

## **HelloFresh Canada Inc. Contest Rules – Sampling Giveaway**

This HelloFresh Contest (the “**Contest**”) is sponsored and operated by HelloFresh Canada Inc. (“**HelloFresh**”). By participating in the Contest, you accept these terms and conditions.

**1. Eligibility.** To participate in the Contest, the entrant must: (i) be a legal resident of one of the following provinces: British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, New Brunswick, Prince Edward Island, Nova Scotia, or Newfoundland and Labrador; (ii) be a natural person (i.e., not a corporate entity); (iii) have reached the legal age of majority in his or her jurisdiction of residence at the time of entry into the Contest; and (iv) have complied with the Contest rules and terms as provided herein (collectively, the “**Rules**”). Employees, officers, directors, agents, and representatives of HelloFresh, its affiliates and any related companies, advertising and promotion agencies, any winner selection jury member (collectively, “**Contest Parties**”), and immediate family members (defined as parents, siblings, children, partners and spouses, regardless of where they may reside) and persons living in the same household (whether or not related), as each of the above are not eligible to win. Limit one entry per person - violation of this limitation may result in disqualification.

**2. Contest Period and How to Enter.** The entry period for the Contest starts on October 11<sup>th</sup>, 2020 at 12:00:01 a.m. EST and ends on October 31<sup>st</sup>, 2020 at 11:59 p.m. EST (the “**Contest Period**”). One (1) winner of the Grand Prize (as defined below) will be chosen on November 2<sup>nd</sup>, 2020 at 10:00am EST (the “**Draw Date**”). This is not a weekly contest, and the Winner (as defined below) will be drawn on the Draw Date. To enter the Contest, participants must enter their first name, last name and email address at the URL [www.hellofresh.ca/nandos](http://www.hellofresh.ca/nandos), and the entrant may be redirected to this URL via hyperlink from other websites or social media platforms. Once at the URL, contestants will be required to complete a survey regarding Nando’s samples. Entrants must provide their existing e-mail address tied to their HelloFresh account in order to complete and submit their survey.

Individuals (whether current customers of HelloFresh or not, including those who do not have a HelloFresh account and those who do not have an e-mail address tied to their HelloFresh account) who wish to participate in the Contest may alternatively request an entry form and survey by contacting HelloFresh Customer Care by sending a written request for an entry form and survey to HelloFresh Canada Inc. - Contests, 110 Spadina Avenue, Suite 400. Toronto, ON. M5V 2K4. In order to enter, entrants will be required to fully complete their entry form (including providing their contact information, such as their e-mail address) and survey and return it to the above address within the Contest Period. No purchase is required to participate in the Contest.

Making a purchase from HelloFresh will not increase or otherwise affect your odds of winning. Entrants may be invited to consent to receive promotional and other informational emails from HelloFresh. Providing consent to receive such e-mails is not a requirement to participate in the Contest. Entrants are solely responsible for all costs associated with accessing the HelloFresh website and/or Contest, and associated with entering the Contest. HelloFresh does not guarantee

continuous, uninterrupted or secure access to the HelloFresh website, the Contest's entry forms, or the surveys.

By entering the Contest, each entrant agrees to be bound by the Rules. Entries that are late, lost, incomprehensible, misdirected, offensive, contain an erroneous email address or that do not otherwise conform to the Rules may be disqualified from the Contest by HelloFresh in its sole discretion. The Contest Parties are not responsible for, and accept no liability whatsoever in relation to, any lost, late, misdirected, offensive, damaged, incomplete, invalid or illegible entries (all of which entries are void). Proof of an entrant's submission does not constitute proof of receipt of the entry by HelloFresh.

**3. Prize.** One (1) Winner (as defined below) will be selected on the Draw Date to win the Grand Prize (as defined below). There is one (1) Grand Prize consisting of two free weeks' worth of HelloFresh meal boxes (the "**Grand Prize**") available to be won by a random draw of eligible entrants (the "**Winner**"). The maximum value of the Grand Prize is \$349.99.

