NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASING A PRODUCT WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW OR REGULATIONS.

THE WINN-DIXIE HOMEGATING TAILGATE PARTY SWEEPSTAKES (“SWEEPSTAKES”) IS OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES WHO ARE AT LEAST NINETEEN (19) YEARS OF AGE AND RESIDE IN ALABAMA AT THE TIME OF ENTRY. SWEEPSTAKES IS GOVERNED EXCLUSIVELY BY THE LAWS OF THE UNITED STATES.

BY ENTERING, YOU AGREE TO THESE FULL OFFICIAL SWEEPSTAKES RULES (THE “OFFICIAL RULES”), WHICH ARE A BINDING CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES CERTAIN RELEASES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES, INCLUDING A WAIVER OF YOUR RIGHT TO A TRIAL BY JURY.

1. ELIGIBILITY:

Except as set forth below, the Sweepstakes is open to all legal residents of the United States and the State of Alabama who are at least nineteen (19) years of age at the time of entry.

Notwithstanding the foregoing, the following individuals and members of their families (parents, grandparents, children, siblings, spouses) and immediate household members (whether related or not) are not eligible for participation: employees, officers, and directors of Southeastern Grocers, Inc. and Winn-Dixie Stores, Inc. (collectively, the “Sponsor”), or the University of Alabama, and each of their parent, subsidiary, and affiliated companies.

2. START/END DATES:

The Sweepstakes begins at 12:01 a.m. Eastern Time on 8/22/2018 and ends at 11:59 p.m. Eastern Time on 10/23/2018 (collectively the “Promotion Period”).

3. HOW TO ENTER:

There are two (2) ways for eligible individuals to enter the Sweepstakes: (a) via mail-in entry or (b) on the Internet, each as described further below:

(a) Mail-In Free Entry: During the Promotion Period, to enter without making a purchase, or entering a code, hand print your full name, street address, (no P.O. Boxes), day/evening/cellular phone number (if any), email address and date of birth on a 3” x 5” piece of paper and mail it in an envelope with proper postage to “Winn-Dixie Homegating Tailgate Party Entry,” Attn: Sports Partnerships, 8928 Prominence Parkway, Bldg. 200, Jacksonville, Florida
Eligible entries will receive 1 entry into the drawing for this Sweepstakes per request. Limit: 1 request per stamped envelope. All mail-in entries must be handwritten, postmarked by 10/23/2018 and received by 10/25/2018 or they will be invalid. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

(b) PURCHASE: Individuals who make a purchase of $75.00 or more at a participating Alabama Winn-Dixie retail location during the Promotion Period and who are the recipient of a survey invitation on their cash register receipt may complete the online survey and/or entry form to receive one (1) entry into the Sweepstakes (subject to eligibility requirements). Upon receipt of the survey invitation, eligible entrants must log onto www.Winn-Dixie.com/Alabama (the “Promotion Website”) within the Promotion Period and enter the unique code found on the cash register receipt. Then, eligible entrants must complete the survey in its entirety and click the “Submit” button. Upon clicking the “Submit” button, entrants may be prompted to complete the entry form in its entirety to include first name, last name, street address, city, state, zip, phone number and email address, rewards card number and unique code and click “Continue”. If prompted, an entry form must also be completed in order to submit an entry. Then, complete the check boxes and click “Submit”. Eligible entries will receive one (1) entry into the Sweepstakes. Surveys must be entered during the Promotion Period. PURCHASE EXCLUSIONS: A qualifying purchase of $75.00 or more at participating Alabama Winn-Dixie retail locations may not include any of the following items toward the purchase total: taxes, alcohol, tobacco, gift cards, money orders, postage stamps, pharmacy prescriptions, fees, FTD, charitable donations, Western Union, utility payments, vending machines, bottle deposit/refunds, event tickets and lottery.

By submitting an entry, entrants fully and unconditionally agree to be bound by these Official Rules and the decisions of Sponsor and its appointed agents, which will be final and binding in all matters relating to the Sweepstakes. Please note that there is a limit of one (1) prize per individual, household, street address, and/or e-mail address. Sponsor and its affiliates and subsidiaries are not responsible for any interrupted or unavailable network server or other connections or communications, any failed telephone or computer transmissions, jumbled, scrambled or misdirected entries or transmissions, software or hardware malfunctions, any errors, omissions, interruptions or deletions of any kind due to electronic, human, mechanical, printing, production or technical errors or other causes, or for any damage to a person’s computer nor for illegible, unintelligible, late, lost or stolen entries.

