

## **TERMS OF USE**

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Please read these terms of use carefully before using this website as they represent a binding agreement between each user of our website (“**you**”, “**your**”) and Pringles International Operations SARL (referred to as “**Pringles**”, “**we**”, “**us**”, or “**our**”).

**If you wish to access and use the website, you must accept and agree to be bound by and comply with these terms of use. If you do not agree to these terms of use, then you must not access or use our website.**

You agree that these terms of use, and any related information, communications and agreements between you and us, may be made available or occur electronically.

We reserve the right, at our sole discretion, to modify these terms of use at any time. Such modifications shall become effective immediately upon the posting thereof. You must review these terms of use on a regular basis to keep yourself apprised of any changes.

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## **Your Privacy**

We respect your right to privacy. All information that we may collect via the website is subject to our privacy statement, which is accessible here.

## **Your Conduct**

To the extent that our website permits you to post, email, or otherwise make available content, you agree not to post, email or otherwise make available content that:

- is unlawful;
- includes personal or identifying information about another person without that person's explicit consent;
- impersonates any person or entity, including, but not limited to, a Pringles employee, or falsely states or otherwise misrepresents an affiliation with a person or entity;
- infringes any patent, trademark, trade secret, copyright or other proprietary rights of any person, or content that you do not have a right to make available under any law or under contractual or fiduciary relationships;
- is harmful, threatening, abusive, harassing, defamatory, pornographic;
- harasses, degrades, intimidates or is hateful toward an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- constitutes or contains any form of advertising or solicitation, or that includes links to commercial services or websites;
- 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;
- disrupts the normal use of our website with an excessive amount of content, or that otherwise negatively affects other users' ability to use our website; or
- employs misleading email addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of content transmitted through our website.

You will be solely responsible and liable for any and all loss, damage, and additional costs that you, Pringles or any other person may incur as a result of your submission of any information on or through this website.

Pringles reserves the right to refuse to post or to remove any content, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of these terms of use.

## **Infringement Claims**

If any content posted on a Pringles website infringes on your copyright, please notify our designated agent by email, using the email mechanism on the Contact Us page.

Pringles investigates notices of alleged infringement and takes appropriate actions under applicable law.

Your notice of claimed infringement must include: (a) physical or electronic signature of the copyright owner or authorized agent; (b) identification of the copyrighted work claimed to have been infringed; (c) identification of the material that is claimed to be infringing and that is to be removed from the site, as well as information reasonably sufficient to permit us to locate the material; (d) information reasonably sufficient to permit us to contact the copyright owner, such as an address, telephone number, and, if available, an electronic mail address; (e) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or applicable law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the copyright owner. Claimants who make misrepresentations concerning copyright infringement may be liable for damages incurred as a result of the removal or blocking of the material, court costs, and lawyer's fees.

## Membership Account

Certain sections of our website may only be available to you upon registration for a website account. By registering, you represent and warrant to Pringles that: (a) all information provided by you to Pringles during the registration process is truthful, accurate and complete; and (b) you will comply with these terms of use.

As a registered user, you agree to maintain and promptly update your registration data as necessary to keep it true, accurate, current and complete.

You will be responsible for any and all loss, damage, or additional costs that we and/or our service providers or others may incur as a result of your submission of any false, incorrect or incomplete information or your failure to update your registration or other information that you submit via our website.

You acknowledge that you are solely responsible for maintaining the confidentiality of your account password, and that you (and not us) will be responsible for any loss resulting from any unauthorized use of your account or access to your content. You agree to immediately notify us of any unauthorized use of your account.

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If you submit ideas, drawings, recipes, suggestions, comments, or similar information to Pringles, whether through our website or otherwise, you do so with no expectation of confidentiality and with no expectation that you have any proprietary interest in the content of your submissions. You agree that the content of your submissions will immediately become the property of Pringles. You also recognize that your submissions may be used or developed by or on behalf of Pringles or its affiliates without any obligation to you.

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These terms of use constitute the entire agreement between you and Pringles regarding your use of our website, superseding any prior agreements between you and Pringles. These terms of use and the relationship between you and Pringles shall be governed by the laws of the Singapore (and the federal laws of Singapore applicable therein) without regard to its conflict of law provisions. You and Pringles agree to submit to the non-exclusive jurisdiction of the courts located in Singapore. The failure of Pringles to exercise or enforce any right or provision of these terms of use shall not constitute a waiver of such right or provision. If any provision of these terms of use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of these terms of use remain in full force and effect.