

H-E-B Insiders Program Terms and Conditions
H-E-B Insiders Program Sweepstakes Official Rules

NO PURCHASE NECESSARY TO PARTICIPATE IN THE H-E-B INSIDERS PROGRAM OR THE H-E-B INSIDERS PROGRAM SWEEPSTAKES. A purchase will not increase your chances of winning a prize.

Welcome

Welcome to the H-E-B Insiders Program (the “Program”) sponsored by H-E-B, LP (“H-E-B”). These Terms and Conditions (as may be revised from time to time by H-E-B) constitute the entire agreement between you and H-E-B with respect to your participation in the Program. Please read this document and make sure that you understand the Program and its Terms and Conditions.

By enrolling in the Program, you agree that you have read and understand these Terms and Conditions and you agree to be bound by them. These Terms and Conditions are effective 2/1/2022 and may be modified at any time at the sole discretion of H-E-B. To find the current Terms and Conditions at any time, please visit hebinsiders.com.

Membership in the Program, and all benefits available in connection with the Program, are offered at the sole discretion of H-E-B.

Definitions

Here are some terms used in this document, to help you understand it better:

- We refer to the *H-E-B Insiders Program* as the “Program.”
- Persons who have enrolled in the Program are “Insiders.”
- Insider questionnaires completed online that do not require the Insider to be present at a specific time and place are referred to as “Surveys.”
- A “Focus Group” is a scheduled meeting of Insiders and other research participants led by an H-E-B Partner or third-party research associate. Focus Groups may occur either in-person or remotely by telephone or electronic device.
- A “Product Test” is an Insider sampling of a consumer product in development for the purpose of obtaining the Insider’s feedback regarding the product. Product Tests may occur in person (an “In-Person Product Test”) or may be conducted by the Insider at the Insider’s home (a “Home-Use Test”).
- A “Diary Survey” is a study in which Insiders record information or conduct over a period of time, from as little as a day to as much as a week or longer. Diaries may be kept online or on paper depending on the nature of the Diary Survey.
- Surveys, Focus Groups, Product Tests, and Diary Surveys are collectively referred to as “Studies.”
- “Study Prep” is any task or informational requirement (such as the collection of household information) related to the subject of a Study that must be completed by the Insider before participating in the Study.
- An “Entry” is an entry into a drawing for a prize in the H-E-B Insiders Program Sweepstakes (the “Sweepstakes”). Insiders who complete Surveys will typically receive an Entry. Insiders who participate in Focus Groups, Product Tests, and Diary Surveys may also receive Entries, depending on the terms of the Study. The Sweepstakes is a part of the Program.

- “Compensation” refers to any gift provided to an Insider for participating in a Focus Group, Product Test, or Diary Survey. Compensation may include gift cards, cash, products, or merchandise.

1. Description of the Program

Eligibility

To become an Insider, you must be a legal resident of Texas, age 18 years or older. You are not eligible to become an Insider if you work for, are an immediate family member (spouse, parent, sibling or child) of someone who works for, or are a household member of someone who works for (a) H-E-B, including its affiliates and businesses in the H-E-B family of companies (Central Market, Joe V’s Smart Shop, Mi Tienda, or Favor), (b) any retail grocery or retail pharmacy business, (c) any delivery service arranging for the delivery of food products from grocers or restaurants to consumers, (d) any marketing, market research, or advertising business, or (e) any parent, subsidiary, affiliate, or promotional agency of any of those entities. For purposes of this paragraph, someone “works for” an entity if they are an employee of that entity or an independent contractor who serves or has served under contract with that entity during the past ninety days.

To register for the Program, go to hebinsiders.com and follow the enrollment instructions. You must (1) create a username and password that can be used to access your personal web-based membership account (the “Online Account”) and (2) answer all questions and fill out all information that is requested on the sign up form. You must complete the online enrollment process in full to become an Insider. By completing the registration process, you represent that you are eligible for the Program.

