

The R3NLT NFT by Renault

GENERAL TERMS AND CONDITIONS OF USE OF THE SITE AND SALE OF NFT

For consumers

PREAMBLE

The website <https://nft.renault.com/> (the "**Website**") allows the purchase of NFT - *Non Fungible Token* (the "**NFT**") of the RENAULT brand by any individual (the "**User**").

The Website is published and operated by Renault SAS, a simplified joint stock company with a capital of 533,941,113 euros, registered in the Nanterre Trade and Companies Register under number 780 129 987, whose registered office is located at 122-122 bis avenue du Général Leclerc - 92100 Boulogne Billancourt, France, in the person of its legal representatives domiciled in this capacity at the said registered office (hereinafter referred to as "**RENAULT**")

The director of the publication is: Arnaud BELLONI

The Website is hosted by the company: Amazon Web Services EMEA SARL

These terms and conditions detail the general terms and conditions of use of the Website and the rules applicable to transactions involving NFTs offered through the Website (hereinafter together referred to as the "**Terms and Conditions**").

Non-compliance with the Terms and Conditions may be sanctioned by the suspension of the user's rights of access and use of the Website, immediately and without notice, without RENAULT being held liable in this regard and without affecting RENAULT's rights and obligations.

RENAULT reserves the right to update, modify, suspend or delete all or part of the Website and/or its content at any time and without prior notice, without being held liable in this regard. RENAULT reserves the right to modify the Terms and Conditions. In such a case, the new version of the General Terms and Conditions will be applicable as of the date of its publication on the Website.

1. GENERAL

The Terms and Conditions apply to all orders of NFT placed on the Website. When the User places an order on the Website, he/she will be asked to confirm his/her acceptance of the Terms and Conditions.

Some of the provisions contained in the General Terms and Conditions may be replaced or supplemented by additional terms and conditions which will be published on the Website. In the event of a conflict between the Terms and Conditions and any additional terms or notices, the additional terms and conditions shall prevail.

By placing an order on the Website, the user certifies that he/she is a non-commercial adult acting for his/her personal and private needs. He/she certifies that he/she has the capacity to contract and acknowledges that he/she has previously read and fully accepted the Terms and Conditions at the time of placing the order (the "**User**").

2. DESCRIPTION OF NFT

RENAULT offers NFTs for sale in limited quantities at a single price in the form of a digital certificate attached to an object or a work of art (the "**Operation**").

The number of NFTs offered for sale will be limited to 1972 NFTs.

Each NFT will have a unique visual.

The User may acquire multiple NFTs per transaction.

The User is informed that the acquisition of an NFT will only result in the transmission of a digital certificate, to the exclusion of any other medium.

The NFT will be registered in the Ethereum blockchain.

As part of the Project, RENAULT will offer for sale four models of NFT (the "**NFT Models**"):

- NFT model n°1: the "R5 electric" NFT
- NFT model n°2: the "R5 Turbo" NFT
- NFT model n° 3: the "R5 the Car Van" NFT
- NFT model n° 4: the "R5 TL" NFT

The NFT Models are distinguished by their level of rarity.

The rarity level of each NFT Model is determined before the Sale by an algorithm that uses randomness.

During the first phase of the Operation, upon purchase, the User is randomly assigned one of the four NFT Models.

The User will therefore not be able to select a specific NFT Model, as an NFT Model will be randomly assigned to him/her.

During the second phase of the Operation, the User will automatically receive (i) the collective utilities (the "**Collective Utilities**") and (ii) one utility per NFT Model allocated (the "**Specific Utilities / Air Drop**").

Collective Utilities are access to experiences and events related to RENAULT. The User will receive Collective Utilities such as :

- access to a live web
- Privileged access as defined in article 11.2 to future NFT Projects organized by RENAULT
- access to RENAULT's Giveme5 (GM5) initiative as a sponsor
- participation of the User in the choice of the 3D drawing from the 1972 NFT collection that will be printed on 55 (fifty-five) merchandise items created for the RENAULT Operation and sold by RENAULT: 50 (fifty) physical hoodies and 5 (five) physical skateboards ("**Merchandise Items**"). The sale of the Merchandise Items is limited to the first 55 (fifty-five) buyers of NFT RENAULT.

