

Terms of Use

1. Introduction

1.1 Please read these terms of use (“Terms of Use”) carefully before using this website www.swatchcreativenatives.com. Accessing and using the Website indicates that you accept and agree to comply with the Terms of Use. If that is not the case, do not use the Website.

1.2 The Website is operated and the Terms of Use were issued by Swatch Ltd., Jakob-Stämpfli-Strasse 94, 2502 Biel/Bienne, Switzerland. (“Swatch”, “We”, “Us”, “Our”).

1.3 Swatch may at any time revise these Terms of Use. You are bound by any such revision and should therefore periodically visit this page to review the then current terms to which you are bound.

2. Purpose and content of the website

2.1 All information and materials on the Website are presented solely for the purpose of providing general information on and promoting products and services of Swatch. Such information and materials do not constitute offers for products and / or services of Swatch or official retailers or other third parties, nor do they constitute advice or other instructions on the use of products and / or services of Swatch.

2.2 The Website may contain information on our worldwide products and services, not all of which are available at every location. A reference to an Swatch product or service does not imply that that product or service is or will be available at your location.

3. User content

3.1 Please be aware that whenever you post information to the Website (e.g. a forum or guestbook) that information may be accessible for other users. You should therefore choose carefully the information you post and that you provide to other users.

3.2 Swatch does not claim any ownership rights in the text, files, images, photos, video, sounds, works of authorship or any other materials that you may post (“User Content”) on the Website. After posting your User Content, you continue to retain all ownership rights in it, and you continue to have the right to use it in any way you choose. By posting your User Content on or through the Website, you hereby grant Us a non-exclusive, sublicensable, transferable, free and worldwide license to use, modify, publicly perform, publicly display, reproduce, and distribute your User Content on and through the Website or in the Swatch section of a third-party platform (Facebook, Twitter, etc.) until you remove your User Content from the Website.

3.3 You represent and warrant that: (i) you own the User Content posted by you on the Website

or otherwise have the right to grant the license set forth above, and (ii) the posting of your User Content on the Website does not violate the privacy rights, publicity rights, copyrights, trademarks, contract rights or any other rights of any person or company.

3.4 You are solely responsible for the User Content that you post on the Website. You may not post, transmit, or share User Content on the Website that you did not create or that you do not have permission to post. User Content is not necessarily reviewed by Swatch prior to posting and does not necessarily reflect the opinions or policies of Swatch. Swatch makes no warranties, express or implied, as to User Content or the accuracy and reliability thereof or any material or information that you transmit to other users. You are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offence, give rise to civil liability or otherwise violate any law.

3.5 The Website may offer the possibility for users to create a personal account by providing certain information. In such case, you will be required to choose an email address and password. You are entirely responsible for maintaining the confidentiality of your password. You agree not to use the account, email address, or password of another user at any time or to disclose your password to any third party. You agree to notify us immediately if you suspect any unauthorized use of your account or access to your password. You are solely responsible for any and all use of your account.

3.6 Swatch expressly reserves the right to remove any information or materials posted or transmitted by anyone which is in breach of these rules, including any offers for watches. Swatch will fully cooperate with any law enforcement authorities or court order requesting or directing Swatch to disclose the identity of anyone posting any such information or materials.

4. Intellectual property rights

4.1 The Website together with any information, text, images, photographs, audio and video clips, designs, graphics, logos, symbols, names, product and corporate designations, as well as all software contained in the Website and all other files, and their selection and arrangement ("the Website Content"), are subject to legal protection, in particular copyright, trademarks and design rights held by Swatch, its affiliates, its users or its licensors with all rights reserved. No Website Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted or sold in any form or by any means, in whole or in part, without Our prior written permission, except that the foregoing does not apply to your own User Content that you legally post on the Website. In addition, no digital content whatsoever may be copied into other programs without the prior written approval of Swatch.

