



TERMS & CONDITIONS

Must be signed and returned with enrollment form.

Effective Dates of the Kroger Community Rewards Program: The Kroger Community Rewards Program (referred to as "Program" or "KCR") will commence and become effective May 1, 2012, or the date the application is processed, whichever is later, and will terminate April 30, 2013 (the "Term") and may be extended at the discretion of The Kroger Company.

Program Terms and Conditions: Subject to the terms and conditions hereof, Kroger will contribute to eligible Organizations (as defined below) an amount that is equal to a portion of the total Eligible Purchases (as defined below) made by the Eligible Participants (as defined below).

Eligible Organizations: Eligible Organizations are qualified 501(c) 3 Non-Profit Organizations located in Michigan and who have submitted an application form, have agreed to all Terms & Conditions and received confirmation from Kroger.

Eligible Participants: Eligible Participants shall be Kroger Plus Card holders who are 18 years of age or older and who are legal residents of the city or state in which the Eligible Organization is located and/or who have either identified themselves as a participant of an Eligible Organization or who have been identified as a participant by an Eligible Organization. These are only members, family and friends of Eligible Organizations. Members must have a valid Kroger.com account and email address.

Eligible Purchases: Eligible Purchases shall consist of those retail purchases made at any Michigan Division Kroger Food Store by an Eligible Participant who presents a Kroger Plus Card at the time of purchase. If the card is not presented during a transaction, your organization's account will not be credited. Purchases of alcohol, tobacco, bottle deposit, government-assisted pharmacy expenses, postage stamps, Kroger gift cards and Green Dot Prepaid Cards, gift certificates, lottery and promotional tickets, fuel, fuel center purchases, office services and Sales Tax are excluded from eligible purchases. Eligible pharmacy purchases include out-of-pocket co-pays for non-government-assisted pharmacy programs.

Other Program Conditions:

- a) Eligible Organizations and Eligible Participants shall be solely responsible for the accuracy of all names submitted as Eligible Participants. Eligible Organizations shall agree to indemnify and hold Kroger harmless in connection with their identification or improper identification of any person.
- b) Solicitation to the General Population is prohibited and is grounds for exclusion from KCR. Only members, family and friends are eligible to participate in your organization.
- c) Eligible Organizations are prohibited from soliciting in front of or inside any Kroger Grocery Store, Fuel Center or public event.
- d) This is a stand-alone rebate program and any attempt by an organization to combine this program with any other Kroger affiliated rebate or discount program could result in exclusion from KCR.
- e) All proceeds derived from KCR must be used for charitable purposes within the communities Kroger serves and cannot be used for political, legal or administrative purposes. KCR has the discretion and right to terminate any Organization from the Program at any time if it is determined that any of the proceeds are used for political, legal or administrative purposes.
- f) No person is required to make payment of any kind in order to be issued a Kroger Plus Card.
- g) More than one Kroger Plus Card when linked together is considered a household. If a participant is issued a replacement Rewards Card (e.g., Kroger 1-2-3 Rewards Master Card), it is the responsibility of the participant to confirm that the card is linked properly and/or re-register their new Kroger Plus Card in the KCR program.
- h) If the customer is using an alternate ID (phone number) at the register, it is the responsibility of the card holder to confirm that the registered card is linked with their alternate ID (phone number).
- i) Kroger reserves the right to remove any group at anytime for any reason.

Payment Conditions:

- a) Total Eligible purchases made by the Eligible Organization's Eligible Participants will be calculated at the end of each three-month period during the Term. Purchase amounts by Eligible Participants during any one three-month period shall not count towards amounts purchased in any subsequent three-month period.
- b) Rebates will be paid and mailed only to the Organization identified on the Program Enrollment Application via check or in some cases will be personally delivered to your organization by your neighborhood Kroger Representative within one month of the close of each quarter. Rebates are paid quarterly in July, October, January and April based on the following quarters: 1) May through July; 2) August through October; 3) November through January; and 4) February through April.
- c) Minimum quarterly rebate payout is \$25 per Organization. In the event that an organization earns less than \$25 in a quarter, Kroger will hold the amount until the next quarter that the rebate exceeds \$25 or the end of the program Term, whichever come first.
- d) The amount of the rebate to be paid to an Eligible Organization at the end of each three-month period shall be determined in accordance with the following scale:
 - Kroger limits its maximum annual contribution to \$2,000,000 and its quarterly contributions to a maximum contribution of \$500,000 to be distributed among all participating eligible organizations.
 - Kroger limits a participating organization's earned contribution to a maximum of \$50,000 per quarter.
 - Kroger limits a participating household's earned contribution to a maximum of \$300 per quarter.
 - Minimum quarterly rebate payout is \$25 per organization. In the event that an organization earns less than \$25 in a quarter, Kroger will hold the amount until the next quarter that the rebate exceeds \$25 or the end of the program term, whichever comes first.
 - Your quarterly check will be mailed or personally delivered to your organization by a Kroger representative within one month of the close of each quarterly cycle.

Kroger reserves the right to evaluate the Program during the Term and to unilaterally modify the Program at any time and without any advanced notice to the Organization. When possible, the Organization will be given ten (10) days advance written notice of any changes to the Program. The Organization may elect to terminate its participation in the Program at any time. Kroger may elect to terminate the Program at any time. The Program is void where prohibited or restricted by law.

I have read and understand the terms and conditions of the KCR and agree to comply with and to be bound by said terms and conditions.

Name of Organization

Authorized Representative

Date

Print Name

The Kroger Company / Gift Services Department, 40399 Grand River, Novi, MI 48375

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Visit us on the web: www.krogercommunityrewards.com.