

**The Kroger Magnum Ice Cream Social Twitter Chat Sweepstakes**  
**Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE.**

**A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.**

**OPEN ONLY TO LEGAL U.S. RESIDENTS, RESIDING IN THE 50 UNITED STATES AND DISTRICT OF COLUMBIA, WHO ARE 18 OR OLDER AS OF DATE OF ENTRY.**

**INTERNET ACCESS IS REQUIRED.**

**THE POTENTIAL WINNERS WILL BE NOTIFIED BY DIRECT MESSAGE ON TWITTER AND ARE REQUIRED TO RESPOND TO INITIAL PRIZE NOTIFICATION FROM THE ADMINISTRATOR WITHIN TWELVE (12) HOURS. EACH WINNER MAY ALSO BE REQUIRED TO EXECUTE PRIZE ACCEPTANCE DOCUMENTS AND RETURN THEM WITHIN SEVEN (7) DAYS FROM DATE OF ISSUANCE OF NOTIFICATION, AS MORE FULLY DETAILED BELOW.**

**BY ENTERING, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR, THE ADMINISTRATOR, THE HOSTS (DEFINED BELOW), KROGER AND TWITTER FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES. THIS CONTRACT ALSO REQUIRES YOU TO RESOLVE ANY DISPUTE THROUGH BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.**

The Kroger Magnum Ice Cream Social Twitter Chat Sweepstakes (the "Sweepstakes") is sponsored by Conopco, Inc., d/b/a Unilever ("Sponsor") and hosted by Lunchbox (the "Administrator") as well as Trisha Haas @MomDot from Mom Dot <http://www.momdot.com/> and Colleen Shibley @ShibleySmiles from Shibley Smiles <http://www.shibleysmiles.com/> ("Hosts").

1. **Sweepstakes Period:** The Sweepstakes begins at 7:00 p.m. Central Standard Time ("CST") on Tuesday, July 8, 2014 and ends at 8:00 p.m. CST on Tuesday, July 8, 2014 (the "Sweepstakes Period"). The Administrator's clock will be the official timekeeping device for the Sweepstakes.
2. **Eligibility:** Open only to legal residents of any one (1) of the fifty (50) United States and the District of Columbia, who are eighteen (18) years of age or older at the time of entry. If a participant is eligible in his or her state of residence to enter as a minor, his or her parent or legal guardian agrees to these Official Rules along with and on behalf of the minor child. All rights and responsibilities of the minor under the Official Rules are conferred and assumed respectively by the minor's parent or legal guardian in representation of the minor. Employees, officers and directors of Sponsor, Administrator, Hosts, their respective affiliates, parents, subsidiaries, divisions, and advertising, promotional and judging agencies, and each of their respective immediate family

members (spouses, parents, children, and siblings and each of their spouses) and/or those living in the same household of each are not eligible to participate or win. All federal, state and local taxes are the sole responsibility of winner. Void where prohibited by law. Subject to all federal, state and local laws.

- 3. How To Enter:** To enter, each participant ("Participant") must become a @MomDot and @ShibleySmiles follower on Twitter (if not one already) and accept @MomDot and @ShibleySmiles tweets and direct messages. During the Sweepstakes Period, @MomDot and @ShibleySmiles will tweet about Magnum Ice Cream Social. To participate, a Participant must join the conversation by tweeting and including the hashtag #MagnumKroger (the "Tweet" or "entry") to receive one (1) entry into the Sweepstakes. The limit on the entire Entry submission is 140 characters, including the hashtag. If Participant is a first time visitor to Twitter, Participant will be prompted to complete the on-screen registration form which is free. Registration is a one-time requirement. If Participant is a returning visitor, Participant will be prompted to log-in using Participant's e-mail address.