The Grand Prize is eligible for redemption in Canada where HelloFresh delivers at the time of redemption, excluding the Province of Quebec. If the Winner does not have a HelloFresh account at the time they wish to redeem the Grand Prize, they will need to create a HelloFresh account and associate a valid e-mail with the account to do so. The Grand Prize cannot be applied to one-off "Gift Boxes", surcharge recipes, or add-ons. For new customers, upon redemption you will be automatically enrolled in an auto-renewal subscription for further meal boxes and will otherwise be bound by HelloFresh's Terms and Conditions (available at <https://www.hellofresh.ca/about/termsandconditions>). Upon redemption, you can cancel deliveries at any time, in accordance with our Terms and Conditions (available at <https://www.hellofresh.ca/about/termsandconditions>). Please check *HelloFresh.ca/FAQ* for more information.

The Grand Prize will be distributed within fourteen (14) days after the Winner has been successfully notified of his/her Grand Prize and fulfilled the requirements set out herein. The Grand Prize must be accepted as awarded and is not transferable, substitutable, refundable, assignable or convertible to cash (except as may be specifically permitted by HelloFresh in its sole and absolute discretion). HelloFresh reserves the right, in its sole and absolute discretion, to substitute the Grand Prize or a component thereof, without notice to any entrant or the Winner, with a prize of equal or greater retail value, including, without limitation, a cash award. Neither HelloFresh nor any other Contest Party makes any representation or offers any warranty, express or implied, as to the quality or fitness of the Grand Prize awarded in connection with the Contest. Any costs or expenses (including taxes, duties, or fees on or associated with the Grand Prize) incurred by the Winner in claiming or using the Grand Prize will be the sole responsibility of the Winner.

**4. Chances of Winning.** The odds of being selected as the potential Winner depend on the total number of eligible entries received by HelloFresh. The Contest does not allocate a certain number of Prizes to any particular jurisdiction or province.

**5. Winner Selection.** The potential Winner will be selected on the Draw Date. One entrant will be selected to win the Grand Prize from all eligible and valid entries received during the Contest Period by a jury via a random draw. The entrant selected will be notified by HelloFresh that they have been selected as the potential Winner following the Draw Date via one (1) e-mail notification, and the selected entrant must respond to said e-mail with seven (7) calendar days of notification (the “**Notification E-Mail**”).

If the selected entrant does not clearly respond to the Notification E-Mail or fails to comply with any of the requirements of these Rules, he or she will be disqualified and will not receive the Grand Prize and another entrant may be selected in their stead, in HelloFresh’s sole discretion; provided however that there is no guarantee that the Grand Prize will be awarded, in particular if the selected potential Winner fails to respond to the Notification E-Mail or fails to claim their Grand Prize. HelloFresh shall not be liable for any failure of the Winner to receive the Notification E-Mail or any other correspondence from HelloFresh, regardless of whether such failure was caused by the entrant, any third-party service provider, or HelloFresh and its employees. Before being declared the definitive Winner, the selected entrant will be required: (i) to correctly answer, without assistance of any kind, a time-limited, mathematical skill-testing question to be administered during a pre-arranged telephone call or by e-mail, (ii) to have complied at all times with the Rules, and (iii) to sign and return the form of Winner’s Release supplied by HelloFresh with the Notification E-Mail.

**6. Privacy.** By entering the Contest, each entrant consents to the Contest Parties storing, sharing and using all personal information submitted by the entrant with his/her entry for the purposes of administering the Contest, selecting the Winner, and awarding the Grand Prize. By accepting the Grand Prize, the Winner consents to HelloFresh’s use of their name, photograph and/or likeness, address (city and province), biographical information, voice, and statements made by or attributed to them, in perpetuity, in any and all media now known or hereafter developed (including, without limitation, print, broadcast and Internet) for all legitimate business purposes including advertising and promotional activities, without further compensation or notice. Personal information will not otherwise be collected, used or disclosed without consent. For further information about HelloFresh’s privacy practices, please see HelloFresh’s Privacy Policy, available at <https://www.hellofresh.ca/privacy/>.

