BIG THANKS TEXAS GIVEAWAY SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. OPEN TO TEXAS RESIDENTS, 18+ ONLY. VOID WHERE PROHIBITED. ENDS 6/9/2025.

No purchase necessary. Ends 6/9/2025. TX residents, 18+. See rules at heb.com/giveaway.

- **1. SWEEPSTAKES PERIOD.** The Big Thanks Texas Giveaway Sweepstakes (the "Sweepstakes") is presented by H-E-B, LP ("H-E-B" or "Sponsor"). The Sweepstakes begins February 10, 2025, at 12:00:01 a.m. Central Time ("CT") and ends June 9, 2025, at 11:59:59 p.m. CT (the "Sweepstakes Period"). Sponsor's computer is the official time keeping device for the Sweepstakes.
- **2. ELIGIBILITY.** To participate in the Sweepstakes, entrant must be a legal resident of the State of Texas, and be at least eighteen (18) years of age at the time of entry. H-E-B and its parents, subsidiaries, affiliated entities, distributors, suppliers, sweepstakes Administrator, and advertising and promotional agencies (collectively, the "Sweepstakes Entities"); each of the Sweepstakes Entities' respective employees, officers, directors, and agents ("Sweepstakes Entity Individuals"); and the immediate family members (parent/child, grandparent/grandchild, sibling, or spouse) and household members (whether related or not) of each Sweepstakes Entity Individual are not eligible. This Sweepstakes is void outside the State of Texas and where prohibited by law. This Sweepstakes and any website pages, advertisements, and in-store documents or signage relating thereto are intended for viewing only within the State of Texas. Subject to all applicable federal, state, and local laws and regulations.
- **3. HOW TO ENTER.** Sponsor will select winners of "Daily Prizes" from among the "Daily Entries" in each "Daily Entry Pool." Enter the Daily Entry Pools using one of the five methods below. Limit one (1) Daily Entry per person per day during the Sweepstakes Period regardless of method of entry. To use entry methods 3(a), (b), (c), or (d), you must have and/or log into a My H-E-B Account as described in paragraph 5. You need not have a My H-E-B account or make a purchase to enter using entry method 3(e) or to enter the Second Chance Drawing.
- a. <u>To enter using the My H-E-B App at checkout</u>. During the Sweepstakes Period, scan your account's barcode in the App when you make an in-store purchase at any H-E-B store (excluding Pharmacy). If eligible, the registrant for the My H-E-B account associated with the bar code presented will receive one (1) Daily Entry in the Daily Entry Pool for the date of purchase.
- b. <u>To enter using a mobile browser at checkout</u>. During the Sweepstakes Period, scan your account's barcode as displayed within the www.heb.com website when you make an instore purchase at any H-E-B store (excluding Pharmacy). If eligible, the registrant for the My H-E-B account associated with the barcode presented will receive one (1) Daily Entry in the Daily Entry Pool for the date of purchase.