Specific Utilities are free shipments of NFT (the "**Air Drop**") to the User's Wallet. Upon purchase, the User will receive a Specific Utility among those offered by the assigned NFT Model, such as :

- an Air Drop of an NFT of the Operation to the User's Wallet;
- an Air Drop of an NFT of the next RENAULT NFT Project on the User's Wallet.

During the third phase of the Operation, the User may receive **an exceptional utility** awarded either by drawing lots or by competition (in accordance with rules that will be communicated beforehand on Discord or via any other platform available to the User) within the limit of 5 each for the 1972 NFT (the "**Exceptional Utilities**"). The Exceptional Utilities are access to experiences and events related to RENAULT such as :

- access to private tour of workshops, car shows, etc,

- access to VIP areas for events,
- access to future NFT RENAULT sales,
- car tests,
- RENAULT designer meetings
- the discovery of prototypes with the RENAULT teams

Details concerning the NFT Models and the different Utilities (Collective, *Specific/air drop* and Exceptional) of the NFTs are available in the Annex.

Utilities are attached to NFTs as long as the events are not expired or consumed.

Under no circumstances may any monetary compensation be requested from the User if he does not benefit from the Utilities of his NFT.

RENAULT does not in any way take responsibility for the physical and material access of Users to the Utilities; only the Users are responsible for these.

3. NFT PRICE

All prices indicated on the Website are expressed in Ethereum ETH or in FIAT (fiat currency) and are inclusive of all taxes, but exclusive of registration fees to the Blockchain (*Gas Fees*) for purchases in ETH or in FIAT and exclusive of credit card processing fees for purchases in FIAT.

For the 1st drop , the price of one (1) NFT will be equal to the Ethereum ETH equivalent of one hundred (100) Euros at the time of the Sale.

The User will be informed of the applicable fees when finalising the order, before having to confirm it.

Payment for NFTs must be made via a Wallet connected to the Website. Payments are debited in Ethereum (ETH) or FIAT (fiat currency).

Any request for an invoice must be made by e-mail via the "Contact" section of the Website.

4. TERMS AND CONDITIONS FOR THE SALE OF NFT

4.1 DURATION AND ORGANISATION OF THE NFT SALE

The Project starts on December, 15th 2022 on the Website. It is organised in two successive periods:

- Period 1: a pre-opening of the sale accessible from 18:00 to 21:00 (CET) exclusively to Users benefiting from privileged access (the "**Privileged Accesses**") and during which the number of NFT purchases will be limited to one (1) per User;
- Period 2: a public sale at 21:00 (CET) open to all Users without any access condition during which the number of NFT purchases will be limited to five (5) per User. A User who has bought one (1) NFT during the pre-opening will have the possibility to buy four (4) NFT during the public sale.

The Operation ends when all of the Operation's NFTs are sold out. RENAULT will do the best they can to inform Users as soon as possible of any unavailability once all the NFTs are sold out

4.2. PRIVILEGED ACCESS - CONDITIONS

Preferential Access will be granted prior to the Sale to individuals who meet both of the following conditions:

(1) individuals must, in a non-cumulative manner :

- Already be registered on the RENAULT DISCORD (accessible via the following link: <https://discord.gg/r3nlt>)
- Already be registered on the RENAULT landing page (accessible via the following link: nft.renault.com)
- be part of Web 3 Discord communities in partnership with RENAULT
- be part of influencer communities on social networks in partnership with RENAULT
- having commented on RENAULT's Twitter post announcing the launch of the RENAULT NFT Project "The R3NLT NFT by Renault

(the "**Eligible Persons**")

(2) Eligible Persons must have been selected by RENAULT or its partners according to a number of combined criteria (rate of engagement, relevance of comments, etc.).

The people selected to benefit from Privileged Access will be contacted according to the channel through which they participated (by email when the participation was made on RENAULT's DISCORD and RENAULT's landing page and on the account of the influencer or the community and by private message when the participation was made on social networks).

5. ORDER OF NFT

5.1. CONDITIONS

To place an order for an NFT, the User is invited to follow the instructions on the Website. The User will be able to check the details of his order, its total price, and the applicable *gas fees* on the Ethereum blockchain, and to modify any error before finally confirming his NFT order.

The acquisition of an NFT will be subject to the User's possession of a crypto wallet (a "**Wallet**"), without which the transaction cannot take place.

The User waives all claims in the event that the NFTs are no longer available on the day he/she wishes to place an order.

RENAULT will do its best to inform users of any unavailability as soon as possible once all the NFTs have been used up.

