COMPETITION RULES

Official Rules for Participating in the HelloFresh Competition

ORGANIZATION OF THE COMPETITION

Crowdiate Inc., a Canadian corporation, is organizing a contributive call for entries, hereafter referred to as the "Competition" for HelloFresh and its subsidiaries and affiliates, hereafter collectively referred to as "the Client". Conditions of participation in the Competition are defined in these rules ("Rules"). Crowdiate will administer the Competition as described in these Rules. The Competition consists of making creative works (hereafter designated as "Submissions") complying with the guidelines defined on the page of the Competition on the Crowdiate website (crowdiate.com), the brief and these Rules, and uploading these Submissions onto the Crowdiate Website. At the end of the Competition, some of the accepted Submissions will be selected as winners of Prizes. The Competition is a talent and skill based contest. Chance plays no part in determining the winners.

PARTICIPATION IN THE COMPETITION

Before participating in the Competition, Participants must read these Rules carefully and accept these Rules in their entirety, and Participants undertake to abide by the provisions of these Rules and acknowledge that in case of breach of the Rules, their participation in the Competition and/or the prize granting shall be deemed as void. Submissions that do not comply with the criteria defined in these Rules, including the brief, available on Crowdiate's Website shall be deemed as void.

You may enter the Competition between 10:00 am Eastern Time ("ET") on July 2, 2019 and 1:00 pm ET on July 15, 2019 *("**Competition Period**")*. To enter, go to http://www.crowdiate.com *("**Website**")* during the Competition Period. Submissions must be received during the Competition Period. Late submissions will not be accepted. Please note that the specific dates and times of the Competition Period are subject to change on short notice. Participation in the Competition is subject to having first created a user account on the Crowdiate Website. To download the Competition brief, you must first enter a valid password. You may request a password through the project page on the Website, to be provided at Crowdiate's discretion. The Website is the only way of submitting Submissions to the Competition. Submissions transmitted by any other means shall be void. A PDF file must be submitted - follow the on-screen directions to complete a submission. The number of Submissions entered by each participant to the Competition is not limited. Unless stated otherwise in the brief, submissions must be primarily in English.

Once uploaded, Submissions will not be returned. Crowdiate may, in its sole discretion, remove, delete and/or forfeit Submissions it deems inappropriate or otherwise non-compliant. All submitted content will be reviewed before being published or judged; however, such review does not relieve Creator from responsibility for compliance with the Rules and the user agreement. Crowdiate reserves the right, at its sole discretion, to disqualify any entrant deemed to be: (a) tampering or attempting to tamper with the entry process or the operation of the Competition or the Site; (b) violating the terms of this Agreement or the Competition or any rules; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any Crowdiate property or service; or (d) acting in an unsportsmanlike or disruptive manner or with intent to annoy, abuse, threaten or harass any other person.

Only work created solely for the purpose of entering this specific Competition is eligible. You will not upload the same or any similar entry in this Competition and/or any similar contest.

The individual Creator uploading a particular entry will be deemed the sole entrant for that entry. You can list up to one registered creator as a contributor for any Submission. If any group has collaborated on a submission, the entire group will be deemed to have designated the Creator who submits the entry as the agent for such group, to agree to these terms and to accept the prize on behalf of the group. Crowdiate and/or the Client shall not be liable for any dispute between such collaborators.

Creator must be over the age of 18 at the date of entry of the Competition (or have permission of parent or legal guardian on their behalf). Minors wishing to participate in the Competition must present a signed waiver from a parent/legal guardian who will acknowledge that they have read the terms and conditions of these Rules as well as the related user agreement. Crowdiate will require the minors to provide such authorization in the forms prescribed by Crowdiate prior to supplying the winner(s) with a prize. Crowdiate reserves the right to disqualify any participant for not presenting the signed waiver mentioned above, or in the event of fraud, inaccuracy or incomplete response.

