

Terms of Use

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(1) You agree not to re-use material from Kraft Heinz Food for Thought or from any other World Wide Web site operated by Kraft Heinz or its affiliated companies around the world. In particular, you agree not to copy, distribute, republish, upload, post, or transmit anything unless you get our written consent-first. If you use our materials without our consent, you'll be violating our intellectual property rights.

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(1) All remarks, suggestions, ideas, graphics, or other information that you communicate to *Kraft Heinz* through this site (other than personal information we promise to protect under our Privacy Policy) become and remain our property, even if this agreement is later terminated. This means that:

- We don't have to treat any such submission as confidential
- You can't sue us for using the ideas you submit (including, but not limited to, product or advertising ideas)
- If we use them-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 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 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 of Use. 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 non-performance 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 of Use 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.

SOCIAL MEDIA

We hope you enjoy the information and materials on our Site. However, you're not permitted to post, share or upload any of our Site content for your commercial, business, personal or non-personal use on any of your commercial, business, personal or non-personal social media accounts. If you use, share or post our Site information and materials for any purposes, you'll be violating our intellectual property rights.

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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- Use of (or inability to use) the site
- Use of (or inability to use) any site to which you hyperlink from our site
- Failure of performance
- Error
- Omission
- Interruption
- Defect
- Delay in operation or transmission
- Computer virus
- Line failure

(2) 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")

(3) 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.

(4) 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 under any other legal theory) will not be greater than the amount you paid to access our sites.

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- That the material is of any particular level of quality or fit for a particular purpose
- That the functional elements contained in the materials will be uninterrupted or error-free
- 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

In addition to the above, you (and not *Kraft Heinz*) assume the entire cost of all necessary servicing, repair or correction.

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WRITING GUIDELINES

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By submitting feedback, you agree that you are granting Kraft Heinz a royalty-free, irrevocable, perpetual, worldwide license to use this content in our advertising and marketing materials, which may include, but are not limited to, digital and mobile media, social media, emails, print,

TV, radio, packaging and in-store. Kraft Heinz may also use the nickname and location you provide in connection with this content. For more information please click on the link to our Terms & Conditions below.

When providing feedback:

- Keep your comments focused on the topic
- Avoid writing about customer service, contact us instead if you have issues requiring immediate attention.
- Refrain from mentioning competitors or the specific price you paid for the product, unless asked
- Please do not include Personally Identifiable Information (PII), such as your full name, e-mail address, telephone number, etc. within your comments c, as comments may be shared with third parties for commercial purposes. If you do include PII within your reviews, then you agree that such PII may be shared outside Kraft Heinz and you hereby grant Kraft Heinz permission to share such PII.

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 Web 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 Web sites at any time, without notice to you.

MISCELLANEOUS POINTS ABOUT THIS USER AGREEMENT

This agreement shall be governed by and interpreted according to the laws of Canada and Ontario, as applicable (without applying 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 this agreement at any time, simply by updating this posting and without notice to you. This is the entire agreement regarding all the matters that have been discussed in the preceding paragraphs.

Additional Resources

For quick reference and questions about products or service issues please visit <http://Kraftcanada-en.custhelp.com/> or call 1 (800) 567-5723.

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