

SE GROCERS GROCERIES FOR A YEAR SEPTEMBER SWEEPSTAKES
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER, WIN, OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.

The SE Grocers Groceries For A Year September Sweepstakes ("Sweepstakes") is sponsored by BI-LO, LLC ("Sponsor"), 8928 Prominence Parkway, Building 200, Jacksonville, Florida 32256.

1. **SWEEPSTAKES PERIOD:** The Sweepstakes begins on July 22, 2020 at 12:00 AM Eastern Time ("ET") and ends on August 18, 2020 at 11:59:59 PM ET ("Sweepstakes Period"). The Administrator's computer is the Sweepstakes official clock.
2. **ELIGIBILITY:** This Sweepstakes is offered only to legal U.S. residents of Alabama, Florida, Georgia, Louisiana, Mississippi, North Carolina, and South Carolina who are at least eighteen (18) years old at the time of entry. **Must be an SE Grocers Rewards member to enter, win, or claim a prize.** To become an SE Grocers Rewards member, visit www.SEGrewards.com. There is no cost to become a SE Grocers Reward member. Employees, directors, officers, and agents of Sponsor, third party administrator ("Administrator"), and each of their respective parent companies, divisions, dealers, affiliates, subsidiaries, distributors, advertising and promotional agencies and suppliers involved in the Sweepstakes (collectively, the "Sweepstakes Entities"), as well as the members of each of their immediate families (spouse, parents, children, siblings, and in-laws) and persons residing in the same household as such individuals are not eligible to enter or win. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and to Sponsor's decisions and interpretations, which are final and binding in all matters related to the Sweepstakes.

3. **HOW TO ENTER THE SWEEPSTAKES:** There are two (2) ways to enter the Sweepstakes:
 - A. **Purchase Method of Entry:** During the Sweepstakes period, an entrant may purchase any three (3) qualifying products (each a "Qualifying Product") (see www.winndixie.com/freegroceries, www.bi-lo.com/freegroceries, www.harveyssupermarket.com/freegroceries, or www.frescoymas.com/freegroceries for list of Qualifying Products. Note: products are subject to availability and may change, at Sponsor's sole discretion) in one (1) transaction with his/her participating SE Grocers reward Card at a participating BI-LO, Fresco, Más, Harveys Supermarket, or Winn-Dixie location ("Qualifying Purchase"). For each Qualifying Purchase (three [3] Qualifying Products), an entrant will receive one (1) entry into the Sweepstakes. Limit: Ten (10) entries per transaction and ten (10) entries per day. All Qualifying Purchases must be completed by 11:59:59 PM ET on August 18, 2020. Entrant must have a valid e-mail address associated with his/her SE Grocers reward card.
 - B. **Mail-In Without Making a Purchase:** To earn a Sweepstakes entry without making a purchase, an entrant may hand-write his/her complete name (no initials), valid e-mail address, street address (P.O. Boxes not accepted), city, state, ZIP code, telephone number, and date of birth (MM/DD/YYYY), on a 3½"x5" card ("Mail-In Entry") and mail it

(in an outer mailing envelope) with sufficient postage to The SE Grocers Groceries For A Year September Sweepstakes, PO Box 251328, West Bloomfield, MI 48325. A Mail-In Entry is worth one (1) entry. An entrant may mail-in ten (10) times per day during the Sweepstakes Period. Following this method of entry, an entrant will receive one (1) entry into the Sweepstakes.

All Mail-In Entries must be postmarked by August 18, 2020 and received by August 28, 2020. Mail-In Entries must be legibly hand-written. Mechanical reproductions, postage-due, and Mail-In Entries sent in excess of the entry limits set forth below will not be accepted. Mail-In Entries received without a verifiable and legible return address will be deemed incomplete and not valid entries.

Entry Limit: Regardless of the method of entry, there is a limit of ten (10) entries per person per day. If more than ten (10) entries are received from the same person, telephone number, loyalty card, and/or e-mail address in a single day, only the first ten (10) entries received may be considered valid. If an entrant attempts or is suspected of attempting to receive more entries than is permitted, Sponsor may, at its sole discretion, disqualify such entrant.

4. RANDOM DRAWING: On or about August 31, 2020, Administrator will randomly select ten (10) potential winners from all eligible entries received ("Random Drawing"), provided a sufficient number of entries are received. Each winner is considered a potential winner pending verification of his/her eligibility and compliance with these Official Rules.

