

## HOME CHEF FRESH START SWEEPSTAKES OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

**SWEEPSTAKES ENTRY PERIOD:** The Home Chef Fresh Start Sweepstakes (the "Sweepstakes") begins at 12:00:01 AM Eastern Time ("ET") on January 18, 2023 and ends at 11:59:59 PM ET on January 31, 2023 (the "Sweepstakes Period").

**ELIGIBILITY:** The Sweepstakes is open to legal residents of the 48 contiguous United States and the District of Columbia ("D.C."), who are age 18 or older at the time of entry. Void in Alaska and Hawaii, outside the 48 contiguous U.S./D.C., and wherever else prohibited by law. Employees of Relish Labs LLC (the "Sponsor"), Promotion Activators Management, LLC (the "Sweepstakes Administrator") and their respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members (spouses, parents, children, and siblings and their spouses) of, and/or those living in the same household of each, are not eligible to enter.

**HOW TO ENTER:** Visit [www.freshstarhomechef.com](http://www.freshstarhomechef.com), follow all entry instructions to complete the entry form including a story of up to 500 words, in English, that answers the question "What is your 2023 goal to a Fresh Start" ("Story") and submit to receive one (1) entry into the Sweepstakes (the "Entry"). Entries must be received between January 18, 2023 at 12:00:01 AM ET and January 31, 2023 at 11:59:59 PM ET. Entrants are subject to all notices posted online including but not limited to the Sponsor's Privacy Policy, which can be found at <https://www.homechef.com/privacy-policy>. **Note: Quality of Story submitted will not be factored into the determination of the winners. Stories must comply with the guidelines below.**

**Limit: One (1) Entry per person regardless of whether entrant has more than one email address.** All received Entries (but not the Stories) become the property of the Sponsor and will not be acknowledged or returned.

**ENTRY REQUIREMENTS & CONDITIONS:** All Entries submitted must comply with the following minimum guidelines to be eligible:

- Once an Entry has been submitted, it cannot be modified or deleted by the Entrant.

- Each submitted Entry must be original.
- Entry cannot be profane, pornographic, sexually explicit, or suggestive or contain nudity.
- Entry cannot be violent or promote firearms/weapons.
- Entry cannot promote alcohol, illegal drugs, or tobacco.
- Entry cannot defame, misrepresent, or contain disparaging remarks about people, brands, products, or companies.
- Entry cannot contain content that defaces or depicts any person, brand, product, or company in a negative or inappropriate manner.
- Entry cannot be obscene or offensive, endorse any form of hate or hate group or be derogatory to any ethnic, racial, gender, religious, professional or age group.
- Entry cannot reference or contain materials embodying copyrighted names or other indicia identifying any brand, products, company, or person, living or dead, without permission.
- Entry cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate.
- Entry cannot describe illegal activity and cannot itself be in violation of any law.
- Entry cannot in any way reference persons or organizations without written permission from any person or organization whose name is used.
- Entry may not violate the right of privacy or publicity of any person.

By submitting an Entry, the Entrant understands and grants to the Sponsor an irrevocable, perpetual, non-exclusive worldwide license to use their Entry, any materials submitted with their Entry, name, hometown and likeness on the Sponsor's various websites and social media sites and in advertising and/or promotional activities worldwide without compensation, permission, or notification. Sponsor reserves the right in its sole and absolute discretion to alter, change or modify any Entry, which includes the Story.

By submitting an Entry, entrant warrants and represents that: (a) Entry does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other legal or moral rights of any person or entity; (b) entrant owns all rights to the Entry, including without limitation, copyrights; and (c) entrant will indemnify and hold harmless the Sponsor, Sweepstakes Administrator and related entities, agents and assigns from any claims and damages (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach of entrant's representations and warranties herein, the Entry, or entrant's conduct in creating the Entry, the acceptance or use of any prize or otherwise in connection with this Sweepstakes

**One (1) Grand Prize:** There is one (1) Grand Prize. One (1) Grand Prize winner will receive \$5,000 cash (awarded in the form of a check) and one-year of Home Chef Meals (approximately three [3] meals with two [2] servings each

weekly for the remainder of 2023) credited directly to the winner's account. Approximate retail value ("ARV"): \$8,150.

