

## User Agreement

### WELCOME TO THIS KRAFT HEINZ 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 (the "Agreement"). Please read it carefully, because **by continuing to use HeinzHalloween.com (the "Site"), you agree to be bound by the Agreement.** If you do not agree to the Agreement, you may not use the Site. Please note that our use of your personal information is governed at all times by the Kraft Heinz Site Privacy Notices, which are available at: <https://www.kraftheinzcompany.com/privacy.html>

This Agreement is between you and Kraft Heinz Foods Company ("Kraft Heinz," "we," "us," and "our"). Amendments to the Agreement will be posted to the Site. Unless otherwise specified at the time, Amendments are effective upon posting to the greatest extent allowable under applicable law.

### THANKS FOR VISITING!

### USING THE SITE

**This Site is intended for legal residents of the United States who are at least 18 years of age and able to enter into binding contracts.**

Subject to compliance with the Agreement, including, but not limited to applicable age and residency restrictions, you have a limited and revocable license to access and use the Site for its intended purpose, which is for your personal use and not, for example, for reselling or outsourcing the Site's functionality or otherwise using it as a service bureau or data center. Uses of the Site not specifically authorized in this Agreement are prohibited.

### MAKING PURCHASES ON THE SITE

Products ordered through the Site will only be shipped to addresses within the contiguous United States. Product quantities are limited and available while supplies last. Please allow 2-6 weeks for delivery.

You agree to obey all applicable local, state and federal laws (including minimum age requirements) in regard to any purchases you make through the Site. You agree to pay all charges that may be incurred by you or on your behalf through the Site, at the price(s) in effect when such charges are incurred including, without limitation, all shipping and handling charges. In addition, you remain responsible for any taxes that may be applicable to your purchase transactions. You agree not to use any credit card registered outside the United States in connection with any transaction on the Site.

All descriptions, images, references, features, content, specifications, products, and prices of products described or shown on the Site may change at any time without notice.

If you make a purchase on the Site using a mobile device, please note that your mobile service carrier or provider may assess data or other charges based on your access and use of the Site. We recommend

that you refer to your service provider's Terms of Use for information regarding your account, including applicable data and other charges, prior to accessing and using the Site on a mobile device. You shall be solely responsible for any charges and fees, including, but not limited to, data and other usage charges assessed to you by your mobile carrier because of your use of the Site.

## **RESTRICTIONS ON YOUR USE OF THE MATERIALS ON OUR SITES**

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 (collectively, "Materials"), is owned by Kraft Heinz or its partners. Subject to this Agreement, Kraft Heinz grants you a temporary, revocable license to use the Materials on the Site for your personal, non-commercial use only. 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 a Pin It function) or you get our written consent first. You also agree not to delete or change any copyright, trademark, or other proprietary notices on any Materials.

## **PROHIBITED CONDUCT**

You agree not to:

- access or attempt to access any information, documents, images, software, or material that you are not authorized to access or using any means that you are not authorized to use, such as any means not intentionally made available through the Site;
- disrupt or interfere with the security of, or otherwise cause harm to the Site, or to any materials, systems resources, accounts, passwords, servers, or networks connected to or accessible through the Site or any affiliated or linked websites;
- access or use the Site in any manner that could damage, disable, overburden, or impair any server or network used by Kraft Heinz in connection with the Site;
- transmit unsolicited or bulk communications to any Kraft Heinz account holder or to any email addresses associated with Kraft Heinz;
- post or otherwise submit any software, programs, files, or other materials via the Site that are harmful or disruptive of another's equipment, software, or other property, including any corrupted files, time bombs, Trojan Horses, viruses, and worms;
- disrupt, interfere with, or inhibit any other user from using and enjoying the Site or other websites, materials, or services associated with Kraft Heinz;
- violate any applicable laws or regulations related to the access to or use of the Site, and/or engage in any activity prohibited by this Agreement;
- use the Site to engage in any chain letters, contests, junk e-mail, pyramid schemes, spamming, surveys, or any other duplicative or unsolicited messages;
- use any robot, spider, or other such programmatic or automatic device, including, but not limited to, automated dial-in or inquiry devices, to obtain information from the Site or otherwise monitor or copy any portion of the Site;
- frame, mirror, or use framing techniques on any part of the Site without first getting Kraft Heinz' permission in writing;

