

**H-E-B BELLAIRE MARKET SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS SWEEPSTAKES IS INTENDED FOR PLAY AND PARTICIPATION IN THE STATE OF TEXAS ONLY, AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO THE LAWS OF THE STATE OF TEXAS.

1. **SWEEPSTAKES PERIOD.** The H-E-B Bellaire Market Sweepstakes (the “Sweepstakes”) begins at 12:00:00 a.m. Central Time (“CT”) on July 5, 2018, and ends at 11:59:59 p.m. CT on July 12, 2018 (“Sweepstakes Period”).

2. **ELIGIBILITY.** To enter the Sweepstakes, you 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. Employees, officers, directors and agents of HEB Grocery Company, 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.

Facebook is not affiliated with this Sweepstakes in any way and is not responsible for the administration of the Sweepstakes or the awarding of the prize. No endorsement or approval of Sweepstakes by Facebook is expressed or implied.

3. **HOW TO ENTER.** During the Sweepstakes Period, a shopping cart full of H-E-B Own Brand products (the “Shopping Cart”) will on display in the new Bellaire Market H-E-B store at 5106 Bissonnet in Bellaire, Texas. During regular business hours, visitors can view the Shopping Cart to guess the retail value of the H-E-B products in the Shopping Cart. There are two (2) methods to enter the Sweepstakes.

a. To enter the Sweepstakes online, find the Sweepstakes announcement post on H-E-B Bellaire Market’s Facebook page, available at www.Facebook.com/HEBHoustonTX21, and write a comment on that post containing your guess for the retail value, in dollars and cents, of the products in the Shopping Cart. The comment must be posted during the applicable entry period to be eligible. A comment that includes more than one guess/number will be deemed invalid. In order for an entry to be validated, entrant’s Facebook profile settings must support publicly viewable comments. Entrants may not use multiple Facebook accounts to enter. Comments that contain material violating or infringing another’s rights, or indecent, obscene, defamatory, hateful, or inappropriate material may be removed by Sponsor in its sole discretion and may result in disqualification.

b. To enter the Sweepstakes in person, visit the H-E-B Bellaire Market and complete an in-store entry form, including the entrant's full name, email address, telephone number, and your guess for the retail value, in dollars and cents, of the products in the Shopping Cart.

4. **LIMIT.** One (1) entry per person, regardless of entry method. Proof of entry submission is not proof of receipt. Sponsor's computer is the official timekeeping device for the Sweepstakes. Released Parties (as defined below) are not responsible for lost, late, misdirected, damaged, incomplete, delayed, undelivered, garbled, or inaccurate entries, all of which will be void. In the event of a dispute as to who submitted an online entry, entries will be deemed made by the authorized account holder of the Facebook account 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 a Facebook account by Facebook.

5. **PRIZES (2 available, 1 per entry method).** A \$100 H-E-B Gift Card. Gift card is subject to applicable terms and conditions, including dormancy fees and expiration dates, if any, and may not be used by the winner for the purchase of alcohol or tobacco. Approximate Retail Value of prize is \$100. No substitution or transfer of prize (or portion thereof) will be permitted by winner. Sponsor reserves the right to substitute a prize (or portion thereof) for one of comparable or greater value, at its sole discretion.

6. **RANDOM DRAWINGS.** At the end of the Sweepstakes Period, one (1) winner will be selected from the Facebook entries and one (1) winner will be selected from the in-store entries. In each pool, the winning entry will be that entry that correctly guesses or is closest to the actual retail value, in dollars and cents, of the products in the Shopping Cart as regularly priced. In the event of a tie (if multiple entries in a pool correctly guess the value, or if multiple equally close entries represent the closest guess(es) in a pool), Sponsor will randomly select a winner from among the tied entries in that pool. Drawings will be conducted in Texas by Sponsor or its designee, whose decisions will be final and binding in all matters relating to this Sweepstakes. Limit one (1) prize per person. Subject to the selection method described herein, odds of winning depend on the number of eligible entries received in each pool.

7. **WINNER NOTIFICATION.** Entrants selected as potential winners in each drawing (each "Selectee") will be notified via (a) Facebook message (may require use of Messenger App depending on platform) or (b) the email/telephone contact information provided, and asked to respond as directed within twenty-four (24) hours to Sponsor with Selectee's name, address, telephone number, and date of birth. If a Selectee does not respond within twenty-four (24) hours, the Selectee will be disqualified, and an alternate Selectee will be contacted. Only Selectees who timely respond to Sponsor as instructed will be deemed Potential Winners and be sent a Prize Notification. Selectees may be required to sign, notarize, and return an affidavit of eligibility, 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 contacted. Any unclaimed prize will be forfeited to Sponsor.

8. SWEEPSTAKES CONDITIONS. This Sweepstakes is subject to these Official Rules and all applicable federal, state, and local laws and regulations (collectively "Rules and Laws"). 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 entrant it finds to be tampering with the entry process or the operation 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. 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 the Sweepstakes is cancelled, Sponsor reserves the right but shall have no obligation to award a prize from among all non-suspect eligible entries up to the time of such Force Majeure event.

9. 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; 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 or participation in this Sweepstakes, including claims and liability associated with any infringement of third party rights caused by the entrant's online posting. 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, stolen, misdirected, mutilated, undelivered, jumbled, scrambled, garbled, or delayed entries or other electronic communications; 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 prizes, 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.

10. DISPUTES. Except where prohibited, entrant agrees that: (i) 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; (ii) 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 (iii) 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 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.

11. USE OF INFORMATION. Information collected from entrants is subject to Sponsor's privacy policy at the following address: <http://www.heb.com/page/about-us/company/privacy-policy>.

12. WINNERS LIST. For a list of the winners, please visit www.Facebook.com/HEBHoustonTX21. The winners' names will be posted after winner confirmation is complete.

13. SPONSOR. HEB Grocery Company, LP, 646 South Flores Street, San Antonio, Texas 78204.

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