

Lamb Weston® Potato Perks® Loyalty Program Terms and Conditions

Effective as of March 15, 2022.

Lamb Weston® created the Potato Perks® Loyalty Program to support and reward our loyal operators! By joining the Potato Perks® Loyalty Program, you will have access to Lamb Weston content, tools and special offers, to help support your business. Potato Perks does not cost anything to join and the program will be evolving over time to meet operator needs as we add program benefits. The Potato Perks® Loyalty Program is open to all operators in the U.S. and Canada, and is accessible through the Potato Perks® Loyalty Program website located at www.lambweston.com/potato-perks (the “Site”) and the Potato Perks mobile application (the “Mobile Application”). These Terms and Conditions (“Terms”) apply to your participation in the Potato Perks® Loyalty Program, use of the Site, and use of the Mobile Application.

In order to participate in the Potato Perks® Loyalty Program, you must agree to these Terms. Please read these Terms carefully, as they are a legal and binding agreement between you and Lamb Weston, that apply to your use of the Site and enrollment and participation in the Potato Perks® Loyalty Program. If you do not agree to these Terms, do not use the Site, Mobile Application or participate in the Potato Perks® Loyalty Program.

Eligibility

In order to join the Potato Perks® Loyalty Program, you must be an operator in the U.S. or Canada. Each operator may have multiple employees register for the Potato Perks® Loyalty Program, however, some Perks may only be redeemed or used once, or at one location, per operator.

Registration and Enrollment

To enroll in the Potato Perks® Loyalty Program and begin using your Potato Perks benefits, simply register an account by following the instructions on your invitation to join the program or sign up directly by accessing the Potato Perks link on the Lamb Weston website at www.lambweston.com/potato-perks or through the Mobile Application.

When you enroll, you agree to (1) provide accurate, current, and complete information, and (2) maintain and promptly update your information to keep it accurate, current, and complete. You are responsible for maintaining the confidentiality of your account information, including your password, and for all activity that occurs under your account. You agree to notify Lamb Weston immediately of any unauthorized use of your account information, or any other breach of security.

Lamb Weston will use your contact information to keep in touch with you. If your contact information changes, please provide us with your updated information by emailing us at ContactUs@LambWeston.com.

Potato Perks® Benefits

As a benefit of being a member of the Potato Perks® Loyalty Program, you will have access to Lamb Weston proprietary tools, content and receive other perks (each, a “Perk”), that may include rebate offers, access to BOH experts, and more! Each Perk will be available with more details about how to redeem or use the benefit. Perks are promotional and have no cash value. There are no membership fees associated with the Potato Perks® Loyalty Program.

Additional Terms

Lamb Weston reserves the right to terminate your Potato Perks® membership and participation in the program if we determine in our sole discretion that you have violated these Terms, or that the use of your account is unauthorized, fraudulent or otherwise unlawful.

Lamb Weston has the right at any time, with or without giving you prior notice, to:

- end or cancel the Potato Perks® Loyalty Program or any specific Perk;
- change any Perk or other Potato Perks® Loyalty Program or benefit we offer;
- change the requirements for qualifying for a particular Perk;
- change the time you have in which to earn or redeem a particular Perk; and/or
- change any other feature of the Potato Perks® Loyalty Program or Perks.

If Lamb Weston ends the Potato Perks® Loyalty Program or a Perks, Perks you have earned or received but not used will expire on the date the Potato Perks® Loyalty Program ends.

Additional Terms for Mobile Application

We may make available software to access your Potato Perks® Loyalty Program, Site, platform, and related online and mobile services via a mobile device. To use the Mobile Application, you must use a mobile device that is compatible with that Mobile Application. Lamb Weston does not warrant that the Mobile Application will be compatible with your mobile device. You may use mobile data in connection with the Mobile Applications and may incur additional charges from your wireless provider for these services. You agree that you are solely responsible for any such charges.

Content & Use of the Site and Mobile Application

The Site, Mobile Application, and all content, information, and other materials featured, displayed, contained, and available on or through the Site and Mobile Application (collectively, the “**Content**”) is owned by or licensed to Lamb Weston and is protected by U.S. and international copyright, trademark, trade dress, patent, and/or other intellectual property laws. Subject to your compliance with these Terms, Lamb Weston grants you a non-exclusive, non-transferable, limited right to access, use, display, and download pages of the Site and Mobile Application for your own purposes only. You may not otherwise copy, reproduce, distribute, transmit, display, perform, reproduce, publish, license, modify, create derivative works from, sell, or exploit, in whole or in part, this Site, Mobile Application, or the Content.

You agree to use this Site, Mobile Application, and the Content in accordance with these Terms and all applicable laws and regulations. Lamb Weston may prohibit access, use, conduct, communications, or content that Lamb Weston, in its sole discretion, deems to be harmful to the Site, Mobile Application, the Content, users, us, our brand, or any other person or entity, or that violates these Terms and/or applicable law.

Modifications

We may modify these Terms from time to time. When we do, we will notify you by email, through the Site, Mobile Application, or in another similar manner. It is therefore very important that you update your account information or notify us when your email address changes. Any changes to these Terms will also be posted on the Site and Mobile Application, and the date of the update will be indicated at the beginning of these Terms. Your continued use of the Site, Mobile Application, or participation in the Potato Perks® Loyalty Program after any modification confirms your acceptance of the modifications.

