

**H-E-B 2020-2021 Product
Tester Program Terms and
Conditions
Effective May 18, 2020**

Welcome

Welcome to the *Official H-E-B Product Tester Program* (the “Program”) sponsored by HEB, LP (“H-E-B”). Thank you for joining this voluntary Program that will reward you for testing products for 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. These Terms and Conditions describe the way you accumulate Points and receive rewards for testing products for H-E-B. To get the most out of the Program, please read this document and make sure that you understand the Program and its Terms and Conditions.

By enrolling in the Program or by accumulating Points, 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 May 18, 2020, 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 <https://hebtester.com>

Membership in the Program, and all Points, benefits, and Rewards 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 *Official H-E-B Product Tester Program* as the “Program.”
- Partners who have enrolled in the Program are “Members.”
- Members who complete product tests will be awarded “Points.” After you accumulate the required number of Points, you may receive a gift we call a “Reward.”
- A product test completed on-site at H-E-B corporate headquarters (in the Arsenal or other local surrounding headquarters buildings) is called an “On-Site Test.”
- A product test completed on-site at an H-E-B store is called an “In-Store Test.”
- A product test completed in the Member’s home is called an “In-Home Test.” In-Home Tests may require remote evaluations of products, the completion of a survey, and/or participation in a remote focus group.

1. Description of the Program

Eligibility

To become a Member, you must be (1) a current H-E-B Partner in good standing, and (2) your primary work location must be (a) the Arsenal and/or other local surrounding corporate headquarters buildings, or (b) store SA#26. Members on work-at-home arrangements approved by their managers or supervisors are eligible for the Program if their primary work location qualifies as described above. Partners whose primary work location is Cypress, Blossom, Fredericksburg Road or other support buildings not located on the corporate headquarters campus, or partners whose primary work location is a store other than those listed above, are not eligible to participate in the Program at this time.

Partners whose primary work location is the Arsenal and corporate headquarters are not eligible to participate or earn points in the 2020-2021 program year until after June 30, 2020, when any points awarded in the prior program year expire. Store partners are eligible for the 2020-2021 program year beginning May 18, 2020.

To register for the Program, go to <https://hebtester.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 and (2) complete a survey regarding products you typically use or consume. You must complete the online enrollment process in full to become a Member.

In the web-based account, Members will find information related to available surveys, messages, reward tracking and scheduling for product tests. The web address to sign up and log into the Membership Program account is: <https://hebtester.com>.

If you have a heb.com email account, please enter it in the registration process as your email address to receive information about upcoming tests. If you do not have a heb.com email account, you may use a personal email account.

There are no fees or payments required to join the Program and become a Member. Joining the Program is voluntary.

Points

Points will be earned as Members complete product tests, including On-Site Tests, In-Store Tests, and In-Home Tests.

At the start of any product test, Members will log into their account to access the product test survey. The Program product test survey or administering personnel will log the completion of the test once the Member completes a test.

Points do not have cash value and cannot be redeemed for cash. Points cannot be sold, transferred, exchanged, traded, assigned, or bartered. Points are not transferable by death; may not be bequeathed or devised by inheritance; may not be transferred as the result of a divorce or other domestic relationship matter; and may not be otherwise transferred by operation of law. We may cancel any Points that you attempt to transfer in violation of these Terms and Conditions. All Points issued or recorded on your account under the Program remain the sole property of H-E-B.

How to Earn Points

All tested products will be supplied by H-E-B. The number of Points awarded for a test is within H-E-B's sole discretion and will generally depend on the type of test completed and the expected time it takes to complete a product test.

Members will be informed prior to the start of a product test how long the test is expected to take and the number of Points to be awarded for completion. A typical On-Site Test or In-Store Test will take less than 10 minutes to complete and result in the award of one (1) Point.

Members must fill out any required survey and/or participate in any required remote focus group in its entirety in order to receive Points. Points will not be awarded for incomplete surveys or focus group sessions.

Test procedures for partners at SA#26. All product tests will be conducted as In-Store Tests. If you qualify for a test, you will be informed by email. Pick up product for testing at the product pick-up area in your store during your normal working hours. Use only the product marked with your name. Complete the survey response online as instructed using your personal device or devices supplied by H-E-B.

