

Michelin Heritage Collection NFTs

Terms and Conditions

1. Website

The website <https://3xplorerclub.michelin.com> (the "**Site**") is operated by MANUFACTURE FRANCAISE DES PNEUMATIQUES MICHELIN SCA, *société en commandite par actions* with a stated capital of EUR 504,000,004, having its registered office at 23 place des Carmes Dechaux, 63040 Clermont Ferrand Cedex 9, registered with the R.C.S of Clermont Ferrand under number 855 200 507, email 3xplorerclub@michelin.com, telephone number 04 73 32 20 00 ("**Michelin**").

The Site is intended only for individuals who are at least 18 years old and have the legal capacity to enter into a contract in their country.

2. Scope of the Terms

These general terms and conditions (these "**Terms**") govern the distribution of the Michelin Heritage NFTs and their use.

By ticking the box "I have read and I accept these Terms" of the Site, the User acknowledges that he/she has read and accepted the Terms without restriction or reservation. The version of the Terms in effect on the day of the distribution of the Michelin Heritage NFTs shall prevail over any other conflicting document and over any previous version of the Terms.

The Terms apply subject to the more favorable provisions of the country of which the User is a resident.

3. Definitions

In the context of the Terms, the following words have the following meaning, whether used singular or plural:

- (a) "**Blockchain**" refers to the Ethereum blockchain.
- (b) "**Digital Wallet**" refers to a digital application that allows its owner to store, send and receive cryptographic private keys relating to digital assets (crypto-assets, NFTs, *etc.*), which is made secure using private key and public key cryptography, and which, in the context of the Terms, must be compatible with the Blockchain and Wallet Connect, *i.e.*, a wallet compatible with MetaMask or Wallet Connect.

- (c) “**Distribution Phase**” refers to the period during which the Michelin Heritage NFTs will be distributed. The Distribution Phase is identified in article 4.1 of these Terms.
- (d) “**Eligible Holder**” refers to a holder of at least one NFT from the Michelin 3xplorer Club collection during the Distribution Phase. Only holders that have zero (0) NFTs from the Michelin 3xplorer Club collection listed for sale on the secondary market between ok 27th 2023 3pm CET and November 3rd 2023 3pm CET are Eligible Holders.
- (e) “**Gas Fees**” refers to applicable transactional fees which the User will have to pay to collect the NFT(s), in addition to the price of the NFT(s).
- (f) “**Intellectual Property Rights**” refers to intellectual, industrial, literary and artistic property rights such as, without limitation, all patents, designs, models, trademarks, *droits d'auteur*, copyrights, specific right of the producers of databases, domain names, trade names, company names, know-how, business secrets.
- (g) “**Michelin Heritage NFT**” refers to a NFT distributed by Michelin during the Distribution Phase via the Site, on the basis of these Terms.
- (h) “**Michelin Man**” refers to a specific representation (image) of the Michelin man as a .gif file to which the NFT gives access.
- (i) “**Mint**” refers to the technical transaction consisting in the creation of the NFT on the Blockchain.
- (j) “**NFT**” refers to a non-fungible token as registered on the Blockchain, sold or distributed by Michelin on the Primary Market via the Site which is a non-fungible token version of the Michelin Man or another item from the Michelin brand universe.
- (k) “**Primary Market**” refers to the first transaction or transfer of the NFT to a User that is the first buyer of the NFT.
- (l) “**Secondary Market**” refers to any place of sale, or any means of transfer or exchange of the NFT other than the Site.
- (m) “**Site**” refers to this website 3xplorerclub.michelin.com.
- (n) “**Subsequent User**” refers to any individual who purchases or receives an NFT from a User or Subsequent User on the Secondary Market, by any means whatsoever, and who

acts for purposes that do not fall within the scope of his/her business, industrial, craft or agricultural activity.

- (o) "User" refers to any individual accessing the Site and collecting an NFT. A User may only act for purposes that do not fall within the scope of his/her business, industrial, craft or agricultural activity.

4. Distribution of NFT(s)

4.1 Distribution & Eligibility

Michelin Heritage NFTs will only be distributed to Eligible Holders and during the Distribution Phase.

The number of Michelin Heritage NFTs available is limited to one (1) NFT per Digital Wallet of Eligible Holder. It means that even if the Eligible Holder holds several NFTs from the Michelin 3xplorer Club on the same Digital Wallet, only one Michelin Heritage NFT will be distributed to him. However, the numbers of NFTs from the Michelin 3xplorer Club collection held by an Eligible Holder will, in accordance with the following provisions, have an impact on which Michelin Heritage NFT will be distributed to him.

