

## Privacy and Legal Policies

### Introduction

Thank you for visiting a website owned and operated by H.J. Heinz Company ("Heinz"). This website was created to be informative, useful, educational and fun. To ensure that your personal information is secure and that you understand that even the friendliest websites have rules to follow, Heinz has compiled everything you should need to feel safe in exploring Heinz's websites responsibly. We have organized this part of the website you are visiting into the following sections: [Terms of Use](#), [Privacy Policy](#), [Children's Privacy Policy](#) and [Security Statement](#). You can also find our Contact Information below to use if you have a question, comment or concern about Heinz's websites and policies.

### Terms of Use

These Terms of Use ("Agreement") set forth the terms and conditions that apply to your use of this website. BY USING THIS WEBSITE OR DOWNLOADING MATERIALS FROM THIS WEBSITE, YOU AGREE TO THE TERMS OF THIS AGREEMENT JUST AS IF YOU HAD SIGNED IT. If you do not agree with any of these terms, do not use this website. Heinz reserves the right to make changes to this Agreement from time to time at its sole discretion. Your continued use of this website constitutes your acceptance of any such changes. Heinz retains the right to deny access to its websites to anyone at its sole discretion for any reason, including violation of this Agreement. In addition, you agree not to use this website for any unlawful purpose.

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#### Limitations of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT UNDER NO CIRCUMSTANCES SHALL HEINZ, ITS AFFILIATES OR THEIR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, USE, DATA, GOODWILL OR OTHER INTANGIBLES ARISING OUT OF, OR INABILITY TO USE, THIS WEBSITE OR THE INFORMATION IT CONTAINS. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED AT LAW OR IN EQUITY, OR WHETHER ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY OR BASIS EVEN IF HEINZ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF ANY OF THE ABOVE LIMITATIONS ARE VOID OR UNENFORCEABLE UNDER GOVERNING LAW, HEINZ'S LIABILITY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

#### Indemnification

Upon a request by Heinz, you agree to defend, indemnify and hold harmless Heinz and its affiliates and their directors, officers, employees and agents against any claims, demands, actions, damages or other liabilities, including expenses and attorney's fees, that arise from your use of this website. Heinz reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Heinz in asserting any available defenses.

#### Forward-Looking Statements

The United States Securities and Exchange Commission encourages companies to disclose forward-looking information so that investors can better understand a company's future prospects and make informed investment decisions. This website may be considered to contain such "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995, which provides a safe harbor for forward-looking statements made by or on behalf of a company.

Words or phrases such as "anticipate," "estimate," "expects," "projects," "intends," "plans," "believes," "targets," "goal," "will likely result," "will continue," and similar expressions used in connection with any discussion of future operating or financial performance identify such forward-looking statements. Those forward-looking statements are management's present expectations regarding future events and speak only as of their dates. As with any projection or forecast, they are inherently susceptible to uncertainty and changes in circumstances, and Heinz is under no obligation, and expressly disclaims any such obligation, to update or alter any forward-looking statements whether as a result of such changes, new information, future events or otherwise.

Heinz's actual results could differ materially from management's expectations and anticipated results because of changes in such factors. Some of the factors that also could cause actual results to differ from those contained in any forward-looking statements include, but are not limited to, sales, earnings and volume growth, competitive conditions, production costs (including energy, transportation and distribution costs), currency valuations (notably the euro and pound sterling), global economic and industry conditions, achieving cost savings programs, success of acquisitions and divestitures, new product and packaging innovations, the impact of e-commerce and e-procurement, supply chain efficiency and cash flow initiatives, and other factors described in our filings with the Securities and Exchange Commission.

In addition, Heinz's overall strategy, including its financial strategy, its growth of operations, the maintenance of its financial ratios and similar matters could be adversely affected by increased interest rates, failure to meet earnings expectations, significant acquisitions or other transactions and changes in Heinz's strategies and intentions.

#### Not an Offer to Sell or Solicitation of Offer to Buy Securities

This website and the materials contained in it are neither an offer to sell nor a solicitation of an offer to buy any security in any state or jurisdiction.

