

**THIS CONTEST IS OPEN TO CANADIAN RESIDENTS ONLY (EXCLUDING QUEBEC AND CANADIAN TERRITORIES)  
AND IS GOVERNED BY CANADIAN LAW**

**Standard data rates apply to participants who choose to participate in the Contest via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.**

**1. CONTEST PERIOD:**

The HelloFresh *Valentine's Day Hotline* contest (the “**Contest**”) begins on February 12, 2024 at 12:01:00 a.m. Eastern Time (“**ET**”) and ends on February 13, 2024 at 12:00:00 p.m. ET (the “**Contest Period**”).

**2. ELIGIBILITY:**

Contest is open only to residents of Canadian provinces (excluding Quebec) who have reached the legal age of majority in their province of residence at the time of participation, except employees, representatives or agents (and those with whom such persons are living, whether related or not) of GDE Grocery Delivery E-Services Canada, Inc. (the “**Sponsor**”), its respective affiliated companies, prize suppliers, advertising/promotion agencies and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfillment of the Contest (collectively with the Sponsor, the “**Contest Parties**”). For the avoidance of doubt, residents of Canadian territories and of the province of Quebec are not eligible to participate in this Contest. Participants must be available to receive the prize from 8:00 a.m. to 8:00 p.m. (in the time zone they reside in) at their address of residence, as listed on their Entry Form (as defined below) on February 14, 2024. Please note that it is not necessary to be home to receive delivery but the box must be able to be left somewhere safe.

**3. AGREEMENT TO BE LEGALLY BOUND BY RULES:**

By participating in this Contest, you are signifying your agreement that you have read and agree to be legally bound by the terms and conditions of these Official Rules and Regulations (the “**Rules**”).

**4. REGIONS:**

For the purposes of the Contest, there will be three (3) Regions (each, a “**Region**”) as follows:

- **Region 1:** Ontario, Newfoundland and Labrador, Prince Edward Island, Nova Scotia and New Brunswick
- **Region 2:** Manitoba, Saskatchewan, Alberta,
- **Region 3:** British Columbia

**5. HOW TO PARTICIPATE:**

NO PURCHASE NECESSARY. MAKING A PURCHASE WILL NOT IN ANY WAY WHATSOEVER INCREASE OR OTHERWISE IMPACT YOUR CHANCES OF WINNING IN THIS CONTEST.

There are two ways to participate, as follows:

- **Hotline entry:** To participate, send a text LOVE to 1-833-HFLOVES (1-833- 435-6837) during the Contest Period to receive a link to an entry form (the “**Entry Form**”). Complete the Entry Form with all required information, which may include a requirement to submit your name, address for delivery, phone number and email address. Once you have fully completed the Entry Form, click “Submit”.

**OR**

- **No-purchase entry:** To participate, visit [hellofresh.ca/datenight](https://hellofresh.ca/datenight) during the Contest Period and follow the on-screen instructions to access the link to an Entry Form. Complete the Entry Form with all required information, which may include a requirement to submit your name, address for delivery, phone number and email address. Once you have fully completed the Entry Form, click “Submit”.

Upon submitting your fully completed Entry Form in accordance with these Rules (as determined by the Sponsor, in its sole and absolute discretion), you will be eligible to receive one (1) Entry in the Contest. To be eligible, your completed Entry Form must be received during the Contest Period.

**There is a limit of ten (10) Entries per person.**

**6. PARTICIPATION CONDITIONS:**

If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to use multiple names, multiple identities, multiple email addresses, any automated, macro, script, robotic or other system(s) or program(s) and/or any other means not in keeping with the Sponsor’s interpretation of the letter and/or spirit of these Rules to participate in or to disrupt this Contest; then they may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. An Entry may be rejected if (in the sole and absolute discretion of the Sponsor) the associated Entry Form is not fully completed in accordance with these Rules. The Contest Parties and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the “**Released Parties**”) are not responsible for (and have no liability in relation to) late, lost, misdirected, delayed, incomplete or incompatible Entry Forms and/or other information (all of which are/is void).

**7. VERIFICATION:**

The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor –

including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry, Entry Form and/or other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with the Sponsor's interpretation of the letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of this Contest will be the official time-keeping device(s) used by the Sponsor.

#### 8. THE PRIZES:

There will be a total of twenty (20) Prizes (each, a "Prize") available to be won in this Contest, each consisting of a HelloFresh meal box including 3 meals and 1 dessert, pre-chosen by the Sponsor, at its sole and absolute discretion, that will be delivered at each confirmed winner's postal address (which must be an eligible delivery address, as determined by the Sponsor in its sole discretion).

Each Prize has a total approximate retail value of \$119 CAD.

