

PUBLIX CUSTOMER VOICE SURVEY SWEEPSTAKES
Winter 2024
OFFICIAL RULES

1. **NO PURCHASE NECESSARY TO ENTER OR WIN.** The Publix Customer Voice Survey Sweepstakes Winter 2024 (the “**Promotion**”) is sponsored by Publix Super Markets, Inc. (“**Publix**”) and administered by Bellomy Research, Inc. (“**Administrator**”) (together, the “**Promotion Parties**”). Promotion is only offered in the states of Florida, Georgia, Alabama, Illinois, Indiana, Kentucky, Maryland, Missouri, North Carolina, Ohio, South Carolina, Tennessee, Virginia and West Virginia (the “**Promotion Area**”). Void outside the Promotion Area and where prohibited.
2. Promotion is subject to all federal, state and local laws. Promotion Parties 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 their decisions are final and binding in all Promotion-related matters. By participating, you irrevocably, fully and unconditionally agree to be bound by these Official Rules and the decisions of Promotion Parties and waive any right to claim ambiguity in these Official Rules or any other Promotion-related advertising or materials.
3. Promotion begins on January 1, 2024. Final entry deadline is 11:59 PM Eastern Time (“**ET**”) on March 31, 2024, or the next mailing date if the stated deadline falls on a non-mailing date or holiday. Drawings to determine potential winners will be held on March 1, 2024, April 1, 2024 and May 1, 2024, as set forth in the [Drawing Chart](#) below. Administrator’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/her/their acceptance of any prize.

ELIGIBILITY

5. To be eligible, each entrant must be above the age of majority in his/her/their state of residence and a legal United States resident living in the Promotion Area (above).
6. Employees and associates of Promotion Parties, The Marketing Agency (“**TMA**”), any other entity directly involved in the development or administration of the 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. Prizes (3): \$1,000 Publix gift card. 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 <https://www.publix.com> for more information.
10. All prize details shall be at Publix's sole discretion. Each prize consists only of those items specifically listed as part of the prize. 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. Publix gift cards are not redeemable for cash. Prizes are not redeemable for cash and may not be sold, bartered or auctioned. The right to receive any prize 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.
12. Prizes offered are provided "as is" with no warranty or guarantee either express or implied by Promotion Parties. Promotion 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. Other restrictions apply.

TO ENTER

13. Entries will be accepted beginning January 1, 2024 at 12:01 AM ET and ending at 11:59 PM ET on March 31, 2024, or the next mailing date if the stated deadline falls on a non-mailing date or holiday. There are two (2) ways to enter:
 - a. Online Survey: To enter online, visit [Publix Customer Satisfaction Survey | Publix Super Markets](#) (the "**Promotion Page**") and follow the instructions to complete a brief survey. Then fill out an official entry form with all required information, which may include your name, email address, phone number, and age or date of birth; or
 - b. U.S. Mail: To enter without completing a survey, legibly 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 Winter 2024 Entry, Attn: Marketing/Research, 3300 Publix Corporate Parkway, Lakeland, FL 33811, postmarked by March 31, 2024, or the next mailing date if the stated deadline falls on a non-mailing date or holiday, for receipt no later than April 7, 2024, or the next mailing date if the stated receipt deadline falls on a non-mailing date or holiday. Limit one (1) mail-in entry per outer mail envelope.
14. These are the only methods of entry. Entries will not be accepted via any other method.
15. IMPORTANT: DATA RATES MAY APPLY TO USE OF MOBILE PHONE/DEVICE TO PARTICIPATE IN THE PROMOTION.
16. Non-winning entries will carry forward to subsequent drawings, if any. Regardless of method, limit one (1) entry per person or email address. Additional entries received from any such person or email 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 email addresses, or the submission of false contact information under multiple or different email 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 Promotion Parties' joint discretion. No group submissions will be accepted.

17. Entries must include a working daytime telephone number and valid email address for the entrant. Promotion Parties are not responsible for voice or electronic communications that are undeliverable because of any form of call blocking of any kind or inability to leave a voice message, or any form of passive, or as to email, active filtering of any kind. In the event of a dispute as to the identity or eligibility of a winner based on an email address, the entry will be deemed made by the "**Authorized Account Holder**" of the email address used for entry. The Authorized Account Holder is the natural person who is assigned to the email address by the relevant Internet access provider, online service provider, or other organization responsible for assigning email 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 status as the Authorized Account Holder.
18. Entrants who fail to provide any Required Information may be disqualified without further notification by Promotion Parties. Promotion Parties are 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. Promotion Parties reserve the right in their joint discretion to disqualify any entry at any time that in their opinion does not comply with these Official Rules. Entries become the property of Publix and will not be returned or acknowledged.
19. 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#privacy-policy> and which may be updated from time to time.

