

OFFICIAL RULES. NO PURCHASE NECESSARY TO ENTER THE SWEEPSTAKES.

A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.

- 1. Sweepstakes Timing:** The Kroger Comforts Sweepstakes (the “Sweepstakes”) begins at 12:00 am Eastern Time (“ET”) on July 21, 2024 and ends at 11:59 p.m. ET on October 12, 2024 (the “Sweepstakes Period”). The Sweepstakes Period will consist of three (3) entry periods (each an “Entry Period”) as described in the chart below. Each Entry Period will begin at 12:00 a.m. ET on the start date listed and end at 11:59 p.m. ET on the end date listed.

<u>Entry Period</u>	<u>Start Date</u>	<u>End Date</u>
1	July 21, 2024	August 17, 2024
2	August 18, 2024	September 14, 2024
3	September 15, 2024	October 12, 2024

- 2. Eligibility:** The Sweepstakes is open only to legal residents of the 50 United States and the District of Columbia who are 18 years of age or older as of date of entry and who are expecting a child or are the parent or legal guardian of child(ren) under the age of 3 years. Employees of The Kroger Co. (the “Sponsor”), the National Diaper Bank, and their immediate family members (spouses, parents, children, and siblings and their spouses) and household members of each (whether related or not), are not eligible to participate or win. Void where prohibited by law. All federal, state, and local laws and regulations apply.
- 3. HOW TO ENTER THE SWEEPSTAKES:** There is **NO PURCHASE NECESSARY to participate in the Sweepstakes. A purchase does not increase your chances of winning.** You may enter the Sweepstakes by visiting comfortssweepstakes.com and completing the registration form to earn one (1) entry into the applicable Entry Period drawing and any subsequent Entry Period drawings. Entries will roll over to subsequent Entry Period drawings, if any. Limit one (1) entry per person during the Sweepstakes Period. For every entry submitted, Sponsor will donate one diaper (in the form of a check for the average cost of a Comforts™ diaper at \$0.24) to the National Diaper Bank and each entrant will be sent one (1) coupon for \$1 off Comforts™ diapers. Sponsor will donate up to 35,000 diapers (\$8,530) to the National Diaper Bank. Any attempt by any entrant to enter by using multiple/different email addresses, mailing addresses, identities, registrations and logins, or any other methods will void such entries and that entrant may be disqualified. Use of any automated or computer system to participate online is prohibited and will result in disqualification. Standard data fees/rates may apply. See your wireless provider for pricing plan details.
- 4. Privacy:** By entering this Sweepstakes, you agree to and accept the privacy policy below. Any personal information that a participant provides in connection with the Sweepstakes shall be used by Sponsor and its agencies to administer this Sweepstakes, contact participants, and for the other purposes set forth in the Sponsor’s privacy policy located at <https://www.kroger.com/i/privacy-policy>.
- 5. Random Drawings:** Three (3) winners for Entry Period 1; three (3) winners for Entry Period 2; and four (4) winners for Entry Period 3 will be selected in separate random drawings on or about the next business day following the end date of the Entry Period from among all eligible entries received prior to the end date of each Entry Period. Drawings will be conducted by a judging agency of the Sponsor whose decisions are final on all matters relating to the Sweepstakes. Odds of winning a prize (“Prize”) are dependent upon the total number of eligible entries received for each Entry Period.
- 6. Winner Notification:** Each Prize winner will be required to complete, sign and return via email, a Declaration of Eligibility/Release of Liability and, where lawful, a Publicity Release as prepared by the Sponsor within three (3) days of attempted notification or Prize will be forfeited and an alternate winner will be chosen. Return of any notification as undeliverable or if a potential winner is not eligible, it will result in disqualification and alternate selection.

- 7. Prize (10, as broken out above):** A year's worth of Comforts™ diapers, awarded in the form of a \$650 digital Kroger gift card. Separate gift card terms and conditions apply. No transfer or substitution for Prize permitted, except at the sole discretion of the Sponsor for any reason, and, in such circumstance, an alternate Prize of equal value will be awarded and the Sponsor's obligation to the winner will be fulfilled, and no other additional compensation will be provided. All taxes related to the Prize are the sole responsibility of each winner.
- 8. General Rules:** By participating in the Sweepstakes, entrants agree to be bound by these Official Rules and the decisions of the Sponsor. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. Entries become the property of the Sponsor. The Sponsor and its agencies are not responsible for technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in the website or the Sweepstakes or by any human error which may occur in the processing of the entries in the Sweepstakes or for any liability for damage to any computer system resulting from participation in, accessing or downloading information in connection with the website or Sweepstakes. In the event of a dispute as to any entry, the authorized account holder of the email address used at time of entry will be deemed to be the entrant. Winner may be required to show proof of being the authorized account holder of the email address provided at time of entry. Proof of entering does not constitute proof of delivery or receipt of such information. Sponsor (as identified in these Official Rules) is not responsible for the failure of any email or entry to be received by Sponsor on account of technical problems or congestion on the internet or at any website. The Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or website; violates the Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. **Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes or website may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.** Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If, for any reason, the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes or any website, then the Sponsor reserves the right at its sole discretion to cancel the Sweepstakes and select the winners from among all eligible entries received for each Entry Period prior to cancellation (if any). By entering the Sweepstakes, you hereby represent and warrant that you have read these Official Rules and are fully familiar with its contents.
- 9. Release and Limitations of Liability/Publicity Release:** By participating in the Sweepstakes, each entrant agrees that Sponsor, the National Diaper Bank, their respective parents, subsidiaries, affiliated companies, agents, retailers, advertising and promotion agencies (collectively, "**Sweepstakes Indemnities**") and each party's respective affiliates, officers, directors, agents, and employees will have no liability or responsibility for any claim arising in connection with participation in the Sweepstakes or the awarding of the Prizes. The winners assume all liability for any injury or damage caused, or claimed to be caused, by participation in the Sweepstakes or use or redemption of the Prizes. By entering the Sweepstakes, you acknowledge that you, not Sponsor, are responsible for the contents of any material submitted in relation to the Sweepstakes. Entrants waive the right to claim any damages whatsoever from the Sweepstakes Indemnities including, but not limited to, punitive, consequential, direct, or indirect damages. You hereby agree that the Sweepstakes Indemnities have the right to use your name, likeness or any other rights granted to Sponsor, including any claims, including but not limited to, trademark, copyright, or other intellectual property rights, right of publicity, right of privacy or defamation in Sponsor's sole discretion.
- 10. Governing Law:** The Sweepstakes and the Official Rules shall be exclusively governed by and construed in accordance with the laws of the state of Ohio, without regard to conflicts of law provisions. Entrants submit to exclusive personal jurisdiction in Ohio and agree that any dispute shall be brought in the state or federal courts in Ohio. You agree that: (a) any and all disputes, claims and causes of action arising out of, or connected with the Sweepstakes or any Prize

awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Ohio; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorney's fees; and (c) notwithstanding the foregoing, you waive the right to claim any damages, whatsoever, including, but not limited to, punitive, consequential, direct or indirect damages.

- 11. Winners List:** To receive a Winners List by email, send an email to: winners@dja.com with The Kroger Comforts Sweepstakes (01-2911-10) as the subject line. Requests must be received by November 30, 2024.
- 12. Sponsor:** The Sponsor of the Sweepstakes is The Kroger Co., 1014 Vine Street, Cincinnati, Ohio 45202-1100.