5.2. ORDERING PROCESS

In order to place an order, the User must complete the following steps:

5.3.1 CONNECTING A WALLET OR CREATING A WALLET

The following Wallets can be connected to the Website:

- Metamask
- Brave
- WalletConnect
- Coinbase

- Torus

5.3.2 PAYMENT

The User has the possibility to buy an NFT in cryptocurrency or in FIAT (fiat currency).

- **Ordering NFT in cryptocurrency**

To place an order for NFT in cryptocurrency, the User is invited to follow the following steps:

- 1) log on to the Website
- 2) accept the Terms and Conditions
- 3) Create/connect a Wallet on the Website
- 4) check that the wallet contains enough Ether to cover the purchase and Project costs (gas fees) of the NFT (mint price)
- 5) click on the "Mint" purchase button
- 6) If the KYT is validated in accordance with Article 12.3, the payment is authorised and the Project is validated and sent to the Ethereum blockchain
- 7) receipt of the NFT in the User's Wallet

The NFT allocated at the time of purchase and the Utilities associated with the NFT are accessible on the User's space on the Website.

- **Ordering NFT in FIAT (fiat currency)**

To place an order for NFT in FIAT (fiat currency), the User is invited to follow the following steps:

- 1) log on to the Website
- 2) accept the Terms and Conditions
- 3) click on the "mint" button in fiat currency
- 4) create / connect a Wallet on the Website
- 5) fill in the requested information
- 6) complete the online payment form
- 7) if the KYT is validated in accordance with Article 12.3, the payment is authorised and the Project is validated and sent to the Ethereum blockchain
- 8) receipt of the NFT in the User's Wallet
- 9) receipt of an email confirming the details of the order and acknowledging receipt.

The NFT allocated at the time of purchase and the Utilities associated with the NFT are accessible on the User's space on the Website.

5.3. REFUSAL OF AN ORDER

Every NFT payment is subject to KYT - *Know Your Project* - verification, which is a process of checking the origin of the digital assets involved in a Project.

In the event that this process assesses the Project of digital assets involved in the purchase of NFT as illegal and related to financial crimes, RENAULT will refuse the Project.

This process of verification of the origin of funds will be carried out systematically before each Project on the Website.

6. NFT OWNERSHIP

Ownership of the NFT will pass to the User upon confirmation of payment in full of all sums due in respect of that NFT.

Only ownership of the NFT, i.e. property of an intangible nature, will be transferred to the User.

The acquisition of an NFT does not give the User any property rights whatsoever, particularly of an intellectual nature, concerning the object or work to which the NFT is attached. Only strictly personal use is authorised.

The user is informed that the content of the NFTs may include intellectual property rights of any kind (drawings, illustrations, 3D, soundtracks, original creations, etc.) belonging to RENAULT, its affiliates and/or third parties and that he/she must therefore refrain from any act of exploitation likely to infringe the said rights.

The risk of ownership of the NFT will pass to the User at the time he takes possession of the NFT.

RENAULT guarantees the user that the NFT does not infringe on the property rights of third parties to the object or work to which it is linked, nor on property rights of an intellectual nature, nor on rights relating to personality attributes, whether these are the rights of the creators of the object or work, or of third parties.

7. RESALE OF THE NFT

The NFT may be resold by the User on any market place allowing it and based on the *Ethereum Blockchain*.

The User is informed that on the occasion of each successive resale, a sum corresponding to five (5) % of the amount of the Sale will be automatically paid into the RENAULT *smart contract*, i.e. a total of five (5) % of the amount of each successive resale.

8. RIGHT OF WITHDRAWAL

Given the particular nature of the NFT that is the subject of the Project, which implies instantaneous execution, the User acknowledges that he/she has been informed that his/her right of withdrawal cannot be exercised as provided for in Article L.221-28 paragraph 13 of the Consumer Code, the provisions of which are set out below and of which he/she declares that he/she has expressly taken note.

Article L.221-28 paragraph 13 of the Consumer Code :

The right of withdrawal cannot be exercised for contracts:

13. the supply of digital content not provided on a tangible medium, the performance of which has begun after the consumer has given his express prior consent and expressly waived his right of withdrawal.