- c. <u>To enter using a phone number at checkout</u>. During the Sweepstakes Period, when making an in-store purchase at any H-E-B store, (i) enter the phone number registered to your My H-E-B account on the self-checkout screen, or (ii) provide the phone number registered to your My H-E-B account to the H-E-B cashier in a full-service checkout lane (excluding Pharmacy). If eligible, the registrant for the My H-E-B account associated with the phone number entered will receive one (1) Daily Entry in the Daily Entry Pool for the date of purchase.
- d. <u>To enter using your My H-E-B Account for curbside or delivery orders</u>. During the Sweepstakes Period, log in to your My H-E-B account when using heb.com or the App to complete a curbside or delivery order. If eligible, the registrant for the My H-E-B account associated with the order will receive one (1) Daily Entry in the Daily Entry Pool for the date of pickup or delivery. Order must be picked up or delivered during the Sweepstakes Period to be eligible.
- e. <u>To Enter By Mail</u>. Print your name, age, home mailing address, email address, and day and evening phone numbers (including area code) on a 3" x 5" card, and place the card in a standard-sized (#10) envelope. **Write on the outside of the envelope "ENTRY FOR DATE:" followed by the date of the Daily Entry Pool you wish to enter.** Mail the card and envelope to: "Big Thanks Texas Giveaway Sweepstakes," c/o Merkle Inc., P.O. Box 5025, Department 866046, Kalamazoo, MI 49003-5025. Limit one (1) Daily Entry per envelope. To be eligible for a Daily Entry, your mail-in entry must be received no later than the applicable deadline indicated in paragraph 6(b) below.
- f. Entry Method Conditions. Once a Daily Entry has been recorded for a given date, no further entries by that entrant will be eligible for that day. No entries will be provided for purchases made at the H-E-B Pharmacy counter; at H-E-B restaurants or fuel stations; or at Mi Tienda, Central Market, or Joe V's SmartShop. All entries are subject to verification to determine eligibility. By submitting any entry, entrants acknowledge that they have read and agree to be bound by these Official Rules of the Sweepstakes. No mechanically reproduced mail-in entries accepted. All mail-in entries become the property of the Sponsor and will not be acknowledged or returned. Mail-in entries that do not indicate the date of the Daily Entry Pool you wish to enter or mail-in entries received after the deadline applicable to the Daily Entry Pool specified will be entered into the Second Chance Drawing, if otherwise timely. Use of any automated system to participate in the Sweepstakes is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register the relevant My H-E-B account will be deemed to be the registrant or player. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the registered address. Potential winners may be required to show proof of being the authorized account holder. Proof of submission of entry or registration is not proof of receipt.
- **4. HOW TO ENTER SECOND CHANCE DRAWING.** To enter the "Second Chance Drawing," print your name, age, home mailing address, email address, and day and evening phone numbers (including area code) on a 3" x 5" card, and place the card in a standard-sized (#10) envelope.

Write on the outside of the envelope "SECOND CHANCE DRAWING." Mail the card and envelope (a "Second Chance Entry") to: "Big Thanks Texas Giveaway Sweepstakes," c/o Merkle Inc., P.O. Box 5025, Department 866046, Kalamazoo, MI 49003-5025. Limit one (1) Second Chance Entry per envelope. Second Chance Entries are subject to the Entry Method Conditions in 3(f) above and must be received by June 18, 2025 to be eligible.

5. MOBILE DEVICE, SYSTEM, AND ACCOUNT REQUIREMENTS. To utilize entry methods 3(a), (b), (c), or (d), an entrant must have or create a free My H-E-B account, including a valid name and email address. If you do not have a My H-E-B account, you can create one for free by either (i) registering at the www.heb.com website, or (ii) downloading the "My H-E-B" app (the "App") to your eligible mobile device via the App Store® (for Apple® devices) or Google Play™ (for Android™ devices) and following the registration instructions. To use the App, Apple® devices must have iOS version 12 or higher installed. Android™ devices must have Android™ version 7.0 or higher and Google Play™ Services version 13 or higher installed. An entrant need not complete any purchase using the My H-E-B account or App to be eligible, and a purchase will not increase an entrant's chance of winning.

6. WINNER SELECTION AND NOTIFICATION.

- a. Each Daily Entry will be assigned to a single Daily Entry Pool and will not be eligible for any other Daily Entry Pool. Entries other than mail-in entries will be assigned to the single Daily Entry Pool for the date on which the Daily Entry was recorded. Mail-in entries will be assigned to Daily Entry Pool(s) as described in paragraph 3 above.
- b. Sponsor will select one (1) potential Daily Prize Winner at random from among all eligible entries assigned to each Daily Entry Pool. Potential winner and eligibility are subject to verification by Sponsor or its Administrator, whose decisions are final in all matters relating to the Sweepstakes. Drawings for Daily Prizes will take place in Southfield, MI, and will be conducted by Sponsor or its Administrator as follows:

