

PUBLIX NOSTALGIC '90S SWEEPSTAKES

OFFICIAL RULES

1. **NO PURCHASE IS NECESSARY TO ENTER OR WIN.** The Publix Nostalgic '90s Sweepstakes (the "**Sweepstakes**") is sponsored by Publix Super Markets, Inc. ("**Publix**"). Sweepstakes is offered only in the forty-eight (48) contiguous United States and the District of Columbia (the "**Sweepstakes Area**"). Void outside the Sweepstakes Area and where prohibited.
2. Sweepstakes is subject to all federal, state and/or local laws. Publix shall be entitled to interpret these Official Rules as needed — including but not limited to rules regarding entries, entry or other deadlines, winner selection, prize restrictions, and eligibility — and all its decisions are final and binding in all Sweepstakes-related matters. By participating, you irrevocably, fully and unconditionally agree to be bound by these Official Rules and the decisions of Publix and waive any right to claim ambiguity in these Official Rules or any other Sweepstakes-related advertising or materials.
3. Sweepstakes begins on July 28, 2022 at at 9:00 AM Eastern Daylight Time ("**EDT**"). Entry deadline is August 17, 2022 at 11:59 PM EDT. Drawing to determine potential winners will be held on August 22, 2022. Publix's computer is the official time-keeping device for this Sweepstakes. For information about the Sweepstakes, visit <https://publix.com/nostalgic-90s-sweepstakes> (the "**Sweepstakes Page**").
4. Grand Prize winner will be issued an IRS Form 1099-MISC (or its equivalent) reflecting the approximate retail value ("**ARV**") of the prize won, and he/she/they will be solely and exclusively responsible for all federal, state and/or local income taxes that may result from his/her/their acceptance of such prize.

ELIGIBILITY

5. To be eligible, you must be eighteen (18) years old or older and a legal United States resident living in the Sweepstakes Area (above).
6. Employees, associates, officers, directors, volunteers and agents of Publix, or any other entity directly involved in the development or administration of the Sweepstakes, and the members of their immediate families (defined as spouse, parent, sibling and child) and households (whether or not related), are not eligible to enter or win.
7. Sweepstakes is not open to groups, clubs or organizations. Groups, clubs and organizations are prohibited from reproducing or distributing Sweepstakes materials to their members without Publix's prior express consent.

PRIZES & ODDS

8. Grand Prize (1): \$1,038.96 in Publix® Gift Cards, one (1) 90s-themed T-shirt and one (1) fanny pack. ARV: \$1,053.96. Grand Prize gift card amount represents one (1) "Year of Subs" calculated as two (2) whole Publix sub sandwiches each week for fifty-two (52) weeks.

9. First Prizes (3): One (1) \$90 Publix Gift Card, one (1) 90s-themed T-shirt and one (1) fanny pack. ARV: \$104.00.
10. Second Prizes (90): One (1) 90s-themed T-shirt and one (1) fanny pack. ARV: \$14.00. Limit one (1) prize per person. The odds of winning depend on the number of entries received.

PRIZE RESTRICTIONS

11. All prize details shall be at Publix's sole discretion. Actual value of Grand Prize may vary, depending on menu options selected. If the actual value of Grand Prize awarded is less than the ARV stated above, winner will not be entitled to any compensation or reimbursement for difference in value.
12. Winners may receive gift cards, coupons, certificates or vouchers redeemable for specific prizes. Gift cards, coupons, certificates and/or vouchers are subject to certain restrictions. Visit <https://www.publix.com/gift-cards/publix-gift-cards> for more information about Publix gift cards.
13. Winners assume sole responsibility for all expenses and incidental costs associated with the prizes not expressly included in the prize description above, including without limitation, any federal, state and/or local income, sales, use or other taxes, surcharges, fees, tips, gratuities and extras.
14. Any person who wins prizes through any Publix-sponsored promotions with cumulative value equal to or greater than \$600 in a calendar year will receive an IRS 1099 MISC Form or other required tax document(s).
15. Prizes are not redeemable for cash and may not be sold, bartered or auctioned. The right to receive any prize is personal to winner and is not transferable. Any prize or portion thereof 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.
16. Each prize offered is provided "as is" with no warranty or guarantee either express or implied by [Released Parties \(below\)](#). Merchandise prizes carry no warranty other than that offered by manufacturers. Released Parties have neither made nor are responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Other restrictions apply.