The Competition is offered worldwide but is void where prohibited. For the avoidance of doubt, you agree and acknowledge that the Competition is not open to: 1) employees of the Client; 2) contract workers of the Client; 3) employees of the Client`s current advertising agencies; 4) immediate family members (spouse/domestic partner, parent, sibling, child, etc.) of individuals in categories 1 through 3 above; and 5) residents of the same household (whether related or not) of individuals in categories 1 through 3 above.

Each participant of a Competition must keep his or her Submissions confidential during the term of the Competition. Participants undertake not to divulge or communicate to whomsoever, either directly or indirectly, any or all of the Submissions. Participants may only disclose the Submissions to the people who are directly involved in the making of the Submissions and who have a need to view the Submission in order to carry out the participation in the Competition by the participant. This obligation of confidentiality is effective until the selected winners are announced. For Submissions that are selected as winning Submissions, this confidentiality obligation is ongoing and any disclosure of the applicable Submission will be subject to the terms of the assignment agreement. Moreover, whenever the Competition is organized as a Private Competition on the Crowdiate Website, the participants of such contest will keep their Submissions, the identification details of the Client, the fact that they have participated in the Competition, and any and all documents and information they've accessed during participation as confidential and will not disclose such elements to any third party.

Participants undertake not to upload Submissions, of any kind or any nature which is an infringement of any third party's intellectual property rights. Submissions must only be illustrated with elements free of any third party rights for which the use is compatible with the conditions, including terms of use, described in these Rules.

In the event that intellectual property protected elements, including without limitation trademarks, logos, trade names, slogans, pictures, designs ("Client's Materials") are made available by the Client to participants in order to incorporate in the Submissions and to participate in the Competition, the participants are granted a royalty-free, non-exclusive license for the duration of the Competition to use such intellectual property for the sole purpose of creating the Submissions and submitting the Submissions to the Competition on the Crowdiate Website. The participants acknowledge that the Client's Materials shall be used strictly in the manner that they are provided and no modification is permitted except for reasonable trimming and cropping them to fit the Submissions. The participants acknowledge and agree that the right to use the Client's Materials shall be limited to the creation of the Submissions for the purpose of participating in the Competition on the Crowdiate Website. Nothing herein shall be deemed to confer on any participant any right to use the Client's Materials in any other form, manner or for any other purposes including reproduction or communication of such Submissions.

Except for the winning Submissions and Submissions purchased by the Client in accordance with the Rules, the participants retain the entirety of their intellectual property rights in the Submissions which are not selected as winning Submissions. After the end of the Competition, participants shall be free to use such Submissions, subject to the following restrictions. The participants shall not use or display the Submissions in a manner that is disparaging or detrimental to the Client's interest. Participants shall remove all Client's Materials from their Submissions, unless such Submissions are being displayed for non-commercial purposes as part of a portfolio.

Crowdiate reserves the right to edit content in its sole discretion. The Client and/or Crowdiate may also request that the creator of a Submission designated as winner makes modifications to the Submission. The Client and/or Crowdiate reserve(s) the right to refrain from designating a winner, prize and/or making a payment until the requested modifications have been made. In the case of refusal by the Submission author to make requested modifications, another winner may be designated.

Crowdiate shall be entitled to extend the Uploading Period or declare the Competition as void if fewer than twenty (20) Submissions respecting the criteria described in these Rules have been submitted at the end of the Uploading Period. The requirement for at least twenty (20) Submissions is justified by the need for the judges to have enough works to select winner(s) on a fair basis.

SELECTION OF THE WINNING SUBMISSIONS

Four (4) winning Submissions will be selected: one (1) First Place winner, one (1) Second Place winner, one (1) Third Place winner and one (1) Fourth Place winner. The odds of winning will depend on how many submissions are received. There is no limit to how many submissions are accepted. Crowdiate reserves the right to shortlist entries (finalists) based on the Judging Criteria prior to the final selection of winners. Winners will be selected by a judging process in which a designated panel of judges from the Client and/or their affiliates (hereafter referred to as the "Jury"). The Jury may at its own discretion select additional winning Submissions. The Jury's decisions shall be final and binding, and no related

correspondence will be entered into. No entrant will have the right to challenge the verdict and the judges will not engage in any conversation or explanation regarding their decision. The winners whose Submissions are selected by the Jury as winning Submissions undertake to assign their rights in these Submissions to the Client under the conditions set forth in the rights assignment agreement, in the form set out in Appendix A.