In the Online Account, Insiders will find information related to available Studies and scheduling for Focus Groups, Product Tests, and Diary Surveys. Keep your Online Account credentials confidential. Do not allow other members of your family or household to access your Online Account or participate in Studies.

There are no fees or payments required to join the Program and become an Insider.

Signing Up For Studies

Insiders will receive notifications via email (“Invitations”) when a new Study is being offered. A link (or URL) will be provided within the Invitation for the Insider to click to take a screener survey, complete a Study, or take other actions as may be requested. Insiders will receive Invitations based on the type of products they consume and/or use or other characteristics. Not every Insider will be contacted for every Study.

The Invitation will describe the Entries or Compensation available for completing a Study. The Entries or Compensation awarded for a Study is within H-E-B’s sole discretion.

Insiders may be asked to take a screener survey to determine if they qualify for a Study. If applicable, a link (URL) will be provided within the Invitation for the Insider to click to complete the screener survey. Insider will receive no Entries or Compensation for these screener surveys.

Insiders who sign up to participate in and qualify for a Focus Group, In-Person Product Test, or Diary Survey will access any available scheduling options through their Online Account, or if applicable, may be

presented with available scheduling options upon completion of a qualifying screener survey. An Insider may also reschedule (subject to availability) or cancel participation through the Online Account.

All tested products for Focus Groups, In-Person Product Tests, Home-Use Tests, and Diary Surveys will be supplied by H-E-B.

Insiders who sign up for a Study but fail to complete the Study may be removed from the Program at the sole discretion of H-E-B. Please do not attempt to sign up for a Study for which you do not qualify, or answer any screener survey question inaccurately in an attempt to qualify for a Study. Persons intentionally attempting to manipulate the screener/qualification process may be removed from the Program.

Completing Surveys

Insiders who qualify for a Survey will complete the Survey online as directed in the Invitation. An Insider must use his or her own computer or other device to complete the Survey.

An Insider who completes a Survey will receive one or more Entries as described in the Survey Invitation. An Insider must complete the Survey in its entirety to receive Entries.

Participating in Focus Groups

Insiders who qualify for and sign up for a Focus Group will be advised of the available time(s) and location(s) for the Focus Group(s), which may be conducted in-person, online, or by telephone. Times and locations may be limited. Locations may include H-E-B facilities or third-party locations.

An Insider who participates in a Focus Group will receive Compensation as described in the Invitation. An Insider must attend and participate in the entire Focus Group meeting to receive Compensation or Entries. In some instances, a Focus Group may require Study Prep before the time the Focus Group occurs. If Study Prep is required, it will be described in the Invitation and must be completed by the Insider as specified for the Insider to receive Compensation.

Participating in In-Person Product Tests

Insiders who qualify for an In-Person Product Test will be advised of the available time(s) and location(s) for the Study. Times and locations may be limited. Locations may include H-E-B facilities or third-party locations.

An Insider who participates in an In-Person Product Test will receive Compensation as described in the Invitation. An Insider must attend and complete the entire Study to receive Compensation or Entries.

In some instances, an In-Person Product Test may require Study Prep before the time the test occurs. If Study Prep is required, it will be described in the Invitation and must be completed by the Insider as specified for the Insider to receive Compensation.

Participating in Home-Use Tests

Insiders who qualify for a Home-Use Test will be advised of the requirements for the Test and the method for obtaining and/or returning the tested product. Time to complete the Test may be limited.

An Insider who participates in a Home-Use Test will receive Compensation as described in the Invitation. An Insider must complete the entire Test as instructed to receive Compensation.

Participating in Diary Surveys

Insiders who qualify for a Diary Survey will be advised of the requirements for the Diary Survey and the method for completing the Diary Survey. Time to complete the Diary Survey may be limited.

An Insider who participates in a Diary Survey will receive Compensation as described in the Invitation. An Insider must complete the entire Diary Survey as instructed to receive Compensation.