TO ENTER

17. Entries will be accepted from at July 28, 2022 at 9:00 AM EDT until August 17, 2022 at 11:59 PM EDT (the "**Sweepstakes Period**"). To enter, visit <http://facebook.com/publix> and locate the Sweepstakes post, "pinned" to the top of the Publix Facebook page, then follow the instructions to complete an official entry form with any required information, which may include your name, e-mail address, and age or date of birth (the "**Required Information**"). (You can also reach the entry form by clicking through any sponsored ad relating to the Sweepstakes).

18. This is the only method of entry. Entries will not be accepted via any other method. Neither Facebook nor Instagram have sponsored or endorsed this Sweepstakes or Publix. Any questions regarding the Sweepstakes must be directed to Publix and not to Facebook or Instagram.
19. Limit one (1) entry per person and per e-mail address. Additional entries received from any such person or e-mail address 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 mobile devices, or the submission of false contact information under multiple or different e-mail addresses, mobile devices, 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.
20. IMPORTANT: MESSAGE AND/OR DATA RATES MAY APPLY TO USE OF MOBILE PHONE/DEVICE TO PARTICIPATE IN THE SWEEPSTAKES. WIRELESS SERVICE MAY NOT BE AVAILABLE IN ALL AREAS.
21. Entry deadline is August 17, 2022 at 11:59 PM EDT. Entries must be completed no later than the above deadline to be eligible. Proof of sending is not proof of receipt by Publix and Publix will not accept screen shots as proof of entry.
22. Entries must include a valid daytime phone number or e-mail address for the entrant. Publix is not responsible for voice or electronic communications that are undeliverable because of any form of call blocking, inability to leave a voice message, 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 agrees to furnish requested documentation confirming his/her/their status as the Authorized Account Holder. If such a dispute cannot be resolved to Publix's satisfaction, the affected entry will be deemed ineligible.
23. 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, undelivered, 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.
24. The information that you provide in connection with the Sweepstakes may be used by Publix in accordance with its Privacy Policy, which is found at <https://www.publix.com/publix-website-policies#privacy-policy> and which may be updated from time to time.

WINNER SELECTION

25. On August 22, 2022, or within a reasonable time thereafter, Publix or its designee will randomly select ninety-four (94) names from all timely received entries. Subject to verification of eligibility, the first person whose name is so drawn will be declared the Grand Prize winner, the next three (3) persons whose names are so drawn will be declared the First Prize winners and the final ninety (90) persons whose names are so drawn will be declared the Second Prize winners.

WINNER NOTIFICATION AND VERIFICATION

26. Publix will contact each potential Grand Prize and First Prize winner using information provided on his/her/their entry form. Each potential winner must respond to such notification within forty-eight (48) hours and provide his/her/their full name and complete mailing address (street addresses only; no P.O. Boxes will be accepted). Each potential winner may be required to present valid photo identification and/or to execute and return an affidavit or declaration of eligibility, liability waiver, publicity release (where legal), tax forms and/or other legal documents (the "**Verification Paperwork**") to Publix within three (3) days after initial notification and as a condition of receiving prize. Publix in its sole discretion may allow for transmission of Verification Paperwork via fax or e-mail. Confirmed Grand Prize and First Prize winners will receive instructions from Publix or its designee on how to claim or receive prizes. Publix may notify Second Prize winners by phone and/or e-mail and will mail Second Prizes to Second Prize winners at the addresses provided at the time of entry.
27. If any potential Grand Prize or First Prize winner (a) cannot be contacted directly by, or does not respond to, Publix or its designee within the time stated above, (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 selected by random drawing as soon as reasonably practicable after such disqualification. Alternate Grand Prize and First Prize winners are subject to all eligibility requirements and restrictions of these Official Rules. Publix will make up to three (3) attempts to verify an alternate winner for any Grand Prize or First Prize. If Publix is unable to verify an alternate winner for any Grand Prize or First Prize after three (3) attempts, no further attempts will be made for such prize and that prize will not be awarded.
28. If any Second Prizes are declined, refused or returned as undeliverable, Publix in its discretion may disqualify such individuals and select no alternate winners, in which case such prizes will not be awarded but will revert to Publix.
29. Publix may, in its sole discretion, post the winners' names on the [Sweepstakes Page](#) and/or any of Publix's websites, including <https://www.publix.com>, and on or in any of Publix's social media pages or channels. Except as provided in these Official Rules or otherwise required by law, Publix is not responsible for entering any correspondence or discussion regarding any Sweepstakes results.

