Terms of Use

Last Modified: [September 22, 2016]

These Terms of Use (the “Agreement”) form a legally binding agreement between you and Treehouse Foods, Inc. (“TreeHouse”). The following terms and conditions, together with the Privacy Policy, found at https://www.myworkday.com/treehouse/login.html, incorporated herein by reference (the “Privacy Policy), govern your access to and use of the website www.treehousefoods.com, including any content, functionality, and services offered on or through www.treehousefoods.com (the “Website”). You must read this agreement carefully before using this website. By accessing, browsing, or using the Website, you agree to comply with the terms and conditions in this agreement and our Privacy Policy, each as amended from time to time. If you do not agree to these Terms of Use and the Privacy Policy, you may not use this website.

This website is offered and available to users who are 13 years of age or older. By using this Website, you represent and warrant that you are of legal age to form a binding contract with TreeHouse and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

Changes to the Terms of Use

We may revise and update this Agreement from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. Your continued use of the Website following the posting of a revised Agreement means that you accept and agree to the changes. You are expected to check this page each time you access this Website so you are aware of any changes, as they are binding on you.

Changes to the Website

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users. You are responsible for: (a) making all arrangements necessary for you to have access to the Website; and (b) Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

Security

See our Privacy Policy for a description of the security measures that we use.
Ownership of Website Content

The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by TreeHouse, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except for (a) temporarily storing copies of such materials incidental to your accessing and viewing such materials; (b) printing one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution. You must not: (i) modify copies of any materials from this site; (ii) use any illustrations, photographs, video, or audio sequences or any graphics separately from the accompanying text; or (iii) delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this Website.

You must not access or use for any commercial purposes any part of the Website or any of the services or materials available through the Website.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of this Agreement, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by TreeHouse. Any use of the Website not expressly permitted by this Agreement is a breach of this Agreement and may violate copyright, trademark, and other laws.

Trademarks

TreeHouse and its affiliates own the trademarks, service marks, and trade names (“Trademarks”) used on this site, including, but not limited to, the TreeHouse name and logo. Nothing on this site should be construed to grant a license to use the Trademarks, and any use of the Trademarks without the prior written consent of TreeHouse is prohibited.

Prohibited Conduct

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:
a. In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);

b. To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation;

c. To impersonate or attempt to impersonate TreeHouse, a TreeHouse employee, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing); or

d. To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm TreeHouse or users of the Website or expose them to liability.

Additionally, you agree not to:

a. Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Website, including their ability to engage in real time activities through the Website;

b. Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website;

c. Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent;

d. Use any device, software, or routine that interferes with the proper working of the Website;

e. Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful;

f. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website;

g. Attack the Website via a denial-of-service attack or a distributed denial-of-service attack; or

h. Otherwise attempt to interfere with the proper working of the Website.
Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

Disclaimers

(a) No Warranties

THIS WEBSITE, THE CONTENT, AND SERVICES OFFERED ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER LAW, TREEHOUSE DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, AND IMPLIED WARRANTIES AND CONDITIONS ARISING FROM THE COURSE OF DEALING OR COURSE OF PERFORMANCE. TREEHOUSE DOES NOT WARRANT THAT THIS WEBSITE OR ANY CONTENT OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TREEHOUSE DOES NOT WARRANT THE ACCURACY, COMPLETENESS OR CORRECTNESS, TIMELINESS, OR USEFULNESS OF ANY OPINIONS, ADVICE, SERVICES, MERCHANDISE OR OTHER INFORMATION PROVIDED THROUGH THE SERVICE OR ON THE INTERNET GENERALLY. IN NO EVENT WILL TREEHOUSE BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU OR ANYONE ELSE IN RELIANCE UPON THE INFORMATION PROVIDED THROUGH THE SERVICE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

(b) Linked Sites

TreeHouse shall have no responsibility or liability to you in connection with third party websites accessible by links posted on this website, including without limitation sites owned or operated by TreeHouse’s affiliates, partners, and third-party service providers (“Linked Sites”). Access to
Linked Sites is at your own risk and TreeHouse is not responsible for the availability, accuracy or reliability of the contents of any Linked Site or any link posted on a Linked Site. TreeHouse provides links to you only as a convenience, and the inclusion of a link does not imply endorsement of the Linked Site or any products, services, materials, or statements contained or referred to thereon by TreeHouse.

(c) United States and Canada Only

Unless otherwise expressly indicated, all representations, description, claims, market information, and other Content contained on this website are intended to promote TreeHouse’s products and services in the United States and Canada only.

The foregoing does not affect any warranties which cannot be excluded or limited under applicable law.