**There is no Entry limit per Participant during the Sweepstakes Period.** Any Entry or portion thereof that is, in the Sponsor's sole discretion, inconsistent with Sponsor's image, offensive, obscene, profane, lewd, defamatory, contains any proper names, third party materials, or otherwise violates or infringes (or may infringe) any copyright, trademark, logo, mark that identifies a brand (other than Magnum or Kroger) or other proprietary right of any person living or deceased (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity, or is otherwise objectionable, will not be accepted as an Entry and may disqualify the Participant from further participation in the Sweepstakes.

All Entries must be completed and submitted by 8:00 p.m. PT on Tuesday July 8, 2014. Normal Internet access and usage charges imposed by Participants' online service provider will apply.

All Participants must have a valid email address. All Entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, postage-due, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed Entries forms are eligible. Proof of submission of Entry will not be deemed to be proof of receipt by Sponsor.

- 4. Sweepstakes Random Drawing/Odds and Winner Notification:** Six (6) Winners will be selected at various times throughout the Sweepstakes Period from among all Entries received during the Sweepstakes Period. The odds of winning a Sweepstakes Prize depends on the number of eligible Entries received. The random drawing will be conducted by the Hosts, whose decisions are final on all matters relating to the Sweepstakes. Winners will be contacted via a direct message on Twitter and will be required to respond to the initial prize notification within twelve (12) hours or the prize will be forfeited and a new winner may be chosen. Host will not be obligated to pursue more than two (2) alternate winners (time permitting) for any Prize for any reason, in which case the applicable Prize may go unawarded.

5. **Prizes and Approximate Retail Values (“ARVs”): First Place (6): One (1) \$50 Kroger Gift Card (ARV \$50).**

Total ARV of all prizes offered is \$300. Gift cards subject to restrictions and expiration dates may apply. All prize components are subject to availability. All prize components are subject to availability. Limit one (1) Prize per person. No substitution or transfer of prize permitted except at the sole discretion of the Sponsor who reserves the right to substitute a prize of equal or greater value in the event the prize (or portion of prize) is unavailable. Please allow 6-8 weeks for prizes to be delivered.

6. **Release:** Prize Winners and all Entrants, as a condition of entry into the Sweepstakes, agree to release Sponsor, Administrator, Hosts, Kroger, Twitter, and each of their respective agencies, parents, subsidiaries, affiliated companies and each of their respective officers, directors, shareholders, members, employees, agents, assigns, and all others associated with the development and execution of this Sweepstakes (collectively the “Released Parties”) from and against any and all liability, claims or actions of any kind whatsoever for any bodily injury, loss or damages of any kind to persons, including death, and property, due in whole or in part, directly or indirectly, from Entry creation, the acceptance, possession, use or misuse of any prize, if applicable or participation in the Sweepstakes or participation in any Sweepstakes or related activity, or the receipt, ownership or use of prize awarded or any typographical or other error in these Official Rules or the announcement or offering of any prize. Acceptance of prize constitutes permission for the Released Parties to use winner’s name and likeness for promotional purposes (including any possible public relations opportunities) without further compensation except where prohibited by law. By participating in the Sweepstakes, entrants agree to be bound by the Official Rules and the decisions of the judges, which are final and binding in all respects. You hereby represent and warrant that you have read these Official Rules and are fully familiar with its contents. Entries generated by script or bot are not eligible. As a condition of entering the Sweepstakes, Entrant agrees that: 1) under no circumstance will Entrant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential or any other damages, other than for out-of-pocket expenses; 2) all causes of action arising out of or connected with this Sweepstakes, or any prize awarded, shall be resolved individually, without resort to any form of class action; and 3) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, but in no event attorneys’ fees.

