

**H-E-B COURTSIDE SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ENDS 11/17/22. OPEN TO TEXAS RESIDENTS, 18+ ONLY. EMAIL ADDRESS REQUIRED TO PARTICIPATE. SEE OFFICIAL RULES AT WWW.HEB.COM/SPURS FOR IMPORTANT DETAILS.

1. **SWEEPSTAKES PERIOD.** The H-E-B Courtside Sweepstakes (the "Sweepstakes") begins at 12:00:00 a.m. Central Time ("CT") on October 17, 2022, and ends at 11:59:59 p.m. CT on November 17, 2022 ("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 legal resident of the State of Texas, but excluding all persons primarily residing in, or within seventy-five miles of, either Houston, Texas or Dallas, Texas; (b) at least eighteen (18) years of age at the time of entry; and (c) have a valid email address. 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, entrants must visit www.heb.com/spurs and enter their name, valid email address, zip code, and phone number, and may consent to receive advertising e-mail messages from Sponsor (optional) (each an "Entry"; collectively, "Entries"). All entries must be received by November 17, 2022, at 11:59:59 p.m. CT. Limit one (1) Sweepstakes Entry per person. Proof of entry submission is not proof of receipt. Standard internet access fees apply.
4. **LIMIT.** Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than one (1) Entry by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's Entries and that entrant may be disqualified. Use of any automated system to participate 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 will be deemed to be the entrant. 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.
5. **WINNER SELECTION/ODDS.** Potential prize winners will be selected by a random drawing from among all eligible Entries. The drawing will be conducted on or about November 21, 2022, 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 a prize depend on the number of eligible Entries received.
6. **PRIZES.** Approximate Retail Value ("ARV") of all prizes: Eight Thousand, Six Hundred, Sixty-Two Dollars (\$8,662.00) total.

(a) Grand Prize (One (1) available): Winner will receive one (1) pair of special edition H-E-B Creamy Creations shoes; one (1) year's supply (one (1) half-gallon per week) of H-E-B Creamy Creations ice cream; and two (2) tickets, a parking pass, and access to the Dahill Courtside Club for the December 12, 2022 San Antonio Spurs game. ARV of Grand Prize: \$4,662.00.

(b) First Prize (One (1) available): Winner will receive one (1) pair of special edition H-E-B Creamy Creations shoes; a signed San Antonio Spurs jersey; and a \$500 H-E-B gift card. ARV of First Prize: \$1,650.00.

(c) Second Prize (One (1) available): Winner will receive one (1) pair of special edition H-E-B Creamy Creations shoes; and a \$250 H-E-B gift card. ARV of Second Prize: \$1,250.00.

(d) Third Prize (One (1) available): Winner will receive one (1) pair of special edition H-E-B Creamy Creations shoes; and a \$100 H-E-B gift card. ARV of Third Prize: \$1,100.00.

7. **ALL PRIZES.** Gift cards are subject to applicable terms and conditions including dormancy fees, if any, and may not be used for the purchase of alcohol. Sponsor reserves the right to substitute a prize for one of comparable or greater value, at its sole discretion. Winners are responsible for all federal, state, and local taxes, and all other costs associated with acceptance of prize. Prizes are non-transferable, non-substitutable, and may not be redeemed for cash. Prizes will be shipped to address provided by winners four (4) to six (6) weeks after drawing. Sponsor is not responsible for inability of winner to accept or use prize and prize may be forfeited if winner cannot accept or use prize. Sponsor is not responsible if prize is lost, stolen, damaged, and/or destroyed.

8. **WINNER NOTIFICATION.** A potential winner ("Selectee") will be notified by email to the address provided in the Entry, 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. 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 may be forfeited in its entirety, and an alternate Selectee will be chosen. Any unclaimed prize will be forfeited.

9. **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, 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 Entry form. 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 Entries 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.

10. **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, 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 the Entry website. 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.

11. **DISPUTES.** Except where prohibited, entrants agree that: (a) 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; (b) 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 (c) under no circumstances will entrants be permitted to obtain awards for, and by entering entrants 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.

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

13. **WINNERS LIST.** For the Grand Prize Winner's name, please send a self-addressed, stamped envelope by January 1, 2022 to: H-E-B Courtside Sweepstakes, Attn: Marketing & Advertising Department, 646 South Flores Street, North 1, San Antonio, Texas 78204.

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