



## Premier Foods Group Limited

### Australian Brand Websites - Terms of Site Use Policy

This site ("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).

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of our site and any services provided to you or from our site (collectively known as the "services").

The Terms form a legally binding agreement between you and us. Please read these terms of use carefully before you start to use our site. Your legal agreement comprises these terms of site use, the privacy policy and the acceptable use policy (collectively called the "Terms").

Permission to access and use our site and its services is granted subject to your acceptance of the Terms. By using our site or any of the services, you indicate that you accept these Terms and that you agree to abide by them. If you do not agree to these Terms, please refrain from accessing and using our site and services. The Terms apply to all users of our site including users who also contribute video or photographic content, information and other materials or services to our site.

You may not use our site or the services and may not accept the Terms if (a) you are not of legal age or otherwise are unable to form a binding contract (unless otherwise clearly specified in writing), or (b) you are a person who is either barred or otherwise legally prohibited from receiving or using the services under the laws of the country in which you are resident or from which you access or use the services.

You should print off or save a local copy of the Terms for your records.

#### **1 Accessing our site**

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any

time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

When using our site, you must comply with the provisions of our acceptable use policy.

You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

## **2 Reliance on information posted**

Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents. You must obtain specific professional or specialist advice before doing anything on the basis of the content of our site.

## **3 Our site changes regularly**

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material. Changes take effect from the time they are posted onto this site.

## **4 Exclusion of Warranties**

The material displayed on our site and the services are provided “as is” and without any guarantees, conditions or warranties as to its accuracy.

In particular we do not represent or warrant to you that:

- your use of our site or services will be uninterrupted, timely, secure or free from error,
- any information obtained by you as a result of your use of our site or services will be accurate or reliable, and
- that defects in the operation or functionality of any software provided to you as part of our site or services will be corrected.

## **5 Our liability**

To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

- All conditions, warranties, representations and other terms which might otherwise be implied by statute, common law or the law of equity.
- Any liability for any indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, reliance upon, inability to use, or results of the use of our site, any sites linked to it and any materials posted on it.

In particular we will not be liable for (in each case whether direct or indirect):

- loss of income or revenue;
- loss of business;
- loss of profits or contracts;
- loss of anticipated savings;
- loss of data;
- loss of goodwill;
- wasted management or office time; and
- for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may affect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading any material or content on it, or on any website linked to it.

Nothing in the Terms shall affect any statutory rights which you are entitled to as a consumer and that you cannot contractually agree to alter or waive. If you are a consumer for the purposes of the Competition and Consumer Act 2010 (Cth), and, as a result, certain guarantees, rights and remedies conferred on you cannot be excluded, restricted or modified except in limited circumstances, then, to the maximum extent permitted by law, our liability to you is limited at our option to: (a) in the case of goods: (i) replacement of the goods or supply of equivalent goods; (ii) repair of the goods; (iii) payment of the cost of replacing the goods or acquiring equivalent goods; or (iv) payment of the cost of having the goods repaired; and (b) in the case of services: (i) resupply of the services; or (ii) payment of the cost of resupplying the services.

## **6 Information about you and your visits to our site**

We process information about you in accordance with our privacy policy. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

## **7 Uploading or posting material to our site**

Whenever you make use of a feature that allows you to upload or post material (including any Submission (as defined below) to our site, or to make contact with other users of our site, you must comply with the content standards set out in our acceptable use policy. You warrant that any such material does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. To be clear this means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any material you upload or post to our site will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose and where specifically stated assign all rights to such uploaded or posted material.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials uploaded or posted by you or any other user of our site.

We have the right to remove any material you upload or post to our site if, in our opinion, such material does not comply with the content standards set out in our acceptable use policy.

You retain all of your ownership rights in any videos, pictures, and text you upload or post to our site (your Submissions), but you are required to grant limited licence rights to us and other site users (see "Rights you license" below)

You understand and agree that you are solely responsible for your own Submissions and any other material you upload or post to our site and the consequences of uploading, posting or publishing them. Unless clearly indicated otherwise we do not endorse any Submission you upload or post or any opinion, recommendation, or advice expressed therein, and we expressly disclaim any and all liability in connection with your Submissions (or the Submissions of any other users of our site).

You represent and warrant that you have (and will continue to have during your use of the services) all necessary licences, rights, consents, and permissions which are required to enable us to use your Submissions for the purposes of the provision of the services, and otherwise to use your Submissions in the manner contemplated by our site and these Terms.

You are solely responsible for backing up your material and Submissions.

## **8 Rights you license**

When you upload or post a Submission to our site, you grant:

- us a worldwide, non-exclusive, royalty-free, transferable licence (with right to sub-license) to use, reproduce, distribute, prepare derivative works of, display, and perform that Submission in connection with the provision of the services, including without limitation for promoting and redistributing part or all of our site (and derivative works thereof) in any media formats and through any media channels;
- to each user of our site, a worldwide, non-exclusive, royalty-free, licence to access your Submissions through our site, and to use, reproduce, distribute, prepare derivative works of, display and perform such Submissions to the extent permitted by the functionality of our site and under these Terms.

