

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. EXCEPT FOR THE MARKS OF THE SPONSOR (ADDRESSED BELOW), ENTRY MUST NOT CONTAIN ANY THIRD-PARTY TRADEMARKS, LOGOS, TRADE DRESS OR PROMOTION OF ANY BRAND, PRODUCT, OR SERVICE.

YOU MUST HAVE A PUBLIC FACEBOOK® OR INSTAGRAM® ACCOUNT TO PARTICIPATE OR VISIT US IN-PERSON AT OUR BOOTH AT THE WELLNESS EXPERIENCE.

1. ELIGIBILITY: The Wellness Experience Contest (“Contest”) will be held on August 20, 2021, beginning at 10:00 a.m. Eastern Standard Time (“EST”) and ending at August 29, 2021 11:59 p.m. EST (“Contest Period”). The time shall be determined by Sponsor’s timekeeping systems, and Sponsor may also rely on the time processing functions of third parties. Sponsor shall have the sole discretion in determining the timeliness of any action or inaction related to this Contest.

The Contest is open to (i) legal residents of the US (including DC); and (ii) who are at least 18 years old and the age of majority in their jurisdiction of residence as of the date of entry. Void where prohibited. Employees of The Kroger Co., Simple Truth (“Sponsor”), and Brandominium LLC and their parent companies, subsidiaries, affiliates, advertising agencies, public relations agencies, prize suppliers, including any vendors providing services in connection with this Contest (collectively, the “Sponsor Affiliates”), and employees, agents, directors, officers (including members of their immediate family – i.e., spouse, mother, father, in-laws, grandmother, grandfather, brother, sister, children and grandchildren – or those living in the same household) of Sponsor or any Sponsor Affiliates are not eligible to participate in the Contest. Contest is subject to all applicable federal, state, and local laws. Persons belonging to or affiliated with a professional acting, theater, or film-making organization, such as SAG or AFTRA, are not allowed to compete in the Contest or participate in any entry. Professional actors and filmmakers, whether full-time or part-time, are allowed to compete so long as they do not belong to any professional organizations connected with the entertainment industry that would cause Sponsor to pay the entrant or any other person a fee or any other benefit for taking part in any Contest event.

2. HOW TO ENTER: To enter the Contest, complete the following steps during the Contest Period.

1. View Sponsor’s post(s) on Facebook or Instagram (each, a “Participating Social Media Platform”) presenting the Contest or visit the Simple Truth Wellness Experience Booth at The Banks in Cincinnati, Ohio.
2. Post your guess as to how many items are in the box in the photo or fill out a paper form with your contact info and guess of how many items are in the basket on-site.
3. All social media guessers must have their guess in the comments of either Instagram or Facebook. In-Person participants must leave their guess in the designated jar on-site.

Entries submitted in compliance with the foregoing and all other terms in these Official Rules are hereafter “Entries” or, individually, an “Entry.”

Limit: one (1) Entry per person, regardless of which Participating Social Media Platform or In-Person submission is used.

PLEASE NOTE: A Facebook or Instagram account is required to participate in this Contest if submitting your entry via Social Media. If you do not have an account with these Participating Social Media Platforms, visit (as applicable) Facebook.com, Instagram.com, the Apple iTunes® Store, or Google Play® to download for free. **Standard data rates apply.**

Entrants must adjust their Participating Social Media Platform account settings to allow for receipt of messages from Sponsor and @simpletruth4u or @SimpleTruth. For this purpose, entrants must set their account settings to “Public” and take any further necessary steps to ensure receipt of any communication from Sponsor. It is entrant’s sole

responsibility to take any steps necessary to adjust their account settings to permit entrant to receive messages from Sponsor. Any Entrant's failure or inability to receive any message(s) from Sponsor for any reason shall be deemed a failure by such entrant to comply with these rules, and any such entrant shall be disqualified from the random drawing. Similarly, Sponsor shall not be liable for any lost, misdirected, or otherwise unreceived or illegible messages from entrants. By entering this Contest, each entrant agrees that the Sponsor may contact the entrant by direct message via entrant's Instagram accounts provided upon registration, to administer and fulfill this Contest.

