

Terms and Conditions

Ownership and Operation

This web site belongs to a subsidiary of Horizon Snack Foods, Inc., which is a member of the Horizon Food Group group of companies. For more information on the Horizon Food Group companies and their product brands, click [here](#). Horizon Snack Foods may, in its sole discretion and at any time, modify or discontinue this web site or specific portions of it.

Agreement to Be Bound

Your use of this web site constitutes your agreement with Horizon Snack Foods to be bound by, and to act in accordance with, these Terms of Use.

Continuing Agreement

We may change or revise these Terms of Use from time to time by updating this posting, so please visit this area each time you visit the web site to keep up to date with the current terms regarding your use of the web site. Your use of the web site reaffirms your continuing agreement to the then-current Terms of Use.

Ownership and Use of Site Materials

Horizon Snack Foods owns the copyright for all of the material on the web site or has a valid right from a third party to use material on the web site. Horizon Snack Foods also owns or has a valid right to use all trademarks, service marks, and trade names used on this web site. No part of the web site may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way, except that you may download one copy of the materials on any single computer for your personal, non-commercial home use only, provided you keep intact all copyright, trademark and other proprietary notices on the materials. Any modification of the materials or use of the materials for any other purpose is a violation of Horizon Snack Foods' copyright and other proprietary rights. The use of any such material on any other web site or computer network without Horizon Snack Foods' written consent is strictly prohibited. Your use of the trademarks, service marks and trade names on this web site in any manner other than as authorized in these terms and conditions, or as authorized in writing by Horizon Snack Foods, is strictly prohibited.

Downloaded Software

If you download software from this website, the software and all files, images and data relating to the software will be licensed to you by Horizon Snack Foods. You do not own the downloaded software, and Horizon Snack Foods does not transfer ownership of the Software to you. Horizon Snack Foods retains full ownership of, and title to the downloaded software and all intellectual property rights related to the software. You may not redistribute, sell, decompile, reverse engineer, disassemble, or otherwise reduce the software to a human-perceivable form. Software that is downloaded from this web site is subject to United States export control laws. If you download software from this web site, you represent and warrant to Horizon Snack Foods that you are not acting in violation of those laws.

Privacy

For information on how Horizon Snack Foods uses and protects the personal information you may provide on this web site, click [here](#):

User Submissions

Certain portions of the web site may permit you to post or upload comments, suggestions, graphics, ideas (including product and advertising ideas), and other information, materials, or content created by you (collectively, "User Submissions").

In connection with User Submissions, you agree that: (i) you will not submit User Submissions that include material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights (including, without limitation, trademark, privacy and publicity rights) unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant the rights granted herein; (ii) neither the User Submissions, nor the use of the User Submissions as permitted in these Terms of Use, will infringe upon or violate the rights of any person or entity or any applicable laws; and (iii) you will not submit User Submissions that are unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law or is otherwise inappropriate.

By submitting User Submissions to Horizon Snack Foods through this web site, you agree that your User Submissions will become and remain the exclusive property of Horizon Snack Foods, including any future rights associated with your User Submissions, even if these Terms of Use are later modified or terminated.

This means that you disclaim any proprietary rights in such User Submissions, and you acknowledge Horizon Snack Foods' unrestricted right to use them (or materials or ideas similar to them) in any medium, now and in the future, without notice, compensation or other obligation to you or any other person. It also means Horizon Snack Foods has no obligation to keep your submissions confidential.

Although Horizon Snack Foods is under no obligation to review or monitor User Submissions, Horizon Snack Foods reserves the absolute right to do so in its sole discretion. In addition, Horizon Snack Foods reserves the right to alter, edit, refuse to post or remove any User Submissions, in whole or in part, for any reason or for no reason. You agree that Horizon Snack Foods does not have any obligation to use or respond to any User Submissions.

