

HelloFresh Holiday Sweepstakes

Official Rules

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility

The HelloFresh Holiday Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States (and the District of Columbia), who are at least eighteen (18) years old at the time of entry. Void where prohibited. Proof of residency and age may be required. Employees and directors of Grocery Delivery E-Services USA Inc. d/b/a HelloFresh, Sync Marketing LLC and their subsidiaries, divisions, affiliates, and advertising or promotional agencies or individuals involved with the design, production, execution or distribution of the Sweepstakes and the immediate family and household members of such individuals, are not eligible to enter or win. "Immediate family members" shall mean parents, stepparents, children, stepchildren, siblings, stepsiblings, or spouses, regardless of where they live. "Household members" shall mean people who share the same residence at least three months a year, whether related or not. In order to enter the Sweepstakes or receive a prize, you must fully comply with the Official Rules and, by entering, you represent and warrant that you agree to be bound by these Official Rules and the decisions of the Sponsor, whose decisions shall be binding and final in all respects relating to this Sweepstakes. The Sweepstakes is governed by these Official Rules and is subject to all applicable federal, state, and local laws.

2. Sponsor and Administrator

Sponsor: HelloFresh, 40 W 25th Street, 7th Floor, New York, New York 10010.

Administrator: Sync Marketing LLC, 10960 Wellworth Avenue, Unit 301, Los Angeles, CA 90024.

3. Timing

Sweepstakes begins December 1, 2018 at 12:01 a.m. Eastern Standard Time and ends December 31, 2018 at 11:59 p.m. Eastern Standard Time ("Sweepstakes Entry Period"). Sponsor is the official time keeper for this Sweepstakes.

4. How to Enter

There are four (4) ways to earn entries during the Sweepstakes Entry Period:

- A. Schedule a HelloFresh box: Visit <https://www.hellofresh.com> and schedule a box for delivery during the Sweepstakes Entry Period and automatically receive one (1) entry. You can receive one (1) entry for each delivery during the Sweepstakes Entry Period (up to four (4) total). If you do not already have a HelloFresh account, visit www.hellofresh.com and sign up. HelloFresh's Terms of Use can be found at <https://www.hellofresh.com/termsandconditions/?redirectedFromAccountArea=true>.
- B. Schedule a HelloFresh Holiday box: Visit <https://www.hellofresh.com> and schedule a holiday box for delivery during the Sweepstakes Entry Period and automatically receive one (1) entry. You can receive one (1) entry for each delivery during the Sweepstakes Entry Period (up to four (4) total). If you do not already have a HelloFresh account, visit www.hellofresh.com and sign up. HelloFresh's Terms of Use can be found at <https://www.hellofresh.com/termsandconditions/?redirectedFromAccountArea=true>.
- C. A refer a friend schedules a box through the HelloShare or Freebie program: After you visit

<https://www.hellofresh.com> and schedule two (2) boxes for delivery during anytime you will receive a code to share with friends and family. If someone you share your code with schedules a HelloFresh box or HelloFresh holiday box for delivery during the Sweepstakes Entry Period using your referral link, you will automatically receive one (1) entry. You can receive one (1) entry for each refer-a-friend who schedules a box for during the Sweepstakes Entry Period (up to ten (10) total).

- D. Free Enter by Mail: During the Sweepstakes Entry Period print your first name, last name, email address and zip code on a 3x5 card and mail it to: HelloFresh Holiday Sweepstakes c/o Sync Marketing LLC, 5662 Calle Real #411, Goleta, CA 93117. Mail in entries must be postmarked within the Sweepstakes Entry Period and received by January 7, 2019. For each mail in you will automatically receive one (1) entry in the Sweepstakes. Limit of ten (10) entries during the Sweepstakes Entry Period for mailing in.

Limit of ten (10) entries per person during the Sweepstakes Entry Period regardless of method of entry.

Multiple entrants may not share the same email address. A potential winner may be requested to provide Sponsor with proof that he/she is the authorized account holder of the email address associated with the winning Entry and/or an eligible entrant. Entrants may not register/enter with multiple email address nor may entrants use any other device or artifice to register/enter under multiple identities. Use of any automated system to enter is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected entries all of which will be ineligible to win a prize. In the event of a dispute as to any entrant, the authorized account holder of the email address used to enter will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winner of the grand prize may be required to show proof of being the authorized account holder to be awarded the prize. All entries become the sole and exclusive property of Sponsor and will not be returned or cancelled.

5. Winner Determination

On or about January 8, 2019 Administrator will select one (1) entry for each prize described below in a random drawing of all valid entries received. The potential Sweepstakes winners will be contacted using the email address provided with the entry and may be awarded the prize subject to verification of eligibility and compliance with the terms of these Official Rules. The potential Sweepstakes winners will be notified by email on or about January 9, 2019. Failure by potential Sweepstakes winners to respond to the initial verification within 48 hours of notification after three (3) attempts will result in disqualification and Administrator will select an alternate potential Sweepstakes winner in the same manner. Odds of winning a prize depend on the number of eligible entries received during the Sweepstakes Entry Period. Limit of one (1) prize per person for the Sweepstakes.

6. POTENTIAL SWEEPSTAKES WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR AND/OR ADMINISTRATOR. SPONSOR AND ADMINISTRATOR'S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE ADMINISTRATION, OPERATION, SELECTION OF THE WINNER AND OTHER MATTERS RELATED TO THE SWEEPSTAKES.

