

H-E-B VIRTUAL DINNER PARTY PHOTO 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 AND THE UNITED STATES. INTERNET ACCESS AND INSTAGRAM ACCOUNT REQUIRED TO PARTICIPATE.

1. **SWEEPSTAKES PERIOD.** The Sweepstakes begins at 9:00:01 a.m. Central Time (“CT”) on December 14th, 2015, and ends at 11:59:01 p.m. CT on December 19th, 2015 (“Sweepstakes Period”).
2. **ELIGIBILITY.** To enter the H-E-B Virtual Dinner Party Photo Sweepstakes (the “Sweepstakes”), you must (a) be a lawful permanent resident of the State of Texas; (b) at least eighteen (18) years of age at the time of entry, and (c) have an active Instagram account and Internet access. Free Internet access is available at many public libraries, and you can create an Instagram account for free. 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. Instagram.com is not associated with this Sweepstakes in any way and is not responsible for the administration of the Sweepstakes or the awarding of the prize. No sponsorship, endorsement or approval of Sweepstakes by Instagram is expressed or implied.
3. **HOW TO ENTER.** (1) Go to <http://www.instagram.com/heb> and sign up to “Follow” @HEB (“H-E-B Instagram Feed”) on instagram.com. (2) Post a photo on Instagram of your favorite holiday drink, dish or dessert using the “#HEB Cheer Sweepstakes” hashtag during the sweepstakes period. Limit one (1) entry per person per day. In order for your entry to be validated, your Instagram profile settings must be public. You may not use multiple Instagram accounts to enter. By uploading your photo via Instagram you represent that your entry conforms to the Photo Guidelines (defined below). Sponsor, in its sole discretion, may remove your entry from any Sponsor-related pages or collections and disqualify you from the Sweepstakes if it believes, in its sole discretion, that your entry fails to conform to the Photo Guidelines. Proof of 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.

PHOTO GUIDELINES:

1. Your photo must not contain any individual other than yourself; and
2. Your photo cannot have been submitted previously in a promotion or Sweepstakes of any kind or exhibited or displayed publicly through any means prior to the Sweepstakes;
3. Your photo 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;
4. Your photo must not disparage Sponsor or any other person or party affiliated with the Sweepstakes;

5. Your photo must not contain images, artwork or other information that contains an address, telephone, or other personal identifying information relating to the entrant or any other person, other than the Instagram user account name;
6. Your photo must not contain material that is inappropriate, indecent, obscene, hateful, tortuous, defamatory, slanderous, libelous or otherwise questionable. Sponsor retains sole discretion as to what constitutes inappropriate content;
7. Your photo 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
8. Your photo must not contain material that is unlawful, in violation of or contrary to any federal or states laws or regulations.

You do not transfer ownership of your photo by entering the Sweepstakes. However, by entering, you irrevocably grant Sponsor, its agents, licensees, and assigns the unconditional and perpetual (non-exclusive) right and permission to copyright, reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use your photo as-is or as-edited (with or without using your name) in any media throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from you or any other party. Winners may be required to confirm this assignment of rights and their compliance with these Official Rules in writing or prize may be forfeit.

In the event of a dispute as to who submitted an entry, entries will be deemed made by the authorized account holder of the Instagram account submitted 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 an Instagram account by Instagram.

4. **PRIZES. GRAND PRIZE (6 available):** The Grand Prize winners will receive a Virtual Dinner Party prize pack and \$100 H-E-B gift card. Approximate Retail Value (“ARV”) of Grand Prize is \$150. H-E-B Gift Card is subject to applicable terms and conditions including dormancy fees, if any, and may not be used for the purchase of alcohol or tobacco. Winner is responsible for all taxes associated with the receipt of the prize. 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.
5. **RANDOM DRAWINGS.** Prize winners will be selected in random drawings on or about December 19th, 2015 from among all eligible entries received during the applicable Entry Period. Drawings will be conducted in San Antonio, 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 family/household. Odds of winning depend on the number of eligible entries received by Sponsor during each Entry Period.
6. **WINNER NOTIFICATION.** Entrants selected as potential winners in each Drawing (“Selectees”) will be notified via a comment in the selected photo of his/her Instagram account and asked to respond to heb.social@heb.com within 24 hours to Sponsor containing his/her name, address, telephone number, and date of birth. If a Selectee does not respond within 24 hours, the Selectee will be disqualified and

an alternate Selectee will be drawn. Only Selectees who timely respond to the notification as instructed will be deemed Potential Winners and be sent a Prize Notification. Potential Winners will be required to sign, notarize and return an affidavit of eligibility, a liability release and publicity release within 7 days of Prize Notification or the prize will be forfeited in its entirety and an alternate Selectee will be drawn. Any unclaimed prize will be forfeited to Sponsor.

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 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 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 from among all non-suspect eligible entries up to the time of such Force Majeure event.

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 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 or participation in this Sweepstakes, including claims and liability associated with any infringement of third party rights caused by the entrant's photograph. 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: <http://www.heb.com/page/about-us/company/privacy-policy>
10. **WINNER'S LIST.** To obtain the winner's list, send a self-addressed, stamped envelope by January 23rd, 2016 to: H-E-B Virtual Dinner Party Instagram Sweepstakes, ATTN: Social Media Team, 646 South Flores St., San Antonio, Texas 78204.
11. **SPONSOR:** HEB Grocery Company, LP, 646 South Flores St., San Antonio, TX 78204.

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