

Publix Website Policies

Last updated: 8/10/2022

Terms of Use

The websites, mobile websites, mobile applications, WiFi, or other online services owned or operated by or on behalf of Publix Super Markets, Inc. or its affiliates, brands and subsidiaries (collectively "Publix", "we", "our", "us" or any derivatives thereof) (collectively, "Services") are made available to you by Publix and are subject to the following Terms of Use. PLEASE READ THE FOLLOWING TERMS OF USE CAREFULLY BEFORE USING THE SERVICES. By using the Services, you agree that these Terms of Use create a legally binding agreement between you and Publix.

Publix reserves the right, at any time, to modify these Terms of Use. By continuing to use the Services following such modifications you agree to be bound by such modifications. We will post our most current Terms of Use on this page, and you should periodically visit this page to review them.

Please note that some of our Services or specific portions or features of our Services may be subject to additional policies, terms, or conditions ("Additional Terms"). Please review all Additional Terms for the Services you use, which are incorporated into and made a part of these Terms of Use. If there is a conflict between these Terms of Use and any of the Additional Terms, the conflicting Additional Terms shall take precedence with respect to your use of those Services that are governed by those conflicting Additional Terms. Finally, these Terms of Use incorporate by reference any other notices contained on the Services and constitute the entire agreement between you and Publix with respect to your access to and use of the Services.

Communications and Notices

By providing your telephone number to us in any electronic, digital, or other written form, including via e-mail, website form, text message, telephone keypress, or voice recording, you authorize us to deliver or cause to be delivered to you, telemarketing and other calls and SMS/text messages using an automatic telephone dialing system or an artificial or pre-recorded voice. You expressly consent to receive and authorize these calls and messages for any purpose, including but not limited to telemarketing and advertising benefits and services that may be of interest, for the purpose of servicing your account, payment and billing, collecting any amounts you may owe, fundraising efforts and donations, informational updates, and for our operations and operational improvements. You understand that you need not agree as a condition to purchase any goods or services and that calls and messages could result in interruption or data use or charges according to your plan.

You may also communicate with us via e-mail, postal mail, telephone, the mobile applications, our website, and other services. We may issue notices via these various channels, including by sending e-mails to an address you provide us. You agree that such notices shall have legal effect. You also agree that any notices sent by e-mail satisfy any requirement that notices be provided in writing. You may have the right to withdraw your consent to receive certain emails and notices from mobile applications, and, when required by law, we will provide you with paper copies of notices upon request. You agree that you may make such a request by contacting us. To receive, access, and retain the notices we send via e-mail, you must have Internet access and a computer or device with a compatible web browser. You will also need software capable of viewing files in PDF format. Your device or computer must have the ability to print, or download and store, e-mails and PDF files. By accepting these terms, you confirm that you are able to receive, access, and retain the notices we may send. You may update your contact information through the Services.

Privacy

Please review our Privacy Policy, which also governs your use of the Services. Additionally, to learn more about how we treat the information that you provide about your children, please review our Child Privacy Notice. For more information about the privacy practices of Publix Pharmacy, see the Publix Pharmacy Notice of Privacy Practices. The Privacy Policy, the Child Privacy Notice, and the Publix Pharmacy Notice of Privacy Practices are also incorporated into and made a part of these Terms of Use.

Ownership

Unless noted otherwise, the Services, in their entirety, including but not limited to all design and content, are the sole property of Publix or its content suppliers. The content available via the Services is protected by United States and international copyright, trademark, and other laws. Except as stated in these Terms of Use, no content may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means without the prior written consent of Publix or the respective owner. You may not use Publix's name, logo, or other trademarks for any purpose without the express written consent of Publix. Any rights not expressly granted herein are reserved by Publix.

You may not, without Publix's prior written consent: (a) use bots, scripts, spiders, crawlers, software, or other tools, devices, or processes on the Services for any purpose, including but not limited to mining, scraping, accessing, or collecting designs or content available on the Services; or (b) use designs or content obtained from the Services for use in any other product, service, or offering, including but not limited to websites, mobile applications, or other digital services.