2. Compensation

Insiders completing Focus Groups, Product Tests, or Diary Surveys may be eligible to receive Compensation. Compensation for any given Study will be awarded as described in the Invitation and as described herein. Types of Compensation available may include: H-E-B Electronic Gift Cards, standard H-E-B Gift Cards, cash, H-E-B products, or other products, merchandise, or gifts. Compensation may not be provided to any Insider who fails to complete a Study or who violates these Terms & Conditions in any way, as determined by H-E-B in its sole discretion.

Compensation may not be substituted or redeemed by the recipient. Non-cash Compensation cannot be sold, transferred, exchanged, traded, assigned, or bartered.

For those Studies as to which Compensation includes any product or merchandise, all features and specifications of the product or merchandise (including but not limited to flavor, color, style, size, quantity, options, and equipment) will be selected by H-E-B in its sole discretion and may be limited based on stock on hand, supplier availability, and other factors. H-E-B reserves the right to substitute products or merchandise of equal or greater value for any offered product or merchandise for any reason.

3. Confidentiality and Intellectual Property

Products tested in the Program may be confidential and proprietary to H-E-B. By participating in the Program, Insiders agree not to disclose any information regarding any Study or regarding any product tested to any party or to person not employed by H-E-B.

Insiders may be required to confirm this agreement in writing prior to completing a Study. Insiders may be required to temporarily surrender access to mobile telephones, cameras, recording equipment, computers, or any other device that can be used for recording or photography purposes while participating in a Study. If an Insider declines to surrender access to such devices, the Insider may not be permitted to complete the Study, and in such instances, will receive no Entries or Compensation for the Study.

In addition, Insiders' access to H-E-B facilities for Study purposes may be limited or conditioned in accordance with typical H-E-B policies and in H-E-B's sole discretion. If an Insider is denied access to H-E-B facilities and as a result does not complete a Study, the Insider will not receive Entries or Compensation for the Study.

Insiders agree not to use social media (e.g., Facebook, Instagram, Twitter, Snapchat, or the like) to communicate in any way regarding the Insider's participation in a Program test, the products tested, or

any information regarding the products tested. You agree not to record, print, screen-capture, image, or otherwise retain any Survey that you participate in.

H-E-B may remove from the Program any Insider that it determines (in its sole discretion) has violated or attempted to violate the confidentiality requirements of the Program. Your obligations to maintain the confidentiality of information received in the course of the Program continues after the conclusion of your membership in the Program.

The Program, all Program materials, all Study materials, and all Study responses are the sole and exclusive property of H-E-B. By participating in the Program and any Study, you agree that H-E-B owns and may use any response you give during any Study, any idea you create during any Study, and any information you submit during any Study without further compensation beyond the Compensation specifically set out in the Invitation and these Terms and Conditions, and that you hold no copyright, intellectual property right, trade secret right, moral right, or other right in such matters, whether or not H-E-B uses any such matters.

4. Sweepstakes

- a. If a Study includes a Study Sweepstakes, the Study Invitation will specify (a) the prize to be awarded, (b) the beginning and ending dates during which the Study is available, which is the "Study Sweepstakes Period" for any given Study Sweepstakes, (c) the method of obtaining an Entry through a Study, (d) the drawing date, and (e) the Study Sweepstakes Name. All Study Sweepstakes are void where prohibited.
- b. Eligibility requirements may vary by Study Sweepstakes. Absent further description in the Study Invitation, you must be an eligible Insider to participate in a Study Sweepstakes.
- c. An Insider may obtain an Entry by completing a Study as directed in the Study Invitation. **To enter a Study Sweepstakes without completing a Study**, write your name, home address, email address, telephone number, date of birth, and the applicable Study Sweepstakes Name on a 3"x5" card and mail it to H-E-B Insider Sweepstakes, Customer Insights Department, 641 S. Flores, San Antonio, TX 78204. Mail-in entries must be received no later than the first business day after the end date of the applicable Study Sweepstakes Period.
- d. H-E-B is not responsible for lost, late, delayed, damaged, stolen, illegible, incomplete, mutilated, misdirected or postage due entries, or any entries that are affected by any technical or communication error or fault, regardless of the reason for the error or fault. Proof of submission of an Entry is not proof of receipt.
- e. An Insider who obtains an Entry (by Study participation or by mail) is an "Entrant." An Insider may obtain no more than one Entry in any individual Study Sweepstakes regardless of entry method. Any additional attempted Entries will be disqualified and may result in disqualification of all of an Insider's Entries and may be terminated from the H-E-B Insiders program at the sole discretion of H-E-B. By obtaining an Entry as described herein, Entrants acknowledge that they have read, understand, and agree to be bound by these Official Rules.
- f. Winners will be selected at random from among all eligible Entries received in San Antonio, Texas, on the drawing date disclosed in the Study Invitation, by H-E-B or its designate. Verification of winners, and all decisions relating to the Study Sweepstakes and these Official Rules and interpretations thereof, are exclusively within the sole discretion of H-E-B and may be changed

