

# Privacy Policy

Please Note - our Privacy Policy has been updated. Please read the entire policy to understand our approach to your privacy.

Sargento Foods respects your right to privacy and is committed to respecting your wishes. All references to "Sargento Foods", "we" and "us" and similar references include Sargento Foods and its subsidiaries and affiliates. On this website, you'll have opportunities to provide your name, postal address, email address and other relevant information for a variety of purposes. We update this Policy from time to time, so please check back. Any such update will be effective immediately upon its posting to this website. The date of last update can be found at the bottom of this page.

Please see the section below titled Nevada Opt-Out Process for opt-out information applicable only to Nevada consumers. California consumers should review our Privacy Notice for California residents by clicking [here](#).

## Security

We cannot guarantee the security of any information you disclose online, and you do so at your own risk.

What Websites Does This Policy Apply To?

This Privacy Policy applies to the websites located at [www.sargento.com](http://www.sargento.com); [www.sargentofsi.com](http://www.sargentofsi.com) and [careers.sargento.com](http://careers.sargento.com). It does not apply to any other websites, including those that link to the Website or third-party websites that Sargento Foods links to. This Policy does not apply to the practices of any third party, affiliate, or business partner that Sargento Foods does not own or control, or those organizations or groups who associate themselves with Sargento Foods.

## Consent

By using this website, you signify your agreement to this Policy. If you do not agree with any term or condition in this Policy, please do not use this website or submit any personally identifiable information. By providing us with your personally identifiable information through this website, you consent to our collection and use of your personally identifiable and aggregate information in accordance with the terms and conditions of this Policy and any other terms and conditions published on this website. Nevada consumers should review the section titled Nevada Opt-Out Process for opt-out information. California consumers should review the [Privacy Notice for California Residents](#) for opt-out information.

## Information We Collect

Sargento collects personally identifiable information and aggregate information.

### Personally Identifiable Information

We collect personally identifiable information, specifically your name, postal address, telephone number and e-mail address. Sargento collects your personally identifiable information when you provide it voluntarily, such as when you register at this website or sign up for special promotions. You are not required to register in order to visit this website or access most content, including Recipe Central. However, by registering, you will have access to certain additional features such as our money-saving e-mail promotions. We do not collect personally identifiable information automatically, but we may combine non-personal information collected through cookies, such as the pages you regularly visit on this website, with your previously submitted personally identifiable information. Among other uses, we (with assistance of our third-party service provider) use personally identifiable information to improve our promotional efforts, to analyze website use, to improve our website, and to deliver customized content based on the information you've provided and your activities on this website.

Personally Identifiable Information is Collected in These Areas:

- [Monthly E-Mail Newsletter Sign-Up](#)
- Special Promotional Offers
- Sweepstakes and Contests
- [Contact Us](#)

### Aggregate Information

We also collect non-personally identifiable or aggregate information, such as how many consumers visit the site, what pages are accessed and which browsers or operating systems are used. We collect aggregate information automatically and primarily use it to provide an enhanced online experience for visitors.

Aggregate information generally is collected using "cookie" technology. A "cookie" is a small data file that is stored in a single directory on the hard drive of your computer.

Cookies help us identify site features and items of interest to you, so we can provide more of what you want. Cookies do not contain any personally identifiable information and cannot profile your system or collect information from your hard drive.

The "help" portion of the toolbar on most browsers should tell you how to prevent your browser from accepting cookies or how to disable cookies.

But remember, cookies allow you to take advantage of all the features on the Sargento website, and we recommend that you leave them turned on.

## **Remarketing and Conversion Pixels**

Third-parties may place and use pixels on our website to help us understand, for marketing purposes, the types of target audiences that are coming to our site. The pixels allow us to remarket by showing interest-based ads to our visitors over time and on sites across the Internet. The pixels collect information based on interests and location, not personally identifiable information. No personally identifiable information will be used or transferred to these third-parties or Sargento through these pixels. A visitor to our website can opt out of receiving interest-based ads by visiting the [Digital Advertising Alliance's opt-out page](#).