Copyright Policy

Publix does not permit copyright infringing activities on its Services. Publix abides by the federal Digital Millennium Copyright Act ("DMCA") by responding to notices of alleged infringement that comply with the DMCA and other applicable laws. As part of our response, we will remove materials if properly notified that such materials infringe on another's intellectual property rights. If you are a copyright owner or an agent thereof and believe that any content on our Services infringes upon your copyrights, you may submit a notification pursuant to the DMCA by sending an e-mail to copyrightline@publix.com.

Conduct and Security on the Services

You are not permitted to engage in any conduct that, as determined in our sole discretion, restricts, inhibits, or interferes with the ability of any other person to use or enjoy the Services. You may use the Services only for lawful purposes. You are prohibited from: (a) accessing or using the Services to collect information about users of the Services; (b) violating or attempting to violate the security of the Services; or (c) using any device, software, or routine to interfere or attempt to interfere with the proper working of the Services or any activity conducted via the Services.

Links

You may create a text-only hyperlink labeled "Publix Web Site" to our home page only (www.publix.com). You are not permitted to use a link that "frames" our Services or that portrays Publix, or its products or services in a false, misleading, derogatory, or otherwise offensive manner. Also, you may not use any other Publix logo, graphic or trademark as part of the link without our express written permission. Publix may revoke your right to link at any time for any reason.

User Content and Permitted Use of Services

Publix reserves the right, but not the obligation, to monitor use of the Services and the content that you and other users may post in certain areas. We further reserve the right, but not the obligation, to remove information and materials that we deem, in our sole discretion, to be objectionable. Subject to the terms of our Copyright Policy language above, Publix expressly disclaims any obligation or warranty to screen or remove objectionable materials. Publix further reserves the right to disclose any content, records, or electronic communications of any kind if we are required to do so by any law, regulation, or court order, or if such disclosure is necessary or appropriate to operate the Services or to protect Publix's rights or property, or the rights of others, including our partners, affiliates, sponsors, providers, licensors, and merchants, or other persons that use the Services.

You represent and warrant that you will not use the Services to post content (such as comments): that is false, misleading, inaccurate; that is unrelated to the Services, that infringes on the rights of others; that, as determined by Publix in its sole discretion, is confidential or private information, obscene, harassing, abusive, defamatory, vulgar, sexually explicit, or is inappropriate with respect to race, gender, sexuality, ethnicity; that constitutes unsolicited advertising; that impersonates another person, business, or entity; that contains malicious or otherwise harmful computer code; or that otherwise violates these Terms of Use. You also represent and warrant that you will not post content for which you received compensation from a third party without receiving written authorization from Publix.

Publix administers rewards programs that provide benefits such as personalized discounts, gifts and other perks to members who create accounts. You are only permitted to have one (1) rewards account of any given type that is personal to you. Your account may not be sold, transferred or assigned to, or shared with, family, friends or others, or used by you for any commercial purpose. Without notice to you, Publix reserves the right to suspend and/or terminate your account and/or your participation in the rewards program if Publix determines, in its sole discretion, that you have violated these Terms of Use or that the use of your Publix rewards account is unauthorized, deceptive, fraudulent or otherwise unlawful. Publix may, in its sole discretion, suspend, cancel or combine Publix rewards accounts that appear to be duplicative. In the event that your participation in a Publix rewards program is terminated, all benefits accrued by or associated with your account are void and you are prohibited from opening a new account for six (6) months.

Health & Wellness Content

Any health and wellness content presented on the Services is for general informational purposes only. Such content is not intended to replace or serve as a substitute for professional medical advice, diagnosis or treatment, nor is it intended as a guarantee of improvement of specific conditions or weight loss. You should regularly consult a physician or other health care provider in all matters relating to physical or mental health, particularly concerning any symptoms that may require a diagnosis or medical attention.

Information Provided on Our Services

The content that appears on our Services is for educational and informational purposes only. We strive to provide useful and accurate information. However, errors may appear from time to time. We make no warranty as to the reliability, accuracy, timeliness, usefulness, or completeness of the information presented on the Services. Any pricing shown or offered through the Services is considered an estimate only and is subject to change. Please contact your local Publix store if you have questions about pricing.

