CHEFSTEPS IN YOUR KITCHEN: DINNER BY CHEFSTEPS AND JOULE SWEEPSTAKES OFFICIAL RULES

Important: Please read these rules for this Sweepstakes (the "Sweepstakes").

By participating in this Sweepstakes, you agree to be bound by these Official Rules and represent that you satisfy all of the eligibility requirements below.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES.

Sweepstakes void where prohibited by law. Subject to all state and federal laws.

- 1. **Eligibility:** The Sweepstakes is open only to individuals who satisfy <u>all</u> of the following requirements:
 - Are a legal U.S. resident currently residing in the 50 United States or District of Columbia;
 - Are at least 18 years old (or the age of majority in their jurisdiction, whichever is older) at the time of entry; and
 - Pre-ordered the Joule product and received an email invitation from Sponsor to participate in this Sweepstakes before the Sweepstakes Period (defined below) begins.

Directors, officers and employees of ChefSteps, Inc. ("*Sponsor*") and any of its respective parent companies, affiliate companies, subsidiaries, agents, professional advisors, advertising, promotional, public relations, and fulfillment agencies, consultants, legal counsel, website providers, web masters, and immediate family members (spouses, parent, child, sibling, grandparent, and/or "step" child, wherever they may live) of each are not eligible to win any prize. IF YOU DO NOT MEET ANY OF THESE REQUIREMENTS, OR ANY OTHER ELIGIBILITY REQUIREMENTS IN THESE OFFICIAL RULES, YOU ARE NOT ELIGIBLE TO WIN A PRIZE.

- 2. **Sweepstakes Period:** The Sweepstakes starts at 12:00:01pm Pacific Time (PT) on April 21, 2016 and ends at 11:59:59pm PT on May 8, 2016 (the "*Sweepstakes Period*"). All customers who meet the eligibility requirements above are automatically entered in the Sweepstakes. Entrants must comply with these Official Rules to be eligible to win a prize. Sponsor's or Sponsor's designee's computer is the official time-keeping device for the Sweepstakes.
- 3. **How to Enter:** By preordering Joule prior to 12:00:01pm PT on April 21, 2016 and receiving an email invitation from Sponsor, you are automatically entered into this Sweepstakes, assuming you meet the above eligibility criteria and other requirements in these Official Rules. If you do not want to participate in the Sweepstakes, please email info@chefsteps.com before 11:59pm PT on Sunday, May 8, 2016.

Limit: Limit one entry per person. ADDITIONAL ENTRIES WILL BE DISOUALIFIED.

- 4. **Identity of Entrant:** Multiple participants are not permitted to share the same email address. In the event of a dispute about the identity of the entrant, entries made online will be declared made by the authorized account holder of the e-mail address used at time of entry. An "authorized account holder" means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business or educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A potential winner may be required to provide Sponsor with proof that the potential winner is the authorized account holder of the e-mail address associated with the winning entry.
- 5. **Selection and Notification of Winner:** On or about May 9, 2016, Sponsor will select the name of the potential winner of the prize in a random drawing among all eligible entries at Sponsor's headquarters located at 1501 Pike Place, Suite 300, Seattle, WA 98101. The odds of winning depend on the number of eligible entries.

The potential winner will be notified via email. Except where prohibited by law, the potential winner may be required to sign and return, within seven days of being notified, an Affidavit of Eligibility and Liability/Publicity Release in order to claim his/her prize. If (i) the attempted notification is returned as undeliverable without a forwarding address; (ii) any required documents are not returned within seven days, including but not limited to the Affidavit of Eligibility and Liability/Publicity Release; or (iii) if winner is otherwise unable to accept the prize as stated, the prize will be forfeited and may be awarded to an alternate winner. Alternate drawings will continue until the prize is rewarded.

<u>Verification of Potential Winner</u>: The potential winner is subject to verification by Sponsor, whose decisions related to the Sweepstakes are final and binding. An entrant is not a winner of the prize unless and until entrant's eligibility has been verified and entrant has been notified that verification is complete.

6. **Prize:** One winner will receive a seven-course tasting menu for the winner and five of his or her family or friends (six total people) prepared by ChefSteps professional chefs Grant Crilly and Nick Gavin in the winner's home or location they select and provide and featuring use of the Joule by the chefs. Approximate Retail Value of Prize: \$1,500. The dinner will occur one evening during the weekend of June 3-June 5, 2016.

<u>Prize Restrictions</u>: ALL STATE AND FEDERAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER. Prize is not transferable. No substitutions or exchanges (including for cash) of prize will be permitted, except that Sponsor reserves the right to substitute a prize of comparable or greater value for any prize. Only one prize is available to be won in the Sweepstakes.

