Publix Ultimate Homegate Party – Falcons

OFFICIAL RULES

1. **NO PURCHASE IS NECESSARY TO ENTER OR WIN.** The Publix Ultimate Homegate Party – Falcons (the “Promotion”) is sponsored by Publix Super Markets, Inc. (“Publix”). Promotion is offered only in Georgia. Void outside Georgia and where prohibited.

2. Promotion is subject to all federal, state, and local laws. Publix shall be entitled to interpret these Official Rules as needed — including but not limited to rules regarding entries, entry or other deadlines, winner selection, prize restrictions, and eligibility — and all its 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 Publix and waive any right to claim ambiguity in these Official Rules or any other Promotion-related advertising or materials.

3. Promotion starts on August 14, 2020 at 12:01 AM Eastern Time (“ET”). Final entry deadline is December 5, 2020 at 11:59 PM ET. Drawings to determine potential winners will be held on August 30, 2020, September 13, 2020, September 27, 2020, October 11, 2020, October 25, 2020, November 15, 2020, November 22, 2020, and December 6, 2020 as set forth in the Drawing Chart (below). Publix’s computer is the official time-keeping device for this Promotion.

**ELIGIBILITY**

4. To be eligible, each entrant must be at least eighteen (18) years old and a legal United States resident living in Georgia for at least three (3) months per year.

5. Employees, associates, officers, and directors of Publix, Atlanta Falcons Football Club, LLC (the “Falcons”), Party Shack™ (“Party Shack”), Atlanta Falcons Stadium Company, LLC d/b/a Mercedes-Benz Stadium (“Mercedes-Benz Stadium”), United Associates (“United Associates”), 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), are not eligible to enter or win.

**PRIZES & ODDS**

6. Prizes (160): One (1) at-home tailgate kit (food and nonalcoholic beverages and disposable flatware) serving up to four (4) people and Falcons/Publix co-branded merchandise and one (1) $100 Publix gift card for winner. Approximate Retail Value (“ARV”) for each prize: $400.00. (Twenty (20) prizes will be awarded per drawing. See Drawing Chart below).

7. The odds of winning depend on the number of entries received.

**PRIZE RESTRICTIONS**

8. All prize details shall be at Publix’s sole discretion. Gift card prize components are subject to terms thereon or those imposed by issuer. Visit [http://www.publix.com](http://www.publix.com) for more information.
9. 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/or fees.

10. Prizes are not redeemable for cash and may not be sold, bartered or auctioned. The right to receive any prize is not transferrable. 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.

11. Any person who wins prizes through any Publix-sponsored promotions with cumulative value equal to or greater than $600 in a calendar year will receive an IRS 1099 MISC Form or other required tax document(s).

12. Each prize offered is provided “as is” with no warranty or guarantee either express or implied by Publix. Merchandise prizes or prize components (if any) carry no warranty other than that offered by manufacturers. Publix has neither made nor is responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Other restrictions apply.

TO ENTER

13. Entries will be accepted beginning August 14, 2020 at 12:01 AM ET and ending December 5, 2020 at 11:59 PM ET. There are two (2) ways to enter:

a. **Text Message**: You must have a text-messaging two-way capable handset and digital service to enter via this method. Message and data rates may apply. To enter via text message, complete each of the following steps:

   i. Text FALCONS20 to 782549. You will be sent a text message containing the URL for the online registration page; and

   ii. Click on the URL provided and follow the instructions to submit an entry form with any required information, which may include your full name, street address, phone number and e-mail address (the “Required Information”). Your entry is not complete until you have properly and timely submitted the online entry form.

IF YOU ENTER VIA TEXT MESSAGE, YOU CONSENT TO RECEIVE A TEXT MESSAGE SENT BY AN AUTOMATIC TELEPHONE DIALING SYSTEM. TEXT MESSAGE ENTRANTS WILL RECEIVE ONE (1) TEXT MESSAGE WITH THE URL FOR THE ONLINE ENTRY PAGE. CONSENT TO THESE TERMS IS NOT A CONDITION OF PURCHASE. FOR HELP, TEXT HELP TO 782549. TO QUIT, TEXT STOP TO 782549.
b. **Online:** To enter online, visit [https://ls.publix.io/51](https://ls.publix.io/51) (the "Promotion Page") and follow the instructions to complete an official entry form with all **Required Information**.

These are the only methods of entry. Entries will not be accepted via e-mail, U.S. mail or any other method.

14. **IMPORTANT:** MESSAGE AND/OR DATA RATES MAY APPLY TO USE OF MOBILE PHONE/DEVICE TO PARTICIPATE IN THE PROMOTION. WIRELESS SERVICE MAY NOT BE AVAILABLE IN ALL AREAS.

15. Entries must be received by 11:59 PM ET on the day before any scheduled drawing to be eligible for such drawing. All entries must be received by Publix no later than December 5, 2020 at 11:59 PM ET. Proof of sending is not proof of receipt by Publix. Publix will not accept screen shots as proof of entry.

16. Non-winning entries will carry forward to subsequent drawings, if any. Regardless of method, limit one (1) entry per person. Additional entries received from any such person 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 e-mail addresses or mobile devices, or the submission of false contact information under multiple or different e-mail addresses, mobile devices, 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 Publix’s sole discretion. No group submissions will be accepted.