Third Party and Co-branded Content

Publix may provide content or provide links to content on the Services (including co-branded websites) that are not under the sole control of Publix. Publix does not assume any responsibility for the operation, content, privacy practices, or technologies used by third-party services. You agree that you interact with third parties at your sole risk and that your relationship with those parties will be governed by their terms and policies. Publix in its sole discretion may modify or remove such links or content at any time and without notice.

Submissions

Publix may offer you the opportunity, or you may choose, to submit information, comments, pictures, videos, or ideas to Publix or to other users of the Services (collectively "Submissions"). We welcome your Submissions. However, by sending Submissions to Publix, you acknowledge that the Submissions will not be treated by Publix as confidential and you agree that you grant to Publix a nonexclusive, royalty-free, perpetual, irrevocable, transferable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such Submissions throughout the world in any media for any purpose whatsoever, without restriction and without compensating you in any way. You should not send us any Submissions that you are legally prohibited from transferring to us.

By sending Submissions, you warrant that you are the sole author of the content, that you are at least 18 years old or that you are at least 13 years old and your parent or legal guardian agrees to be bound by these Terms of Use, and that your Submissions will not cause injury to the rights or property of any person or entity.

Disclaimers

ALTHOUGH PUBLIX RESERVES THE RIGHT TO CORRECT ANY ERRORS, OMISSIONS, OR INACCURACIES, YOU ACKNOWLEDGE THAT THE SERVICES, AND ALL INFORMATION CONTAINED THEREIN, ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND AND THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. PUBLIX DOES NOT WARRANT THAT THE SERVICES OR ANY INFORMATION, CONTENT OR FUNCTIONALITIES OFFERED THROUGH THE SERVICES, OR ANY ELECTRONIC COMMUNICATIONS SENT FROM PUBLIX, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, PUBLIX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU AGREE THAT PUBLIX AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM: THE USE OF THE SERVICES; THE INABILITY TO USE OR ACCESS THE SERVICES; OR ANY INFORMATION, CONTENT OR FUNCTIONALITY OFFERED THROUGH THE SERVICES. THESE LIMITATIONS APPLY TO ALL LOSSES AND DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES. IF YOU ARE DISSATISFIED WITH ANY PART OF THE SERVICES OR THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP USING THE SERVICES.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF LIABILITY SET FORTH ABOVE, SO THIS LIMITATION OF LIABILITY MAY NOT APPLY TO YOU. IF ANY PART OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF PUBLIX UNDER SUCH CIRCUMSTANCES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

Indemnities

You agree to hold harmless Publix and its respective shareholders, officers, directors, employees, agents, licensors and suppliers from any and all claims arising out of or related to your access or use of the Services or your inability to access or to use the Services or any other offerings rendered by Publix or its contractors in conjunction with the Services or your use of the Services.

Applicable Law

By using the Services, you agree that the laws of the state of Florida, without regard to principles of conflict of laws, will govern these Terms of Use and any dispute of any sort that might arise between you and Publix.

Disputes

ANY DISPUTE RELATING IN ANY WAY TO YOUR USE OF THE SERVICES SHALL BE SUBMITTED TO CONFIDENTIAL BINDING ARBITRATION IN TAMPA, FLORIDA, EXCEPT FOR INTELLECTUAL PROPERTY CLAIMS BROUGHT BY EITHER PARTY (WHICH FOR PURPOSES OF THIS SECTION DO NOT INCLUDE PRIVACY AND PUBLICITY CLAIMS) AND CLAIMS THAT MAY BE BROUGHT IN SMALL-CLAIMS COURT. IF YOU CAN DEMONSTRATE TO US THAT ARBITRATION IN TAMPA, FLORIDA WOULD CREATE AN UNDUE BURDEN TO YOU, WE WILL ALLOW YOU TO INITIATE THE ARBITRATION IN YOUR HOME STATE. ANY DISAGREEMENTS REGARDING THE FORUM FOR ARBITRATION WILL BE SETTLED BY THE ARBITRATOR.

CONFIDENTIAL ARBITRATION UNDER THIS AGREEMENT SHALL BE RESOLVED EXCLUSIVELY UNDER THE CONSUMER ARBITRATION RULES THEN PREVAILING OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA'S CONSUMER RULES"), EXCLUDING ANY RULES AND PROCEDURES GOVERNING OR PERMITTING CLASS OR REPRESENTATIVE ACTIONS. THE RULES ARE AVAILABLE ON THE AMERICAN ARBITRATION ASSOCIATION'S WEBSITE.