WINNER SELECTION, NOTIFICATION AND VERIFICATION

20. On each of the drawing dates set out in the Drawing Chart below, or within a reasonable time thereafter, Administrator 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. Publix reserves the right to

award fewer than the stated number of prizes if it does not receive an adequate number of properly submitted and eligible entries.

Drawing Chart

*(**All deadline times are 11:59 PM ET;
if any postmark or mail receipt deadline falls on a non-mailing day or holiday,
the deadline will extend to the next mailing day)*

#	Drawing Date	Online/Postmark Deadline**	Mail Receipt Deadline**
1	3/1/2024	1/31/2024	2/7/2024
2	4/1/2024	2/29/2024	3/7/2024
3	5/1/2024	3/31/2024	4/7/2024

21. Administrator will contact each potential winner using the information supplied by winner on his/her/their entry form. Each winner must respond to Administrator within three (3) business days of initial notification and 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 Administrator within ten (10) days of initial notification and as a condition of receiving prize. Promotion Parties in their joint discretion may allow for transmission of Verification Paperwork from any or all winners via fax or email. If any prize is mailed or shipped, winner shall assume all risk of loss, damage, theft, late or missed delivery. If applicable, Promotion Parties, in their joint discretion, may permit a verified winner to authorize, in writing, another adult to pick up his/her/their prize; however, winner must agree to release and hold Promotion Parties harmless from all liability for any prize claimed by his/her/their authorized designee and winner's designee will be required present photo ID. Upon fulfilling any prize, Publix will be deemed to have awarded the prize to the winner and such winner assumes full responsibility for the prize.
22. If any potential winner (a) cannot be contacted directly by, or does not respond to, Administrator 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, Promotion Parties in their discretion may disqualify that individual and an alternate winner will be chosen by random drawing as soon as reasonably practicable after such disqualification. Alternate winners are subject to all eligibility requirements and restrictions of these Official Rules.
23. Publix may, in its sole discretion, post the verified winners' names on the Promotion 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, Promotion Parties are not responsible for entering any correspondence or discussion regarding any Promotion results.

PUBLICITY RELEASE

24. 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 Publix's websites), likeness, biographical information, email 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

25. By entering the Promotion, you agree that Promotion Parties, TMA, 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 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 Promotion Parties 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 Promotion or in the printing of this offer, administration of this Promotion, or in the selection or 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 materials; (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.
26. **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 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.
27. By entering the Promotion, you agree to release and hold **Released Parties** harmless from 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. If, for any reason, any individual's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, that individual's sole remedy is another entry, if it is possible.

28. BY ENTERING THE PROMOTION, YOU FURTHER AGREE THAT (A) 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) 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, 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.
29. 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

30. Publix reserves the right to cancel, suspend or terminate this Promotion, or any part thereof, if Publix determines, in its sole discretion, that the security, administration, fairness and/or operation of the Promotion has been corrupted or impaired by any nonauthorized intervention, network failure, information storage failure, telecommunications failure, regularly scheduled maintenance, malfunction, or any other cause beyond Publix's control. In such an event, Promotion Parties will post notice of same at the Promotion Page and select the winners at random from 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.
31. Promotion Parties reserve the right to disqualify any individual from further participation in the Promotion if Promotion Parties conclude, in their joint 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 any Promotion Party, 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 Promotion Parties to enforce any of these Official Rules shall not constitute a waiver of such Official Rules.

32. 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 PROMOTION PARTIES RESERVE 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.
33. 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 Promotion Parties determine, in their joint discretion, that verification or auditing activity evidences non-compliance of an entry and/or entrant with the Official Rules, Promotion Parties reserve 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 Promotion Parties and their representatives in connection with all verification, auditing and/or background check activities.
34. 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. 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

35. 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 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.
36. 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 Polk County, Florida, and (b) consent to the mandatory and exclusive jurisdiction in such courts with respect to any such legal proceedings.
37. 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. 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

38. Any third-party trademarks mentioned herein are the property of their respective trademark owners and the use or mention of any 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

39. For a copy of the Official Rules or the final Winners' List, visit the Promotion Page ([Publix Customer Satisfaction Survey | Publix Super Markets](#)) or mail a SASE to: Publix Customer Voice Survey Sweepstakes Winter 2024 c/o Publix Super Markets, Inc., 3300 Publix Corporate Parkway, Lakeland, FL 33811, specifying either "Winners' List" or "Official Rules." Winners' List will be available after June 30, 2024.
40. **Sponsor:** Publix Super Markets, Inc. **Administrator:** Bellomy Research, Inc.