17. All entries must include a working daytime telephone number and valid e-mail address for the entrant. Publix is 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 e-mail, active filtering of any kind or failure to enable mobile or wireless device to receive "push" notifications. In the event of a dispute as to the identity or eligibility of a winner based on an e-mail address, the entry will be deemed made by the "Authorized Account Holder" of the e-mail address used for entry. The Authorized Account Holder is the natural person who is assigned to the e-mail address by the relevant Internet access provider, online service provider, or other organization responsible for assigning e-mail 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 Publix. Publix is 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. Publix reserves the right in its sole discretion to disqualify any entry at any time that in its opinion does not comply with these Official Rules. All entries become the property of Publix and will not be returned or acknowledged.
19. 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 http://www.publix.com/publix-website-policies#PrivacyPolicy and which may be updated from time to time.

WINNER SELECTION, NOTIFICATION AND VERIFICATION

20. On each of the dates set out in the Drawing Chart (below), or within a reasonable time thereafter, Publix or its designee will randomly choose twenty (20) names from all timely entries received, for a total of one hundred and sixty (160) 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
(Entries must be received by 11:59 PM the day before the scheduled drawing)

<table>
<thead>
<tr>
<th>Period</th>
<th>Drawing Date</th>
<th># Names</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>August 30, 2020</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>September 13, 2020</td>
<td>20</td>
</tr>
<tr>
<td>3</td>
<td>September 27, 2020</td>
<td>20</td>
</tr>
<tr>
<td>4</td>
<td>October 11, 2020</td>
<td>20</td>
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<tr>
<td>5</td>
<td>October 25, 2020</td>
<td>20</td>
</tr>
<tr>
<td>6</td>
<td>November 15, 2020</td>
<td>20</td>
</tr>
<tr>
<td>7</td>
<td>November 22, 2020</td>
<td>20</td>
</tr>
<tr>
<td>8</td>
<td>December 6, 2020</td>
<td>20</td>
</tr>
</tbody>
</table>

21. Publix will contact each potential winner using the information supplied by winner on his or her entry form. Each winner must respond to Publix within forty-eight (48) hours 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 Publix within four (4) business days of initial notification and as a condition of receiving prize. Publix in its sole discretion may allow for transmission of Verification Paperwork via fax or e-mail from any or all winners. Verified winners will receive information of claiming or receiving prizes. If any prize is mailed or shipped, winner shall assume all risk of loss, damage, theft, late or missed delivery. If applicable, Publix, in its sole discretion, may permit a verified winner to authorize, in writing, another adult to pick up his or her prize; however, winner must agree to release and hold Publix harmless from all liability for any prize claimed by his or her 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, Publix 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, Publix in its 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 http://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, Publix is 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 or her name, photographs (including the use and appearance of his or her photograph on Publix’s websites), likeness, biographical information, e-mail 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 and/or accepting a prize in the Promotion, you agree that Publix, Falcons, Mercedes-Benz Stadium, Party Shack, United Associates, NFL Entities (as defined below), 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 Publix 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, tablet, smartphone, modem or other 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. THE NATIONAL FOOTBALL LEAGUE, ITS MEMBER PROFESSIONAL FOOTBALL CLUBS, NFL VENTURES, INC., NFL VENTURES, L.P., NFL PROPERTIES LLC, NFL ENTERPRISES LLC, NFL PRODUCTIONS LLC, NFL INTERNATIONAL LLC AND
EACH OF THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY, THE “NFL ENTITIES”) WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY CLAIM ARISING IN CONNECTION WITH PARTICIPATION IN THE PROMOTION OR ANY PRIZE AWARDED. THE NFL ENTITIES HAVE NOT OFFERED OR SPONSORED THIS PROMOTION IN ANY WAY.

27. 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 OR MOBILE PLATFORMS, OR ANY OF THEIR RESPECTIVE FEATURES OR FUNCTIONALITIES, WILL BE UNINTERRUPTED OR ERROR-FREE AND DO NOT GUARANTEE THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE PROMOTION.

28. By entering and/or accepting a prize in the Promotion or accepting a prize, 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.

29. BY ENTERING AND/OR ACCEPTING A PRIZE IN THE PROMOTION OR ACCEPTING A PRIZE, 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.

30. 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

31. Note: Publix reserves the right, in its sole and absolute discretion, to terminate or suspend all or part of this Promotion in the event that it is rendered unable to award the prizes offered by any causes outside of its control. For the avoidance of doubt, Publix’s failure or inability to award any prize offered, or otherwise to otherwise comply with any provision of these Official Rules as a result of the foregoing or of act of God, act of domestic terrorism, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of Publix’s control (excepting compliance with applicable codes and regulations) or other force majeure event will not be considered a breach of these Official Rules.

32. 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 non-authorized intervention, network failure, information storage failure, telecommunications failure, regularly-scheduled maintenance, malfunction, or any other cause beyond Publix’s control. In such an event, Publix 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.

33. Publix reserves the right to disqualify any individual from further participation in the Promotion if Publix concludes, in its sole 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 Publix or any other 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 Publix to enforce any of these Official Rules shall not constitute a waiver of such Official Rules.

34. 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 PUBlix RESERVES 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.

35. 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 Publix determines, in its sole discretion, that
verification or auditing activity evidences non-compliance of any entry and/or entrant with the Official Rules, Publix reserves 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 Publix and its representatives in connection with all verification, auditing and/or background check activities.

36. 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

37. 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.

38. By entering and/or accepting a prize in 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.

39. 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

40. NFL Entities do not sponsor or endorse this Promotion or Publix. 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
41. For a copy of the Official Rules or the final Winners' List, visit the Promotion Page or http://www.publix.com or mail a SASE to: Publix Ultimate Homegate Party – Falcons 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 January 6, 2021.

42. Sponsor: Publix Super Markets, Inc.