PUBLIX AND YOU AGREE TO EXPRESSLY WAIVE ANY RIGHTS TO FILE CLASS OR REPRESENTATIVE ACTIONS OR SEEK RELIEF ON A CLASS OR REPRESENTATIVE BASIS IN ANY JURISDICTION OR FORUM.

THE ARBITRATOR SHALL APPLY FLORIDA LAW, AND THE ARBITRATOR'S AWARD SHALL BE BINDING AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION. THERE SHALL BE NO APPEAL FROM ANY AWARD OF THE ARBITRATOR. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NO ARBITRATION UNDER THIS AGREEMENT SHALL BE JOINED TO AN ARBITRATION INVOLVING ANY OTHER PARTY SUBJECT TO THIS AGREEMENT, WHETHER THROUGH CLASS ARBITRATION PROCEEDINGS OR OTHERWISE. IF ANY PART OF THIS ARBITRATION PROVISION IS FOUND TO BE INVALID, UNENFORCEABLE OR ILLEGAL, THE REST OF THIS PROVISION SHALL REMAIN IN EFFECT.

IF THE ENTIRE ARBITRATION PROVISION IS FOUND TO BE INVALID OR UNENFORCEABLE, THEN THE PARTIES CONSENT TO PERSONAL JURISDICTION AND EXCLUSIVE VENUE IN THE STATE AND FEDERAL COURTS IN TAMPA, FLORIDA.

If you initiate the arbitration, your arbitration fees will be limited to the filing fee set forth in the AAA's Consumer Rules. Regardless of who initiates the arbitration, Publix will pay any other arbitration fees, including your share of arbitrator compensation. If the arbitrator rules against Publix, in addition to accepting whatever responsibility is ordered by the arbitrator, Publix will reimburse your reasonable attorneys' fees and costs, regardless of who initiated the arbitration. In addition, if the arbitrator rules in our favor, we will not seek reimbursement of our attorneys' fees and costs, regardless of who initiated the arbitration.

Intellectual Property Claims by Publix

In the event of intellectual property claims by Publix against you, Publix shall have the right to litigate such claims in any state or federal court in Tampa, Florida, and you consent to the exclusive and mandatory venue in such courts.

No Waiver

Publix's failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision.

Contact Us

Contact us if you have any questions about these Terms of Use or you would like to receive a copy free of charge. You may also download a copy of these Publix Policies in PDF format.

Privacy Policy

At Publix, we are committed to protecting your privacy. We developed this Privacy Policy to inform you about how we treat the information that we collect about you when you use the Services. By using the Services, you consent to the practices described in this Privacy Policy.

Updates to Privacy Policy

Publix reserves the right, at any time, to modify this Privacy Policy. By continuing to use the Services following such modifications, you agree to be bound by such modifications. We will post our most current Privacy Policy on this page, and you should periodically visit this page to review it.

Types of Information That We Collect

In the course of doing business with you both online and in our stores and other physical locations, we collect a range of personal information. That information includes:

- Identifiers, such as your name, physical address, email address, phone number, IP address, device identifiers, and identifiers associated with cookies;
- Financial information, such as payment card information;
- Demographics, such as your age and gender;
- Transactional information, such as records of your purchases, products you like, and content you download from the Services;
- Internet or other electronic network activity, such as information about how you use, access, or interact with the Services;
- Location information, such as city and state you provide, or location information derived from your interactions with the Services, subject to the settings on your device or browser;
- Records of communications with our customer care teams for training and quality assurance purposes; and
- Inferences regarding your preferences or other characteristics.

Please read below for more information about the information we collect.

Information That We Collect from You

You may be able to use some of our Services or conduct in-store business with us without providing any personal information to us. However, in order to take advantage of certain features, offerings, or other functions available in stores or on our Services, you may be asked or required to provide personal information. For example, depending on the feature or service you wish to access, we may ask you to register an account with us or otherwise collect information from you such as your name, address, e-mail address, telephone number, credit card information, household information, demographic information, and/or information about your interests. You can always choose to not provide us with the requested information; however, if you choose to not provide such information, you may not be able to engage in certain in store transactions or access or use certain features or functions of the Services. When you shop in our stores or on our website, we may collect information about the products or services you buy when you use a payment card, the Publix App or enter a number at the register.

