

## Terms and Conditions

Effective as of: January 1, 2019

This website ("Site") is controlled by and/or maintained by Dole Packaged Foods, LLC and/or one or more of its subsidiaries or affiliates (individually and collectively, "DPF," "we," "us," or "our"). By using our Site, participants ("Participant", "you," "your") agree to be bound by each of the terms and conditions set forth below and any amendments thereto ("Terms and Conditions"). Please review these Terms and Conditions from time to time to ensure that you have read and agree with the current policy, as it may be amended without notice. The date of our Terms and Conditions is set forth at the top of the document. We may modify these Terms and Conditions from time to time. Please review this page periodically. We will notify you of any material changes via a notice on the Site. In addition, the Terms and Conditions will always indicate the date the Terms and Conditions were last revised. By continuing to use the Site after the modifications are posted, you are agreeing to the modified Terms and Conditions. Please note that your use of certain features of our Site may be subject to additional terms and conditions. By using these features, you also agree to be bound by such additional terms and conditions.

### Contents

[Privacy](#)  
[Our Proprietary Rights](#)  
[Your Use Of The Site: Rules Of Conduct](#)  
[Submissions](#)  
[Linked Sites](#)  
[No Medical Advice](#)  
[Disclaimer Of Warranties](#)  
[Limitation Of Liability](#)  
[Exclusions And Limitations](#)  
[Indemnification](#)  
[Termination/Modification](#)  
[International Use](#)  
[Governing Law And Forum For Disputes](#)  
[Miscellaneous](#)  
[Copyright Notice](#)  
[Contact Information](#)

### PRIVACY

We are committed to respecting your privacy and protecting your personally identifiable information. Any information we may collect regarding users of our Site is subject to our Privacy Policy, the full text of which is available [here](#).

## OUR PROPRIETARY RIGHTS

The Site and all of its contents, including, without limitation, names, logos, trademarks, images, text, columns, graphics, photographs, illustrations, artwork, audio clips, video clips, articles, software, icons and other elements making up the Site (collectively, "Content") are protected by copyright, trademark and other intellectual property laws of the United States, as well as international conventions and the laws of other countries. The Content is owned or controlled by us, by our affiliates, or by other parties that have licensed or otherwise provided their material to us. Except as specifically provided herein or elsewhere on the Site, no Content may be copied, reproduced, republished, downloaded, posted, transmitted, entered into a database, or distributed in any way, or otherwise used for any purpose, by any person or entity, without the prior express written permission of DPF. You may not add, delete, distort, decompile, reverse engineer, disassemble, create derivative works from or otherwise modify the Content. Any unauthorized attempt to modify any Content, to defeat or circumvent our security features, or to utilize our Site for any purpose other than their intended purposes is strictly prohibited.

Additionally, unless otherwise expressly permitted, websites may not link, whether by hyperlink or otherwise, to any page beyond the homepage of this Site, or frame this Site, or any web page or material herein, nor may any entity include a link to any aspect of this Site in an email for commercial purposes, without the express written permission of DPF.

DPF grants Participant a non-exclusive, non-assignable, non-transferable, and revocable license ("License") to use and display, for personal and noncommercial use only, one copy of any material provided on our Site specifically for the purpose of downloading by Participant ("Downloaded Material"). Participant agrees to maintain any and all copyright and other notices contained in such Downloaded Material. Participant further agrees not to alter or modify the Downloaded Material in any way. This License may not be assigned, transferred, or sublicensed by Participant to any other party and may be revoked by DPF at any time. Upon revocation, Participant agrees to delete and/or destroy and Downloadable Material obtained from the Site.

## YOUR USE OF THE SITE: RULES OF CONDUCT

By using our Site, Participant accepts the following rules of conduct:

- Participant will not post to or transmit through our Site any unlawful material, including but not limited to any threatening, harmful, defamatory, obscene or pornographic material; material that is fraudulent or contains false, deceptive, or misleading statements, claims, or representations; or any material that violates federal or local law or regulation, or would give rise to civil or criminal liability.
- Participant shall not use our Site to post, upload, or otherwise make available any material protected by a proprietary right, including but not limited to copyright and/or trademark or other third party right without express written permission of the owner of such right.
- Participant shall not use the Site in any manner which could damage, disable, overburden, or impair or otherwise interfere with the use of this Site or the hardware, software, networks, systems, technology, and facilities upon and within which it operates ("Infrastructure"), or other users' laptops, desktop or mobile devices, or cause damage, disruption or limit the functioning of any software, hardware, or telecommunications equipment.
- Participant shall not attempt to gain unauthorized access to this Site, any related website, other accounts, computer system, or networks connected to this Site, through hacking, password mining, or any other means.