5. PRIZES, APPROXIMATE RETAIL VALUES, AND ODDS OF WINNING:

A. Prizes (10): Each winner will receive "groceries for a year," awarded as fifty-two (52) \$100 gift cards to Sponsor's stores ("Prize"). The use of a gift card is subject to the terms and conditions set forth thereon which shall govern the use of the gift card. Use of a gift card constitutes the user's acceptance of the terms and conditions so a winner should read the terms and conditions on a gift card carefully. A winner must protect a gift card and treat the gift card as he/she would any other valuable document. A gift card will not be redeemed or exchanged for cash, except where required by law. A gift card will not be replaced or replenished if it lost, stolen, damaged, destroyed, or used without a winner's permission and will be voided if altered or defaced. Ten (10) Prizes will be available in the Sweepstakes. The approximate retail value ("ARV") of each Prize is \$5,200.

B. Total ARV: The total ARV of all Prizes available in this Sweepstakes is \$52,000.

C. Odds of Winning: The odds of winning a Prize depend on the total number of eligible entries received during the Sweepstakes Period.

D. General: In no event will more than the above quantities of Prizes be awarded. If, for any reason, more Prize notifications are sent (or more claims are received) than the number of Prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of Prizes through a random drawing from among all eligible Prize claims received. No Prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a Prize, or component thereof, of equal or greater value in case of unavailability of a Prize or a Prize component when permitted by law. There is a limit of one (1) Prize per person.

6. HOW TO CLAIM A PRIZE: Each potential winner is subject to verification of eligibility and

compliance with these Official Rules. Administrator will attempt to notify each potential winner by telephone or e-mail after the Random Drawing with instructions on how to claim his/her Prize. A potential winner must reply to the notification within ten (10) calendar days and provide all requested information, or the Prize may be forfeited and awarded to an alternate potential winner, at Sponsor's discretion. Each potential winner will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (except where prohibited) and any other requested documents within ten (10) calendar days from the date of attempted notification or the Prize may be forfeited in its entirety and awarded to an alternate winner, at the Sponsor's sole and absolute discretion. If Administrator is unable to contact a potential winner and/or such potential winner fails to provide all required information and/or required documents within the stated time period, this may result in forfeiture of winner's right to claim a Prize, and may result in the Prize being awarded to an alternate winner, if time permits. Upon verification of eligibility, each Prize will be mailed to a winner at the winner's address associated with his/her SE Grocers rewards Card account. The Sweepstakes Entities shall not be held responsible for any delays in awarding a Prize for any reason. If a potential winner is found to be ineligible, is not in compliance with these Official Rules, declines to accept a Prize, or any winner notification is returned as undeliverable or a potential winner fails to respond to a winner notification within the timeframe specified in such winner notification, or if a potential winner does not answer the initial telephone/e-mail notification, the respective Prize may be forfeited. If a Prize is forfeited for any reason, it may be awarded to an alternate potential winner, at the Sponsor's sole and absolute discretion, selected at random from the remaining pool of eligible entries received during the Sweepstakes Period, time permitting. If, after a good-faith attempt, Sponsor is unable to award or deliver a Prize, the Prize may not be re-awarded. Prizes are not transferable and include only the items specifically listed as part of each Prize. Any portion of Prize not accepted by winner will be forfeited. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for any Prize won. Sponsor will issue an IRS Form 1099-MISC for each winner. ARVs are as of the time these Official Rules were printed and the value of a Prize may fluctuate. A winner is not entitled to any difference between the ARV and the actual value of the Prize at the time the Prize is awarded. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. Each Prize will only be awarded to a verified winner.

- 7. LIMITATION OF LIABILITY:** By participating in this Sweepstakes, entrants agree that the Sweepstakes Entities, and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, employees, representatives, designees and agents ("Released Parties") are not responsible for any and all liabilities, including but not limited to lost, late, incomplete, stolen, misdirected, postage due, or undeliverable e-mail notifications or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/website/UseNet accessibility, availability or traffic congestion; or any technical, mechanical, printing, or typographical or other error; or unauthorized human intervention; or inaccurate capture of Sweepstakes-related information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any website users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Sweepstakes and Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to any Sweepstakes-related website(s). Released Parties are not responsible for any injury or damage, whether personal

or property, to participants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting a Prize. Released Parties shall not be responsible or liable for Entries entered by any automated computer, program, mechanism or device; for any Entries in excess of the stated limit; or for Entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such Entries will, at Sponsor's sole discretion, be disqualified.