#### Dated Material Disclaimer

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#### Links to Other Websites

We have provided links to other websites that we thought might be of interest to you. If you access any of these linked websites, you may leave this website. You agree that if you visit any linked website, you do so at your own risk. Heinz makes no warranty or representation regarding the content on any linked website.

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#### International Use

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#### Use of Communications

Any communications or information you transmit to this website will be treated in accordance with our [Privacy Policy](#). In general, such information should not be considered by you to be confidential or proprietary. While we welcome your comments and feedback (through e-mail or regular mail) with respect to this website or any of our products, we are not seeking and do not review any unsolicited ideas, suggestions or materials related to the development, design, manufacture or marketing of our products. We have been in this business for over 130 years and have discovered that most ideas have either been thought of already or we currently have employees working on the same or similar ideas.

This policy is intended to avoid confusion about the ownership of new ideas and concepts and to help protect you. By sending us any proposed ideas or other such information, you agree to transfer to Heinz all of your rights and interests in such proposed intellectual property, ideas and information. You further agree that Heinz is free to use any ideas, concepts or know-how that you or individuals acting on your behalf provide to Heinz.

#### Other Terms and Conditions

These Terms of Use, and the agreement they create, shall be interpreted in accordance with and governed by the laws of the Commonwealth of Pennsylvania (without applying the state's conflict of laws provisions). You also agree and hereby submit to the exclusive personal jurisdiction and venue of the Pennsylvania state courts or the United States District Court for the Western District of Pennsylvania with respect to any claims, demands or causes of action arising out of or related to these Terms of Use or your use of this website.

If any provision of this Agreement is unlawful, void or unenforceable, you agree that the provision will be enforced to the maximum extent permissible and the remaining provisions contained in this Agreement shall continue in full force and effect.

This Agreement constitutes the entire agreement between you and Heinz regarding your use of this website. No advice or information, whether oral or written, obtained by you from Heinz shall alter the terms of this Agreement. You should check, however, our [Privacy Policy](#) for additional terms that form part of this Agreement.

You agree that failure by Heinz to enforce or exercise any provision of this Agreement or related right shall not constitute a waiver of that right or provision.

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## Privacy Policy

Heinz is sensitive to the privacy concerns of the visitors to its websites and recognizes that you are concerned about the information you provide us and how we treat that information. Because many of our visitors are children, we take special care to ensure that our content is appropriate for children and, we take steps to help protect their privacy. As a result, we developed a Privacy Policy to address your concerns and explain certain choices you can make about the manner in which your information is collected and used at our websites.

Heinz has developed this Privacy Policy to reflect the policies of the Grocery Manufacturers of America ("GMA"). Heinz is proud to be a member of the GMA, the world's largest association of food, beverage and consumer product companies. With U.S. sales of more than \$460 billion, GMA members employ more than 2.5 million workers in all 50 states. This association leads efforts to increase productivity, efficiency and growth in the food, beverage and consumer products industry.

GMA and its member companies respect the privacy concerns of consumers and implement policies that address those concerns. As a member, we join GMA in its support of the following key principles:

1. Consumers have the right to be informed when personally identifiable information is collected and exercise choice over the use of their information.
2. Companies should establish privacy policies that address the collection and use of personally identifiable information, implement internal procedures to comply with the policies and maintain the ability to measure and enforce compliance.
3. Policies and practices governing personally identifiable information should be tailored to the nature of the personal data being collected, with the most sensitive personal information being afforded the highest level of protection.
4. A business environment that promotes interactive commerce and the ability to gather information economically while respecting consumers' concerns about privacy will generate the greatest benefit for consumers and allow our industry to compete and flourish.

For further information about the GMA, [Click Here](#)  
[Information Collected](#)

As a general policy, we have designed our websites to minimize the amount of personal information collected and request only the information that is required to ensure that visitors can effectively participate in our activities and events. No personal information is collected from visitors to this website unless you provide it to us voluntarily and knowingly.

At some Heinz websites, you can order products, gift items, enter contests, subscribe to services or otherwise respond to certain offers and opportunities. In order to accomplish this, it may be necessary for you to voluntarily provide some of the following types of personally identifiable information: name, address, e-mail address, telephone number, fax number, credit card information and information about your interest in and use of various products, programs and services.