Four (4) different versions of the NFT will be available and will be distributed randomly to the Eligible Holders based on the following criteria: the more NFTs from the Michelin 3xplorer Club collection the Eligible Holder will have, the more chances to have a rare item from the four (4) different versions the Eligible Holder will have (Tier 1 is the rarest, Tier 4 the most common). The chart describing the different chances to win the different Michelin Heritage NFT is reproduced in Appendix 1 of these Terms.

The Distribution Phase will happen between November 10th 2023 4pm CET and November 13th 2023 4pm CET. No other requests for this distribution can be made by Users or Eligible Holders after the end of the distribution phase. The distribution will happen on the website 3xplorerclub.michelin.com. Eligible Holders of Michelin Heritage NFTs will be informed on the Michelin 3xplorer Club Discord server.

4.2 NFT(s) Claim

The NFTs will be distributed as a free claim to Eligible Holders but the Gas Fees will remain payable by each Eligible Holder, who must ensure that they have sufficient ETH funds in their Digital Wallet.

The Eligible Holder will be notified via his/her Digital Wallet of the applicable Gas Fees when finalizing the order before confirming it.

Payment must be made by the Eligible Holder in Ethereum (ETH) directly via a Digital Wallet connected to the Site, to Michelin's Digital Wallet.

4.3 Receipt of the NFT(s)

After the claim, the NFT will be automatically received in the User's Digital Wallet. The confirmation of the User's transaction will be available at any time in the Blockchain.

Any mint, obtention and transfer of NFT(s) will be recorded on the Blockchain.

4.4 Digital Wallet

The User must have a Digital Wallet compatible with the Site in order to receive and store the NFT(s) after his/her purchase. Compatible Digital Wallets include Metamask and any Digital Wallet compatible with Wallet Connect. Please note that:

- Digital wallets are provided by third parties and not by Michelin. The Terms do not apply to the User's use of the Digital Wallet. Please refer to these terms and conditions provided by the relevant third parties. The User must ensure that he/she has read such terms and conditions provided by third parties carefully before creating his/her Digital Wallet and the User is responsible for maintaining the security of his/her Digital Wallet;
- Michelin does not hold any private wallet keys;
- The public address of the User's Digital Wallet will be publicly visible each time the User makes a transaction;
- Third-party digital wallets providers may charge the User fees for the service they provide;
- It is the responsibility of each User:
 - (i) To ensure the compatibility of the Digital Wallet with the Site before purchasing NFT(s); and
 - (ii) To ensure that the Digital Wallet is operated and stored under appropriate security conditions. Failure to comply with this obligation may result in the loss or theft of NFT(s). Any action taken as a result of the User's Digital Wallet being compromised is the sole responsibility of the User.

4.5 Transaction Knowledge Control

Michelin or its subcontractors will carry out a know your transaction ("KYT") control, if applicable, to authenticate the User and complete the distribution process. This may involve asking

the User to provide identity documents or personal identification information. This KYT control may also apply to any transfer of the NFT(s) on the Secondary Market.

5. Ownership of NFT(s)

The User is the legitimate and good faith owner of the NFT(s) collected in accordance with the Terms.

Ownership of the NFT(s) will be transferred to the User upon registration of the transaction on the Blockchain. Only ownership of the NFT(s), *i.e.*, a non-physical asset, will be transferred to the User.

Acquisition or collection of an NFT does not give the User any ownership rights, particularly Intellectual Property Rights, over any graphic work to which the NFT is attached or to any of the Benefits. For further information regarding Intellectual Property Rights, please refer to Article 9 of the Terms.

The NFT(s) are personal. However, the User has the right to transfer the NFT(s) to a Subsequent User, provided that the Subsequent User accepts and complies with the Terms, which must be communicated by the User to the Subsequent User prior to the purchase on the Secondary Market, and expressly accepted by the Subsequent User at the time of the purchase of the NFT(s).

Under no circumstances may the User or the Subsequent User, without the prior written consent of Michelin, do or attempt to do any of the following with the NFT(s), whether or not they are owned by the User or the Subsequent User:

- Use the NFT(s) or any Benefit for purposes other than personal enjoyment, and in particular, without limitation, not for commercial, advertising or promotional purposes in respect of any product or service;
- Modify the NFT(s) or any Benefit;
- Use the NFT(s) or any Benefit as financial collateral.

6. Benefits

No benefits are associated with the Michelin Heritage NFT collection.

