

## KROGER SURVEY SWEEPSTAKES OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

**ELIGIBILITY:** The **Kroger Survey Sweepstakes** (the "Sweepstakes") is open to legal residents of the 50 United States including the District of Columbia (excluding FL, NY and RI), who are age 18 or older at the time of entry. Void in Florida, New York, Rhode Island, outside the U.S., in Puerto Rico, Guam, the U.S. Virgin Islands, outside the U.S., and wherever else prohibited by law. Employees of The Kroger Co. (the "Sponsor"), US Sweepstakes & Fulfillment Company (the "Sweepstakes Administrator") and their respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members (spouses, parents, children, and siblings and their spouses) of, and/or those living in the same household of each, are not eligible to enter. Sweepstakes is subject to all applicable federal, state and local laws and regulations.

**SWEEPSTAKES ENTRY PERIODS:** The Sweepstakes begins at 12:00:00 AM Central Time ("CT") on Saturday, October 1, 2022 and ends at 11:59:59 PM CT on Friday, May 26, 2023 (the "Sweepstakes Period").

**HOW TO ENTER:** There are two (2) ways to enter.

**Method #1:** Receipt Invite - To enter Entrants must, enter the required information located on the bottom of your specially marked Kroger receipt received from the participating Kroger locations (the "Receipt Information"), at <https://www.krogerstoresfeedback.com/> and answer any required guest satisfaction survey questions including Entrant's contact information. Entrants must follow online instructions at the designated website for entering Receipt Information. When the Receipt Information has been successfully entered and accepted (Receipt Information must be entered exactly as they appear or they may not be accepted), Entrants will be invited to complete a survey. The answers to the survey will have no effect on an Entrant's ability to enter or win. Upon completion of the survey, the Entrant will be invited to complete the entry form in its entirety and submit to receive one (1) Sweepstakes entry (the "Survey Entry") during the Survey Period in which the entry is received. Each Receipt Information may only be entered one (1) time during the Sweepstakes Period and cannot be re-used. All information received becomes the property of the Sponsor and will not be shared with or sold to any third party. Sponsor's computer is the official clock for this Sweepstakes. Proof of entry does not constitute proof of submission. All Receipt Information is subject to verification. Online Entrants are subject to all notices posted online including but not limited to the Sponsor's Privacy Policy which can be found at <https://www.kroger.com/i/privacy-policy> There is no limit to the number of receipt invite entries an Entrant can receive.

**Method #2: AMOE (Alternate Means of Entry)** - To enter the Promotion without making a purchase or without completing the survey, hand print your name, complete address, city, state, zip

code, daytime phone number, and birth date on a 3" x 5" card and mail it to: Kroger Survey Sweepstakes Entry, PO Box 728, Social Circle, GA 30025-728. Mailed entries must be postmarked by the Entry Period End Date and received by the date indicated in the chart below, to be eligible for that Survey Period's drawing. Each mail-in entry must be mailed in a separate outer envelope. No copies, facsimiles or mechanical reproductions will be accepted. Limit one (1) mail-in entry per post-marked envelope. Partially completed and/or mechanically reproduced entries or rubber-stamped entries will be void and ineligible. All entries received become the sole property of Sponsor and will not be returned. Sponsor will not be responsible for illegible, late, lost, mutilated, misdirected, postage due or stolen manual entries.

There is a limit of one (1) entry per day. All methods of entry have an equal chance of winning.

**SURVEY PERIODS:** There are eight (8) Survey Periods as defined in the chart below ("Survey Period"). **Entries must be received during the Survey Period to be eligible for that Survey Period drawing. Non-winning Survey Period entries will not be rolled over to subsequent Survey Periods.**

Survey Period	Entry Period Start Date: 12:00:01 AM CT on	Entry Period End Date: 11:59:59 PM CT	Mail-In Entry Received By Date:	Survey Period Drawing Date: on or about
1	10/01/22	10/31/22	11/07/22	11/10/22
2	11/01/22	11/30/22	12/07/22	12/12/22
3	12/01/22	12/31/22	01/07/23	01/10/23
4	01/01/23	01/31/23	02/07/23	02/10/23
5	02/01/23	02/29/23	03/07/22	03/10/23
6	03/01/23	03/31/23	04/07/23	04/11/23
7	04/01/23	04/30/23	05/08/23	05/10/23
8	05/01/23	05/26/23	06/02/23	06/09/23

**PRIZES/APPROXIMATE RETAIL VALUE ("ARV")/ODDS:**

Grand Prize: There will be eight (8) Grand Prizes available to be won. Each Survey Period there will be one (1) Grand Prize which will each consist of a \$5,000 in Kroger Gift Cards (ARV: \$5,000 each).

First Prize: There will be eight hundred (800) First Prizes available to be won. Each Survey Period there will be one hundred (100) First Prizes which will each consist of a \$100 in Kroger Gift Cards (ARV: \$100 each).

Total value of all Prizes per Survey Period is \$15,000.00.

Total value of all prizes available to be won: \$120,000.00. Limit: One (1) prize per person/household during the Survey Period.

