

# Terms of Use

Effective Date: **September 22nd, 2023**

WELCOME TO THIS KRAFT HEINZ COMPANY-OPERATED WEB SITE!

We've designed our websites to be useful, informative, and fun. We hope we've succeeded -- and we hope you'll let us know how we can make them even better.

All we ask in return is that you abide by the Terms and Conditions that follow. Please read them carefully, because **when you use our sites, you automatically agree to them.**

THANKS FOR VISITING!

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## 1. RESTRICTIONS ON YOUR USE OF THE MATERIALS IN OUR SITES

(1) You agree not to re-use material from this website or from any other site operated by Kraft Heinz (each a "Site"). In particular, you agree not to copy, distribute, republish, reproduce, upload, post, or transmit anything, in any form or by any means, unless a feature on our site specifically gives you permission (like our Pin It function) or you get our written consent first.

There's one exception: you may download material onto one computer for your personal, non-commercial use only, provided you don't delete or change any copyright, trademark, or other proprietary notices.

But please don't modify the materials or use them for any other purpose; if you do, you'll be violating our intellectual-property rights.

2) Everything on the Site or that you download - all text, images, and other materials on the Site, the software, plus all files, all images incorporated in or generated by the software, and all data accompanying it -- is considered licensed to you by Kraft Heinz for your personal use. This material is protected by law, including U.S. copyright laws and international treaties.

That means that we retain full and complete title to the Site and to all of the associated intellectual-property rights. So you're not allowed to redistribute or sell the material -- or to "mirror" any materials on the Site, reverse-engineer, disassemble, or otherwise convert it to any other form that people can use. Additionally, you're not allowed to use the Site for any unlawful purpose or in any way that could damage, disable, overburden, or impair the Site, or interfere with anyone else's use and enjoyment of the Site. Specifically, you may not attempt to gain unauthorized access to the Site through hacking, password mining, or any other means.

## 2. IF YOU SUBMIT MATERIAL TO US...

(1) All concepts, suggestions, ideas, or other recommendations that you communicate to Kraft Heinz through this Site in any format (an "Idea Submission") becomes and remains our property, even if this agreement is later terminated.

This means that...

- We don't have to treat any such Idea Submission as confidential.
- You can't sue us for using the Idea Submission you provide (including, but not limited to, product or advertising ideas).
- If we use your Idea Submission -- or anything like them -- we don't have to pay you or anyone else for them.
- We will have exclusive ownership of all present and future rights to Idea Submissions of every kind. We can use them for any purpose, without compensating you or anyone else for them.

(2) For any other content, reviews, ratings, remarks, information, questions, comments, photos, videos or material you post, upload, submit, or transmit to this Site, including any of the foregoing submitted through our product ratings and reviews service, ("Content Submission"), you automatically grant Kraft Heinz a royalty-free, perpetual, irrevocable, transferable, worldwide nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, and display the Content Submission in any media or in any form, format, technology or forum now known (such as, television, radio, print, in-store, packaging, billboards, digital and mobile) or hereafter developed. However, you understand that Kraft Heinz is not required to use any Content Submission. Kraft Heinz's use or non-use of any Content Submission is at Kraft Heinz's sole discretion. We don't have to treat any Content Submission as confidential.

(3) You acknowledge that you are responsible for any Content Submission you make -- in other words, you acknowledge that you (and not we) have full responsibility for the message, including its legality, reliability, appropriateness, originality, and copyright. Kraft Heinz does not guarantee that you will have any recourse through Kraft Heinz to edit or delete any content you have submitted. Kraft Heinz is not responsible for screening or monitoring any Content Submissions made on this Site by users. If notified by a user of a Content Submission allegedly in violation of these Terms and Conditions, we may investigate the allegation and determine in good faith and our sole discretion whether to remove the Content Submission. Also, Kraft Heinz reserves the right to change, condense or delete any content on Kraft Heinz's site that Kraft Heinz deems, in its sole discretion, to violate the content guidelines or any other provision of these Terms and Conditions. Kraft Heinz reserves the right to remove or to refuse to post any Content Submission for any reason. Kraft Heinz will have no liability or responsibility to users for performance or nonperformance of these activities.

(4) For all Content Submissions to Kraft Heinz, you represent and warrant that:

- you are the sole author and owner of the intellectual property rights thereto;
- all "moral rights" that you may have in such content have been voluntarily waived by you;
- all content that you post is accurate;
- use of the content you supply does not violate these Terms and Conditions and will not cause injury to any person or entity.

You further agree and warrant that you shall not submit any content:

- that is known by you to be false, inaccurate or misleading;
- that infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- that violates any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising);

- that is, or may reasonably be considered to be, defamatory, libelous, hateful, racially or religiously biased or offensive, unlawfully threatening or unlawfully harassing to any individual, partnership or corporation;
- for which you were compensated or granted any consideration by any third party;
- that includes any information that references other websites, addresses, email addresses, contact information or phone numbers;
- that contains any computer viruses, worms or other potentially damaging computer programs or files.

