

REAL GOOD THINGS TOUR INFLUENCER GIVEAWAY
OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

BY ENTERING (OR OTHERWISE PARTICIPATING IN) THE PROMOTION, ENTRANTS AGREE TO THESE OFFICIAL RULES, WHICH ARE A BINDING CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE PROMOTION ENTITIES (DEFINED BELOW) FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

TIMING: The Real Good Things Tour Influencer Giveaway (the "Promotion") begins on or about 12:00:00 a.m. Eastern Time ("ET") on September 22nd, 2025, and all entries must be received by Sponsor (defined below) on or before 11:59:59 p.m. ET on October 10th, 2025 ("Promotion Period"). The designated computer clock of Retail Sports Marketing, Inc ("RSM") (defined below) is the official time-keeping device in the Promotion.

ELIGIBILITY: The Promotion is open only to individuals who are legal residents and physically located in Texas and who are at least eighteen (18) years of age at the time of participation and have a valid form of government-issued identification from their U.S. state of residence. Individuals must be following @krogerDFW on Instagram. Employees, officers and directors of RSM ("Administrator"), The Kroger Co. - Dallas Division ("Kroger or Sponsor") and each of their parent companies, and each of their respective subsidiaries, distributors, affiliates, promotion and advertising agencies (collectively with Administrator and Sponsor, "Promotion Entities"), and each of such employees', officers' and directors' immediate family members and persons living in the same household (whether legally related or not), are not eligible to enter or win a prize in this Promotion. For purposes of this Promotion, immediate family members are defined as spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren and those living in the same household shall mean people who share the same residence at least three (3) months a year, whether legally related or not. By participating, you agree to these Official Rules and to the decisions of the Sponsor and Administrator, which are final and binding in all respects. Void in any state not listed above and where prohibited by law, rule or regulation. By participating in the Promotion, each entrant unconditionally accepts and agrees to comply with and abide by these "Official Rules" and the decisions of Sponsor, including the interpretation of these Official Rules and its exercise of discretion, which will be final and binding in all respects.

HOW TO ENTER: During the Promotion Period, click the link in participating influencers post. The website will contain a description of the Promotion and the official entry form. Each entrant will be asked to submit an official entry form, which may include, among other things, his/her full name, zip code, email address and related entry information as prompted. Entrant must complete and submit the entry form with all required information and be following the @krogerDFW account on Instagram at time of submission for the entry to be eligible. All entries must be submitted by the final day of the Promotion Period by 11:59:59 p.m. ET in order to be eligible. Entries generated by script, macro, computer programs, programmed, robotic or other automated means and entries by any means which subvert the entry process are void and may be disqualified.

Limit of one (1) Entry per person, per day for the duration of the Promotion Period will be accepted. Multiple Entries received from any person or email address in excess of the limitation stated above will be void. Subsequent attempts made by the same individual to submit multiple Entries by using multiple or false contact information, accounts or otherwise may result in the entrant being disqualified. All Entries become the sole property of the Sponsor and will not be returned. Entries that are in excess of the stated limits, incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Promotion at Sponsor's sole and absolute discretion. Entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. All materials submitted become the physical property of Sponsor and will not be returned. In the event of a dispute over the

identity of an online entrant, Entry will be deemed submitted by the registered account holder of the email address associated with the Entry or social media account for the domain associated with the submitted address provided that person is eligible. Winner may be required to show proof of being the registered account holder. Registered account holder is defined as the person assigned to an email address by an Internet access provider, on-line service provider or other organization responsible for assigning email addresses. In the event a dispute regarding the identity of the individual who actually submitted an Entry cannot be resolved to Sponsor's satisfaction, the affected Entry will be deemed ineligible. The Sponsor's designated database clock will be the official timekeeper for this Promotion. Those who do not follow all of the instructions, provide the required information in their Entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified. The Promotion Entities may run multiple campaigns, contests, Promotion or other promotions simultaneously. Entry into one (1) campaign, contest or Promotion does not constitute Entry into any other.

GIVEAWAY RANDOM DRAWING: One (1) potential Grand Prize winner will be selected in a random drawing scheduled to occur on or after October 11th, 2025, from among all eligible Entries received throughout the Promotion Period.

The random drawing will be conducted by Sponsor, or the representative of Sponsor whose decisions are final on all matters relating to this Promotion. Sponsor will have complete discretion over interpretation of the Official Rules, of administration of the Promotion, and of selection of the winner. Decisions of Sponsor as to the selection of the winner will be final.

