

2017 BLUE APRON KIDS COOKING CAMP CONTEST
OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN THE CONTEST. A PURCHASE DOES NOT IMPROVE YOUR CHANCE OF WINNING. WINNER WILL BE REQUIRED TO EXECUTE PRIZE CLAIM DOCUMENTS (AS DEFINED BELOW) AND RETURN THEM WITHIN FIVE (5) DAYS FROM DATE OF ISSUANCE OF NOTIFICATION, AS MORE FULLY DETAILED BELOW. BY ENTERING, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT. PLEASE READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES OF SPONSOR (DEFINED BELOW) FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

- 1) **Contest Timing:** The 2017 Blue Apron Kids Cooking Camp Contest (the “Contest”) begins at 12:00 p.m. (noon), Eastern Time, on July 10th, 2017, and ends at 12:00 p.m., Eastern Time, on August 18, 2017 (the “Contest Period”).
- 2) **Eligibility:** The Contest is open only to legal residents of the zip codes in the United States to which Blue Apron delivers its meal subscriptions as of the date of commencement of the Contest Period, who have reached the age of twenty-one (21) years or older in their state or territory of residence as of the date of entry. Employees of Blue Apron, LLC (“Blue Apron” or “Sponsor”) and its and their respective parents, subsidiaries, divisions, affiliates, suppliers, distributors and any advertising, third-party promotional and judging agencies or other persons involved in the creation, development, or implementation of the Contest (all such individuals and entities collectively referred to herein as the “Contest Entities”), and the immediate family members (spouses, parents, children and siblings and their spouses) and household members of the Contest Entities (whether or not related), are not eligible to participate or win. The Contest is void wherever prohibited or restricted by law. All federal, state, and local laws and regulations apply. Participation constitutes your full and unconditional agreement to these Official Rules (“Official Rules”) and Sponsor’s decisions, which are final and binding in all matters related to the Contest. Winning the Prize (as defined below) is contingent upon fulfilling all requirements set forth herein. Entry in the Contest does not constitute entry into any other promotion, contest or sweepstakes.
- 3) **How to Enter the Contest:** During the Contest Period, you may enter the Contest by visiting <http://cook.ba/contest> (the “Contest Site”), completing the on-screen entry form with the information requested, and uploading your photo for one of the specified Blue Apron Kids Cooking Camp activities (each, an “entry”). Details on each Kids Cooking Camp activity may be found at <http://cook.ba/camp>. Ten (10) Bonus Prizes will be awarded in connection with the “Grow it Yourself” activity (Week 3) as described in Sections 7 and 8.

By submitting an entry, you hereby grant permission for the entry to be used by Sponsor as described in Section 6 below.

All photos must adhere to the guidelines specified below. You may only submit one entry per Blue Apron Kids Cooking Camp activity (so you may submit no more than five (5) entries in total), and each entry must be unique and different from any other entry you submit. No correspondence about entries will be accepted, nor will entries be acknowledged or returned. If required information is not included, an entry will be disqualified.

Entries must be received during the Contest Period, and each entry must meet the description for one of the Blue Apron Kids Cooking Camp activities. Entries related to a specific Blue Apron Kids Cooking Camp activity need not be submitted during the week that specific activity is highlighted but

must simply be submitted any time during the Contest Period. `Once the entry is uploaded, the entry is final and may not be modified, supplemented or edited. **Submissions which include a photo that fails to adhere to any of the requirements set forth in these Official Rules, including the requirements set forth in this section, as well as the requirements set forth in Sections 4 and 5 below, as determined by Sponsor in its sole discretion, may be disqualified by Sponsor .**

Be careful that your photo doesn't inadvertently contain another company's trademark, logo or intellectual property, because that may cause your photo or to be disqualified. Examples to watch for: a trademark/logo on a baseball cap, sneakers or t-shirt. The ONLY permitted trademarks or logos are the Blue Apron trademark or logo, which is not required to be in your photo and will not influence the judging. Sponsor may elect to blur incidental third party trademarks or logos in photos at its sole discretion.

Sponsor is not responsible for late or incomplete entries. If a problem occurs in the online submission process or in uploading a photo, you should receive an "Error" message. However, it is your responsibility to electronically complete the entry process and upload a photo and neither Sponsor nor the Contest Entities shall be responsible for any photo not actually received due to incomplete or improper transmission. Similarly, neither Sponsor nor the Contest Entities have any obligation to advise you of an incomplete entry or photo submission.

