

Privacy Policy and Terms of Use

Last Updated: December 31, 2019

Welcome to the Tupperware Brands Corporation website (the "Website"). By accessing or using this Website, you acknowledge that you have read, understood and agree to be bound by the following Privacy Policy and Terms of Use.

PRIVACY POLICY

Tupperware Brands Corporation, a corporation with principal offices at 14901 South Orange Blossom Trail, Orlando, Florida, USA 32837 ("Tupperware," "we," "us" and "our"), is the controller of the information with which you may provide us or which we may record about you on this Website.

When you provide us with personal information through this Website, we respect your privacy. It is important for you to understand what personal information we collect about you during your visit to our Website and what we do with that personal information. Your visit to this Website is subject to this Privacy Policy, as well as the Terms of Use.

If you are visiting this website from the EU/EEA, please see "Additional Information for EU/EEA Users of this Website."

If you are a California resident, please see "Additional Information for California Residents."

Personal Information Collection and Use

Tupperware does not collect personal information about you, except when you provide it to us. For example, if you submit an inquiry to us, you may be asked to provide certain contact information, such as your name, e-mail address, mailing address and telephone number, so that we may respond.

If and when you submit your personal information to Tupperware through this Website, you are consenting to the collection, use, disclosure and transfer of your personal information in the manner set forth in this Privacy Policy. If you prefer that we do not collect, use, disclose or transfer your personal information, please do not provide us with any such personal information.

Business Opportunity and Job Application Forms

If you have completed and submitted an Opportunity Form, we will forward your contact information to one of our Affiliates so that our Affiliate or a member of our local sales organization can contact you to provide you with additional information regarding a Tupperware Brands Business Opportunity. If you have completed and submitted a Job Application Form, your personal information will be automatically sent to the local Human Resources ("HR") representative responsible for reviewing and selecting candidates for the open position in question in accordance with local country specific legislation. The HR representative may contact you for further inquiries or to notify you of the status of your application in accordance with local laws. If you have completed and submitted a Spontaneous Application Form, your personal information will be automatically sent to an HR representative in the geographical area you choose in your application (North America, South America, Europe, Africa and Middle East or Asia &

Pacific). The HR representative will then forward your application internally within this geographical area to the local HR in the country of your interest or residency. Your application will then be reviewed by the local HR according to local country specific legislation. The HR representative may contact you for further inquiries or to notify you of the status of your application in accordance with local laws. Job Application Forms and Spontaneous Application Forms are kept, stored or deleted, as the case may be, according to local country specific legislation.[1]

Further Uses and General Provisions

Tupperware may also use the personal information you provide in aggregate form for internal business purposes, such as generating statistics and developing marketing and promotional plans. Subject to your consent where required, we may share or transfer personal information with or to our Affiliates, licensees, and partners.

General provisions:

1. Tupperware Affiliates. We may forward your personal information and inquiry to one or more of our affiliates and other divisions of Tupperware (the "Affiliates") that we think can best respond to your inquiry or concerns. Affiliates adhere to the same procedures and obligations that Tupperware follows with respect to your personal information including, but not limited to, this Privacy Policy.
2. Third Parties. Tupperware may retain other companies and individuals to perform functions on our behalf, including without limitation, data analysis firms, customer support services, investor relations specialists, web hosting companies, and the like. Such third parties may be provided access to your personal information needed to perform their functions.
3. Links. This Website may contain links to or from websites other than those operated by Affiliates. Please be aware that Tupperware is not responsible for the privacy policies or actions of other websites. This Privacy Policy applies only to the information we collect on this Website. You are encouraged to read the privacy policies of other websites to which you link from this Website.
4. Web server logs. You can always visit this Website without telling us who you are. However, as is common with most websites, the server that hosts this Website (referred to hereinafter as the "web server") automatically collects information from you when you visit us on the Internet. The web server automatically recognizes certain personal information such as your IP address, the date and time you are on this Website, the pages you visited on this Website, the website you were on before, the browser you used (e.g. Internet Explorer), the operating system you used as well as the domain name and the address of your Internet provider. This Website uses cookies (as explained below) that allow the web server to store this information also. We evaluate these server logs anonymously for statistical purposes on a regular basis (called "click stream analyses") so we can see how our web pages are being used. We then optimize this Website based on these findings. We may also use this information in the event of system abuse in collaboration with your Internet service provider and/or local authorities to identify the originator of the abuse.

