

## **WEB SITE TERMS OF USE**

**Effective Date: October 24, 2008**

### **Welcome**

This Web site (this "Site") is owned and operated by Hormel Foods Corporation ("Hormel", "we," "us," and "our"). These Terms of Use ("Terms of Use") govern your use of this Web site and the other Hormel Web sites that display these Terms of Use (our "Site(s)").

If you have any questions about these Terms of Use, please send us an email at [cresponse@hormel.com](mailto:cresponse@hormel.com) and write "Terms of Use" in the subject line or write to us at

Hormel Foods Corporation  
1 Hormel Place  
Austin, MN 55912-3680  
Attention: Legal Department/Terms of Use

### **Your Consent to These Terms of Use**

Please take a few minutes to review these Terms of Use. By accessing or using this Site you are agreeing to comply with and be bound by these Terms of Use. **IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU MAY NOT USE OUR SITES.**

### **Changes to These Terms of Use**

As we add new features and functionality to our Sites, we may need to update or revise these Terms of Use. We reserve the right to do so, at any time and without prior notice, by posting the revised version on our Sites. These changes will be effective as of the date we post the revised version on our Sites. Your use of one of our Sites following any such change constitutes your agreement to be bound by the revised Terms of Use. For this reason, it is important to review these Terms of Use regularly. If we revise these Terms of Use, we will provide a notice at the top of these Terms of Use for at least 30 days after the new effective date.

You may access the current version of these Terms of Use at any time by clicking on the link marked "Terms of Use" at the bottom of each page of our Sites. For your convenience, we post the effective date of these Terms of Use at the top of this page, so that you can see at a glance whether these Terms of Use have changed since your last visit.

### **Special Terms and Conditions Governing Special Promotions, Features or Functionality**

Some of our Sites include special promotions, features or functionality. For example, you may be able to use one of our Sites to enter a sweepstakes or contest; to share recipes; to apply for a job; to purchase products; or to design and email a "gram" to a friend. These special promotions, features and functionality may be offered subject to special terms and conditions, such as age restrictions, entry deadlines, return policies, or restrictions on use. If special terms and conditions apply, we will post appropriate notices ("Notices") on the applicable Site, for example, on the entry form, the order form or the registration page. These Notices supplement or amend these Terms of Use and are hereby made part of these Terms of Use. If the terms and conditions set forth in a Notice conflict with the general terms and conditions of these Terms of Use, the contrary terms and conditions set forth in the Notice will govern, but only with respect to the subject matter of the Notice.

### **Our Online Privacy Policy**

Our Online Privacy Policy (our “Privacy Policy”) describes how we protect your privacy when you use our Sites. To review our Privacy Policy click [here](#). Our Privacy Policy is hereby made part of these Terms of Use.

### **Ownership of Site and Content**

All right, title and interest in this Site, including all of the software and code that comprise and operate this Site, and all of the text, photographs, images, illustrations, graphics, audio, video and audio-video clips, and other materials provided through this Site (collectively, “Content”) are owned by us or by third parties who have licensed their Content to us. This Site is protected under trademark, service mark, trade dress, copyright, patent, trade secret and other intellectual property laws. In addition, the entire Content of this Site is a collective work under U.S. and international copyright laws and treaties, and we own the copyright in the selection, coordination, arrangement and enhancement of the Content of this Site.

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### **Feedback and Other Submissions**

The comments, feedback, suggestions, ideas, recipes, artwork and other information or materials you provide to us when you use our Sites or respond to solicitations on our Sites (collectively, “Submissions”) shall be our exclusive property. We shall exclusively own all rights, title and interests, known or hereafter existing, in your Submissions. Without limiting the generality of the foregoing, we shall have right (but not the obligation) to reduce to practice, exploit, make, use, copy, disclose, display or perform publicly, distribute, improve and modify any Submissions you submit to us for any purpose whatsoever, without restriction and without compensating you in any way. We shall have no obligation to treat your Submissions as confidential. You acknowledge that we have many resources, internal and external and may have independently developed or may independently develop information, ideas or materials that are identical or similar to your Submissions. You are responsible for the lawfulness and appropriateness of all Submissions you submit through our Sites.

