

IMG College, LLC – H-E-B  
“H-E-B Tailgater of the Game” Sweepstakes  
Official Rules

**NO PURCHASE NECESSARY: NO PURCHASE, ENTRY FEE, PAYMENT OR PROOF OF PURCHASE NECESSARY TO ENTER OR WIN THE “H-E-B Tailgater of the Game” SWEEPSTAKES (“Contest”). A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

ELIGIBILITY: YOU MUST BE A LEGAL UNITED-STATES RESIDENT to be eligible to win. The Contest is void where taxed, prohibited or restricted by law. Void in Rhode Island. All federal, state and local taxes, statutes and regulations apply. Selected participants may be required to provide proof of legal United-States residency, if requested by H-E-B or IMG College, LLC, d/b/a the Longhorn Sports Network (“IMG”), to determine eligibility, and as a condition of the prizes to be awarded. Employees of IMG, The University of Texas’s Athletics Department and H-E-B, their respective parents, subsidiaries, divisions, affiliates, suppliers, printers, distributors and advertising, promotional and judging agencies, and immediate family members of each, are not eligible to participate in the Contest. Limit of one (1) prize per name, e-mail address and/or household per year. Participants who disregard these Official Rules are ineligible to win.

HOW TO ENTER: The Contest shall run from September 3<sup>rd</sup> through December 8<sup>th</sup>, 2011 (“Contest Period”). By 9:00am (central time) on the Monday following a 2011 University of Texas football game (9/5/11, 9/12/11, 9/19/11, 10/3/11, 10/10/11, 10/17/11, 10/31/11, 11/7/11, 11/14/11, 11/21/11, 11/28/11 and 12/5/11), send one (1) e-mail to [Tailgate@TexasSports.com](mailto:Tailgate@TexasSports.com) containing the following: (i) your full name, address, telephone number and e-mail address; (ii) one (1) photograph of your best home tailgating moment from that University of Texas football game; and (iii) a brief description (in fifty (50) words or less) of why you should be selected the “H-E-B Tailgater of the Game”. Each entry must be manually sent by the individual participant. All mechanically-generated and/or repetitively-automated entries are prohibited; any such entries will be disqualified. No late entries will be accepted. All entries become IMG’s property and may be used in any manner or medium without further compensation. They will not be returned or acknowledged. Neither H-E-B nor IMG is responsible for technical failure of any kind or for any misdirected, lost, late, inaccurate or incomplete entries; such entries are void. Limit of one (1) entry per person/household per week. Weekly winners will not be eligible for further participation in the Contest during the year in which they win. Odds of winning the weekly prize depend on the number of eligible weekly entries received.

SELECTION OF WINNERS: A panel of judges (from IMG, H-E-B and local radio flagship KVET-AM) will select weekly winners from eligible entries rated highest across the following criteria: (i) creativity in using H-E-B products; (ii) H-E-B product/merchandise presence/placement; and (iii) University of Texas team spirit. Judges’ decisions are final and binding. Winners will be notified either by telephone or e-mail on the Wednesday after each submission date (9/7/11, 9/14/11, 9/21/11, 10/5/11, 10/12/11, 10/19/11, 11/2/11, 11/9/11, 11/16/11, 11/23/11, 11/30/11 and 12/7/11).

PRIZES: Each weekly winner will receive the following: (i) one (1) One Hundred Dollar (\$100.00) H-E-B gift card; (ii) one (1) yard flag valued at Twenty Dollars (\$20.00); and (iii) bragging rights among his/her friends and neighbors. H-E-B will send all winners

their prizes by mail. H-E-B reserves the right to substitute a prize (or prizes) of equal or greater value. Weekly winners' names will be posted at [www.teaxssports.com](http://www.teaxssports.com) and/or [www.H-E-B.com/Tailgate](http://www.H-E-B.com/Tailgate) on the Wednesday they are selected (9/7/11, 9/14/11, 9/21/11, 10/5/11, 10/12/11, 10/19/11, 11/2/11, 11/9/11, 11/16/11, 11/23/11, 11/30/11 and 12/7/11).

