



## TERMS AND CONDITIONS

### **EFFECTIVE DATES OF THE KROGER COMMUNITY REWARDS PROGRAM**

The Kroger Community Rewards Program herein referred to as "KCR" will commence and become effective the date the application is processed, and will terminate on April 30<sup>th</sup>, 2017 (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 Ohio, Kentucky & Indiana 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 or who have either identified themselves as a participant of the Eligible Organization or who have been identified as a participant of the Eligible Organization. These are only members, family and friends of Eligible Organizations.

**Eligible Purchases:** Eligible Purchases shall consist of those retail purchases made at any Cincinnati 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. Purchase of Alcohol, Tobacco, Government Assisted Pharmacy Expenses, Postage Stamps, Kroger Co. Family of Stores Gift Cards, Green Dot Prepaid Reloadable Products, MoneyPaks, 1-2-3 Rewards Reloadable Visa PrePaid Debit Card, ReCharge Cards, American Express Variable Load Gift Cards, Visa Variable Load Gift Cards, MasterCard Variable Load Gift Cards, Bottle Deposits, Lottery and Promotional tickets, Money Orders, Western Union, Fuel, 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**

- 1.) Eligible Organizations and Eligible Participants shall be solely responsible for the accuracy of 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.
- 2.) 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.

- 3.) Eligible Organizations are prohibited from soliciting in front of or inside any Kroger Grocery Store, Fuel Center or public event.
- 4.) 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.
- 5.) All proceeds derived from KCR must be used for charitable purposes within the community 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's determined that any of the proceeds are used for political, legal or administrative purposes.
- 6.) No person is required to make payment of any kind in order to be issued a Kroger Plus Card.
- 7.) More than one Kroger Plus Card when linked together is considered a household. If a participant is issued a replacement Rewards Card, it is the responsibility of the participant to confirm that the card is linked properly and or re-enrolled the new Kroger Plus Card in the KCR program.
- 8.) 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 enrolled card is linked with their alternate ID (phone number).
- 9.) Kroger reserves the right to remove any group at any time for any reason.

#### **PAYMENT CONDITIONS**

- 1.) Total Eligible purchase 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 three month period shall not count towards amounts purchased in any subsequent three month period.
- 2.) Rebates will be paid and mailed only to the Organization identified on the Program Enrollment Application via check within 45 days of the close of each quarter. Rebates are paid quarterly in **August, November, February and May.**
- 3.) 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:
  - a. Kroger limits its maximum annual contribution to \$4,000,000 and its quarterly contribution to \$1,000,000 to be distributed among all participating eligible organizations
  - b. Kroger limits a participating organization's earned contribution to \$50,000 per quarter.
  - c. Kroger limits a participating household's earned contribution to \$300 per quarter.
  - d. Minimum quarterly 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.
  - e. Your quarterly rewards check will be mailed within 45 days after 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 notice of any changes to the Program at any time. 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.