Use of computer programs and other automatic means to enter the Contest are prohibited and will result in disqualification. Any attempt by any entrant to obtain more than the stated number of entries by using multiple or different email addresses, identities, registrations or logins, or any other methods, will void such entries and that entrant may be disqualified. Normal Internet access, usage charges and/or mobile usage imposed by your online service or mobile provider may apply. Entries that are forged, altered, incomplete, garbled, or generated by a macro or with intent to subvert the entry process will not be accepted and are void. Entries made by an individual or entity on behalf of a named entrant, and/or originating at any other website (other than the Contest Site), including without limitation commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified. In the event of a dispute as to any entry, the authorized account holder of the email address used to enter will be deemed to be the entrant, but only if that person meets all other eligibility criteria for this Contest. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. The potential Winner (as defined below) may be required to show proof that he or she is the authorized account holder. Sponsor may engage third party application providers and other vendors to administer certain aspects of the Contest, including, without limitation, the online collection of entry information. Such third parties will provide your personally identifiable information to Sponsor, who except as set forth herein will collect, store and use such information in accordance with its online privacy policies, located at www.blueapron.com/pages/privacy, and such third parties may also use your information for their own independent purposes in accordance with their own independent privacy practices.

As a condition of entering the Contest, you consent (i) to Sponsor obtaining and delivering your name, address and other information to third parties for the purpose of administering the Contest and complying with applicable laws, rules and regulations, and (ii) to the collection, storage and use of your personally identifiable information by Sponsor in accordance with its privacy policies, located at www.blueapron.com/pages/privacy. Sponsor is not responsible for the storage or any use of your entry information by such third parties. Any communication or information transmitted to Sponsor and/or the Contest Site by electronic mail or otherwise is and will be treated as non-confidential and nonproprietary. Entries become the exclusive property of Sponsor and will not

be returned or acknowledged. Proof of submission is not considered proof of delivery to, or receipt by, Sponsor of such entry. An entry must be received by Sponsor during the Contest Period or such entry will be void.

Entrants in the Contest will be opted-in to receive future marketing communications from Blue Apron and its parents, subsidiaries, divisions and affiliates. Entrants can opt-out of receiving emails at any time, and opting-in or -out does not impact the chances of winning.

- 4) **Content Requirements:** You may capture the photo yourself, or you may have another person capture the photo. If someone other than you has captured the photo, you must have written permission from that person to submit the photo and you must be able to obtain a signed release from the photographer upon the request of Sponsor. If the photo features any persons other than you, you must have permission from each other person in the photo to submit the photo. You must be able to obtain a signed release from all persons featured in the photo upon request of the Sponsor.
- 5) **Conditions of Entry:** By submitting your entry, you represent and warrant that your submitted photo:
 - a) is original (photo may be captured by someone other than you if you obtained written permission to submit the photo, as set forth above);
 - b) does not and will not violate or infringe any right of, or conflict with or violate any contract with or commitment made to, any individual or entity, including any intellectual property, privacy, publicity rights, ownership or any other legal or moral rights of any third party;
 - c) has not been entered in contests sponsored by anyone other than Sponsor or won previous awards in a Sponsor contest or any other contest; and
 - d) is suitable for public viewing.

By submitting an entry, you represent that you own all rights to each element of your entry, including, without limitation, the copyrights in the photo. If someone other than you captured the photo, you further represent that you have obtained an assignment of rights from the third party that captured the photo. Sponsor's determination as to whether the photo violates the rights of any third party is final.

- 6) **Release:** You, on behalf of yourself and your heirs, executors, administrators and legal and personal representatives hereby grant to the Contest Entities, the irrevocable, unconditional, exclusive, royalty-free, worldwide, perpetual and fully sublicensable right and license to display, exhibit, transmit, broadcast, telecast, distribute, reproduce, translate, publish, digitize, modify, alter, edit, dub, distort, adapt, add to, subtract from, portray, create derivative works from, exploit, license and otherwise use and permit others to use, any photographs, images, graphics, text, recordings (visual or audiovisual), links, account or profile name, username, profile, information or images, captions, data, files or other content or materials, and my name, likeness, voice, portrayal, persona and biographical information (collectively, "Content"), in whole or in part, or alone or in conjunction with other material, through any and all manners, formats or mediums now known or hereafter devised, for any and all commercial or non-commercial purposes, including, without limitation, for promotional, publicity, public relations, advertising, trade, packaging, business, illustration, artistic or other purposes, at the sole discretion of the Content Entities, in each case, any material that you directly or indirectly upload to, or provide or make appear on, any of Sponsor's website(s), mobile application(s) or social media page(s), or otherwise provide or make available to the Contest Entities in connection with the Contest or otherwise. You further grant all end users of Sponsor's Web Site (a) the ability to rate, vote, review, comment on and tag the entry; (b) the ability to send and distribute the entry via e-mail, instant messenger, and via social media or other electronic means. You understand, acknowledge and agree that Sponsor will have no obligation to make any use whatsoever of any Content. Any

communication or information transmitted to Sponsor, including the Content, by electronic mail, in connection with the Contest or otherwise is and will be treated as non-confidential and nonproprietary.

