

TERMS OF USE & PRIVACY POLICY

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Table of Contents

[Terms of Use](#)

[Privacy Policy](#)

[Child Privacy Notice](#)

Terms of Use

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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.

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You represent and warrant that you will not use the Services to post content (such as comments): that is false, misleading, inaccurate; that infringes on the rights of others; that, as determined by Publix in its sole discretion, is obscene, derogatory, harassing, abusive, or defamatory; 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.

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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.

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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.

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NO WAIVER

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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

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INFORMATION THAT WE COLLECT FROM YOU

You may be able to use some of our Services without providing any personal information to us. However, in order to take advantage of certain features, offerings, or other functions of 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 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 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 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 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; 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 social media platform.

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 your use of the Services 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 automatically 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 partners and advertisers for our legitimate business purposes, but we do not sell or rent your personal information to outside parties.
- We may transfer your personal information to our service providers, which use that information to conduct business on our behalf, including to deliver advertising to our customers.
- We may share anonymized information with our 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;
- [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.

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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.

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 parties under contract with Publix. Those third parties are contractually obligated to keep such personal information confidential and secure.
- 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.