**GRANT OF RIGHTS:** By entering the Contest, unless prohibited by law, each participant grants IMG and H-E-B the royalty-free, non-exclusive right to use, display, distribute or publish his/her name, likeness, photograph, voice, address (city and state), biographical information and any material based thereon/derived therefrom, or to refrain from so doing, in any manner via any and all media, whether now known or hereafter devised, anywhere in the world in perpetuity in connection with the Contest or as IMG and/or H-E-B, as applicable, otherwise determine in their sole discretion, and for purposes of advertising or trade in promoting or publicizing IMG or H-E-B, as applicable, without compensation. Accepting a prize constitutes a waiver of any claims to compensation, royalties or other remuneration for such use.

**GENERAL:** All participants agree Texas law shall apply exclusively to the Contest and any dispute with respect to the Contest shall be resolved in either the federal or state courts located in the State of Texas. Prizes will be awarded and/or delivered only to addresses within the State of Texas. Except as determined by H-E-B and/or IMG, in their sole discretion, no substitution of any prize is offered, no transfer of any prize to a third party is permitted and prizes may not be redeemed for cash value (unless at the sole discretion of H-E-B and/or IMG). Winners will be solely responsible for all applicable federal, state and local taxes on prizes. If applicable, winners may receive an IRS Form 1099 for the retail value of their prizes. All other expenses on the receipt and use of any prize not specifically mentioned herein are the sole responsibility of such prize's winner. Any portion of a prize not accepted by a winner will be forfeited. H-E-B and IMG reserve the right to substitute prizes of equal or greater value in their sole discretion.

**CONDUCT:** By entering Contest, participants agree to be bound by these Official Rules and to comply with all federal, state and local laws and regulations. Participants further agree Judges' decisions shall be final and binding in all respects. Failure to comply with these Official Rules may result in disqualification. H-E-B and/or IMG reserve the right, at their sole discretion, to disqualify any individual found to be (i) tampering with the Contest's entry process or operation, (ii) acting in any manner deemed by H-E-B and/or IMG to violate these Official Rules or (iii) acting in any manner deemed by H-E-B and/or IMG to be unsportsmanlike or disruptive, or with intent to (a) annoy, abuse, threaten or harass any other person, or (b) undermine the Contest's legitimate operation. **CAUTION: ANY ATTEMPT BY A CONTEST PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY UNDERMINE THE CONTEST'S LEGITIMATE OPERATION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, H-E-B AND IMG RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

**LIMITATIONS:** Judges' decisions are final. Only valid entries can win.

**USE OF INFORMATION:** Subject to applicable laws and regulations, the information you provide in connection with the Contest may be used for IMG's internal purposes and may be given to third parties, as necessary, for the Contest's administration, as required by law or legal process, or as IMG sees fit.

LIABILITY: All participants, as a condition of Contest entry: (a) agree to these Official Rules and waive any right to claim ambiguity in the Contest or these Official Rules, including the announcement or offering of any prize; (b) release IMG, The University of Texas, H-E-B, their respective parents, subsidiaries, divisions, affiliates, officers, directors, agents, employees, suppliers, printers, distributors and advertising, promotional or judging agencies, from (and hold harmless against) any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses to persons or property that may be sustained in connection with submitting an entry or otherwise participating in any aspect of the Contest (including, but not limited to, claims based on publicity rights, defamation, invasion of privacy or merchandise delivery), the receipt, ownership, use or misuse of any prize awarded or while preparing for, participating in or traveling to or from any prize-related activity. Winners shall bear all risk of loss or damage to their prizes after they have been delivered. H-E-B and IMG make no representations or warranties, express or implied, in fact or in law, of any kind concerning the appearance, safety, performance or fitness for a particular purpose of any prize.

SPONSOR: Contest Sponsor is H-E-B, 6925 Airport Boulevard, Suite 176, Austin, Texas 78752, and IMG College, LLC, d/b/a the Longhorn Sports Network, 2312 San Gabriel Street, Suite 200, Austin, Texas 78705.