The above licences granted by you are irrevocable unless our site provides you with functionality to remove or delete your Submissions from our site, in which case the above licences granted by you are terminated when you remove or delete such Submission.

## **9 Viruses, hacking and other offences**

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any site linked to it.

## **10 Linking to our site**

Unless we clearly indicate on our site or you have our specific prior written permission:

1. You may only link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
2. You must not establish a link from any site that is not owned by you.
3. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.
4. We reserve the right to withdraw linking permission without notice.
5. The site from which you are linking must comply in all respects with the content standards set out in our acceptable use policy.

If you wish to make any use of material on our site other than that set out above, please complete our **Contact Us**<sup>\*1</sup> form.

## **11 Links from our site**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them or for the content, privacy policies or practices of any third party websites or services.

You acknowledge and agree that we are not responsible for the availability of any such external sites or resources, and do not endorse any advertising, products or other materials on or available from such websites or resources.

You acknowledge and agree that we are not liable for any loss or damage which may be incurred by you as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such websites or resources.

We encourage you to be aware when you leave our site and to read the terms and conditions and privacy policy of each other site that you visit.

We may at any time, terminate our legal agreement with you if:

- you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or
- we are required to do so by law (for example, where the provision of the services to you is, or becomes, unlawful); or
- we are transitioning to no longer providing the services to users in the country in which you are resident or from which you use the services; or
- for any other reason at our sole discretion.

## **12 Copyright, Trade Marks and Intellectual Property**

Save in relation to your Submissions or other users' Submissions, we are the owner or the licensee of all intellectual property rights in our site, and in all the material published on it, including without limitation all trade marks, names and logos. These works are protected by intellectual property rights laws and treaties around the world. All such rights are reserved. Nothing on our site should be considered to be granting a licence to use any of the above mentioned rights without our express written consent.

## **13 Visitors to our site shall not:**

- copy, reproduce, republish, download, distribute, display, sell, license, post, broadcast, transmit, distribute, store or otherwise use or exploit the material on our site or our site itself (a) for any commercial purpose; (b) for incorporation in any other work or material whether in hard copy or electronic or any other form; (c) to make them appear part of any third party's site or electronic database or retrieval system; or (d) in any other way or purpose whatsoever except for viewing, printing or saving a back-up copy to your local hard disk for your own personal, non-commercial use;
- use our site or the material on our site in any other way without our prior written permission;

or

- do anything which causes damage to our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way. You must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.

You must not use any part of the materials on our site for commercial or political purposes without obtaining express written consent to do so from us or (if appropriate) our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

#### **14 Waiver**

You agree that if we do not exercise or enforce any legal right or remedy contained in these Terms, this will not be taken to be a formal waiver of our rights and that those rights or remedies will still be available to us.

#### **15 Assignment**

You may not assign the benefit or burden of the Terms without our prior written consent. We shall be entitled to assign or sub-contract the whole or part of our obligations under these Terms on written notice to you.

#### **16 Severability**

In the event of any provision of these Terms being or becoming void in whole or in part the other provisions of these Terms shall remain fully valid and enforceable and void provisions

shall, where appropriate, be replaced in accordance with the meaning and purpose of these Terms.

## **17 Third party rights**

You acknowledge and agree that each member of the group of companies of which Premier Foods Group Limited is a part shall be third party beneficiaries to the Terms and that such other companies shall be entitled to directly enforce, and rely upon, any provision of the Terms which confers a benefit on (or rights in favour of) them. Other than this, no other person or company shall be a third party beneficiary of the Terms or any rights pursuant to the Contract (Rights of Third Parties) Act 1999 (the "Act") or otherwise. Any right or remedy of a third party which exists or is available apart from the Terms and the Act is not affected.

## **18 General**

All references to any statute or statutory provision shall be deemed to include references to any statute or statutory provision which amends, extends, consolidates or replaces the same.

## **19 Entire Agreement**

The Terms constitute the whole legal agreement between you and us and govern your use of our site and services and completely replace any prior agreements between you and us in relation to our site and services.

## **20 Variations**

We may revise these terms of site use 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 made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

You understand and agree that if you use our site or services after the date on which the Terms have changed, we will treat your use as acceptance of the updated terms.

## **21 Jurisdiction and applicable law**

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Notwithstanding this, you agree that we shall still be permitted to apply for injunctive remedies (or other equivalent types of urgent legal remedy) in any jurisdiction.



## 22 Your concerns

If you have any concerns about material which appears on our site, please complete our **Contact Us**<sup>\*1</sup> form.

Thank you for visiting our site.

<sup>\*1</sup> The **Contact Us** form is available from this website via the menu bar.