from time to time without notice. Odds of winning depend on the number of eligible entries received for the specific Sweepstakes.

- g. Prizes will be as disclosed in the Study Invitation. A prize does not include any item not specifically mentioned in the Study Invitation. For prizes that include any product or merchandise, all features and specifications of the product or merchandise (including but not limited to flavor, color, style, size, quantity, options, and equipment) will be selected by H-E-B in its sole discretion and may be limited based on stock on hand, supplier availability, and other factors. For prizes that include any electronic or standard gift card, the gift card is subject to applicable terms and conditions, including dormancy fees, expiration dates, or limitations on the stores or brands at which those cards may be used, if any, and may not be used by the winner for the purchase of alcohol or tobacco. No more than the stated number of prizes will be awarded under any circumstances. Not responsible for any printing or disclosure error.
- h. Electronic gift card prizes may be emailed to the winner for redemption at the email address associated with the winner's Online Account. Other prizes may be fulfilled by mail or otherwise. Allow six weeks for prize fulfillment after prize notification and winner verification.
- i. H-E-B reserves the right to award prizes only upon winner validation and verification. Prize winners may be required to sign a release, an affidavit of eligibility, a prize acceptance Form, and any other form/document deemed necessary by H-E-B prior to receiving a prize. H-E-B reserves the right to substitute any prize or portion of prize for another of equal or greater value. Winners may not assign, transfer, or substitute prizes or redeem prizes for cash value.
- j. H-E-B reserves the right to cancel, suspend, and/or modify any Study Sweepstakes, or any part of a Study Sweepstakes, if any fraud, technical failures or any other factor beyond H-E-B's reasonable control impairs the integrity or proper functioning of the Study Sweepstakes, as determined by H-E-B in its sole discretion. In such event, H-E-B reserves the right to terminate a Study Sweepstakes and award a prize among all non-suspect Entries already received. H-E-B reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Study Sweepstakes, or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Study Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, H-E-B reserves the right to seek damages from any such person to the fullest extent permitted by law.
- k. To obtain a list of winners of any Study Sweepstakes, send a hand-printed, self-addressed, stamped envelope to H-E-B Insider Sweepstakes Winner's List Request, Customer Insights Department, 641 S. Flores, San Antonio, TX 78204. Indicate the Study Sweepstakes Name in your request. Requests for a winner list must be received no later than the tenth business day after the end date of the applicable Study Sweepstakes Period.
- l. The Sponsor of each Study Sweepstakes is H-E-B, LP, 641 South Flores Street, San Antonio, Texas 78204.

5. Disclaimers

THE PROGRAM IS PROVIDED ON THE EXPRESS CONDITION THAT NEITHER H-E-B NOR ANY H-E-B OFFICER, EMPLOYEE OR DIRECTOR HAS ANY RESPONSIBILITY OR LIABILITY OF ANY NATURE FOR ANY EXPENSE,

LOSS, INJURY OR OTHER CLAIM OR DAMAGE DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATED TO THE PROGRAM, ANY PROGRAM-RELATED ACTIVITY, TRAVEL TO OR FROM ANY PROGRAM-RELATED ACTIVITY, ANY PRODUCT TESTED, ANY SOFTWARE OR WEBSITE USED IN CONNECTION WITH THE PROGRAM OR ANY STUDY, OR ANY PRIZE OR COMPENSATION AWARDED.

