## HELLOFRESH GLOBAL EATS SWEEPSTAKES OFFICIAL RULES

### NO PURCHASE NECESSARY TO ENTER OR WIN.

# A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

# The HelloFresh Clobal Eats Sweepstakes (the "Game") begins at 12:00:01 a.m. Eastern Time ("ET") on 7/21/18 and ends at 11:59:59 p.m. ET on 8/31/18 (the "Play Period").

ELIGIBILITY: Came is open to individuals who at time of playing who 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"), Secret Food Tours, 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. Game is governed by U.S. law and is subject to all applicable federal, state and local laws and regulations. Game is void where prohibited by law.

#### THERE ARE TWO WAYS TO PLAY FOR PRIZES:

For a chance to win the Grand Prize: (a) You are automatically entered for a chance to win the Grand Prize when you order a Global Eats recipe meal kit during the Play Period. (b) Or, hand print your name, address, telephone number and email address on a postcard with a short essay of 100 words (or less) stating why you wish to win the trip. Mail your postcard entry to: HelloFresh Global Eats Grand Prize Drawing, c/o HelloFresh USA, Attn.: M. Kamaishah, 100 Mulberry Street, Newark, NJ 07102. Postcard entries must be postmarked during the Play Period and received by 9/7/18. Regardless of entry method, limit: Four (4) entries per person during the Play Period. Only postcard entries will be accepted. All other entries will be void. Grand Prize winner will be selected on or about 9/18/18 from all eligible Grand Prize entries received during the Play Period.

For a chance to win an Instant Win prize: A "pair of winning tickets" will be randomly inserted in shipments of Clobal Eats recipes or sent to winning entrants during the Play Period. If you receive a pair of winning tickets, you will win an instant win prize (subject to verification). To claim prize, follow the instruction on the voucher. Only verified winners will be notified.

If your Clobal Eats recipe shipment does not contain a pair of winning tickets and you wish to play again without making an additional purchase, or If you wish to play for free for a chance to win an instant win prize, hand print your name, address, telephone number and email address on a postcard with a short essay of 100 words (or less) stating why you wish to win a food tour. Mail your postcard entry to: HelloFresh Global Eats Free Game Play, c/o Ventura Associates Intl, 494 Eighth Avenue, Suite 1700, New York, NY 10001. Requests for a free game play must be postmarked by 9/6/18 and received by 9/7/18. Limit: Four (4) requests per address or email address. Only postcard requests will be accepted. Limit: Four (4) instant win plays regardless of method of entry. All other requests will be void. Upon receipt of a game play request, the Administrator will play for the entrant on his or her behalf. Only verified winners will be notified. UNCLAIMED INSTANT WIN PRIZES WILL NOT BE AWARDED.

All persons, by participating in this Game, and/or by submitting an instant win prize claim, agree to be bound by these Official Rules and the decisions of the Sponsor and Administrator which shall be final and binding. All requests and claims become the property of the Sponsor and will not be returned or acknowledged, except if winning tickets are validated as a winner. Sponsor is not responsible for any typographical, printing or other errors; or for tickets that are late, lost, incomplete, misdirected, stolen, mutilated, illegible, postage due, damaged, torn or separated or any combination thereof due to improper packaging or any reason. Winning tickets that contain printing errors, are altered, forged, defaced, tampered with, photocopied, mechanically reproduced, distributed where prohibited by law or not obtained through proper channels as described herein will be deemed null and void. Anti-fraud detection devices may be used to verify instant win prize winners. Any winning ticket will be void if it fails to pass anti-fraud detection measures or if it fails to contain special markings and/or security codes used by the Sponsor and its agents in this Game. If through printing or production errors, more winning tickets are printed and distributed than the prize quantities offered in the Official Rules, no more than the actual number of instant win prizes per the Game's Official Rules will be awarded. If such a situation occurs, winner will be determined in a random drawing from among all submitted eligible and verified winning prize claim(s).

CONSUMER DISCLOSURES: You have not yet won. Game ends: 8/31/18. One (1) Grand Prize: Winner will receive a 7-day trip for two to Asia (approximate retail value ("ARV"): \$5,000. 100 Instant Win Prizes: Two tickets to a Secret Food Tour of winner's choice within the United States (ARV: \$100 each pair). Odds of winning Grand Prize depend on number of eligible entries received during the Play Period, estimated at 1:160,000. Odds of winning an instant win prize are approximately 1:1,600. Sponsor: HelloFresh, 40 West 25th Street, New York, NY 10010.

