

**PUBLIX CUSTOMER VOICE SURVEY SWEEPSTAKES  
FALL 2018  
OFFICIAL RULES**

1. **NO PURCHASE NECESSARY TO ENTER OR WIN.** The Publix Customer Voice Survey Sweepstakes Fall 2018 (the "Promotion") is sponsored by Publix Super Markets, Inc. ("Publix"). Promotion is only offered in Florida, Georgia, Alabama, South Carolina, North Carolina, Tennessee, and Virginia (the "Promotion Area"). Void outside the Promotion Area and where prohibited.
2. Promotion is subject to all federal, state and local laws. Publix shall be entitled to interpret these Official Rules as needed — including but not limited to rules regarding entries, deadlines, winner selection, prize restrictions, and eligibility — and all of its decisions are final. By participating, you irrevocably, fully and unconditionally agree to be bound by these Official Rules and waive any right to claim ambiguity in these Official Rules and or any other Promotion-related advertising or materials.
3. Promotion begins on October 1, 2018. Final entry deadline is December 31, 2018 at 11:59 p.m. Eastern Time ("ET"). Drawings to determine potential winners will be held December 1, 2018, January 1, 2019, and February 1, 2019. Publix's computer is the official time-keeping device for this Promotion.
4. **Each winner will be issued an IRS 1099 MISC tax form (or its equivalent) for the ARV of the prize awarded if required and is solely and exclusively responsible for any and all state, federal or local income taxes that may result from his or her acceptance of any prize.**

**ELIGIBILITY**

5. To be eligible, each entrant must be above the age of majority in his or her state of residence and a legal United States resident living in the Promotion Area (above).
6. Employees of Publix, any other entity directly involved in the development or administration of this Promotion, and the members of their immediate families (defined as spouses, parents, siblings and children) and households, are not eligible to enter or win. The term "household" includes all persons residing together (part-time or full-time) in a single residence, whether or not related.

**PRIZES & ODDS**

7. Monthly Prizes (3): \$1,000 in Publix® gift cards. Approximate Retail Value ("ARV"): \$1,000.
8. The odds of winning depend on the number of entries received. Limit one (1) prize per household.

**PRIZE RESTRICTIONS**

9. Gift card prizes are subject to all terms and conditions thereon as well as any additional limitations or restrictions imposed by issuer. Visit <http://ww2.publix.com/services/gift/GiftCertificates.do> for more information.

10. All prize details shall be at Publix's sole discretion. Each winner assumes sole responsibility for all expenses and incidental costs associated with the prize not explicitly outlined above, including without limitation, all federal, state and local taxes (if any), surcharges, and fees.
11. Prizes are not redeemable for cash and may not be sold, bartered or auctioned. The right to receive any prize is not transferrable. Any prize not accepted by any winner is forfeited and no cash or substitute will be offered or permitted. Prizes may not be substituted except that Publix in its discretion may substitute a prize, or portion thereof, with a prize or portion of equal or greater value if it deems necessary. Any such changes will be announced.
12. Prizes offered are provided "as is" with no warranty or guarantee either express or implied by Publix. Publix has neither made nor is responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize. Other restrictions apply.

**TO ENTER**

13. Entries will be accepted beginning October 1, 2018 at 12:01 a.m. ET and ending December 31, 2018 at 11:59 p.m. ET. There are two (2) ways to enter:
  - a. Online Survey: To enter online, visit <http://www.PublixSurvey.com> (the "Promotion Page") and follow the instructions to complete a brief survey and an official entry form with all required information, which may include your name, e-mail address, phone number, and age or date of birth; or
  - b. U.S. Mail: To enter without completing a survey, hand-print or type your name, e-mail address, phone number, and date of birth on a sheet of paper or index card and mail it to Publix Customer Voice Survey Sweepstakes Fall 2018 Entry, Attn: Marketing/Research, 3300 Publix Corporate Parkway, Lakeland, FL 33811, postmarked by December 31, 2018, for receipt by Publix no later than January 5, 2019.

Entries will not be accepted via any other method.