| Pool Period | Daily Entry Pools corresponding to these | Mail-in entries must be received by this date | Drawing will take place on or about |
|----------------|--|---|-------------------------------------|
| | dates | | |
| 1 | 2/10/2025-2/16/2025 | 2/25/2025 | 3/3/2025 |
| 2 | 2/17/2025-2/23/2025 | 3/4/2025 | 3/10/2025 |
| 3 | 2/24/2025-3/2/2025 | 3/11/2025 | 3/17/2025 |
| 4 | 3/3/2025-3/9/2025 | 3/18/2025 | 3/24/2025 |
| 5 | 3/10/2025-3/16/2025 | 3/25/2025 | 3/31/2025 |
| 6 | 3/17/2025-3/23/2025 | 4/1/2025 | 4/7/2025 |
| 7 | 3/24/2025-3/30/2025 | 4/8/2025 | 4/14/2025 |
| 8 | 3/31/2025-4/6/2025 | 4/15/2025 | 4/21/2025 |
| 9 | 4/7/2025-4/13/2025 | 4/22/2025 | 4/28/2025 |
| 10 | 4/14/2025-4/20/2025 | 4/29/2025 | 5/5/2025 |
| 11 | 4/21/2025-4/27/2025 | 5/6/2025 | 5/12/2025 |
| 12 | 4/28/2025-5/4/2025 | 5/13/2025 | 5/19/2025 |
| 13 | 5/5/2025-5/11/2025 | 5/20/2025 | 5/27/2025 |

| 14 | 5/12/2025-5/18/2025 | 5/27/2025 | 6/2/2025 | |
|----|---------------------|-----------|-----------|--|
| 15 | 5/19/2025-5/25/2025 | 6/3/2025 | 6/9/2025 | |
| 16 | 5/26/2025-6/1/2025 | 6/10/2025 | 6/16/2025 | |
| 17 | 6/2/2025-6/9/2025 | 6/18/2025 | 6/24/2025 | |

- c. Each potential winner will be notified by email from Administrator, Merkle Inc., at the email address registered in the applicable My H-E-B account or submitted on a mail-in entry card. Each potential winner will be required to complete, sign, and return a Declaration of Compliance, Liability Waiver and where not prohibited a Publicity Release ("Declaration") and be subject to verification before the potential winner is confirmed as a prize winner. The Declaration must be received by Administrator within seven (7) days of the date notice or attempted notice is sent in order to claim the prize. Issuance of Prize Cards may take eight (8) to ten (10) weeks to fulfill after completion of documentation. If (a) contact is not confirmed with a potential winner after the number of attempt(s) or amount of time deemed reasonable by Sponsor in its sole discretion, (b) potential winner fails to return required documentation by the date and time specified, (c) potential winner is deemed ineligible for any reason, or (d) potential winner declines the prize, the potential winner will be disqualified and if applicable an alternate winner will be selected in the same manner from among the entrants for the same entry pool. Sponsor may but is not obligated to attempt notification for a given potential winner more than once or to wait for a potential winner to respond to a message.
- 7. SECOND CHANCE DRAWING. If a Daily Prize Winner for any given Daily Entry Pool is not confirmed as set forth in 6(c) above after the notification of a potential winner and such number of alternate potential winners deemed reasonable by the Sponsor in its sole discretion, the corresponding Daily Prize will be forfeited and placed into the Second Chance Drawing as an "Unclaimed Daily Prize." On or about August 20, 2025 in Southfield, MI, Sponsor or its Administrator will select one (1) potential Second Chance Drawing prize winner for each Unclaimed Daily Prize. Notification of Second Chance Winners or alternate Second Chance Winners will be conducted according to the procedures in 6(c) and any prize unclaimed thereafter will be forfeited to Sponsor.
- **8. DAILY PRIZES (One-hundred-twenty (120) available).** Each winner will receive a "Year of Groceries," in the form of a Seven Thousand Dollar (\$7,000.00) H-E-B credit. Credit shall be awarded in the form of H-E-B gift cards, courtesy cards, or other stored value cards or certificates, which may be issued in physical, electronic, or other form (collectively, "Prize Cards"). Approximate retail value ("ARV") of all prizes is Eight-Hundred-Forty Thousand Dollars (\$840,000.00) total.
- **9. PRIZE TERMS, LIMITATIONS, AND CONDITIONS.** Limit one (1) prize per family/household. Winner may not use or redeem Prize Card value for cash, cash substitutes (wires, money transfers, bill pay services, gift cards whether issued by Sponsor or by other merchants or services, or similar), for the purchase of alcohol or tobacco, or for any purchase in a manner prohibited by law. Sponsor will select the number and denomination(s) of Prize Cards to be awarded in its sole discretion, and may alter the number, denomination, and type of Prize Cards