Geographic Scope of Site

Horizon Snack Foods controls and operates this web site from within the United States of America. Unless otherwise specified on or by this web site, this web site is intended to promote only those Horizon Snack Foods products that are sold by Horizon Snack Foods in the United States and its territories, and Horizon Snack Foods makes no representation that materials in this web site or the products described thereby are appropriate or available for use in other locations. All visitors to this web site are responsible for compliance with all local laws applicable to them with respect to the content and operation of this web site.

Links to Other Sites

For your convenience and enjoyment, this web site may provide links to other web sites on the World Wide Web that are not operated by Horizon Snack Foods. Horizon Snack Foods has no control over these web sites and is not responsible for the availability of such web sites. Horizon Snack Foods does not endorse, approve or sponsor, nor is Horizon Snack Foods responsible or liable for any information or content available at the linked sites or any products, or other materials on or available from such sites. In addition, Horizon Snack Foods is not liable, directly or indirectly, for any damage or loss caused or

alleged to be caused by or in connection with your use of such content, information, products, goods or services available on or through any such web sites.

Contents of the Web Site - Disclaimer

The materials in this web site (including any graphics, software, recommendations or other materials) and any materials made available through this web site are provided "as is" and without warranties of any kind, either express or implied. To the fullest extent permissible pursuant to applicable law, Horizon Snack Foods disclaims all warranties, express or implied, including, but not limited to, all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. Horizon Snack Foods does not warrant or make any representations regarding the use or the results of the use of the materials in this web site in terms of their correctness, accuracy, reliability, or otherwise. The materials in this web site could include technical inaccuracies or typographical errors. These materials could be inaccurate or become inaccurate as a result of developments occurring after their respective dates. Horizon Snack Foods undertakes no obligation to verify or maintain the currency of such information.

In addition, you understand and agree that when using the web site, you will be exposed to User Submissions posted and/or submitted by users. Horizon Snack Foods is not in any manner responsible for the User Submissions, and Horizon Snack Foods does not guarantee the accuracy, integrity, quality, or intellectual property rights of or relating to such User Submissions. In addition, Horizon Snack Foods cannot assure that harmful, inaccurate, deceptive, offensive, threatening, defamatory, unlawful or otherwise objectionable User Submissions will not appear on the web site. You acknowledge that by providing you with the ability to access and view User Submissions on the web site, Horizon Snack Foods is merely acting as a passive conduit for such distribution and is not undertaking any obligation or liability relating to any User Submissions or activities of users on the web site. Without limiting the generality of the foregoing, you acknowledge and agree that the information, materials and opinions expressed or included in any User Submissions are not necessarily those of Horizon Snack Foods or its affiliated or related entities or content providers.

Certain links in this web site may link you to other sites on the worldwide web. The linked sites may not be under the control of Horizon Snack Foods and Horizon Snack Foods is in any event not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. Horizon Snack Foods is not responsible for webcasting or any other form of transmission received from any linked site. Horizon Snack Foods is providing these links to you only as a convenience, and the inclusion of any link does not imply a referral by Horizon Snack Foods to, or an endorsement by Horizon Snack Foods of, the linked site or any products or services which may be offered there.

Operation of the Web Site - Disclaimer

Horizon Snack Foods endeavors to maintain this web site and its operation, but is not, and cannot be, responsible for the results of any defects that may exist in the web site or its operation. As to the operation of the web site, Horizon Snack Foods expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to all implied warranties of merchantability or fitness for a particular purpose, title and non-infringement. Horizon Snack Foods makes no warranty that (i) the operation of the web site will meet the user's requirements; (ii) access to the web site will be uninterrupted, timely, secure, free of viruses, worms, trojan horses or other harmful components, or free of defects or errors; (iii) the results that may be obtained from the use of the web site will be accurate or reliable; or (iv) defects will be corrected. You (and not Horizon Snack Foods) assume the entire cost of all servicing, repair, or correction that may be necessary for your computer equipment and software as a result of any viruses, errors or any other problems whatsoever you may have as a result of visiting this web site.