Except for applicable manufacturer's standard warranties, prize is awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose).

- 7. **Disclaimer:** Sponsor and any of its respective parent companies, subsidiaries, affiliates, directors, officers, professional advisors, consultants, contractors, public relations firms, employees and advertising, fulfillment and marketing agencies (collectively, the "*Released Parties*") will not be responsible for: (a) any late, lost, misrouted, garbled or distorted or damaged transmissions or entries; (b) phone, electronic, hardware, software, network, Internet, or other computer- or communications-related malfunctions or failures; (c) any Sweepstakes disruptions, injuries, losses or damages caused by events beyond the control of Sponsor or by non-authorized human intervention; or (d) any printing or typographical errors in any materials associated with the Sweepstakes.
- 8. Limitations of Liability/Releases: By participating in the Sweepstakes, you release Sponsor and all Released Parties from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Sweepstakes or delivery, misdelivery, acceptance, possession, use of, or inability to use, any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory. If you do not want to participate in the sweepstakes, please email info@chefsteps.com before 11:59pm PT on Sunday, May 8, 2016.

THE RELEASED PARTIES SHALL HAVE NO LIABILITY FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT, OR INCIDENTAL DAMAGES, ARISING FROM OR RELATED TO YOUR PARTICIPATION IN THE SWEEPSTAKES OR USE OR INABILITY TO USE ANY EQUIPMENT PROVIDED FOR USE IN THE SWEEPSTAKES OR ANY PRIZE, EVEN IF A RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, NOTHING IN THESE TERMS EXCLUDES OR LIMITS THE RELEASED PARTIES' LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY ANY OF THE RELEASED PARTIES' NEGLIGENCE OR FOR FRAUD.

9. **Use of Winner's Name, Likeness, etc.:** Except where prohibited by law, entry into the Sweepstakes constitutes permission to use the winner's name, hometown, aural or visual likeness, and prize information, without limitation, for advertising and promotional purposes without further permission or compensation. As a

- condition of being awarded any prize, except where prohibited by law, winner may be required to execute a consent to the use of his/her name, hometown, aural or visual likeness, and prize information, without limitation, for advertising and promotional purposes without further permission or compensation.
- 10. **Privacy:** Please see Sponsor's Privacy Policy at https://www.chefsteps.com/privacy for information about how Sponsor collects, uses and discloses your information.
- 11. **Winner List; Rules Request:** For a copy of the winner list, send a stamped, self-addressed, business-size envelope after May 10, 2016 and before May 10, 2017 to Sponsor at at the address listed in Section 15, Attn: ChefSteps in Your Kitchen Winner List. To obtain a copy of these Official Rules visit [insert website URL], or send a stamped, self-addressed business-size envelope to the address listed in Section 15, Attn: ChefSteps in Your Kitchen Rules Request. Residents of VT may omit return postage.
- 12. **Intellectual Property Notice:** CHEFSTEPS and JOULE are trademarks of ChefSteps, Inc. The Sweepstakes and all accompanying materials are copyright © 2016 by ChefSteps, Inc. All rights reserved.
- 13. **Disputes:** Except where prohibited by law, entrant agrees that all disputes, claims, and causes of action arising out of or connected with this Sweepstakes or any prize awarded will be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Western District of Washington or the appropriate state court located in King County, Washington. These Official Rules are governed by the laws of the State of Washington without reference to its to conflict of law doctrines.
- 14. **General Conditions:** Entrants agree to be bound by these Official Rules and by the decisions of Sponsor, which are final and binding in all respects. Sponsor reserves the right to change these Official Rules at any time, in its sole discretion, and to suspend or cancel the Sweepstakes or any entrant's participation in the Sweepstakes should viruses, bugs, unauthorized human intervention or other causes beyond Sponsor's control affect the administration, security or proper play of the Sweepstakes, or Sponsor otherwise becomes (as determined in its sole discretion) incapable of running the Sweepstakes as planned. Entrants who violate these Official Rules, violate any law, rule or regulation in connection with participation in the Sweepstakes, tamper with the operation of the Sweepstakes or engage in any conduct that is detrimental or unfair to Sponsor, the Sweepstakes or any other entrant (in each case as determined in Sponsor's sole discretion) are subject to disqualification from entry into the Sweepstakes. Sponsor reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Sweepstakes. Any provision of these Official Rules deemed unenforceable will be enforced to the extent permissible, and the remainder of these Official Rules will remain in effect.
- 15. Sponsor: ChefSteps, Inc., 1501 Pike Place, Suite 300, Seattle, WA 98101.