At certain websites, you can request that items, products or information be sent directly to other recipients. It may be necessary for you to provide their name, address, e-mail address and telephone number.

If you order products or gift items, you will be requested to provide credit card information. All information received in connection with such orders will be handled in the manner specified in our [Security Statement](#).

We also may collect certain non-personally identifiable information when you visit one of our websites, as part of the standard operation of our server, by using Cookie Technology. This technology does not personally identify you or extract any information from your computer. Rather, Cookie Technology is used to provide an enhanced online experience, to measure and monitor the use of our website and to improve its design and content. The information this technology collects may include: the name of your Internet service provider, the date and time you accessed the website, the Internet address of the website from which you enter our website and where you go after you leave our website. Data that would personally identify you is known only when voluntarily submitted.

### [How We Use Information](#)

If you voluntarily provide us with any requested information, we generally use that information for internal purposes only, such as to fulfill your request for our products, items and to provide the services you have requested. In addition, we may use this information to communicate directly with you, such as to respond to your inquiries, to inform you when you have won one of our contests, to fulfill a request for an online newsletter or other online subscription service, or to offer you additional information about our other products, programs, services, promotions or offers that we believe may be of interest to you. Such responses will include information on how to opt out from receiving further information or services.

Certain information we receive online may on occasion be combined with our other records to enhance our ability to market those products or services we believe may be of interest to you. We never sell, rent or otherwise share

any personal information we obtain with third parties, unless we have notified you at an e-mail address you provided that we intend to do so. Sometimes we use agents or contractors for processing or fulfillment. Such agents or contractors are required to use the information only for purposes of carrying out the services they are performing for Heinz.

We may have to disclose personally identifiable information in response to legal requests, for example court orders, subpoenas or specific requests from law enforcement agencies.

Although we take appropriate measures to safeguard against unauthorized disclosures of information, we cannot assure you that personally identifiable information that we collect will never be disclosed in a manner that is inconsistent with this policy. We have, however, put in place appropriate physical, electronic and administrative safeguards to help prevent the unauthorized access and use of the information we collect online.

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### **Children's Privacy Policy**

H.J. Heinz Company is especially sensitive to the need to protect the interests of children and has adopted this Children's Privacy Policy to supplement its [Privacy Policy](#), which you should also read.

We believe that parents have the ultimate responsibility to supervise their children's online activities to ensure that children have a safe and rewarding experience. We urge parents to discuss the online release of personal information with their children and we urge children to check with their parents before entering information on any website.

Some portions of our websites are directed in whole or in part to children under 13. In those areas, our conduct is governed by the Children's Online Privacy Protection Act and other laws and regulations that address children's online privacy.

Some portions of our websites are directed in whole or in part to children under 13. In those areas, our conduct is governed by the Children's Online Privacy Protection Act and other laws and regulations that address children's online privacy.

In addition, we also may collect certain non-personally identifiable information when a child visits one of our websites, as part of the standard operation of our server, by using Cookie Technology. This technology does not personally identify a child or extract any information from his or her computer. Rather, Cookie Technology is used to provide an enhanced online experience, to measure and monitor the use of our website and to improve its design and content. The information this technology collects may include: the name of the child's Internet service provider, the date and time the child accessed the website, the Internet address of the website from which the child entered our website and where the child went after leaving our website. Data that would personally identify your child is known only when voluntarily submitted.

Whenever we request personally identifiable information from a child, we will also ask for a parent's e-mail address so that we can notify the parent that we have received personal information from the child. We then give the parent the option to consent to or withdraw the entry or request and remove the child's information from the database. If the parent permits the entry or participation, we will not use the personal information for any purpose other than completion of the promotion or participation in the activity. We do not share a child's information with third parties (other than agents or contractors necessary for fulfillment services) unless we have explicitly said so in the notice to the parent, and described with whom and for what purpose we would share such information. We will delete the child's information from our database within a reasonable time after the conclusion of these promotions, unless the parent has given us permission to retain the information in our records.

We might permit a child to send us an e-mail. We will respond to such e-mails, but we do not store the names, addresses or e-mails themselves in our databases, nor do we share them with third parties (other than for fulfillment services).