- Participant shall not obtain or attempt to obtain any materials or information through any means not intentionally made available through this Site, including harvesting or otherwise collecting information about others such as email addresses.

Users shall be solely responsible for any material that they maintain, transmit, download, view, post, distribute (“Participant Material”) or otherwise access or make available using the Site or Infrastructure. Users shall cooperate with DPF in investigating and correcting any apparent breach of these Terms and Conditions.

In the event that DPF becomes aware of any such Participant Material or of any activity engaged in by Participant that may violate these Terms and Conditions and/or expose DPF to civil or criminal liability, DPF reserves the right to investigate such material, block access to such material and suspend or terminate any features of or Content on the Site without liability. DPF further reserves the right to cooperate with legal authorities and third parties in investigating any alleged violations of these Terms and Conditions, including disclosing the identity of any Participant that DPF believes is responsible for such violation. DPF also reserves the right to implement technical mechanisms to prevent violations of these Terms and Conditions. Nothing in these Terms and Conditions shall limit in any way DPF’s rights and remedies at law or in equity that may otherwise be available.

## SUBMISSIONS

Any notes, postings, ideas, suggestions, concepts, or other material submitted to DPF through our Site in any format (“Submissions”) will become and remain the property of DPF throughout the world and we shall be entitled (without compensation to any party) to use such material, either commercially or non-commercially, in perpetuity in any form and manner in any media, whether known or hereafter devised. This means that:

- Your Submissions will not be treated as confidential
- You cannot sue us or otherwise bring any claims against us for using the Submission
- If we use your Submission, we will not have any obligation to pay you or anyone else

You acknowledge that you – and not DPF - are responsible for your Submissions. When you provide us with a Submission, you agree that: (i) your Submission is original with you and accurate, (ii) your Submission does not violate, and its use will not violate, the rights of any third party, any applicable law or ordinance, or these Terms and Conditions; (iii) all moral rights that you may have in your Submission have been voluntarily waived by you; and (iv) you will use commercially reasonable efforts to ensure that your Submission is free from viruses, worms, trojan horses, or other items of a destructive nature.

DPF has no responsibility for any material or information created, stored, maintained, submitted, transmitted or made accessible on or through the Site or Infrastructure by Participants, and is not obligated to monitor or exercise any editorial control over such material.

## LINKED SITES

Our Site may contain links to other websites that are not controlled or maintained by DPF. You agree that we will not be responsible for the content, advertising, privacy policies, products, services, or other materials on or available from such linked websites. Use of linked websites is at your own risk. We encourage you to note when you leave our Site and to read the terms of use of such other websites. In

addition, our Site may link to websites owned or operated by DPF subsidiaries or other affiliated companies ("Affiliated Sites"). Please note that the Affiliated Sites are subject to the terms of use and policies posted on those sites.

### **NO MEDICAL ADVICE**

THE INFORMATION PROVIDED ON OUR SITE IS MEANT FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO SUBSTITUTE FOR ANY TYPE OF MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. PLEASE CONSULT YOUR PHYSICIAN OR A REGISTERED DIETITIAN IF YOU HAVE ANY QUESTIONS ABOUT YOUR DIET, MEDICAL CONDITION, OR THE INFORMATION PRESENTED HEREIN. NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ ON THIS SITE.

### **DISCLAIMER OF WARRANTIES**

OUR SITE AND ALL CONTENT AND SERVICES INCLUDED ON OR AVAILABLE THROUGH OUR SITE ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE. YOU AGREE THAT YOUR USE OF OUR SITE IS AT YOUR SOLE RISK. DPF AND ITS SUBSIDIARIES, PARTNERS, AGENTS, AFFILIATES, LICENSORS AND ADVERTISERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR INFORMATIONAL CONTENT. ALTHOUGH WE INTEND THAT THE CONTENT OF OUR SITE BE ACCURATE, COMPLETE, AND CURRENT, WE MAKE NO WARRANTY: (I) THAT USE OF OUR SITE OR ANY CONTENT HEREIN (INCLUDING ANY SOFTWARE) WILL BE UNINTERRUPTED, TIMELY, ACCURATE, SECURE OR ERROR FREE; (II) THAT OUR SITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (III) THAT ANY ERRORS ON OUR SITE WILL BE CORRECTED; OR (IV) THAT THE SERVERS ON WHICH OUR SITE AND CONTENT ARE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

