

**Home Chef Kitchen Makeover Sweepstakes
OFFICIAL RULES**

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

1. SPONSOR: The Home Chef Kitchen Makeover Sweepstakes (referred to hereafter as “Sweepstakes”) is sponsored by Relish Labs LLC d/b/a Home Chef located at 433 West Van Buren Street, No. 750N, Chicago, IL 60607.

2. SWEEPSTAKES ENTRY PERIOD: Sweepstakes begins on January 1, 2021 at 12:01 a.m. Central Time (“CT”) and ends on January 31, 2021 at 11:59 p.m. CT (“Sweepstakes Entry Period”). Sponsor’s computer system will be the official timekeeper of the Sweepstakes. Internet access charges imposed by your online service provider may apply. If you enter using a mobile device, standard data rates may apply from your wireless carrier.

3. ELIGIBILITY: Sweepstakes is open to legal residents of the 50 United States or the District of Columbia who are 18 years of age or older at time of entry and who live within the area to which Home Chef delivers its meal subscriptions or who live within 25 miles of a Kroger supermarket store. Employees and their immediate family members of Sponsor, The Kroger Company, Poppin’ Jay, Inc. d/b/a Blue Chip, Ventura Associates International LLC (“Administrator”), their parent companies, affiliates, subsidiaries, advertising agencies, promotion agencies involved in this Sweepstakes (collectively, the “Sweepstakes Entities”) are not eligible to participate or win. Void where prohibited by law.

The term “immediate family members” means parents, step-parents, children, step-children, siblings, step-siblings, spouses or grandparents, regardless of where they live.

By participating, you agree to abide by and be bound by these Official Rules, and the decisions of Sponsor and its agents are final and binding in all respects.

4. HOW TO ENTER: During the Sweepstakes Entry Period, there are three ways to enter the Sweepstakes.

Method #1 – Subscription:

You are automatically entered in the Sweepstakes each time you purchase a Home Chef meals delivery at <https://www.homechef.com/>. For example: if you have 4 Home Chef meal plan deliveries (regardless of number of meals purchased) in January 2021, you will earn 4 entries in the Sweepstakes.

Method #2 – In Store:

If you make any purchase of any Home Chef product (this includes Home Chef Meal Kit, Home Chef Heat & Eat, Home Chef Ready to Cook, Home Chef Soups, Home Chef Deli, Home Chef rotisserie chickens, Home Chef wings, Home Chef tenders and Home Chef ribs) at a participating Kroger store, circle the Home Chef product purchase on your receipt, scan or take a picture of your receipt and upload that receipt at www.homechefkitchenmakeover.com (“Website”) including following instructions onscreen and submitting your information. You will earn one entry in the Sweepstakes regardless of how many Home Chef products purchased on that receipt. At Sponsor’s sole discretion, Sponsor may disqualify all entries associated with the entrant if discovered he/she uploaded the same receipt the following day(s). Sponsor is not responsible for any Home Chef product availability at any Kroger store. Uploading the same or duplicate receipt the following day(s) is prohibited. Limit one entry (i.e., receipt upload) per person per day.

Method #3 – Mail-In (no purchase required):

To enter without making a purchase or having a Home Chef meal subscription, handwrite your name, street address, email address and telephone number on a piece of paper, insert that paper in a #10 business size envelope and mail the envelope with sufficient postage via USPS. First Class mail to: Home Chef Kitchen Makeover Sweepstakes, P.O. Box 69, Palatine, IL 60078. **Each mail-in entry must be handwritten and on a separate piece of paper, but you can include up to 31 entries for yourself in the same envelope.** Mail-in entry must be postmarked by February 1, 2021 and received by February 8, 2021. Mechanically reproduced/photocopied or postage due mail-in entries will not be accepted.

Regardless of entry method, there is a limit of 31 entries maximum per person. Entries that exceed this limit per person will be discarded if discovered by Sponsor. Incomplete entries will be disqualified.