7. Verification of Potential Sweepstakes Winners

Potential Sweepstakes winners may be required to complete and return an Affidavit of Eligibility, Release of Liability and Publicity Release (where permitted by law) (collectively, the "Affidavit") by the date specified by Sponsor, or an alternate potential Sweepstakes winner may be selected. In the event: (a)

potential Sweepstakes winner cannot be reached for whatever reason after a reasonable effort has been exerted or the potential Sweepstakes winner notification or Affidavit is returned as undeliverable; (b) potential Sweepstakes winner declines or cannot accept, receive or use the prize for any reason; (c) of noncompliance with the above or within any of the aforesaid time periods, (d) potential Sweepstakes winner is found to be ineligible to enter the Sweepstakes or receive the prize, (e) potential Sweepstakes winner cannot or does not comply with the Official Rules, or (f) potential Sweepstakes winner fails to fulfill the Affidavit-related obligations, the potential Sweepstakes winner shall be disqualified from the Sweepstakes and an alternate potential Sweepstakes winner may be selected, at Sponsor's sole discretion, from among the other eligible entries received. Sponsor reserves the right to modify the notification and Affidavit procedures in connection with the selection of alternate potential Sweepstakes winner, if any.

8. Prizes

Grand Prize: One (1) grand prize will be awarded. Grand prize winner will receive HelloFresh for one (1) year. One (1) year of HelloFresh includes one (1) HelloFresh's 2-person, 3-recipe "Classic Plan" (or equivalent, if such plan changes during the course of the year) box per week for 52 weeks. Approximate retail value of the grand prize is three thousand one hundred and twenty dollars (\$3,120).

First Prize: Four (4) first prizes will be awarded. Each first prize winner will receive HelloFresh's 2-person, 3-recipe "Classic Plan" (or equivalent, if such plan changes during the course of the year) box for one (1) month. One (1) month of HelloFresh includes four (4) boxes. Approximate retail value of each weekly prize is two hundred and forty dollars (\$240).

For all prizes: No cash equivalent for the prize, prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the listed prize for one of equal or greater value for any reason. Winner is responsible for all taxes, duties, and fees associated with prize receipt and/or use. All federal, state, and local tax liabilities, as well as any other costs and expenses not specified herein as being awarded are the sole responsibility of the Winner. Winner may be required to complete and return an IRS W-9 form (i.e. Request for Taxpayer Identification Number and Certification). Prize will be awarded only if the Winner fully complies with these Official Rules. Total approximate retail value of all prizes is four thousand and eight dollars (\$4,080).

9. Entry Conditions and Release

Each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of Sponsor and Administrator which are binding and final in all matters relating to this Sweepstakes; (b) defend, indemnify, release and hold harmless the Sponsor, Administrator and their respective parent, subsidiary, and affiliated companies, celebrities, and any other person and organization responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Sweepstakes, acceptance, possession, attendance at, defect in, delivery of, inability to use, use or misuse of prize

(including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry. Winner acknowledges that all prizes are awarded as-is without warranty of any kind.

10. Publicity

Except where prohibited or restricted by law, Winner's acceptance of prize constitutes the Winner's agreement and consent for Sponsor and any of its designees to use and/or publish Winner's full name, city and state of residence, photographs or other likenesses, pictures, portraits, video, voice, testimonials, biographical information (in whole or in part), and/or statements made by Winner regarding the Sweepstakes or Sponsor, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or promotion on behalf of Sponsor, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval.

11. General Conditions

Sponsor and its subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers and directors shall not have any obligation or responsibility, including any responsibility to award any prize to entrants, with regard to: (a) entries that contain inaccurate information or do not comply with or violate the Official Rules; (b) entries, prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (c) entrants who have committed fraud or deception in entering or participating in the Sweepstakes or claiming the prize; (d) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (e) any inability of the Winner to accept the prize for any reason; (f) if a prize cannot be awarded due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond Sponsor's reasonable control; or (g) any damages, injuries or losses of any kind caused by any prize or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any prize or resulting from participating in this Sweepstakes or any promotion or prize related activities. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be (a) tampering with the entry process or the operation of the Sweepstakes, or with any Website promoting the Sweepstakes; (b) acting in violation of the Official Rules; or (c) entering or attempting to enter the Sweepstakes multiple times through the use of multiple email addresses or the use of any robotic or automated devices to submit entries. If Sponsor determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Sweepstakes, Sponsor reserves the right to void the entries at issue, and/or terminate the relevant portion of the Sweepstakes, including the entire Sweepstakes, and/or modify the Sweepstakes and/or award the prize from all eligible entries received as of the termination date.

12. Limitations of Liability

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Sweepstakes; (d) technical or human error in the administration of the Sweepstakes or the processing of registrations; or (e) 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 Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's registration is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted,

entrant's sole remedy is another entry in the Sweepstakes. No more than the stated number of each prize will be awarded.

13. Disputes

Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (b) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate New York State Court located in New York County, New York; (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (d) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

14. Entrant's Personal Information

Information collected from entrants is subject to the Sponsor's Privacy Policy, which is available at <https://www.hellofresh.com/privacy/?redirectedFromAccountArea=true>.

15. Sweepstakes Results

For Sweepstakes results, send an email with the subject line of "Winners List – HelloFresh Holiday Sweepstakes" to info@syncmarketing.net. Requests for the Winners List must be received by March 1, 2019.

For questions, send an email to info@syncmarketing.net.