By participating in the Contest, you agree to be bound by Sponsor's Privacy Policy (<http://kroger.com/privacypolicy>), and by the terms of service and privacy policies of your selected Participating Social Media Platform:

- Facebook
 - Terms of service (<https://www.facebook.com/legal/terms>), privacy policy (<https://www.facebook.com/about/privacy>).
- Instagram
 - Terms of service (<https://instagram.com/legal/terms>), privacy policy (<https://instagram.com/legal/privacy>)

Sponsor is not responsible for lost, late, misdirected entries or entries not received regardless of cause. The use of multiple identities and/or accounts is prohibited, and any attempt to obtain more than the stated number of entries will void that participant's entries and may result in participant's disqualification. Incomplete, forged, altered, automated, mechanically reproduced, lost, late, misdirected, garbled, or illegible entries, or entries that do not meet the size or formatting requirements specified above, will be disqualified. Sponsor will not be responsible for failure to receive entries due to transmission failures or technical failures of any kind, including, without limitation, malfunctioning of any network, hardware or software, whether originating with sender, Sponsor, or Sponsor's Contest application service provider. In the event of a dispute, all Entries will be deemed to have been submitted by the owner of the ISP account from which they were sent, provided that such person satisfies all other Contest eligibility requirements. For these purposes, an ISP account holder shall mean the natural person assigned to such ISP account by the Internet access provider, online service provider or other organization responsible for assigning ISP addresses for the domain associated with such ISP account.

4. ENTRY RESTRICTIONS: Your entry (1) must be suitable for a general audience; (2) **cannot** contain any private, sexually explicit, disparaging, libelous, or other inappropriate content (all as determined in the sole discretion of Sponsor); (3) **cannot** contain any commercial content that promotes any product(s) or service(s) other than Sponsor; (4) **cannot** contain any trademarks, copyrighted works or other intellectual property (other than works and intellectual property that you own, or for which you have obtained royalty-free rights for Sponsor to use in connection with this Contest (collectively, "Authorized Assets"). Any elements appearing in your entry must be entirely original, created by you, be in the public domain, or be an Authorized Asset. Use of any materials that are not original to you, not in the public domain, or that are not an Authorized Asset may result in disqualification. Sponsor reserves the right to disqualify any entry that violates the foregoing restrictions, as determined by Sponsor in its sole discretion.

Sponsor reserves the right in its sole discretion to not consider any Entry for the Contest if it believes the Entry violates or potentially violates any of the foregoing requirements or otherwise fails to comply with any provision of these Official Rules. You agree to reimburse Sponsor in full in respect of any losses, damages, and expenses, including reasonable legal fees (including, where permitted, reasonable attorney fees) that they may sustain from the breach of a representation or warranty made by you or the use of any rights granted by you to Sponsor hereunder. By entering, you warrant that your Entry or entries comply with the requirements set out above including those at (i)–(v) above. By entering, you will and hereby you hereby grant to Sponsor a perpetual, irrevocable, exclusive, worldwide, royalty-free, sub-licensable, freely assignable license to reproduce your Entry and to otherwise use, exploit, copy, modify, adapt, edit, publish and display the Entry in any form, manner, venue, media or technology now known or later developed for any and all purposes, including, without limitation, for purposes of commercial or trade purposes, advertising, and promotion as Sponsor and its licensees or assignees determine, without further compensation, notification, or permission. Further, by entering, you hereby waive any moral rights you may have in any Entry in favor of the Sponsor.

By submitting your Entry you also grant to Sponsor the worldwide, perpetual, irrevocable, fully sub-licensable, and freely transferable right, but not the obligation, to use any and all names, identities, titles, likenesses, distinctive appearances, physical likenesses, images, portraits, pictures, photographs (whether still or moving), screen personas, voices, vocal styles, statements, gestures, mannerisms, personalities, performance characteristics, biographical data, signatures, and any other indicia or imitations of identity or likeness listed, provided, referenced, or otherwise contained in the Entry and/or image (all attributes, collectively, per person, a “Persona”) for purposes of advertising and trade, in any format, medium, or technology now known or later developed without further notice, approval, or compensation, unless prohibited by law.

- 5. WINNER SELECTION:** At or about 1:00 p.m. EST on August 30, 2021, Sponsor will select among all eligible Entries received and select 1 winner.

Odds of winning depend on number of eligible entries received.

6. PRIZES: Upon verification of eligibility and compliance with these Official Rules, the potential winners will receive the following prize:

- A \$250 Kroger Co. Gift Card
- The box of Simple Truth items in the box they are guessing about.

All prizes are awarded “AS IS.” Neither Sponsor nor Sponsor Affiliates make or offer any warranty or guarantee, either express or implied (including, without limitation, quality, merchantability and fitness for a particular purpose) in connection with this Contest or any prize. No issuer of any offered prize is sponsoring this Contest. Prize details and availability are subject to change, in which case a prize of equal value may be substituted at Sponsor’s sole discretion. Prizes consist only of the items listed, are non-transferable, with no cash redemption or substitution except at Sponsor’s sole discretion. Sponsor will determine all prize details (brand, model, size, etc.) in its sole discretion. Federal, state, or local taxes on prizes, if any, and any other costs, fees or expenses not listed above are the sole responsibility of each winner.