### **LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES SHALL DPF, OR ITS SUBSIDIARIES, PARTNERS, AGENTS, AFFILIATES, LICENSORS AND ADVERTISERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, REVENUE, OR BUSINESS INTERRUPTION, OR LOSS OF COMPUTER PROGRAMS OR INFORMATION ARISING FROM (I) YOUR USE OF OR INABILITY TO USE OUR SITE, (II) CONTENT AND/OR SERVICES INCLUDED ON OR AVAILABLE THROUGH OUR SITE, (III) ERRORS OR INACCURACIES CONTAINED ON THIS SITE OR ANY PRODUCTS, INFORMATION, AND RELATED GRAPHICS OBTAINED THROUGH THIS SITE; (IV) ANY PROPERTY DAMAGE INCLUDING DAMAGE TO YOUR MOBILE DEVICE OR COMPUTER SYSTEM CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS, DURING OR ON ACCOUNT OF ACCESS TO OR USE OF THIS SITE OR ANY SITE TO WHICH IT PROVIDES HYPERLINKS; AND (V) ANY DAMAGES OTHERWISE ARISING OUT OF THE USE OF THIS SITE.

### **EXCLUSIONS AND LIMITATIONS**

SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY. THEREFORE, THE ABOVE DISCLAIMER OF WARRANTIES AND/OR LIMITATION OF

LIABILITY MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, DPF'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

### **INDEMNIFICATION**

You agree to defend, indemnify and hold DPF, and its subsidiaries, partners, agents, affiliates, licensors and advertisers and their respective officers, directors, shareholders, agents and representatives harmless from and against any and all claims, demands, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) arising from your breach of your agreements under these Terms and Conditions, any warranty you provide herein, or otherwise arising in any way out of your use of this Site. You agree to cooperate fully with DPF in asserting any available defenses in connection with a claim subject to indemnification by you under these Terms and Conditions.

### **TERMINATION/MODIFICATION**

DPF may terminate, change, suspend or discontinue any aspect of the DPF Site, including the availability of any features of the Site, at any time. DPF may also impose limits on certain features and services or restrict your access to parts or to the entire website without notice or liability. DPF may terminate the authorization, rights and license given herein.

### **INTERNATIONAL USE**

We make no representations that the Content on our Site is appropriate or available for use in locations outside the United States. Those who choose to access our Site from locations outside the United States do so at their own initiative and are responsible for complying with all local laws and regulations regarding online conduct and acceptable content.

### **GOVERNING LAW AND FORUM FOR DISPUTES**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of California. You agree to submit to the exclusive jurisdiction of the federal, state, and local courts located within the State of California, County of Los Angeles.

### **MISCELLANEOUS**

All of these Terms and Conditions shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. If any provision of these Terms and Conditions is held to be invalid or unenforceable, such provision shall be modified or eliminated to the minimum extent necessary and the remaining provisions shall be enforced. These Terms and Conditions constitute the entire agreement between the parties hereto, and supersede any other agreement, promise, or practice between the parties relating to the subject matter hereto. We reserve the right to terminate your access to and ability to use our Site (or any portion thereof), at any time (with or without notice). No waiver by either party of any right hereunder shall constitute a waiver of this or any other right.

## COPYRIGHT NOTICE

DPF respects the intellectual property rights of others. Pursuant to Title 17 U.S.C. § 512, as amended by Title II of the Digital Millennium Copyright Act (the "Act"), DPF has implemented procedures for receiving written notification of claimed copyright infringements and for processing such claims in accordance with the Act. To file a copyright infringement notification with us, you will need to send a written communication that includes substantially the following (please consult your legal counsel or see the Act to confirm these requirements):

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification of the copyrighted work that you believe to be infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site. Please describe the work and where possible include a copy or the location (e.g., URL) of an authorized version of the work.
3. Identification of the material that you believe to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material. Providing URLs in the body of your notice is the best way to help us locate content quickly.
4. Your name, address, telephone number, and, if available, an email address at which you may be contacted.
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by you, the copyright owner, your agent, or the law.
6. A statement that the information in the notification is accurate, and under penalty of perjury, that you, as the complaining party, are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Such written notice should be sent to our designated agent as follows:

copyright@doleintl.com

Dole Packaged Foods, LLC  
3059 Townsgate Road, Suite 400  
Westlake Village, California 91361

Please keep in mind: Under Section 512(f) any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

## CONTACT INFORMATION

If you have questions or comments about these Terms and Conditions or our privacy practices, or if you wish to review or amend any personally identifiable information you have provided, you can contact us at:

Dole Packaged Foods, LLC  
3059 Townsgate Road, Suite 400  
Westlake Village, California 91361  
Attention: Consumer Center  
Phone: 1-800-232-8888 E-Mail: Dole.Consumer.Center@doleintl.com