- make any use of data extraction, scraping, mining, or other data gathering tools, or create a database by systematically downloading or storing Site materials, or otherwise scrape, collect, store, or use any materials, except pursuant to the limited license granted by this Agreement;
- modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Site; or use any Kraft Heinz domain name as a pseudonymous return email address.

These examples of prohibited conduct are illustrative and not exhaustive. Kraft Heinz reserves the right to take action, including terminating a user's account, if the user is determined, in Kraft Heinz' sole discretion, to have engaged in prohibited conduct or otherwise violated this Agreement.

## **TRADEMARKS AND COPYRIGHTS**

Trademarks, logos, graphics, and trade dress used on the Site are the trademarks of Kraft Heinz or its affiliates, and may not be used in any manner (including in "meta-tags" or "hidden text") without prior written approval. All content included on the Site, such as text, graphics, images, audio clips, video, data, music, software, and other material is owned or licensed property of Kraft Heinz, Kraft Foods Group LLC, or suppliers or licensors and is protected by copyright or other proprietary rights. Any unauthorized use of these materials may violate trademark, copyright, or other laws. You agree not to modify, reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any material except as expressly permitted in the Agreement.

## **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 agree not to post or upload any of our Site content for your commercial, business, or non-personal use. Please confirm that your social media account permits you to post third-party content prior to posting.

## **LIMITATION OF LIABILITY**

Please read the next two sections carefully.

TO THE GREATEST EXTENT PERMITTED UNDER APPLICABLE LAW, KRAFT HEINZ, ITS PARENTS, SUBSIDIARIES, CORPORATE AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS, MEMBERS, MANAGERS, AGENTS, REPRESENTATIVES, SERVICE PROVIDERS, AND SUPPLIERS (COLLECTIVELY, "KRAFT HEINZ-RELATED PARTIES") WILL NOT BE RESPONSIBLE OR LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE OR INFORMATION CONTAINED WITHIN THE SITE, INCLUDING, BUT NOT LIMITED TO, YOUR UPLOADING OF ANY MATERIALS TO OR THE CONDUCTING OF ANY TRANSACTIONS THROUGH THE SITE.

THESE INCLUDE, BUT ARE NOT LIMITED TO, DAMAGES OR INJURY CAUSED BY ANY:

- USE OF (OR INABILITY TO USE) THE SITE;
- USE OF (OR INABILITY TO USE) ANY SITE TO WHICH YOU HYPERLINK FROM THE SITE;
- FAILURE OF PERFORMANCE;

- ERROR;
- OMISSION;
- INTERRUPTION;
- DEFECT;
- DELAY IN OPERATION OR TRANSMISSION;
- COMPUTER VIRUS, MALWARE, OR HARMFUL COMPONENTS; OR
- LINE FAILURE.

TO THE MAXIMUM EXTENT AUTHORIZED BY LAW, THE TOTAL AGGREGATE AND COMBINED LIABILITY OF THE KRAFT HEINZ-RELATED PARTIES SHALL BE LIMITED TO THE AMOUNT OF MONEY, IF ANY, THAT YOU SPENT IN CONNECTION WITH THE TRANSACTION OR EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY REGARDLESS OF WHETHER A CLAIM IS BROUGHT UNDER CONTRACT, TORT, WARRANTY, OR OTHER THEORY. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF LIABILITY SET FORTH ABOVE, SO THIS LIMITATION OF LIABILITY MAY NOT APPLY TO YOU, AND YOU MAY HAVE RIGHTS IN ADDITION TO THOSE CONTAINED HEREIN. IN SUCH JURISDICTIONS, KRAFT HEINZ-RELATED PARTIES' LIABILITY IS LIMITED TO THE GREATEST EXTENT ALLOWED BY LAW.