Winning Submissions will be selected by the Jury pursuant to the following criteria:

- Relevance to the brief – 50%
- Originality and Creativity – 50%

All Winners are subject to verification of eligibility, compliance with these Official Rules and a signed User Agreement and all other applicable release forms and documents deemed necessary by Crowdiate. Winners will be notified by Crowdiate acting on behalf of the Client and on its name no later than six (6) weeks after the end of uploading period by email, to the email address provided during registration on the Crowdiate Website. Should a winner not reply to the aforementioned email within seven (7) days at the latest, or is otherwise unable to accept prize, the Client shall be entitled to appoint and grant the prize to an alternate winner or to declare the prize vacant. The Winners and their submissions will be posted for the public www.crowdiate.com.

JURY'S PRIZES
In consideration for assigning the intellectual property rights, the winners whose Submissions are designated as winning Submissions will receive the following prizes:

First Place (1): A global, one time and definitive lump sum of USD$1,500.
Second Place (1): A global, one time and definitive lump sum of USD$1,000.
Third Place (1): A global, one time and definitive lump sum of USD$500.
Fourth Place (1): A global, one time and definitive lump sum of USD$500.

In the event the Jury selects additional Prizes, each participant whose Submission is selected as such will receive a global, one time and definitive lump sum of USD$500.

The participants acknowledge that the aforementioned amounts are the total amounts payable for the assignment of the intellectual property rights. Creator acknowledges and agrees that the opportunity to compete for a chance to win a prize and the self-promotional opportunities made available to Creator hereunder by way of publicity and exposure through the Site(s), constitutes sufficient consideration for Creator's services and the products of such services provided to Crowdiate (including without limitation the content) in relation to this Agreement. Any payments to Creator hereunder will be made in USD and, if and where applicable, converted into other currencies at the current exchange rate when received or transferred by Crowdiate, net of any bank charges. The winners shall be solely responsible for the payment of any fees, taxes and other expenses in relation to the Competition. The prizes shall be listed on the Crowdiate website and may be subject to alteration without notification.

Prize funds will be paid out to winners online through a third-party service such as Paypal or Transferwise. In the event that these systems are not available in the winner's country, the prizes will be paid by electronic transfer to the winner's bank account. Prize funds will be paid out no later than 60 days after the winner announcement and under the condition that the completed awards forms have been signed and submitted to Crowdiate.

PURCHASE OF SUBMISSIONS
Once the Winners have been selected, Client may purchase additional Submissions (other than the Winning Submissions) for the price of USD$500 dollars for each such Submission. Creator agrees to sell any such Submission to the Client for such price and agrees to assign all right, title and interest in the Submission in the form set out in Appendix A.

USE OF WINNING SUBMISSIONS
Participants whose Submissions are selected as winning Submissions, or whose Submissions are purchased, undertake irrevocably to assign to the Client the intellectual property rights in these Submissions in order to enable their use by the Client. To that end, each of the winners of the Competition undertakes to do all acts and execute all documents which may be necessary to confer and/or confirm the title and ownership by the Client to the intellectual property rights in the respective Submissions, including an assignment agreement will be signed by each of the Creators of winning or

purchased content and the Client. A template of the assignment agreement is attached as Appendix A to these Rules. Terms and conditions of the assignment agreement are not negotiable.

Winners of the Competition, and Creators whose Submissions are purchased, hereby grant the Client the rights outlined in the assignment agreement set forth in Appendix A including, among other things, the rights to produce and market objects, works, products and services premised upon the ideas, themes and/or concepts developed in those Submissions that were elected winners or which arise there from even if these ideas, themes and/or concepts were the subject of an investment or result from the Creator's specific know-how.

