WINN-DIXIE PERCENT BACK OFFER

TERMS AND CONDITIONS

OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA, WHO ARE 18 YEARS OF AGE OR OLDER AT THE TIME OF QUALIFYING PURCHASE.

VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

VALID WHILE SUPPLIES LAST.

The Winn-Dixie Percent Back Offer ("Offer") is sponsored by Winn-Dixie Stores, Inc. ("Sponsor"), 5050 Edgewood Court, Jacksonville, FL 32254.

1. **OFFER PERIOD:** The Offer begins at 12:00 AM Eastern Time ("ET") on November 4, 2026 and ends at 11:59:59 PM ET on December 1, 2026 but is only available while supplies last ("Offer Period"). Sponsor reserves the right to modify or terminate this Offer at any time by updating the website where these Terms and Conditions are located and/or in store. Additionally, the specific Offer set forth in Section 4 is expected to change on a week to week basis.

2. **ELIGIBILITY:** The Offer is open to legal residents of the fifty (50) United States and the District of Columbia, who are at least 18 years old at the time of Qualifying Purchase (defined in Section 4 of these Terms and Conditions). Void where prohibited or restricted by law. Participation in the Offer constitutes participant's full and unconditional agreement to these Terms and Conditions.

3. **HOW TO PARTICIPATE IN THE OFFER:** During the Offer Period, a participant shall have or download the Winn-Dixie App and shall have or create a Winn-Dixie rewards account with the Sponsor at https://www.winndixie.com/rewards or in store. There is no cost to download the Winn-Dixie App or to create a Winn-Dixie rewards account. Points earned during the Offer Period will expire at the end of the month that is six (6) months after the date they are awarded to a participant. For example, points earned in January will expire July 31st.

   Each participant shall be solely responsible for payment of any and all applicable federal, state, and local taxes for any item received in an offer (whether points, a product, a discount, cash, etc., each, an "Offer Item"). All other costs and expenses not expressly set forth herein shall be solely the recipient's responsibility.

4. **AVAILABLE OFFERS (through December 1, 2026):**
   - **A.** The participant must make a single purchase of at least Thirty Dollars ($30) at a participating Winn-Dixie store or through online delivery services, excluding Excluded Items ("Qualifying Purchase"). Note that for the Winn-Dixie store located at 4472 Hendricks Ave., Jacksonville, FL 32207, only, a participant who is a Florida resident may also purchase alcohol as a Qualifying Purchase but only if he/she is 21 years old or older.

i. Participants at all stores: will receive percent back offers in the following order: 5% back in points on their first $30 shop and 2% back in points on their second $30 shop. If the participant shops more than two $30 baskets through December 1, 2026, then the above referenced cycle will start over.
ii. Regular base points are awarded on qualifying purchases at the rate of .5% back in points. Percent back offers include all base points and percent back/bonus points. (See www.winndixie.com/rewardseligible for additional details.)
iii. "Excluded Items" include propane, tobacco, store gift cards, postage stamps, lottery tickets, check cashing fees, any bank variable or reloadable cards (Ex: Visa, MasterCard, American Express), reloadable and prepaid debit cards such as NetSpend & Green Dot, money orders and fees, utility payments, home phone service, Western Union, event tickets, copy or fax machine service, charitable donations, delivery charges, fund-raising activities, sales tax and other taxes; alcohol, where prohibited by state law; the value of any merchant discounts or coupons; taxes; prescriptions paid for in whole or in part by any state or federal health insurance program, including Medicare or Medicaid, or where prohibited by law; or any other items not mentioned here that are excluded from earning points by law.

See the store numbers here: https://www.winndixie.com/Locator

5. **LIMITATION OF LIABILITY:** By participating in this Offer, participants agree that employees, directors, officers, and agents of Sponsor, the independent agency administering the Offer ("Administrator"), and each of their respective parent companies, divisions, dealers, affiliates, subsidiaries, advertising and promotional agencies and suppliers involved in the Offer ("Offer Entities"), and each of its respective affiliates, subsidiaries, successors, assigns, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees, and agents (all of the foregoing, the "Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, undeliverable unique code, Percent Back Points or Offer(s) related notification; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/Internet/website/UseNet accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information, or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access; (vii) any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Offer and/or receipt or use of the Offer Item; and (viii) requests that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with these Terms and Conditions.

By participating in the Offer, each participant agrees: (i) to be bound by these Terms and Conditions; (ii) to waive any rights to claim ambiguity with respect to these Terms and Conditions; (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 Offer and/or Offer Item; and (iv) to forever

and irrevocably agree to release 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, attorneys' fees)(collectively, "Costs") that may arise in connection with: (a) the Offer and/or Offer Item, including, but not limited to, any Offer-related activity or element thereof, and the participant's requests, participation or inability to participate in the Offer or use the Offer Item; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) and Costs, personal injury, death, or property damage incurred in connection with acceptance, receipt, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of any Offer Item (or any component thereof); (d) any change in the Offer Item (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed Offer Item (or any element thereof); or (h) the negligence or willful misconduct by a participant.

If, for any reason, the Offer is not capable of running as planned, or the integrity and or feasibility of the Offer is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a "Force Majeure" event or occurrence), Sponsor reserves the right, at its sole and absolute discretion, to abbreviate, cancel, terminate, modify or suspend the Offer and/or proceed with the Offer in a manner it deems fair and reasonable. In the event of cancellation, Sponsor will honor requests received up to the time of such cancellation, while supplies last.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS OFFER IS 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 NONINFRINGEMENT.

6. **DISPUTES: THIS OFFER 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 THE 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 THE JUDICIAL ARBITRATION AND MEDIATION SERVICES 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 DVUAL 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 ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THESE TERMS AND CONDITIONS OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. PARTICIPANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY PARTICIPANT AND/OR PROGRAM ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE OFFER PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

7. **PRIVACY POLICY:** Sponsor's privacy policy is available at https://www.winndixie.com/about/privacypolicy.

8. **GENERAL:** This Offer is subject to all federal, state and local laws and regulations. Receiving an Offer Item is contingent upon fulfilling all requirements set forth herein. Offer valid for individual consumers only; requests from groups, clubs, or organizations and fraudulent requests will not be honored. Percent Back Offer Points have no cash value. Any attempted form of participation in this Offer other than as described herein is void and will result in disqualification. Sponsor reserves the right to disqualify any individual found, in Sponsor's sole and absolute opinion, to be tampering with the operation of the Offer, to be acting in violation of these Terms and Conditions, or to be acting with the intent to disrupt the normal operation of the Offer. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Offer will void any attempted participation effected by such methods and result in the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE OFFER OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS OFFER 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.** Each participant may be required to show proof of eligibility and compliance with these Terms and Conditions. If any provision of these Terms and Conditions 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 Terms and Conditions valid and enforceable. The invalidity or unenforceability of any provision of these Terms and Conditions will not affect the validity or enforceability of any other provision. Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All materials submitted will not be returned. In the event of any conflict with any Offer details contained in these Terms and Conditions and the Offer details contained in any promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Offer as set forth in these Terms and Conditions shall prevail.

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