7. WINNER NOTIFICATION: Each potential winner will be notified on or about 1 day after the winners’ selection process via direct message on the social media platform of entry, or at the telephone number and/or email provided on the potential winner’s Entry form.

In order to claim a prize, potential winners must respond to Sponsor’s notification forty-eight (48) hours of notice or attempted notice. Potential winners may be required to complete an affidavit of eligibility, and a liability and publicity release (except where prohibited by law), which must be notarized and returned five (5) business days of notification.

Sponsor’s inability to reach a potential winner after a reasonable (as solely determined by Sponsor) effort has been made, the failure of a winner to timely respond to a prize notification, the return of any prize notification as undeliverable, and/or a potential winner’s failure to comply with any term or condition of these Official Rules may, in Sponsor’s sole discretion, result in such potential winner’s disqualification and the selection of a substitute winner which will be randomly selected.

A PARTICIPANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL SPONSOR HAS COMPLETED ITS VERIFICATION OF PARTICIPANT’S ELIGIBILITY.

A winner may waive the right to receive a prize. Prizes are non-assignable and nontransferable and cannot be redeemed for cash. No substitutions allowed by winner. Prizes and individual components of prize packages are subject to availability. Sponsor reserves the right to substitute prizes or components of prize packages with a prize or component of equal or greater value. Winner is solely responsible for reporting and payment of any taxes on a prize. Winner may be required to provide his/her valid Social Security Number to Sponsor for tax purposes and/or complete an IRS W-9 form in order to claim a prize. Winners are solely responsible for all federal, state and local taxes on prize value and, as applicable, will be issued an IRS Form 1099 based on the prize value determined by Sponsor. Prizes not

won and claimed by eligible winners in accordance with these Official Rules will not be awarded and will remain the property of Sponsor.

8. PARTICIPATION: By participating, participants agree to be bound by these Official Rules and the decisions of Sponsor, which are final and binding in all respects. Sponsor reserves the right to disqualify persons found tampering with or otherwise abusing any aspect of this Contest as solely determined by Sponsor. In the event the Contest is compromised by a virus, non-authorized human intervention, tampering or other causes beyond the reasonable control of Sponsor which corrupt or impair the administration, security, fairness or proper operation of the Contest, Sponsor reserves the right in its sole discretion to suspend, modify or terminate the Contest. Should the Contest be terminated prior to the stated expiration date, Sponsor reserves the right to award prizes based on the entries received before the termination date. Proof of sending or submission of an entry will not be deemed proof of receipt by Sponsor.

9. AUTHORIZATION: BY ENTERING THE CONTEST, YOU REPRESENT AND WARRANT THAT (I) YOUR ENTRY IS ORIGINAL, WAS LEGALLY OBTAINED AND CREATED, AND DOES NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OR OTHER LEGAL, EQUITABLE, OR MORAL RIGHTS OF ANY THIRD PARTY; (II) YOU HAVE OBTAINED PERMISSION TO SUBMIT YOUR ENTRY FROM EVERYONE NAMED, DESCRIBED, OR APPEARING IN YOUR ENTRY AND FROM THE OWNERS OF ALL LOCATIONS APPEARING IN YOUR ENTRY, AND YOU CAN MAKE THOSE AUTHORIZATIONS AVAILABLE TO SPONSOR UPON REQUEST; (III) THE ENTRY YOU ARE SUBMITTING HAS NOT PREVIOUSLY BEEN PUBLISHED OR ACCEPTED FOR PUBLICATION AND IS NOT CURRENTLY UNDER CONSIDERATION FOR PUBLICATION; AND (IV) YOU WILL NOT DISSEMINATE OR OTHERWISE SUBMIT YOUR ENTRY TO ANY OTHER ENTITY FOR PUBLICATION.