If for any reason, Sponsor believes the Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or to proceed with the Sweepstakes, including the selection of winners in a manner it deems fair and reasonable. Notice of such cancelation, termination, or modification of the Sweepstakes shall be posted at www.winndixie.com/freegroceries, www.bi-lo.com/freegroceries, www.harveyssupermarket.com/freegroceries, and www.frescoymas.com/freegroceries. This Sweepstakes is subject to all federal, state, and local laws and regulations.

By entering the Sweepstakes, each entrant agrees: (i) to be bound by these Official Rules and by all applicable laws and by the decisions of Sponsor and Administrator, which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iv) to forever and irrevocably release, defend, indemnify and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the entrant's Entries, participation or inability to participate in the Sweepstakes; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) typographical or printing errors in these Official Rules or any Sweepstakes materials; (d) acceptance, receipt, delivery of, possession, defects in, use, nonuse, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Prize (or any component thereof); (e) change in the prizing (or any components thereof) due to unavailability or due to reasons beyond Sponsor's control, including, but not limited to, acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules; (f) any interruptions in or postponement, cancellation or modification of the Sweepstakes; (g) human error; (h) incorrect or inaccurate transcription, receipt or transmission of an Entry; (i) any technical malfunctions or unavailability of any social media platform or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Released Parties or by an entrant; and (j) interruption or inability to access the Sweepstakes, or any other Sweepstakes-related websites or any online service via the Internet due to hardware or software compatibility problems.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING PRIZE COMPONENTS, ARE PROVIDED "AS IS" WITHOUT

WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OF IMPLIED WARRANTIES, THEREFORE SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

- 8. DISPUTES: THIS SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF FLORIDA, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN DUVAL COUNTY, FLORIDA. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (“JAMS RULES”). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN FLORIDA. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN DUVAL COUNTY, FLORIDA. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING BUT NOT LIMITED TO ATTORNEYS’ FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR SWEEPSTAKES ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORTING TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE SWEEPSTAKES, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.**
- 9. PRIVACY POLICY:** Sponsor’s privacy policy is available at <https://www.bi-lo.com/about/privacypolicy>.
- 10. PUBLICITY RIGHTS:** By participating in the Sweepstakes and/or accepting a Prize, each entrant agrees to allow Sponsor and its affiliates and Sponsor’s designee the perpetual right to use his/her name, biographical information, photos and likeness, voice recording, video images and all related footage, and statements for Sweepstakes, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered worldwide, including but not limited to on television (including live television), radio, the Internet, without notice, review or approval and without additional compensation except where prohibited by law.
- 11. GENERAL:** Any attempted form of participation in this Sweepstakes other than as described herein is void and will result in disqualification, and if such person is selected as a potential winner, will result in revocation of his/her Prize. Sponsor reserves the right to disqualify any individual found, in its sole and absolute opinion, to be tampering with the operation of the Sweepstakes, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Sweepstakes. Any use of robotic, automatic, macro, programmed, third-party or like methods

to participate in the Sweepstakes will void any attempted participation effected by such methods and will result in the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE SWEEPSTAKES OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** In the event Sponsor is prevented from continuing with the Sweepstakes or the integrity and/or feasibility of the Sweepstakes is severely undermined by a force majeure event (or as otherwise specified in Section 7), Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the Sweepstakes without any further obligation. If Sponsor, in its discretion, elects to alter this Sweepstakes as a result of such an event, a notice will be posted at the participating retail locations. In the event of cancellation, Sponsor will award the Prizes in a random drawing from among all valid and eligible entries received up to the time of such cancellation, providing a sufficient number of entries are received. If any provision of these Official Rules or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or any Prize documents will not affect the validity or enforceability of any other provision. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted will not be returned. In the event of any conflict with any Sweepstakes details contained in these Official Rules and the Sweepstakes details contained in any Sweepstakes promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

- 12. WINNER LIST:** To obtain the names of the winners, mail a self-addressed, stamped business-sized envelope to: SE Grocers September Sweepstakes - Winner List Request, P.O. Box 251328, West Bloomfield, MI 48325. Winner List requests must be received by October 18, 2020.

Sponsor: BI-LO, LLC, 8928 Prominence Parkway, Building 200, Jacksonville, Florida 32256.

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