Test procedures for partners at the Arsenal. If you qualify for a test, you will be informed by email whether the test is an On-Site Test, an In-Home Test, or a test that may be completed at home or on-site at the Member’s election. On-Site Test surveys will be completed in the office on devices supplied by H-E-B. An In-Home Test survey will be completed in the Member’s home. If an In-Home Test involves the test of a physical product, the product may be shipped to the Member for testing. To be eligible to conduct an In-Home Test requiring the shipment of product to the Member, the Member must live in the Greater San Antonio area. A typical In-Home Test may take from 15 to 45 minutes.

Focus group test procedures. You may be invited to participate in a focus group as part of a test. If that focus group includes a product evaluation, you will be requested to complete the product evaluation on a day prior to the focus group meeting.

Members will remain on the clock during surveys and tests, but all Members are expected to manage their time appropriately and avoid interfering with their ordinary duties and responsibilities. Members who are non-exempt (hourly compensation) Partners should complete all surveys and tests during paid break times. If you are informed a test will take more time in a single day than your available break time in that day, you will remain on the clock after using your break time to complete the test.

By registering to participate in the voluntary Program, non-exempt Members understand and agree that completing a screener survey or test will forego the use of paid break time, in part or in whole, to complete the survey or test. Members agree to use paid break time to complete Program tests and acknowledge they will not receive additional paid time to take nonworking breaks, nor will they be paid additional compensation for completing Program Tests during paid break time. Members may be asked to confirm this agreement with respect to a specific test.

Any accumulated Points expire on June 30, 2021.

Issuing Rewards

Rewards will be issued to a Member based on the number of Points a Member accumulates prior to June 30, 2021. A Member qualifies to receive each Reward as points are accumulated as described below:

Points Accumulated	Reward	Approximate Retail Value
4	H-E-B Kodi® Spill Proof Red Travel Mug	16oz. - \$9.97
10	H-E-B Kodi® Low Ball Stainless Steel Cup	16oz - \$12.88
20	H-E-B Kodi® Canteen Navy	56oz - \$39.00

36	H-E-B Kodi® Square Trip Grey Cooler	\$179.00
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For example, after a member earns 4 points, the member will receive a travel mug. If the member earns another 6 points prior to June 30, 2021, the member will have 10 total points for the program term and will receive a stainless steel low ball cup.

Reward colors, styles, and sizes are subject to the restrictions above and are based on stock availability at the H-E-B warehouse at the time orders are placed.

Please allow six to nine weeks after the H-E-B fiscal period in which you qualify for a Reward for receipt of the applicable Reward. Rewards will be delivered to the Member's work location except in the sole discretion of the Program administrator. Rewards are subject to change at the sole discretion of the Program administrator.

Signing Up For Product Tests

Members will receive notifications via email when a new product test is being offered. Members must click on the URL link provided. Participation in a test may be limited by time, by number of participants, or in other ways. Each Member is limited to taking three (3) tests in any given week. A Member is not eligible to take a test unless the Member signs up while the test is still available.

Members will receive notifications of tests to sign up for based on the type of product they consume and/or use. Not every Member will be contacted for every test.

Members may be asked to take a screener survey to determine if they qualify for a product test. The Member will receive no Points for these screener surveys. Members who qualify should obtain their supervisors' approval before signing up for a test and schedule their test time appropriately in light of their ordinary duties and responsibilities.

Members who sign up for a test but fail to complete the test and survey may be removed from the Program at the sole discretion of the program administrator. If a Member is removed from the Program for any reason (including termination from the Program or termination of employment), any accumulated Points or Rewards will be forfeit.

H-E-B reserves the right, in the sole discretion of the Program administrator, to allow Members to temporarily or permanently suspend the receipt of test invitations and screener surveys. If such suspensions are permitted, such suspensions will be subject to the terms and conditions of the invitation to suspend.

Contact

You may contact the Program administration team by sending an email to hebtester@heb.com.

2. 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.

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.

THIS PROGRAM IS VOLUNTARY. NO PARTNER IS REQUIRED TO PARTICIPATE AS A CONDITION OF EMPLOYMENT.