Limitation of Liability

You agree that TreeHouse and its subsidiaries, affiliates, directors, officers, employees, representatives, licensors, and licensees shall not be liable to you for any damages of any kind arising from your use of this website, services, or any Linked Sites or your reliance on any Content. You agree that this limitation of liability is comprehensive and applies to all damages of any kind, including, but not limited to, direct, indirect, special, incidental, consequential, or punitive damages.

The foregoing does not affect any liability which cannot be excluded or limited under applicable law.

Indemnity

You agree to indemnify, defend, and hold harmless TreeHouse and its subsidiaries, affiliates, directors, officers, employees, representatives, licensors, and licensees, from any damages, losses, costs, and expenses (including reasonable legal fees), incurred in connection with any third party claim or demand alleging or based upon your breach of this Agreement or your violation of any law or the rights of such third party. TreeHouse reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you hereunder, and you shall cooperate as fully as reasonably required by TreeHouse.

Termination

TreeHouse may, in its sole discretion, terminate or suspend your access to all or part of the Website, the Content, and/or any products or services offered on the Website for any reason,
including, without limitation, your breach of the Agreement or transmission of any unsolicited advertising materials.

**Submissions**

TreeHouse does not accept unsolicited ideas for new products, packaging, advertising, or other submissions related to TreeHouse’s business. If you do not abide by this policy and choose to submit an idea or material to TreeHouse, the idea or material becomes and remains the sole and exclusive property of TreeHouse without any compensation to you.

By submitting content to any area of this website (including recipes) or through any service, you grant TreeHouse and its affiliates a royalty-free perpetual, irrevocable, transferable, non-exclusive right (including any moral rights) and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform, display, and otherwise use such content, in whole or in part, worldwide in all manner and media (whether now known or later developed). You represent and warrant that you have, or the third party holder of the moral rights in such content has, completely and effectively waived all such rights and that you have the lawful right and authority to grant the license granted herein. [You also authorize any user of this website to access, display, view, store and reproduce such content for personal use.]

**Jurisdictional Issues**

Access to the Website, the Content and the services is not permitted where prohibited by law. If you choose to access this website and/or use the services, you do so on your own initiative and are responsible for compliance with applicable laws.

**General**

This Agreement and your use of this website shall be governed by the laws of the state of Illinois and the federal laws of the United States applicable therein. Any dispute arising under this Agreement shall be resolved exclusively by the state and federal courts located in Chicago, Illinois. You agree not to bring any legal action against TreeHouse in any jurisdiction except the state of Illinois and you shall submit and consent to such jurisdiction. If any provision of this Agreement shall be deemed unlawful by a court of law, then the impugned provision shall be deemed severed and shall not affect the validity and enforceability of any remaining provisions. This Agreement constitutes the entire agreement between you and TreeHouse in connection with your use of the Website. Your use of the Website is not intended and shall not be deemed to create any agency, joint venture, or other legal relationship of any kind between you and TreeHouse other than that of independent contractors.

This website is operated by:
Privacy Policy

Effective Date: September 12, 2016.

TreeHouse Foods, Inc. ("TreeHouse" or "we") strives to maintain the highest standards of decency, fairness and integrity in all our operations. This policy (the "Privacy Policy") describes the types of information TreeHouse may collect from you or that you may provide when you visit our U.S. online interfaces owned and controlled by us, including www.TreeHouseFoods.com ("the "Website"). This Privacy Policy applies to information we collect on our Website, or in email, text, and other electronic messages between you and our Website. It does not apply to information collected by us offline or through any other means, including any website not operated by TreeHouse, and it does not apply to information collected by any third party, including any application or content that may link to or be accessible from the Website. The privacy policy applicable to job applicants on our Careers website is available by following the Careers link https://treehouse.wd1.myworkdayjobs.com/TreeHouseCareers.

INFORMATION GATHERED ON THE WEBSITE

TreeHouse collects personally identifiable information from the visitors to the Website only on a voluntary basis. Personal information includes name, postal address, e-mail address, and telephone number. This information is collected if you leave us any feedback, comments, or request information from us.

In some cases, we may collect information about you that is not personally identifiable. For example, we may automatically collect information about your internet connection, IP Address, operating system, and browser type. The information we automatically collect is used solely for internal review and to update and improve the Website and not shared with other organizations for commercial purposes. The technology we use for this automatic data collection includes through the use of "cookie" technology. "Cookies" are small data files that certain websites write to your hard drive when you visit them. They may contain information, such as a user ID, that the website can use to track users' progress through the website, but any personal information contained within any "cookie" can only be supplied voluntarily by you. The "cookie" enables us to track the total number of visitors to the Website, the popularity of various areas of the Website, and the length of the visits in an aggregate form (as one of a group, your individual personal information is not singled out). No personal information is extracted in this process.
We do not contact you nor do we provide this information to third parties. You may reset your browser to refuse all cookies or to indicate when a cookie is being sent. However, some Website features or services may not function properly without cookies.