## **Cross-Device Tracking and Analytics Tools**

Our website uses cross-device tracking to identify a visitor to our website on multiple devices, such as computers, cell phones, and tablets, and to provide interest-based ads among those devices. Our website also uses analytics tools to help us understand customer behavior and website traffic. Specifically, our website uses analytics tools to collect the following visitor data:

- Demographic
- Location
- Behavior (new vs. returning visitor, frequency of visits, etc.)
- Technology (browser & OS, network)
- Mobile (devices)
- Interests

A visitor to our website can opt-out of cross-device tracking and analytics tools by visiting the [Digital Advertising Alliance's opt-out page](#) or the [Network Advertising Initiative opt-out page](#). A visitor who wishes to avoid all targeted ads should opt-out on all devices individually.

## **How We Use Your Information**

In the "Contact Us" section of our site, we ask for personally identifiable information, specifically your name, postal address, e-mail address or phone number if you have a request, question or comment about a Sargento® product, offer or recipe. We don't use

that personally identifiable information for any purpose other than responding to the message you've sent, unless we have your express permission.

If you request to be put on our postal or email mailing lists, we will notify you of special promotions, including our monthly email flyer.

### **Questionnaires and Surveys**

You may be asked to complete an online survey. If you choose to participate in one of these surveys, be assured that the information you provide will be used only by Sargento to help us understand your needs.

### **Contests and Sweepstakes**

This website sometimes includes notices of contests, sweepstakes or promotions we are conducting. We may permit you to enter electronically in some cases. We may use the information you provide when registering to conduct the contests, sweepstakes and promotions, notify winners, fulfill prizes and comply with laws and regulations relating to such contests, sweepstakes or promotions.

### **Other Data Sharing and Transfers**

In the event that Sargento is ever bought, sold or merged with another entity, we reserve the right to transfer all of our collected information along with the rest of the assets of Sargento to the new owner.

Aggregate information may be shared with other parties in an effort to enhance this website. We may also share aggregate information with advertisers, sponsors and other parties to enhance advertising and similar promotions on this website. Also, anonymous data from Web log files (such as pages visited) may be used to understand how groups of visitors navigate this website and what features are most popular.

We reserve the right to release your personally identifiable information when required by law or when we in good faith believe that we must release such information in order to: (a) satisfy a legal order or comply with legal process; (b) defend the rights of Sargento or its business partners; or (c) protect the personal safety of Sargento and Sargento's employees, agents, business partners, customers or site users.

Other than as described in this Policy, Sargento will not share or transfer your personally identifiable information with or to third parties.

### **You Are in Control**

You always have the option to change, update or delete any personally identifiable information you have provided by logging into your account and updating the information or unsubscribing to our mailing lists.

## **Interest Based Advertising and Digital Advertising Alliance Compliance**

Sargento, through some of its media partners, engages in interest-based advertising, also known as online behavioral advertising (OBA). OBA is the collection of data online from a particular computer or device regarding Web viewing behaviors over time and across non-affiliate Web sites for the purpose of predicting user preferences or interests and delivering advertising to that computer or device based on the preferences or interests inferred from such Web viewing behaviors. This data is used by our partners to deliver advertisements for Sargento® products on non-affiliate websites. The types of data collected are as follows:

### Types of information collected by Sargento

- Information such as dates and times of interactions consumers have with us;
- Identifiers such as IP address, device ID, cookie identifiers and other similar identifiers;
- Location information, where our digital services collect location information, whether due to the activation of location-based services on your device or as inferred from IP address or network connection;
- Information about web and application activities such as recipe and product pages viewed, interaction with our emails, search terms and requests sent to our Consumer Affairs team via the “Contact Us” form on our website

### Types of information collected by our partners

- We collect information from other sources including web hosting providers, data and analytics providers, social media platforms, companies that provide information and insights about consumer interests and activities
- Identifiers, such as your name, contact information, social media handle, cookie identifiers, and information about the devices you use to access our digital services;
- Demographics, such as your age and gender;
- Inferences regarding preferences or other characteristics, such as preferences, hobbies and interests.

Sargento and our partners comply with the Digital Advertising Alliance’s [Self-Regulatory Principles for Online Behavioral Advertising](#). Individuals who wish

to exercise choice and opt-out of some or all OMB may visit [the Digital Advertising Alliance's Consumer Choice Tool](#).