Sponsor is not responsible for entries or receipts that are lost, late, garbled, damaged, illegible, deleted or misdelivered. Entries using bots or other forms of automatic entry will be disqualified if discovered by Sponsor. Multiple entrants are not permitted to share the same email address. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, deceiving or using other unfair playing practices or otherwise violating these Official Rules. 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 reserves the right to cancel, modify, or suspend the Sweepstakes at any time if fraud, technical failures, any unanticipated occurrence that is not fully addressed in these Official Rules or any other errors or other causes corrupt the administration, security, or integrity of the Sweepstakes. In the event of cancellation, Sponsor reserves the right to select the winners by random drawing from among all eligible, non-suspect subscription and in-store entries received up to the time of such cancellation and all eligible, non-suspect mail-in entries received by the deadline set forth above, provided Sponsor is able to do so, and in a manner determined by Sponsor to be fair, appropriate, and consistent with these Official Rules. Notice of any such cancellation, modification or suspension will be posted on the Website. If there is a dispute as to the identity of an entrant, the prize will be awarded to the authorized account holder of the email address associated with the winning entry. The "Authorized Account Holder" is defined as the natural person to whom the email address is assigned by an online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. If a dispute cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. All received entries become the property of Sponsor and will not be acknowledged or returned.

Should entrants choose to share any post on social media relating to this Sweepstakes, such sharing does not affect the odds of winning a prize in this Sweepstakes or result in any additional entry in the Sweepstakes.

5. PRIZES: A total of 4,016 prizes will be awarded.

One Grand Prize: Winner will receive a kitchen makeover worth up to \$20,000. Winner must be the home/property owner in order to receive the kitchen makeover prize. Winner may be required to provide proof that winner is the legal owner of the property. Winner will work with a fulfillment agency to select the components and materials of this prize. Any item that exceeds the \$20,000 amount will be the sole responsibility of winner. Delivery or installation charges, structural changes, electrical and/or plumbing work, or obtaining any necessary permits or inspections (if applicable) are not included. Sponsor is not responsible for any damages that may occur in connection with the construction or installation of any of the kitchen makeover. Winner will be required to cooperate with fulfillment agency as reasonably requested and to sign any documents required by fulfillment agency or other service providers. If the winner elects a kitchen makeover, but later discovers that the winner's property/location is not suitable for such prize, so long as this prize has not yet been ordered, winner may request and/or Sponsor may choose to award the cash in lieu of the kitchen makeover. Sponsor will have no obligation to provide the cash alternative once the prize has been ordered and the prize will then be considered fulfilled. **Or Grand Prize winner can elect to receive cash in lieu of the kitchen makeover.** Cash will be awarded in the form of a corporate check. Grand Prize approximate retail value ("ARV") up to: \$20,000.

15 First Prizes: Each winner will receive a kitchen appliance, cookware, and/or cutlery set worth up to \$1,000 in total. Winner will work with a fulfillment agency to select the components and materials of this prize. Any item that exceeds the \$1,000 amount will be the sole responsibility of winner. Delivery or installation charges (if applicable) are not included. Sponsor is not responsible for any damages that may occur in connection with the installation of any appliance. **First Prize winners can elect to receive cash in lieu of the prize items as described above.** Cash will be awarded in the form of a corporate check. First Prize ARV up to: \$1,000 each.

4,000 Second Prizes: Winners who are entered automatically via subscription (method #1 described above) will receive an account credit of \$20. Winners who entered the Sweepstakes with a receipt upload (method #2 described above) or via mail-in (method #3 described above) will be awarded at random one of the following two vouchers worth up to \$20: either a voucher for one Home Chef Meal Kit or a voucher for two Home Chef Heat & Eat products redeemable at a participating Kroger store. Participating stores include Kroger stores and the following Kroger brands: Baker's, City Market, Copps, Dillons Food Stores, Fred Meyer, Fry's, Gerbes,

Harris Teeter, JayC Food Stores, King Soopers, Kroger, Mariano's Fresh Market, Metro Market, Pay Less Super Markets, Pick n' Save, QFC (Quality Food Center), Ralphs, and Smith's. Check with your local store for the availability of Home Chef products. Vouchers will be mailed to winners at the address provided at time of submission. Usage of voucher is subject to its terms and conditions. Sponsor is not responsible for any sales tax or amount in excess of the voucher value. Voucher or credit is not redeemable for cash. Voucher will not be replaced if expired, lost, stolen or damaged. If a winner is no longer a Home Chef subscriber at time of prize award, a voucher worth up to \$20 will be awarded in lieu of the account credit. Account credit will be applied to future purchase only and cannot be used for past purchases or substituted for cash. Second Prize ARV: \$20 each.

