

Short Rules

No purchase required. Contest begins on October 20, 2022, at 9:00 a.m. EST and ends on October 31, 2022, at 11:59 p.m. EST. The Winner will be chosen on November 1, 2022. There is a total of one (1) “1 month free of HelloFresh” Prize (valued CAD \$779.96) to be won. The prize excludes Surcharge Meals and Add-ons. Contest open to legal residents of Canada, excluding Quebec, Yukon, Nunavut, and Northwest Territories, who are at least the age of majority in the province of residence at the time of entry. The Winner will be chosen randomly by HelloFresh on November 1, 2022 and contacted by email. The decision of HelloFresh will be final and no correspondence or discussion will be entered with any Participants about the Winner. No set number of prizes has been allocated to any particular province or region. Full rules and entry details available at: <https://www.hellofresh.ca/ScaryFoodWaste2022-Contest>

HelloFresh Food Waste is Scary Contest Rules and Regulations

The HelloFresh Food Waste is Scary Contest (the “**Contest**”) is sponsored and operated by GDE Grocery Delivery E-Services 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, mandataries, and representatives of HelloFresh, their affiliates and related companies, advertising and promotion agencies, and any Winner selection jury member(s) (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), of each of the above are not eligible to win. Limit one entry per person. One (1) random draw winner will be selected in total (a “**Winner**”) on the Draw Date.

2. Contest Period and How to Enter. The entry period for the Contest starts October 20, 2022, at 9:00 a.m. EST and ends on October 31, 2022 at 11:59 p.m. EST (the “**Contest Period**”). One (1) Winner (defined below) in total will be chosen. The Winner will be chosen on November 1, 2022, at or about 9:00 a.m. EST (the “**Draw Date**”). This is not a weekly contest and the Winner will be drawn on the Draw Date. To enter the Contest, participants must submit their information by October 31, 2022, at 11:59 p.m. EST, in accordance with the prompts and submission form found at

<https://www.hellofresh.ca/ScaryFoodWaste2022-Contest>. No purchase required to participate in this contest.

Individuals who wish to participate in the Contest may alternatively send a letter of 500 to 1,000 words outlining how HelloFresh positively impacts their cooking routine to “HelloFresh Customer Care - Contests, 110 Spadina Avenue, Suite 200. Toronto, ON. M5V 2K4.” HelloFresh reserves the right to disqualify any entry via this method in its sole and absolute discretion, without liability to HelloFresh or any Contest Party, should such entry contain inappropriate content, fail to comply with these Rules, or for any other reason. All letters, and any content therein, shall become the sole property of HelloFresh upon submission.

Making additional purchases from HelloFresh or any other Contest Parties will not increase or otherwise affect your odds of winning. 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 or the Contest’s entry forms.

By entering the Contest, each entrant agrees to be bound by the Rules. Entries that are late, lost, incomprehensible, misdirected, offensive, contain an erroneous phone and/or 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. Prizes. There will be one (1) prize consisting of one (1) “1 month free of HelloFresh” voucher (approximate value of CAD \$779.96). The Winner will be randomly selected on the Draw Date.

The prize excludes Surcharge Meals and Add-ons. The 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 any prize or a component thereof, without notice to any entrant or Winner, with a prize of equal or greater retail value, including, without limitation, a cash award. HelloFresh, or any other Contest Party does not make any representation or offers any warranty, express or implied, as to the quality or fitness of any prize awarded in connection with the Contest. Any costs or expenses (including taxes, duties, or fees on or associated with any prize) incurred by a Winner in claiming or using any prize-will be the sole responsibility of that Winner.

4. Chances of Winning. The odds of being selected as a 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 (1) entrant will be selected to win the prize. The Winner will be selected from all eligible and valid entries received during the Contest Period via a random draw for each available prize. Each entrant selected as a Winner will receive a confirmation email with a voucher code to the email address listed on their HelloFresh account. The Winner must be opted-in to email communications in order to receive the confirmation email. To claim the prize, the Winner must apply the voucher code to their HelloFresh account within 14 days of receipt of the email, otherwise the participant will be disqualified.

HelloFresh shall not be liable for any failure of the Winner to receive the confirmation email, the prize or any other correspondence from HelloFresh, regardless of whether such failure was caused by the entrant, any third-party service provider, any Contest Party, or HelloFresh and its employees. Before being declared a Winner, the selected entrant will be required to have complied at all times with the Rules.

6. Privacy. By entering the Contest, each entrant expressly 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 prize. Personal information will not otherwise be collected, used or disclosed without express consent. For further information about HelloFresh's privacy practices, please see "HelloFresh's Privacy Policy"², available at <https://www.hellofresh.ca/about/privacy>.

7. Limitation of Liability and Release. By participating in the Contest, each entrant agrees to (i) confirm compliance with the Rules, (ii) accept all prizes as awarded, and (iii) to release, discharge, and hold harmless HelloFresh and their 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, mandataries, artists, advisors, assignees, and all others associated with the administration, development and execution of the Contest, including all Contest Parties (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 a prize or any travel related thereto, and any suit, debt, covenant, contract, including legal fees and expenses (and judicial and extra judicial fees and disbursements), whatsoever, 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 a Winner with any aspect of the Contest or any prize, the use of entrant entries, names, and likenesses by HelloFresh, HelloFresh, liability for physical injury, death, or property damage which the entrants, Winner, or guests, or 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 entrant of prizes as awarded; and (iv) indemnify and hold harmless the Released Parties against any loss, damage or expense, including legal fees and expenses (and judicial and extra judicial fees and disbursements) whatsoever, 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 an entrant of a prize, and the use of entries and any names and likenesses by HelloFresh.

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 a 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 a prize; (v) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any 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 a potential Winner.

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, or their 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 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 submitted by third parties, and any entries or 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 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 prize.