

H-E-B Slim Down Showdown Contest

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN.

1A. Entry Period: The entry period for the H-E-B Slim Down Showdown Contest (the “Contest”), sponsored by HEB Grocery Company, LP (“H-E-B” or “Sponsor”), begins on April 16, 2016. Registration, including video/photograph submissions, must be completed and received by September 16, 2016.

1B. Contest Period: The contest period for the Contest begins on January 9, 2017 and ends on April 1, 2017 (the “Contest Period”).

2. Eligibility: The Contest is open to legal residents of Texas who, at time of entry, reside within 50 miles of an H-E-B store and who are at least 18 years of age. Employees of H-E-B, the contest administrators described herein (including but not limited to the Wellness Program Administrator, Screening Administrator, and Coaching Administrators), and their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies and individuals living in the same household (whether related or not) of such employees, are not eligible to participate. All eligibility determinations are made by Sponsor in its sole discretion and are final.

Entrants will submit entries as set forth below. Fourteen (14) Entrants, seven (7) women and seven (7) men (herein, the “Wellness Program Participants” or “Participants”) will receive the Wellness Program Prizes and compete to win the Grand Prize, as applicable, described below.

Prior to selection as a Wellness Program Participant, Entrants may be notified by email, phone, or mail and requested to participate in additional screening to determine the Wellness Program Participants, including submission of medical information to the Wellness Program Administrator, the Screening Administrator, and the Coaching Administrator(s). All Entrants consent to and, upon request, must facilitate background checks, physical or psychological exams, and/or drug screenings to be determined by Sponsor, and may be requested to participate in telephonic or in-person interviews. Entrants authorize Sponsor to investigate, access, and collect information about Entrants, including all personal, employment, and criminal background facts. Sponsor may, at its discretion, take into account any information obtained as described herein in the selection of Wellness Program Participants. Sponsor reserves the right to disqualify any entrant or Participant who provides false or misleading information in the course of the application process or the Contest. Before final selection as a Wellness Program Participant, Entrant will be required to timely execute and return a release of liability/publicity and affidavit of eligibility. Failure to timely complete, execute or return any required document may result in disqualification and the selection of alternate participants.

Wellness Program Participants must be available to travel to San Antonio, Texas, January 9-14, 2017 to participate in a health and fitness education program (the “Wellness Program”) offered by the Wellness Program Administrator. Wellness Program Participants will additionally be required to participate in certain limited screenings (“Progress Screenings”) offered by the Screening Administrator subsequent to their participation in the Wellness Program to assess their

success in achieving the goals of the Contest (including but not limited to Second Saturday Screenings, the Midpoint Screening and the Finale Event).

Prior to attending the Wellness Program, Participants will be required to obtain a medical screening by a licensed physician and to obtain the physician's consent and approval to participate in the Wellness Program pursuant to a form to be provided at the time of selection. If (i) the selected Participant's physician does not consent to or approve the Participant's participation, (ii) in the sole discretion of any of the Sponsor, the Wellness Program Administrator, the Screening Administrator, or the Coaching Administrator(s), the Participant's health condition renders the Participant an unsuitable candidate for the Wellness Program or the Contest, or (iii) the Participant fails to execute waivers and release agreements required by Sponsor, the Wellness Program Administrator, the Screen Administrator, and the Coaching Administrator(s), then the Participant will be deemed ineligible to participate further and will receive no prize except at Sponsor's discretion.

Wellness Program Participants must also be available to travel to San Antonio, Texas or another location to be determined by Sponsor on February 17-19, 2017 for a midpoint screening and activity (the "Midpoint Screening"), and on March 30 – April 1, 2017, to participate in the final screening and finale activities (the "Finale Event").

PARTICIPANTS ARE SOLELY RESPONSIBLE FOR MONITORING AND SAFEGUARDING THEIR OWN HEALTH BEFORE, DURING, AND AFTER PARTICIPATING. SPONSOR, WELLNESS PROGRAM ADMINISTRATOR, SCREENING ADMINISTRATOR, AND COACHING ADMINISTRATOR(S) ASSUME NO RESPONSIBILITY TO MONITOR, DETECT, OR WARN PARTICIPANTS OF ADVERSE HEALTH CONDITIONS OR TO MONITOR, DETECT, OR WARN PARTICIPANTS OF UNSAFE PARTICIPATION. SPONSOR RESERVES THE RIGHT TO (BUT IS UNDER NO OBLIGATION TO) DISQUALIFY ANY PARTICIPANT WHO IT DETERMINES IN ITS SOLE DISCRETION ATTEMPTS TO PARTICIPATE OR LOSE WEIGHT IN AN UNSAFE MANNER.