To the extent that you provide us with a mobile telephone number you hereby:

- represent that you are the accountholder and subscriber for the mobile telephone number that you provide, or that you have the accountholder and subscriber's permission to receive text messages and/or phone calls at that telephone number;
- agree to receive, and authorize us to deliver or cause to be delivered to you, calls and SMS/text messages for any purpose, including advertising, using an automatic telephone dialing system or an artificial or pre-recorded voice;
- agree to notify us promptly if the mobile telephone number you have provided changes;
- agree to indemnify us in full for all claims, expenses, costs, and damages related to, arising under, or caused by, in whole or in part, your failure to notify us promptly if the phone number you have provided changes, including but not limited to, all claims, expenses, costs, and damages related to or arising under the Telephone Consumer Protection Act; and
- understand and agree that your agreement to these terms is not required as a condition of purchasing any property, goods, or services and that, based on your plan with your mobile carrier, normal usage rates and fees, including data fees and text message rates, may apply to text messages and/or phone calls delivered by Publix or on Publix's behalf.

Information We Collect from Other Sources

We may also receive information about you from other sources, including third parties that help us: update, expand, and analyze our records; identify new customers; collect information on our behalf; and prevent or detect fraud. We may also receive information about you from social media platforms including but not limited to when you interact with us on those platforms, access our social media content, or use your social media login credentials to access our Services. The information we will be able to receive will be determined by the privacy settings, policies, and/or procedures of the applicable third party platform, website or service.

Information We Collect Automatically

When you use the Services, we or our third-party service providers may collect information about how you access, use, or otherwise interact with the Services, our emails, and online advertising. This information is collected for various reasons, including to help ensure that the Services continue to work correctly, to improve the Services, to support marketing campaigns, to understand our customers and how they use the Services, and to offer you a more personalized experience. The information collected may include technical information such as your IP address, the type of device that you use to access the Services, the operating system on your device, the website or other online service that directed you to our Services, and the content that you view on the Services. For more information about how this information is collected, please see our Cookies and Other Tracking Technologies section below.

Information Collected from Mobile Devices

When you access our Services via a mobile device, Publix or its third-party service providers may collect various information, including the type of mobile device you use, the temporary or persistent device identifier associated with your device, the IP address of your mobile device, the device's operating system, the browser you use to access the Services, information about how you use the Services, and your device's location as described below.

You may be able to use our mobile applications to scan barcodes or take images of products or prescription bottles in order to create shopping lists or conduct transactions. To do so, our mobile applications may request permission to access your camera and photo files. Please note that some features of our mobile applications and/or Services may not be usable or available to you if you do not grant us such permission.

Location Information. Our mobile applications and websites may also collect precise information about the location of your device after you permit us to obtain such information from technologies such as Bluetooth beacons, GPS, Wi-Fi signals, or cell tower signals. We may also use technologies to determine if you are shopping in one of our stores by relying on signals transmitted by your mobile devices. We collect this information to provide you with services, content and offers based on your location. For example, we may use our mobile applications to provide you with the location of nearby stores and deals available in those stores. You may be able to enable our Services to notify us when you enter one of our stores so that we can prepare any orders you may have or to let you know about the events and deals available in the store. To opt out of the collection of precise location or presence information, you can adjust the permissions on your mobile device or uninstall our mobile applications.