**7. Limitation of Liability and Release.** By participating in the Contest, each entrant agrees to (i) confirm full compliance with the Rules, (ii) accept the Grand Prize as awarded (if chosen as the Winner), and (iii) release and discharge HelloFresh Canada Inc. and its respective departments and agencies, parent(s), related and affiliated companies, subsidiaries, advertising and promotional agencies, counsel, marketing partners, and each of their respective directors, officers, employees, shareholders, successors, sponsors, partners, licensees, subsidiaries, agents, artists, advisors, assignees, and all others associated with the administration, development and execution of the Contest (collectively, the “**Released Parties**”) from and against any and all manner of action, cause of action, claim or demand, liability, obligation, loss or injury, use or misuse of the Grand Prize or any travel related thereto, and any suit, debt, covenant,

contract, legal fees and expenses (and judicial and extra-judicial fees and disbursements), including but not limited to, claims based on negligence, breach of contract and fundamental breach, failure of any third-party contractor or supplier used in connection with any aspect of the Contest to perform or deliver any goods or services, any act of God or any other event beyond the Released Parties' control, any dissatisfaction of any kind by an entrant or the Winner with any aspect of the Contest or the Grand Prize, liability for physical injury, death, or property damage which the entrants, guests, their heirs, successors, legatees or assigns have, might have or could have suffered, by reason of or arising out of the entrant's participation in the Contest and/or in connection with the acceptance and/or use by the Winner of the Grand Prize as awarded; and (iv) indemnify and hold harmless the Released Parties against any loss, damage or expense, including legal fees (and judicial and extra-judicial fees and disbursements), that any of the Released Parties may suffer or incur as a result of any non-compliance by entrants with any of the Rules or participation in the Contest and/or in connection with the acceptance and/or use by the Winner of the Grand Prize.

HelloFresh is not responsible for: (i) incorrect or inaccurate entry information that may affect a person's ability to participate in the Contest or be awarded the Grand Prize, including but not limited to human error, technical malfunctions, lost or delayed entries for any reason, mail failures, omission, or any combination thereof, and entries that fail to fully comply with these Rules; (ii) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in telecommunications lines or network hardware or software; (iii) lost, incomplete, delayed, mutilated or misdirected entries; (iv) injury or damage to entrants' computers or to any other computer related to or resulting from participating in, or downloading any material regarding, the Contest or accepting the Grand Prize; (v) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, by entrant's participation in the Contest or receipt or use or misuse of the Grand Prize, including any related travel; (vi) the security or privacy of information transmitted via computer networks or for breaches of privacy due to interference by third-party computer hackers or otherwise; or (vii) late, lost, misdirected or unsuccessful efforts to notify the potential Winner.

The Winner must sign and return the form of Winner's Release supplied by HelloFresh with the Notification E-Mail upon being selected.

**8. Intellectual Property.** All intellectual property, including but not limited to trademarks, logos, designs, promotional materials, web pages, source codes, images, drawings, illustrations, slogans and representations are owned by HelloFresh Canada Inc. or its affiliates, as applicable. All rights reserved. Unauthorized copying or use of any of the aforementioned parties' intellectual property without their express written consent is strictly prohibited.

**9. General.** The Contest is subject to applicable federal, provincial and municipal laws, by-laws, and regulations. To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of the Rules or the rights and obligations of the participants, HelloFresh or any of the other Released Parties in connection with the Contest shall be governed and construed in accordance with the laws of the Province of

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Ontario and the federal laws of Canada applicable therein without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. Any dispute shall be adjudicated by the courts sitting in Toronto, Ontario. The Contest is void where prohibited by law.

Mass entries, automated entries, entries submitted by third parties, and any entries or Grand Prize claims that are late, fraudulent, offensive or fail to comply with the Rules will be null and void. Subject to applicable law, all decisions of HelloFresh with respect to all aspects of the Contest are final and binding on all entrants without any right of appeal. HelloFresh's failure to enforce any term of these Rules shall not constitute a waiver of that or any other provision. The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision.

Subject to applicable law, HelloFresh reserves the right to cancel, suspend, withdraw, or amend the Contest or Rules in any way and for any reason, without prior notice or obligations. Any change to the Rules will be posted on this webpage.

HelloFresh reserves the right, in its sole and absolute discretion, to require proof of identity, age and/or eligibility (in a form acceptable to HelloFresh) for the purposes of verifying the entrant's eligibility, the legitimacy of any entry and/or Grand Prize claim, or for any other reason HelloFresh deems necessary, in its sole and absolute discretion, for the purposes of administering the Contest in accordance with the Rules and/or awarding the Grand Prize.

Although the Contest may be accessed through HelloFresh's Facebook page, Twitter profile, Instagram post(s) and other social media platforms, the Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter, Instagram, or any other social media platform. Each participant in the Contest fully releases Facebook, Twitter and Instagram from any and all liability associated with the Contest.