14. To be eligible for a particular drawing, entries must be received by Publix no later than 11:59 p.m. ET on the corresponding entry deadline date in the Promotion Chart below. All entries must be received by Publix no later than December 31, 2018 at 11:59 p.m. ET. Proof of sending is not proof of receipt by Publix. Publix will not accept screen shots as proof of entry.

**Promotion Chart**

<b><i>Drawing Date</i></b>	<b><i>Entry Deadline</i></b>	<b><i># Names</i></b>
December 1, 2018	October 31, 2018	1
January 1, 2019	November 30, 2018	1
February 1, 2019	December 31, 2018	1

15. Non-winning entries will carry forward to subsequent drawings, if any. Regardless of method, limit one (1) entry per person per quarter. Additional entries received from any such person thereafter will be subject to disqualification. Any use of robotic, repetitive, automatic, programmed, mechanical, script, macro, or any other automated means or similar entry methods or agents (including, but not limited to, contest-entry services or multiple or different e-mail addresses, or the submission of false contact information under multiple or different e-mail addresses, identities, registrations, accounts or logins) or any other devices or artifices to enter or encourage, directly or indirectly, multiple or false entries are prohibited and suspected or detected entry method violations may void some or all entries submitted by that entrant, in Publix's sole discretion. No group submissions will be accepted.
16. Entries must include a working daytime telephone number or valid e-mail address for the entrant. Publix is not responsible for voice or electronic communications that are undeliverable as a result of any form of call blocking of any kind or inability to leave a voice message or passive or as to e-mail, active filtering of any kind. In the event of a dispute as to the identity or eligibility of a winner based on an e-mail address, the entry will be deemed made by the "Authorized Account Holder" of the e-mail address used for entry. The Authorized Account Holder is the natural person who is assigned to the e-mail address by the relevant Internet access provider, online service provider, or other organization responsible for assigning e-mail addresses for the corresponding domain. In the event of a dispute as to the identity of any entrant, the potential winner may need to present a bill or other documentation to confirm his/her status as the authorized account holder of the account used to submit the winning entry.
17. Entrants who fail to provide any required information may be disqualified without further notification by Publix. Publix is not responsible for entries that are lost, misdirected, garbled, distorted, truncated, incomplete, illegible, incorrect or late for any reason, and all such entries are void. Publix reserves the right in its sole discretion to disqualify any entry at any time that in its opinion does not comply with these Official Rules. Entries become the property of Publix and will not be returned or acknowledged.
18. If you enter the Promotion online, the information that you provide in connection with the Promotion may be used by Publix in accordance with its Privacy Policy, which is found at <https://www.publix.com/publix-website-policies> and which may be updated from time to time.

## **WINNER SELECTION, NOTIFICATION AND VERIFICATION**

19. On each of the drawing dates listed in the Promotion Chart above, or within a reasonable time thereafter, Publix or its designee will randomly choose one (1) name from all timely entries received, for a total of three (3) names. Subject to verification of eligibility, the persons whose names are so drawn will be declared the winners.
20. Publix or its designee will contact each potential winner in accordance with the information supplied to Publix on his or her entry form. Each winner must respond to initial notification within three (3) business days and may be required to present valid photo identification and/or to sign an affidavit or declaration of eligibility, liability waiver, publicity release (where legal), tax forms and/or other legal documents to Publix no later than ten (10) days after initial notification and as a condition of receiving prize. Publix in its sole discretion may allow for transmission of verification documents via fax or e-mail.

21. In the event that any potential winner (a) cannot be contacted directly by, or does not respond to, Publix within three (3) business days of initial attempted notification, (b) fails to satisfy any eligibility or verification requirement herein, (c) declines to accept the prize, or (d) is otherwise determined to be ineligible, Publix in its discretion may disqualify that individual and an alternate winner will be chosen by random drawing as soon as reasonably practicable after such disqualification. Any alternate winners are subject to all eligibility requirements and restrictions of these Official Rules.
22. Publix may, in its sole discretion, post the verified winners' names on the Promotion Page and/or any of Publix's websites, including <http://www.publix.com>, and on or in any of Publix's social media pages or channels.

## **PUBLICITY RELEASE**

23. By accepting a prize, each winner agrees to award Publix the right to publicize his or her name, photographs (including the use and appearance of his or her photograph on Publix's websites), likeness, biographical information, e-mail address, voice and details of winning for purposes of this and future promotions without further compensation, except where prohibited.