How Do We Use Your Information

- We may use the information we collect to deliver promotional and marketing materials to you via physical mail and electronically regarding Publix and its products and services.
- We may use the information we collect: to fulfill your requests for our products, programs, or services; to complete and manage purchases, orders, returns and exchanges; to respond to your inquiries; to offer you other products, programs, or services that we believe may be of interest to you; to survey you; and otherwise for the purposes for which you provided the information.
- We may combine the information we collect from you with information that we collect from other sources.
- We may use any of the information we collect for research, market studies, or to enhance the products and services we provide to you.
- We may use the information we collect from you to deliver marketing communications, special offers, or advertisements that may be of interest to you, including the delivery of targeted advertisements that are based on your previous online activity on the Services and other third-party services (for example, if you view a page on our website about a particular product, you may receive an online advertisement for that product or a related product on a different area of our Services or on other websites on the Internet you visit).
- We may share information with our service providers, partners and advertisers for our legitimate business purposes, but we do not monetize your personal information by selling or renting it for monetary compensation to outside parties.
- We may transfer your personal information to our service providers, partners and advertisers which use that information to conduct business on our behalf, including to deliver advertising to our customers.
- We may share anonymized information with our service providers, partners and advertisers. Anonymized information is information that is altered, combined, or otherwise processed so that it can't reasonably be identified with an individual person.
- We may share certain information that does not directly identify you (e.g. IP addresses and unique ID numbers associated with your device, such as your advertising ID) with third parties for their own use, including for advertising and marketing purposes.
- We may use information we collect to create personalized content, offers, services, and advertising. This includes personalized content based on the precise location information we collect from mobile devices or the location that we infer from your IP address or other information.
- We may disclose the information to third parties when we are required to do so by any law, regulation, court order, subpoena, law enforcement, or other regulatory requirement.
- We may disclose the information if we believe that such disclosure is necessary or appropriate: to comply with applicable law; to operate the Services; to protect the rights, property or safety of Publix, other users of the Services, partners, affiliates, sponsors, providers, licensors, merchants, or others; to prevent harm or loss; or in connection with an investigation of suspected or actual unlawful activity.

Public Information

If you post comments, pictures, or other content via public forums that may be available on the Services, that information may be publicly available. The information may be searchable by search engines and copied or republished by third parties. We have no control over those third parties. Please think carefully before you post any information via the Services.

Your Options Regarding the Information that We Collect

You may choose to:

- Stop receiving marketing or promotional e-mails, direct mail, phone and mobile marketing communications;
- Update and correct the information that you provide to us; or
- Request that we cancel your account or that we no longer use the information you have given us to provide you services.

To exercise your choices, you may:

- Opt out of receiving marketing or promotional communications by following the directions in a marketing e-mail, direct mail, or mobile communication that you receive from us;
- Log in to your Publix Account at <https://www.publix.com/myaccount/> to update your information or change your communications preferences;
- Return to the area of our Services at which you signed up for a particular program and modify your information;
- Call 800-242-1227 with your request and current contact information; or
- Contact us online with your request and current contact information.

If you opt-out using the directions and/or mechanisms provided in a specific type of communication, please be aware that you may only stop receiving that type of communication unless you exercise another option as described herein. Please note that if you request that your information no longer be used to provide you services, Publix or its vendors may retain your information for Publix's business purposes, such as for backups, analysis, records of deletions, legal requirements, and data retention requirements or policies. You may, depending on applicable laws, have certain rights regarding your personal information. If you have questions about such rights, please contact us.

Cookies and Other Tracking Technologies

By using the Services, you consent to our use of cookies, web beacons, and similar technologies, except for the Stockholder Information section of the Services on which the foregoing technologies will not be used. We use these technologies to receive and store certain types of information when you interact with the Services. The information obtained by using these technologies (including, but not limited to, the pages you visit on our website, which web address you came from, information about the devices and software you use, and the content you view) helps us in various ways, including, but not limited to, to customize your experience, improve the Services, learn what areas of the Services are of most interest to our customers, and troubleshoot any issues. In order to provide the best experience possible, we also use this information for reporting and analysis purposes.

Most web browsers are set to accept cookies by default, though you can manually disable the cookies feature of your browser. You should review the online documentation relating to your browser or consult with the provider of your browser for instructions on how to disable cookies. Please note that if you disable cookies on your Internet-enabled device, some parts of the Services may not function properly or offer you the same degree of personalization. In addition, you may be able to exercise choices regarding companies such as online network advertisers via certain third party tools. Read more information about such choices at: <http://www.aboutads.info/choices/>.

We may also use technologies that let us know whether you viewed certain content, whether you viewed our emails or other electronic communications, and whether the advertising we place on the Services and other websites or mobile applications is effective.

We use Google Analytics to learn about how you and others use the Services. You can learn more about how Google uses the information it collects at: <https://www.google.com/policies/privacy/partners/>.