at any time with or without notice. Sponsor reserves the right to issue Prize Cards over time (in prorated amounts), and Sponsor may revise or amend the timing of issuances at any time with or without notice. Sponsor is not responsible if any issued Prize Cards are lost, stolen, damaged, and/or destroyed. Unless otherwise prohibited, Prize Cards awarded are subject to the prevailing terms and conditions for the applicable card type at the time of issuance, which may include dormancy fees, expiration dates, restrictions, or prohibitions on the use of Prize Cards for specific products or services (including curbside and/or delivery) or on the use of Prize Cards at specific stores operated by Sponsor. Sponsor reserves the right to at any time terminate unused value on issued Prize Cards and issue replacement or substitute Prize Cards of equal face value that may be subject to such terms and conditions as are prevailing at issuance. Sponsor reserves the right to substitute any prize of equal or greater value. Except as set forth herein, prizes are non-transferable, non-substitutable, and may not be redeemed for cash. Sponsor is not responsible for inability of a winner to accept or use any prize, and prize may be forfeited in whole or in part if a winner declines, or cannot accept or use, a prize, any part of prize, or any remaining portion of the prize.

- 10. TAXES AND RELATED CONDITIONS. Winner is solely responsible for any and all taxes (including federal, state, local, income, use, and sales taxes), tax effects, and tax reporting associated with prize income, use of Prize Cards, or purchase of groceries. To the extent permissible or required by law, Sponsor may withhold or deduct from Prize Card value any income tax withholding on prize value issued or sales taxes collectible at the point of sale on prize value consumed from Prize Cards. Sponsor reserves the right to issue tax documentation to any applicable taxing authorities in such manner and at such time as may be determined by Sponsor in its sole discretion. Sponsor is not responsible for changes in applicable tax law or regulation and will not revise prize award terms due to changes in law or regulation except in its sole discretion.
- **11. ODDS OF WINNING.** Odds of winning a Daily Prize depend on the number of eligible Daily Entries received for the applicable Daily Entry Pool. Odds of winning the Second Chance Drawing depend on the number of Unclaimed Daily Prizes and the number of eligible Second Chance Entries received.
- by these Official Rules and the decisions of Sponsor and its Administrator, which shall be final and binding in all matters relating to this Sweepstakes and (ii) to RELEASE AND HOLD HARMLESS the Sweepstakes Entities and the Sweepstakes Entity Individuals (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 a prize or participation in this Sweepstakes. Released Parties are not responsible for technical, hardware, 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 a 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.

- **13. PUBLICITY.** Except where prohibited, participation in the Sweepstakes and acceptance of any prize each constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions, and/or city and state of residence for promotional purposes in any media, worldwide, without further payment, consideration, or approval. This grant is perpetual in duration and not subject to any condition precedent such as prior approval of promotional materials. Winner further agrees to confirm this consent and grant in writing or prize may be forfeited and an alternate winner selected.
- SWEEPSTAKES CONDITIONS. This Sweepstakes is subject to these Official Rules and all applicable federal, state, and local laws and regulations (collectively "Rules and Laws"). 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 INFORMATION TECHNOLOGY SYSTEM 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 ATTORNEYS' 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 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, Sponsor reserves the right, but shall have no obligation, to award prizes from among all non-suspect eligible Entries up to the time of such Force Majeure event.
- **15. USE OF INFORMATION.** Information collected from entrants is subject to the Sponsor's Privacy Policy (available at www.HEB.com/Privacy) and the heb.com Terms of Use (available at www.HEB.com/Terms). All entrants authorize Sponsor to contact them for any reason related to conducting the Sweepstakes.

- **16. WINNER LIST.** To obtain the names of the winners, send a self-addressed stamped envelope by September 1, 2025 to: Big Thanks Texas Giveaway Winner List, Attn: Marketing & Advertising Department, 646 South Flores Street North 1, San Antonio, Texas 78204.
- **17. OTHER**. Apple®, App Store®, and the Apple logo are registered trademarks of Apple Inc. Android™, Google Play™, and the Google Play™ logo are registered trademarks of Google LLC. iOS is a trademark or registered trademark of Cisco in the U.S. and other countries and is used under license. No endorsement or approval of Sweepstakes by any mark owners is expressed or implied.
- **18. SPONSOR.** H-E-B, LP, 646 South Flores Street, San Antonio, Texas 78204. **ADMINISTRATOR.** Merkle Inc. (previously known as HelloWorld, Inc.), 3000 Town Center, Suite 2100, Southfield, MI 48075.