Cookies

Tupperware uses cookies on this Website. A cookie is a simple text file that is sent with the Website and can be stored on the hard drive of your computer by your web browser. The information derived from

cookies includes information concerning the manner by which you access this Website, for example, the type of browser you use and the Internet Service Provider.

We use cookies to store your settings and preferences and for log-in on the Website. You can turn off these cookies with your browser, but this can negatively affect the functioning of this Website.

Technical cookies are used to enable the user to access the main features of this Website and its variants, to secure their connection, and to facilitate future browsing of the Website and its variants, whose content can be adapted accordingly.

Advertising cookies are used to tailor the advertising content displayed on this Website and its variations to the user's habits.

The user has the ability to share site content with other people via social media. When the user uses these "share" buttons, a third-party cookie is installed.

Analytics (Tracking) Cookies

We use Google Analytics, a web analytics service offered by Google Inc. ("Google"). Google Analytics uses "first-party cookies". These cookies help to analyze how visitors use the Website and cannot be read on other domains.

Google collects all information as far as possible on an anonymous basis. In particular, no personally identifiable information will be provided, nor will your IP address. The anonymized information will be given to Google and stored on servers in the United States or on other servers in the world managed by Google.

Google can share this information with third parties if required by law or in order to analyze it on Google's behalf. We have no control over this process.

You can find out more information about Google Analytics' cookie usage by consulting this link:
<https://developers.google.com/analytics/devguides/collection/analyticsjs/cookie-usage>

You may configure your web browser either to reject the installation of our cookies or to warn you before their installation. You can turn off all Google Analytics with this link:
<https://tools.google.com/dlpage/gaoptout?hl=en>

We do not respond to web browser "do not track" signals or other mechanisms that provide a method to opt out of the collection of information across the networks of websites and online services in which we participate. If we do so in the future, we will describe how in this Privacy Policy.

Collection and Use of Information from Children

The Website is not intended for children. We do not knowingly collect personal information from children, and the Website is not designed to attract children. In the event that we learn that a child under the age of 16 has provided personal information to us, we will delete or destroy such personal information as soon as possible.

Additional Information for EU/EEA Users of this Website

Tupperware is committed in EU/EEA countries to EU General Data Protection Regulation (GDPR) compliance. Please find the contact details for your local Data Protection Officer on the Tupperware Website for your EU/EEA country. The Data Protection Officer for EU/EEA countries can be contacted at dpo@tupperware.com.

The categories of personal data collected may include your name, e-mail address, mailing address, telephone number, and IP address, as described below.

1. Processing purposes and legal bases

We process your personal data on the basis of your consent - Article 6 Clause 1 lit. a) of the GDPR - to the extent described in this consent and for the processing purposes described therein, for example, use of your contact information by your Distributor.

With respect to the processing of personal data required for the performance of a contract to which the data subject is a party, the legal basis is provided by Article 6 Clause 1 lit. b) of the GDPR. This also applies to processing operations required in order to carry out a pre-contractual action, for example, for the presentation of this Website, conducting competitions or sweepstakes.

We process your personal data in order to safeguard our legitimate interests, in particular to protect our IT infrastructure, to guarantee satisfactory customer communication and to promote the sale of our products (Art. 6 clause 1 lit. f) of the GDPR), for example, for conducting market research activities, processing your contact inquiry, and to protect against fraud and abuse.

In exceptional cases, we may also use your data for the fulfilment of a legal obligation (Art. 6 clause 1 lit. c) of the GDPR), to safeguard vital interests (Art. 6 clause 1 lit. d) of the GDPR), or to perform a task in the public interest (Art. 6 clause 1 lit. e) of the GDPR).

2. Disclosure of data

Data transfer to processors

We rely on contracted external companies and external service providers ("processors") to provide the services. In such cases, personal data will be shared with these processors to process it further. These processors are carefully selected and regularly reviewed by us to ensure your privacy is protected. Processors may only use the data for the purposes we have specified, and will also be contractually obliged by us to treat your data solely in accordance with this Privacy Policy (as it applies to EU/EEA users of this Website) and the applicable data protection laws.

Other delegation of data

In addition, we will pass on your personal data without your consent only in legally permissible cases. Such data delegation may be legally permissible, in particular in the following cases, where:

- Processing is necessary for the fulfilment of a legal obligation or is in the legitimate interest of Tupperware, for example, due to corresponding requests for information from authorities;
- Processing is required to protect your vital interests or those of someone else;
- Processing is necessary for the performance of a task that is in the public interest or in the exercise of public authority delegated to Tupperware.

