



Healthy Living

Terms and Conditions

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

Effective Dates of the Kroger 2011-2012 Earning Plus Learning Program: The Kroger 2011-2012 Earning Plus Learning Program will commence August 1, 2011, and end on February 29, 2012.

- **Eligible Schools:** Eligible Schools are qualified 501(c)(3) nonprofit state-accredited elementary 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 2011-2012 Earning Plus Learning Program must be used for the purchase of items to benefit students academically and are not to be used for political or illegal purposes.

Description of Funds

Up to \$5000 in educational funds will be awarded, based on eligible entries. \$1500 for Honorable Mention will be paid via check to the school.

Winner Selection

All entries will be reviewed by a panel of judges comprised of Kroger Management as well as District and Corporate Staff. Selection is based on the schools creative submission of the current Earning Plus Learning program theme. Winners will be notified by phone or mail by February 29, 2012.

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 2011-2012 Earning Plus Learning 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.