

VIRTUAL CAP10K
OFFICIAL GIVEAWAY RULES

(H-E-B GIFT CARD)

NO PURCHASE NECESSARY TO ENTER OR TO WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY.

NAME OF GIVEAWAY

The Virtual CAP10K H-E-B Gift Card Giveaway (the “Giveaway”)

SPONSOR

Ventures Endurance Events, LLC, 85 Devonshire Street, 9th Floor, Boston, Massachusetts 02109 (“Ventures”).

BUSINESS SPONSOR

H-E-B, LP, 646 South Flores Street, San Antonio, Texas 78204 (“H-E-B”)

IMPORTANT DATES

1. Virtual CAP10K (the “10K”) Start Date: 12:01 Eastern Time (“ET”) on April 11, 2021
2. 10K End Date: 11:59 p.m. ET on April 30, 2021
3. Random Drawing (the “Drawing”) Date: May 3, 2021

GIVEAWAY ELIGIBILITY

The Giveaway is open only to persons who are legal residents of the state of Texas and who are eighteen (18) years of age or older at the time of entry (each, the “Participant” or, collectively, the “Participants”). Employees, contractors or interns of Ventures, Gannett Co., Inc. H-E-B, and each of their respective divisions, affiliates, parent companies, subsidiaries, advertising and promotion agencies (including, in each case, immediate family members) are not eligible to enter the Giveaway. For purposes of this Giveaway, “immediate family members” is defined as spouses, siblings, parents, children, grandparents and grandchildren, whether as "in-laws", or by current or past marriage, remarriage, adoption, co-habitation or other familial extension, and any other persons residing at the same household location, whether or not related.

HOW TO ENTER THE GIVEAWAY

10K Participation

Any Participant who (a) meets eligibility requirements, (b) registers and participates in the 10K and (c) finishes and logs his or her time for the 10K will automatically be entered in the Giveaway (each, the “10K Entry”).

OR

Alternative Method of Entry

Any Participant who meets eligibility requirements can enter the Giveaway without registering for the 10K (the “AMOE Entry”) by logging into the following website: <https://forms.gle/2WT3pvEKeJgUhogc6>, navigating to the Giveaway icon, completing the requested contact information and reading and electronically agreeing to these Official Rules.

The 10K Entry together with the AMOE Entry will together be referred to throughout these Official Rules as the “Entry”, or, collectively, the “Entries”.

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GIVEAWAY ENTRY RULES

1. Each Participant is allowed one (1) Entry. All Entries that are in excess of the stated limits may be disqualified from the Giveaway at the sole and absolute discretion of Ventures. Ventures reserves the right to void all Entries made through any robotic, automatic, mechanically programmed or similar entry duplication method and to disqualify any Participant using such methods. Any questions regarding the number of Entries submitted shall be determined by Ventures in its sole discretion.
2. Ventures shall have the right, at any time and in its sole discretion, to immediately disqualify any Participant if Ventures determines or suspects that the Participant has attempted to undermine the legitimate operation of the Giveaway by cheating, hacking, deception, tampering or other fraudulent, deceptive, or unfair playing practices.
3. Any attempt to enter this Giveaway by using different email addresses, usernames, identities, or otherwise may disqualify such Participant and may void all Entries made by such Participant. Participants may use only one (1) e-mail address in this Giveaway. Multiple participants in this Giveaway are not allowed to share an e-mail address.
4. Online entry is the only way to enter this Giveaway. Entries for the Giveaway will not be accepted through e-mail, facsimile, postal mail, express delivery service or hand-delivery.
5. Ventures is not responsible for late, lost, tampered with, deleted or misdirected Entries that are not timely received or are lost due to computer or electronic malfunctions or other error. Assurance of delivery of the Entry is the sole responsibility of the Participant.
6. In order to enter the Giveaway or win the prize, the Participant must comply fully with these Official Rules and by entering agrees to be bound by these Official Rules and the decisions of Ventures, whose decisions shall be binding and final in all respects.

SELECTION OF THE WINNER – RANDOM DRAWING

The Drawing will be held on or around May 3, 2021 and one (1) winner will be selected (the “Winner”) from all eligible Entries received by 11:59 p.m. ET on April 30, 2021 (the “Entry Deadline”). The sole determinant of time for the purposes of receipt of a valid Entry in this Giveaway will be Ventures. The decisions of Ventures and H-E-B as to the administration and operation of the Giveaway and the selection of the potential Winner is final and binding in all matters related to the Giveaway. The selected Winner is deemed the “potential Winner” pending verification of his/her eligibility and compliance with these Official Rules.

ODDS OF WINNING

Odds of winning depend on the number of eligible Entries received by Ventures by the Entry Deadline.