3. 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) THE AWARDING OF POINTS OR REDEMPTION OF AWARDS; (iii) ANY ACT, OMISSION, OR DELAY BY H-E-B IN ADMINISTERING THE PROGRAM, EXERCISING ANY DISCRETION PERMITTED HEREUNDER, OR AMENDING THESE TERMS AND CONDITIONS; (iv) THE USE OF OR INABILITY TO USE THE H-E-B SITE OR SERVICE CENTER; (v) THE RECEIPT, USE, OR MISUSE OF ANY TESTED PRODUCT, GOODS, OR SERVICES; (vi) ANY DISEASE OR INJURY ASSOCIATED WITH THE USE OR INGESTION OF A PRODUCT, INCLUDING (WITHOUT LIMITATION) ALLERGIC REACTIONS; (vii) ANY INJURY ASSOCIATED WITH THE USE OR INGESTION OF SUBSTANCES/ITEMS OTHER THAN A TESTED PRODUCT IN CONNECTION WITH A PRODUCT TEST, INCLUDING (WITHOUT LIMITATION) FOREIGN SUBSTANCES OR ITEMS OWNED BY A MEMBER AND USED WHILE TESTING A PRODUCT; (viii) THE PURCHASE OF ANY GOODS OR SERVICES BASED ON A TEST, A TEST RESULT, OR A RECOMMENDATION RELATED TO THE PROGRAM; OR (ix) THE RECEIPT, USE OR MISUSE OF REWARD ITEMS OR PRODUCTS. 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 HEB GROCERY COMPANY, 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 RECORDING TO YOUR ACCOUNT THE NUMBER OF POINTS YOU REDEEMED IN CONNECTION WITH SUCH CIRCUMSTANCES.

4. Governing Laws in Case of Dispute; Jurisdiction

These Terms and Conditions shall be governed by the laws of the State of Texas, as they apply to agreements made and solely performed therein, without regard to conflicts of laws and provisions. Disputes arising hereunder or in any way related to the Program 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.

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

H-E-B may change these Terms and Conditions with or without notice. Please review the Terms and Conditions, through your online Membership account, on a regular basis for changes. Continued Membership in the Program following any change(s) to these Terms and Conditions constitutes your acceptance of such change(s).

H-E-B has the right to change, limit, modify or cancel the Program, Program rules or regulations, the Program Terms and Conditions, the rewards and Points structure and levels, at any time, with or without notice, even though such changes may affect the value of Points already accumulated, the ability to use accumulated Points or the ability to obtain certain rewards or Points.

6. Data Collection

H-E-B collects, stores, and uses data gathered through tests made under or in connection with the Program. 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 as set forth in these Terms and Conditions. If you do not agree with these Terms and Conditions, you may choose not to be a member of the Program.

H-E-B will not sell, trade, rent, or otherwise disclose information gathered from the Program to outside companies or marketing firms for their marketing purposes except in connection with a merger or sale of assets, in connection with loss prevention efforts, or as otherwise described in these Terms or our [Privacy Policy](#).

7. Miscellaneous

All materials and any notices will be sent to you at to your desk or e-mail address contained in our records. If you wish to leave the Program, please inform us by emailing hebtester@heb.com.

H-E-B reserves the right and sole discretion to remove a Member from any individual test for any reason, including but not limited to a decision to end the test or to limit test participation to certain persons or areas.

H-E-B may, in its sole discretion, contact Members for other research projects related to H-E-B outside the scope of the Program, which may or may not result in the award of any Points. Failure to participate in other projects outside of the Program will not result in termination of Program membership.

H-E-B has the sole discretion to interpret and apply these Terms and Conditions and adjudicate other questions or disputes relating to the Program.

The redemption of Points by H-E-B under circumstances not required by these Terms and Conditions shall not be deemed a waiver of these Terms and Conditions and shall not affect or impair any other rights available to H-E-B.

If any part, term or provision of these Terms and Conditions is declared or determined by a court 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.

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, your accumulation and redemption of Points and any other benefits and/or rewards of 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.

8. Confidentiality

Products tested in the Program may be confidential and proprietary to H-E-B. By participating in the Program, Members agree not to disclose any information regarding any product tested to any party or person not employed by H-E-B. Members further agree to take care to preserve the confidentiality of any test products or H-E-B materials provided to the Member for purposes of an In-Home Test and not to disclose those products or materials to any person other than the Member and Partners administering the test or the Program.

The use of social media (e.g., Facebook, Instagram, Twitter, Snapchat, or the like) to communicate in any way regarding the Member's participation in a Program test, the products tested, or any information regarding the products tested is strictly prohibited.

H-E-B may remove from the Program any Member that it determines (in its sole discretion) has violated or attempted to violate the confidentiality requirements of the Program.

9. 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.