Official Rules. Please read them carefully.

1. Eligibility. The 2024 H-E-B Quest for Texas Best Contest (the “Contest”) is open to (i) legal residents of Texas who, at time of entry, are at least 18 years of age, and to (ii) legally organized business entities which, at time of entry, are validly authorized to do business in Texas and have business operations in Texas. To enter, an entrant must be able to satisfy the Product Eligibility Requirements described below.

2. Persons and Entities not Eligible. Employees of H-E-B, LP (“H-E-B” or “Sponsor”), its parent companies, subsidiaries, affiliates, advertising, and promotion agencies; the immediate families (spouses, parents, children and siblings and their respective spouses) of such persons; and those living in the same household (whether related or not) of such persons are not eligible to participate. Business entities are not eligible to participate if any individual made ineligible by the preceding sentence is a “Principal Person” in such business entity. (For purposes of these Official Rules, and subject to Sponsor’s determination as set forth herein, a “Principal Person” is a director, officer, or greater than five percent (5%) equity owner in such business entity; a person with the power to direct the management and policies of the business entity; or an employee of the business entity with executive or managerial authority over the business entity or some relevant portion thereof.) Persons and/or entities who won a Grand through Third prize in a prior H-E-B Quest for Texas Best Contest are not eligible to enter.

3. How to Enter. Entries will be accepted beginning 12:00:01 a.m. Central Standard Time (“CT”) on February 21, 2024, and ending at 4:59:59 p.m. CT on or about April 4, 2024 (the “Contest Period”). For any Entry, the “Entrant” shall be the person or entity on whose behalf the Entry is submitted. In the event that the Entrant is an entity, the Entrant must also designate an “Entrant Contact” in the Online Entry Form who is knowledgeable about the Eligible Products; authorized to make and receive all communications related to the Contest; and authorized to make all of Entrant's decisions related to the Contest.

a. The Entrant must complete the Online Entry Form at www.HEB.com/Quest and provide all information requested in that form.

b. In the Online Entry Form, the Entrant must nominate at least one but no more than three Eligible Products (as defined below).

c. The Entrant must create a video of no more than two (2) minutes in length describing and depicting the nominated Eligible Product(s) and featuring the Entrant or Entrant Contact (the “Video Submission”). The Video Submission may also describe the Entrant, the Entrant’s business, or the Entrant’s background; or provide other relevant information about the Entrant and the Eligible Product(s). The Video Submissions must be uploaded to www.YouTube.com as “private” or “unlisted” videos accessible to Sponsor. Entrant shall include a URL link for the Entrant’s Video Submission in the Online Entry Form as directed. Video Submissions must be functional, technically compatible with YouTube’s rules and requirements, and compliant with YouTube’s Community Guidelines available for Entrants to read at

http://www.YouTube.com/t/Community_Guidelines and YouTube's Terms of Service available for Entrants to read at <http://www.YouTube.com/static?gl=US&template=terms>.

d. The "Entry" shall constitute and include all information submitted by Entrant to Sponsor in connection with the Contest, whether via the Online Entry Form, the Video Submission, any judging process, the Finals Event, or otherwise.

e. Sponsor reserves the right to disqualify any Entry that it determines in its sole discretion to be materially incomplete, inaccurate, or ineligible. Sponsor reserves the right to extend or modify the entry deadline in its sole discretion.

4. Product Eligibility Requirements. Entrant may nominate certain food, beverage, or general merchandise products as defined below and in the Online Entry Form. Only Eligible Products may be nominated. An "Eligible Product" is a product that (i) is produced, manufactured, grown, or harvested substantially in Texas; (ii) can be supplied by the Entrant for sale in H-E-B stores throughout the State of Texas; (iii) is suitable for human consumption or use and complies with all federal, state, or local laws and regulations applicable to products of its kind, including (without limitation) labeling requirements, health and safety requirements, consumer protection laws, and manufacturing license requirements; (iv) can be sold at retail without infringing, misappropriating, diluting, or otherwise violating, directly or indirectly, the patent, trade secret, copyright, trademark, right of publicity, or any other rights of any third party, and without violating any judicial or administrative order; (v) can be sold at retail without any license or permit other than those customarily held by H-E-B stores; (vi) fits one of the food, beverage, or general merchandise categories specified for selection in the Online Entry Form; and (vii) is otherwise suitable for sale in retail grocery stores.