- 7) **Selection of Winner:** Entries will be judged by a qualified panel of judges who will evaluate each entry based on the following judging criteria:
- Originality & overall artistic impression (25%)
 - Audience appeal & entertainment quality (25%)
 - Infusing personal story into the photo (25%)
 - Accurate depiction of the Kids Cooking Camp (25%)

No preference in judging will be given for any specific Kids Cooking Camp activity to which an entry pertains, except that entrants who participate in the “Grow it Yourself” activity are eligible to win one of ten (10) Bonus Prizes described below.

One (1) Winner (the “Winner”) will be selected by the judges within a reasonable time after the end of the Contest Period from among all eligible entries received during the Contest Period. The judging will be conducted by Sponsor, whose decisions are final, binding and conclusive on all matters relating to the Contest. Sponsor’s computer shall be the official time keeping device for the Contest. Sponsor will attempt to notify the potential Winner via email within three (3) business days after selection, at Sponsor’s discretion. If, despite reasonable efforts, the potential Winner does not respond within five (5) days of the first notification attempt, or if the Prize or Prize notification is returned as unclaimed or undeliverable to such potential Winner, such potential Winner will forfeit the Prize and an alternate Winner may be selected. If any potential Winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the Prize for any reason prior to award, such potential Winner will be disqualified and an alternate Winner may be selected.

The top ten (10) entries for the “Grow it Yourself” activity (Week 3) based on the above criteria (and excluding the overall Winner, if the Winner’s entry relates to such activity) will be declared “Bonus Winners” and will each be entitled to one (1) free week of Blue Apron meals (the “Bonus Prize”, as further described below).

- 8) **Prizes and Approximate Retail Values (“ARV”):** The Contest prize (the “Prize”) consists of a round-trip flight for the Winner and up to three (3) travel companions to Vermont Creamery where the Winner and three travel companions will tour the facilities and be lodged by Vermont Creamery. The trip includes (a) round-trip coach class airfare for the Winner and up to three (3) travel companions between the major airport nearest to the Winner’s residence and Burlington, Vermont; (b) two (2) nights’ accommodations at Vermont Creamery for the Winner and his or her travel companions (one (1) room, quadruple occupancy) at a hotel to be determined in Sponsor’s sole discretion; (c) ground transportation, both ways, between the Burlington, Vermont airport and the hotel, and (d) three free months of Blue Apron meals (excluding Family Plan-4 Meals Per Week Option). Total ARV of the Prize is **\$4,340**.

Each Bonus Prize consists of one Blue Apron box (any plan except the Family 4-Meal Plan). The ARV of each Bonus Prize is \$69.94; the total ARV of all ten (10) Bonus Prizes is \$699.40.

The Prize and Bonus Prizes are subject to restrictions and conditions, including, without limitation, the following:

The Prize and Bonus Prizes will be awarded only if each potential Winner or/or Bonus Winner, as applicable, fully complies with these Official Rules. The Prize and Bonus Prizes pictured in any advertising, promotional packaging, and other Contest materials are for illustrative purposes only. All details and other restrictions and conditions of the Prize and Bonus Prizes not expressly specified in these Official Rules will be determined by Sponsor in its sole discretion. The Prize and Bonus Prizes are awarded “as is” with no warranty or guarantee, either express or implied by Sponsor. The Winner and Bonus Winners are responsible for all federal, state, local and other taxes, and all other costs and expenses, associated with the Prize or Bonus Prize, as applicable, not specified herein as being awarded. No transfer, substitution or cash equivalent of the Prize or Bonus Prizes is permitted. Sponsor reserves the right to substitute the Prize and/or Bonus Prizes (or any component thereof) with another prize (or component thereof) of equal or greater value if the Prize or Bonus Prizes, as applicable, are not available for any reason, as determined by Sponsor in its sole discretion. By entering the Contest and accepting the Prize or Bonus Prize, the Winner and Bonus Winners each agree to maintain his or her behavior in accordance with all applicable laws and generally accepted social practices in connection with participation in any Contest- or Prize-related activity. Each potential Winner and Bonus Winner may be required to execute certain documents, including, without limitation, an affidavit of eligibility, liability release, W-9 and, where imposing such condition is permitted, a publicity release (collectively, “Prize Claim Documents”). If any potential Winner or Bonus Winner fails or refuses to sign and return all Prize Claim Documents within five (5) days of Prize notification, the Winner or Bonus Winner, as applicable, may be disqualified and an alternate Winner or Bonus Winner may be selected. The Winner understands and agrees that Sponsor has the right, in its sole discretion, to disqualify and remove the Winner from any activity at any time if the Winner’s behavior at any point is uncooperative, disruptive or may or does cause damage to person, property or the reputation of Sponsor or otherwise violates the policies of Sponsor. All Prize and Bonus Prize details are at Sponsor’s discretion.

