

## **TERMS OF USE FOR MB&F MINIMILIANS FIGURINES**

### **1. About Us**

MB&F SA ("MB&F") is a company registered with the Register of Commerce and Companies of the Canton of Geneva, Switzerland, under the number CHE-384.114.438, with headquarters at Route de Drize 2, 1227 Carouge GE, Switzerland. We operate the website <https://www.mbandf.com/en> ("Site").

### **2. MINIMILIANS MB&F Figurines, Eligibility**

The MINIMILIANS MB&F Figurines ("Figurine(s)") are small alien-like figurines featuring different heads modelled after the various watches making up the MB&F collection.

The current owner of an MB&F watch is automatically eligible to receive a Figurine corresponding to their watch, provided the watch has been duly registered with The Tribe (the MB&F owners club) and validated by MB&F. There is no further process to receive a Figurine: registering the watch automatically triggers the sending out of the corresponding figurine, within a deadline purely at MB&F's discretion.

MB&F RESERVES THE RIGHT TO WITHDRAW A OR THE FIGURINE(S) AND WILL HAVE NO LIABILITY TO YOU FOR SUCH WITHDRAWAL. MB&F SHALL BE ENTITLED TO DISPOSE OF OR DEAL WITH THE FIGURINES AS IT SEES FIT AND SHALL BE DISCHARGED OF ANY LIABILITY WHATSOEVER IN RESPECT OF THE FIGURINES, TO THE EXTENT PERMITTED BY LAW.

If you request a Figurine but do not duly register your MB&F watch with The Tribe, there will be no follow up on your request.

You agree that MB&F can use the personal data provided by you in the process, as per the conditions in our Privacy Policy: <https://www.mbandf.com/en/privacy>

### **3. Acceptance of Terms**

By receiving, accepting, possessing, or using the Figurine(s) provided as a gift, you agree to be bound by these Terms of Use. If you do not agree to these terms, you must not use or accept the Figurine(s). MB&F reserves the right to restrict the quantities of Figurine(s) delivered to the same person.

### **4. Intended Use**

The Figurines are intended solely for decorative purposes by adults and are not suitable for use as a toy. The Figurines may contain small parts, delicate materials, or other components



HOROLOGICAL LAB

not suitable for children. The Recipient acknowledges the Figurines' intended use and agrees to handle the Figurine(s) accordingly.

## **5. Safety Precautions**

The Recipient agrees to:

- Keep the Figurine(s) out of reach of children and pets.
- Not modify, disassemble, or attempt to repair the Figurine(s).
- Use the Figurine(s) in a manner that does not compromise its/their integrity or safety.

## **6. Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE MANDATORY LAWS, THE FIGURINES ARE PROVIDED "AS IS", WITHOUT ANY GUARANTEE, REPRESENTATIONS OR WARRANTIES BY MB&F.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE MANDATORY LAWS, MB&F WILL NOT BE LIABLE TO RECIPIENT, USERS OF THE FIGURINES AND ANY OTHER PARTY FOR ANY INJURY, LOSS OR DAMAGE, WHETHER IN CONTRACT, TORT, NEGLIGENCE, BREACH OF STATUTORY DUTY, OR OTHERWISE AND HOWSOEVER ARISING, EVEN IF FORESEEABLE, ARISING UNDER OR IN CONNECTION WITH THE USE OF, OR INABILITY TO USE, THE FIGURINES.

The Recipient assumes all risk associated with the possession and use of the Figurine(s).

## **7. Intellectual Property**

The Figurines and their designs are protected by intellectual property laws. The Recipient is granted a non-exclusive, non-transferable license to use the Figurine for personal, non-commercial purposes. Reproduction, distribution, or commercial use of the Figurine, its design, or similar derivatives is strictly prohibited.

## **8. Compliance with Laws**

The Recipient agrees to use the Figurine(s) in compliance with all applicable laws, regulations, and ordinances.

## **9. Modification of Terms**

MB&F reserves the right to modify these Terms of Use at any time. The continued use of the Figurine by the Recipient after any modification signifies acceptance of the new terms.

## **10. Prohibition of Resale**

Each Figurine is provided as a gift and is meant for personal use or display only. The Recipient agrees not to sell, resell, distribute for sale, or transfer the Figurine(s) to third parties for commercial gain.



HOROLOGICAL LAB

## **11. Severability**

If any provision of these Terms of Use is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

## **12. Governing Law and jurisdiction**

THESE TERMS OF USE AND ANY DISPUTE OR CLAIM (INCLUDING NON-CONTRACTUAL DISPUTES OR CLAIMS) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE OR THEIR SUBJECT MATTER WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH SWISS LAW, WITHOUT CONSIDERATION TO ITS CONFLICT OF LAW PROVISIONS.

THE COURTS OF GENEVA, SWITZERLAND, WILL HAVE EXCLUSIVE JURISDICTION TO SETTLE ANY CLAIM OR DISPUTE (INCLUDING NON-CONTRACTUAL DISPUTES OR CLAIMS) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE, THEIR SUBJECT MATTER OR FORMATION. NOTHING IN THESE TERMS OF USE WILL LIMIT MB&F'S RIGHT TO BRING PROCEEDINGS IN ANY OTHER COURT OF COMPETENT JURISDICTION.

## **13. Entire Agreement**

These Terms of Use constitute the entire agreement between the Recipient and MB&F concerning the Figurine(s) and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the Recipient and MB&F with respect to the Figurine(s).

\*\*\*