5. Judging. Judging will take place in three rounds. In Round 1, all eligible Entries will be reviewed by one or more panels of judges selected by H-E-B using such criteria as they may deem appropriate, including (without limitation) an assessment of each Eligible Product's attributes, customer appeal, value, uniqueness, market potential, and differentiation from products already available at most H-E-B stores. A limited number of Eligible Products will be selected to proceed to Round 2. In Round 2, individual Entrants or Entrant Contacts will be interviewed by H-E-B judges at H-E-B offices in San Antonio or other location selected by H-E-B, at times selected by H-E-B, and invited to demonstrate those products selected for advancement. The Round 2 interviews will focus on further assessment of the Entrant and the Eligible Products as to such criteria as the judges may deem appropriate, including (without limitation) the qualities, marketability, and readiness for production of the Eligible Products; the Entrant's commercial preparedness and suitability as a potential retail supplier; and overall compliance with the Official Rules. Up to ten (10) Entrants will be selected to advance to Round 3 as Finalists. Sponsor reserves the right in its sole discretion to schedule Round 2 interviews to be conducted remotely (including, without limitation, by telephone or video conference).

6. Finals Event and Judging. Each Finalist will be invited to attend the Finals Event in Dallas, Texas on or about August 6 through 7, 2024. During the Finals event, each Finalist (or Entrant Contact) will present one Eligible Product to a panel of judges selected by H-E-B. Presentations will be required to comply with any rules, including time limits and other matters, that may be distributed to Finalists at or before the Finals event. Even if the Finalist's Entry comprised multiple products, the Finalist (or Entrant Contact) may only present at the Finals the Eligible Product that

was selected by H-E-B for advancement to the Finals. The Finals judges will rank their top four favorite Finalists using such criteria as they or H-E-B may deem appropriate, which may (but need not) include any criteria described above. The highest-ranked Finalist shall be the Grand Prize Winner, and the next three highest ranking Finalists shall be the First Prize, Second Prize, and Third Prize Winners, respectively. Finalists will receive two (2) nights hotel accommodations for one (1) person. All other expenses of attending the Finals event, including accommodations for other persons, transportation, food, taxes, and gratuities, will be the responsibility of each Finalist. Sponsor reserves the right in its sole discretion to postpone, modify, relocate, or cancel the Finals Event, or to hold the Finals Event through remote communications, on notice to the Finalists. Should Sponsor determine in its sole discretion that the Finals Event will not be conducted as an in-person event, Sponsor shall have no obligation to provide hotel accommodations to Finalists.

7. Winners and Prizes. ONE (1) GRAND PRIZE: \$25,000 cash and a Pitch Opportunity (defined below). ONE (1) FIRST PRIZE: \$20,000 cash. ONE (1) SECOND PRIZE: \$15,000 cash. ONE (1) THIRD PRIZE: \$10,000 cash. ALL PRIZES: Any costs of Entry or of prize receipt, including all applicable taxes (not limited to federal, state, local and/or income) and fees, and any expenses not otherwise described in these Official Rules are the sole responsibility of the Entrants or winners, respectively. Winners will be required to provide their Social Security number or tax ID for tax reporting purposes, and consent to Sponsor filing an IRS Form 1099 or similar document with the Internal Revenue Service or other applicable tax authorities for the fair market value of a prize awarded and accepted or other applicable standards. By accepting prizes, winners consent to reporting of prize values to tax authorities as prize income. Prizes (or any portion of prizes) are non-transferable, non-substitutable, and may not be redeemed for cash. All prizes will be awarded provided a sufficient quantity of qualifying entries is received, and prizes are claimed properly in accordance with these rules. Decisions of H-E-B and the judges in all matters relating to the Contest (including, without limitation, decisions as to Contest procedures, the selection of winners, and eligibility determinations) are final and binding. Prizes are awarded based on judging method described herein, not by chance, but subject to the judging method, the odds of winning a prize depend on the number of eligible entries received.

8. Pitch Opportunity. At the conclusion of the Finals event, the Grand Prize Winner (through its Entrant Contact, if applicable) will enter into a negotiation period of up to thirty (30) days with Sponsor (which period may be extended by mutual consent) to discuss mutually agreeable terms for potential sales of the Grand Prize Winner's winning product in H-E-B stores (the "Pitch Opportunity"). Neither Sponsor nor the Grand Prize Winner shall be obligated to enter into any contract or other sales arrangement. If Sponsor and the Grand Prize Winner do not mutually agree on terms of sale within the negotiation period, neither shall owe the other any further obligation to continue negotiating or to deal with one another thereafter, and the Grand Prize Winner will not be entitled to any additional compensation. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN OR IN ANY PROMOTIONAL MATERIALS RELATED TO THE CONTEST, SPONSOR MAKES NO GUARANTEE, EXPRESS OR IMPLIED, THAT THE GRAND PRIZE WINNER'S PRODUCTS WILL BE SOLD IN H-E-B STORES, OR THAT ANY SPECIFIC COMMERCIAL TERMS, OR TERMS OF ANY SPECIFIC NATURE OR QUALITY, WILL BE OFFERED TO THE GRAND PRIZE WINNER OR TO ANY ENTRANT.

