

**CUSTOMER SURVEY MONTHLY SWEEPSTAKES
OFFICIAL RULES**

*NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.
A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.*

OFFERED ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES (EXCLUDING FLORIDA, NEW YORK AND RHODE ISLAND) AND THE DISTRICT OF COLUMBIA (“U.S.”), AND OPEN ONLY TO LEGAL RESIDENTS OF THE U.S. AGED 18 YEARS OR OLDER. VOID WHERE PROHIBITED.

1. **ELIGIBILITY:** NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A purchase will not increase your chances of winning. Open to legal residents of the 50 United States (excluding Florida, New York and Rhode Island) and the District of Columbia (“U.S.”) who are 18 years of age or older at time of entry. Employees, officers and directors of The Kroger Co. (the “Sponsor”), its affiliates, subsidiaries, advertising and promotion agencies, and the immediate family members (spouses, siblings, children, parents, grandparents, grandchildren and spouses of the foregoing, regardless of where they live) or members of the same households (whether related or not) of such individuals are not eligible. Subject to all applicable federal, state and local laws and regulations. Void in FL, NY, RI and where prohibited.
2. **TO ENTER:** The Customer Survey Monthly Sweepstakes (the “Sweepstakes”) begins at 12:01 AM Central Time (“CT”) on September 1, 2019 and ends at 11:59 PM CT on November 30, 2019 (the “Sweepstakes Period”) and consists of three Entry Periods, one for each month the Sweepstakes is open. Entry Periods begin on the first day of the month and end on the last day of the month.

There are two ways to enter: online or by mail.

Enter online: Access the survey entry page via the website printed on cash register receipts distributed during the Sweepstakes Period at participating grocery retailers. You will be asked to respond to several questions regarding your most recent experience at the store, and to provide your name, address, telephone number and the survey code printed on the receipt. You will also be asked to provide additional information from your receipt, including the date of your store visit, time of your store visit, store #, terminal #, and transaction # (survey website provides detailed instructions as to where to find this information on your receipt). Online entries must be received by Sponsor by 11:59 PM CT on the last day of an Entry Period to be entered in the Sweepstakes and to be eligible for the random drawing applicable to that Entry Period.

Enter by mail: Hand print your name, complete address and telephone number on a postcard and mail to: Customer Survey Monthly Sweepstakes, PMI Station, PO Box 3547, Southbury, CT 06488-3547. Mail-in entries must be postmarked by the last day of an Entry Period and received by Sponsor no later than the eighth day of the following month to be entered in the Sweepstakes and to be eligible for the random drawing applicable to that Entry Period.

There is no limit to the number of times you may enter online or by mail, however each online entry is limited to one per receipt, and each mail-in entry must be mailed on a separate post card. For purposes of clarification, as printed receipts will only be generated following a customer experience, all no-purchase entries must be completed via mail as opposed to online; entry via mail is as statistically likely to win as an online entry.

3. **RANDOM DRAWINGS:** Three (3) random drawings will be conducted, each on or about the 10th day of the month following an Entry Period, the first being on October 10, 2019 and the last on

December 10, 2019. Entries for any given Entry Period will not be entered or otherwise included in any other Entry Period's random drawing. All drawings will be conducted by Promotion Mechanics, Inc. ("Sweepstakes Administrator"), an independent judging organization.

4. **PRIZES/ODDS OF WINNING:** The prizes offered in this Sweepstakes will also be offered to entrants in other versions of the Customer Survey Monthly Sweepstakes. Odds of winning for each drawing will be determined by the total number of eligible entries received in this and all other versions of the Customer Survey Monthly Sweepstakes. Promotion Mechanics, Inc. ("Sweepstakes Administrator"), an independent judging organization, will conduct a random drawing from among all eligible entries received for the specified Entry Period to award the following prizes:

The following prizes will be awarded in each random drawing:

One (1) Grand Prize, consisting of \$5,000 in Kroger gift cards (subject to terms and conditions accompanying the gift cards).

One hundred (100) First Prizes, each consisting of a \$100 Kroger gift card (subject to terms and conditions accompanying the gift card).

Winners will be notified by telephone, email and/or postal mail. Inability to contact a winner or the return of any prize notification as undeliverable will result in the prize being forfeited and awarded to an alternate winner, in Sponsor's sole discretion.