10. PUBLICITY RELEASE: BY ENTERING THE CONTEST, YOU AGREE THAT SPONSOR, SONY MUSIC ENTERTAINMENT, BRANDOMINIUM, LLC, FACEBOOK, INC., INSTAGRAM, INC., BYTEDANCE, LTD., AND THEIR SUBSIDIARIES, AFFILIATES, SUPPLIERS, DISTRIBUTORS, ADVERTISING/PROMOTION AGENCIES, AND PRIZE SUPPLIERS AND EACH SUCH COMPANY'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES") HAVE THE ABSOLUTE RIGHT AND PERMISSION TO PUBLISH YOUR ENTRY ON THE WEBSITE AND TO BROADCAST, PUBLISH, OR OTHERWISE USE YOUR ENTRY AND/OR YOUR NAME, BIOGRAPHICAL INFORMATION, AND LIKENESS IN CONNECTION WITH THE CONTEST OR FOR ANY COMMERCIAL, PUBLICITY, OR PROMOTIONAL PURPOSE WITHOUT LIMITATION, REVIEW OR APPROVAL, OR COMPENSATION TO YOU. BY ENTERING, YOU GRANT THE RELEASED PARTIES AN EXCLUSIVE, ROYALTY-FREE AND IRREVOCABLE LICENSE AND RIGHT (BUT NOT THE OBLIGATION) TO TELECAST, BROADCAST, COPY, EDIT, ADAPT, MODIFY, REPRODUCE, PUBLISH, CREATE DERIVATIVE WORKS OF, DISTRIBUTE, USE, OR OTHERWISE PUBLICLY DISPLAY ANY OR ALL OF YOUR ENTRIES, OR ANY PORTION THEREOF, IN ANY MANNER OR MEDIUM THROUGHOUT THE WORLD IN PERPETUITY, FOR COMMERCIAL, PUBLICITY, OR PROMOTIONAL PURPOSES, AND TO LICENSE OTHERS TO DO SO, WITHOUT LIMITATION, REVIEW OR APPROVAL, OR COMPENSATION TO YOU.

11. INDEMNIFICATION: If Sponsor's use of your entry causes Sponsor to be subject to a claim by any third party, you agree to indemnify and hold harmless the Released Parties, and all persons acting by, through, under or in concert with them, against any and all damages, costs, judgments and expenses (including reasonable attorney's fees) which the Released Parties (or any one of them) may incur as a result of the use of your entry.

12. RELEASE: BY PARTICIPATING IN THE CONTEST, EACH PARTICIPANT AGREES TO FULLY RELEASE, FOREVER DISCHARGE AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY CLAIMS, COSTS, LIABILITIES, LOSSES, INJURIES, AND DAMAGES ARISING OUT OF

THE CONTEST, INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS FOR PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, LOSS OF ENJOYMENT, OR ANY OTHER HARM WHATSOEVER ARISING OUT OF: (1) PARTICIPATION IN THE CONTEST; (2) THE QUALITY, RECEIPT, POSSESSION, USE, OR MISUSE OF ANY PRIZE; OR (3) ANY TRAVEL OR ACTIVITY THAT IS RELATED TO THE CONTEST OR ANY PRIZE.

13. LIMITATIONS OF LIABILITY: BY PARTICIPATING IN THE CONTEST, PARTICIPANTS ACKNOWLEDGE AND AGREE THAT EVERYTHING REGARDING THIS CONTEST, INCLUDING THE WEBSITE AND THE PRIZE(S), ARE PROVIDED “AS IS” AND THAT SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT THE PRIZE(S) AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF THE RELEASED PARTIES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.)

THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR: (1) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY PARTICIPANTS, PRINTING OR PRODUCTION ERRORS, OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR EMPLOYED IN THE CONTEST; (2) TECHNICAL FAILURES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO MALFUNCTIONS, INTERRUPTIONS, OR DISCONNECTIONS IN PHONE LINES OR NETWORK HARDWARE OR SOFTWARE; (3) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE ENTRY PROCESS OR THE CONTEST; (4) TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE CONTEST, THE PROCESSING OF ENTRIES, OR THE NOTIFICATION OF ANY WINNER; OR (5) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM A PARTICIPANT’S PARTICIPATION IN THE CONTEST OR RECEIPT OR USE OR MISUSE OF ANY PRIZE.

Only the number of prizes stated in these Official Rules is available to be won in the Contest. In the event that production, technical, seeding, programming, or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award the prize based upon which entries received the highest scores according to the judging criteria.

14. CONSTRUCTION: The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

15. NO AFFILIATION: This Contest is in no way sponsored, endorsed or administered by, or associated with, Sony Music Entertainment, Facebook or Instagram. Any questions, comments or complaints regarding the Contest should be directed to Sponsor.

16. SPONSOR: The “Elevated Grilling Contest” is sponsored by Simple Truth, The decisions of Sponsor regarding the selection of winners and all other aspects of the Contest shall be final and binding in all respects. Sponsor will not be responsible for typographical, printing or other inadvertent errors in these Official Rules or in other materials or announcements relating to the Contest. For a list of winners (available after August 20, 2021) or a copy of these Official Rules, visit bestrecipeonearth.com. If you have any questions regarding this Contest, please contact kroger@brn.digital.

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