

**WINN-DIXIE – ALABAMA CRIMSON TIDE
TICKET TO THE GAME
GIVEAWAY PROMOTION
TERMS AND CONDITIONS**

**WHILE SUPPLIES LAST. LIMITED TIME ONLY.
VOID OUTSIDE OF ALABAMA AND WHERE PROHIBITED BY LAW.**

1. PROMOTION PERIOD: THE WINN-DIXIE ALABAMA CRIMSON TIDE TICKET TO THE GAME giveaway promotion ("Promotion") is a limited time while supplies last giveaway promotion beginning at 12:01 AM Central Standard Time ("CST") on January 1, 2019, and ending at the earlier of 11:59 PM CST on February 26, 2019, or when a total of Five Hundred (500) tickets (the "Limited Tickets") to the events described below (the "Eligible Events"), have been distributed pursuant to these Terms and Conditions (the "Terms and Conditions"), whichever comes first ("Promotion Period").

Eligible Events:

(i) The University of Alabama (Home Team) vs University of Mississippi (Away Team) men's basketball game on January 22, 2019.

(ii) The University of Alabama (Home Team) vs Mississippi State University (Away Team) men's basketball game on January 29, 2019.

(iii) The University of Alabama (Home Team) vs University of Georgia (Away Team) men's basketball game on February 6, 2019.

(iv) The University of Alabama (Home Team) vs University of Tennessee (Away Team) women's basketball game on January 17, 2019.

(v) The University of Alabama (Home Team) vs Mississippi State University (Away Team) women's basketball game on February 3, 2019.

(vi) The University of Alabama (Home Team) vs University of Georgia (Away Team) women's basketball game on February 24, 2019.

The total number of Limited Tickets will be allocated across the above listed Eligible Events based on availability. The number of Limited Tickets for each specific Eligible Event will vary based on availability.

2. ELIGIBILITY: This Promotion is open to any legal resident of the United States residing in Alabama who is at least nineteen (19) years of age and who has a registered SE GROCERS REWARD CARD at the time of participating in this Promotion ("Eligible Individuals").

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 in this Promotion: employees, officers, and directors of **Southeastern Grocers** (the "Sponsor"), or the **University of Alabama**, and each of their parent, subsidiary, and affiliated companies.

3. HOW TO QUALIFY: To qualify to participate in this Promotion, during the Promotion Period an Eligible Individual must make a qualifying purchase (each a "Qualifying Purchase") of \$40.00 or more in a single transaction at any Winn-Dixie store located in the state of Alabama

\$40.00 or more in a single transaction at any WINN-DIXIE store located in the state of Alabama and such Eligible Individual must scan his or her registered SE GROCERS REWARD CARD with magnetic stripe and/or its associated key fob at the time of such Qualifying Purchase. A Qualifying Purchase of \$40.00 or more 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.

This Promotion is void outside of the state of Alabama and where prohibited or restricted by law.

4. **TICKET GIVEAWAY / REDEMPTION:** Each Eligible Individual making a Qualifying Purchase during the Promotion Period will receive a flyer (each a "Receipt") with his or her Qualifying Purchase providing instructions on how to redeem two (2) free tickets ("Two Tickets") to one of the Eligible Events. In order for an Eligible Individual to redeem his or her Two Tickets in connection with a Qualifying Purchase, each Eligible Individual must visit www.Winn-Dixie.com/Alabama, and navigate to follow the instructions found on the page. Clicking the appropriate link will lead to a third-party site affiliated with the University of Alabama ticket office where the Eligible Individual will be instructed to enter the promotion code found on the flyer and to follow further instructions to redeem the Two Tickets.

5. **TICKETS:** Sponsor makes no promises or representations regarding the location of the seats of the Limited Tickets in the arena or that any Two Tickets will be seated together. Sponsor makes no promises or representations that any Eligible Individual will have an option to choose the specific Eligible Event for which any Eligible Individual may receive Limited Tickets. Any unused Limited Tickets will be forfeited. All Limited Tickets, and entry and admission into the arena pursuant to any Limited Tickets, are subject to all further terms and conditions set forth by the University of Alabama, including but not limited to removal from the game if any individual acts in an unsportsmanlike or inappropriate manner or otherwise violates any rules by the University of Alabama. Any and all taxes of any kind, fees, insurance, and other costs including, without limitation, costs for transportation, parking, food or beverages, are the sole responsibility of the Eligible Individuals. Sponsor is not responsible for any lost or stolen Limited Tickets. Limited Tickets are only valid for the game and seats for which they are issued.

6. **LIMITED TIME OFFER / WHILE SUPPLIES LAST:** This Promotion is a limited time offer and is subject to availability of the Limited Tickets while supplies last. **This Promotion is limited to the first Two Hundred Fifty (250) Eligible Individuals who make a Qualifying Purchase during the Promotion Period.** Prior to purchasing any products during the Promotion Period, Eligible Individuals may inquire to a store cashier as to whether there are any Limited Tickets remaining to be distributed as part of the Promotion. Please note that there is no guarantee that if Limited Tickets are available at such time of inquiry that they will still be available at the time of making a purchase.