USE OF SUBMISSIONS

Solely by their participation in the Competition, participants expressly authorize the Client to share the Submissions, in whole or in part, and to edit and modify them as reasonably required, for (i) internal or external corporate communications and public relations, and, until such time that a Submission is assigned to the Client, the Client shall credit the Creator of the Submission whenever the Submission is used as such; (ii) market research activities, research and development of products and services offered or contemplated by the Client which include, but are not limited to, the analysis of or generation of insights based on the Submissions or the ideas embodied in the Submissions.

DECLARATION

Participants acknowledge and agree that (1) the Client has constant access to several sources of works, concepts, ideas, innovation and more generally creative materials of any kind whatsoever, that are developed either internally by its own employees or externally by other sources prior to the Competition and afterwards; (2) if their Submission includes an idea or suggestion, the Client, its affiliates or a company or a third party acting on its/their behalf may have previously worked on, may be working on or may in the future work on the same or a similar idea (a 'Similar Idea'); (3) for reasons of confidentiality, the Client shall be under no obligation to give the participant any information relating to any similar idea; (4) that the Client shall not be liable for any claims, costs, expenses, losses, damages or demands whatsoever suffered or incurred by the participant relating to their Submission or any similar idea; (5) the Client may continue to develop and initiate the development of any similar idea or suggestion independently of, and without acknowledging, the participant's Submission.

WARRANTIES AND INDEMNITIES

To the maximum extent permitted by law, Creator explicitly releases, discharges and holds harmless the Crowdiate, its affiliates, subsidiaries, successors and assigns, and their respective directors, officers, employees, shareholders, attorneys, representatives and agents, from any and all liability, actions, causes of action, damages (whether actual, incidental or consequential), claims and demands whatsoever in law or equity, including all costs, which s/he now has or may assert, including but not limited to, those with respect to or in any way arising from Creator's participation in the Competition or the awarding, acceptance, possession or use (or misuse) of the Competition prize, including, but not limited to, liability for personal injury, death or illness arising out of the aforesaid prize. Creator understands that the parties to be released hereby are not responsible for any part of the prize except to make payment for the prize.

All participants shall indemnify and hold Crowdiate and the Client harmless against any disturbance, action, claim, demand, opposition, liability, loss, damage, cost or expense incurred or suffered by Crowdiate and/or the Client in relation to: (1) any breach of these Rules by the participant; (2) any threat, claim, action, demand or proceeding by a third party that the participant's Submission (or use of the participant's Submission by Crowdiate or the Client in accordance with the Rules) infringes, or may infringe, the rights, including without limitation intellectual property rights, of a third party; or (3) their participation in the Competition and receipt of any prizes.

Participants who assign to the Client the rights in their Submission pursuant to these Rules warrant that the Client shall quietly enjoy and exercise all of the rights attached to their Submissions. All participants warrant that their Submission, including all of its elements, is original, and that they are the sole proprietor of the intellectual property rights in their Submission. In the event the participants are not the sole proprietor of the aforementioned rights, the participants irrevocably warrant to the Client and Crowdiate that, before making the Submissions available, they have obtained all of the authorizations, licenses and rights required to grant the authorizations, licenses and assignments stipulated in these Rules, in writing from all proprietors of intellectual property rights in their Submissions and/or from the copyright collecting societies representing such proprietors allowing the participants to grant such rights under these Rules (including the appendix) and allowing the Client and Crowdiate to use and exploit the Submissions as envisaged under these Rules without the Client or Crowdiate having to pay such people any monies/fees/royalties. In this respect, the participants

irrevocably undertake to provide the Client and Crowdiate at any time, at their request, with written proof or a copy of all written documents confirming such authorizations, licenses and grants of rights.

INTEGRITY OF THE COMPETITION
Crowdiate reserves the right to cancel, shorten and/or suspend the Competition, in its sole discretion, if any fraud, including technical fraud, impairs the integrity of the Competition. In this case, Crowdiate specifically reserves the right to not attribute prizes to fraudulent entries and/or to pursue the authors and conspirators thereof before the court having jurisdiction thereover.

AUTHORIZATION
Winning participants authorize Crowdiate and the Client to use and reproduce their name, surname and prize information in connection with the Competition, for promotional, advertising and press relation purposes, including on the Crowdiate Website without further payment, on a worldwide basis and for a period of ten (10) years after the end of the Competition.