TreeHouse also uses Google Analytics, a web analytics service provided by Google, Inc. (“Google”) to collect certain information relating to your use of the Website. Google Analytics uses cookies to help TreeHouse analyze how users use the Website. You can find out more about how Google uses data when you visit our Website by visiting “How Google uses data when you use our partners' sites or apps”, (located at www.google.com/policies/privacy/partners/).

USE AND DISCLOSURE OF INFORMATION

The information TreeHouse collects is used to internally improve the content of our Website, notify our visitors of updates, respond to visitor inquiries, process requests for information, notify you of products, special offers and other information about TreeHouse and our affiliates and partners that may be of interest to you, for statistical purposes for improving the Website or our products and services, to maintain the Website, and for security purposes. We may also use the information we collect from and about you as otherwise described to you at the point of data collection.

Except as otherwise stated in this Privacy Policy, we do not sell, trade or rent your personally identifiable information collected on the Website to others. TreeHouse may disclose personally identifiable information as follows: (a) to our subsidiaries and affiliates; (b) to our third party service providers, vendors, and consultants providing services on our behalf to the extent necessary in order to provide services on our behalf, for example, parties that support our Website; (c) enhance your experience on our Website; (d) if we believe that there has been a violation of our Terms and Conditions, any of our intellectual property or other rights of any third party; (e) in order to respond to a subpoena, court order or other such request; (f) in response to a law enforcement agency’s request or as otherwise required by law; and (g) as otherwise described to you at the point of collection.

If the ownership of all or substantially all of our business changes or we otherwise transfer assets relating to our business or the Website to a third party, such as by merger, acquisition, bankruptcy proceeding or otherwise, we may transfer or sell your personal information to the new owner. In such a case, unless permitted otherwise by applicable law, your information would remain subject to the promises made in this Privacy Policy unless you agree differently.

DO NOT TRACK

There is currently no common industry or legal standard for interpreting Do Not Track (“DNT”) signals sent from browsers. Therefore, our Website currently does not recognize if your browser
sends a DNT signal or similar mechanism to indicate you do not wish to be tracked across websites.

OTHER WEBSITES

Please be aware that the Website may contain links to other sites on the Internet that are owned and operated by third parties. This includes links to our third-party service provider that operates and manages the Careers portion of our Website. TreeHouse is not responsible for the privacy policies of third party websites to which it links. If you provide any information to such third parties, different rules regarding the collection and use of your personal information may apply. We strongly suggest you review such third parties' privacy policies before providing any data to them. We cannot control this collection of information. You should contact these entities directly if you have any questions about their use of the information that they collect.

SECURITY

TreeHouse takes appropriate steps to ensure data privacy and security including through various hardware and software methodologies. However, TreeHouse cannot guarantee the security of any information that is disclosed online. There is no guarantee that information may not be accessed, disclosed, altered or destroyed by a breach of any of our physical, technical, or managerial security measures. Please note that emails and other communications you send to us through our Website are not encrypted, and we strongly advise you not to communicate any confidential information through these means.

CHILDREN

TreeHouse does not knowingly collect personal information from children under the age of 13. Children are not permitted to use the Website or services, and TreeHouse requests that children under the age of 13 not submit any personal information to the Website. If we learn that we have collected personal information from a child under the age of 13, we will promptly delete that information. If you believe that we have collected personal information from a child under the age of 13, please contact us at the contact information below or call us at 708-483-1300.

HOW YOU CAN CORRECT OR REMOVE INFORMATION

If you have submitted personal information through the Website or interactive advertisement, and would like that information deleted from our records or would like to update or correct that information, please contact us at our e-mail address info@treehousefoods.com and provide us with your name and postal address. We will use commercially reasonable efforts to make corrections or remove your name and address from future mailings.

CONSENT TO PROCESSING OF PERSONAL DATA IN THE UNITED STATES
If you are a resident of the European Economic Area (EEA), in order to provide our Website, we may send and store your personal information (also commonly referred to as personal data) outside of the EEA, including to the United States. Accordingly, your personal information may be transferred outside of the country where you reside or are located, including to countries that may not or do not provide the same level of protection for your personal information. We are committed to protecting the privacy and confidentiality of personal information when it is transferred. Where such transfers occur, we take appropriate steps to provide the same level of protection for the processing carried out in any such countries as within the EEA to the extent feasible under applicable law. By using and accessing our Website, users who reside or are located in countries outside of the United States agree and consent to the transfer to and processing of personal information on servers located outside of the country where they reside, and that the protection of such information may be different than required under the laws of their residence or location.