**Ten (10) First Prizes:** There are (10) First Prizes. Each First Prize winner will receive a credit for three (3) months of Home Chef Meals (approximately three [3] meals with two [2] servings each weekly) credited directly to winner's Home Chef account. ARV: \$599 each.

Prizes are subject to the terms and conditions imposed by the Sponsor. If a winner does not have a Home Chef account, the winner may create one for free. **Note: If a winner resides in an eligible state but in an area where Home Chef delivery isn't available, such winner will receive the cash equivalent of the prize which will be awarded in the form of a check. To find out if Home Chef delivers to your area, go to [www.homechef.com](http://www.homechef.com) and follow instructions to sign up. Non-eligible locations will be identified during the sign up process.**

**The total ARV of all prizes is \$14,140.**

There is a limit of one (1) prize per person.

**RANDOM DRAWING:** The winners will be selected in a random drawing on or about February 7, 2023, from among all eligible Entries received during the Sweepstakes Period by the Sweepstakes Administrator, an independent representative of the Sponsor whose decisions are final. Odds of winning will depend upon the total number of eligible Entries.

**WINNER NOTIFICATIONS & VERIFICATIONS:** Sponsor will attempt to notify potential winners via email and/or phone. Potential winner will be required to sign an Affidavit of Eligibility, a Liability Waiver, an IRS W-9 Form and where allowable, a Publicity Release (collectively, "the Releases"), and the Releases must be returned within seven days of the date Sponsor sends them to potential winner. These Releases will require the Grand Prize winner to furnish their Social Security Number for the sole purpose of tax reporting, as required by law. Prizes will be awarded within approximately 45 days after the winner is verified.

If a winner is otherwise eligible under these Official Rules but is nevertheless deemed a minor in their state of primary residence, the prize will be awarded in the name of winner's parent or legal guardian who will be required to execute and return the Releases on minor's behalf, as applicable.

If a prize notification or prize is returned as undeliverable, if potential winner does not respond within 48 hours of initial notification attempt, if potential winner is found to be ineligible or not in compliance with these Official Rules, or if potential winner does not sign and return Releases by the deadline set by

Sponsor, that potential winner will be disqualified, and the prize may be awarded to an alternate winner in a separate random drawing from remaining eligible, non-winning Entries. All properly claimed prizes will be awarded, but, if Sponsor is unable to determine and verify a potential winner after repeated alternate drawings or if Sponsor fails to receive a sufficient number of Entries to correspond to the number of prizes available to be awarded, Sponsor reserves the right to not award such prize(s).

**PRIZE CONDITIONS:** Prizes are not redeemable for cash, assignable, transferable and may not be substituted except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value at its discretion. Any other incidental expenses on prize not specified herein are the winner's sole responsibility. Winners are responsible for all federal, state, local and income taxes associated with winning prize.

**SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF A WINNER'S ACCEPTANCE OR USE OF A PRIZE.**

Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, prize won, hometown, likeness, video recordings, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winners acknowledge that the Sponsor and all other businesses affiliated with this Sweepstakes and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of the prize being offered, except that each merchandise prize will be subject to its manufacturer's standard warranty (if any). Once the prize has been delivered to the winner's provided address, the prize is considered awarded.

**GENERAL:** Although subsequent attempts to enter may be received, only the first complete Entry received from a particular entrant will be eligible; subsequent attempts by the same person to enter, including Entries submitted with an alternate email address, will be disqualified, if discovered by Sponsor.

Entrants agree to these Official Rules and the decisions of the Sponsor and the Sweepstakes Administrator, and release the Sponsor, the Sweepstakes

Administrator, and their affiliated companies, and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors, and agents of each (the "Released Parties"), from all claims and liability relating to their participation in the Sweepstakes, and the acceptance and use/misuse of the prize offered. Entrants assume all liability for and Released Parties will be held harmless against any liability for any injury, losses or damages of any kind to persons, including personal injury or death, or injury to property caused or claimed to be caused in whole or in part, directly or indirectly, by participation in this Sweepstakes, acceptance, possession, or use/misuse of the prize, or any claims based on publicity rights, defamation or invasion of privacy, or merchandise delivery. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize.