EVIDENTIARY VALUE
These Rules set forth the rights and obligations of the participants and are legally binding. Therefore, participants expressly show their agreement to the Rules by submitting each entry on the Crowdiate website, and the agreement is legally binding as soon as the participant clicks 'submit'. These Rules may be modified at any time by an amendment by the Client and / or Crowdiate and notified by publishing such on-line on the Crowdiate Website.

DISCLAIMERS AND LIMITATIONS OF LIABILITY
The Client and Crowdiate shall not be held liable and formally renounce any liability in the event of (i) internet connectivity problems, internet congestion, any issue or problem arising from the quality of any user equipment, loss or lack of connection to internet which could have an effect on the time taken to transfer the submissions or the total amount of time required to participate; (ii) loss or damage related to the loss of submissions or other data sent to the Crowdiate website; to that end, each participant shall be responsible for the conservation and safeguarding of a copy of any submission that such participant submits with regard to the Competition; (iii) contamination by any potential virus or intrusion by a third party in a participant's modem or other equipment; (iv) loss or damage arising out of any participant's connection (or failed connection) to the Crowdiate website; or (v) any indirect or direct loss or damage suffered by participants through the conceptualization and/or production of any submission and any items such as inter alia computers, recording devices or photographic devices used by the participants in order to participate in the Competition.

The Client and Crowdiate shall not be held liable for any instance of non-compliance of the rules by the participants and for any related loss or damage for themselves or for any third parties. Each participant hereby accepts and undertakes to be personally liable for any damages or losses brought about or endured by the participant when participating in the Competition or due to his/her receiving the prize or the use thereof.

To the extent permitted by law, Crowdiate shall not be held liable for any issue, complaint, opposition, claim, or damage (i) related to the use of the submission by the Client, (ii) related to any breach of these rules by the Client, or (iii) related to the negotiation, completion or execution of any contract, regardless of its nature, that the Client may enter into with the participants without Crowdiate being a party thereto.

APPLICABLE LAW AND JURISDICTION
These rules are subject to the laws of Canada and any litigation or dispute arising hereunder shall be brought before the court having jurisdiction over such matters in Toronto, Ontario, Canada.

APPENDIX A

FORM OF RIGHTS ASSIGNMENT AGREEMENT

This agreement (the "Assignment") between Creator and HelloFresh (the "**Client**") is dated _____.

Name:	(**"Creator"**)
Address:	
Competition:	HelloFresh (the **"Competition"**)
Submission:	(the **"Submission"**)

A. The Creator entered a competition, wherein he/she submitted content, namely the Submission, as part of the Competition, operated by Crowdiate for and on behalf of the Client;

B. The Client has selected the Submission as **[WINNING/PURCHASED]** content as part of this competition.

C. The Creator has agreed, pursuant to the user agreement dated May, 2019 to assign to Client, any and all of his/her rights, title and interest in and to the Submission, developed in whole or in part, whether alone or in conjunction with others;

D. In consideration of **[$1,500/$1,000/$500/$500]** USD, the sufficiency of which is hereby, for all purposes, acknowledged, the parties agree with each other as follows:

1. **DEFINITIONS**. For the purposes of this Assignment, "Intellectual Property" shall include, without limitation, any and all inventions, trademark and service marks (including any applications and registrations) discoveries, designs, devices, ideas, works and any elements thereof (including but not limited to pictures, sequences, screenshots, photographs, dialogues, subtitles, credits, characters, illustrations and titles), creations, moulds, prototypes, products, samples, equipment, tools, machines, analysis, experiments, data reports, works of authorship, screen layouts, layouts, drawings, sketches, graphical user interfaces, "look and feel" design elements, icons, logos, artistic works, systems, applications, specifications, compilations, software in any expressed form, computer programs, source code, object code, executable code and pseudo code, developer tools, flowcharts, specifications, formulas, algorithms, methods, processes, techniques, designs, circuit layouts, developments, concepts, know-how, trade secrets, documentation including but not limited to technical documentation, training aids, user documentation, manuals, marketing information and materials, customer information and materials, financial information and materials, and other materials, regardless of form or media on which such is stored.

