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Thank you for considering allowing us to publish your content. We've developed these User-Generated Content Terms and Conditions ("UGC Terms") to ensure that you know exactly how we intend to use your content. You may also wish to review our website Terms and Conditions and Privacy Notice, which may also apply to your interaction with us.

AGREEMENT TO ALLOW USE OF YOUR UGC

You may create and publish content ("UGC") on a website owned and/or operated by Schwan's Shared Services, LLC ("Company," "we," or "us") or our affiliates, or on a third party website (e.g. Facebook, Twitter), and that UGC may be used by Company, our affiliates, and/or our agents as described in these UGC terms. When we refer to "UGC," it includes any photographs, videos and/or other materials included in your content, as well as your name, likeness, image, statements, opinions, user name, social media handle, avatar (if applicable), or other identifier utilized by a website or social media platform. By replying "Y", "#YES," or "YES" or otherwise indicating affirmative agreement to such a request, you understand and agree that you are subject to these UGC Terms.

RIGHTS

You hereby grant to Company, our affiliates, and Company's and our affiliates' licensees, successors, agents and assigns (collectively "Licensees"), the absolute and irrevocable right and permission to reproduce, modify, publish, display, distribute and/or otherwise use your UGC in any manner, in whole or in part, whether or not distorted in character or form, either alone or accompanied by other material, in any and all media now known or hereafter invented, including but not limited to Licensees' websites and social media pages (e.g. Facebook,

Twitter, YouTube, Instagram, Company websites), worldwide, in perpetuity, for any legal purpose whatsoever, including but not limited to advertising, publicity and marketing of Company and/or its or its affiliates' products and services. This right to use your UGC also includes the right to change, edit and/or modify your UGC and any element and/or component thereof in any way without your permission or approval. You waive any right to inspect or approve use of UGC as described in these UGC Terms. You agree that all right, title and interest in and to the finished product in which your UGC may appear, including the copyrights therein, shall vest exclusively in Company. We have no obligation to utilize your UGC, and we, in our sole discretion, may remove or refuse to post your UGC (to the extent within our control). We will make commercially reasonable efforts to recognize you for your content and provide a link back to your content or account, but we are not obligated to do so (and your permission for us to use your UGC is not dependent upon such recognition). You agree that Company does not owe you any compensation, payment, or royalties in connection with your UGC.

REPRESENTATIONS

You represent and warrant that (i) you own all rights in and to your UGC and all elements and/or components thereof (including if other individuals are identifiable in your UGC, you have obtained their permission to grant this license); (ii) your UGC complies with all applicable terms of use and/or standards of conduct on the website/platform posted; and (iii) Licensees' use of your UGC as permitted herein will not violate any applicable laws or violate or infringe upon the rights of any third party, including without limitation any copyright, trademark, right of privacy/publicity or other personal or proprietary right or applicable standard of conduct. You further represent and warrant that any testimonials or statements contained in your UGC are given by you voluntarily, are true and accurate, and reflect your honest opinions, findings, beliefs, experiences and

sentiments. Finally, you represent that you are over the age of majority in your state of residence and have the right satisfy the obligations in these UGC Terms.

ACKNOWLEDGEMENT AND RELEASE

You acknowledge that you bear responsibility for your UGC, that your UGC is public and not confidential, and that no Licensee will be liable for your UGC. Therefore, you hereby agree to release, hold harmless and not assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted pursuant to these UGC Terms, including, but not limited to, any claim of copyright infringement, libel, slander, defamation, invasion of privacy or right of publicity or any other right, and you waive all claims against Licensees and will indemnify them from any and all claims arising out of your breach or alleged breach of any of the above representations and/or warranties.

WAIVER AND SEVERABILITY

Even if we do not seek to enforce our rights under these UGC Terms, these UGC terms will remain effective unless we agree otherwise in writing. No single waiver will be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition.

If any provision of these UGC Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, we agree that such provision will be eliminated or limited to the minimum extent possible so that the remaining provisions of these UGC Terms remain in force.

CHOICE OF LAW; FORUM SELECTION

All matters or disputes relating to these UGC Terms will be governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule.

Any legal suit, action, or proceeding arising out of, or related to, these UGC Terms will be instituted exclusively in the federal courts of the United States for the District of Minnesota or the courts of the State of Minnesota. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

CHANGES TO THE UGC TERMS

Company may revise and update these UGC Terms from time to time in our sole discretion. All changes will become effective immediately when we post them. Please check these UGC Terms from time to time so you are aware of any changes, as they are binding on you.

We understand if you don't agree to these terms, and we will not use your UGC if you do not affirmatively acknowledge our request. We hope you continue to engage with us, and we look forward to seeing your future content.