3. How to Enter: During the Entry Period, visit www.HEB.com/slimdown and download the H-E-B Slim Down Showdown application form. Click [here](#) for a direct link to the application form. Complete the required form with your video and photograph. Follow the instructions on the application form and include all information requested. For more details regarding your video/photograph submission see below. By submitting an entry you (a) acknowledge that you have read the Official Rules of the H E B Slim Down Showdown Contest, and (b) agree to be bound by the Official Rules and the decisions of the Sponsor in all matters pertaining to the Contest, which are final. The Contest is subject to all applicable federal, state, and local laws and regulations, and is void outside of Texas.

Video/Photograph Submission: Each entry must include one (1) photograph (as detailed below) and may include one video (as detailed below). Entries without a photograph will be considered incomplete and will not be considered in the selection process.

3A. Video option: Each entry may include a video. Although a video is not required, it is strongly recommended. You may upload one (1) original video with a maximum length of three (3) minutes. Any video that will be included in an entry must be uploaded to www.youtube.com

("YouTube") prior to submission with your application. All videos must have their privacy settings set to "public" or "unlisted." If you are not a registered member of YouTube, you will need to register for a free YouTube account at www.youtube.com and agree to YouTube's applicable terms and conditions before you can submit your video to the Contest. This Contest is in no way sponsored, endorsed or administered by, or associated with, YouTube. The video submission should explain why you would like to participate in the Contest. Entrant should be personally depicted (fully clothed) in the video and should state his/her first and last name on screen. No person other than the Entrant should appear in the video. Videos containing any inappropriate, obscene, or defamatory images or material will be disqualified. See Section 6 below for additional requirements and terms relating to videos. Videos should be uploaded per the application instructions.

3B. Photograph requirements: You must upload one (1) digital photograph no larger than 5 megabytes. Photograph should personally depict the entrant and be a full-length view of the entrant and may include content indicating why you would like to participate in the Contest. You should be fully clothed in athletic or other suitable attire in the photograph. Please do not submit a photograph of yourself in underwear or swimsuit attire.

3C. Submission Compliance:

Should any submission fail to comply with the Official Rules, Sponsor reserves the right to disqualify the entry. All entries become the property of the Sponsor and will not be returned.

4A. Judging for Selection of Wellness Program Participants: Wellness Program Participants will be selected on or about December 15, 2016 in San Antonio, 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 the entrants' willingness and ability to effectively share the story of their participation in the Wellness Program and their subsequent lifestyle changes with others, and participation of contestants from multiple regions. Subject to the selection method described herein, odds of selection as a Wellness Program Participant depend on the number of eligible entries received.

4B. Judging for Grand Prize: One (1) male and one (1) female among the Wellness Program Participants will be selected as Grand Prize winners. Grand Prize winner selection is based on the following components: (a) the Participant's improvement on health screening factors established by the Sponsor, the Wellness Program Administrator, and the Screening Administrator ("Health Screening Improvement") (60% of total), (b) public engagement in the Participants' online participation ("Online Engagement") (15% of total), and (c) the Participants' overall participation in the program ("Overall Participation") (25% of total). The Grand Prize Winners will be the male and female Participants with the highest combined total of Health Screening Improvement score, Online Engagement score, and Overall Participation score as defined below in their respective gender groups. Tie breaker method will be established by Sponsor and disseminated to the Participants at or prior to the Wellness Program. Sponsor reserves the right to modify contest procedures, wellness program administration, and/or judging criteria upon reasonable notice to the Participants, including (without limitation) such modification as Sponsor may deem necessary in its sole discretion to insure the practicable and efficient operation of the Contest. Subject to

the judging method described herein, odds of a Wellness Program Participant being awarded the Grand Prize are 1 in 7.

Health Screening Improvement Score: Health Screening improvement will be calculated based on improvements in health factors as measured at the start of the Wellness Program according to criteria established by the Sponsor, the Wellness Program Administrator, and the Screening Administrator and disseminated to the Participants at or prior to the Wellness Program, which criteria may include (but may not be limited to) weight/BMI, cholesterol, glucose, triglycerides, metabolic age, liver enzymes, C-Reactive protein, and other factors. Final health screening will be conducted on or about March 31, 2017 in San Antonio, Texas under procedures to be established by Sponsor at its discretion. Score calculation method will be established by the Sponsor and disseminated to the Participants at or prior to the Wellness Program.