Data transfers to third countries

When choosing to submit your personal information to Tupperware through this Website, you agree that your personal information may be transferred out of the European Economic Area (“EEA”) for the purposes and functions described in this Privacy Policy, including to the United States and other jurisdictions that are not considered by the European Union and other EEA countries to provide adequate legal protection for personal data. In order to preserve your privacy rights in this respect, Tupperware will ensure that an “appropriate safeguard” or another GDPR-approved mechanism is in place before sending personal data of EU/EEA individuals outside of the EU/EEA in accordance with Art. 46 of the GDPR.

3. Data retention

We do not store your personal data any longer than necessary to achieve the respective purposes of the data processing.

If you have concluded a contract with us or use our services, we process your data as long as it is necessary for the execution of the respective contract or the provision of the respective service, possibly plus the duration of any warranty or guarantee periods.

When using some applications on this Website, we may retain backup copies for a very limited period of time for specific input. As soon as the related interest no longer exists (e.g. by eliminating the error), we also erase this data immediately afterwards.

4. Individual rights

Right of access to personal data

You are entitled at any time, upon request, to receive for free at any time information from us regarding the personal data relating to you which we have processed within the scope of Art. 15 of the GDPR.

Right to rectification of personal data held where it is incorrect or incomplete

You have the right to request the immediate rectification of personal data concerning you if it is incorrect or incomplete, Art. 16 of the GDPR.

Right to erasure of personal data

You have the right request that we erase personal data concerning you, subject to the conditions described in Art. 17 of the GDPR. These conditions are present, in particular, if the respective processing purpose has been achieved or otherwise ceases to apply, and if we should process your data unlawfully; if you have revoked your consent, unless the data processing can be continued on another legal basis; if you successfully object to the data processing; and in cases of an erasure obligation under EU law or the law of an EU Member State to which we are subject.

Right to restriction of processing of personal data

You may, in accordance with Art. 18 of the GDPR, require us to process your personal data only to a limited extent. This right applies, in particular, if the accuracy of your personal data is disputed, if you request restricted processing instead of deletion under the conditions of a legitimate request for

deletion, or if the data is no longer required for the purposes we are pursuing, but you require the data to assert, exercise or defend your legal rights.

Right to data portability

You are entitled, in accordance with Art. 20 of the GDPR, to receive from us the personal data concerning you which you have provided to us, in a structured, common, machine-readable format, and to communicate this data to another controller.

Right to object to processing

You have the right, for reasons of your own particular situation, to file an objection at any time to the processing of your personal data, which is done either in the public interest or in order to safeguard our legitimate interest. We will cease the processing of your personal data unless we can establish compelling legitimate grounds for processing that outweigh your interests, rights and freedoms, or the processing is for the purpose of enforcing, pursuing or defending legal claims.

If you object to the processing of your personal data for advertising purposes, we will cease this processing in any case.

Exercise of these rights

To exercise these rights and options, and for any questions relating to our personal information processing activities as described above, please contact us at the e-mail address stated in the local Tupperware Website for your EU/EEA country.

Right to withdraw consent

If you have given your consent for the processing of your personal data, you can revoke it at any time. For example, by your clicking on the 'Unsubscribe' link on the bottom of the respective newsletters, we will cease to process your personal data, unless we perform the respective data processing on a different legal basis (e.g. in order to be able to continue to fulfil contracts with you).

Right to complain to a supervisory authority

You also have the right to appeal to a supervisory authority in accordance with Art. 77 of the GDPR, in particular in your Member State of residence, employment or the place of the alleged breach, if you believe that the processing of your personal data infringes the GDPR.

Additional Information for California Residents

1. Collection of Information

We may collect the following categories of personal information from and about you:

- Identifiers, such as your name, e-mail address, phone number, and postal address;
- Demographics, such as your gender or age;
- Online activity information, such as your IP address or browsing history;

- Location information that you provide or that we collect via your device, subject to your settings;
- Education information, such as may be included in any application you submit to us; and
- Professional information, such as employer or job title.

2. Sharing and Disclosure of Information

We may disclose the following categories of personal information for our business purposes:

- Identifiers;
- Demographics;
- Online activity information;
- Location information;
- Education information; and
- Professional information.