We do not currently respond to web browser "do not track" signals or other mechanisms that provide a method to opt out of the collection of information across the networks of websites and online services in which we participate. If we do so in the future, we will describe how we do so in this Privacy Policy. Visit the following website, www.allaboutdnt.org, for more information on this developing area.

Third-party Content and Activities

The Services may contain links to content or integrated content (like embedded videos) provided by third parties. The information practices of those third parties may differ from ours. You should consult the privacy policies of any third party that provides content that you access through the Services as we do not control and are not responsible for the information that they collect, use, or share. Because your web browser may obtain integrated content directly from third-party servers, the third parties may be able to collect information as if you had visited their sites directly. Some of the third parties that provide content on our Services or support our business by facilitating online advertising, analytics, or research may use technologies to track your online activities over time and across various websites and other online services.

Security

Publix uses administrative, technical, and physical safeguards designed to safeguard the information we collect via the Services. However, no information system can be 100% secure. We cannot guarantee the absolute security of your information. Moreover, we are not responsible for the security of information you transmit or receive via the Services over networks that we do not control, including the Internet and wireless networks. You are responsible for protecting the confidentiality of your username and password(s) and you hereby release Publix from any liability related to your disclosure of your username and/or password(s) to any third party. Publix reserves the right to suspend or terminate your account or to require you to change your username and/or password if Publix believes they are no longer secure.

Questions about Our Privacy Policy

Please let us know if you have any questions about our Privacy Policy by contacting us online.

Child Privacy Notice

At Publix, we are committed to protecting your child(ren)'s privacy. We developed this Child Privacy Notice to inform you about our information collection practices and policies with regard to the personal information about your children that you provide to Publix through the Services. By using the Services, you agree to the terms in this Child Privacy Notice. This Child Privacy Notice is an online notice and applies only to the Services.

- Publix collects personal information from parents about their child(ren) through the Services in order to provide parents and child(ren) with access to the benefits that the parents have requested. You are sharing personally identifiable information with Publix when you register yourself and your child(ren) through certain portions of the Services.
- Only parents may register their children on the Services; therefore, Publix does not knowingly collect personal information from children under the age of 13.
- When you provide personal information about yourself and your child(ren) through certain portions of the Services, that information is collected and maintained by Publix and, depending on the functionality of the service or program, by third party service providers, partners and advertisers.
- Once registered, a parent is able to modify the information that was supplied through the Services by contacting us.
- Please contact us if you have any questions about our Child Privacy Notice.

Media Use Policy

By using the Services, I agree, individually and on behalf of my employer (if any), to Publix's Terms of Use and Privacy Policy. My employer and I (collectively "We") further agree that all content downloaded using the Services, such as photography, audio, video, and other multimedia files (the "Content"), will remain the property of Publix. We will have no right or ownership of the Content, which will be used for editorial purposes only. Any other use of the Content (for example, personal or commercial use) is strictly prohibited.

We will:

- include a credit to "Publix" in any use of the Content.
- use the Content only in news broadcasts, news websites or other news publications, including our affiliated social media accounts, that we own or control, or in other locations Publix specifically approves in writing.
- remove the Content if Publix asks us to do so.

We will not:

- use the Content in any manner that implies sponsorship or endorsement by Publix or otherwise mischaracterizes our relationship with Publix.
- alter the Content in any manner, including by changing the proportion, color, or font, or by adding or removing any element(s) to or from the Content.
- place the Content on any background that interferes with the readability or display of any of Publix's trademarks.
- use the Content to disparage Publix, its products or services, or in a manner that, in Publix's sole discretion, may diminish or otherwise damage or tarnish Publix or Publix's goodwill.
- use the Content in any manner not expressly authorized in this Media Use Policy, including, without limitation, in advertising, on merchandise, or embedded or used within any mobile app or other software implementation.
- use the Content on any website that (a) contains sexually explicit, libelous or defamatory material, (b) depicts violence, (c) promotes discrimination, or employs discriminatory practices, on the basis of race, sex, religion, nationality, disability, sexual orientation, or age; (d) promotes or undertakes illegal activities; (e) includes any trademark of Publix or its affiliates, or a variant or misspelling of a trademark of Publix or its affiliates, in any domain name; (f) otherwise violates intellectual property rights; or (g) Publix notifies us is unsuitable.