2. **ASSIGNMENT.** The Creator does hereby assign, sell, transfer and set over to Client, his/her entire right, title and interest in and to the Submission including the Intellectual Property relating to and associated therewith, in any and all countries, whether or not such Intellectual Property is patentable or registrable under patent, trademark, copyright or similar laws and the right to apply for and obtain, trademark registrations, copyrights registrations, letters patent or any other registrations, together with the Creator's entire right, title, interest and benefit in and to any applications therefor, and any copyright registrations, letters patent and any other registrations which may issue from any such application.

3. **WAIVER OF MORAL RIGHTS**. The Creator hereby waives all moral rights (or other similar rights) which it has in the Intellectual Property relating to or associated with any Submission in favor of Client and its successors and assigns.

4. **FURTHER ASSURANCES.** The Creator hereby covenants and agrees, for himself and his successors, to do all such lawful acts and things and to execute and deliver without further consideration such further lawful assignments, documents, applications and other instruments as may reasonably be required by Client, its successors, assigns, or legal representatives, to secure Client's rights in the Submission, whether now existing or existing in the future, including the Intellectual Property relating to or associated with any of the foregoing and any patent, copyright or other applications and registrations therefor.

5. ACKNOWLEDGEMENT OF CREATOR. The rights assigned herein constitute a complete transfer of any right, title and interest in and to the Submission by the Creator. Accordingly, the Creator understands that the foregoing assignment will prevent him/her from using, reproducing or communicating the Submission or any component thereof to any person whatsoever without the Client's prior written consent. For greater certainty, the Creator will not: (i) re-use the Submission or any part thereof in any other contest or competition, (ii) use the Submission or any part thereof for commercial distribution, sale or any commercial purposes whatsoever.

6. WARRANTIES AND INDEMNITIES. The Creator warrants that he/she is the sole Creator of the Submission. To the extent that others contributed to the making of the Submission, the Creator warrants that he/she has obtained written assignment and release of any right, title and interest in and to the Submission from: (i) each of the Creators who have contributed to the Submission, (ii) all of the people represented in the Submission, (iii) all of the artists having performed an artistic, musical or dramatic performance reproduced in the Submission, and (iv) any person having supplied/created any other content present in the Submission. The Creator undertakes to provide the Client at any time, at its request, with written proof or a copy of all documents confirming such assignment and release.

The Creator warrants that the Submission is original, and that the Submission and all its components do not violate any applicable laws or infringe any third party rights (including without limitation any rights of publicity, privacy or personality of a third party, or is defamatory in any way).

The Creator shall indemnify and hold the Client and its affiliates, their respective officers, employees, agents, directors, partners and contractors harmless against any disturbance, action, claim, demand, opposition, liability, loss, damage, cost or expense incurred or suffered by the Client in relation to: (1) any breach of this Assignment by the Creator; or (2) any threat, claim, action, demand or proceeding by a third party that the Submission infringes, or may infringe, the rights, including without limitation the Intellectual Property Rights or any rights of publicity, privacy or personality of a third party, or is defamatory in any way.

7. MISCELLANEOUS. Should a provision of the agreement be declared null and void, the remainder of the agreement will remain entirely enforceable. Any amendment to this agreement shall be agreed by both Parties in writing and shall be set out in a supplemental agreement signed by both Parties. The Parties agree that this agreement becomes legally binding as soon as the Creator and the Client, sign this agreement. This Agreement may be executed in exchanged counterparts, whether by PDF file, facsimile or otherwise, each of which will be deemed an original and all of which together will constitute one and the same enforceable instrument. These copies shall be deemed to have the same evidentiary value as a written hard copy document.

8. GOVERNING LAW. This Assignment shall be governed by and construed, interpreted and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

CREATOR	**HELLOFRESH**
.....	.....
Print name	Address
…….....	…….....
Date:.....	Date:.....