By providing Submissions to us, you are agreeing to these terms; representing and warranting to us that your Submissions are your original work; and assigning to us all worldwide rights, title and interests in your Submissions, including all copyrights and other intellectual property rights.

### **User Content**

*Rules Governing User Content.* The following additional terms and conditions apply when you post comments or other Content on one of our Sites (“User Content”).

You may not

- post any User Content that is protected by copyright, trademark, privacy or publicity rights, trade secret rights, confidentiality rights, contract rights, or other rights without the express permission of the owner of the respective right;
- post any User Content that is harmful; hateful; threatening; abusive; harassing; defamatory or libelous; sexually explicit, vulgar, lewd, obscene, or pornographic; offensive; inappropriate; or inflammatory;
- post any User Content that you know (or reasonably should know) is false, deceptive or misleading;
- post any User Content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- post any private information about another person, including addresses, phone numbers, email addresses, and so on;
- impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age, or your affiliation with any person or entity;
- use the Site in a manner that violates any laws or regulations;
- use the Site to solicit money, goods or services for private gain;
- use the Site to solicit money, goods or services for any charitable purposes;
- use the Site to promote political views or candidates;
- use the Site to advertise any goods or services or to solicit the purchase or sale of any products or services;
- use the Site to transmit chain letters or junk email;
- use the Site to further or promote any criminal or illegal activity or to provide instructional information about illegal activities;
- use the Site in a manner that interferes with, disables, disrupts, impairs, or creates an undue burden on the networks or services that support the Site;
- use the Site to harvest or collect email addresses or other contact information of other Users by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- use the Site in a manner that, in our sole discretion restricts or inhibits any other user from using or enjoying the Site.

*Right to Monitor and Remove User Content.* You understand that we have the right (but not the obligation) to monitor User Content and the right (but not the obligation), in its sole discretion, to remove any User Content that violates these Terms of Use or for any other reason.

*Ownership of User Content.* The User Content you provide to us shall be and remain exclusively our property. We shall exclusively own all rights, title and interests, known or hereafter existing, in your User Content. Without limiting the generality of the foregoing, we shall have right (but not the obligation) to reduce to practice, exploit, make, use, copy, disclose, display or perform publicly, distribute, improve and modify any User Content you submit to us for any purpose whatsoever, without restriction and without compensating you in any way. We shall have no obligation to treat your User Content as confidential. By providing User Content to us, you are agreeing to these terms; representing and warranting to us that the User Content you provide is your original work; and assigning to us all worldwide rights, title and interests in your Submissions, including all copyrights and other intellectual property rights.

### **Third-Party Content**

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### **Agent to Receive Notification of Claimed Infringement**

We do not knowingly violate or permit others to violate the copyrights of others. It is your responsibility to make sure that you do not post User Content that violates the copyrights of others. We reserve the right to deny you access to this Site if you post or transmit infringing Content on or through one of this Site. Please notify our Copyright Agent immediately if you have reason to believe any part of the Content of this Site or any other Site infringes the copyrights of others. Before doing so, you may want to review the U.S. Copyright Office's Circular on the copyrightability of recipes available at <http://www.copyright.gov/fls/fl1122.html>.

*Notice of Claim of Copyright Infringement.* If you are the copyright owner or are authorized to act on behalf of the copyright owner, please notify our Copyright Agent immediately of any claim of copyright infringement. As soon as we receive your notice of claimed infringement, in the form described below, we will promptly remove or disable access to materials that are claimed to be infringing (or the subject of infringing activity). Your notice must be in writing and must include the following:

- a description of the copyrighted work you believe has been infringed (or if you believe multiple copyrighted works have been infringed, a representative list);
- a description of the material you believe is infringing or the subject of infringing activity, together with enough information to permit us to locate the material;
- enough information to permit us to contact you, such as, your name, address, telephone number and, if available, e-mail address;
- a statement that you have a good faith belief that the allegedly infringing use of the material was not authorized by the owner of the exclusive right that is allegedly infringed (the "copyright owner"), an agent for the copyright owner, or by law;
- a statement that all of the information you have provided is accurate; and
- a statement, made under penalty of perjury, that you are the copyright owner or are authorized to act on behalf of the copyright owner.