7. Absence of Right of Withdrawal

The right of withdrawal is a statutory right for consumers to withdraw, free of charge, from the distance contract they entered into with a professional, during a period of fourteen (14) days from

the date they enter into the contract in case of services, or from the date of delivery in case of purchase of a good (Articles L. 221-18 et seq. of the French Consumer Code).

However, considering the specific nature of the NFT(s) and of the Blockchain, the purchase being instantly performed, and as per in particular Article L. 221-28 13° of the French Consumer Code, the User expressly acknowledges and agrees that from the date of collection of the NFT(s), the supply of the NFT(s) is performed before the end of the right of withdrawal period and that:

- (i) The User has given its prior express consent for and has requested that the supply of the NFT(s) and the performance of the Terms begin prior to the expiration of the right of withdrawal period; and
- (ii) The User expressly acknowledges that he/she loses its right of withdrawal due to this immediate supply and performance.

The User's consent is materialized by his/her express agreement to the Terms, and by the box checked to this effect.

The User will receive from Michelin the Terms on a durable medium, which also constitutes a confirmation of his/her agreement to the loss of its right of withdrawal.

8. Statutory Warranties for Users

As a consumer, the User benefits from the statutory warranty of conformity for digital content and services, in accordance with Articles L. 224-25-12 et seq. of the French Consumer Code, and the statutory warranty against hidden defects, in accordance with Articles 1641 et seq. of the French Civil Code, under the conditions defined in the box below. These rights can be exercised by contacting Michelin at the postal address, email address and/or telephone number set forth at the beginning of the Terms. For the sake of clarity, in the box below, "professional" means Michelin, and "consumer" means the User.

The consumer has a period of two years from the date of supply of the digital content or service to obtain the implementation of the statutory warranty of conformity in the event of a lack of conformity. During a period of one year from the date of supply, the consumer is only required to establish the existence of the lack of conformity and not the date of its appearance.

The statutory warranty of conformity entails the obligation to provide all updates necessary to maintain the conformity of the digital content or service.

The statutory warrant of conformity gives the consumer the right to have the digital content or service brought into conformity without undue delay following his/her request, at no cost and without major inconvenience to him/her.

The consumer may obtain a reduction in price by keeping the digital content or the digital service or he/she may terminate the contract by obtaining a full refund against renunciation of the digital content or the digital service, if:

1° The professional refuses to bring the digital content or service into conformity;

2° The compliance of the digital content or service is unjustifiably delayed;

3° The compliance of the digital content or service cannot be achieved without imposing costs on the consumer;

4° The compliance of the digital content or service causes a significant inconvenience to the consumer;

5° The digital content or service is still not in conformity despite the professional's unsuccessful attempt to bring it into conformity.

The consumer is also entitled to a reduction in price or to rescission of the contract where the lack of conformity is so serious that it justifies the reduction in price or rescission of the contract being immediate. In such cases, the consumer is not required to request that the digital content or service be brought into conformity beforehand.

In cases where the lack of conformity is minor, the consumer is only entitled to rescind the contract if the contract does not provide for payment of a price.

Any period of unavailability of the digital content or digital service for the purpose of restoring its conformity suspends the warranty that was still running until the digital content or digital service was provided in conformity again.

The rights mentioned above result from the application of Articles L. 224-25-1 to L. 224-25-31 of the French Consumer Code.

A professional who obstructs in bad faith the implementation of the statutory warranty of conformity is liable to a civil fine of up to EUR 300,000, which can be increased to 10% of the average annual turnover (Article L. 242-18-1 of the French Consumer Code).

The consumer also benefits from the statutory warranty against latent defects, pursuant to Articles 1641 to 1649 of the French Civil Code, for a period of two years from the discovery of the defect.

This commercial warranty entitles the consumer to a price reduction if the digital content or service is retained or to a full refund in exchange for renouncing the digital content or service.

9. Intellectual Property

9.1 Intellectual Property Rights and Prohibited Behaviors

All Intellectual Property Rights owned by Michelin and the Michelin Group, related to the NFT(s), any element associated with the NFT(s) are and will remain the exclusive property of Michelin.

No Intellectual Property Rights are licensed or assigned to the User or any Subsequent User through the Terms, except in the case referred to in Article 9.2 hereunder.

Any reproduction, representation, modification or use, in whole or in part, of any element of the NFT(s), for any reason whatsoever, is strictly prohibited, except, as regards NFT(s), in the case referred to in Article 9.2 hereunder. Non-compliance with this prohibition may constitute an act of infringement involving the civil and criminal liability of its author.