## **LIMITATION OF LIABILITY & DISCLAIMER OF WARRANTIES**

24. By entering the Promotion, you agree that Publix, any other company involved in the development or administration of this Promotion, and a range of subsidiaries, agencies, affiliates, franchisees, promoters, prize suppliers, directors, officers, employees, agents and related persons (collectively, the "Released Parties"): (a) are not responsible for technical failures of any kind, including but not limited to lost, disconnected, interrupted, or unavailable network, server, or other connections, late, lost, undeliverable, damaged or stolen mail, or for any failed telephone or computer hardware or software, or for any failed, delayed, misdirected, corrupted, or garbled transmissions or errors of any kind, whether human, mechanical, or electronic, or for entries that for any reason are not properly submitted or received by Publix by any deadline stated above; (b) are not responsible for any incorrect or inaccurate information, whether caused by entrants, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Promotion or in the printing of this offer, administration of this Promotion, or in the announcement of the winners or prizes; (c) are not responsible for any injury or damage to any computer, modem or other electrical device as a result of participation in this Promotion or downloading of any software or materials; (d) are not responsible for unauthorized human intervention in any part of the Promotion; (e) are not responsible for any unauthorized third party use of any entry; (f) are not responsible for the inability to select winners because of postal failure, equipment failure, or data storage failure; and (g) are not responsible for any printing, typographical, technical, computer, network or human error that may occur in the administration of the Promotion, the acceptance of entries, the selection of winners, the prizes or otherwise in any Promotion-related materials.
25. RELEASED PARTIES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE), INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. RELEASED PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE FOR THOSE GUARANTEES OR

WARRANTIES MADE OR OFFERED BY ADVERTISERS, PARTNERS, MANUFACTURERS OR SUPPLIERS, INCLUDING THOSE RELATED TO ANY PRIZE. UNDER NO CIRCUMSTANCES SHALL RELEASED PARTIES BE HELD RESPONSIBLE OR LIABLE FOR YOUR USE OF THE INFORMATION AND/OR PRODUCTS PROVIDED AND/OR MADE AVAILABLE THROUGH THE PROMOTION OR FOR ERRORS OR ANOMALIES RESULTING IN THE UNINTENDED OR ERRONEOUS PARTICIPATION, AWARD OF ANY PRIZE OR OTHER BENEFITS UNDER THESE OFFICIAL RULES. RELEASED PARTIES OFFER NO ASSURANCES, GUARANTEES OR WARRANTIES THAT THE PROMOTION OR RELATED WEBSITES WILL BE UNINTERRUPTED OR ERROR-FREE AND DO NOT GUARANTEE THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE PROMOTION.

26. By entering the Promotion, you agree to release and hold Released Parties harmless from any and all alleged, existing, or future actions, claims, and/or liabilities of whatever nature including, but not limited to, personal injury, bodily injury (including, without limitation, wrongful death and disability), property damage, and expense (including, without limitation, reasonable attorneys' fees) and loss or damage of any other kind, relating to or arising from, in whole or in part, directly or indirectly, (a) your participation or inability to participate, in the Promotion or any Promotion-related or prize-related activity, (b) the use by Released Parties (including modification, adaptation, and reproduction) of entry materials during or after the Promotion, (c) the delivery, acceptance, possession, redemption, use, misuse, loss, or misdirection of any prize, and (d) any other claim or cause of action you may have against any Released Party.
27. BY ENTERING THE PROMOTION, YOU FURTHER AGREE THAT (A) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZE AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THE PROMOTION, BUT IN NO EVENT ATTORNEYS' FEES; AND (C) UNDER NO CIRCUMSTANCES WILL YOU BE PERMITTED TO OBTAIN ANY AWARD FOR, AND YOU HEREBY WAIVE ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED AND ANY OTHER DAMAGES OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES.
28. SOME STATES DO NOT ALLOW LIMITATIONS ON THE ABILITY TO PURSUE CLASS ACTION REMEDIES, OR ON CERTAIN KINDS OF DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU IN WHOLE OR IN PART.

