

ORGANIZATION TERMS & CONDITIONS

The Terms & Conditions form must be signed and returned with the Organization Application form. The Kroger Neighbor to Neighbor Donation Program will commence July 1, 2009 and end on April 30, 2010. Your accumulation will begin when participants start scanning their enrolled Kroger *Plus* Cards upon checkout at Kroger.

Program Terms & Conditions: Subject to the terms and conditions herein, The Kroger Co. 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) nonprofit state-accredited organizations, churches, and schools K-12 who have submitted an application and reside within our Division, which encompasses Louisiana and Texas.

Eligible Participants: Eligible Participants shall be Kroger *Plus* Card holders who are legal residents of the states in which the eligible organization is located and who have enrolled their Kroger *Plus* Card in the Kroger Neighbor to Neighbor Donation Program.

Eligible Purchases: Eligible Purchases shall consist of those retail purchases made at any participating Kroger store (as defined above) by an eligible participant who presents an enrolled Kroger *Plus* Card at the time of purchase. If the Kroger *Plus* Card is not presented during a transaction, your organization's account will not be credited. Purchases of alcohol, tobacco, pharmacy, postage stamps, gift cards/certificates, lottery/promotional tickets, fuel, sales tax and all other items excluded by law are ineligible purchases.

Other Program Conditions: Proceeds must be used for a charitable purpose and cannot be used for political or illegal purposes. No person is required to make payment of any kind in order to be issued a Kroger *Plus* Card. Total eligible purchases made by the eligible organization's participants will be calculated at the end of the accumulation period. The amount of the contribution to be paid to an eligible organization at the end of each Kroger Neighbor to Neighbor year shall be determined in accordance with the following:

1. The fund is created by The Kroger Co. contributing an amount equal to a percentage of the Eligible Purchases not to exceed \$12,500 per household during the term.
2. The Kroger Co. will pay out a total of \$1 million. Each organization will receive a percentage of the fund equal to the percentage of the total earned contributions attributable to that organization.

Contributions will be paid annually via check and mailed to the organization's primary contact identified on the Organization Application. For schools, it will be mailed to the principal and the funds distributed at their discretion. Any organization that does not qualify for a minimum of a \$25 payout will not be issued a check.

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 organization. When possible, the organization will be given thirty (30) days advance written notice of any changes to the program. The organization can elect to terminate its participation in the program at any time. The Kroger 2009-2010 Neighbor to Neighbor Donation Program is void where prohibited by law. Only one Kroger 2009-2010 Neighbor to Neighbor Donation Program account is allowed per organization and cannot be combined with any other Kroger fund-raising program. ***In fairness to all participating organizations, solicitation of Neighbor to Neighbor barcodes is not permitted on Kroger property.***

I have read and understand the terms and conditions of the Kroger 2009-2010 Neighbor to Neighbor Donation Program and agree to comply with and to be bound by said terms and conditions.

Name of Organization

Authorized Representative

Date