

## Privacy Policy

READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE. BY USING OR ACCESSING THIS SITE YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE AND THAT YOU ACCEPT AND WILL BE BOUND BY THIS AGREEMENT.

### **TRADEMARKS**

Avena Foods Limited and its logos are registered trademarks. You may not use these or any other Avena Foods Limited trademark or service mark. No trademark is granted in connection with the material contained in the Avena Foods Limited Web site.

The Web site is protected by all relevant Canadian and International copyrights in the design of the Web site. Trademarks, trade names and designs appearing on the Web site are the exclusive property of Avena Foods Limited. No use of a trade mark, trade name or design appearing on the Web site may be made without the prior written permission on Avena Foods Limited or the owner thereof.

### **SECURITY**

When applying for product or service information online, we need to obtain personal information from you in order to complete your online application or inquiry. Our online forms will ask you to provide limited personal information for contact purposes only. You will have the right to choose whether or not to provide additional personal information. Any personal information we collect from you will only be used for the purposes for which the personal information has been collected.

The information entered into this website is for the sole use of Avena Foods Limited and its agents, and shall not be released to any member of the public without consent. While Avena Foods Limited will hold the information entered into this website, including email addresses, in the strictest confidence, Avena Foods Limited cannot guarantee the confidentiality of any information transmitted via the Web site or by email.

### **LIMITATION of LIABILITY**

Avena Foods Limited reserves the right to modify or change periodically the information on the products appearing on its Web site and expressly excludes any liability resulting from such modifications or changes. Avena Foods Limited expressly disclaims liability for errors or omissions in the information or the site.



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The documents and information available on the Web site are provided as a service only and are not necessarily the official versions of the documents. Internet software or transmission problems can produce inaccurate or incomplete copies of various documents when downloaded and displayed on your computer, and reference should always be made to the official version of such documents.

Avena Foods Limited does not represent or warrant that the Web site will be available and will meet your requirements, that access will be uninterrupted, that there will be no delays, failures, errors or omissions or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted, or that no damage will occur to your computer system. You have sole responsibility for adequate protection and backup of data and/or equipment.

## **GENERAL**

This agreement shall be governed and construed in accordance with the laws of Province of Saskatchewan, Canada, without regard to conflict of law rules.

If any provision in this Agreement is invalid, illegal, or incapable of being enforced, then such provisions shall be severed from this Agreement and shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

This is the entire Agreement between the parties relating to the subject matter contained herein and shall not be modified except in writing, signed by both parties.

## **COOKIES**

### **About cookies**

Our website uses cookies. You consent to our use of cookies in accordance with the terms of this policy.

Cookies consist of small files, often including unique identifiers, that are sent by web servers to web browsers, and which may then be sent back to the server each time the browser requests a page from the server.

Cookies can be used by web servers to identify and track users as they navigate different pages on a website and to identify users returning to a website.



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Cookies may be either “persistent” cookies or “session” cookies. A persistent cookie consists of a text file sent by a web server to a web browser, which will be stored by the browser and will remain valid until its set expiry date (unless deleted by the user before the expiry date). A session cookie, on the other hand, will expire at the end of the user session, when the web browser is closed.

## **Cookies on this website**

We use both session cookies and persistent cookies on this website.

## **How we use cookies**

Cookies do not contain any information that personally identifies you, but personal information that we store about you may be linked, by us, to the information stored in and obtained from cookies.

We may use the information we obtain from your use of our cookies for the following purposes:

- a.) to recognize your computer when you visit our website;
- b.) to track you as you navigate our website, and to enable the use of some of the features on our website (such as our shopping cart, Q&A system, and blogging and commenting system);
- c.) to improve the website’s usability;
- d.) to analyze the use of our website;
- e.) in the administration of this website;
- f.) to personalize our website for you, including targeting advertisements which may be of particular interest to you.

## **Third party cookies**

When you use our website, you may also be sent third party cookies.

We use Google Analytics to analyze the use of this website. Google Analytics generates statistical and other information about website use by means of cookies, which are stored on users’ computers. The information generated relating to our website is used to create reports about the use of the website. Google will store this information. Google’s privacy policy is available at:

<http://www.google.com/privacypolicy.html>

## **Blocking cookies**

Most browsers allow you to refuse to accept cookies. For example:



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- a.) in Internet Explorer you can refuse all cookies by clicking “Tools”, “Internet Options”, “Privacy”, and selecting “Block all cookies” using the sliding selector;
- b.) in Firefox you can block all cookies by clicking “Tools”, “Options”, and un-checking “Accept cookies from sites” in the “Privacy” box.

Blocking all cookies will, however, have a negative impact upon the usability of many websites. If you block cookies, you will not be able to use many of the features of this website.

## **Deleting cookies**

You can also delete cookies already stored on your computer. The method of doing so will depend upon your web browser. Instructions are available at the following URLs.

Internet Explorer:

<http://support.microsoft.com/kb/278835>

Firefox:

<http://support.mozilla.com/en-US/kb/Deleting%20cookies>

Chrome:

<http://support.google.com/chrome/bin/answer.py?hl=en-GB&answer=95647>