7. **DISPUTES, ARBITRATION: THE SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO ITS CONFLICTS OF LAW PRINCIPLES. THE REMEDY FOR ANY CLAIM BROUGHT BY AN ENTRANT IN THIS SWEEPSTAKES SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10 US), AND IN NO EVENT SHALL ENTRANT BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY’S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.**

Except where prohibited by law, any and all disputes, claims, and causes of action between an Entrant and any Released Party arising out of or connected with this Sweepstakes or any Prize awarded, or the determination of a Prize Winner, must be resolved individually, without resort to any form of class action or class-wide arbitration. Except for disputes where a Released Party is seeking a preliminary injunction, any and all disputes and claims relating to this Sweepstakes must be resolved by submission to individual arbitration under the Commercial Arbitration Rules of the American Arbitration Association and, by entering the Sweepstakes, all Entrants expressly waive the right to trial by jury. The arbitration must be conducted in Los Angeles County, California, in the English language, and before three arbitrators appointed in accordance with the Commercial Arbitration Rules. Each party agrees to and will pay one-half of the costs of the arbitration, and Entrant will be responsible for his or her own attorney's fees. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Any provision of applicable law notwithstanding, the arbitrators will not have authority to award punitive, exemplary, consequential or incidental damages. Any dispute, claims, and arbitration proceedings must at all times be kept confidential, except to the extent necessary to enforce or collect the arbitration award or except as the parties agree in writing. Each Entrant agrees that any action at law or in equity relating to the arbitration provision of these Official Rules must be filed only in the state or federal courts located in Los Angeles County, California, and hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action.

8. **Additional Terms: Limitations:** Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Any attempted form of entry other than as set forth in Section 3 above is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. Use of any automatic means to enter the Sweepstakes is prohibited. Any attempt by any Participants to obtain more than the stated number of entries by using multiple/different email addresses, Twitter accounts, identities, registrations and logins, or any other methods will void such entries and that Participant may be disqualified. Normal Internet access and usage charges imposed by Participants' online service may apply. If Participant makes or receives "Tweets" on Participant's mobile phone, standard data usage or messaging rates will apply. In order to participate in the Sweepstakes without receiving "Tweets" on Participant's mobile phone, Participant must deactivate Participant's mobile phone from Participant's Twitter account. In the event of a dispute as to any Participant, the authorized account holder of the email address used to register with Twitter will be deemed to be the Participant. Potential winner may be required to show proof of being the authorized account holder of the email address/Twitter account associated with the entry. Proof of entering information via the entry site does not constitute proof of delivery or receipt of such information. Sponsor and/or its agencies are not responsible for the failure of any Tweet to be received by Sponsor including without limitation, whether or not on account of technical problems or congestion on the Internet or at the entry site. 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; 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 may be a violation of criminal and civil law, and, should such an attempt be made, 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 control of the Sponsor, including but not limited to, a change in Twitter's Terms of Use, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, then the Sponsor reserves the right at its sole discretion to cancel the Sweepstakes. In such case, Sponsor will select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor, its affiliates, partners and promotion and advertising agencies are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Sweepstakes, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Sweepstakes or web site. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

**CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS 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.**

9. **Use of Data:** Information collected from entrants is subject to the Sponsor's Privacy Policy [http://www.unileverprivacypolicy.com/en\\_gb/policy.aspx](http://www.unileverprivacypolicy.com/en_gb/policy.aspx).
10. **Winners List:** For the names of the Prize winners, available after 7/15/14, send a stamped, self-addressed envelope by 10/15/14, to: The Kroger Magnum Ice Cream Social Twitter Chat Sweepstakes Winners, 2920 S Sepulveda Blvd Los Angeles, CA 90064.
11. **Sponsor/Administrator:** The Sponsor of the Sweepstakes is Conopco, Inc., d/b/a Unilever, 800 Sylvan Ave., Englewood Cliffs, NJ 07632. The Administrator of the Sweepstakes is Lunchbox LLC, 2920 S Sepulveda Blvd Los Angeles, CA 90064.

***Entrants specifically release Sponsor, Administrator, Hosts, Kroger and Twitter from any and all liability associated with this Sweepstakes and/or acceptance, use or misuse of the Prize.***

***Twitter is not a sponsor of this Sweepstakes and is not involved in any way other than as the medium through which this Sweepstakes is conducted.***