All other costs and expenses not expressly listed above, including, but not limited to, tips, food, entertainment, incidentals, local transportation, taxes, fees and charges, are the Winner’s and Winner’s companions’ sole responsibility. Anyone traveling in connection with the trip (i) must be eighteen (18) years of age or older or (ii) if not older than eighteen (18) years of age, must be accompanied by a parent or legal guardian. The Winner will not earn frequent flyer mileage credit or points in any program. Paid upgrades or upgrades using frequent flyer mileage are not available. The Prize cannot be combined with any other offer or used to qualify for any promotional offer. The Winner and Winner’s companions must travel together on the same itinerary and must possess all required travel documents, including visas and valid passports, if and as applicable, and comply with any applicable hotel check-in requirements, such as presentation of a major credit card. Government taxes, passenger facility charges and baggage or security fees, among others, are not included in the Prize and if applicable may be payable by the Winner at the time of ticketing. Airline tickets are non-refundable and non-transferable. Other travel restrictions, conditions and blackout dates may apply. All airline tickets are subject to the vagaries of flight variation, work stoppages and schedule or route changes without notice. The ARV for travel prizes may vary depending upon points of departure and destination and fare fluctuations. Sponsor reserves the right to structure travel routes and select hotels in its sole discretion. The round trip air transportation element for any travel prize begins and ends at the point of departure. No interest will be awarded on cash prizes (if any). Room taxes, incidentals and other hotel charges and fees are not included in the Prize and if applicable may be payable by the Winner at the time of check-out. A deposit or payment in advance, or presentation of a credit card by the Winner, may be required at the time of check-in at the hotel. Any hotel cancellations or changes to hotel reservations after confirmation must be made with the hotel directly, and the Winner is solely responsible for any charges and/or fees arising from changes made directly with the hotel. The Prize restrictions and conditions stated herein are not all-inclusive and the Prize may be subject to additional restrictions and conditions, which may be stated in the Prize Claim Documents and/or other

travel documents. All aspects of the travel portions of the Prize must be conducted on such dates as determined by Sponsor in its sole discretion. The dates of departure and return are subject to change at Sponsor's sole discretion. Winner and Bonus Winners may be required to register with Blue Apron to receive meal prizes at Sponsor's discretion; the registration process and requirements are described at www.blueapron.com/pages/terms. Sponsor is not liable for any missed events, opportunities or costs or expenses incurred as a consequence of flight or ground cancellation or delay.

In the event that the Vermont Creamery tour does not or cannot take place as scheduled or at all, for reasons including, but not limited to, scheduling conflicts, cancellations, postponement, an event of "Force Majeure" (as defined below) or for any other reason, then in lieu of attending the tour, the Winner will receive the remaining components, if any, of the Prize and such components shall constitute full satisfaction of Sponsor's Prize obligation to the Winner, and no other or additional compensation will be awarded.

- 9) **GENERAL LIABILITY RELEASE; FORCE MAJEURE:** By participating in the Contest, you agree to be bound by these Official Rules, the privacy policies of Sponsor, located at www.blueapron.com/pages/privacy, and the decisions of Sponsor. Acceptance of the Prize constitutes permission for the Contest Entities to use your name, likeness, biographical information and entry for purposes of advertising, marketing, promotion or trade, and on the Winner's list, without further compensation, unless prohibited by law. By submitting an entry, you represent and warrant that all of the information provided as part of your entry is accurate, does not violate any third party's legal rights (including, without limitation, rights of privacy and publicity) and otherwise does not violate applicable law. You hereby irrevocably agree that the Contest Entities, and social media sites, as applicable, (i) shall not be responsible or liable for, and are fully released, waived, acquitted and forever discharged from, any and all costs, expenses, injuries, losses, liabilities or damages of any kind or nature, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to your participation in the Contest or any Contest-related activity, or from your acceptance, receipt, possession and/or use or misuse of the Prize, and (ii) have not made any representation, warranty or guarantee, express or implied, in fact or in law, with respect to the Prize, including, without limitation, to the Prize's quality or fitness for a particular purpose. The Contest Entities assume no responsibility for any damage to your, or any other person's, computer system which is occasioned by accessing the Contest Site or otherwise participating in the Contest, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or Prize notifications, or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites or other connections, or for miscommunications, failed, jumbled, scrambled, delayed or misdirected computer, telephone or cable transmissions, or for any technical malfunctions, failures, difficulties or other errors of any kind or nature, or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest or the Contest Site, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. If a dispute as to the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. Sponsor reserves the right to modify, extend, suspend or terminate the Contest if it determines, in its sole discretion, that the Contest is technically impaired or corrupted or that fraud or

technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Contest as contemplated herein. In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding the Prize or continuing with the Contest as contemplated herein by any event beyond its control, including, but not limited to, fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, rule, regulation or order, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then, subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend or terminate the Contest. If the Contest is terminated before the end of the Contest Period, Sponsor will (if possible) select the Winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prizes described in these Official Rules will be awarded. If, for any reason, more bona fide Winners come forward seeking to claim the Prize in excess of the number of each type of prize set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available in the prize category in question may be selected in a random drawing from among all persons making purportedly valid claims for the Prize. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by duly authorized representatives of Sponsor. 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 Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

10) INDEMNIFICATION: You agree to indemnify and hold Sponsor, its agencies and the Contest Entities (collectively, the "Indemnitees"), harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the Indemnitees due to or arising out of the use of any element of your entry, or your conduct in submitting an entry or creating a photo or otherwise in connection with this Contest, including but not limited to claims for trademark infringement, copyright infringement, violation of an individual's right of publicity or right of privacy, or defamation. You further agree to release Sponsor from any and all claims that any advertising subsequently produced, presented, and/or prepared by or on behalf of Sponsor infringes your rights with regard to any elements or ideas contained in any element of the entry.

11) GOVERNING LAW: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE CONTEST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS (WHETHER OF THE STATE OF NEW YORK OR ANY OTHER JURISDICTION). SUBJECT TO SECTION 12, BY PARTICIPATING IN THE CONTEST, YOU IRREVOCABLY CONSENT AND SUBMIT TO, AND AGREE NOT TO CONTEST, THE EXCLUSIVE JURISDICTION AND VENUE OF THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF NEW YORK, COUNTY OF NEW YORK, BOROUGH OF MANHATTAN, FOR ANY AND ALL DISPUTES ARISING OUT OF THE CONTEST OR THESE OFFICIAL RULES, AND AGREE NOT TO INITIATE ANY

ACTION AGAINST ANY CONTEST ENTITY OR ANY OTHER INDIVIDUAL OR ENTITY IN ANY OTHER JURISDICTION OR VENUE.

- 12) ARBITRATION PROVISION:** By participating in the Contest, you hereby irrevocably consent and submit to, and agree not to contest, the resolution of any and all disputes you may have with, or claims you may have against, the Contest Entities, or any other individual or entity, relating to, arising out of or connected in any way with (i) the Contest, (ii) the awarding or redemption of the Prize, or (iii) the determination of the scope or applicability of this agreement to arbitrate, individually and exclusively by final and binding arbitration administered by the National Arbitration Forum (the “Forum”) and conducted before a sole arbitrator pursuant to the Code of Procedure established by the Forum. The arbitration shall be held at a location determined by the Forum pursuant to the Code of Procedure, or at such other location as may be mutually agreed by you and Sponsor. The arbitrator’s decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that you may have entered into in connection with the Contest. There shall be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only your and/or Sponsor’s individual claims and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. The arbitrator shall not have the power to award punitive damages against you or Sponsor. For more information about the Forum and the Forum’s Code of Procedure, please visit their website at www.arb-forum.com. If any part of this arbitration provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this provision shall remain in effect and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.
- 13) Winners’ List:** The Winners’ list will be posted at www.facebook.com/blueapron within a reasonable period of time after the close of the Contest. Any legally required Winner’s list also may be obtained by sending a stamped, self-addressed envelope marked “2017 Blue Apron Kids Cooking Camp Contest” to 5 Crosby St., New York, NY 10013, Attn: 2017 Blue Apron Kids Cooking Camp Contest. Vermont residents may omit return postage.
- 14) Sponsor:** The sponsor of the Contest is Blue Apron, LLC, located at 5 Crosby St., New York, NY 10013.