Online Engagement Rank: The public will be invited to follow the progress of the Contest through www.HEB.com and/or affiliated sites. Public online interest in each Participant's progress will be measured according to criteria established by the Sponsor and disseminated to the Participants at or prior to the Wellness Program, which criteria may include online voting, page view rankings, or other factors. Score calculation method will be established by the Sponsor and disseminated to the Participants at or prior to the Wellness Program.

Overall Participation Rank: Overall participation will be scored based on the extent of Participants' participation in blogging and social media, tracking daily food intake, tracking daily activity and health metrics, participation in weekly meetings with personal health guides and/or Coaching Administrators, and participation in events promoting the Slim Down Showdown program and completion of the Wellness Program which may include, without limitation, full attendance at the following:

- Fit Camp: January 10-14, 2017
- Pantry Makeover (in contestant's hometown)
- Second Saturday Screenings in contestant's hometown
 - February 11, 2017
 - March 11, 2017
- Midpoint Screening: February 17-19, 2017
- Finale: March 29 – April 1, 2017

Scoring parameters will be disseminated at or prior to the Wellness Program. Certain scored elements may include minimum participation requirements, the failure to comply with which may result in disqualification.

A Participant will be disqualified if, in the sole discretion of the Sponsor, the Sponsor determines that they have (a) attempted to manipulate their health improvement results by (i) intentionally gaining weight or manipulating health factors prior to the start of the Wellness Program, (ii) undergoing any medical weight loss procedure or other procedure prior to or during Contest Period with the intention of manipulating the Contest results, (iii) using any form of medication or dietary supplement for the purpose of weight loss or for the purpose of affecting or altering tested health factors (other than one prescribed by a physician for legitimate medical purposes unrelated to the Contest), (iv) discontinuing or otherwise manipulating the Participants' use of medications

or supplements (whether prescription or over-the-counter) to affect or alter tested health factors (other than as directed by a physician for legitimate medical purposes unrelated to the Contest), (v) fasting, dehydrating, or reducing caloric intake to unreasonable or unsafe levels, or (vi) exercising at levels of intensity or for periods of time that are unreasonable or unsafe, (b) otherwise taken actions for the purpose of weight loss or tested health factor improvement that are inconsistent with the advice and guidelines of the Wellness Program, (c) failed to report for or participate in required follow-up consultation and screening, or (d) failed to seek medical assistance for any health condition that would affect the Participant's ability to safely participate in the Contest. Likewise, a Participant will be disqualified if, in the sole discretion of the Sponsor, the Sponsor determines that the Participant or a person acting on behalf of the Participant has attempted to manipulate any Participant's Online Engagement Rank through any illegitimate means, including (without limitation) through the use of bots, scripts, automated requests, or denial-of-service techniques. Sponsor decisions as to this and all other matters in the Contest are final.

5. Prizes:

Wellness Program Participant Prizes (14 available): The Wellness Program Participants will attend the Wellness Program in San Antonio, which program includes housing, food, and program activities for six (6) days, plus round-trip transportation. The Participants will receive round-trip transportation to the Midpoint Screening and receive housing, food, and round-trip transportation for the Finale Event. Round-trip transportation includes air or ground transportation to the event location from a major airport or gateway near Participant's home, as selected by Sponsor in its sole discretion. The Wellness Program Participants will also receive a fitness-themed prize pack of items to be selected by Sponsor (e.g., water bottle, t-shirts, fitness watch, etc.), a \$100 H-E-B gift card, an electronic netbook or similar device, and a "makeover." (Approximate retail value of Wellness Program Participation and other included prizes: \$3,000.) Each Participant may be featured on www.HEB.com and in H-E-B marketing materials during and after their participation in the Wellness Program, the Midpoint Screening and the Finale Event. While in attendance at the Wellness Program, Participants may not be accompanied by guests. All expenses not described herein are the sole responsibility of the Participant, including any costs and expenses associated with absence from the Participant's home.

GRAND PRIZES (2 available): Each Grand Prize Winner will receive a cash prize in the amount of \$10,000.

