

TSHBeFit Annual Sweepstakes – Official Rules

1. **SWEEPSTAKES DESCRIPTION.** These official rules (“Official Rules”) apply to the “TSHBeFit Annual Sweepstakes” (the “Annual Sweepstakes”) offered by FBS-HIA, LLC (“FBS”) through the TSHBeFit program (the “Program”). Eligible participants will be offered the chance to win a \$575 Visa gift cards. There is no additional purchase necessary to enter or win the Annual Sweepstakes. A purchase will not improve one’s chances of winning. The Annual Sweepstakes is sponsored by FBS (“Sponsor”). See Section 17 for additional Sponsor information.
2. **PRIZE DESCRIPTION AND CONDITIONS:** Two \$575 Visa Gift cards. Two winners will be selected during the Annual Sweepstakes Period. An individual may only win once during the Entry Period.
3. **ENTRY PERIOD:** The drawing will begin midnight CST on September 1, 2023, and will end at 11:59pm CST August 31, 2024 (the “Entry Period”). Entries will be accepted throughout the Entry Period. Any entries after 11:59pm CST on August 31, 2024, will be ineligible for any prize.
4. **ELIGIBILITY:** This Annual Sweepstakes is only open to legal residents of Texas who are participating in the Program. Participation is void outside of Texas. Entrants must be at least 18 years of age or older at time of entry. Employees of Sponsor and their immediate families (i.e., parents, spouse, children, siblings, grandparents, stepparents, stepchildren, and stepsiblings) and of any affiliated companies, sponsors, advertising agencies, and third-party fulfillment agencies are not eligible to enter or win.
5. **ENTRY RULES:**
 - a. **HOW TO ENTER:** To enter, an individual must earn points through the Program. Each entry requires 1000 points earned through the Program. An individual earns one entry in the Annual Sweepstakes Period for each 1000 points earned through the Program during the Annual Sweepstakes Period. Entrants may learn more about how to earn points by referring to the Program’s website and member guidelines.
 - b. **GENERAL ENTRY TERMS:** All entries submitted in accordance with these Official Rules are referred to in these Official Rules as “Eligible Entries.”
6. **THE ODDS OF WINNING THE ANNUAL SWEEPSTAKES DEPEND ON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED:** All entries and related materials become the property of Sponsor and will not be acknowledged or returned. For avoidance of doubt, all information submitted in connection with the Annual Sweepstakes entry process as described in this Official Rules is being submitted to Sponsor and remains subject to the terms and conditions of Sponsor’s Privacy Policy.
7. **ENTRY CONDITIONS:** By entering or participating in the Annual Sweepstakes, each entrant acknowledges and shall comply with: (a) all terms and conditions set forth in these Official Rules; (b) the interpretations of these Official Rules by Sponsor; (c) decision of Sponsor, which are final in all matters relating to the Annual Sweepstakes; and (d) the Privacy Policy (located at <https://fbsbenefits.com/privacy-policy>) and Sponsor’s use of entrant’s personal information. Further, no entrant shall hold himself or

herself out as an agent or representative of Sponsor. Any attempted submissions or entries in connection with the Annual Sweepstakes that are lost, late, misdirected, incorrect, garbled, or incompletely received, for any reason, including without limitation by reason of hardware, software, browser, network failure, network malfunction, network congestion, or incompatibility on any servers or otherwise, may not be counted or eligible for the Annual Sweepstakes as determined by Sponsor in its sole discretion.

8. **PRIZE WINNER SELECTION AND NOTIFICATION:** Sponsor will award two prizes during each Annual Sweepstakes Period, with the winner randomly selected from among Eligible Entries. Sponsor shall attempt to contact the potential Prize Winner using the contact information on file through the Program for the Prize Winner. If a potential Prize Winner cannot be contacted or does not respond within 48 hours of attempted notification, Sponsor reserves the right, in its sole discretion, to disqualify that potential Prize Winner. Sponsor is not responsible for failed attempts to notify any potential Prize Winners or for any email or other correspondence returned as undeliverable without a forwarding address or any other problems, omissions, or technical malfunctions associated with any network, servers, computer equipment, software applications, or the Internet.
9. **PRIZE TERMS AND RESTRICTIONS:** Only the Prize as described in these Official Rules will be awarded and no substitutions, cash equivalents, or redemptions will be made. Reporting and payment of all applicable taxes, fees, and surcharges, if any, arising out of, or resulting from, acceptance or use of any Prize, are the sole responsibility of the Prize Winner. The Sponsor expressly disclaims any responsibility or liability for injury or loss to any person or property relating to the delivery or subsequent use and redemption of any Prize. The Sponsor makes no representations or warranties (express or implied) concerning the appearance, safety, or performance of any Prize. Restrictions, conditions, and limitations apply. Sponsor is not liable to replace any lost or stolen element of any Prize. Designation as a Prize Winner is not transferable or assignable to any other person or entity. SPONSOR HAS NOT MADE AND EXPRESSLY DISCLAIMS ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATING TO THE PRIZE, EXCEPT, IN THE CASE OF SPONSOR, AS EXPLICITLY STATED IN THESE OFFICIAL RULES.
10. **SPONSOR'S RULES DISCRETION:** All interpretations of these Official Rules and decisions by Sponsor are final. Sponsor reserves the right to reject any entries in the Annual Sweepstakes or any Entrant's activities associated therewith that may be deemed, in Sponsor's sole discretion, to violate these Official Rules or any policies or guidelines established by Sponsor that govern Entrants' participation in the Annual Sweepstakes. Sponsor reserves the right, in its sole discretion, disqualify any Entrant or other party for any reason, including those Entrants it finds to (a) have tampered with the entry process or the operation of any technology associated therewith (or any component thereof); (b) be acting in violation of these Official Rules or the spirit of the Annual Sweepstakes; (c) be acting in a disruptive or unsportsmanlike manner, whether with intent to annoy, abuse, threaten or harass any Entrant or other person or Entrant or otherwise; (d) have provided inaccurate information at any time during the Annual Sweepstakes, including without limitation on any entries or legal documents submitted in connection with the