Potential Grand Prize winner will be required to complete an affidavit of eligibility, liability and (where legal) publicity release which must be returned within the time period specified in the notification letter. If such documents are not returned within the specified time period, then at Sponsor's sole discretion, a potential winner may be disqualified and an alternate potential winner selected. If a potential Grand Prize winner is 18 or older, as is required for entry, but not of the age of majority in his or her state of residence, the prize will be awarded in the name of a parent or legal guardian who will be required to sign all necessary affidavits and releases.

Limit one prize per person. Odds of winning will be determined by the number of eligible entries received for each Entry Period.

5. **GENERAL:** All taxes on the prizes are the sole responsibility of winners. Any winner of a prize valued at \$600 or more will be required to supply Sponsor with his/her social security number for tax purposes and will be issued an IRS 1099 Form for the value of the prize. By participating, entrants agree [a] to abide by and be bound by these rules and decisions of Sponsor and Administrator which shall be final in all respects relating to the sweepstakes, including without limitation the interpretation of these rules; [b] to release, discharge and hold harmless Sponsor, its subsidiaries, affiliates, advertising agencies, promotional agencies (including Administrator) and any other individual or company involved in the development or execution of the sweepstakes (the "Released Parties") from any and all injuries, liability, losses, damages, rights, claims and actions of any kind resulting from their participation in the Sweepstakes or their acceptance, use or misuse of a prize; and if a winner [c] to the use of his/her name, voice, image and/or likenesses for advertising, publicity and promotional purposes without further compensation (unless prohibited by law) and to execute specific consent to such use if asked to do so. Entries which contain false information, are incomplete, inaccurate or are otherwise forged, defective, or made outside authorized channels, including those which have failed due to malfunction or failure of phones, phone lines, telephone systems or networks, server, providers, computer equipment, software or any combination thereof of any kind, any human error or otherwise, shall be void. Released Parties are not responsible and shall not be liable for: [a] telephone, electronic, hardware or software program, network, Internet or computer malfunctions,

failures, or difficulties of any kind, including without limitation, server malfunction or by any error (human or otherwise) which may occur in the processing of entries; [b] failed, incomplete, garbled or delayed computer transmissions; [c] entries which are late, misdirected, unintelligible, garbled or incomplete, or are not recorded or cannot be completed for any reason; [d] late, lost, misdirected, mutilated, incomplete or illegible entries or postage-due mail; or [e] any condition caused by events that may cause the Sweepstakes to be disrupted or corrupted. If, for any reason whatsoever, this Sweepstakes, in Sponsor's sole opinion, is not capable of running as planned, including, but not limited to, by reason of infection by computer virus, tampering, fraud, technical failures, or any other cause which, in the Sponsor's sole judgment, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend this Sweepstakes and limit entries to those legitimately submitted prior to the action taken, and/or to award the prizes in such a manner as may be deemed fair and equitable by Sponsor in its sole discretion. No more than the stated number of prizes will be awarded. If due to a printing, technical or other error, or any other reasons cause more than the stated number of prizes, as set forth in these Official Rules, to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes (not yet awarded) by a random drawing from among all legitimate eligible prize claimants in that category. In the event of a dispute about the identity of an online participant, the online entry will be assigned to the authorized account holder of the email address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet Access Provider, online service provider, or other organization (e.g. business or educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. **CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.** All entries become property of Sponsor. No prize transfer or substitution by winner is allowed. These Official Rules and the conduct of the Sweepstakes shall be governed by the laws of the State of Ohio without regard to conflict of laws principles and any actions, claims or suits shall be held in a federal or state court located in State of Ohio. For a copy of these Official Rules, mail a self-addressed stamped envelope to be received by November 30, 2019 to: Kroger Sept.-Nov. 2019 Survey Sweepstakes Rules, PMI Station, PO Box 750-R, Southbury, CT 06488-0750. Additionally, a copy of these rules shall be posted during the Sweepstakes Period at www.krogerfeedback.com, www.fmjfeedback.com, and at all participating grocery-retailers (it being expressly understood that the Sponsor, in the sole exercise of its discretion, shall be entitled to limit, and intends to limit, the number of participating retailers from time to time).

6. **WINNER LIST:** To request a list of winners, mail a self-addressed, stamped envelope to be received by December 31, 2019 to: Kroger Sept.-Nov. 2019 Survey Sweepstakes Winner List, PMI Station, PO Box 750-W, Southbury, CT 06488-0750. List will be available after December 31, 2019.

Sponsor: The Kroger Co., 1014 Vine Street, Cincinnati, OH 45202

Sweepstakes Administrator: Promotion Mechanics, Inc., 87 South Main Street, Newtown, CT 06470