H-E-B Hopkins-Watson Challenge Video Sweepstakes
Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. BY ENTERING, ALL ENTRANTS ACKNOWLEDGE AGREEMENT TO THESE OFFICIAL RULES.

1. Entry Period. The entry period for the Hopkins-Watson Challenge Video Sweepstakes (the "Sweepstakes"), sponsored by H-E-B, LP ("H-E-B" or "Sponsor"), begins on July 15, 2019 at 12:00:01 a.m. Central Time ("CT") and ends on August 31, 2019 at 11:59:59 p.m. CT (the "Sweepstakes Period"). The computer clock of Sponsor's webmaster is the official time-keeping device for the Sweepstakes.

2. Eligibility. The Sweepstakes is open only to Texas residents, and at least eighteen (18) years old at the time of entry. By participating in the Sweepstakes, entrants fully and unconditionally agree to and accept these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Sweepstakes. Whether an entrant receives the Grand Prize is contingent upon fulfilling all requirements set forth herein.

3. How to Enter. There are two (2) methods to enter the Sweepstakes. Each entrant may only submit one (1) entry via one (1) method during the Sweepstakes Period.

a. During the Sweepstakes Period, create an original video that shows one (1) person throwing and one (1) other person catching or attempting to catch sushi with chopsticks and upload the electronic video file (a "Submission") to either Facebook, Instagram, or Twitter set to public view and using the hashtag #hopkinswatsonchallenge. Each entrant may upload only one (1) Submission during the Sweepstakes Period, and only a Submission entered during the Sweepstakes Period and satisfying the Guidelines and Restrictions below will be eligible.

b. Alternatively, entrants may enter the Sweepstakes by mail by writing their full name, telephone number, complete mailing address, and email address on a 3" x 5" post card. Entrants must mail their entry with sufficient postage to: H-E-B Hopkins-Watson Challenge Video Sweepstakes, 646 South Flores Street N/1, San Antonio, Texas 78204**.** No mechanically reproduced or photocopied entries accepted. Sponsor is not responsible for lost, late, damaged, misdirected, illegible, or incomplete entries, or for entries that are not forwarded to the address above in time for the random drawing (see drawing details in Paragraph 6, below). Entries must be received by August 31, 2019 to be eligible for the Grand Prize drawing.

4. Guidelines and Restrictions. By uploading a Submission, entrants agree that their video conforms to the Guidelines and Restrictions below (collectively, the "Guidelines and Restrictions") and that Sponsor, in its sole discretion, may disqualify entrants from the Sweepstakes if Sponsor believes that a Submission fails to conform to the Guidelines and Restrictions.

Guidelines

- A Submission must be in .gif, .avi, .flv, .mov, .mpg, .mpg2, .mpg4, or .wmv format;
- A Submission must not exceed two (2) minutes in length; and
- A Submission must not exceed one-hundred-fifty (150) MB in size.

Restrictions.

- A Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Submission must not disparage Sponsor or any other person or party affiliated with the Sweepstakes;
- A Submission must not contain brand names or trademarks other than those owned by Sponsor;
- A Submission must not contain images or artwork not created by the entrant;
- A Submission must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- A Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- A Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where Submission is created.

5. Limit. Each entrant may only submit one (1) entry during the Sweepstakes Period. Submissions received from any person in excess of the stated limit will be void. Entrant must have permission from all individuals that appear in the Submission (if any) to use their name and likeness in the Submission and to grant the rights set forth herein. If requested, entrant must be able to provide such permissions in a form acceptable to Sponsor or entry may be disqualified. No persons under age eighteen (18) may be depicted in a Submission unless entrant is the parent or legal guardian of the depicted persons. Uploading a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for Sweepstakes or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission. Released Parties (as defined in section 11, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions; all of which will be void.

Regardless of the number of persons appearing in a Submission, only the entrant submitting the Submission is eligible to win. In the event of a dispute as to any Submission, the entrant whose Facebook, Instagram, or Twitter account was associated with the entry will be deemed to be the entrant and must comply with these Official Rules.

Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations, logins, or any other methods will void all of that entrant's entries and that entrant will be disqualified. Use of any automated program to enter will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified.

