

HELLOFRESH
HELLOSHARE CYBER MONDAY SWEEPSTAKES
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN.

A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

The HelloShare Cyber Monday Sweepstakes (the “Sweepstakes”) begins at 8:00:00 a.m. Eastern Time (“ET”) on 11/19/18 and ends at 3:00:00 a.m. ET on 11/28/18 (the “Entry Period”).

ELIGIBILITY: Sweepstakes is open to HelloFresh members who at time of participating are legal residents of the 50 United States (including the District of Columbia,) age 18 or older. Officers, directors, employees, agents and representatives of Grocery Delivery E-Services USA Inc., d/b/a HelloFresh (the “Sponsor”), Ventura Associates International LLC (the “Administrator”) and their parent companies, subsidiaries, affiliates, advertising and promotion agencies, retailers, distributors (collectively, the “Released Entities”), and their immediate family members (defined as parents, siblings, children and spouses, regardless of where they reside) and/or those living in the same household of each (whether or not related) are not eligible to enter or win. Sweepstakes is governed by U.S. law and is subject to all applicable federal, state and local laws and regulations. Sweepstakes is void where prohibited by law.

HOW TO ENTER: Entry Method #1: During the Entry Period, you will automatically receive (1) entry into the Sweepstakes random drawing when an eligible order is placed at <https://www.hellofresh.com/account-raf/referral> from your referral link per the following steps below:

- 1) share a referral email with your friend(s);
- 2) your friend(s) clicks on the email call-to-action to become a HelloFresh member on <https://www.hellofresh.com/plans>;
- 3) (if friend(s) purchases and/or registers using any other link, the registration will not count as a qualified entry);
- 4) your friend(s) creates a HelloFresh account; and
- 5) your friend(s) completes the checkout with their credit card information.

If your friend enters/becomes a HelloFresh customer during the Entry Period, s/he will also be eligible to win if your Entry is selected as a winner. Friend(s) must be: a) a legal resident of the 50 United States (including the District of Columbia), and b) at least 18 years old at time of referral; c) should not be previously registered as a HelloFresh customer under any email address or alias and d) the order is placed during the Entry Period.

Entry Method #2: To enter the Sweepstakes without making a referral (“alternate method of entry”), send an email to: [HelloShare-US@sweepstakespros.com](mailto>HelloShare-US@sweepstakespros.com) during the Entry Period with your name and email address plus the name and email address of the friend you wish to win within the body of the email and the following words: “HelloShare Cyber Monday Sweepstakes Entry” on the subject line of the email.

Limit: Regardless of method of entry, there is a limit of five (5) entries during the Entry Period per entrant. All entries resulting from purchases made with lost, canceled, stolen or fraudulent cards will be voided. No responsibility is assumed for lost, late, misdirected, illegible, incomplete, mutilated, mechanically reproduced entries or entries that have been tampered with or not obtained through legitimate channels, or use of any automated, robotic, repetitive, programmed or similar entry methods or agents to participate is prohibited and will be disqualified. Sponsor will not assume responsibility for any third party’s failure to act in

accordance with its instructions pertaining to Sweepstakes implementation. Sponsor's computer, or that of its designee, shall serve as the official timekeeper for the Sweepstakes.

PRIZES: Unless a prize is not awarded, a total of one hundred and twenty six (126) winners and one hundred and twenty six (126) friend prizes will be awarded. Each winner will receive one prize at the prize level won and one prize for a friend if a friend is listed on the winning entry for the prize level won. If a friend's name is not listed on a winning entry, the "friend's prize" will not be awarded. Prize amounts are: Two (2) Grand Prizes: Grand Prize winner and friend will each receive a \$500 Amazon gift card for a total of up two (2) prizes. Twenty-five (25) Second Prizes: Each Second Prize winner and friend will each receive a \$100 Amazon gift card for a total of up to fifty (50) prizes. One hundred (100) Third Prizes: Each Third Prize winner and friend will each receive a \$25 Amazon gift card for a total of up to two hundred (200) prizes. Estimated odds of winning depends on the number of eligible entries received during the Entry Period. Maximum ARV of all prizes: \$11,000. **Limit:** One (1) prize per person or household. Gift card prizes are subject to the terms and conditions governing each gift card; gift cards cannot be redeemed as payment for purchases of additional gift card(s) or as an adjustment to prior purchase(s) made at the retailer related to gift card. Gift Card will not be replaced if lost or stolen. No prize substitution or transfer of any prize by any winner is permitted. All federal, state and local taxes or other expenses, if any, relating to the use, acceptance and possession of prize are the sole responsibility of each winner.

