

## Official Rules for the Kroger Co Instagram Giveaway

### No Purchase Necessary. A Purchase Will Not Increase Your Chances Of Winning.

- 1. Eligibility:** The Giveaway is open only to legal residents of the United States who (a) are at least eighteen (18) years old, (b) live within sixty (60) miles of a Kroger, Fry's Food Stores, Ralphs, QFC, King Soopers, City Market, Smith's, Dillons, Gerbes, Bakers, Food 4 Less, or Foods Co. store (a "Participating Store"), and (c) have not won a sweepstakes or contest conducted by The Kroger Company ("Sponsor") in the previous ninety (90) days. Employees of Sponsor or The Kroger Company ("Administrator"), as well as the immediate family (spouse, parents, siblings, and children) and household members of those employees, are not eligible to enter.
- 2. Agreement to Official Rules:** By entering the Giveaway, you indicate your full and unconditional agreement to, and acceptance of, these Official Rules and Sponsor's decisions, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 3. Entry Period:** The Giveaway begins at 12 PM ET on 1/22 and ends at 4:59 PM ET on 2/2 (the "Entry Period"). Entries submitted before or after the Entry Period will not be eligible. Sponsor's computer is the official time-keeping device for the Giveaway.
- 4. How to Enter:** Visit Sponsor's Instagram page at <https://www.instagram.com/Krogerco>, and follow the directions to tag 2 friends in the comments of Kroger's Instagram posts 1/22-1/26 and 1/29-2/2. The use of an agency or any automated system to enter is strictly prohibited, and Sponsor reserves the right to disqualify any entries received through such methods, as determined by Sponsor, in its sole discretion. Sponsor reserves the right to remove a comment and void that entry for any reason, in its sole discretion.
- 5. Drawing:** Sponsor will select 1 winner randomly each business day between 1/23-1/29 and 1/30-2/5.
- 6. Notification and Requirements of Potential Winner:** Sponsor will attempt to notify potential winner within 1 business day of the drawing by replying directly to the comment the potential winner used to enter. If a potential winner does not respond within 1 business day after Sponsor replies, or as directed by Sponsor, an alternate potential winner may be selected in his/her place in a random drawing of all remaining entries received. Only two (2) alternate potential winners may be contacted. Except where prohibited, a potential winner may be required to complete and return an affidavit of eligibility and liability/publicity release. If a potential winner is a minor, his/her parent or legal guardian will be required to sign the documents on his/her behalf. If a potential winner fails to sign and return these documents within the required time period, an alternate potential winner may be selected in his/her place in a random drawing of all remaining entries received. Only three (3) alternate potential winners may be contacted.
- 7. Prize:** 1 new randomly selected winner will receive a \$100 Kroger gift card each business day from 1/23-2/5. The approximate retail value ("ARV") of the prize is \$100. A winner is responsible for paying any applicable income taxes and any and all other costs and expenses not listed above. Any prize details

not specified above will be determined by Sponsor, in its sole discretion. A prize may not be transferred and must be accepted as awarded. A winner may not request cash or a substitute prize; however, Sponsor reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason, as determined by Sponsor, in its sole discretion.

**8. General Conditions:** In the event that the operation, security, or administration of the Giveaway is impaired in any way, Sponsor may, in its sole discretion, either (a) suspend the Giveaway to address the impairment and then resume the Giveaway; or (b) award the prize at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify and seek damages from any individual who tampers with the operation of the Giveaway, violates these Official Rules, or acts in a disruptive or unsportsmanlike manner. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsor by mail shall not be deemed proof of receipt of that communication. In the event of a dispute as to the owner of an online entry, the authorized account holder of the Facebook account used to enter will be deemed to be the owner. The Giveaway is subject to federal, state, and local laws and regulations and is void where prohibited.

**9. Release and Limitations of Liability:** By participating in the Giveaway, you agree to release and hold harmless Sponsor, Administrator, Facebook, their respective parents, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Giveaway or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Giveaway; (b) technical errors; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Giveaway or the processing of entries; or (f) injury or damage to persons or property. You further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Giveaway, and in no event shall the Released Parties be liable for attorney's fees. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

**10. Privacy and Publicity:** Any information you provide when you enter the Giveaway will be used in accordance with Sponsor's Privacy Policy. Except where prohibited, participation in the Giveaway constitutes your consent to Sponsor's use of your name, likeness, voice, opinions, biographical information, and state of residence for promotional purposes in any media without further payment or consideration.

**11. Disputes:** You agree that any and all disputes, claims and causes of action arising out of, or connected with, the Giveaway or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Ohio. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of Ohio, without giving effect to any choice of law or conflict of law rules (whether of Ohio or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Ohio.

12. **Sponsor and Administrator:** The Giveaway is sponsored by The Kroger Company, 1014 Vine Street, Cincinnati, OH 45202-1100. This Giveaway is in no way sponsored, endorsed, or administered by, or associated with, Instagram.

13. **Results:** For the names of the winners of any prize over \$25, please send a self-addressed stamped envelope to The Kroger Company, 1014 Vine Street, Cincinnati, OH 45202-1100. Requests must be received within four (4) weeks of the end of the Entry Period.