### **Nevada Opt-Out Process**

This section is applicable to Nevada consumers only. Nevada consumers have the right to request Sargento to not sell their information. This verified request is effective for current and future sales. To opt-out of sales of personally identifiable information, please contact the email address below:

Ask\_Us@sargento.com

We will respond to your request within 60 days of receipt.

### **Important Note to Kids**

If you are under 14 years old, you should not provide personally identifiable information. If you are over 14, before providing your name, postal address, email address, or any other personal information to anyone on the Internet, ask your parents' permission.

Some portions of this website are directed in whole or in part to children under 13. In these areas of this website, our conduct is governed by federal law and regulations that address children's online privacy.

Under federal law, websites directed to children under 13 are prohibited from conditioning a child's participation in an activity on the child's disclosing more personal information than is reasonably necessary to engage in the activity. We comply fully with this requirement.

### **Actions and Policies of Other Parties**

Although Sargento seeks to do business with reputable third parties, Sargento is in no way responsible for the business practices, acts, omissions or policies of any third party. This website contains links to other sites. Please be aware that Sargento is not responsible for the privacy practices of these other sites. We encourage our users to be aware when they leave this website and to read the privacy statements of every linked website as their privacy policies may differ from ours. This Policy applies solely to the Sargento website. Sargento's relationship with or link to a third party is not an endorsement or guarantee of such third party.

### **Notification of Changes**

Sargento reserves the right to change this Policy. If that happens, we will post those changes on this website so our visitors and customers are aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it. Any such

changes will be effective immediately upon their posting to this website. If you are concerned about how your information is used, you should check back at this website periodically.

If you have any questions about this Policy, the practices of this website, or your dealings with this website, please contact Sargento (see Contact Us below).

## **Copyright Ownership**

Sargento retains full copyright ownership, rights and protection in all materials contained in this website.

## **Reporting Claims of Copyright Infringement**

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from this site (the "**Website**") infringe your copyright, you may request removal of those materials (or access to them) from the Website by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("**DMCA**"), the written notice (the "**DMCA Notice**") must include the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Website, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Your contact information (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated copyright agent to receive DMCA Notices is:

Cami Schenck  
Sargento Foods Inc.  
One Persnickety Place  
Plymouth, WI 53073  
1-800-243-3737  
[DMCAinfo@sargento.com](mailto:DMCAinfo@sargento.com)

If you fail to comply with all the requirements of a written notice under the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly misrepresent that the material or activity on the Website is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under the DMCA.

Upon receiving a compliant DMCA Notice, we will review the Notice and take appropriate action, which may include the removal of alleged infringing materials or disabling access to the materials via the Website. In such cases, we will send a notification to the person who posted the material on the Website to inform him/her of our action. A person who, in good faith, believes the material should not have been removed or access to the material should not have been disabled, may file a Counter-Notification according to the procedures outlined below.

### **Counter-Notification Procedures**

If you believe that the material you posted on the Website was removed or access to it was disabled by mistake or misidentification, you may file a counter-notification with us (a "**Counter-Notice**") by submitting written notification to our copyright agent designated below. Pursuant to the DMCA, the Counter-Notice must include the following:

- Your physical or electronic signature.
- An identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled.
- Your contact information (including your name, postal address, telephone number, and, if available, email address).
- Your statement under penalty of perjury that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.
- A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or, if you reside outside the United States, for any judicial district in which the Website may be found) and that you will accept service of a filed court action from the person (or an agent of that person) who provided the Website with the complaint at issue.

Our designated agent to receive Counter-Notices is:

Cami Schenck  
Sargento Foods Inc.  
One Persnickety Place  
Plymouth, WI 53073



1-800-243-3737

[DMCAinfo@sargento.com](mailto:DMCAinfo@sargento.com)

The DMCA allows us to restore the removed content if the party filing the original DMCA Notice (alleged copyright owner) does not file a court action against you within ten business days of receiving the copy of your Counter-Notice.

Please be aware that if you knowingly misrepresent that the material or activity on the Website was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under the DMCA.

### **Repeat Infringers**

It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.

Last updated September 2021