

# 2021 KROGER GREAT BALLOONFEST TRIBUTE CONTEST

*No purchase necessary to enter or win*

1. **Eligibility:** The Great BalloonFest Tribute Contest by Kroger is open to legal residents of and located in the Louisville Metropolitan area, including Southern Indiana, who are 18 or older.

2. **Entry Dates:** Entries will be accepted starting April 24 through May 1, 2021.

3. **Entry Criteria:** How to enter

- Spot a balloon in the air, getting ready to take off, flying over your neighborhood, or touching down on April 24, 2021.
- Take a picture of the balloon
- Post it to Instagram, Facebook, Twitter, TikTok, and tag #SpotTheBalloon to be entered to win.

*Multiple submissions received for the same Contestant will be void.*

4. **Publicity Grant/Use of Entry:** By submitting an entry, participants hereby grant to Promoter and its designees, successors, licensees and assigns a nonexclusive license to edit, modify, reproduce, distribute, display, perform, create derivative works based upon, or otherwise exploit the nomination and all elements embodied therein, in whole or in part, including, without limitation, their names, cities, and states of residence and likenesses, voices, performances, and images in any manner, in any media, now known or hereafter devised, throughout the world in perpetuity, for advertising, promotional and other purposes, without further compensation, notification or permission. Participants agree that Released Parties (as defined below) are not responsible for any unauthorized use of third parties' nominations. Promoter has no obligation to make use of the rights granted herein.

5. **Judging for the Kroger Great BalloonFest Tribute Contest:** The Promoter will review all eligible nominations received to determine a winner based on the following judging criteria:

- Overall creativeness: content is unique and visually pleasing
- Clarity of entry: subject matter is a visible and clear resolution
- Relevant content: Your image and message is authentic and inspiring

6. **Notification and Publication:** The Winners will be notified by direct message on the social channel they submitted their entry and may be required to submit additional information, including a waiver and contact information. If, despite reasonable efforts, a potential winner does not respond within seventy-two (72) hours of the first notification attempt, or if the notification is returned unclaimed or undeliverable, such potential winner will be disqualified, and a runner-up for that judging period may be notified, in Promoter's sole discretion. Potential winners must agree to participate in promotional campaigns with the Promoter, including photographs and in-person interviews. For any reason, if a potential winner declines, such potential winner will be disqualified, and Promoter reserves the right to select an alternate winner.

**7. Prize:** The opportunity for a hot air balloon ride for two (2) people. Date will be mutually agreed upon between the winner and balloon pilot—total Award Approximate Value: \$599.00. The prize is provided "as is" with no warranty or guarantee, either express or implied. All costs and expenses associated with winner acceptance and use not specified herein as provided are the winner's sole responsibility. The winner may not substitute, assign or transfer a prize. However, the Promoter reserves the right, at its sole discretion, to substitute a prize of comparable or greater value. The non-cash portion of the prize is not redeemable for cash. All Award details are at the Promoter's sole discretion—limit one (1) prize per person.

**8. General Information and Rules:** By participating, each participant agrees to release, indemnify, discharge, and hold harmless the Promoter, its parent, related entities, distributors, affiliates, subsidiaries, retailers, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents, and representatives of the foregoing (collectively, "Released Parties") from any injuries, liability, losses, and damages of any kind to persons, including death or property resulting, in whole or in part, directly or indirectly, from participant's participation in the prize or any prize-related activity, the acceptance of the prize and Promoter's use of the rights granted herein.

If, for any reason, the Great BalloonFest Tribute Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity of the entry site, Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process and to cancel, terminate, modify or suspend the Award Program and, if terminated, at its discretion, select the potential winner from all eligible, non-suspect nominations received before action taken using the judging procedure outlined above or as otherwise deemed fair and appropriate by Promoter.

Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled nominations, messages, email or mail; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or problems of any kind whether human, mechanical, electronic, computer, network, typographical, printing, or otherwise relating to or in connection with the Award Program, including, without limitation, errors or difficulties which may occur in connection with the prize's administration, the processing or reviewing of nominations, the prize's announcement, or in any prize-related materials.

Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or any equipment or programming associated with or utilized in the Award Program.

Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Program. Persons who tamper with or abuse any aspect of the Program who act in an unsportsmanlike or disruptive manner or violate these Terms, as solely determined by Promoter, will be disqualified all associated nominations will be void.

***CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE AWARD PROGRAM IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE; THE PROMOTER RESERVES THE RIGHT TO SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.***

9. **Data Collection and Use:** The Promoter owns entry information. You understand you are providing your entry information to the Promoter. The entry information provided will only be used if the entrant is selected as a winner or if the entrant has indicated he/she would like to receive additional information from the Promoter. The Promoter will not provide any entry information to a third party.

10. **Promoter:** Kentucky Derby Festival, Inc., 1001 S. Third Street, Louisville, KY 40203. Any questions, comments, or complaints are to be directed to the Promoter.