If there is a dispute over the identity of an entrant, Entry will be deemed submitted by the "Authorized Account Holder" of the email address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. Sponsor may ask any entrant or potential winner to provide Sponsor with proof, to Sponsor's satisfaction, that such party is the authorized account holder of the email address associated with the Entry. Entry materials/data that have been tampered with or altered, or mass Entries or Entries generated by a script, macro or use of automated devices are void. The Released Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible Entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, entrant (i) agrees to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the Sweepstakes Administrator, which are final and binding in all matters relating to the Sweepstakes. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules, or in an unsportsmanlike or disruptive manner. If a dispute arises regarding compliance with these Official Rules, Sponsor may consider, in its sole discretion, data reasonably available to Sponsor through information technology systems in Sponsor's control, but Sponsor will not be obligated to consider any data or other information collected from any other source. Sponsor's failure to enforce

any term of these Official Rules will not constitute a waiver of that provision. If there is any conflict between any term of these Official Rules and any of the entry or marketing materials used in connection with the Sweepstakes, the terms of these Official Rules will govern.

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, or any factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor. If, for any reason, the Sweepstakes cannot be run as planned, Sponsor may disqualify any suspect Entries or individuals from the Sweepstakes and any sweepstakes it sponsors and (a) suspend the Sweepstakes and modify the Sweepstakes to address the impairment, then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and/or (b) award the prizes at random from among the eligible, non-suspect Entries received up to the time of the impairment. If Sponsor does so, Sponsor will post notice on the Sweepstakes webpage.

THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS SWEEPSTAKES CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, EPIDEMICS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT, OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR. BY PARTICIPATING IN THIS SWEEPSTAKES, PARTICIPANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE, AS APPLICABLE. FURTHER, SPONSOR SHALL NOT BE RESPONSIBLE FOR ANY CANCELLATIONS, DELAYS, DIVERSIONS, CHANGES IN SERVICE OR ACCOMMODATIONS OR SUBSTITUTIONS, OR FOR ANY ACTS OR OMISSIONS BY ANY THIRD PARTIES BEYOND ITS REASONABLE CONTROL, INCLUDING AIR CARRIER(S) AND OTHER TRANSPORTATION COMPANIES; LODGING, RESTAURANT OR OTHER HOSPITALITY PROVIDERS; ENTERTAINMENT PROVIDERS, VENUES OR ARTISTS; OR OTHER THIRD PARTY PROVIDERS SUPPLYING ANY SERVICES OR COMPONENTS OF THE PRIZE(S) TO WINNERS AND/OR THEIR GUESTS, OR FOR ANY RESULTING INJURIES, INCLUDING MONEY DAMAGES, COSTS AND EXPENSES, PROPERTY DAMAGES, PERSONAL INJURIES OR DEATH RESULTING THEREFROM.

**LEGAL WARNING:** ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS 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.

**GOVERNING LAW AND LIMITATION OF LIABILITY:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the **State of Illinois**, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

**DISPUTES:** The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties will be entitled to seek injunctive or equitable relief in the state and federal courts in Cook County, IL and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes will be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. If JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for

Arbitration”, then either party can elect to have the arbitration administered by the American Arbitration Association (“AAA”) or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Cook County, IL. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn’t apply and the dispute must be brought in a court of competent jurisdiction in Cook County, IL. Sponsor agrees to pay the administrative and arbitrator’s fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

**PRIVACY:** As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver their name, address, and other information to third parties, including Sweepstakes Administrator, for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules, including, without limitation, the storing of your personal information for purposes of complying with state record retention requirements. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner’s list. Personal information collected from entrants is subject to the Sponsor’s Privacy Policy, which can be found at <https://www.homechef.com/privacy-policy>.

**OFFICIAL RULES REQUEST:** To request or view a copy of these Official Rules, visit [www.freshstarhomechef.com](http://www.freshstarhomechef.com) or send a self-addressed, stamped envelope by February 7, 2023, to: The Home Chef Fresh Start Sweepstakes Rules Request, PO Box 6000, Morton Grove, IL 60053.

**WINNER CONFIRMATION REQUEST:** For a written confirmation of the winners (available after February 7, 2023, send a stamped, self-addressed envelope (no later than April 7, 2023), to: Home Chef Fresh Start Sweepstakes Winners, PO Box 6000, Morton Grove, IL 60053.

**SPONSOR:** Relish Labs LLC, 433 W Van Buren St, Chicago, IL 60607.

**SWEEPSTAKES ADMINISTRATOR:** Promotion Activators Management, LLC, 5550 Touhy Ave, Suite L10, Skokie, IL 60077.

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