4.2 Provided that you are eligible for use of the Website, you are granted a limited license to access and use the Website and the Website Content and to download or print a copy of any portion of the Website Content to which you have properly gained access solely for your personal, non-commercial use, provided that you keep all copyright or other proprietary notices intact. The license is subject to the Terms of Use and does not include use of any data mining, robots or similar data gathering or extraction methods. Except for your own User Content, you may not upload or republish the Website Content on any Internet, intranet or extranet site or

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4.3 Swatch and other trademarks, logos, characters, page headers, button icons, scripts, service names and other marks (collectively "Trademarks") displayed on the Website are subject to the trademark and other rights of Swatch or its affiliates. Our Trademarks may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated or used, in whole or in part, without the prior written permission of Swatch. Your use / misuse of Trademarks displayed on the Website, or of any other Website Content, except as provided for in the Terms of Use, is strictly prohibited.

5. Disclaimer

5.1 While Swatch uses reasonable efforts to include accurate and up-to-date information on the Website, it makes no warranties or representations with respect to the Website Content, which is provided "as is." In particular, Swatch neither warrants nor represents that your use of the Website Content will not infringe the rights of third parties not owned by or affiliated with Swatch.

5.2 Swatch assumes no responsibility, and shall not be liable for, any damage to, or viruses that may infect, your computer equipment or other property on account of your access to, use of or browsing of the Website or your downloading of any materials, data, text, images, video or audio from the Website.

5.3 Swatch reserves the right to interrupt or discontinue any or all of the functionalities of the Website. Swatch accepts no responsibility or liability whatsoever for any interruption or discontinuance of any or all functionalities of the Website, irrespective of whether this is the result of actions or omissions of Swatch or any of its affiliates or any third party.

5.4 The Website Content may contain technical inaccuracies or typographical errors. Swatch reserves the right to make changes, corrections and/or improvements to the Website Content at any time without notice.

6. Links to and from other websites

6.1 Because Swatch has no control over and does not endorse any of the sites to which the Website is linked and because Swatch has not reviewed any or all of the sites to which the Website is linked, you acknowledge that Swatch is not responsible for the content of any off-site pages or any other sites linked to the Website. Responsibility for access to off-site pages and linked third-party sites rests solely with you.

6.2 Your linking to the Website, off-site pages or other sites is at your own risk. By making use of any such links, you understand that the legal statement and privacy policy of any linked site will apply, which may be different from those of Swatch. If you would like to link to the Website, you may only do so on the basis that you link to, but do not replicate, the home page, and subject to the following conditions.

6.3 Framing of the Website by sites or site elements of parties not part of The Swatch Group Ltd. is not permitted. In-line linking or any other manner of incorporating parts of the Website on sites of parties not part of The Swatch Group Ltd. is equally prohibited.

7. Service access

7.1 While Swatch endeavors to ensure that the Website is normally available 24 hours a day, it will not be liable if for any reason it is unavailable at any time or for any period.

7.2 Access to the Website may be suspended temporarily and without notice in case of a system failure, maintenance or repair or for reasons beyond Our control.

8. Limitation of liability

8.1 In as much as permitted by law, and except for damage caused by intent or gross negligence, Swatch, and any other company of The Swatch Group Ltd., including the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, or consequential loss or damage, or any loss of income, profits, goodwill or data) in connection with the Website in any way or in connection with the use, inability to use or the results of use of the Website, any websites linked to the Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of or browsing of the Website or your downloading of any material from the Website or any websites linked to the Website.

9. Privacy

9.1 We care about your privacy and the protection of your personal data. Read our [privacy policy](#).

10. Miscellaneous

10.1 The failure of Swatch to exercise or enforce any right or provision of the Terms of Use will not operate as a waiver of any such right or provision. The section titles in the Terms of Use are for convenience only and have no legal or contractual effect. The invalidity or unenforceability of any provision of the Terms of Use does not affect or impair in any way the validity, legality and enforceability of the remaining provisions contained herein.

10.2 The Terms of Use are governed by and will be interpreted in accordance with Swiss law, without regard to any conflict-of-law rules or the United Nations Convention on Contracts for the International Sale of Goods. To the extent permitted by law, the competent courts at the place of the registered office of Swatch, currently Biel, Switzerland, will have exclusive jurisdiction in respect of any disputes arising from the Terms of Use and your use of the Website, subject to Our right to prosecute a user at his/her place of residence.

10.3 If you have any questions about the Terms of Use, write to

Swatch Ltd

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Switzerland

or via internet@swatch.com