



ACTIVE! Mind. Body. Community.

## Terms and Conditions

### Elementary and Middle Schools

**The Terms & Conditions Form must be read. Please initial the designated area on the school application form as acknowledgement.**

**Effective Dates of the Kroger 2009-2010 Earning Plus Learning Educational Incentive Program:** The Kroger 2009–2010 Earning Plus Learning Educational Rewards Program will commence August 10, 2009, and end on April 1, 2010.

- **Eligible Schools:** Eligible Schools are qualified 501(c)(3) nonprofit state-accredited elementary and middle schools who have submitted an application and reside within our Kroger Marketing Area (KMA), which encompasses Georgia, South Carolina, select stores in Alabama (including: Huntsville, Madison, Decatur, Hartselle, Auburn, Opelika and Lanett) and select stores in Eastern Tennessee (including: Knoxville, Harriman, Pigeon Forge, Sevierville, Seymour, Maryville, Fairfield Glade, Oak Ridge, Crossville, Farragut and Alcoa).

**Other Program Conditions:** All proceeds derived from the Kroger 2009–2010 Earning Plus Learning Educational Rewards Program must be used for a one-time purchase from one business towards items that fit into the following categories: Science and Math, Liberal Arts, Literature, Sports and Fitness, or Technology and cannot be used for political, illegal, or any other purposes.

#### **Description of Funds**

A one-time award of \$2500 for "Grand Prizes" and \$1000 for "Honor Prizes" will be paid via check to the business chosen by the school to purchase items that fit into the approved categories. The Kroger Co. reserves the right to refuse to pay the business of choice and request an alternate business be chosen. Maximum purchases including taxes, shipping and handling and all applicable fees not to exceed \$2500 for "Grand Prize" and \$1000 for "Honor Prize" winners. Schools will receive checks personally during an awards ceremony. Contributions will be paid in the spring of the current school year to the winning schools. Twenty two schools (11 elementary and 11 middle schools) will receive a \$2500 Grand Prize and 363 schools (elementary and middle schools combined) will receive a \$1000 Honor Reward. Winners will be notified by phone or mail by April 30, 2010.

#### **Winner Selection**

Local and regional community leaders chosen by each Zone Manager will select the winners. Selection is based on the schools creative submission of the current Earning Plus Learning theme. Winners will be notified by phone or mail by April 30, 2010.

#### **Conditions of Award**

The Kroger Co. reserves the right to evaluate the program during the term and to unilaterally modify the program at any time without any advance notice to the school. When possible, the school will be given thirty (30) days advance written notice of any changes to the program. The school can elect to terminate its participation in the program at any time. The Kroger Co. can elect to terminate the program at any time. The Kroger 2009–2010 Earning Plus Learning Educational Rewards Program is void where prohibited by law.

Submitting an entry constitutes acceptance of these terms and conditions and the final decision as to the winners. By accepting the award, the winner accepts the award conditions and grants permission, where legal, to use winner's name and/or likeness for advertising and publicity purposes without compensation and, upon request, provide consent to such use in writing.

#### **Limitation of Liability**

The Kroger Co. reserves the right to cancel or modify the program if fraud or technical difficulties compromise the integrity of the program as determined by The Kroger Co., in its sole discretion. Applicants agree to release, discharge, and hold harmless The Kroger Co., its parents, subsidiaries and affiliates, and all co-sponsors from and against any and all claims, demands, losses, and liabilities arising out of this program or the awards now or in the future.

**ELEMENTARY AND MIDDLE SCHOOL AFFIDAVIT OF ELIGIBILITY AND RELEASE**

\_\_\_\_\_ ("School'), as an award winner of the Learning Educational Incentive Program acknowledges receipt of \$\_\_\_\_\_. The School hereby releases The Kroger Co., each co-sponsor of the program and each of their parent, subsidiary, affiliated and successor companies and each of their respective employees, officers, directors, agents, and representatives, from responsibility for any and all losses, injuries, damages and expenses The School or its guests might suffer or incur as a result of my acceptance of this award. The School willingly assumes the risks, known and unknown, associated with its acceptance of this prize.

The School certifies that it satisfies the program's eligibility requirements, including, but not limited to, the following: it is a qualified 501(c)(3) nonprofit state-accredited elementary or middle school and reside within the Kroger Marketing Area (KMA), which encompasses Georgia, South Carolina, select stores in Alabama (including: Huntsville, Madison, Decatur, Hartselle, Auburn, Opelika and Lanett) and select stores in Eastern Tennessee.

The School understands that The Kroger Co. may utilize the services of an agent or business partner to deliver the award to it. In connection with the awarding of my funds, The School understand and acknowledge that The Kroger Co., may need to disclose its name, address and phone number to such company for this purpose only. The School hereby releases Kroger from and against any and all claims relating to the disclosure of my name, address and phone number by The Kroger Co. to such company for the above purpose.

The School understands that it is responsible for any and all federal, state, and local taxes and any title, licensing, and registration fees arising out of my winning the above award. The School understands that it has 30 days to claim this award. The School further agrees that The Kroger Co. or its affiliate may use its name, address, photograph or likeness for promotional purposes.

**I certify that the foregoing statements are correct. I understand that the School will be disqualified from the contest if any false or misleading statements have been made in this document.**

Signature of Witness \_\_\_\_\_ Date \_\_\_\_\_ Winner's Name (Print) \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Winner's Name (Signature)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

**\*\*\*Kroger use only \*\*\***

Witnessed and Received by:

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title/Department: \_\_\_\_\_ Office phone: \_\_\_\_\_