WINNER NOTIFICATION: Potential Grand Prize winner will be notified by Sponsor, or the representative of Sponsor, via email and/or phone, using the information provided during entry, and will be required to respond to Sponsor within three (3) days from date of the initial notification. The Promotion Entities are not responsible for false, incorrect, changed, incomplete or illegible contact information. Notification is deemed to have occurred immediately upon sending of an email or placing of a phone call. As part of the winner notification process, a potential prize winner may be required to complete and submit a prize redemption form ("Redemption Form") as a condition of receiving a prize. If any potential prize winner fails or refuses to sign and return such Redemption Form within three (3) days of date of notification or if the Redemption Form is returned as rejected, faulty, unclaimed or returned as undeliverable to such potential prize winner, such potential prize winner may be disqualified, and an alternate may be selected. The Promotion Entities are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email account to receive email messages.

The potential Grand Prize winner will be required to execute and return an Affidavit of Eligibility, a Liability Release and, where lawful, a Publicity Release (collectively, the "Affidavit"). If such documents are not returned within the specified time period, prize notification is returned as undeliverable, Sponsor is unable to contact the potential winner within a reasonable time or the potential winner is not in compliance with these Official Rules, prize will be forfeited and, at Sponsor's discretion, an alternate winner may be selected for the applicable prize. If any potential prize winner is found to be ineligible, if any notification is returned undeliverable or if the potential prize winner has otherwise not complied with these Official Rules, or if the potential prize winner cannot attend or participate in any portion of the prize, or declines a prize for any reason prior to award, such potential winner may be disqualified and an alternate potential winner may be selected from all remaining entries repeating the process identified above. Potential winner becomes the "winner" only after verification of eligibility by Sponsor. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available may be selected in a random drawing from among all persons making purportedly valid claims for such prize. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. The Promotion Entities are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential winners, or if potential winner is a minor, for late, lost, misdirected, or unsuccessful efforts of potential winner to provide signed parental or guardian consent.

ODDS: Odds of winning a Promotion prize will depend upon the total number of eligible entries received.

GRAND PRIZE (1): One (1) Grand Prize winner will receive a Kroger Co Gift Card in the amount of \$100.00. The total approximate retail value ("ARV") of Grand Prize is: One hundred dollars (\$100) USD.

PRIZE CONDITIONS: Exact manufacturer or retailer gift card awarded to Grand Prize winners to be determined by Sponsor, in its sole discretion. The prize is subject to certain terms and conditions as specified by issuer. Prize is non-transferable, with no cash redemptions, equivalents or substitutions except at Sponsor's sole and absolute discretion. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. Prize details and availability are subject to change and prize provider's rules and restrictions, and in the event that Sponsor is unable to provide the winner with his or her prize, the Sponsor may elect to provide winner with the approximate value of such item in cash or award an alternate prize of comparable or greater value. Prize is awarded "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Prize winner will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prize they receive, regardless of whether they, in whole or in part, are used. The ARV of the prize is based on available information provided to Sponsor and the value of any prize awarded to a winner may be reported for tax purposes as required by law. The winner may be required to provide Sponsor with a valid social security number before the prize will be awarded for tax reporting purposes. An IRS Form 1099 may be issued in the name of the winner, for the actual value of the prize received. An unclaimed prize will be forfeited. Prize, if legitimately claimed, will be awarded. The Promotion Entities are not responsible for and will not replace any lost, mutilated or stolen prize or any prize that is undeliverable or does not reach the winner because of an incorrect or changed address. If a winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited, and the Promotion Entities will have no further obligation with respect to that prize or portion of the prize. No more than the stated prize will be awarded. The total ARV of all of the prize awarded in this Promotion is five hundred dollars (\$100) USD. The Promotion Entities are not responsible for and winner will not receive the difference, in any, between the actual value of the prize at the time of award and the stated ARV in these Official Rules or in any Promotion-related correspondence or material. Limit of one (1) prize per person.

GENERAL CONDITIONS: Subject to applicable law, the winner hereby expressly grants to the Promotion Entities and their respective successors, assigns, sublicensees and designees, the irrevocable right to use and publish his/her name, social handles, likeness (photographic or simulated), voice, biography and place of residence for all purposes, including, without limitation, advertising, marketing, promotional and publicity purposes in connection with this Promotion ("Advertising"), in any and all media now or hereafter devised, worldwide, in perpetuity, without any form of notice, permission or any amount or kind of compensation, except for the awarding of the prize to the winner. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each winning participant hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and each winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of such winning recipient's name, likeness or voice under contract, tort or any other theory of law. The Promotion Entities do not assume any responsibility for any disruption in the Promotion Entities, including, but not limited to, the failure or interruption of any social media platform or any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Promotion materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of the Promotion Entities and may be changed from time to time without notice. In the event Sponsor is prevented from continuing with the Promotion by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Promotion by any party, or any federal, state, local or provincial government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each, a "Force Majeure" event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Promotion or prize. Sponsor additionally reserves the right, in its sole and absolute discretion: (a) to modify, suspend or terminate the Promotion should a Force Majeure event or occurrence corrupt or interfere with the administration, integrity, operation, security or proper play of the Promotion; or (b) to disqualify any entrant found to be, or suspected of: (i) tampering with the entry process or the operation of the Promotion; (ii) acting in violation of these Official Rules; or (iii) acting in an un-sportsmanlike manner.