THE PROGRAM IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS AND H-E-B EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

EACH PARTICIPATING INSIDER AGREES THAT HE OR SHE PARTICIPATES IN THIS PROGRAM ON A PURELY VOLUNTARY BASIS AND ONLY FOR THE COMPENSATION OR ENTRIES DESCRIBED HEREIN. PARTICIPATION IN THE PROGRAM DOES NOT CONSTITUTE EMPLOYMENT OF ANY KIND BY H-E-B AND DOES NOT ENTITLE THE PARTICIPANT TO ANY WAGE, SALARY, OR BENEFIT.

6. Limitation of Liability

A COVERED PARTY (DEFINED BELOW) SHALL NOT BE LIABLE FOR ANY EXPENSE, LOSS, INJURY OR OTHER CLAIM OR DAMAGE INCURRED, INCLUDING WITHOUT LIMITATION COMPENSATORY, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES OR DAMAGES FOR LOSS OF INCOME OR PROFITS HOWEVER CAUSED AND WHETHER ARISING BY STATUTE, COMMON LAW OR OTHERWISE (INCLUDING UNDER CONTRACT OR BY TORT LAW), IN CONNECTION WITH: (i) THE PROGRAM; (ii) ANY DAMAGE TO ANY DEVICE OR ANY DATA ON A DEVICE IN CONNECTION WITH THE INSIDER'S PARTICIPATION OR ATTEMPTED PARTICIPATION IN A STUDY OR INVITATION RESPONSE USING THE DEVICE OR WHILE THE DEVICE IS IN THE CUSTODY OF A COVERED PARTY'S AGENT; (iii) THE AWARDING OF PRIZES OR COMPENSATION UNDER THE PROGRAM; (iv) ANY ACT, OMISSION, OR DELAY BY H-E-B IN ADMINISTERING THE PROGRAM, EXERCISING ANY DISCRETION PERMITTED HEREUNDER, OR AMENDING THESE TERMS AND CONDITIONS; (v) THE USE OF OR INABILITY TO USE THE H-E-B SITE, ANY ONLINE ACCOUNT, OR ANY FACILITY IN CONNECTION WITH THE PROGRAM; (vi) THE RECEIPT, USE, OR MISUSE OF ANY TESTED PRODUCT, GOODS, OR SERVICES; (vii) ANY DISEASE OR INJURY ASSOCIATED WITH THE USE OR INGESTION OF A PRODUCT, INCLUDING (WITHOUT LIMITATION) ALLERGIC REACTIONS; (viii) ANY DAMAGE TO PERSON OR PROPERTY ASSOCIATED WITH THE USE OF A TESTED PRODUCT, INCLUDING DAMAGE OCCURRING DURING A HOME-USE TEST; (ix) ANY INJURY OR OCCURRENCE ASSOCIATED WITH A PROGRAM- OR STUDY-RELATED ACTIVITY, SUFFERED WHILE TRAVELING TO OR FROM A PROGRAM- OR STUDY-RELATED ACTIVITY, OR CAUSED BY OR IN THE COURSE OF INTERACTION WITH ANOTHER INSIDER PARTICIPATING IN ANY STUDY; OR (x) THE PURCHASE OF ANY GOODS OR SERVICES BASED ON A STUDY, A STUDY RESULT, OR A RECOMMENDATION RELATED TO THE PROGRAM. THESE EXCLUSIONS APPLY EVEN IF A COVERED PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CLAIMS OR LOSSES; IS PARTIALLY OR WHOLLY NEGLIGENT IN CONTRIBUTING TO THE DAMAGES, CLAIMS, OR LOSSES; AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, ANY FUNDAMENTAL BREACH OR ANY BREACH OF A FUNDAMENTAL TERM. "COVERED PARTY" MEANS H-E-B, LP, ITS AFFILIATES, AND ANY OFFICER, DIRECTOR, EMPLOYEE, SUBCONTRACTOR, AGENT, SUCCESSOR OR ASSIGN OF ANY OF THEM. IN ANY EVENT, ANY LIABILITY WE MAY HAVE TO YOU FOR ANY NEGLIGENCE, BREACH OF CONTRACT OR OTHERWISE UNDER ANY CIRCUMSTANCES, IS LIMITED TO THE MAXIMUM PRIZE OR COMPENSATION VALUE ASSOCIATED WITH A SPECIFIC STUDY.