ALL PRIZES: Any costs, including all applicable taxes and fees, and any expenses not stated in these Official Rules associated with the prizes are the sole responsibility of the winners. By accepting prizes, Participants consent to reporting of prize values to tax authorities as prize income. Prizes are non-transferable, non-substitutable, and may not be redeemed for cash. Assignment of entrants to a grand prize category shall be at sole discretion of the Sponsor. All prizes will be awarded provided a sufficient quantity of qualifying entries is received and prizes are claimed properly in accordance with these rules.

6. Rights: As to all video and photograph submissions, and also as to any images, creative works, and communications made during the course of a Participant's involvement in the Contest ("Submissions"), the Entrant and/or Wellness Program Participant warrants that such

Submissions represent their wholly original creation and do not infringe any copyright, trademark, publicity, privacy or other proprietary right of any third party, union or guild. For purposes of this rule, modifying, enhancing, or altering a third party's preexisting work does not qualify as an original creation. Entrants/Participants further warrant that they have received consent from anyone other than Entrant/Participant who appears within the Submissions for their inclusion in the Submission, and may be required to provide proof of such consent. Submission of such materials grants Sponsor and its agents the right, in their discretion, to publish, use, adapt, edit and/or modify the Submissions in any way, in commerce and in any and all media worldwide now known or hereinafter developed, without limitation and without notice or consideration to the entrant. Entrants/Participants further agree that their Submission constitutes an assignment of all rights, title and intellectual property rights in and to their Submissions to Sponsor as a condition of competing for a prize, including the right to make any derivative version of the entrant's Submission, and absolute discretion to alter the entrant's Submission in any way, including without limitation editing, cropping, reformatting, title changes, and removal or addition of any element. Entrants/Participants agree that, upon selection and during the course of the Contest, 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 written policies and guidelines established by Sponsor and provided to the Entrant/Participant. Sponsor may require Wellness Program Participants and Grand Prize Winners to execute documents to confirm these assignments, transfers, and consents, or prize will be forfeited and an alternate winner selected based in the criteria stated herein. Although rights to publish, produce and use entries are granted as described herein, Sponsor is under no obligation to publish, produce or use any Submission in any way. Sponsor reserves the right to disqualify or reject any Submission that it determines in its sole discretion to contain any content that is contrary to the Official Rules; obscene; defamatory; dangerous; infringing on the rights of third parties, including their intellectual property rights; detrimental to the reputation of Sponsor; or otherwise inappropriate or unsuitable for publication to general audiences.

Entrants and/or anyone who appears within the Submissions (or their parents or legal guardians if such individuals are minors) grant permission to Sponsor to use their Submissions, any derivatives/portions thereof, names, likenesses, and biographical information for promotional or advertising purposes in all media worldwide, without notice or further compensation, unless prohibited by law.

7. RELEASES AND INDEMNIFICATION: By participating, Entrants hereby agree to release, indemnify, and hold harmless Sponsor, the Wellness Program Administrator, the Screening Administrator, the Coaching Administrator(s), their affiliates, subsidiaries, each of their respective directors, officers, shareholders, employees, agents, consultants, advertising and promotional agencies, and prize suppliers (collectively the "Releasees") from and against any and all liability, loss, damage, harm, injury, cost or expense (including reasonable attorney's fees) which may occur resulting from their preparation for or participation in the Contest or the Wellness Program; the preparation of any Submission (including any allegation that a submission violates the intellectual property rights or other rights of a third party); or from their acceptance, possession, or use/misuse of any prize.

8. Entry Errors: Sponsor is not responsible for: (i) electronic or digital entries that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, or misdirected; (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 jeopardize the administration, security, fairness, integrity or proper conduct of this 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, or any causes beyond the control of Sponsor that corrupt or affect the security, administration, fairness, integrity 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.

Sponsor reserves the right, at its sole discretion, to disqualify any individual who tampers with or attempts to tamper with the entry process, who violates any of the Official Rules or any written agreement with the Sponsor, or who becomes ineligible during the course of the Contest.

CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEB SITE OR OTHERWISE CORRUPT THE CONTEST OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY, SEEK PROSECUTION OF, AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

9. Disputes/Choice of Law: Except where prohibited, each entrant agrees that this Contest shall be governed by the laws of the State of Texas without regard to the conflict of laws principles thereof.

10. Winners' List: For the names of the winners and/or a copy of the Official Rules, visit www.HEB.com. The Winners' names will be posted on or before May 1, 2017 following the verification of all winners and the awarding of all prizes.

11. Sponsor: This Contest is sponsored by HEB Grocery Company, LP, 646 South Flores Street, San Antonio, Texas 78204.