

# TERMS OF USE

## Terms and Conditions of Use

These Terms and Conditions of Use (Terms and Conditions) govern your access to this Web Site, Our other websites and social media platforms and should be read in conjunction with Our Privacy Policy.

If you do not agree to abide by these Terms and Conditions, you should not use Our websites or social media platforms.

## General Disclaimer

We are not liable to you or anyone else for any Loss in connection with use of this Web Site or a Linked Web Site.

This general disclaimer is not restricted or modified by any of the following specific warnings and disclaimers but does not attempt to exclude liability in relation to those warranties implied by law which cannot be excluded.

## Specific Warnings and Disclaimers

You must ensure that your access to this Web Site is not illegal or prohibited by laws which apply to you or in your location.

We are not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with use of this Web Site or a Linked Web Site. You must take your own precautions to ensure that whatever you select for your use from this Web Site is free of viruses or anything else (such as worms or trojan horses) that may interfere with or damage the operations of your computer systems.

We may, from time to time, change or add to this Web Site (including these Terms and Conditions) or the information, products or services without notice. However, We do not undertake to keep this Web Site updated. We are not liable to you or anyone else if errors occur in relation to the information on this Web Site or if that information is not up-to-date.

To the extent permitted by the applicable law, all representations, warranties and implied terms are excluded. In circumstances where warranties are implied by law and cannot be excluded, Our liability, to the extent permitted by the applicable law, is limited to repair, replacement or reimbursement for the goods supplied by Us.

In these Terms and Conditions, certain words (particularly capitalised ones) may have special meanings. If they do, these special meanings are set out in the “General” section.

## Copyright

This Web Site is Our copyright property. If We use a third party’s copyrighted works on this Web Site, it is done so with their permission..

You are provided with access to Our Web Site only for your personal and non-commercial use..

Other than for the purposes of and subject to the conditions prescribed under the relevant copyright laws that apply in your location, you may not, in any form or by any means:

- adapt, reproduce, store, distribute, transmit, print, display, perform, publish or create derivative works from any part of this Web Site; or
- commercialise any information, products or services obtained from any part of this Web Site;

without Our written permission.

## Trade Marks

Except where otherwise specified, any word or device to which is attached the ™ or ® symbol is Our trade mark.

If you use any of Our trade marks to refer to Our activities, products or services, you must include a statement attributing that trade mark to Us. You must not use any of Our trade marks:.

- wholly or partly as your own trade marks;
- in connection with activities, products or services which are not ours;
- in a manner which may be confusing, misleading or deceptive; or
- in a manner that disparages Us or Our information, products or services (including this Web Site).

## User Generated Content

Generally, We do not claim any proprietary rights in any text, images, graphics, audio/visual or other materials on this Web Site created by you (“User Generated Content”) which is submitted, displayed or posted on any section of this Web Site. You shall retain ownership of the User Generated Content subject to you waiving any moral rights which may exist in such User Generated Content and you granting Us a royalty-free, non-exclusive licence (Licence) to upload, store, use, modify, display, copy and distribute such User Generated Content solely in connection with the operation of Our websites or social media platforms and the promotion of Our products in any media for the duration of the Licence.

The Licence shall end either when you unsubscribe from this Web Site or when your access to this Web Site is terminated (whichever is earlier), subject to you acknowledging that while We will make reasonable efforts to remove the User Generated Content from this Web Site, it may not be possible due to technical reasons.

From time to time, We may run prize draws and competitions on this Web Site or Our social media platforms and We may also contact you, upon your express consent if necessary, to let you know that such prize draws and competitions are available to enter. Entry to these prize draws and competitions is entirely voluntary and you are under no obligation to enter. Should you choose to enter, We strongly recommend that you read and print out the terms and conditions of the prize draw or competition in question, as these may include additional or different terms concerning proprietary rights in User Generated Content for the purposes of a particular prize draw or competition.

## Linked Web Sites

This Web Site may contain links to Linked Web Sites. Those links are provided for convenience only and may not remain current or be maintained.

Links to those Linked Web Sites should not be construed as any endorsement, approval, recommendation, or preference by Us of the owners or operators of such Linked Web Sites, or of any of the information, products or services referred to on such Linked Web Sites.

Unless stated otherwise on this Web Site, We have:

- no relationship with the owners or operators of those Linked Web Sites; and
- no control over, or rights in, those Linked Web Sites.

## Personal Information

Protecting your privacy is important to Us.

Every time We collect or otherwise deal with your Personal Information, We are regulated (as relevant) by the Australian Privacy Principles, contained within the Privacy Act 1988 (Cth), and the Spam Act 2003 (Cth).

For further information regarding:

- the kind of information collected by Us;
- the purposes for which We may collect, hold, use and disclose your Personal Information;
- how We hold, use, and disclose your Personal Information;
- how you can gain access to or correct your Personal Information that is held by Us; and
- how you may lodge a complaint and how We handle such complaints; refer to Our Privacy Policy located on this Web Site.

## Facebook

We do not collect or store any Personal Information from Facebook. For information on Facebook's Privacy Policy please see <https://www.facebook.com/about/privacy/>.

When advertising with Facebook, We may use demographic or interest information held by Facebook in order to target our advertising to Facebook users. The information provided to Us by Facebook cannot be collated to identify you personally.

Facebook delivers content from a brand page to its users' newsfeeds in two ways: organically to those who have chosen to 'like' the page, and through advertising.

In order to stop receiving 'Our content on Facebook, follow these instructions:

- 1.To stop 'Our content appearing organically in your newsfeed, you must unlike Our Facebook page.
- 2.To stop receiving Our advertising content: click on the drop-down menu at the top right hand corner of the advertisement, and select "Hide advert".

## Pinterest

To stop receiving Our pins in your home feed, click on the board which you wish to unfollow and then click on "Unfollow Board" button.

## Our Rights to Use Information You Send Us

We welcome ideas and feedback from you about all aspects of this Web Site. By using this Web Site and communicating with Us you agree that We may (subject to Our obligations under the current data protection legislation and Our Privacy Policy) reproduce, distribute, transmit, create derivative works of, and publicly display any materials and other information (including ideas for new or improved products and services) that you submit to any public areas of the Web Site (such as bulletin boards, forums, competitions and newsgroups) or by email to Us. Our rights to use information you send Us are subject to Our obligations in accordance with the Privacy Act 1988 (Cth) and Our Privacy Policy.

## General

In these Terms and Conditions:

- "Us" means H.J. Heinz Company Australia Limited and includes any of its directors, employees, associated entities and affiliates. "Our" and "We" have the corresponding meanings.
- "Loss" includes any loss or damage, however caused (including through negligence) which may be directly or indirectly suffered.

- “Linked Web Sites” means web sites of parties other than Us which are hyperlinked from this Web Site.
- “Personal Information” means any information from which your identity is apparent or can be reasonably ascertained.
- “Web Site” includes the whole or any part of this web site (including the layout of this web site, individual elements of the web site design, underlying code elements of this web site, text, sounds, graphics, animated elements, and any other content presented on this web site).
- These Terms and Conditions are governed by the laws in force in Victoria, Australia and you submit to the non-exclusive jurisdiction of the courts of Victoria, Australia and any courts which may hear appeals from those courts in respect of any proceedings in connection with these Terms and Conditions, Our Privacy Policy or this Web Site.
- Nothing contained in these Terms and Conditions derogates from 'Our right to comply with law enforcement requests or requirements relating to your use of this Web Site or information provided to or gathered by Us with respect to that use.