9. GUARANTEES - CLAIMS

9.1 LEGAL GUARANTEE

The seller who guarantees the conformity of the NFTs is :

RENAULT SAS,
a simplified joint stock company with a capital of 533,941,113 euros,
122-122 bis avenue du Général Leclerc
92100 Boulogne Billancourt

RENAULT shall be liable for defects in conformity of the NFT. All NFT supplied by RENAULT benefit from the legal guarantee provided by articles 1641 and following of the Civil Code (guarantee against hidden defects) and articles L.217-1 to L.217-14 and L.411-1 to L.411-2 of the Consumer Code (legal guarantee of conformity).

Where the user is acting under a legal guarantee of conformity:

- he has a period of two (2) years from the issue of the NFT to act;
- he is exempted from proving the existence of the lack of conformity during the twenty-four (24) months following the delivery of the NFT.

The legal guarantee of conformity applies independently of any commercial guarantee that may have been granted.

The user may decide to implement the guarantee against hidden defects of the thing sold within the meaning of Article 1641 of the Civil Code. In this case, he/she may only benefit from the cancellation of the sale and the reimbursement of the price of the NFT.

In accordance with Article L. 217-15 of the Consumer Code, the provisions applicable to legal guarantees are reproduced in full below:

"Article L.217-4 of the French Consumer Code: The seller delivers goods that conform to the contract and is responsible for any lack of conformity existing at the time of delivery. He shall also be liable for any lack of conformity resulting from the packaging, the assembly instructions or the installation when the latter was made his responsibility by the contract or was carried out under his responsibility.

"Article L.217-5 of the Consumer Code :

The property is in conformity with the contract:

1 - Whether it is fit for the purpose ordinarily expected of similar goods and, if so :

a) it corresponds to the description given by the seller and has the qualities which the seller has presented to the buyer in the form of a sample or model;

(b) it has the qualities which a purchaser may legitimately expect, having regard to public statements made by the seller, the producer or his representative, in particular in advertising or on labelling ;

2 - Or if it has the characteristics defined by mutual agreement between the parties or is fit for any special purpose sought by the buyer, brought to the seller's attention and accepted by the latter .

"Article L.217-12: The action resulting from the lack of conformity is prescribed by two years from the delivery of the goods.

"Article 1641 of the Civil Code: The seller is bound by the guarantee for hidden defects in the thing sold which make it unfit for the use for which it was intended, or which so diminish this use that the buyer would not have acquired it, or would only have given a lesser price for it, if he had known about them. "

"Article 1648 of the Civil Code, first paragraph: The action resulting from redhibitory defects must be brought by the Buyer within two years of the discovery of the defect."

9.2 COMPLAINTS

Any complaint must be made in advance by e-mail via the "Contact" section of the Website, by e-mail or by telephone to the Customer Service Department, whose contact details are given at the end of the Terms and Conditions.

Where applicable, the refund, if justified, will be made within thirty (30) days of acceptance by RENAULT, by bank transfer to the bank card used for payment.

The user can also contact the mediation service of the FEVAD (Fédération du E-Commerce et de la vente à distance) by clicking on <http://www.fevad.com/espace-consommateurs/les-reclamations-et-les-recours#topContent>.

10. RESPONSIBILITY

RENAULT cannot be held responsible under any circumstances:

- in the event of false information or an error in the entry of contact details by the user;
- in the event of misuse of the user's identifiers or of the order placement procedure by the user;
- in the event of an obvious error in the display of a derisory price.

RENAULT is only bound by an obligation of means at all stages of the online sales process. It cannot be held responsible for technical or material errors, or for any direct or indirect damage such as loss or usurpation of data, intrusion, viruses, service disruption, other involuntary problems or force majeure resulting from the use of the Internet network or the Website.

RENAULT declines all responsibility:

- for any interruption of the Website;
- for the occurrence of bugs ;
- for any damage resulting from fraudulent intrusion by a third party leading to a modification of the information made available on the Website;
- and more generally for any damage, direct or indirect, whatever the cause, origin, nature or consequences, caused by the access of any person to the Website or the impossibility of accessing it, as well as the use of the Website and/or the credit given to any information coming directly or indirectly from the latter.

In particular, RENAULT assumes no responsibility for any damage that may be caused to the user's computer equipment following access to the Website, use or downloading of any of its elements (data, texts, images, videos or sounds, etc.).

In addition, for maintenance reasons, RENAULT may interrupt its service and will endeavour to inform users in advance. The user acknowledges that he/she has checked that the computer configuration used does not contain any viruses and that it is in perfect working order.

