



Premier Foods Group Limited

Australian Brand Websites - Acceptable Use Policy

1 The Website

This website (“our site”) is operated by a member of the Premier Foods group of companies, the ultimate holding company of which is Premier Foods plc (registered in England and Wales with company number 05160050 and registered address Premier House, Centrium Business Park, Griffiths Way, St. Albans, Hertfordshire, AL1 2RE, United Kingdom).

All references to 'our', 'us', 'we', 'company' or “Premier Foods” within this policy are deemed to refer to Premier Foods plc, its subsidiaries, affiliates and associates.

This acceptable use policy sets out the terms between you and us under which you may access our site. This acceptable use policy applies to all users of, and visitors to, our site.

Your use of our site means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement our terms of site use.

2 Prohibited Uses

- You may use our site only for lawful purposes. You may not use our site:
- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- For any commercial use without our prior written consent.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards (see below).
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, distribute, duplicate, copy or re-sell any part or parts of our site in contravention of the provisions of our terms of site use unless you are given specific uncontrovertible consent to do this in relation to specific content on our site.
- Not to access without authority, interfere with, alter, modify, damage or disrupt:
 - any part of our site;
 - any equipment or network on which our site is stored;
 - any software used in the provision of our site; or
 - any equipment or network or software owned or used by any third party.
- Not to (or attempt to) circumvent, disable or otherwise interfere with any security related features of our site or features that (i) prevent or restrict use or copying of any contributions (as defined below in Content Standards) or content or (ii) enforce limitations on use of our site or the content accessible on our site.
- Not to collect or harvest any personal data of any user of our site (and agree that this shall be deemed to include account names (where relevant)).
- Not to use our site and any services provided on our site (including the contact us, social media feeds and email features in our site) for the solicitation of business in the course of trade or in connection with a commercial enterprise.
- Not to solicit, for commercial purposes, any users of our site.
- Not use automatic tools or robots to access our site or to collect or scrape content from our site.

We grant the operators of public search engines permission to use spiders to copy materials from our site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. We reserve the right to revoke these exceptions either generally or in specific cases.

3 Interactive Services

We may from time to time provide interactive services on our site, including, without limitation:

- Chat rooms.
- Bulletin boards.
- Blogs
- Links to Social Networking Sites, such as Facebook, You Tube, Twitter
- Uploads to embedded video sites
- User contributions
- Apps
- Interactive tools
- Rating services

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not fool-proof. Minors who are using any interactive service should be made aware of the potential risks to them.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise, such as contact details for Customer Services.

We do not guarantee any confidentiality with respect to any contributions you make.

4 Content Standards

These content standards apply to any and all material which you contribute to our site (contributions), and to any interactive services associated with it.

You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the UK, in Australia and in any country from which they are posted.

Contributions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.

- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right, trade mark or other applicable intellectual property rights of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

5 Suspension and Termination

We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of ***the terms of site use***^{*1} upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

So far as legally possible we exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

This does not exclude or limit in any way our liability:

- For death or personal injury caused by our negligence;
- For fraud or fraudulent misrepresentation; or
- For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

6 Changes to the Acceptable Use Policy

We may revise this acceptable use policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on our site.

^{*1} *Terms of Site Use are available on this website as a separate document*