Without limiting the generality of the foregoing, the following general conditions apply to each Prize: (i) Prize must be accepted as awarded and is not transferable, assignable and/or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion); (ii) no substitutions are permitted, except at Sponsor's option; (iii) participation in the Prize must occur within and/or on or before the date or dates specified by the Sponsor (otherwise the Prize may, in the sole and absolute discretion of the Sponsor, be forfeited in its entirety and, if forfeited, nothing will be substituted in its place); (iv) the costs of everything not specifically and expressly stated above as included in the Prize are the sole and absolute responsibility of the confirmed winner; (v) Sponsor reserves the right at any time to: (a) place reasonable restrictions on the availability or use of the Prize or any component thereof; and (b) substitute the Prize or a component thereof for any reason with a prize or prize component(s) of equal or greater retail value, including, without limitation, but solely at the Sponsor's sole discretion, a cash award; and (vi) by accepting the Prize, the confirmed winner agrees to waive all recourse against the Sponsor and all of the other Released Parties if the Prize or a component thereof does not prove satisfactory, either in whole or in part.

None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of any Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, each confirmed winner understands and acknowledges that they may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the other Released Parties should their Prize fail to be fit for its purpose or is in any way unsatisfactory.

#### 9. ELIGIBLE WINNER SELECTION PROCESSES:

On February 14, 2024 (the "Selection Date") in Toronto, ON between 12:00 p.m. and 1:00 p.m. ET, fourteen (14) eligible winners in Region 1, four (4) eligible winners in Region 2 and two (2) eligible winners in Region 3 will be selected by random draw from among all eligible Entries submitted and received in accordance with these Rules in each Region. The eligible winners for the Regions are respectively the first fourteen (14) eligible participants for Region 1, the first four (4) eligible participants for Region 2, and the first two (2) eligible participants for Region . The odds of winning depend on the number of eligible participants in each Region.

#### 10. ELIGIBLE WINNER NOTIFICATION PROCESS:

The Sponsor or its designated representative will notify eligible winners by 2:00 p.m. on the Selection Date. If an eligible winner cannot as outlined above, or if there is a return of any notification as undeliverable; then they may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate eligible participant from among the remaining eligible Entries in the applicable Region in accordance with these Rules (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

#### 11. ELIGIBLE WINNER CONFIRMATION PROCESS:

NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS THEM AS A WINNER IN ACCORDANCE WITH THESE RULES. IN ORDER TO BE DECLARED A CONFIRMED PRIZE WINNER, each eligible winner will be required to: (a) have correctly answered a mathematical skill-testing question without mechanical or other aid (which will be administered in the Entry Form); and (b) agree, in the Entry Form, to the following: (i) comply with these Rules; (ii) acknowledge acceptance of the Prize (as awarded); (iii) release the Sponsor and all of the other Released Parties from any and all liability in connection with this Contest, their participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; and (iv) agree to the publication, reproduction and/or other use of their name, city and province of residence, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner or medium whatsoever, including print, broadcast or the internet. If an eligible winner: (a) fails to correctly answer the skill-testing question; (b) fails to agree to the elements listed in (b) above; (c) cannot accept (or is unwilling to accept) the Prize (as awarded) for any reason; and/or (d) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then they may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate eligible participant from among the remaining eligible Entry Forms in the applicable Region in accordance with these Rules (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

#### 12. GENERAL CONDITIONS:

This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all participants without right of appeal.

ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE SPONSOR'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

The Sponsor and the other Released Parties will not be liable for: (i) any failure of any website or any platform during the Contest; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Entry, Entry form and/or other information to be received, captured or recorded (or to otherwise work properly) for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the Internet or at any website; (iv) any injury or damage to a participant's or any other person's computer or other device related to or resulting from participating in the Contest; (v) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner; and/or (vi) any combination of the above.

The Sponsor reserves the right, in its sole and absolute discretion, to cancel, withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules, including, without limitation, any error, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever. Any attempt to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law.

The Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. Without limiting the generality of the forgoing, the Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

By participating in this Contest, each participant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using any personal information submitted for the purpose of administering the Contest and in accordance with Sponsor's privacy policy (available at: <https://www.hellofresh.ca/about/privacy>). This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

The Sponsor reserves the right, in its sole and absolute discretion, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent deemed necessary by the Sponsor, for purposes of verifying compliance by any participant, Entry, Entry Form or other information with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to any instructions or interpretations of these Rules given by any representative of the Sponsor, the terms and conditions of these Rules shall prevail, govern and control to the fullest extent permitted by law.

The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of participants, Sponsor or any of the other the Released Parties in connection with the Contest will be governed by and construed in accordance with the domestic 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. The parties hereby consent to the exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Rules or relating to this Contest.