Odds of winning a prize will depend upon the total number of eligible entries received for each Survey Period. There is a limit of one prize per person during the Sweepstakes Period.

**RANDOM DRAWINGS:** One (1) potential Grand Prize winner and one hundred (100) potential First Prize winners will be selected each Survey Period during the Sweepstakes Period in a

random drawing from among all eligible entries received for that Survey Period. The drawing for each Survey Period will be held based on the chart above. The drawings will be performed by the Sweepstakes Administrator, an independent representative of the Sponsor, whose decisions are final and binding in all matters related to this Sweepstakes.

**WINNER NOTIFICATION & VERIFICATION:** Potential Grand Prize winner will be notified via email and/or phone, and will be required to sign and return, within seven (7) days of notification, an Affidavit of Eligibility, a Liability Waiver, an IRS W-9 Form and where allowable, a Publicity Release (collectively, "the Releases"). These Releases will require the Grand Prize winner to furnish his/her Social Security Number for the sole purpose of tax reporting, as required by law. Noncompliance will result in disqualification and an alternate winner may be selected. The prize package will be awarded within approximately 45 days after the winner is verified.

Potential First Prize winners will be notified by email and requested to confirm their mailing address within 48 hours via return email. Prizes will be sent to the address on the entry form or new address provided via email within 4-6 weeks of winner being verified.

If a prize notification or prize is returned as undeliverable, or if winner is found to be ineligible or not in compliance with these rules that winner will be disqualified, and the prize may be awarded to an alternate winner in a separate random drawing. If Sponsor is unable to determine and verify a potential winner after repeated alternate drawings or if Sponsor fails to receive a sufficient number of entries to correspond to the number of prizes available to be awarded, Sponsor reserves the right to not award such prize(s).

**PRIZE CONDITIONS:** Prizes are not redeemable for cash. Prizes are not assignable nor transferable. No substitution is permitted except if prize is unavailable, in which case a prize of equal or greater value will be awarded. No cash in lieu of prizes and no exchange or substitution of prizes, except at the sole discretion of the Sponsor. Any other incidental expenses on prize not specified herein are the winner's sole responsibility. If the winner is a current member, the free membership can be awarded at the expiration of the winner's current membership.

Gift cards are not redeemable for cash and will not be replaced if lost or stolen. Gift card usage is subject to the issuing company's complete terms and conditions, including expiration dates.

Winners are responsible for all federal, state, local and income taxes associated with winning prize. Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

**GENERAL:** Participating entrants agree to these Official Rules and the decisions of the Sponsor and the Sweepstakes Administrator, and release the Sponsor, the Sweepstakes Administrator, and their affiliated companies, and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors and agents of each (the "Released Parties"), from all claims and liability relating to their participation in the promotion, and the acceptance and use/misuse of the prize offered. Winner assumes all liability for any injury or damage caused or claimed to be caused,

by participation in this Sweepstakes or use/misuse or redemption of the prize. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize.

In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any entrant or potential winner to provide Sponsor with proof that such party is the authorized account holder of the email address associated with the entry. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Released Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, you (i) agree to be bound by these official rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the Sweepstakes Administrator, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these official rules may result in disqualification from the Sweepstakes. Sponsor reserves the right to: (i) permanently disqualify from any Sweepstakes it sponsors any person it believes has intentionally violated these official rules; and (ii) withdraw a method of entry if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Sweepstakes). If for any reason this Sweepstakes is not capable of running as planned due to an infection by a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes, at which time, Sponsor will conduct a random drawing from among all eligible entries received at the time of the Sweepstakes termination.

**LEGAL WARNING:** ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**GOVERNING LAW AND LIMITATION OF LIABILITY:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of Ohio, without giving

effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

**DISPUTES:** The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in Hamilton County, Ohio and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award are final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Cincinnati, Ohio. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Cincinnati, Ohio. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

**PRIVACY:** Personal information collected from entrants are subject to the Sponsor's Privacy Policy, which can be found at <https://www.kroger.com/i/privacy-policy>.

**OFFICIAL RULES REQUEST:** To request a copy of the Official Rules, see <https://www.krogerstoresfeedback.com/> or send a self-addressed, stamped envelope by May 26, 2023, to: **Kroger Survey Sweepstakes Official Rules Request**, PO Box 654, Social Circle, GA 30025-654.

**WINNER CONFIRMATION REQUEST:** For a written confirmation of the winner (available after June 09, 2023), send a stamped, self-addressed envelope (no later than July 7, 2023), to: **Kroger Survey Sweepstakes Winner Confirmation Request**, PO Box 654, Social Circle, GA 30025-654.

**SPONSOR** The Kroger Co., 1014 Vine Street, Cincinnati, OH 45202.

**SWEEPSTAKES ADMINISTRATOR:** US Sweepstakes & Fulfillment Company, 625 Panorama Trail, Suite 2100, Rochester, NY 14625. 1-800-620-6044

**Void in FL, NY, RI, outside the U.S., in Puerto Rico, Guam, the U.S. Virgin Islands and wherever else prohibited by law.**

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