PUBLICITY RELEASE

30. By accepting a prize, each winner agrees to award Publix the right to publicize his/her/their name, photographs (including the use and appearance of his/her/their photograph on its 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

31. By entering the Sweepstakes, accepting a prize and/or otherwise participating in the Sweepstakes, you agree that Publix, Facebook, Inc. ("**Facebook**"), Instagram by Facebook ("**Instagram**"), any other company involved in any way with the Sweepstakes, their respective parent companies, affiliates, subsidiaries, distributors, advertising and promotion agencies, prize suppliers, franchisees, and all of their respective officers, directors, agents, employees and related persons (collectively, the "**Released Parties**") (a) are not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including but not limited to: failed, incomplete, misdirected, corrupted, garbled or delayed transmissions, telephone connections, traffic congestion on telephone lines, the Internet or at any website; or disconnected, interrupted, or unavailable network, server, or other connections; or late, lost, undeliverable, damaged or stolen mail; or other errors of any kind, whether human, mechanical, or electronic; or 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 or other participants, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Sweepstakes or in the printing of this offer, administration of this Sweepstakes, or in the selection or announcement of the winners or prizes, or otherwise in any Sweepstakes-related materials; (c) are not responsible for any injury or damage to any computer, tablet, smartphone, modem or other device as a result of participation in this Sweepstakes or downloading of any software or materials; (d) are not responsible for unauthorized human intervention in any part of the Sweepstakes; (e) are not responsible for any unauthorized third-party use of any entry materials; (f) are not responsible for the inability to select winners because of postal failure, equipment failure, or data storage failure; (g) are not responsible for any printing, typographical, technical, computer, network or human error that may occur in the administration of the Sweepstakes, the acceptance of entries, the selection of winners, the prizes or otherwise in any Sweepstakes-related materials; and (h) are released 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, arising in whole or in part directly or indirectly, from participating in the Sweepstakes (in whole or in part), the use (including modification, adaptation, and reproduction) of entry materials during or after the Sweepstakes, and the delivery, acceptance, possession, redemption, use, misuse, loss, or misdirection of any prize.
32. RELEASED PARTIES EXPRESSLY DISCLAIM 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 SWEEPSTAKES 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 SWEEPSTAKES PAGE OR RELATED WEBSITES OR MOBILE PLATFORMS, OR ANY OF THEIR RESPECTIVE FEATURES OR FUNCTIONALITIES, WILL BE UNINTERRUPTED OR ERROR-FREE AND DO NOT GUARANTEE THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SWEEPSTAKES.

33. BY ENTERING THE SWEEPSTAKES, ACCEPTING A PRIZE AND/OR OTHERWISE PARTICIPATING IN THE SWEEPSTAKES, YOU FURTHER AGREE THAT (A) ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THE SWEEPSTAKES, 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, ANY DAMAGES WHATSOEVER, INCLUDING DIRECT, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED AND ANY DAMAGES OTHER THAN ACTUAL OUT-OF-POCKET COSTS DESCRIBED ABOVE.
34. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES AND THEREFORE THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU IN WHOLE OR IN PART.

MISCELLANEOUS

35. Publix reserves the right to cancel, suspend or terminate this Sweepstakes, or any part thereof, if Publix determines, in its sole discretion, that the security, administration, fairness and/or operation of the Sweepstakes has been corrupted or impaired by any non-authorized intervention, network failure, information storage failure, telecommunications failure, regularly scheduled maintenance, malfunction, or any other cause beyond Publix's control. In such an event, Publix will post notice of same at the [Sweepstakes Page](#) and select the winners at random from all non-suspect entries received prior to the suspension, cancellation or termination of the Sweepstakes or in such other manner as Publix, in its sole discretion, deems fair and appropriate under the circumstances.
36. Note: Without limiting the generality of the foregoing, Publix reserves the right, in its sole and absolute discretion, to terminate or suspend all or part of this Sweepstakes in the event that (a) its ability to award any prize or any portion thereof is restricted or prohibited by any federal, state and/or local governing or regulatory body or agency, or