7. **CONDITIONS:** Sponsor reserves the right to disqualify permanently from this Promotion any Eligible Individual it believes has violated these Terms and Conditions and verify eligibility of Eligible Individuals. Failure to comply with these Terms and Conditions may result in disqualification from the Promotion. All Qualifying Purchases are subject to verification and are void if (a) not obtained in accordance with these Terms and Conditions 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.

In the event any portion of this Promotion 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 Promotion, Sponsor reserves the right at its sole discretion to modify, suspend or terminate the Promotion. Sponsor may prohibit an Eligible Individual from participating in the Promotion or receiving any Limited Tickets if, in its sole discretion, it determines that said Eligible Individual is attempting to undermine the legitimate operation of the Promotion 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 Eligible Individuals or Sponsor. If for any reason this Promotion 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 Promotion, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion. CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION 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 TERMS AND CONDITIONS SHALL NOT CONSTITUTE A WAIVER OF THESE PROVISIONS.

8. NO LIABILITY: By participating in the Promotion, each individual agrees to release, discharge, indemnify and hold harmless the Sponsor, 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 Promotion or the flyer, acceptance, possession, misuse, or use of any Limited Tickets.

To the fullest extent permitted by applicable law, each Eligible Individual agrees that any and all claims, actions, demands, and causes of action (collectively "Claims") arising out of or in any way relating to this Promotion or the Limited Tickets 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 Eligible Individual agrees that any and all Claims, judgments, and awards in connection with this Promotion shall be limited to only the actual out-of-pocket costs incurred with entering this Promotion, and in no event may any attorneys' fees be claimed, included, or awarded.

The Released Parties do not assume any responsibility and are not responsible for incorrect or inaccurate capture of entry information, including, but not limited to, technical malfunctions, human or technical error, printing errors, lost / delayed / garbled data or transmission, omission, interruption, deletion, defect or failures of any telephone or computer line or network, computer equipment, software or any combination thereof. The Released Parties are not responsible for electronic network, scanner or computer hardware or software malfunction and/or transmission failure, loss or delayed or corrupted data transmissions, or any technical or human failures, errors or difficulties of any kind.

SPONSOR SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS PROMOTION.

THE LIMITED TICKETS PROVIDED IN CONNECTION WITH THIS PROMOTION ARE PROVIDED "AS IS" AND SPONSOR MAKES 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.

9. OBTAINING AN SE GROCERS REWARD CARD:

If you do not have a SE GROCERS REWARD CARD, you may apply for a free one at the Customer Service Desk at any Winn-Dixie Store location (subject to restrictions). No purchase

CUSTOMER SERVICE DESK at any WINN-DIXIE STORE location (SUBJECT TO RESTRICTIONS). NO PURCHASE is necessary to obtain a SE GROCERS REWARD CARD.

10. APPROXIMATE RETAIL VALUE ("ARV"):

Each set of Two Tickets has the following ARV: \$18 - \$50.

Transportation to/from Eligible Events is not included with the Limited Tickets. Sponsor reserves the right to substitute the Limited Tickets (or portion of the Limited Tickets) with a prize of comparable or greater value if the Limited Tickets cannot be awarded as described for any reason.

11. TERMS AND CONDITIONS REQUEST: To request a copy of these Terms and Conditions, mail a self-addressed, stamped envelope by February 26, 2019, to: WINN-DIXIE ALABAMA CRIMSON TIDE TICKET TO THE GAME, attn. Sports Partnerships., 8928 Prominence Pkwy Building #200, Jacksonville, FL 32256

12. SPONSOR: This Promotion is sponsored by Southeastern Grocers, LLC, (the "Sponsor"), with an address of 8928 Prominence Parkway, Bldg. 200, Jacksonville, Florida 32256. THIS PROMOTION IS NOT SPONSORED, ENDORSED, ADMINISTERED, OR OPERATED BY THE UNIVERSITY OF ALABAMA, OR ITS PARENTS, AFFILIATES, OR SUBSIDIARIES.

13: MISCELLANEOUS: This Promotion shall not be published or advertised without the written permission of the Sponsor. By participating in this Promotion, all participants and Eligible Individuals agree to be bound by these Terms and Conditions. The Limited Tickets are nontransferable and no substitutions are allowed except at the Sponsor's sole discretion. Limited Tickets must be used on dates specified by Sponsor or they will be forfeited; dates are subject to change. In the event an Eligible Event is cancelled for reasons out of Sponsor's control, Sponsor reserves the right to substitute a prize of equal or greater value at the Sponsor's sole discretion. No cash equivalent or exchange of prizes is permitted (except at the Sponsor's sole discretion). No more than the stated number of Limited Tickets will be provided.

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

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Florida, 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 Eligible Individual 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 ELIGIBLE INDIVIDUAL HEREBY WAIVES ANY RIGHT SUCH ELIGIBLE INDIVIDUAL MAY HAVE TO A JURY TRIAL ARISING FROM ANY DISPUTES RELATED IN ANY WAY TO THESE TERMS AND CONDITIONS.

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