9. Notifications. Entrants selected as potential participants in Round 2 or Round 3 will be notified by email, phone, or mail (as selected at Sponsor's discretion) directed to the contact information provided in the Entry. Notices of advancement will be given on or about May 10, 2024 (as to Round 2), and on or about the week of June 10, 2024 (as to Round 3). Entrants selected to advance to Round 2 or Round 3 may be required to execute and return a Release of Liability and Publicity and Affidavit of Eligibility. Entrants may also be required to submit information supplementing their Entry, including information verifying that eligibility requirements have been satisfied and that they own all required rights in the matter comprising the Entry. Any requested documents or information must be returned to Sponsor and must be complete to the satisfaction of the Sponsor within the time provided or the Entrant may be disqualified and alternate participants selected. If any notification to an Entrant is returned as undeliverable, if Sponsor is unable to confirm contact with an Entrant after the number of attempts deemed reasonable by the Sponsor in its sole discretion, or if Entrant is unable to attend the Round 2 interview or Finals event at the time/location designated by Sponsor, the Entrant may be disqualified. Sponsor reserves the right to extend or modify this schedule in its sole discretion.

10. Entrant Representations and Warranties. By entering, each Entrant agrees, represents, and warrants that (i) Entrant owns or has a valid license to use all intellectual property rights in and to the nominated Eligible Products, including (without limitation) any patent rights, trade secret rights, copyrights, and trademark rights in and to the products, any rights of publicity exploited in the products or packaging, their labels, and their manufacturing processes; (ii) neither submission of the Entry nor the sale of Entrant's Eligible Products in H-E-B stores would infringe, misappropriate, dilute, or otherwise violate the rights of any other person or entity, including (without limitation) the intellectual property rights of any other person or entity; (iii) the Entrant is, or can readily become, capable of producing its nominated Eligible Products in sufficient quantities to supply stores operated by H-E-B throughout the State of Texas; (iv) the products nominated by Entrant satisfy the requirements to be Eligible Products defined herein; and (v) the Entrant is eligible to participate and the Entry complies with these Official Rules. Sponsor relies on these agreements, representations, and warranties in considering each Entry.

11. RELEASE AND INDEMNIFICATION BY ENTRANT. By entering, Entrant agrees to RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS Sponsor; its parent companies, subsidiaries, and affiliates; their respective officers, directors, employees, agents, advertising and promotional agencies; and YouTube (Google LLC) (together, the "Releasees"), from and against: any and all suits, claims, demands, liability, loss, damage, harm, injury, cost or expense (including reasonable attorney's fees) (together, a "Loss"), whether made in contract, tort, negligence, strict liability, or otherwise, which may occur arising out of or relating to Entrant's participation in the Contest; the preparation of any Entry (including any allegation that an Entry violates the intellectual property rights or other rights of a third party); the use by any Releasee of the Entry or any matter comprising the Entry; or Entrant's acceptance, possession, or use/misuse of any prize. THIS RELEASE, INDEMNITY, AND OBLIGATION TO DEFEND SHALL APPLY EVEN IF THE INDEMNIFIED LOSS IS PARTLY ATTRIBUTABLE TO THE NEGLIGENCE OF A RELEASEE.

12. License and Release of Intellectual Property Rights and Business/Product Concept Claims. By entering, Entrant acknowledges and agrees that Releasees may publish the Entrant's

Entry without further compensation or consent, licenses (non-exclusively) the Releasees to do so, and agrees to confirm this grant and license in writing upon request. Entrant agrees that this grant and license is perpetual, worldwide, assignable, divisible, and applicable as to any published or publishable form or media (including without limitation still, motion, print, radio, television, or film or Internet or other digital medium), without any condition precedent such as prior approval of published materials. Entrant further agrees that the Releasees or their assigns may (now, previously, or in the future), manufacture, design, purchase, sell, or offer for sale products that are similar to, identical to, or based on matter comprising an Entry without any compensation or any obligation to the Entrant, and may produce and distribute any derivative works based on matter comprising an Entry without any compensation or any obligation to the Entrant. By entering, Entrant releases the Releasees from any claim, cause of action, remedy, damages, or compensation arising out of any manufacture, design, purchase, display, copy, offer for sale, or sale of products that are similar or identical to the Entrant's nominated products, or that contain characteristics, features, descriptions, or labeling similar or identical to the Entrant's nominated products, regardless of whether those products are manufactured, designed, bought, or sold by a Releasee or by a third party. Entrant further agrees that the Entry is submitted voluntarily; without any intention, request, or obligation that the Releasees maintain the Entry or any information disclosed in connection with the Entry secret or confidential; without any intention to establish a relationship of a trust, confidential, special, or fiduciary nature; and without any expectation that the use of the Entry, products identical to or similar to the Entry, or ideas embodied in the Entry would entitle the Entrant to compensation or damages.