In particular but without limitation, the User or any Subsequent User shall not (directly or indirectly):

- (i) Use the NFT(s) or the Benefits for purposes other than those provided in the Terms;
- (ii) Decrypt, decompile, disassemble, reverse engineer, delete or attempt in any other way to derive the source code or underlying ideas or algorithms of any part of the NFT(s) or Benefit, except to the extent permitted by applicable law;
- (iii) Modify, translate, or create derivative works from any part of the NFT(s) or the Benefits.

Please note that the above list of prohibited behaviors is not exhaustive. The User and any Subsequent User must comply with all applicable laws relating to the use of the NFT(s) and the Benefits.

Michelin reserves the right to refuse to sell any other NFT(s) in the event of a violation of the above rules by the User or any Subsequent User.

9.2 License for the use of the Intellectual Property Rights related to the NFT(s)

Notwithstanding the above, subject to compliance with the Terms, Michelin grants to the User or Subsequent User holding one or several NFT(s) in its Digital Wallet, a non-exclusive license, for the period during which the NFT(s) is/are held in the User's or Subsequent User's Digital Wallet, which allows the User's and Subsequent User's personal and non-commercial use only, including in order to benefit from the Benefits.

Article 9 applies without prejudice to the User's or Subsequent User's right to resell the NFT(s) on the Secondary Market. Upon resale of the NFT(s), the license is transferred from the User or Subsequent User selling the NFT(s), to the Subsequent User purchasing the NFT(s) on the Secondary Market, and the User or Subsequent User selling the NFT(s) does not benefit from the license or the Benefits any longer.

10. Liability

10.1. Michelin's Liability

To the extent permitted by applicable laws, Michelin will not be held liable for:

- False information or input errors made by the User regarding his/her contact details at the time of the purchase of the NFT(s) or when registering to benefit from the Benefits;
- Delay, loss or incorrect delivery of an email, or its sending or non-sending to an incorrect email address;
- Misuse of the User's identifiers;
- Price display errors resulting in a manifestly ridiculously low price;
- Technical or material errors, bugs, direct or indirect damages such as data loss, intrusion, viruses, service interruption, other involuntary issues or force majeure resulting from the use of the Internet network, beyond the control of Michelin;
- Direct or indirect consequences of a cancellation of an order that is not attributable to it, particularly in the event of Site disruptions and in general for any event beyond its control or force majeure;
- Any damages resulting from a fraudulent intrusion by a third party resulting in a modification of the information available on the Site.

The User acknowledges that Michelin has fulfilled all of its obligations to advise and inform regarding the essential characteristics and operation of the Site and the User acknowledges and warrant that he/she has verified that his/her computer configuration does not contain any viruses and is in perfect working condition.

10.2. Acceptance of Inherent Risks of NFT(s) by the User

The User and the Subsequent User(s) acknowledge that the NFT(s) are highly volatile assets and that their value depends on various factors, including the risks listed below. Therefore, their value is not guaranteed and can become zero. By collecting the NFT(s), the User and the Subsequent User(s) are exposed to the risk of partial or total loss of the purchase price, which the User and the Subsequent User accept.

All transactions involving the NFT(s) are conducted through the Blockchain, which is an emerging technology that may entail risks:

- Any malfunction, vulnerability, unintended function, or unexpected operation of the Blockchain network may result in a malfunction or unintended or unexpected operation of the NFT(s);
- The Blockchain network may be susceptible to specific weaknesses that make it a possible target for specific cybersecurity threats;
- The loss or theft of access means, especially the private key of the User's and the Subsequent User(s)'s Digital Wallet, or the abusive use of the Digital Wallet, may result in the loss of access to the User's and the Subsequent User's NFT(s);
- Bugs or vulnerabilities in the NFT(s), associated smart contracts, or in their operation may result in the loss of access to the User's and the Subsequent User's NFT(s).

By accepting the Terms, the User and the Subsequent User acknowledge that they are fully aware of these risks and accept them. Michelin may not be held liable for these risks and the loss of value of the User's and the Subsequent User's NFT(s), to the extent that the occurrence of such risk and/or the loss of value of the NFT(s) is not due to Michelin's fault.

The User and the Subsequent User are solely responsible for the secure storage of the private keys of their Digital Wallet. Michelin cannot be held liable for any damage related to the User's and the Subsequent User's Digital Wallet and its use or transfer of NFT(s) on the Secondary Market.

Michelin does not provide computer assistance services.