Annual Sweepstakes or otherwise; or (e) have engaged in conduct, in Sponsor's sole discretion, is deemed to be offensive, libelous, slanderous, inflammatory, or otherwise inappropriate or unsportsmanlike in any way for the Annual Sweepstakes, or which brings Entrant or Sponsor into disrepute, as determined by Sponsor in its sole discretion. An Entrant's disqualification results in the immediate termination of all rights and privileges as a Prize Winner. Any attempt by any individual to damage or undermine the legitimate operation of the Annual Sweepstakes may be a violation of criminal and civil laws and should such an attempt be made; Sponsor reserves the right to seek prosecution and damages from any such individual to the fullest extent permitted by law.

11. **CHANGES TO ANNUAL SWEEPSTAKES:** Sponsor reserves the right to cancel, terminate or modify the Annual Sweepstakes or any related activity for any reason or no reason in its sole discretion without any liability or obligation.
12. **LIMITATION OF SPONSOR'S LIABILITY:** Sponsor is not responsible for: (a) errors in the administration or fulfillment of the Annual Sweepstakes, including without limitation mechanical, human, printing, distribution or production errors; (b) the incorrect or inaccurate posting of information whether caused by any of the equipment or programming associated with or utilized in the Annual Sweepstakes or by any human error that may occur in the processing of the Postings, Eligible Entries, registrations, or other correspondence or transmissions in connection with the Annual Sweepstakes; (c) any problems or technical malfunction of any communications network or lines, computer online systems, servers, or providers, computer equipment, software, applications, or the failure of any email on account of technical problems or traffic congestion or otherwise on the Internet or at any web site, including without limitation any injury or damage to any Entrant's or any other person's computer related to or resulting from participation in the Annual Sweepstakes; (d) errors, omissions, interruptions, deletions, defects (in part or in whole), delays in operations, transmissions, theft, destruction or unauthorized access or alterations of any entry, correspondence, transmissions, or other materials in connection with the Annual Sweepstakes; or (e) any typographical or other error in the printing or publication of any materials or in the announcement of Prize Winners.
13. **RELEASE:** Each Entrant shall release and hold harmless Sponsor, its directors, officers, employees, and agent, successors and assigns, and any suppliers, licensors, donors, sponsors, suppliers, operators, service providers, marketing partners and other affiliated parties in connection with the Annual Sweepstakes (collectively, the "Sponsor Entities"), against any and all claims, injury or damage arising out of or relating to participation in this Annual Sweepstakes or use or misuse or redemption of any Prize, including without limitation publicity rights, defamation, invasion of privacy, intellectual property, and any other personal, proprietary, or property rights of any party or any related cause of action.
14. **INDEMNIFICATION:** Each Entrant shall indemnify and hold harmless Sponsor Entities from all claims, liability, actions, suits, debts, dues, contracts, controversies, agreements, direct or consequential damages, judgments, executions, and demands whatsoever, in

law or equity, whether known or unknown, foreseen, or unforeseen, resulting or arising from or in connection with the Annual Sweepstakes.

15. **GOVERNING LAW; JURISDICTION:** All issues and questions, rights, and obligations of each Entrant in connection with the Annual Sweepstakes are governed by the laws of Texas without giving effect to its conflict-of-laws rules. Any dispute in connection with the Annual Sweepstakes must be resolved in the federal or local courts of Fort Worth, Texas and the parties submit to the jurisdiction of those courts. Except where prohibited, any dispute in connection with the Annual Sweepstakes must be resolved individually, without resort to any form of class action. In any dispute in connection with the annual Sweepstakes, under no circumstances is any entrant permitted to seek or obtain the award of, and hereby waives all rights to claim, punitive, incidental, or consequential damages, or any other damages, including attorneys' fees, other than Entrant's actual out of pocket expenses to enter the Annual Sweepstakes, and each Entrant further waives all rights to have damages multiplied or increased. The Sponsor Entities and each Entrant waive right to trial by jury in any action or proceeding instituted in connection with these Official Rules and this Annual Sweepstakes.
16. **PRIZE WINNERS LIST AND RULES REQUESTS:** For a copy of these Official Rules or the Prize Winner's name, send a separate, stamped, self-addressed envelope to: FBS TSHBeFit Annual Sweepstakes, 2175 N Glenville Dr, Richardson, TX 75082. Requests received more than 30 days after the end of the Entry Period may not be honored.
17. **SPONSOR'S INFORMATION:** This Annual Sweepstakes is sponsored by FBS-HIA, LLC, 2175 N Glenville Dr., Richardson, TX 75082.