THE LIABILITY LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU UNDER APPLICABLE LAW. THE INAPPLICABILITY OF ANY SPECIFIC LIABILITY LIMITATION HAS NO EFFECT ON ANY OTHER LIABILITY LIMITATION SET FORTH HEREIN.

7. Governing Laws in Case of Dispute; Jurisdiction

This Sweepstakes shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its principles of conflict of laws. Each Entrant agrees that any controversy, dispute or claim arising out of, relating to or connected with the Sweepstakes or any prize shall be resolved individually, without resort to any form of class action, and exclusively by arbitration, which will be conducted in Texas in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”), and any judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The arbitrator shall be selected by mutual agreement of the parties, if possible, and shall be a resident of Texas. If the parties fail to reach agreement upon the appointment of an arbitrator within thirty (30) days following receipt by one party of the other party’s notice of desire to arbitrate, the arbitrator shall be selected from a list or lists of persons submitted by the AAA. The selection process shall be that which is set forth in the AAA Commercial Arbitration Rules then prevailing, except that if the parties fail to select an arbitrator from one or more lists, AAA shall not have the power to make an appointment but shall continue to submit additional lists until an arbitrator has been selected. Under no circumstances will an Insider or Entrant be permitted to obtain any punitive, incidental, special, or consequential damages, including without limitation lost profits (collectively, “Special Damages”); and Insider/Entrant hereby waives all rights to claim Special Damages and all rights to have any category of damages multiplied or increased.

Notwithstanding the above, H-E-B is entitled to seek injunctive relief in a court of competent jurisdiction to prevent the disclosure of confidential information received by an Insider in the course of Program participation. In any such action, the parties stipulate that the release of H-E-B’s confidential information would result in irreparable harm to H-E-B.

Any disputes arising hereunder or in any way related to the Program that are not resolved by arbitration as described above, or any confirmation of any arbitral award, shall be exclusively subject to the jurisdiction of the Federal Courts of the United States of America and/or the State Courts of Texas located in Bexar County, and in any such proceedings, any right to trial by jury is hereby waived.

8. Changes to the Program, Site and these Terms and Conditions

H-E-B may prospectively change these Terms and Conditions from time to time, and at any time. The most current version of the Terms and Conditions, which you may find on the Insider Membership Account Site, will govern our relationship with you. When material revisions occur, we may notify you via a service notification posted to the Site, an email to the address associated with your Online Account, or any other reasonable method of notice. Your continued use of the Site and Membership in the Program constitutes your acceptance of any such revisions. You should review the Terms and Conditions on a regular basis for changes.

H-E-B has the right to change, limit, modify or cancel the Program, the Program Terms and Conditions, and the terms of any Study Sweepstakes, at any time, with or without notice.

9. Data Collection, Privacy, and Recordings

H-E-B collects, stores, and uses data gathered through Studies made under or in connection with the Program and through the Insider enrollment process. In addition, H-E-B may use aggregated or individually specific data obtained from shopping records or third-party sources to help identify products and services that may be of interest to you. This information includes but is not limited to personal

information that identifies you such as name, e-mail address, ethnicity, gender, age, generation status, and income segment. By participating in the Program you consent to H-E-B's use of information about you, which will be treated in accordance to H-E-B's Privacy Policy, and as set forth in these Terms and Conditions.