We may disclose certain personal information in exchange for services, insights or valuable consideration. California law treats such sharing as a “sale” even if no money is exchanged. These disclosures may involve:

- Identifiers;
- Demographics;
- Online activity information;
- Location information;
- Education information; and
- Professional information.

3. Individual Rights

California Civil Code Section 1798.83 permits users who are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please contact us using the contact information provided below and put “Shine the Light” in the subject line of your request.

Additionally, starting January 1, 2020, California residents have the following rights. To the extent that these rights apply to you, the following rights are provided:

- **Right to know.** You have the right to know and request information about the categories and specific pieces of personal information we have collected about you within the last 12 months, as well as the categories of sources from which such information is collected, the purpose for collecting such information, and the categories of third parties with whom we share such information. You also have the right to know if we have sold or disclosed your personal information.
- **Right to delete.** You have the right to request the deletion of your personal information, subject to certain exceptions.

- **Right to opt-out.** You have the right to opt out of certain disclosures of your personal information for valuable consideration. You can exercise this right through the “Do Not Sell My Personal Information” link: www.tupperwarebrands.com/do-not-sell-my-personal-information.
- **Right to non-discrimination.** You have the right to not be discriminated against for exercising any of the above-listed rights. We may, however, provide a different level of service or charge a different rate reasonably relating to the value of your personal information.

If you would like to exercise one or more of the rights above, please contact us at privacy@tupperware.com or 1-800-TUPPERWARE (1-800-887-7379). You may designate an authorized agent to make a request on your behalf. Such authorized agent must be registered with the California Secretary of State. We may deny a request from an agent that does not submit proof that they have been authorized by you to act on your behalf.

We may need to confirm your verifiable consumer request before completing your request, and, for example, may ask for you to confirm data points we already have about you. We will only use personal information provided in a verifiable consumer request to verify your identity or authority to make the request.

Notification of Changes to this Privacy Policy

Tupperware may revise this Privacy Policy from time to time. If we decide to revise this Privacy Policy, we revise the “Last Updated” date at the top. Please note that the right of Tupperware to use your personal information will be based on the version of the Privacy Policy in effect at the time the information is used.

TERMS OF USE

1. **Accuracy of Information.** Tupperware attempts to be as accurate as possible when providing you with information about us on the Website; however, to the extent permitted by applicable law, Tupperware does not warrant that the content available on the Website is accurate, complete, reliable, current, or error-free.
2. **Intellectual Property.** The content of this Website including, but not limited to, text, graphics, logos, button icons, images, data compilations, and software, and the compilation thereof (the “Content”) is the property of Tupperware and/or our Affiliates, and is protected by United States and international copyright laws. The Content, in whole or in part, may not be reproduced, copied, distributed, used, sold, modified, or otherwise exploited without the prior written permission of Tupperware. The trademarks, logos and service marks appearing on this Website are registered and unregistered marks owned by Tupperware and/or our Affiliates, in the United States and/or other countries. All trademarks not owned by Tupperware or our Affiliates that appear on the Website are the property of their respective owners.
3. **Limited License.** Tupperware grants you a limited, revocable, non-exclusive and non-transferable license to access and make personal use of the Website. Please note that you may not frame or utilize framing techniques to enclose the Website or any portion thereof without the prior written consent of Tupperware. The limited license granted herein does not include the right to: (i) modify or download the Website or its Content (except for caching); (ii) make any use of the Website or its Content other

than for personal use; (iii) create any derivative work based upon either the Website or its Content; (iv) use any meta tags or any other “hidden text” utilizing the name(s) or trademarks of Tupperware or our Affiliates without our express written consent; or (v) use software robots, spiders, crawlers, or similar data gathering and extraction tools, or take any other action that may impose an unreasonable burden or load on our infrastructure. Any unauthorized use by you of the Website terminates the limited license set forth herein without prejudice to any other remedy provided to Tupperware and/or our Affiliates by applicable law.