WINNER NOTIFICATION/VERIFICATION: A gift card prize will be awarded to each randomly selected winning entry and another gift card prize of the same value will be awarded to the friend tied back to winning entry. If no friend is tied back to the winning entry, then the corresponding prize for the friend will not be awarded. For purposes of these Official Rules, each name connected with a winning entry and the corresponding friend's details (if disclosed on winning entry) will be referring thereafter as a potential winner (subject to verification). Each potential winner will be randomly selected and notified by email, U.S. mail and/or overnight carrier on or about 11/30/18. The contact information at time of entry will be used to notify each winner. At Administrator's discretion, any winner may be required to complete and return an Affidavit of Eligibility and Liability and, unless prohibited by law, Publicity Release ("Affidavit/Release") as well as any other documents ("Prize Notification Documents") within seven (7) days of date specified on notification, or he/she may be disqualified. If a winner is considered to be an eligible minor in his/her state of primary residence, a parent or legal guardian will be required to execute and return Affidavit/Release and/or any other required document on winner's behalf. If an Affidavit/Release, or a prize notification, or prize is returned as undeliverable or if a prize is forfeited, or if required any document is not returned within such time period, or if a winner cannot accept or receive the prize for any reason, or if s/he is not in compliance with these Official Rules, the corresponding prize may not be awarded. The Sponsor reserves the right to modify the notification procedures in connection with the selection of an alternate winner, if any. Prize award notices will be sent to each winner approximately thirty (30) days after winner verification. A potential winner is not a recipient of a prize until s/he has been verified or notified as a confirmed winner by the Sponsor and/or Administrator. Except where prohibited by law, entry and acceptance of prize constitute permission for Sponsor and its agents to use each winner's name, prize won, hometown, likeness, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission. Upon fulfilling prize, the Sponsor will be deemed to have awarded the prize and shall have no further obligations to any winner.

GENERAL & LIMITATIONS OF LIABILITY: Entrants agree to these Official Rules and the decisions of the Administrator and the Sponsor, and on their behalf, and on behalf of their respective heirs, executors, administrators, legal representatives, successors and assigns ("Releasing Parties"), release, defend and hold harmless the Released Entities as well as the employees, officers, directors and agents of each Released Entity from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, lost profits, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages,

judgments, extent, executions, claims and demands whatsoever, in law, admiralty or equity, whether known or unknown, foreseen or unforeseen, against Released Entities which any one or more of the Releasing Parties ever had, now have or hereafter can, shall or may have which in any way arise out of or result from entrant's participation, acceptance and use or misuse of a prize (if entrant is selected and verified a winner).

In the event Sponsor is prevented from continuing with the Sweepstakes as contemplated herein by any event beyond its control, or otherwise, including but not limited to fire, flood, hurricane, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state, or local government law, order, or regulation, or order of any court or other cause, or concerns regarding the safety of any winner, Sponsor shall have the right, to modify, suspend, extend or terminate the Sweepstakes in whole or in part, at any time and without notice or obligation. Entrants assume all liability for any injury, including death or damage caused or claimed to be caused, by participation in this Sweepstakes or use, misuse or redemption of prize (if entrant is selected and verified a winner). Sweepstakes shall be governed by and interpreted under the laws of the State of New York, U.S.A. without regard to its conflicts of laws provisions. Entrants hereby agree that any and all disputes, claims, causes of action, or controversies ("Claims") arising out of or in connection with this Sweepstakes shall be resolved, upon the election by entrant or Sponsor, by arbitration pursuant to this provision and the code of procedures of either the National Arbitration Forum ("NAF") or the American Arbitration Association ("AAA"), as selected by the entrant. IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM. FURTHER, NEITHER SPONSOR NOR ENTRANT WILL HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR OTHER PERSONS SIMILARLY SITUATED, OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT ENTRANT WOULD HAVE IF ENTRANT WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS SWEEPSTAKES. ENTRANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE. The arbitrator's authority to resolve Claims is limited to Claims between Sponsor and entrant alone, and the arbitrator's authority to make awards is limited to awards to Sponsor and entrant alone. Furthermore, claims brought by either party against the other may not be joined or consolidated in arbitration with Claims brought by or against any third party, unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore such exclusions may not apply to you. Notwithstanding any other provision in this Agreement and without waiving either party's right to appeal such decision, should any portion of this paragraph be deemed invalid or unenforceable, then the entire provision (other than this sentence) shall not apply.

By participating in the Sweepstakes, entrants (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and/or the Administrator which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes. Sponsor reserves the right to: permanently disqualify from any Sweepstakes or any promotion it sponsors any person it believes has intentionally violated these Official Rules; and terminate the Sweepstakes if it becomes technically corrupted and to select winners from among all eligible entries received prior to termination. LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

envelope (return postage not required for Vermont residents) by 12/31/18 to: HelloShare Cyber Monday Sweepstakes Winners List, c/o: Ventura Associates International LLC - Attn.: DE (HELLO), 494 Eighth Avenue; Suite 1700, New York, NY 10001.

SPONSOR: HelloFresh, 40 West 25th Street, New York, NY 10010.

OPT-OUT: To opt out of future offers from HelloFresh, visit: <https://www.hellofresh.com/privacy/?redirectedFromAccountArea=true>.

Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter or Instagram. Any questions, comments or complaints regarding the Sweepstakes must be directed to the Sponsor or Administrator, and not to Facebook, Twitter or Instagram.