4. RANDOM DRAWING / ODDS:

One potential winner (the “Potential Grand Prize Winner”) will be selected in a random drawing conducted by the Sponsor at its office on or about 10/26/2018. The Potential Grand Prize Winner will be randomly selected from the eligible entries received during the Promotion Period. Odds of winning depend on the total number of eligible entries received during the Promotion Period.
5. **GRAND PRIZE:**

Homegating Tailgate Party: One Grand Prize will be awarded. Subject to the Official Rules, one Potential Grand Prize Winner will win one Winn-Dixie catered tailgate party at the Potential Grand Prize Winner’s home address (which must be the address listed on the Prize Winner’s entry form) to be held on November 3, 2018 from approximately one hour prior to start time of the football game until approximately the conclusion of the game, which tailgate party consists only of: (i) food and drink for approximately thirty people (as determined and selected by Sponsor and not to include alcoholic beverages); and (ii) an appearance by Alabama alumni football player Jake Coker of at least 1 hour, subject to availability (collectively the “Grand Prize”).

Total approximate retail value of the Grand Prize is $600.

Catering: $400, which includes table covers, serving utensils, plates, napkins, cups, main entrée dishes, chips, and soft drinks/water/tea.

Appearance from Alabama alumni football player Jake Coker: $200

6. **PRIZE RESTRICTIONS:**

Limit of one (1) prize per person/household. No more than one Grand Prize will be awarded. The Grand Prize is non-transferable and non-assignable and no substitutions or cash redemptions are permitted; except at Sponsor’s sole discretion or as otherwise provided herein. Sponsor will not replace any lost or stolen Grand Prize. In the case of unavailability of the Grand Prize, Sponsor reserves the right to substitute a prize of equal or greater value. The Potential Grand Prize Winner is solely responsible for all applicable federal, state and local taxes, including taxes imposed on his/her income. If the Potential Grand Prize Winner is unavailable to receive the Grand Prize during the designated time frame, the Grand Prize will be forfeited and an alternate Potential Grand Prize Winner may be randomly selected (time permitting) from among all remaining eligible entries. All expenses not specifically mentioned in the Grand Prize are not included and are solely the Potential Grand Prize Winner’s responsibility.

7. **NOTIFICATIONS/CLAIMS:**

GRAND PRIZE: The Potential Grand Prize Winner will be notified (the “Notification”) by Sponsor by phone at the phone number listed on the Potential Grand Prize Winner’s Sweepstakes entry form. The Potential Grand Prize Winner will be required to sign and return (except where prohibited) a notarized Affidavit of Eligibility and Liability/Publicity Release and a W-9 tax form (along with any other documents that Sponsor may require) (collectively the “Paperwork”) within two (2) days of the Notification. If any Potential Grand Prize Winner is considered a minor in his/her jurisdiction of residence (but must be over the age of 19), the Paperwork must be completed and signed by his/her parent or legal guardian and such Grand Prize will be delivered to minor’s parent/legal guardian and awarded in the name of parent/legal guardian. After verification of eligibility and compliance with these Official Rules, and
verification of receipt of the properly completed Paperwork within the allocated time frame, the Potential Grand Prize Winner will be further notified to coordinate delivery of the Grand Prize. Potential Grand Prize Winner must return the Paperwork within the date and time indicated in the Notification. If the Potential Grand Prize Winner: (i) fails to respond to the initial telephone notification by the next business day after leaving a message or is unable to be reached after three phone call attempts; or (ii) fails to return the properly completed Paperwork within the date and time indicated in the Notification, or (iii) is found to be ineligible pursuant to these Official Rules; or (iv) does not comply with these Official Rules, such Potential Grand Prize Winner and his/her entry will be disqualified and another Potential Grand Prize Winner will be randomly selected from the remaining eligible entries received. If the Notification is returned as undeliverable, this will result in disqualification and an alternate Potential Grand Prize Winner will be randomly selected from all remaining eligible entries.

The value associated with the Grand Prize is taxable as income and the Potential Grand Prize Winner is solely responsible for any taxes, including, but not limited to all applicable federal, state and local taxes that become due with respect to the value of the Grand Prize. The Sponsor must report the value of the Grand Prize to the Internal Revenue Service in the year the Grand Prize is received by the Potential Grand Prize Winner and will be reported to the Potential Grand Prize Winner (at the address set forth in his or her entry) and the Internal Revenue Service in the form of a Form 1099.

8. CONDITIONS:

This Sweepstakes is conducted in English. In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules and the Abbreviated rules (if any) or other statements contained in any Sweepstakes-related materials, including, but not limited to: any entry form, survey, and the Abbreviated Rules (if any), and/or point of sale, television, print or online advertising; the terms and conditions of these Official Rules shall prevail, govern, and control. Sponsor reserves the right to disqualify permanently from this Sweepstakes any entrant it believes has violated these Official Rules and verify eligibility of entrants. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes. All Sweepstakes materials are subject to verification and are void if (a) not obtained in accordance with these Official Rules and through legitimate channels, (b) any part is counterfeited, altered, defective, damaged, illegible, reproduced, tampered with, mutilated or irregular in any way, (c) are obtained where prohibited, or (d) they contain printing, typographical, mechanical, or other errors. Entrants assume all risk of loss, damage, destruction, delay or misdirection of Sweepstakes materials submitted to Sponsor.