Additionally, Potato Perks® may at any time, for any reason, and without notice or liability: (1) suspend or terminate operation of or access to the Site or Mobile Application or any portion thereof; (2) change, revise, or modify the Site or any portion thereof; (3) interrupt the operation of the Site, Mobile Application, or any portion thereof for maintenance and support; (4) impose limits on certain features and services, or restrict access to the Site and Mobile Application; and/or (5) terminate the authorization, rights, and license granted herein. Upon termination, the rights and licenses granted to you herein shall terminate, and you must cease all use of the Site and Mobile Application.

No Warranties

THE SITE, MOBILE APPLICATION, THE CONTENT, THE POTATO PERKS® LOYALTY PROGRAM AND PERKS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND LAMB WESTON HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, LAMB WESTON DOES NOT GUARANTEE THAT THE SITE OR CONTENT WILL BE ERROR-FREE, UNINTERRUPTED, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ANY DEFECTS WILL BE CORRECTED.

Limitations of Liability

IN NO EVENT SHALL LAMB WESTON BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DAMAGES (DIRECT OR INDIRECT) WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THE SITE AND MOBILE APPLICATION (INCLUDING ITS MODIFICATION OR TERMINATION), THE CONTENT, THE POTATO PERKS® LOYALTY PROGRAM, PERKS, OR THESE TERMS, WHETHER OR NOT LAMB WESTON MAY HAVE BEEN ADVISED THAT ANY SUCH DAMAGES MIGHT OR COULD OCCUR AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. BECAUSE SOME STATES DO NOT PERMIT THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, IN SUCH JURISDICTIONS, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.

Keeping in Touch with You

As a part of the Potato Perks® Loyalty Program, Lamb Weston will send to you informational and promotional messages to the contact information that you provide as a part of your registration, such as messages informing you of improvements we make to the Program, new Perks, new Lamb Weston products you may want to try, and events provided by Lamb Weston or its business partners. These communications may happen by email.

Electronic Communications

When you visit the Site, Mobile Applications, or send emails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email or by posting notices on the Site and Mobile Application. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You further agree that any notices provided by us electronically are deemed to be given and received on the date we transmit any such electronic communication as described in these Terms.

Privacy

Please review our Privacy Policy located at <https://www.lambweston.com/content/dam/lamb-weston/en/website/pdf/legal/Privacy.pdf>, which is incorporated herein, and governs how the information you provide to Lamb Weston through the Site and the Potato Perks® Loyalty Program may be used, in addition to those listed below.

Information Lamb Weston Collects from the Mobile Application

Contact and profile information. When you enroll in the Potato Perks® Loyalty Program, we may collect information from you, such as your name, email address, phone number, zip code, and country. We use this information to (i) create your Account; (ii) communicate with you directly about the Potato Perks® Loyalty Program as well as answer any questions, issues or concerns you may have, and (iii) send you marketing communications in accordance with your preferences. We may also use aggregate information for industry and market analysis, research, marketing and advertising, and other business purposes, as long as the end-product does not uniquely identify you or any other use of the Mobile Application.

Information about your device and its software. Information about your device and its software includes your device type/model/manufacturer, operating system, date and time stamp, and a unique ID that allows us to identify your mobile device, or your Account (including, for example, a persistent device identifier or an Ad ID), and other similar information. We use this device and software information to diagnose and fix technology problems, perform analytics/identify usage trends, and improve our Mobile Application.

Information about the way you access and use our Mobile Application. We track the pages you visit on the Mobile Application, the links you click on the Mobile Application, whether you open emails or click the links contained in emails that we send, and other actions you take on the Mobile Application. We may use third-party analytics tools to record your time spent, scrolling, click activity when accessing our Mobile Application to understand how our users engage with the Mobile Application. We may also use the information about the way you access and use our Mobile Application to determine products and services that may be of interest to you and other users, to improve our products and Services, to evaluate the success of our advertising and marketing campaigns, and to send you marketing communications.

How Lamb Weston Uses Your Information

In addition to the uses described above, we may collect and use information to:

Provide, maintain, improve and develop the Mobile Application. We may use the information to provide, maintain, improve and develop the Mobile Application. For example, Lamb Weston (i) enables you to create Accounts or otherwise access and use the Mobile Application (e.g., remember information so that you will not have to re-enter it during your visit or the next time you visit), (ii) perform analytics, detect activity patterns on our Mobile Application, and otherwise research usage, and (iii) test and develop new features and functionality and otherwise enhance the Mobile Application.

Lamb Weston's Sharing and Disclosure of Information

Service providers and contractors. We disclose personal information to third parties that provide services for us or on our behalf, such as website hosting, data analysis, infrastructure provisioning, IT services, customer service, email delivery services, fraud detection, security monitoring, advertising and marketing, and other similar services.

Analytics providers. We share personal information with third-party analytics providers to better understand the demographics of our users and visitors, and to personalize, enhance and improve our Mobile Application.

Affiliate Sharing. We share your personal information with other companies owned or controlled by Lamb Weston Inc., and other companies owned by or under common ownership as Lamb Weston Inc., which also includes our subsidiaries (i.e., any organization we own or control) or our ultimate holding company (i.e., any organization that owns or controls us) and any subsidiaries it owns, for operational or business purposes or as otherwise described in these Terms.

Questions

If you have any questions regarding Lamb Weston, the Site, the Potato Perks® Loyalty Program, Perks and/or these Terms and Conditions, please contact us at: ContactUs@LambWeston.com.

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