## **MISCELLANEOUS**

29. Publix reserves the right to cancel, suspend or terminate this Promotion, or any part thereof, in the event that Publix determines, in its sole discretion, that the security, administration, fairness and/or operation of the Promotion has been corrupted or impaired by any non-authorized intervention, network failure, information storage failure, telecommunications failure, malfunction, or any other cause beyond Publix's control. In such an event, Publix will post notice of same at the Promotion Page and select the

winners by conducting a random drawing from among all non-suspect entries received prior to the suspension, cancellation or termination of the Promotion or in such other manner as Publix, in its sole discretion, deems fair and appropriate under the circumstances.

30. Publix reserves the right to disqualify any individual from further participation in the Promotion if Publix concludes, in its sole discretion, that such person (a) has attempted to tamper with the entry process or other any operation of the Promotion, (b) has repeatedly disregarded or has attempted to circumvent these Official Rules, or (c) has acted towards Publix or any other entrant or other participant in an unfair, inequitable, deliberately annoying, threatening, disrupting or harassing manner. Tampering includes attempting to enter more than the number of times permitted herein, including through the use of any prohibited device or method. Any failure by Publix to enforce any of these Official Rules shall not constitute a waiver of such Official Rules.
31. ANY ATTEMPT BY ANY INDIVIDUAL TO DEFRAUD, TAMPER WITH, OR DELIBERATELY UNDERMINE, THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND PUBLIX RESERVES THE RIGHT TO PURSUE ANY AVAILABLE DAMAGES OR REMEDIES AGAINST SUCH INDIVIDUAL AND/OR REFER SUCH MATTERS TO LAW ENFORCEMENT FOR PROSECUTION TO THE FULLEST EXTENT PERMITTED BY LAW.
32. All activity arising out of and relating to the Promotion, including any reference to the status of any person as a "winner," is subject to verification and/or auditing for compliance with the Official Rules. If Publix determines, in its sole discretion, that verification or auditing activity evidences non-compliance of an entry and/or entrant with the Official Rules, Publix reserves the right to disqualify such entry and/or entrant from the Promotion and any prize at any time. Publix reserves the right to conduct a background check on any or all potential winners and to disqualify any individual based on such background check if Publix determines in its sole discretion that awarding a prize to any such individual might reflect negatively on Publix. Each entrant agrees to cooperate with Publix and its representatives in connection with any and all verification, auditing and/or background check activities.
33. Publix reserves the right to correct typographical, printing or clerical errors in any Promotion-related materials. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Publix reserves the right to award only the stated number of prizes by a random drawing from among all legitimate, un-awarded, eligible prize claims.

## **DISPUTES**

34. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrants or Released Parties in connection with the Promotion, shall be governed by Florida law, without giving effect to any choice of law rules that would cause the application of the laws of any jurisdiction other than Florida. By entering the Promotion, you expressly (a) agree that any legal proceedings arising out of or relating in any way to this Promotion or these Official Rules shall be brought only in the federal or state courts located in

Hillsborough County, Florida, and (b) consent to the mandatory and exclusive jurisdiction in such courts with respect to any such legal proceedings.

35. In the event of any discrepancy or inconsistency between any terms or conditions of these Official Rules and any disclosures or other statements contained in any other Promotion-related materials, including but not limited to the Promotion entry forms, or point of sale, television, print, mobile or online advertising, the terms and conditions of these Official Rules shall prevail, govern and control. In the event that any provision of these Official Rules is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

#### **TRADEMARKS**

36. Any third party trademarks mentioned herein are the property of their respective trademark owners. The use or mention of such third party trademarks in these Official Rules or in the Promotion is solely for descriptive purposes and shall in no way imply an endorsement or sponsorship of the Promotion.

#### **WINNERS' LIST/OFFICIAL RULES**

37. For a copy of the Official Rules or the final Winners' List, visit the Promotion Page or <http://www.publix.com> or mail a SASE to: Publix Customer Voice Survey Sweepstakes Fall 2018 c/o Publix, 3300 Publix Corporate Parkway, Lakeland, FL 33811, specifying either "Winners' List" or "Official Rules." Winners' List will be available after March 1, 2019.