Finally, RENAULT cannot be held responsible for the delay, loss or poor distribution of an e-mail, nor for whether or not it is sent to an erroneous, usurped or misappropriated e-mail address.

The user acknowledges that RENAULT has fulfilled all of its obligations to advise and inform the user of the essential characteristics and operating procedures of the Website.

The Website may include links to other Websites or other Internet sources. Insofar as RENAULT cannot control these external Websites and sources, RENAULT cannot be held responsible for the availability of these external Websites and sources, and cannot accept any responsibility for the content, advertising, products, services or any other material available on or from these external Websites or sources.

In addition, Renault shall not be held responsible for any damage or loss, whether proven or alleged, resulting from access to, use of or reliance on the content, goods or services available on these external Websites or sources.

RENAULT may not be held responsible for the direct or indirect consequences of an order cancellation that is not attributable to it, particularly in the event of disruptions to the Website and generally for any event beyond its control or force majeure. In any case, RENAULT's liability is limited to the reimbursement of the sums paid for the acquisition of the NFT and the related costs, and without prejudice to its rights and recourses.

11. INTELLECTUAL PROPERTY

All the elements (texts, logos, images, graphic or sound elements, software, icons, layout, database,...) contained on the Website and associated Websites are protected by national and international intellectual property law. These elements remain the exclusive property of RENAULT and/or its partners and suppliers, when they hold the related intellectual property rights.

In this respect, without the prior written authorisation of RENAULT and/or its partners and suppliers, the user may not reproduce, represent, adapt, translate and/or transform, in part or in full, or transfer to another Website any of the elements making up the Website.

Failure to comply with this prohibition may constitute an act of counterfeiting for which the author may be held civilly and criminally liable.

RENAULT reminds you that any creation of a hypertext link to the home page of the Website or any other page of the Website is subject to the express, prior and written agreement of RENAULT.

It is recalled, in accordance with Article 6, that the acquisition of an NFT does not give the User any property right whatsoever, in particular of an intellectual nature, concerning the object or work (drawings, illustrations, 3D, soundtrack, original creations, etc.) to which the NFT is attached.

12. PERSONAL DATA

RENAULT collects personal data concerning its customers in the context of their browsing and purchases. To find out the details and procedures, please consult the Data Protection Policy at the following address: dataprotection-com@renault.com.

13. INTEGRALITY

In the event that any of the clauses of the General Terms and Conditions should be null and void for any reason whatsoever, the validity and observance of the same shall not be affected.

RENAULT's failure to exercise its rights under this agreement shall not be construed as a definitive waiver of these rights.

14. APPLICABLE LAW

The Terms and Conditions are subject to French law.

In the absence of an amicable settlement, any disputes relating to orders placed on the Website shall fall within the exclusive jurisdiction of the French courts, notwithstanding multiple defendants or third party claims.

Without prejudice to any legal action, RENAULT is not obliged to give the user the benefit of any promotional discount whatsoever, notably sponsorship vouchers, free delivery, etc.

It is specified that RENAULT adheres to the FEVAD (Fédération du E-Commerce et de la Vente A Distance) Code of Ethics and to the E-Commerce Mediation system of this federation.

These principles of good conduct are codified in an official document, called the "Code of Ethics for E-Commerce and Distance Selling", which can be found at

http://www.fevad.com/uploads/files/Publications/VF230712_FEVAD_lbbpNouveau_code_d%C3%A9ontologique.pdf.

The User may therefore contact the mediation service of the FEVAD (Fédération du E-Commerce et de la vente à distance) by clicking on <http://www.fevad.com/espace-consommateurs/les-reclamations-et-les-recours#topContent>.

Furthermore, in accordance with article L.616-2 of the Consumer Code, RENAULT informs the User of the existence of the platform set up online by the European Commission, the purpose of which is to collect any complaints arising from an online purchase by European consumers and then to transmit the cases received to the competent national mediators. This link can be found at <https://ec.europa.eu/consumers/odr/>.

15. CONTACT

For any information, complaint or question relating to the Terms and Conditions you can contact us:

- [By email to: dataprotection-com@renault.com](mailto:dataprotection-com@renault.com)
- [By post, to the following address: Renault SAS, Legal Department – R3NLT, 13/15 quai le Gallo 92100 Boulogne-Billancourt, FRANCE.](#)

~~By email to: xxx~~

~~By post, to the following address: xxx~~