6. Grand Prize. ONE (1) AVAILABLE: The Grand Prize winner will receive H-E-B Gift Cards in the amount of Two Thousand, Five Hundred Dollars. Approximate Retail Value: $2,500. Grand Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Gift cards are subject to applicable terms and conditions, including dormancy fees or expiration dates, if any, and may not be used by the winner for the purchase of alcohol or tobacco products.

7. Winner Selection, Notification, and Requirements. Sponsor or its designee will select the potential Sweepstakes winner at random from among all identified eligible entries in a drawing to take place in San Antonio, TX on or about September 1, 2019. The potential Sweepstakes winner will be notified by phone, email, mail, or direct message using the same social media site and account on which the entrant posted a Submission on or about September 2, 2019. The potential winner must comply with all terms and conditions of these Official Rules; and winning is contingent upon fulfilling all requirements. The potential winner will be required to sign and return a Declaration of Compliance, Liability and Publicity Release ("Declaration"), which must be received by Sponsor within seven (7) days of the date notice or attempted notice is sent, in order to claim the Grand Prize. If the potential winner cannot be contacted, fails to execute and return the Declaration within the required time period or provide any other requested information (if applicable), or prize is returned as undeliverable, the potential winner forfeits the Grand Prize and is disqualified. In the event that a potential Sweepstakes winner is disqualified for any reason, an alternate winner will be chosen at random. If after three (3) attempts a Sweepstakes winner is not confirmed, the Grand Prize will remain un-awarded.

8. Grant of Rights. Acceptance of the Grand Prize shall constitute and signify winner's agreement and consent that Sponsor may use the winner's name, city, likeness, Submission and/or prize information in connection with the Sweepstakes, worldwide, including the Internet, without limitation and without further payment or consideration, except where prohibited by law. Without limiting the generality of these Official Rules, Grand Prize winner shall irrevocably grant, transfer, convey, and assign to Sponsor the entirety of the rights in and to the Submission and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Submission for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. Grand Prize winner accepts and acknowledges that Sponsor shall not be obligated to use the Submission and that Sponsor in its sole discretion shall have the right to refrain from using the Submission. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Grand Prize winner will indemnify Sponsor, Released Parties and any licensee of

Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms.

9. Release. BY RECEIPT OF GRAND PRIZE, WINNER AGREES TO RELEASE AND HOLD HARMLESS SPONSOR AND ITS SUBSIDIARIES, AFFILIATES, SUPPLIERS, DISTRIBUTORS, ADVERTISING/SWEEPSTAKES AGENCIES, AND EACH OF THEIR RESPECTIVE PARENT COMPANIES AND EACH SUCH COMPANY'S OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, ARISING OUT OF PARTICIPATION IN THE SWEEPSTAKES, ANY ATTEMPT TO CREATE A SUBMISSION, OR RECEIPT OR USE OR MISUSE OF THE GRAND PRIZE.

10. General Conditions. Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds: (i) to be tampering with the entry process or the operation of the Sweepstakes; (ii) to be acting in violation of these Official Rules or any other Sweepstakes or in an unsportsmanlike or disruptive manner; (iii) to be presently or formerly engaged in conduct that would tend to promote discrimination/hatred/harm of any person, or that would tend to subject H-E-B to defamation, embarrassment, or ridicule as a result of association with the entrant and/or the entrant's conduct. Any attempt by any person to deliberately 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 seek damages from any such person to the fullest extent permitted by law. Sponsor further reserves the right to report for removal by the hosting site any Submission that violates these rules or the terms of service of the hosting site. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

11. Limitations of Liability. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, 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, network hardware or software, or computer systems/servers/providers; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries, or selection announcements; (5) late, lost, undeliverable, misdirected, damaged or stolen mail or entries; or (6) any injury or damage to persons or property (including personal injury or damage to computer systems) which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes, any attempt to create a Submission, or receipt or use or misuse of Grand Prize. If for any reason a Sweepstakes entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded.

12. Disputes. Except where prohibited, entrants agree 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 the United States District Court for the Western District of Texas or the appropriate Texas State 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, punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. 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.

13. Privacy Policy. Information collected from entrant is subject to Sponsor's Privacy Policy, located at www.heb.com/privacypolicy.

14. Winner. The Sweepstakes winner's name will be posted on Facebook, Instagram, and Twitter once the winner is confirmed.

15. Sponsor. The sponsor of this Sweepstakes is H-E-B, LP, 646 South Flores Street, San Antonio, Texas, 78204.

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