Prize elements may not be separated. If winner is not able to accept any portion of the prize due to any reason, he/she will not receive an alternate prize. Sponsor reserves the right, in its sole discretion, to substitute a prize or portion of a prize with a prize of comparable value if the stated prize or prize component becomes unavailable for any reason. Otherwise, no prize substitutions are allowed. Prize is awarded as is or winner forfeits all rights to prize. All winners acknowledge that the Sweepstakes Entities and their agents do not make, nor are in any manner responsible for, any warranty or representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of prize. Prize images depicted in advertising and promotional materials may vary from the actual prize as any depiction of prize is for illustrative purposes only. The trademarks associated with prizes are the property of their respective owners, who are not affiliated with this Sweepstakes in any fashion whatsoever, and no endorsement is suggested or implied. All federal, state, and local taxes (including income and withholding taxes), if any, as well as any other costs and expenses associated with claiming or using a prize and not specifically mentioned herein are not included within any prize and are solely each winner's responsibility.

Total ARV of all prizes: up to \$115,000.00. Limit: one prize per person. Odds of winning a prize depend upon the total eligible entries received during the Sweepstakes Entry Period.

6. WINNER SELECTION AND NOTIFICATION: All random drawings will be conducted under the supervision of the Administrator on or around February 11, 2021. In the event an insufficient number of eligible entries are received (i.e., less than 4,016 eligible entries), the Grand Prize and First Prize potential winners will be selected at random first and the remaining eligible entries will be awarded with a Second Prize. Any unclaimed Second Prizes will not be awarded. Second Prize notification will be included in the voucher delivery or will be sent to Home Chef subscribers via email. Administrator will attempt to notify all potential winners of First or Grand Prize by email at the email address Home Chef has for each potential winner, and each potential winner must respond within 72 hours of first notification attempt. As a condition to claiming a First or Grand Prize, each potential First or Grand Prize winner will be required to complete and return a signed and notarized Affidavit of Eligibility/Liability and a Publicity Release (TN residents: signing the Publicity Release is optional) and a signed IRS Form W-9 (Request for Taxpayer Identification) (collectively, the "Affidavit") within seven days as directed and may also be required to show valid identification. If the Affidavit is not returned completed within the date specified or if an Affidavit or prize notification is returned as undeliverable, or if a potential Grand or First Prize winner does not respond within 72 hours of first notification attempt, or if a potential prize winner is otherwise found to be ineligible, or if a potential prize winner cannot accept/receive the prize for any reason, or if a potential winner fails to comply with these Official Rules, that potential winner will be disqualified and the corresponding prize may be awarded to an alternate winner by random drawing from remaining eligible, non-winning entries. Attempts will be made to contact and/or verify up to at least five alternate First or Grand Prize winners. After five attempts to verify a winner for the unfulfilled First or Grand Prize fail, the prize may not be awarded. All First or Grand Prize winners will be required to furnish his/her Social Security Number to the Administrator on the IRS Form W-9 and an IRS Form 1099 will be filed in the name of the winner for the prize value awarded.

Sponsor is not responsible for any change of mailing address and/or contact information of any entrants during the course of the Sweepstakes or period when prizes are being fulfilled. Sponsor is not responsible for any returned/undeliverable prizes, delays in prize delivery caused by the delivery carrier, or unclaimed prizes or prize components. Returned, undeliverable, or unclaimed prizes or prize components will be forfeited.