(5) You agree to indemnify and hold Kraft Heinz (and its officers, directors, agents, subsidiaries, joint ventures, employees and third-party service providers), harmless from all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown including reasonable attorneys' fees, arising out of a breach of your representations and warranties set forth above, or your violation of any law or the rights of a third party.

(6) By submitting your email address in connection with your rating and review, or any other item you submit to us, you agree that Kraft Heinz and its third party service providers may use your email address to contact you about the status of your review and other administrative purposes.

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### **3. SOCIAL MEDIA**

We hope you enjoy the information and materials on our Site. We're glad when you link to them or post them on your social media accounts, but only for your personal use. You're not permitted to post or upload any of our Site content for your commercial, business, or non-personal use. If you use or post our Site information and materials for any non-personal purposes, you'll be violating our intellectual property rights. Also, make sure that your social media account permits you to post third party content.

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### **4. INFORMATION ABOUT HEALTH & WELLNESS**

Information accessible on this Site is not intended to be a substitute for professional medical advice. Information is often general in nature and may be helpful to some persons but not others, depending upon their personal medical needs. Above all, you should always consult with your personal physician prior to changing or undertaking a new diet or exercise program. Your physician is often in the best position to evaluate whether any particular diet or exercise program is best for you. Advance consultation with your physician is particularly important if you are under eighteen (18) years old, pregnant, nursing, or have health problems. Never disregard professional medical advice or delay in seeking it because of something you have read on this site.

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### **5. LIMITATION OF LIABILITY**

It's very important for you to read the next two sections carefully -- so important, in fact, that the law actually requires us to put this material in capital letters.

KRAFT HEINZ WILL NOT BE LIABLE FOR ANY DAMAGES OR INJURY THAT ACCOMPANY OR RESULT FROM YOUR USE OF ITS

SITES.

THESE INCLUDE (BUT ARE NOT LIMITED TO) DAMAGES OR INJURY CAUSED BY ANY...

- USE OF (OR INABILITY TO USE) THE SITES,
- USE OF (OR INABILITY TO USE) ANY SITE TO WHICH YOU HYPERLINK FROM OUR SITES;
- FAILURE OF PERFORMANCE,
- ERROR,
- OMISSION,
- INTERRUPTION,
- DEFECT,
- DELAY IN OPERATION OR TRANSMISSION,
- COMPUTER VIRUS, MALWARE, OR HARMFUL COMPONENTS, OR...
- LINE FAILURE.

KEEP IN MIND THAT WE ARE NOT LIABLE FOR ANY DAMAGES, INCLUDING...

- DAMAGES INTENDED TO COMPENSATE SOMEONE DIRECTLY FOR A LOSS OR INJURY;
- DAMAGES REASONABLY EXPECTED TO RESULT FROM A LOSS OR INJURY (LEGALLY, "CONSEQUENTIAL DAMAGES");
- OTHER MISCELLANEOUS DAMAGES AND EXPENSES RESULTING DIRECTLY FROM A LOSS OR INJURY (LEGALLY, "INCIDENTAL DAMAGES").

FURTHERMORE, WE ARE NOT LIABLE EVEN IF WE'VE BEEN NEGLIGENT OR IF OUR AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES -- OR BOTH.

EXCEPTION: IN CERTAIN STATES THE LAW MAY NOT ALLOW US TO LIMIT OR EXCLUDE LIABILITY FOR THESE "INCIDENTAL" OR "CONSEQUENTIAL" DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY, AND YOU MAY INDEED HAVE THE RIGHT TO RECOVER THESE TYPES OF DAMAGES. BUT IN ANY EVENT, OUR LIABILITY TO YOU FOR ALL LOSSES, DAMAGES, INJURIES, AND CLAIMS OF EVERY KIND (WHETHER THE DAMAGES ARE CLAIMED UNDER THE TERMS OF A CONTRACT, OR THEY'RE CLAIMED TO BE CAUSED BY NEGLIGENCE OR OTHER WRONGFUL CONDUCT, OR THEY'RE CLAIMED FOR LOSS OF ANTICIPATED PROFITS OR REVENUE OR OTHER ECONOMIC LOSS, OR THEY'RE CLAIMED UNDER ANY OTHER LEGAL THEORY) WILL NOT BE GREATER THAN THE AMOUNT YOU PAID TO ACCESS OUR SITES.

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## 6. DISCLAIMER

THE MATERIALS IN OUR SITES ARE PROVIDED "AS IS." THIS MEANS THAT (SUBJECT TO THE EXCEPTION BELOW) KRAFT HEINZ DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES ABOUT THE MATERIAL IN THE SITES.

THIS INCLUDES (BUT IS NOT LIMITED TO) WARRANTIES...