NOTIFICATION OF THE WINNERS

The potential Winner will be notified within five (5) business days after the Drawing in accordance with the contact information supplied by the Participant at the time of entry (“Prize Notification”). Prize Notification is deemed to have occurred immediately upon the placing of a phone call or sending of an e-mail or any other form of communication Ventures may use to contact a potential Winner. Ventures is not obligated to leave a voicemail or any other type of message. If a potential Winner does not respond to the Prize Notification within five (5) business days after the Prize Notification, Ventures may select an alternate winner in a random drawing from all remaining eligible Entries. Ventures reserves the right to

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modify the notification procedures in connection with the selection of any alternate potential Winner, if any.

REQUIRED DOCUMENTATION

The potential Winner must sign and have notarized an Affidavit of Eligibility, Liability and Publicity Release (the "Affidavit"), as well as any other documentation required by Ventures in its sole discretion, within five (5) business days following the date of first attempted notification regarding the documentation in order to be eligible to accept the prize. Failure to sign and return to Ventures such forms within the requisite timeframe may result in disqualification, and an alternate winner may be selected in a random drawing from all remaining eligible Entries.

Any potential Winner is subject to verification and the potential Winner's full compliance with these Official Rules before any prize will be awarded.

PRIZE

One (1) prize will be awarded in this Giveaway. The Winner will be awarded a one (1) year supply of groceries, awarded in the form of \$5,200 in H-E-B Gift Cards. The approximate retail value of this prize is \$5,200. H-E-B Gift Cards are subject to applicable terms and conditions, including dormancy fees, and may not be used for the purchase of alcohol or tobacco.

PRIZE CONDITIONS

1. The prize cannot be transferred or substituted, except in the sole discretion of Ventures. Ventures reserves the right to substitute prizes of equal or greater value.
2. No compensation will be given for lost, stolen, mutilated or expired gift cards. Ventures is not responsible for replacing lost, stolen, mutilated or expired gift cards. Fulfillment of gift cards is the sole responsibility of H-E-B, and is only redeemable as specified. The gift card must be surrendered upon redemption and no photocopies or reproductions will be honored. All gift cards are subject to the terms and conditions regarding use, loss, theft, and redemption and all other terms and conditions established by H-E-B. Any questions or issues regarding gift cards must be directed to H-E-B customer service, and will be handled exclusively by H-E-B. All transactions, disputes, questions, and all other aspects of the relationship between the Winner and H-E-B are solely the responsibility of the Winner and H-E-B, and Ventures and each of its affiliates have no responsibility for any such matters. Ventures has not made and Ventures is not responsible in any manner for any warranties, representations or guarantees, express or implied, in fact or law, relating to the gift cards, regarding the use, value or enjoyment of the gift cards, including, without limitation, merchantability or fitness for a particular purpose.

TAXES

All local, state and federal taxes incurred by accepting a prize will be the sole responsibility of the Winner. Any person winning over \$600 in prizes during any one (1) year period will receive an IRS Form 1099 at the end of the calendar year, and a copy of such form will be filed with the IRS.

PRIVACY

In connection with this Giveaway entry process, Ventures will be collecting personal data about Participants in accordance with its privacy policy (the "Policy"). By participating in this Giveaway, the Participant hereby agrees to the collection and usage of the Participant's personal information by Ventures and the Participant acknowledges that he/she has read and accepted the Policy. When a Participant enters the Giveaway, he/she may be asked to consent to receive promotional emails.

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Consenting to receive such emails is optional and does not have to be agreed to in order to be eligible to enter this Giveaway and does not improve the Participant's chances of winning. Except where prohibited, participation in the Giveaway constitutes the Participant's consent to the use by Ventures of the Participant's name, likeness, entry, and state of residence for promotional purposes in any media without further payment or consideration to the Participant, unless prohibited by law.

INTERNET

1. It is each Participant's responsibility to enter in the appropriate manner. Each Participant is responsible for all costs or charges involved in accessing the participating website and warrants that the cost of accessing the websites, if any, is part of a larger agreement with an Internet Service Provider or some other means, and that the cost of this access is not an incremental cost.

2. If for any reason the internet portion of the program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Ventures which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Giveaway, Ventures reserves the right, at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify, or suspend the Giveaway. Ventures assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communication line failure, theft, or destruction or unauthorized access to, or alteration of Entries.

3. Ventures is not responsible for lost, misdirected, illegible, damaged or undelivered Entries. Ventures is not responsible for any problems or technical malfunctions of any telephone network or lines, computer online systems, services or providers, computer equipment, software, failure of any email or entry to be received due to technical problems or traffic congestion on the internet or at any website, or any combination thereof, including any injury or damage to Participant's or any other person's computer related to or resulting from participation or downloading of any material in this Giveaway. CAUTION: Any attempt by an Participant to deliberately damage any website or undermine the legitimate operation of the Giveaway is a violation of criminal and civil laws and should such an attempt be made, Ventures reserves the right to seek damages from any such person to the fullest extent permitted by law.