#### **DISCLAIMER**

Except as expressly stated in this Agreement, all content, information, and materials on the Site are provided on an "as is" and "as available" basis. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, AND EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WE MAKE NO, AND HEREBY DISCLAIM ALL, REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE AVAILABILITY, OPERATION, AND/OR USE OF THE SITE, AND ANY OFFERINGS THEREON, INCLUDING, BUT NOT LIMITED TO WARRANTIES THAT:

- THE SITE IS OF ANY PARTICULAR LEVEL OF QUALITY, MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR OTHERWISE MEETS YOUR REQUIREMENTS.
- THE FUNCTIONAL ELEMENTS CONTAINED IN THE SITE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE FROM UNAUTHORIZED ACCESS (INCLUDING THIRD-PARTY HACKERS OR DENIAL OF SERVICE ATTACKS).
- DEFECTS WILL BE CORRECTED.
- OUR SITE, OR THE SERVERS THAT MAKE IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
- THE MATERIALS ON THE SITE ARE CORRECT, ACCURATE, RELIABLE, OR CURRENT.
- ARISE FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE.

WE ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS ON THE SITE OR FOR ANY ADVERSE CONSEQUENCES RESULTING FROM USE OF, INABILITY TO USE, OR RELIANCE ON ANY ASPECT OF THE SITE, INCLUDING, BUT NOT LIMITED TO, VIDEOS, USER CONTENT, AND ALL OTHER CONTENT, STATEMENTS, SERVICES, PRODUCTS, AND OTHER INFORMATION AND MATERIALS CONTAINED IN OR DESCRIBED ON THE SITE.

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

## **ANOTHER DISCLAIMER – OTHER WEBSITES**

We sometimes link to other websites from our Site. 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.

IN NO EVENT WILL WE BE LIABLE, DIRECTLY OR INDIRECTLY, TO ANYONE FOR ANY DAMAGE OR LOSS ARISING FROM OR RELATING TO ANY USE, CONTINUED USE, OR RELIANCE ON ANY LINKED THIRD-PARTY SITE, OR ANY LINK CONTAINED IN A LINKED SITE.

## **JURISDICTION**

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

## **EXPORT CONTROLS**

Some software from our Site 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.

By downloading or using the Site or software, you are 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.

## **WHAT TO DO IF YOU BELIEVE 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., page 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 note: Under Section 512(f) of the Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

## **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 obtained from all Kraft Heinz sites.

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.

## **NOTICES AND ELECTRONIC COMMUNICATIONS**

Except as explicitly otherwise stated, any notices you send to Kraft Heinz must be sent by mail to:

Kraft Heinz Foods Company  
200 East Randolph Street, Suite 7600  
Chicago, IL 60601  
Attn: Legal Department

In the case of notices Kraft Heinz sends to you, you consent to receive notices and other communications by Kraft Heinz posting notices on the Site or by sending you an email at the address listed in your account, if you have provided one. You agree that all agreements, notices, disclosures, and other communications that Kraft Heinz provides to you in accordance with this section satisfy any legal requirement that such communications be in writing. You agree that a printed version of this Agreement and/or any notice given in electronic form shall be admissible in judicial or administrative proceedings based on or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

## **MISCELLANEOUS POINTS ABOUT THE AGREEMENT**

This Agreement 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 the remaining provisions.

These Site Terms and Conditions and the Kraft Heinz Site Privacy Notice make up the entire agreement regarding all the matters that have been discussed in the preceding paragraphs.

## **NOTICE FOR CALIFORNIA RESIDENTS**

Under California Civil Code Section 1789.3, California you are entitled to the following consumer rights notice: California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, California 95834, or by telephone at (916) 445-1254 or (800) 952- 5210.