When you participate in a Survey, Focus Group, In-Person Product Test, or Diary Survey, your participation may be recorded for our review in connection with the products being tested or for future consumer research purposes. By participating in any such Study, you agree (on behalf of yourself and your heirs and assigns) that during the Study we may record your voice, image, likeness, and/or Internet Protocol address (including by photography, video recording, audio recording, any digital image or storage, or the like); that H-E-B has an irrevocable and perpetual right and license to indefinitely store and use your voice, image, likeness, and/or Internet Protocol address as recorded during the Study; and that consistent with the purposes described herein H-E-B may make any derivative works based on those recordings without further consent or permission.

H-E-B will not sell, trade, rent, or otherwise disclose personal information or information gathered from the Program to outside companies or marketing firms for their marketing purposes except (i) in connection with a merger or sale of assets, (ii) in connection with loss prevention efforts, (iii) as to outside companies, firms, or organizations working on behalf of, or as an agent of H-E-B, or (iv) as otherwise described in these Terms or our Privacy Policy at <https://www.heb.com/static-page/article-template/privacy-policy>.

10. Miscellaneous

Each Insider/Entrant/Winner is solely responsible for any tax liability associated with any Compensation, prize, or other feature of the Program. H-E-B reserves the right to report any prize or Compensation value to the appropriate taxing authorities or to withhold taxes as required or directed by those authorities.

H-E-B's failure to enforce any provision of these Terms, Conditions, or Official Rules shall not constitute a waiver of that provision. If any part, term or provision of these Terms, Conditions, or Official Rules is declared or determined by a court or tribunal of proper jurisdiction to be illegal, invalid or unenforceable, in whole or in part, the validity of the remaining parts, terms or provisions shall not be affected and shall remain in full force and effect.

Your use of the Online Account and your participation in the Program is strictly for your voluntary and non-commercial use. Any use of any Program functionality, participation in any Program activity, attendance or participation in any Study, or receipt of any prize or Compensation for any purpose other than that contemplated in these Terms and Conditions is prohibited.

The submission of any false, misleading, or inaccurate information in the registration process or in the course of qualifying for or participating in any Study may result in removal from the Program.

These Terms and Conditions (as revised from time to time by H-E-B) constitute the entire agreement between you and H-E-B regarding your participation in the Program. To the maximum extent permitted by law, we exclude all conditions, representations, warranties and other terms which might otherwise be implied into or incorporated into these Terms and Conditions, whether by statute, common law or otherwise, including, but not limited to, implied warranties and terms as to merchantability, satisfactory quality, fitness for any particular purpose, and non-infringement with respect to any rewards, and implied

warranties and terms arising from course of dealing or course of performance. H-E-B is not responsible for any statement or claim any third party may make about the Program.

11. If You Do Not Agree

BY PARTICIPATING IN THE PROGRAM, YOU EXPRESSLY AGREE TO THESE TERMS AND CONDITIONS. IF YOU ENROLLED IN THE PROGRAM OR ARE VIEWING THESE TERMS AND CONDITIONS ONLINE THROUGH YOUR ACCOUNT AND/OR CHOOSE TO COMMUNICATE WITH US USING E-MAIL OR OTHERWISE CONDUCT TRANSACTIONS WITH US ELECTRONICALLY, THEN YOU EXPRESSLY CONSENT TO RECEIVING OR ACCESSING RECORDS RELATING TO THE PROGRAM AND/OR YOUR ACCOUNT AND/OR OTHERWISE ADMINISTERING YOUR ACCOUNT ELECTRONICALLY, AS DETERMINED BY US. YOU MAY WITHDRAW THIS CONSENT AT ANY TIME BY CONTACTING US AND REQUESTING PAPER RECORDS ONLY OR TERMINATING YOUR ACCOUNT. IF THESE TERMS AND CONDITIONS ARE NOT ACCEPTABLE IN FULL, YOU MUST IMMEDIATELY TERMINATE YOUR USE OF THE SITE AND OF THE PROGRAM.

12. Contact

If you wish to leave the Program, log into your Insider account. Under “account,” click the “unsubscribe” button located in the top right corner.

You may contact the Program administration team by sending an email to insiders@hebinsiders.com.