by law or regulation; (b) any prize travel or prize activity is cancelled, postponed, or suspended by any third party as a result of any decision, decree or recommendation of any federal, state and/or local governing or regulatory body or agency, including any public health authorities; (c) that such prize travel or attendance or participation in any prize activity is discouraged or recommended against by any public health authority; or (d) Publix reasonably concludes in its sole discretion that such travel or activities cannot be offered or enjoyed in a manner that is sufficiently safe to the relevant participants, employees or affected general public; whether any of the foregoing arise out of or result from new, ongoing or re-emerging occurrence in connection with COVID-19 (as defined by the World Health Organization and any of the strains, variants or mutations thereof), travel bans, travel restrictions, "stay at home" government orders, guidelines or advisories, health crisis, or other causes outside of Publix's control. For the avoidance of doubt, Publix's failure or inability to award any prize offered, or otherwise to otherwise comply with any provision of these Official Rules as a result of the foregoing or of act of God, hurricane, earthquake, fire, volcanoes, war, riot, act of terrorism (domestic or otherwise), act of public enemies, actions of governmental authorities, restraints of public authority, or any similar or dissimilar occurrence or anything else beyond Publix's control (excepting compliance with applicable codes and regulations) or other force majeure event that makes awarding any prize offered in this Sweepstakes impracticable, inadvisable, impossible or illegal or that otherwise materially affects Publix's ability to provide any prize will not be considered a breach of these Official Rules and Publix will have the right in its sole discretion to award a different prize, cancel or rescind the relevant prize and/or cancel the Sweepstakes as a whole.

37. Publix reserves the right to disqualify any individual from further participation in the Sweepstakes if Publix concludes, in its sole discretion, that such person (a) has attempted to tamper with any entry or selection process or other any operation of the Sweepstakes, (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 by using 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.
38. ANY ATTEMPT BY ANY INDIVIDUAL TO DEFRAUD, TAMPER WITH, OR DELIBERATELY UNDERMINE, THE LEGITIMATE OPERATION OF THE SWEEPSTAKES 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.
39. All activity arising out of and relating to the Sweepstakes, 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 any entry and/or entrant with the Official Rules, Publix reserves the right to disqualify such entry and/or entrant from the Sweepstakes and any prize at any time. Publix reserves the right to conduct a background check on any 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 participant agrees to cooperate with Publix and its representatives in connection with all verification, auditing and/or background check activities.

40. Publix reserves the right to correct typographical, printing or clerical errors in any Sweepstakes-related materials. No more than the stated number of prizes will be awarded. If 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

41. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrants or other participants or [Released Parties](#) in connection with the Sweepstakes, 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.
42. By entering, accepting a prize and/or otherwise participating in the Sweepstakes, you expressly (a) agree that any legal proceedings arising out of or relating in any way to this Sweepstakes or these Official Rules shall be brought only in the federal or state courts located in Polk County, Florida, and (b) consent to the mandatory and exclusive jurisdiction in such courts with respect to any such legal proceedings.
43. 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 Sweepstakes-related materials, including but not limited to the Sweepstakes 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. If 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

44. The use or mention of any third-party trademarks in these Official Rules or in the Sweepstakes is solely for descriptive purposes and shall in no way imply an endorsement or sponsorship of the Sweepstakes or of Publix by any such parties. Neither Facebook nor Instagram has endorsed or sponsored this Sweepstakes or Publix. Any questions or complaints about this Sweepstakes must be directed to Publix and not to Facebook or Instagram.

WINNERS' LIST/OFFICIAL RULES

45. For a copy of the Official Rules or the final Winners' List, visit the [Sweepstakes Page](#) or <https://www.publix.com> or mail a SASE to: Publix Nostalgic '90s Sweepstakes c/o Publix Super Markets, 3300 Publix Corporate Parkway, Lakeland, Florida 33811, specifying either "Winners' List" or "Official Rules." Winners' List will be available after September 21, 2022.

46. Sponsor: Publix Super Markets, Inc.