CONDUCT: The Promotion Entities are not responsible for the actions of entrants in connection with the Promotion, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Promotion. The Promotion Entities reserve the right, at their sole discretion, to disqualify any individual found to be tampering with the participation process or the operation of the Promotion, or to be acting in any manner deemed by the Promotion Entities to be in violation of the Official Rules, or to be acting in any manner deemed by the Promotion Entities to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated entries and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE PROMOTION ENTITIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right, at its sole and absolute discretion, to disqualify (or terminate the prize of) any individual who is found to be, or suspected of, acting in violation of these Official Rules, or to be acting in an unsportsmanlike, obscene, immoral or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person.

WAIVERS AND DISCLAIMERS: The Promotion Entities assume no responsibility or liability for: (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, entries, URLs, or emails; (b) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of entries or registrations at any point in the operation of this Promotion; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Promotion; (e) inaccessibility or unavailability of the Internet or the website or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of entries, social networking posts, or registrations, the announcement of the prizes, or in any other Promotion-related materials; or (f) any injury or damage to participants or to any other person's computer which may be related to or resulting from any attempt to participate in the Promotion. If, for any reason, the Promotion (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, then the Promotion Entities reserve the right at their sole discretion to cancel, terminate, modify or suspend the Promotion in whole or in part. If terminated, the Promotion Entities will award the prizes from among all non-suspect, eligible entries received for the Promotion up to the time of such action.

RELEASES: All participants, as a condition of participation in this Promotion, agree to release, discharge, indemnify and hold harmless the Promotion Entities, their respective parent companies, subsidiaries and each of their respective employees, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, successors, and assigns (collectively, "Released Parties") from and against any and all liability, claims, costs (including attorneys' fees), losses, damages, fines, or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with: (i) participation in any aspect of the Promotion (including travel to/from any Promotion activity); (ii) the receipt, ownership, use or misuse of the prize awarded, including any travel associated with any prize; (iii) the Released Parties' actual or alleged violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; (iv) participant's registration material on any related website; or (v) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Promotion activity and/or prize.

RELEASED PARTIES: The Kroger Co., Retail Sports Marketing, Inc., and each of their respective employees, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, successors, and assigns (collectively, the "Released Parties").

GOVERNING LAW AND LIMITATION OF LIABILITY: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Promotion will be governed by and construed in accordance with the internal laws of the State of North Carolina, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE PROMOTION, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00) (USD), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00) (USD), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

DISPUTE RESOLUTION: The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in Mecklenburg County, North Carolina, and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Promotion shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration," then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Mecklenburg County, North Carolina. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Mecklenburg County, North Carolina. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

ENTRY INFORMATION AND PROMOTION COMMUNICATIONS: As a condition of entering the Promotion, each entrant gives consent for Sponsor and Administrator to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Promotion and to comply with applicable laws, regulations and rules. Any information entrant provides to Sponsor or Administrator may be used to communicate with entrant in relation to this Promotion or on a Promotion winner list. By participating in the Promotion, you acknowledge that you have read and understood the terms and conditions of Sponsor's Privacy Policy, which can be accessed here: <https://www.rsmbiz.com/privacy-policy>. In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.

MISCELLANEOUS: The invalidity or unenforceability of any provision of these Official Rules or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials, privacy policy or terms of use on any website, social media platform or application and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

REQUEST FOR WINNER LIST: For the name of the winner available after October 11th, 2025, send a self-addressed, stamped envelope by October 20th, 2025, to: Real Good Things Tour Influencer Giveaway, 10150 Mallard Creek Road, Suite 500, Charlotte, NC, 28262.

ADMINISTRATOR: Retail Sports Marketing, Inc.; 10150 Mallard Creek Road, Suite 500, Charlotte, NC, 28262. Reference to third parties in connection with prizes and/or third-party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or the Promotion.

SPONSOR: The Kroger Co. – Dallas Division, 751 Freeport Pkwy, Coppell, TX, 75019.