Maximum ARV of all prizes: \$15,000. Limit: One (1) instant win prize per person or household. Arrangements for the fulfillment of any prize will be made by Secret Food Tours. No substitution of any prize offered, no transfer of any prize to a third party is permitted and prizes may not be redeemed for cash value, except by Sponsor or Secret Food Tours, who reserve the right in its sole discretion to substitute any prize (or prize component) for a prize of comparable or greater value. All fees, federal, state, local, taxes (including income) or other expenses relating to the use, acceptance and possession of any prize are the sole responsibility of each winner. All prizes subject to the terms and conditions of Secret Food Tours. An IRS form 1099 will be filed in the name of the Grand Prize winner for the retail value of the Grand Prize. GRAND PRIZE DETAILS: Grand Prize consists of: Round-trip economy class airfare from/to a major commercial airport nearest to winner's primary residence to Hong Kong, Hanoi (Vietnam) and Bangkok (Thailand), flights may include stopovers and/or connections, double occupancy accommodations (room and room tax only) for six (6) nights; daily activities plus a 3-hour food tour in each city. All other meals, ground transportation, taxes, gratuities, incidentals, upgrades, service charges or other expenses not specified herein are not included and are the sole responsibility of Grand Prize winner. Travel, hotel and other accommodations are subject to availability. Trip must be booked with Secret Food Tours within six (6) months after winner verification. Winner will be required to provide at least 3 months of advance notice of desired travel dates. Travel dates will exclude certain holidays including Christmas, New Year and Lunar New Year. Certain restrictions and additional blackout dates may apply. Winner and his/her guest must travel together on same itinerary, including same departure and return dates. Grand Prize winner acknowledges that activities and/or tour(s) are beyond the control of the Secret Food Tours and are subject to being rescheduled, modified or cancelled. In the event an activity and/or a tour is postponed or canceled, or if winner and/or guest cannot attend an activity and/or tour for any reason, no compensation or substitution will be provided and Secret Food Tours shall have no further obligation to the winner for these portion(s) of the prize. If for any reason whatsoever, the Grand Prize winner is unable to travel after all travel arrangements have been made and paid, the Sponsor shall have no further obligation to Grand Prize winner. Grand prize winner and guest must comply with any security procedures or measures imposed by Secret Food Tours personnel and/or its representative(s). The Sponsor and/or Secret Food Tours personnel/representative(s) reserve the right in their sole discretion to suspend or cancel winner's and/or guest's attendance of an activity and/or tour due to non-compliance with any security procedure or inappropriate behavior or misconduct. Winner and his/her guest are responsible for obtaining proper documentation (i.e., visa, passport), and any necessary travel insurance and vaccines (if applicable) prior to travel. Guest must meet the age of majority within her jurisdiction and will be required to execute and return a Liability/Publicity Release prior to travel. INSTANT WIN PRIZE DETAILS: Each verified winner will receive two (2) tickets to a Secret Food Tour within the United States. Prize does not include any transportation or hotel/lodging accommodations all of which will be each winner's responsibility. Instant win prizes are awarded as a code to claim prize. Code valid for six (6) months and subject to availability and more than twenty four (24) notice. Tours are not available during certain holidays including Christmas, New Year and Lunar New Year. Certain restrictions and additional blackout dates may apply. Visit https://www.secretfoodtours.com/ for details.

WINNER NOTIFICATION/VERIFICATION: Once a potential winner is selected or verified, the potential winner will be notified by email, U.S. mail and/or overnight carrier. The contact information at time of entry or provided at time of prize claim will be used to notify each winner. At the judges' 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 disgualified. The Sponsor reserves the right to investigate the Grand Prize winner to determine if s/he has been truthful, and to disqualify him or her if the requirements of the Official Rules were not met. 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 on winner's behalf. If an Affidavit/Release, and/or an instant win prize notification, or instant win prize is returned as undeliverable or if a prize is forfeited, or if required documents are 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 Grand Prize winner, if any. Prize award notices will be sent to each winner approximately thirty (30) days after 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 its 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, video tape, photographs, 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. Furthermore, Sponsor, Secret Food Tours and/or their agents may film, record and/or take photographs of the Grand Prize winner (and guest) before/during/after travel, and may use the resulting footage, recordings or photographs for a range of purposes, including, without limitation, for marketing and promoting Sponsor and/or its promotion partners/agents and their respective products and services. No additional compensation will be provided for any resulting footage. 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 judges 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. In the event Sponsor is prevented from continuing with the Game 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 or guest, Sponsor shall have the right, to modify, suspend, extend or terminate the Game 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 Game or use, misuse or redemption of prize, if entrant is determined a winner. Came 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 Game 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 GAME. 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.

Entry materials/data that have been tampered with or altered, or mass entries are void. The Sponsor is not responsible for the failure of any third party to comply with the instructions and proper administration of this Game. By participating in the Game, 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, Secret Food Tours and/or the Administrator which are final and binding in all matters relating to the Game. Failure to comply with these Official Rules may result in disqualification from the Game. Sponsor reserves the right to: permanently disqualify from any game or promotion it sponsors any person it believes has intentionally violated these Official Rules; and terminate the Game if it becomes technically corrupted and to select the Grand Prize winner (only) from among all eligible Grand Prize Drawing 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 GAME, 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.

WINNERS LIST: For a list of winners (available after 10/31/18) send a stamped, self-addressed envelope (return postage not required for Vermont residents) by 10/31/18 to: HelloFresh Global Eats Sweepstakes Winners List, c/o: Ventura Associates International LLC - Attn.: DE (HELLO), 494 Eighth Avenue; Suite 1700, New York, NY 10001.

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