In the event any portion of this Sweepstakes is compromised by activities beyond the control of the Sponsor which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play of the Sweepstakes or this Sweepstakes, Sponsor reserves the right at its sole discretion to modify, suspend or terminate the Sweepstakes. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, deception, or other unfair playing practices (including the use of automated quick
entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor. If for any reason this Sweepstakes is not able to be conducted as planned, including, but not limited to, by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and randomly draw a Potential Grand Prize Winner from those entries received up to the cancellation/suspension date. CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY’S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. SPONSOR’S FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THESE PROVISIONS.

Winning a Grand Prize constitutes permission for Sponsor, its affiliates and subsidiaries and its and their agents to use the Potential Grand Prize Winners’ names, addresses (city & state), voices and/or likenesses for purposes of advertising, promotion and publicity, for this Sweepstakes only, without further compensation, unless prohibited by law.

9. NO LIABILITY:

By participating, entrants and any Potential Grand Prize Winner agrees to release, discharge, indemnify and hold harmless Sponsor, Sponsor’s affiliates and subsidiaries, the University of Alabama, and each of their officers, directors, employees, representatives and agents (collectively, the “Released Parties”) from and against any and all actions, claims, losses, damages, expenses, injuries, and loss of life to any persons or property that are caused by, arise from, or are related to, directly or indirectly, the operation of or participation in this Sweepstakes or the receipt, acceptance, possession, misuse, or use of the Grand Prize.

To the fullest extent permitted by applicable law, each entrant agrees that any and all claims, actions, demands, and causes of action (collectively “Claims”) arising out of or in any way relating to this Sweepstakes or the Grand Prize shall be made individually, and not as a member of a class or otherwise in any form of class action.

To the fullest extent permitted by applicable law, each entrant agrees that any and all Claims, judgments, and awards in connection with this Sweepstakes shall be limited to only the actual out-of-pocket costs incurred with entering this Sweepstakes, and in no event may any attorneys’ fees be claimed, included, or awarded.

SPONSOR AND ITS AFFILIATES AND SUBSIDIARIES SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS SWEEPSTAKES.
THE GRAND PRIZE PROVIDED IN CONNECTION WITH THIS SWEETSTAKES IS PROVIDED "AS IS" AND SPONSOR AND ITS AFFILIATES AND SUBSIDIARIES MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, EACH OF WHICH ARE EXPRESSLY DISCLAIMED.

10. USE OF DATA:

Sponsor and its affiliates and subsidiaries will be collecting personal data about entrants online, in accordance with its privacy policy. Please review the Sponsor’s privacy policy at https://www.winndixie.com/privacypolicy. By participating in the Sweepstakes, entrants hereby agree to Sponsor’s and its affiliates and subsidiaries collection and usage of their personal information and acknowledge that they have read and accepted Sponsor’s privacy policy.

11. WINNERS LIST:


12. SPONSOR:

This Sweepstakes is sponsored by Southeastern Grocers, Inc. and Winn-Dixie Stores, Inc. (collectively, the “Sponsor”), with an address of 8928 Prominence Parkway, Bldg. 200, Jacksonville, Florida 32256. THIS SWEETSTAKES IS NOT SPONSORED, ENDORSED, ADMINISTERED, OR OPERATED BY THE UNIVERSITY OF ALABAMA, OR ITS PARENTS, AFFILIATES, OR SUBSIDIARIES.

13. MISCELLANEOUS:

This Sweepstakes shall not be published without the written permission of the Sponsor.

If any provision hereof is determined to be invalid or unenforceable, that provision shall be deemed severed from the remainder of these Official Rules, and the remaining provisions of these Official Rules shall continue in full force and effect.

These Official Rules shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to conflict of laws principles. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be brought in and each party irrevocably submits itself to the exclusive jurisdiction of the state and federal courts of the State of Florida sitting in Duval County, Florida, and irrevocably agrees that all claims in respect of such action or proceeding shall be heard and determined only in and by either of the state or federal courts sitting within Duval County, Florida. Furthermore, each entrant hereby irrevocably waives and agrees not to assert by way of motion, as a defense or otherwise in any such action or proceeding, any claim that such party is not personally subject to the jurisdiction of the state or federal court sitting in Duval County, Florida, that such action or proceeding is brought
in an inconvenient forum, that the venue of such action or proceeding is improper or that the Agreement may not be enforced in or by such state or federal court sitting in Duval County, Florida. EACH ENTRANT HEREBY WAIVES ANY RIGHT SUCH ENTRANT MAY HAVE TO A JURY TRIAL ARISING FROM ANY DISPUTES RELATED IN ANY WAY TO THESE OFFICIAL RULES.