- THAT THE MATERIAL IS OF ANY PARTICULAR LEVEL OF QUALITY, MERCHANTABILITY, OR FIT FOR A PARTICULAR PURPOSE.
- THAT THE FUNCTIONAL ELEMENTS CONTAINED IN THE MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE.
- THAT DEFECTS WILL BE CORRECTED.
- THAT OUR SITES OR THE SERVERS THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
- THAT THE MATERIALS ON THE SITE ARE CORRECT, ACCURATE, OR RELIABLE
- THAT SUCCESSFUL RESULTS OR OUTCOMES WILL RESULT FROM PROPERLY FOLLOWING ANY INSTRUCTIONS, DIRECTIONS OR RECIPES CONTAINED IN THE MATERIALS. (WE THINK OUR RECIPES ARE GREAT, BUT WE HAVE NO CONTROL OVER CONDITIONS IN YOUR PARTICULAR KITCHEN OR HOUSEHOLD THAT WE DON'T KNOW ABOUT.)

IN ADDITION TO THE ABOVE YOU (AND NOT KRAFT HEINZ)



IN ADDITION TO THE ABOVE, YOU (AND NOT KRAFT HEINZ) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

EXCEPTION: IN CERTAIN STATES, THE LAW MAY NOT ALLOW US TO DISCLAIM OR EXCLUDE WARRANTIES, SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU.

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## 7. ANOTHER DISCLAIMER - OTHER WEBSITES

We sometimes provide access to other websites from our Sites. But we don't endorse or approve any products or information offered at sites you reach through our Site. Check the Uniform Resource Locator (URL) address provided in your browser to see if you are still in a Kraft Heinz-operated Site or have moved to another site.

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## 8. JURISDICTION

Unless otherwise specified, the materials in our Sites are presented to provide information about Kraft Heinz and its products.

Kraft Heinz controls and operates its Sites from the company's headquarters in Chicago, Illinois, in the United States of America. We in no way imply that the materials on the Sites are appropriate or available for use outside of the United States. If you use our sites from locations outside of the United States, you are responsible for compliance with any applicable local laws.

Some software from our sites may be subject to export controls imposed by the United States and may not be downloaded or otherwise exported or re-exported:

- into (or to a national or resident of) any country to which the United States has placed an embargo; or
- to anyone on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Commerce Department's Table of Deny Orders.

If you download or use the Site or software, you are, in effect, confirming to us that you are not located in, are not under the control of, and are not a national or resident of any such country, and that you are not on any such list. You may not use or export the materials from this site in violation of U.S. export laws and regulations.

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## 9. WHAT TO DO IF YOUR COPYRIGHT HAS BEEN INFRINGED

Kraft Heinz respects the intellectual property rights of others. Pursuant to Title 17 U.S.C. § 512, as amended by Title II of the Digital Millennium Copyright Act (the "Act"), Kraft Heinz has implemented procedures for receiving written notification of claimed copyright infringements and for processing such claims in accordance with the Act. To file a copyright infringement notification with us, you will need to send a written communication that includes substantially the following (please consult your legal counsel or see the Act to confirm these requirements):

- A physical or electronic signature of a person authorized to act on behalf of

the owner of an exclusive right that is allegedly infringed.

- Identification of the copyrighted work that you believe to be infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site. Please describe the work and where possible include a copy or the location (e.g., URL) of an authorized version of the work.
- Identification of the material that you believe to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material.

**Providing URLs in the body of your notice is the best way to help us locate content quickly.**

- Your name, address, telephone number, and, if available, an email address at which you may be contacted.
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by you, the copyright owner, your agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that you, as the complaining party, are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Such written notice should be sent to our designated agent as follows:

Kraft Heinz Foods Company  
One PPG Place, Suite 3400  
Pittsburgh, PA 15222  
Attn: Chief Counsel, Trademarks and Copyrights

Please keep in mind: Under Section 512(f) any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

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## 10. TERMINATION OF THIS AGREEMENT

This agreement is effective until terminated by either party.

You may terminate this agreement at any time, by destroying all materials obtained from all Kraft Heinz sites, along with all related documentation and all copies and installations

Kraft Heinz may terminate this agreement at any time and without notice to you if, in its sole judgment, you breach any term or condition of this agreement. Upon termination, you must destroy all materials.

In addition, by providing material on our Sites, we do not in any way promise that the materials will remain available to you. And Kraft Heinz is entitled to terminate all or part of any of its Sites at any time, or your access to all or part of its Sites, without notice to you.

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## 11. MISCELLANEOUS POINTS ABOUT THE USER AGREEMENT

These Terms and Conditions, and the agreement they create, shall be governed by and interpreted according to the laws of the State of Illinois (without applying the state's conflict-of-law principles).

If any provision of this agreement is unlawful, void or unenforceable, it will not affect the validity and enforceability of

any remaining provisions.

Kraft Heinz may modify these Terms and Conditions, and the agreement they create, at any time, simply by updating this posting and without notice to you.

These Site Terms and Conditions and the Kraft Heinz [Privacy Notice](#) makes up the entire agreement regarding all the matters that have been discussed in the preceding paragraphs.

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6,585,516; 6,553,386

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