Limitation of Liability

Under no circumstances shall Horizon Snack Foods be liable for any damages or injury, including any direct, special, incidental, consequential, punitive or other damages, that may result from the use of, or the inability to use, the web site or any materials in this site, whether in an action of contract, negligence or other tortious action, arising out of or in connection with the use or performance of the website or information available in the web site. Horizon Snack Foods shall not be liable even if Horizon Snack Foods or a Horizon Snack Foods authorized representative has been advised of the possibility of such damages. These include but are not limited to damages or injury caused by error, omission, interruption, defect, failure of performance, delay in operation or transmission, line failure or computer virus, worm, trojan horse or other harmful component.

Limitations as to Paragraphs 11, 12 and 13

Applicable law may not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations or exclusions may not apply to you. However, in no event shall Horizon Snack Foods' total liability to you for damages, losses, and causes of action (whether in contract, tort (including, but not limited to, negligence, or otherwise) exceed the amount paid by you, if any, for accessing this site.

Postings

Horizon Snack Foods may from time to time monitor or review discussions, chats, postings, and other transmissions on this web site. However, Horizon Snack Foods is under no obligation to do so and assumes no responsibility or liability arising from the content of any such transmissions or for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, illegality or inaccuracy contained in any information transmitted to any such locations on this web site. You may not post or transmit any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law. Horizon Snack Foods will fully cooperate with any law enforcement authorities or court order requesting or directing Horizon Snack Foods to disclose the identity of anyone posting any such information or materials. Horizon Snack Foods may also disclose such information if it has a good faith belief that such disclosure is reasonably necessary to protect the rights, property, or personal safety of Horizon Snack Foods, its customers or the public.

Indemnification

You hereby agree to defend, indemnify and hold Horizon Snack Foods, its parents, subsidiaries and affiliated companies and each of their respective agents, licensees, successors and assigns, harmless from and against any and all claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses, including reasonable attorney's fees, relating to or arising out of your use of the web site, any use of your User Submissions as permitted in these Terms of Use, and/or any breach or alleged breach of any of your warranties, representations or agreements hereunder.

Copyright Agent

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, please provide our Copyright Agent with the following information:

a. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;

- b. a description of the copyrighted work or other intellectual property that you claim has been infringed
- c. a description of where the material that you claim is infringing is located, with enough detail that we may find it;
- d. your address, telephone number, and email address;
- e. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;
- f. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Availability of Help

This web site may provide a Help file or other instructions for the use of this site. However, you understand that Horizon Snack Foods is under no obligation to provide any support for the use of the web site.

Applicable Law; Jurisdiction

These Terms of Use and any disputes arising under or related to these Terms of Use (whether for breach of contract, tortious conduct or otherwise) will be governed by the laws of the State of California, without reference to its conflicts of law principles. Any legal actions, suits or proceedings arising out of these Terms of Use (whether for breach of contract, tortious conduct or otherwise) will be brought exclusively in the state courts of California or the United States District Court, and you hereby accept and submit to the personal jurisdiction of these California courts with respect to any legal actions, suits or proceedings arising out of these Terms of Use. You also waive to the fullest extent permitted by law any right to a trial by jury in any action, suit or proceeding brought to enforce, defend or interpret any right or remedies under, or arising in connection with or relating to, these Terms of Use.

Severability

If any provision of these Terms of Use shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.

No Waiver

No failure on the part of Horizon Snack Foods to enforce any part of these Terms of Use shall constitute a waiver of any of Horizon Snack Foods' rights under these Terms of Use whether for past or future actions on the part of any person. Neither the receipt of any funds by Horizon Snack Foods nor the reliance of any person on Horizon Snack Foods' actions shall be deemed to constitute a waiver of any part of these Terms of Use. Only a specific, written waiver signed by an authorized representative of Horizon Snack Foods shall have any legal effect whatsoever.

No Legal Effect

The paragraph titles in these Terms of Use are for convenience only and have no legal or contractual effect.