4. In the event of a dispute, Entries made by Internet will be declared made by the authorized account holder of the e-mail address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization (e.g. business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

WAIVERS, DISCLAIMERS AND RELEASES

By participating in this Giveaway, the Participant agrees to release, discharge and hold harmless Ventures, Gannett Co., Inc., Gannett Media Corp, H-E-B, LP. and each of their divisions, affiliates, parent companies, subsidiaries, advertising and promotion agencies and their respective directors, officers, employees and agents (collectively, the "Giveaway Entities") from and against any and all claims, liability, costs, losses, damages or injuries of any kind arising out of or related to the Participant's participation in this Giveaway and/or related to any prize (including, without limitation, losses, damages or injuries to Participant's or any other person's equipment or other property, or to their persons, related to participation in this Giveaway; or arising out of any violation of rights of publicity or privacy, or claims of defamation or portrayal in a false light; or based on any claim of infringement of intellectual property; or from any typographical, human or other error in the printing, offering, selection, operation or

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announcement of any Giveaway activity and/or prize). Without limiting the generality of the foregoing, the Participant agrees that the Giveaway Entities: (a) have neither made nor will be in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, in connection with any Giveaway and/or with respect to prizes, including, without limitation, to any prize's quality or fitness for a particular purpose; (b) maintain no control over the personnel, equipment or operation of any air, water or surface carrier, ship line, bus or limousine company, transportation company, hotel, manufacturer or other person or entity furnishing services, products or accommodations ("Suppliers") as a part of the prizes provided in connection with any Giveaway; and (c) will not be responsible or liable for any injury, damage, loss, expense, accident, delay, inconvenience or other irregularity that may be caused or contributed to: (1) by the wrongful, negligent or unauthorized act or omission on the part of the Suppliers or any of their agents, servants, employees or independent contractors, (2) by any defect in or failure of any vehicle, equipment, instrumentality, service or product that is owned, operated, furnished or otherwise used by any of those Suppliers, (3) by the wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Giveaway Entities, and (4) by any cause, condition or event whatsoever beyond the control of the Giveaway Entities. Participant agrees that the Giveaway Entities shall have no responsibility or liability for discontinued prizes; human error; incorrect or inaccurate transcription of registration and/or account information; any technical malfunctions of the telephone network, computer online system, computer dating mechanism, computer equipment, software, or Internet service provider utilized by Ventures; interruption or inability to access the website, or Ventures or affiliated entities' respective websites, or any online service via the Internet due to hardware or software compatibility problems; any damage to Participant's (or any third person's) computer and/or its contents related to or resulting from any part of a Giveaway; any lost/delayed data transmissions, omissions, interruptions, viruses, bugs, defects; and/or any other errors or malfunctions, even if caused by the negligence of the Giveaway Entities. Each Participant further agrees to indemnify and hold harmless Giveaway Entities from and against any and all liability resulting or arising from any Giveaway and to release all rights to bring any claim, action or proceeding against Giveaway Entities and hereby acknowledge that Giveaway Entities have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to a prize, including express warranties provided exclusively by a Supplier that may be sent along with a prize. Ventures is not responsible for the actions of Participants in connection with any Giveaway, including the Participant's attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of this Giveaway.

MISCELLANEOUS

1. The invalidity or unenforceability of any provision of these Official Rules or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit 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. The failure of Ventures to enforce any term of the Official Rules will not constitute a waiver of that provision. When terms such as "may" are used in the Official Rules, Ventures has sole and absolute discretion. Participants agree to waive any rights to claim ambiguity of the Official Rules.

2. 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.

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3. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Giveaway-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 the sole and absolute discretion of Ventures.
4. Ventures will not be responsible for typographical, printing or other inadvertent errors in these Official Rules or in other materials relating to the Giveaway.
5. Ventures reserves the right to change, alter, or amend these Official Rules as necessary, in its sole discretion, to ensure the fair administration of the Giveaway or to comply with applicable law.
6. Any and all decisions of Ventures regarding the Giveaway are final.
7. This Giveaway and these Official Rules will be governed by the laws of the State of Texas whose courts shall have exclusive jurisdiction in the event that any dispute arises regarding the Giveaway or the prize.

NAME OF WINNER

To obtain the name of the Winner, contact Race Director at cap10k@statesman.com by June 1, 2021.

QUESTIONS

Any questions on this Giveaway should be directed to Race Director at cap10k@statesman.com.