4. Third Party Links. Tupperware is not responsible for the content of any off-Website pages or any other websites linked to or from the Website. Links appearing on the Website are for convenience only and are not an endorsement by Tupperware, our Affiliates or partners of the referenced content, product, service, or supplier. Any linking by you to or from any off-Website page or other websites is done completely at your own risk. Tupperware has not conducted any examination or evaluation of any off-Website pages or any other websites linked to or from the Website, and we do not warrant the offerings of off-Website pages or any other websites linked to or from the Website, nor do we assume any responsibility or liability for the actions, content, products or services of off-Website pages and/or other websites including, without limitation, their privacy policies or statements, terms of use, or terms and conditions. Tupperware encourages you to carefully review the terms of use, terms and conditions and the privacy policies of all off-Website pages and other websites that you visit.

5. Representations and Warranties; Limitation of Liability. THIS WEBSITE IS PRESENTED “AS IS.” TUPPERWARE AND OUR AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THESE TERMS OF USE OR THE WEBSITE INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR PARTICULAR PURPOSE, UNLESS SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE UNDER APPLICABLE LAW. YOU AGREE THAT TUPPERWARE AND OUR AFFILIATES WILL NOT BE RESPONSIBLE OR LIABLE, UNDER ANY CIRCUMSTANCES WHATSOEVER, FOR ANY (a) INTERRUPTION OF BUSINESS; (b) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THE WEBSITE; (c) DATA NON-DELIVERY, MISDELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (d) LOSS OR DAMAGES OF ANY KIND WHATSOEVER INCURRED AS A RESULT OF DEALINGS WITH OR THE PRESENCE OF OFF-WEBSITE LINKS ON THE WEBSITE; (e) COMPUTER VIRUSES, SYSTEM FAILURE OR MALFUNCTION WHICH MAY OCCUR IN CONNECTION WITH YOUR USE OF THE WEBSITE, INCLUDING DURING HYPERLINK TO OR FROM THIRD PARTY WEBSITES; OR (f) EVENTS BEYOND THE REASONABLE CONTROL OF TUPPERWARE AND/OR OUR AFFILIATES. FURTHER, TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER TUPPERWARE NOR ANY OF OUR AFFILIATES WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, REVENUES OR OPPORTUNITY) RELATED TO THE WEBSITE AND/OR YOUR USE THEREOF, REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF TUPPERWARE AND/OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF TUPPERWARE AND ITS AFFILIATES EXCEED ONE HUNDRED UNITED STATES DOLLARS (US\$100.00).

6. Indemnification. You agree to indemnify, defend and hold harmless Tupperware and our Affiliates for any loss, damages or costs, including reasonable attorney’s fees, arising from or in connection with any third party claim, action, or demand resulting from your use of the Website (including without limitation, your linking to or from any other websites). You also agree to indemnify Tupperware and our Affiliates for any loss, damages, or costs, including reasonable attorney’s fees, resulting from your use of

software robots, spiders, crawlers, or similar data gathering or extraction tools, or any other action you take that imposes an unreasonable burden or load on our infrastructure.

7. Disputes. With respect to any dispute arising out of or in connection with this Website, your rights and obligations and all actions contemplated by these Terms of Use shall be governed by the laws of the State of Florida, without regard to its conflict of laws provisions. Any dispute relating in any way to your visit to this Website shall be submitted to confidential arbitration in Florida, except that, to the extent that you have in any manner violated or threatened to violate the intellectual property rights of Tupperware or any of our Affiliates, Tupperware and/or the relevant Affiliate(s) may seek injunctive or other appropriate relief in the appropriate court(s) of the State of Florida, and you consent to exclusive jurisdiction and venue in such courts. Arbitration under these Terms of Use shall be conducted under the rules then-prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction.

8. General. Tupperware reserves the right, in its sole discretion, to change these Terms of Use and the Privacy Policy at any time by posting the changes on this Website. Any such changes shall become effective immediately upon posting to this Website. Your continued use of this Website constitutes your agreement to all such terms and conditions. Tupperware may, with or without prior notice, terminate any of the rights granted by these Terms of Use. You shall comply immediately with any such termination or notice by ceasing all use of this Website.

In the event that any provision of these Terms of Use shall be unenforceable or invalid under any applicable law or be so held by the decision of any court of competent jurisdiction, such unenforceable or invalid provision shall not affect the remaining provisions of these Terms of Use, and the remaining provisions of these Terms of Use shall continue in full force and effect.

This version of Tupperware Brands' Privacy Policy and Terms of Use applies from December 31, 2019.
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[1] Tupperware is an equal opportunity employer and does not take into consideration gender, race, religion, political or trade union affiliation, photos, philosophical views, or disability into its selection process, except where this may be strictly required by local law.