Michelin is not in any way responsible for errors resulting from the User's failure to connect to the Site or technical issues related to transactions necessary for the processing of NFT(s) and the transfer of their ownership.

10.3. Risks related to regulatory changes

The User and understands and acknowledges that legislative and regulatory regimes in the areas related to NFTs, utility tokens, crypto-assets, cryptocurrencies, and blockchain-based services may undergo rapid legislative and regulatory changes that could impact the User's use of the Site and/or purchase, use and resale of the NFT(s).

Michelin shall not be held liable for the consequences related to such legislative and regulatory changes.

11. Personal Data

Information that directly or indirectly identifies the User and the Subsequent User ("**Personal Data**") is processed by Michelin & Metav.rs in the context of the User's use of the Site or transfer of NFT(s), including, where applicable, through the use of cookies.

For more information on how Michelin processes the User's Personal Data and its use of cookies, please refer to the privacy policy available here: <https://www.michelin.fr/donnees-personnelles>.

12. Miscellaneous

12.1 Amendment of the Terms

The Terms may be amended at any time, in particular without limitation to reflect any regulatory changes.

The new version of the Terms will apply from the day it is published on the Site.

Any purchase of NFT(s) made after the publication of the new applicable version of the Terms on the Site or on the Secondary Market must be governed by the new applicable version of the Terms. The User undertakes to make the new version applicable to its sale of the NFT(s) to any Subsequent User. Previous purchases of NFT(s) made prior to the modification of the Terms will be governed by the previous version of the Terms that was applicable at the time of the purchase.

Continued use of the Site constitutes acceptance of the new applicable version of the Terms, and the new applicable version of the Terms must be expressly accepted when the User wants to purchase an NFT.

12.2 Severability

The nullity or inapplicability of any provision of the Terms does not affect the validity of the other provisions, which retain their full force and effect.

12.3 Non-Waiver

The fact that Michelin does not enforce a breach by the User or Subsequent User of any of the provisions of the Terms does not constitute a waiver of its rights or the right to subsequently enforce such provision(s) and/or issue any claim in the event of a breach of such provision(s). Any

tolerance regarding compliance with the provisions of the Terms can never, regardless of the frequency and duration, be considered as a waiver of the application of the Terms.

12.4 Bloctel

If the User's telephone number is collected by Michelin, the User has the right to register on the list of opposition to telephone solicitation available at <http://www.bloctel.gouv.fr>.

12.5 Archiving of contract

Michelin will store and archive on any medium, for a period of 10 years, all agreements entered into with the User for a value of EUR 120 or more and the User will be able to access them at any time. This right of access may be exercised by contacting: 3explorerclub@michelin.com.

12.6 Jurisdiction and Applicable Law

The Terms, as well as any purchase of NFT(s) from Michelin, are governed and interpreted in accordance with French law.

In case of dispute, the User or Subsequent User agrees to directly contact Michelin in writing to attempt to resolve the dispute amicably. Claims must be addressed to the customer service of Michelin at the following address: 3explorerclub@michelin.com.

In case of failure, and in accordance with article L. 612-1 of the Consumer Code, the User or Subsequent User can use free of charge the mediation service to which Michelin adheres: AME CONSO, 197 Boulevard Saint-Germain, 75007 PARIS, following the steps as specified at <https://www.mediationconso-ame.com/le-processus-de-la-mediation-de-la-consommation.html>.

Furthermore, the User or Subsequent User may also use the platform set up by the European Commission, which aims to collect possible complaints arising from online purchases made by European consumers and then transmit the cases received to the competent national mediators. This link is accessible at <https://ec.europa.eu/consumers/odr/>.

The User or Subsequent User can issue a claim regarding the Terms to the courts having jurisdiction under the law of their country of residence.

APPENDIX 1:

**TABLE OF CHANCES TO COLLECT THE DIFFERENT VERSIONS OF THE
MICHELIN HERITAGE NFTS**



BIBENDUM
MICHELIN

HOLDER	TIER 1	TIER 2	TIER 3	TIER 4
1 NFT	5%	15%	30%	50%
2 NFT	10%	20%	30%	40%
3 NFT	15%	25%	30%	30%
4 NFT	20%	30%	30%	20%
5 NFT	25%	35%	30%	10%
6 NFT	30%	40%	20%	10%
7 NFT	35%	45%	20%	0%
8 NFT	40%	50%	10%	0%
9 NFT	45%	55%	0%	0%
10 NFT	50%	50%	0%	0%
11 NFT	75%	25%	0%	0%
12+ NFT	100%	0%	0%	0%

HERITAGE COLLECTION