Upon proper identification, any parent can review any personal information we have collected from his or her children, if we are still maintaining the information in our database, by following the procedures outlined in the [Access to Information](#) section below.

Heinz does not sell products for purchase by children. We sell children's products for purchase by adults. If you are under 18, you may use this website to purchase Heinz products only with the involvement of a parent or guardian.

#### Other Websites

Our websites may contain links with other websites whose information and privacy practices are different from ours. Sometimes these websites might conduct contests or promotions that are promoted on our websites. You should consult their privacy policy since these websites are not governed by our policy and may adopt different procedures for handling information.

#### Access to Information

Please contact us using the [Contact Information](#) below if you have comments or concerns regarding our policies or practices. In addition, you may contact us at that address or e-mail address if you want to do any of the following:

- access personally identifiable information this Heinz website has collected about you or your child,
- correct factual errors in such information,
- request to have this information deleted, or
- request that we no longer collect or maintain such information

Please be sure to include your e-mail address or mailing address, and a telephone number, where we can reach you. We will take reasonable steps to verify your identity before granting you access to the personal information that we collect and maintain about you or your child.

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## **Security Statement**

### Order Forms

When you request certain Heinz products or services from us, we will request information from you on a registration or order form. Here you must provide contact information (such as name and shipping address) and financial information (such as credit card number and expiration date). This information is used for billing purposes and to fill your order. If we have trouble processing your order, we may use your contact information to get in touch with you.

When our order form asks you to enter sensitive information, such as a credit card number, that information is encrypted using a Secure Sockets Layer ("SSL") encryption software. The Netscape® Navigator and the Microsoft® Internet Explorer browsers have built-in security features to prevent you from unwittingly submitting personal information over non-secure channels. While on a secure web page, such as our order form, the lock icon at the bottom of your browser, such as Netscape® Navigator or Microsoft® Internet Explorer, becomes locked, as opposed to un-locked or open when you are just exploring the Internet. The URL, or Internet address, in the "Address" or "Location" window near the top of your screen also displays "https://" at the beginning, instead of "http://".

Our e-commerce servers also use digital certificates issued by VeriSign®, a leading certificate authority, so you can verify and be confident that you are visiting a Heinz website and not an imposter. If you try submitting information to a website without a digital certificate, your browser such as Netscape® Navigator or Microsoft® Internet Explorer will by default show a warning.

While we use encryption software and digital certificates to protect your sensitive information online, we also take appropriate measures to protect your information off-line. All of your information, not just the sensitive information mentioned above, is restricted to our offices and agents. Only individuals who need the information to perform a specific job (for example, billing clerks or customer service representatives) are granted access to your personally identifiable information. Our employees and agents are periodically notified and/or reminded about the importance we place on privacy and what they can do to ensure that your information is protected. Finally, the servers where we store personally identifiable information are kept in a secure locked environment.

### Confirmation of an Online Transaction

Heinz provides you with the opportunity to:

- confirm the goods or services you intend to purchase at the disclosed price;
- see all associated costs imposed and collected;
- see the means of payment you choose;
- identify and correct or modify the order before final submission; and
- make an affirmative decision to complete the online purchase prior to consummation of the transaction.

### Retention of Information

Heinz will provide you with a confirmation of sale transaction either at the time of the transaction or thereafter via e-mail. This e-mail confirmation will include contact information to allow you to obtain the status of your order until it is fulfilled and will be formatted so you can print it.

### Commercial Resale

You may not commercially resell Heinz products purchased on a Heinz website.

### Dispute Resolution

If you are not satisfied with a purchase from a Heinz website, and we fail to resolve your dispute to your satisfaction, we offer a money-back guarantee.

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## **Contact Information**

If you have questions, comments or concerns about these Terms of Use, Privacy Policy, Children's Privacy Policy or Security Statement, you may contact us by e-mail at [info@heinz.com](mailto:info@heinz.com), by telephone at 1-800-255-5750, or by mail at:

H.J. Heinz Company  
P.O. Box 57  
Pittsburgh, PA 15230  
Attention: Law Department

We will be happy to answer your questions.

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