## **Terms & Conditions:** (to be printed on outside of gamecard)

Terms & Conditions: Must be legal U.S resident, 18 or older to enter. Promotion open 04/29/19 – 05/06/19 inclusive. No purchase necessary. PURCHASE WILL NOT INCREASE CHANCES OF WINNING. Promotional gift cards will be distributed 04/29/19 – 05/05/19. Only one card to be redeemed per person. To find out your gift, this UNOPENED promotional card must be presented to a member of the Don't Open Me team in the Winn-Dixie store located at 5555 Burbank Drive, Baton Rouge, LA 70820 between 11am – 9pm 05/03/19 – 05/06/19. The available gifts are \$500 Winn-Dixie gift cards (2 available), \$100 Winn-Dixie gift cards (10 available), \$50 Winn-Dixie gift cards (50 available), \$25 Winn-Dixie gift cards (150 available), \$5 off \$30 Winn-Dixie coupon (7934 available), Donut Shop Single Serve Coffee (12ct) (2465 available), Choc Crème Sandwich Cookie (14.3oz), (2465 available), New Orleans Blend Chips (5oz) (2464 available). See Winndixie.com/DontOpenMe or ask a member of the Don't Open Me team for full terms.

## Full Terms & Conditions for the Winn-Dixie Baton Rouge Don't Open Me promotion: (hosted online only)

These Terms and Conditions prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials. Entry and claim instructions are deemed to form part of the terms and conditions and by participating, all entrants will be deemed to have accepted and be bound by these terms and conditions and to agree to receive email notifications from Southeastern Grocers, Inc. (the "Promoter") in relation to the promotion.

Promoter: Southeastern Grocers, Inc., 8928 Prominence Parkway, Bldg 200, Jacksonville, Florida 32256

- 1. Winn-Dixie Baton Rouge Don't Open Me promotion is open to all legal US residents aged 18 or over. Employees of Southeastern Grocers, Inc. any of the participating brands and their agencies, any of their respective parents, affiliates, subsidiaries, advertising or promotion agencies or other individuals engaged in the development, production, or distribution of promotion materials and each of their immediate family members (mother, father, sister, brother, husband, wife, daughter, son, step-father, step-mother, step-daughter, step-son, step-brother, step-sister, half-brother, half-sister) and/or those living in the same household of each are not eligible to participate or win.
- 2. No purchase necessary. PURCHASE WILL NOT INCREASE CHANCES OF WINNING.
- 3. Only one (1) entry per person, is allowed. Anyone trying to circumvent this rule by using alternative contact information may be disqualified from this promotion. No entries on behalf of third parties are permitted.
- 4. Promotional gift cards will be distributed 04/29/19 05/05/19. Promotion redemption runs in store from Friday May 3rd 2019 to Monday May 6th 2019 inclusive, 11am 9pm, at Winn-Dixie, 5555 Burbank Drive, Baton Rouge, LA 70820 only.
- 5. The available gifts and number available are: \$500 Winn-Dixie Gift Cards (2 available), \$100 Winn-Dixie Gift Cards (10 available), \$50 Winn-Dixie Gift Cards (50 available), \$25 Winn-Dixie Gift Cards (150 available), \$5 off \$30 Winn-Dixie coupons (7394 available), Donut Shop Single Serve Coffee (12ct) (2465 available), Choc Crème Sandwich Cookie (14.3oz), (2465 available), New Orleans Blend Chips (5oz) (2464 available). Not all gifts will be claimed unless all game cards are handed out and redeemed. However, all gifts will be available to be claimed.
- 6. To claim your gift, present the card, unopened, to a member of the Don't Open Me team, in Winn-Dixie, 5555 Burbank Drive, Baton Rouge, LA 70820 ONLY (entry is not available online) during 11am 9pm on promotional days. Any envelopes opened before handing to a member of the Don't Open Me team in store will be invalid.

- 7. Consumers will be notified immediately in store of their gift. Provision of gifts is subject to entrants submitting their contact information instore on an electronic tablet at the time of notification. Entrants' contact information will only be used for the purpose of ensuring the validity of entries and to avoid duplicates.
- 8. Recipients of Winn-Dixie gift cards will receive their gift card from the Don't Open Me desk. PURCHASE EXCLUSIONS: A purchase is not required to obtain a Don't Open Me gift card. The Don't Open Me gift card may only be redeemed at stores operating under the same banner as the Store in which the gift card was received and may not be used to purchase any of the following items: 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. See back of gift card for more details.
- 9. Recipients of a coupon worth \$5 off \$30 coupons will receive a coupon from the Don't Open Me desk. Coupon terms and conditions apply.
- 10. The gifts are non-transferable, non-refundable and subject to availability. No gifts may be exchanged for cash. All Don't Open Me cards are subject to validation by the Don't Open Me Manager.
- 11. All completed, validated promotional cards must be surrendered at the point of claiming to be valid.
- 12. By taking part in the promotion, each participant acknowledges and agrees that he or she may be required to take part in relevant publicity without further consent or payment. Such publicity may include, without limitation, publication of the participant's name and/or image and statement made by the participant concerning the promotion.
- 13. The winners, in accepting their prizes, consent to the use of their names, addresses (state only), photographs and likenesses for purposes of advertising, trade and promoting in any and all media on behalf of the Promoter and its affiliates, without further compensation, except where prohibited by law.
- 14. If for any reason any aspect of this promotion is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter may in its sole discretion terminate, modify or suspend the promotion or invalidate any affected entries/claims. No more than the stated number of gifts will be awarded.
- 15. If an act, omission, event or circumstance occurs that is beyond the reasonable control of the Promoter and that prevents the Promoter from complying with these terms and conditions the Promoter will not be liable for any failure to perform or delay in performing its obligation.
- 16. Nothing in these terms and conditions shall limit in any way the Promoter and its associated agencies and companies' liability for death or personal injury to the extent caused by their negligence. Subject to the foregoing, the Promoter and its associated agencies, affiliates and subsidiaries, shall have no liability for any delay and/or failure to perform any obligation to entrants that is caused by: (a) technical problems of any kind which may limit or prevent any person's participation in the promotion; (b) any loss or damage arising from or in connection with the allocation or use of the gifts; and /or (c) any act or omission of any third party.
- 17. Each entrant hereby remises, releases and forever discharges and agrees to indemnify and hold harmless the Promoter and its subsidiaries and affiliates from any and all liability, claims, actions, and damages sustained or incurred by participation in the promotion and the receipt and use of any gift(s) awarded (if any) arising in any manner whatsoever, including but not limited to an act or omission, whether negligent, intentional or otherwise caused by the Promoter and/or its subsidiaries or affiliates.
- 18. If any of these clauses should be determined to be illegal, invalid or otherwise unenforceable then it shall be severed and deleted from these terms and conditions and the remaining clauses shall survive and remain in full force and effect.
- 19. The Promoter will only use the personal contact information supplied by entrants for the administration of the promotion and for no other purpose, unless we have your consent. Your personal contact information will at all times be kept confidential and in accordance with our current Data Protection Policy. Visit <a href="https://www.winndixie.com/about/privacypolicy">https://www.winndixie.com/about/privacypolicy</a> for the Promoter's Privacy Policy. By participating in the Promotion, you agree to the use of your

personal data as described in these terms and conditions (including the Promoter's Privacy Policy).