7. LIMITS ON LIABILITY: By entering, you (i) agree to be bound by these Official Rules, including all eligibility requirements; (ii) agree to be bound by the decisions of Sponsor and the Administrator, which are final and binding in all matters relating to the Sweepstakes; and (iii) release, hold harmless, and indemnify Sweepstakes Entities, from, and hereby waive any claims to, all claims, losses, injury, damages, and liability of any kind to person(s), including death, or property damage arising directly or indirectly or relating to your acceptance,

possession, use and/or misuse of a prize, and participation in the Sweepstakes, including privacy or right of publicity claims or claims related to merchandise delivery.

Entrants further understand and agree that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. Entrants acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." Entrant acknowledges that the releases herein are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of such laws to preserve future unknown claims.

The Sweepstakes Entities do not warrant that access to the Sweepstakes will be uninterrupted and are not responsible for: (a) Entries from persons residing, or physically located, outside the eligible area mentioned in section 3 above; (b) Entries that are altered, delayed, deleted, destroyed, forged, fraudulent, improperly accessed, inaccurate, incomplete, interrupted, irregular in any way, misrouted, multiple, non-delivered, stolen, tampered with, unauthorized, unintelligible or otherwise not in compliance with these Official Rules; (c) lost, interrupted or unavailable networks, servers, satellites, or other connection, availability, or accessibility problems arising in connection with or over the course of the Sweepstakes; (d) failure of personal computers and/or software and hardware configurations, any technical malfunctions, failures, or difficulties, clerical, typographical or other errors in connection with the administration of the Sweepstakes, the processing of Entries, or the offering or announcement of the prizes or in any prize notification documents; (e) any other errors of any kind relating to or in connection with the Sweepstakes, whether human, mechanical, clerical, electronic, or technical in nature; (f) the incorrect or inaccurate capture of information, or the failure to capture any information in connection with the Sweepstakes, or (g) damage to a user's system occasioned by participation in this Sweepstakes or downloading any information necessary to participate in this Sweepstakes; even if caused by the negligence of any of the Sweepstakes Entities.

8. PUBLICITY: Sponsor and/or its respective agents may film, record and/or take photographs before/during/after any prize award session and may use the resulting footage, recordings or photographs for a range of purposes, including, without limitation, for marketing and promoting Sponsor's respective products and services and in any and all media worldwide (including but not limited to social media and all internet platforms). Entry and acceptance of a prize constitute permission for Sponsor and its designees to use each winner's name, prize won, hometown, videos, photos, testimonials and likeness for online posting and promotional purposes without further permission, compensation or notification to any winner, except if prohibited by law.

9. DISPUTES: If any part of these Official Rules is deemed to be invalid or otherwise unenforceable or illegal, the balance of these Official Rules will remain in effect and will be construed in accordance with its terms as if the invalid or illegal provision were not contained herein. Except where prohibited, entrants agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes or any prize awarded must be resolved individually, without resort to any form of class action, and exclusively by a federal or state court located in Chicago, Illinois; (b) the Sweepstakes will be governed and enforced pursuant to the laws of the State of Illinois and the federal laws of the United States of America, without regard to the conflicts of laws provisions thereof; (c) any and all claims, judgments and awards will 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 INDIRECT, 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.

10. PRIVACY: By participating in this Sweepstakes, you acknowledge and agree that your personal information supplied to Sponsor may be used by Sponsor for internal marketing purposes. Information provided by you will be treated consistent with Sponsor's privacy policy, which is located at <https://www.homechef.com/privacy-policy>. The Administrator will also have access to your personal information for purposes of administering this Sweepstakes.

11. WINNERS LIST: For the names of First Prize and Grand Prize winners available after all winners are verified, send a self-addressed, stamped envelope (by March 1, 2021) to: Home Chef Kitchen Makeover Sweepstakes Winners, c/o Ventura Associates, Ref# WG, 494 Eighth Ave, Suite 1700, New York, NY 10001.

12. ADMINISTRATOR: Ventura Associates International LLC, 494 Eighth Ave, Suite 1700, New York, NY 10001.