

OFFICIAL RULES & REGULATIONS

Brookshire Brothers Built For Aggies Shopping Spree Sweepstakes

Sponsored by Brookshire Brothers

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID OUTSIDE OF TEXAS AND WHERE PROHIBITED.

1. Eligibility: The Brookshire Brothers Built For Aggies Shopping Spree Sweepstakes (the "Sweepstakes") is open to legal U.S. residents currently residing in Texas who are 18 years of age or older as of the date of entry. Sweepstakes is void outside of Texas and where restricted or prohibited by law. The Sweepstakes, and any website pages and advertisements relating thereto, are intended for viewing only within the continental United States. Employees of Brookshire Brothers ("Sponsor") and their immediate families (defined as spouse, mother, father, in-laws, grandmother, grandfather, brother, sister, children and grandchildren) and members of their households, are ineligible to participate in this Sweepstakes. Participation constitutes entrant's full and unconditional agreement to these Official Rules and to Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. Sponsor reserves the right to verify the eligibility of winners.

2. How to Enter: BROOKSHIRE BROTHERS WEBSITE ENTRIES ONLY. The Sweepstakes begins at 12:01 a.m. CST on November 28, 2020 and ends at 11:59 p.m. CST on **May 31**, 2021 ("Sweepstakes Period"). To enter, visit the designated entry page on the Brookshire Brothers website (<https://www.brookshirebrothers.com/builtforaggies>) (the "Website") during the Sweepstakes Period and complete and submit the registration form by providing your first and last name, email address, and telephone number. You must provide all required information to be eligible to enter and win. All potential winners are subject to verification before any prize will be awarded.

LIMIT ONE (1) ENTRY PER PERSON AND PER EMAIL ADDRESS. Additional entries will be disqualified. There will be no verification of receipt of entries. All entries submitted become the sole property of Sponsor. Automated or bulk entries or entries submitted by third parties will be disqualified. Multiple participants are not permitted to share the same email address. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the registrant. 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 submitted address. Potential winners may be required to show proof of being the authorized account holder to the Sponsor or forfeit the prize. Entries specifying an invalid, non-working, or inactive email address will be disqualified and ineligible to win. Incomplete, illegible, corrupted, or untimely entries are void and will be disqualified.

Sponsor and Sponsor's agents, affiliates, subsidiaries, representatives or service providers may use entrants' and/or referrals' personal information submitted with entry for purposes of prize fulfillment and/or for future marketing by Sponsor, such as to notify them of a product or promotion that Sponsor thinks may be of interest. Sponsor will not sell personal information submitted with entry to outside solicitors.

3. Drawing and Notification: Sponsor will select one (1) potential winner in a random drawing from among all eligible entries received. The odds of winning depend on the number of eligible entries received. Selection of the potential winner will take place on or around February 1, 2021. The potential winner need not be present to win. The potential winner will be notified by email or telephone provided in the online entry. The notification will specify a time period within which the winner must contact the designated representative of Sponsor to claim the prize. In the event that (a) the potential winner does not contact said representative as specified in the notification, or (b) the potential winner cannot be reached after three (3) attempts by email or phone, the potential winner shall be deemed to have forfeited the prize, and an alternate winner will be selected from among all remaining eligible entries received. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

4. Prize: The winner will win a one (1)-minute shopping spree (the "Shopping Spree") at the Brookshire Brothers College Station store, located at 455 George Bush Drive West, College Station, TX 77840 (the "Participating Store") on a date and at a time to be determined by Sponsor in its sole discretion. In addition to any terms and conditions which may be provided by Sponsor or a Participating Store representative before the Shopping Spree begins, the terms and conditions of the Shopping Spree are as follows: (i) the winner will only have access to areas of the store that the public has access to for grocery shopping; (ii) the winner can collect all the groceries (excluding tobacco, lottery, gift cards, prescriptions and alcohol products) he/she is able to collect in a standard-size shopping cart (supplied by the Participating Store) in one (1) minute, up to a maximum value of seven hundred dollars (\$700.00); (iii) the winner may only use one cart and may not receive help from any other individual; (iv) only items collected by the winner and contained within the cart without assistance at the conclusion of the one (1) minute period will be counted as part of the prize; and (v) the winner may collect a maximum of two (2) of any eligible item in his/her cart during the Shopping Spree. The exact retail value of the Shopping Spree depends on the total value of eligible items collected by the winner, but may not exceed seven hundred dollars (\$700.00). In the event a prize winner collects items exceeding the seven hundred dollar (\$700.00) maximum retail value, the winner may keep the items of his/her choosing in his/her cart so that the remaining total is less than or equal to seven hundred dollars (\$700.00), and there are not more than two (2) of any one item included.

A representative of the Participating Store will be deemed the official time-keeper and his/her decisions will be final and binding. The prize is not transferable, nor assignable, except as specified herein. Sponsor reserves the right to designate the date and time for any Shopping Spree and the winner must agree to abide by these rules as provided to the winner prior to the Shopping Spree. If a winner is disabled, infirm, or unable to attend on the designated Shopping Spree date, the winner may designate another person to conduct the Shopping Spree in his/her place, with prior approval from the Participating Store and at Sponsor's sole discretion.