Your notice must be signed (physically or electronically) and must be addressed as follows:

Sarah L. Nelsen  
Corporate Attorney  
1 Hormel Place  
Austin, MN 55912  
Phone: 507-437-5936  
Fax: 507-437-5838  
E-mail: [copyrightagent@hormel.com](mailto:copyrightagent@hormel.com)

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MARIA; DUBUQUE; FARMER JOHN; FAST 'N EASY; HERB-OX; HERDEZ; HIBACHI GRILL; HOMELAND; HORMEL; HOUSE OF TSANG; JENNIE-O TURKEY STORE; KID'S KITCHEN; LAYOUT; LITTLE SIZZLERS; LLOYD'S; MANNY'S; MARRAKESH EXPRESS; MARY KITCHEN; NATURAL CHOICE; OLD SMOKEHOUSE; PELOPONNESE; PILLOW PACK; PREP CHEF; RANGE BRAND; RICO OLE'; ROSA GRANDE; SAAG'S; SANDWICH MAKER; SAUCY BLUES; SPAM; SPAMTASTIC; STAGG; THICK & EASY; VALLEY FRESH; WRANGLERS.

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THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND (WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, INCOME OR PROFITS), WHETHER THE CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, EVEN IF OUR AUTHORIZED REPRESENTATIVE OR THE AUTHORIZED REPRESENTATIVE OF ONE OF OUR AFFILIATES HAS BEEN ADVISED OF OR SHOULD

HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND WITHOUT REGARD TO THE EFFECTIVENESS OF OTHER REMEDIES.

IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN OUR AND OUR AFFILIATES' AGGREGATE LIABILITY (INCLUDING THE LIABILITY OF ANY OTHER PERSON OR ENTITY WHOSE LIABILITY WOULD OTHERWISE HAVE BEEN LIMITED) FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED THE AMOUNT, IF ANY, OF ANY AMOUNTS PAID BY YOU TO US OR THE APPLICABLE AFFILIATE IN CONNECTION WITH THE APPLICABLE PRODUCT OR SERVICE, OR IF YOU HAVE PAID NO SUCH AMOUNTS, \$10.00.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION LIABILITY FOR CERTAIN TYPES OF DAMAGES. ACCORDINGLY, SOME OF THE FOREGOING LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

#### **Password Protected Areas of Our Sites**

For your protection, certain areas of our Sites are password protected. You are responsible for maintaining the confidentiality of your passwords. We have the right to assume that anyone accessing our Sites using a password assigned to you has the right to do so. You will be solely responsible for the activities of anyone accessing our Sites using a password assigned to you, even if the individual is not, in fact authorized by you. If you have reason to believe that your password has been compromised or used without authorization, you must promptly change it using the functionality provided on our Sites.

#### **Links to Other Web Sites.**

We operate many different Web sites, each with its own content, features, and functionality. Each of our Web sites serves a different purpose. For this reason, not all of our Web sites are governed by these Terms of Use. When you use a link on one of this Site to access another one of our Web sites, please take a minute to review the privacy policy posted on that Web site.

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#### **Interpretation**

As used in these Terms of Use, the term "including" means "including, but not limited to."

#### **Waiver**

Our failure at any time to require performance of any provision of these Terms of Use or to exercise any right provided for herein shall not be deemed a waiver of such provision or such right. All waivers must be in writing. Unless the written waiver contains an express statement to the contrary, no waiver by any of us of any breach of any provision of these Terms of Use or of any right provided for herein shall be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under these Terms of Use.

#### **Severability**

If any provision of these Terms of Use is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms of Use shall remain in full force and effect.

**Governing Law, Jurisdiction and Venue**

Our headquarters are located in Austin, Minnesota, USA. These Terms of Use shall be governed under the laws of the State of Minnesota without regard to its conflicts of law provisions. All actions or proceedings arising out of or relating to these Terms of Use shall be venued exclusively in state or federal court in the State of Minnesota. You hereby irrevocably consent and submit to the personal jurisdiction of said courts for all such purposes.

**Entire Agreement**

These Terms of Use contain the entire understanding and agreement between you and us with respect to the Services and supersede all previous communications, negotiations and agreements, whether oral, written, or electronic between you and us with respect to the subject matter of these Terms of Use.