SAN ANTONIO COMMANDERS H-E-B GAMEDAY POLL
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A purchase will not increase your chances of winning. Void where prohibited.

1. **ENTRY PERIOD.** The San Antonio Commanders H-E-B Gameday Poll (the "Sweepstakes") sponsored by San Antonio Commanders ("Sponsor") begins on February 9, 2019, at 12:00:01 a.m. Central Time ("CT"), and entries must be received by February 9, 2019, at 6:59:59 p.m. CT (the "Entry Period"). Entries limited as described below. Sponsor's computer is the official time keeping device for the Sweepstakes.

2. **HOW TO ENTER.** To enter the Sweepstakes, entrants will be directed to a survey through a link in Sponsor's Facebook post about the Sweepstakes. The survey must be completed as directed on or before February 9, 2019, at 6:59:59 CT. Free Internet access is available at many public libraries. A completed and correct poll response will equal one (1) entry into the Sweepstakes. Limit (1) entry per person. Entries must be manually key-stroked; use of script, macro automated entry devices or programs to enter or subvert the entry process is prohibited, and all such entries will be void. Proof of submission is not proof of receipt. Upon submission, all entries become the property of Sponsor, and will not be acknowledged or returned. 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.

3. **ELIGIBILITY.** The Sweepstakes is open only to legal residents of Texas, who are at least eighteen (18) years old at the time of entry. Employees, officers, directors and agents of Sponsor, H-E-B, LP, and their respective parents, subsidiaries, affiliates, clients, 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. Void where prohibited by law.

4. **PRIZE.** GRAND PRIZE (15 available): One (1) Twenty Dollar ($20) H-E-B gift card. Approximate retail value of Grand Prize is $20. Gift cards are subject to applicable terms and conditions, including dormancy fees and expiration, if any. No substitution or transfer of prize (or portion thereof) will be permitted by winners. Sponsor reserves the right to substitute prizes (or portion thereof) for one of comparable or greater value, at its sole discretion. Winners are solely responsible for all expenses related to receipt or use of the prizes, including any taxes or tax reporting obligations related to the prizes or the Sweepstakes.

5. **RANDOM DRAWING.** Prize winners will be selected in a random drawing on or about February 11, 2019, from among all eligible entries received during the Entry Period. Drawing will be conducted in San Antonio, Texas by Sponsor or its designee. Limit one (1) prize per

family/household. Odds of winning depend on the number of eligible entries received by Sponsor during the Entry Period.

6. **WINNER NOTIFICATION.** The potential winners will be notified by mail, email or phone. The potential winners may be required to sign and return an Affidavit of Eligibility, Liability and Publicity Release, which must be received by Sponsor within seven (7) days of the date notice or attempted notice is sent, in order to claim the prize. If potential winner(s) cannot be contacted, fail(s) to sign and return the Affidavit of Eligibility, Liability and Publicity Release within the required time period (if applicable), or prize(s) is/are returned as undeliverable, potential winner(s) will forfeit prize. In the event that potential winner(s) decline(s) prize(s) or is/are disqualified for any reason, Sponsor will award the prize(s) to alternate winner(s) by random drawing from among all remaining eligible entries.

7. **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 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 (iii) to be acting in an unsportsmanlike or disruptive manner, 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 DAMAGE ANY WEBSITE RELATED TO THE ADMINISTRATION OF THE SWEEPSTAKES OR 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 Sweepstakes is cancelled, the Sponsor reserves the right, but shall have no obligation, to award the prize(s) from among all non-suspect eligible entries up to the time of such Force Majeure event. Facebook is not affiliated with this Sweepstakes in any way and are not responsible for the administration of the Sweepstakes or the awarding of any prize, and no endorsement or approval of Sweepstakes by Facebook is expressed or implied.

8. **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 the Sweepstakes Entities 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. 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 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.

9. **USE OF INFORMATION.** Information collected from entrants is subject to Sponsor's privacy policy at the following address: https://aaf.com/privacy-policy.

10. **SPONSOR:** San Antonio Commanders, 100 Montana Street, San Antonio, Texas 78203.

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