MODIFICATIONS OF THE PRIVACY POLICY

TreeHouse reserves the right to modify its Privacy Policy at any time and will notify you by posting an amendment to the Privacy Policy on the Website. Any such modifications will become effective on the day they are posted. TreeHouse encourages you to frequently review the Privacy Policy for any modifications.

QUESTIONS AND HOW TO CONTACT US

If you have any questions, concerns, complaints or suggestions regarding our Privacy Policy or otherwise need to contact us, please Contact Us, email us at info@treehousefoods.com, call us at (708) 483-1300 or contact us by US postal mail at the following address:

TreeHouse Foods, Inc.
2021 Spring Road
Suite 600
Oak Brook, IL  60523
STATEMENT OF CERTIFICATION

I hereby certify that the information I have provided in this application (and any accompanying resume) is true and complete and contains no willful misrepresentation or falsification. I understand that the Company at any time may investigate any information I provided in this application and, should such investigation reveal any misrepresentation, falsification, or omission, such findings could result in the rejection of my application or immediate termination of my employment.

I authorize all previous and current employers or anyone identified as a reference to give any and all information concerning my employment history to the Company, and I release all parties of any and all liabilities from any damage which may result from furnishing such information.

I UNDERSTAND THAT THIS APPLICATION IS NOT A CONTRACT OF EMPLOYMENT. I ALSO UNDERSTAND THAT IF I AM HIRED, REGARDLESS OF ANY ORAL REPRESENTATIONS TO THE CONTRARY, THE EMPLOYMENT RELATIONSHIP BETWEEN ME AND THE COMPANY IS TERMINABLE-AT-WILL SO THAT BOTH THE COMPANY AND I REMAIN FREE TO CHOOSE TO END OUR EMPLOYMENT RELATIONSHIP AT ANY TIME FOR ANY OR NO REASON. I AGREE THAT THE CONTENTS OF EMPLOYEE HANDBOOKS, PERSONNEL MANUALS, BENEFIT PLANS, POLICY STATEMENTS AND THE LIKE, AS THEY MAY EXIST FROM TIME TO TIME, SHALL NOT MODIFY THE AT-WILL NATURE OF MY EMPLOYMENT. NO ONE OTHER THAN THE PRESIDENT OR CHIEF OPERATING OFFICER OF THE COMPANY HAS THE AUTHORITY TO MODIFY THE AT-WILL NATURE OF THE EMPLOYMENT RELATIONSHIP OR MAKE ANY AGREEMENT TO THE CONTRARY. ANY SUCH MODIFICATION MUST BE IN WRITING.

I understand (a) that I will be subject to, and I hereby agree to submit to, a lawful background check and drug/alcohol test that the Company requires, to the extent permitted by law, as a post-offer condition of employment; (b) that any offer of employment is contingent upon the successful results of such background check and drug and alcohol test; and (c) that, to the extent permitted by applicable law, the background check will include a review of my criminal record, if any and subject to applicable statutory limitations on such inquiries, for the past seven (7) years and that any prior felony conviction during that time period may result in the withdrawal of an offer of employment. I also understand that I may be subject to, and I hereby agree to submit to, a pre-employment medical examination after receiving a conditional offer of employment, and I further understand that I must be able to perform the essential functions of the position, with or without reasonable accommodation, before being permitted to commence work with the Company.

I understand that if I am offered employment, I may be required as a condition of employment to sign a non-solicitation agreement and/or other agreement(s) that protect Company proprietary and confidential information, inventions and other Company property.

I understand and acknowledge that the Company prohibits smoking in enclosed work areas and other areas where smoking is prohibited by applicable law.

Massachusetts Applicants: I UNDERSTAND THAT IT IS UNLAWFUL IN MASSACHUSETTS TO REQUIRE OR ADMINISTER A LIE DETECTOR TEST AS A CONDITION OF EMPLOYMENT OR CONTINUED EMPLOYMENT. AN EMPLOYER WHO VIOLATES THIS LAW SHALL BE SUBJECT TO CRIMINAL PENALTIES AND CIVIL LIABILITY. M.G.L.Ch. 149 §19B(2)(b).
Maryland Applicants: UNDER MARYLAND LAW, AN EMPLOYER MAY NOT REQUIRE OR DEMAND, AS A CONDITION OF EMPLOYMENT, PROSPECTIVE EMPLOYMENT, OR CONTINUED EMPLOYMENT THAT AN INDIVIDUAL SUBMIT TO OR TAKE A LIE DETECTOR OR SIMILAR TEST. AN EMPLOYER WHO VIOLATES THIS LAW IS GUILTY OF A MISDEMEANOR AND SUBJECT TO A FINE NOT EXCEEDING $100. MD Labor and Employment Code §3-702. By signing this application I acknowledge receipt of the above disclosure.