5. Prize Conditions: Prior to being declared as the winner, the person selected will be required to execute an Affidavit of Eligibility, a Liability Release and a Publicity Release, except where legally prohibited. Such documents must be signed and returned by the date and/or time indicated within such documents. If the potential winner fails to sign and return such documents within the seven (7) days, or if an entrant is found to be ineligible, or if he/she does not comply with the Official Rules, then the potential winner will be disqualified and an alternate winner will be selected. All federal, state or other tax liabilities (including income taxes) arising from this Sweepstakes will be the sole responsibility of the winner. Except where prohibited by law, the winner's entries and acceptance of the prize constitutes permission for Sponsor to use said winner's name, photograph, likeness, statement, biographical information, voice, and city and state address on a worldwide basis, and in all forms of media, in perpetuity, without further compensation. Limit of one prize per person/family/household.

6. Sweepstakes Conditions: This Sweepstakes is subject to all applicable federal, state and local laws. By participating, entrants agree to be bound by these Official Rules and the decisions of the Sponsor, and waives any right to claim ambiguity in the Sweepstakes or these Official Rules. Entrants and winner also agree to release, discharge, indemnify and hold harmless Sponsor and its respective officers, directors, employees, representatives and agents from and against any claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in any Sweepstakes-related activity or participation in this Sweepstakes.

7. Limitations of Liability; Releases: Sponsor does not assume any responsibility for incorrect or inaccurate capture of entry information, including, but not limited to, technical malfunctions, human or technical error, printing errors, lost / delayed / garbled data or transmission, omission, interruption, deletion, defect or failures of any telephone or computer line or network, computer equipment, software or any combination thereof. Sponsor is not responsible for electronic network, scanner or computer hardware or software malfunction and/or transmission failure, loss or delayed or corrupted data transmissions, or any technical or human failures, errors or difficulties of any kind. Sponsor is not responsible for lost, late, damaged, delayed, destroyed, misdirected, incomplete, illegible or mutilated entries. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, deception, or other unfair playing practices or intending to annoy, abuse, threaten

or harass any other entrants or Sponsor representatives. If, for any reason, this Sweepstakes is not capable of running as planned, including, but not limited to, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the promotion, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes.

Subject to applicable law, winner irrevocably grants the Sponsor and each of its licensees, and its and their successors, assigns and sub-licensees the right and permission to use his/her name, voice, likeness and/or biographical material for advertising, promotional and/or publicity purposes in connection with the Sweepstakes, in all forms of media and by all manners (now and hereafter known), and on and in connection with related products, services, advertising and promotional materials (now known or hereafter developed), worldwide, in perpetuity, without any obligation, notice or consideration except for the awarding of the Prize to the winner. Winner acknowledges that Sponsor is relying on the irrevocable, unconditional and perpetual nature of the grants of rights and releases herein (including, without limitation, regarding rights of publicity), and any interference by winner therewith would cause Sponsor, and its successors, licensees and assigns, irreparable (not compensable by money damages alone) and excessive damages and would be manifestly unfounded, such that Sponsor shall be entitled to equitable and injunctive relief (with no obligation to post bond or surety or establish likelihood of success) in addition to remedies at law. Entrants agree not to issue any publicity concerning the Sponsor.

BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANT AGREES THAT SPONSOR AND ITS PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, CONSULTANTS, CONTRACTORS, LEGAL COUNSEL, ADVERTISING, PUBLIC RELATIONS, PROMOTIONAL, FULFILLMENT AND MARKETING, WEBSITE PROVIDERS, WEB MASTERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS (THE "RELEASED PARTIES") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE PRIZE, ENTRY, OR PARTICIPATION IN THIS SWEEPSTAKES OR IN ANY SWEEPSTAKES RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, ACTUAL OR POTENTIAL PUBLIC HEALTH CRISES (INCLUDING WITHOUT LIMITATION EPIDEMICS OR PANDEMICS AND GOVERNMENT ORDERS RELATED THERETO), NATURAL DISASTERS, WEATHER, OR TERRORISM. BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR

ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE WEBSITE AND ALL PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

8. Governing Law; Disputes; Jurisdiction and Venue: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants or Sponsor in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of Texas, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws. The parties each agree to finally settle all disputes in the exclusive jurisdiction and venue of the courts located in Angelina County, TX.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED FIFTY DOLLARS (\$50.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED FIFTY DOLLARS (\$50.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY.

9. Miscellaneous: The invalidity or unenforceability of any provision of these Official Rules or winner documentation will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or winner documentation is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. When terms such as "may" are used in these Official Rules, Sponsor has sole and absolute discretion. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use on the Website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

10. Winners List: For the Sweepstakes winner's name, which will be available after February 15, 2021, send a self-addressed, stamped envelope with a written request to Brookshire Brothers Built for Aggies Sweepstakes – Winners List, attn.: Marketing Dept., 1201 Ellen Trout Drive, Lufkin, Texas 75904, or it will be available at brookshirebrothers.com.

11. Sweepstakes Sponsor/Participating Store Location: The sponsor of this promotion is Brookshire Brothers, 1201 Ellen Trout Drive, Lufkin, TX 75904. The Participating Store is the Brookshire Brothers store located at 455 George Bush Drive West, College Station, Texas, 77840.