13. Publicity. By entering, Entrants agree that they will not conduct or participate in publicity (including media appearances, public appearances, press releases, commercial promotions, or social media usage) relating to the Contest or utilize the marks and intellectual property of Sponsor except in accordance with those policies and guidelines established by Sponsor and provided to the Entrant. If selected to participate in Rounds 2 or 3, Entrants grant an irrevocable license and permission to Sponsor to use Entrants' names, likenesses, and biographical information (or, if the Entrant is an entity, such information as to both the entity and its principals) for promotional or advertising purposes in all media worldwide, without notice or further compensation. All Entries are subject to H-E-B's Privacy Policy available at for Entrants to read at www.HEB.com/Privacy, except to the extent modified in these Official Rules or any subsequent agreement.

14. Other Conditions. Sponsor is not responsible for: (i) electronic or digital entries or notifications that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, misdirected, filtered, or captured; (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation of transmission, communication failures, destruction or unauthorized access to, or alteration of, entries; (iii) failed or unavailable hardware, network, software or telephone transmissions, damage to entrants' or any person's computer and/or its contents, or causes beyond Sponsor's reasonable control that disrupt the administration, security, fairness, integrity or proper conduct of the Contest; (iv) any entries submitted in a manner that is not expressly allowed under these rules; (v) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Contest; (vi) any typographical or other error in the printing or advertising of the offer, administration or execution of the Contest, or in the announcement of

prizes/prize winners; or (vii) malfunctions or interference resulting from illicit, malicious or injurious code (including but not limited to viruses, worms, and denial of service attacks). If for any reason the Contest cannot be executed as planned, including but not limited to transmission failure, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, force majeure (including natural disasters, acts of God, acts of war, epidemics or pandemics, or any manner of civil disorder) or any other causes beyond the control of Sponsor that corrupt or affect the security, administration, fairness, integrity, promotional purposes, or proper conduct of the Contest, or if the Contest is compromised or becomes technically corrupted in any way, electronically or otherwise, Sponsor reserves the right to cancel, modify or terminate the Contest and reserves the right, but not the obligation, to select winners from among all non-suspect entries received as of the date/time of such termination/cancellation or modification or to award substitute prizes in quantities and values that differ from those set forth above. Sponsor retains sole discretion to determine whether an Entrant or potential Entrant is eligible to participate in the Contest, and reserves the right to admit or refuse an Entrant based on Sponsor's assessment in its sole discretion of whether an excluded individual is or is not a Principal Person of the Entrant; of whether the Entrant's eligibility may or may not affect the fairness and integrity of the Contest; or based on such other factors as Sponsor may deem appropriate. Sponsor reserves the right (but not the obligation), at its sole discretion, to disqualify any Entrant who (i) tampers with or attempts to tamper with the entry process; (ii) misstates or fails to complete any information required in the Online Entry Form; (iii) makes any material misrepresentation or omission to Sponsor in the course of participating in the Contest; (iv) violates any of the Official Rules or any written agreement with the Sponsor; or (v) becomes ineligible during the course of the Contest. Sponsor reserves the right to seek prosecution of, and damages from, any person who deliberately damages any website or otherwise corrupt or undermine the legitimate operation of the Contest to the fullest extent permitted by law.

15. Disputes. By entering, each Entrant agrees that (i) the Contest will be governed by the laws of the State of Texas without regard to the conflict of laws principles thereof; and (ii) the exclusive venue/forum for any and all disputes related to or arising out of the Contest shall be state or federal courts situated in Bexar County, Texas. Entrant further agrees that in no event will any Releasee be liable for any special, consequential, punitive, or exemplary damages in any such dispute. To the extent that any portion of these Official Rules may be deemed by a court of competent jurisdiction to be unenforceable, that provision shall be severed and the remainder shall be given effect in a manner consistent with the intent of the Official Rules.

16. Winner's List. For the names of the winners and/or a copy of the Official Rules, visit www.HEB.com/Quest. The winners' names will be posted within thirty (30) days after the conclusion of the Finals Event, following the verification of all winners and the awarding of all prizes.

17. Sponsor. The Contest is sponsored by H-E-B, LP, 646 South Flores, San Antonio, Texas 78204.

YouTube and YouTube® are the trademarks and service marks of Google LLC. YouTube and Google LLC are not Sponsors of and are not affiliated with the Contest.