MINI Canada.

Website Terms of Use

Last Update: April, 2025

MINI Canada, a division of BMW Canada Inc. ("MINI", "MINI Canada", "we", "us", "our") is responsible for the content of this website (the "Website").

The Terms of Use below govern your use of the Website and by accessing and using the Website, you agree to be bound by all the Terms of Use set forth herein. If you do not agree with these Terms of Use, your sole recourse is to leave the Website immediately. A copy of these Terms of Use may be downloaded, saved and printed for your reference.

OWNERSHIP / RESTRICTIONS ON USE

The Website is owned and operated by MINI.

This Website is made available free of charge and for personal use only and is not to be used for any commercial purpose. Any rights not expressly granted herein are reserved.

Any and all content including user generated content, data, text, graphics, animation files, video files, photographs, images, audio, video, software, trademarks, service marks, trade names, logos, typefaces and other information and material (collectively, the "Content") contained in this Website are proprietary to MINI, or are used under license by MINI Canada, its affiliates and/or third-party licensors. The Content is protected by Canadian and international copyright and trademark laws.

Except as set forth herein, you may not modify, copy, reproduce, publish, post, transmit, distribute, display, perform, create derivative works from, transfer or sell any part of this Content or otherwise use it for any public or commercial use except as permitted in these Terms of Use without the prior written consent of MINI Canada.

The names, logos and images on this Website which identify any MINI company or affiliate, or third parties and their products and services are proprietary marks of MINI, its affiliates, and/or its licensors or relevant third parties. These trademarks and other MINI banners, logos, service marks, design marks and any other intellectual property may not be modified, and they may not be used, downloaded, copied or distributed in any way except as an integral part of an authorized download, print, copy or transmission of material in these web pages. No other use, copying or transmission, solely within Canada, any portion of the Content on the Website for informational and non-commercial personal purposes only. Each copy of this Content must retain all copyright and other proprietary notices contained therein and the citation of the URL Source of such Content. Reproduction of multiple copies of the Content, in whole or in part, for resale or distribution is strictly prohibited except with the prior written permission of MINI Canada. Nothing contained in this Website shall be deemed to confer on any person any license or right on the part of MINI, and/or its licensors or any third party with respect to any such name, logo or image.

The products and services and technology or processes described in this Website may be subject to other intellectual property rights reserved by MINI, our parent company, affiliates, licensors, or any relevant third parties. No license is granted in respect of any such intellectual property rights.

CONFIDENTIAL

Furthermore, all marks, graphics, typefaces, trademarks and logos appearing on the Website are trademarks or trade dress of MINI Canada or are used under license by MINI Canada. No license to any MINI Canada intellectual property has been granted by your use of this Website. Our trademarks and trade dress may not be used in any manner for any purpose without our express written consent.

To obtain written consent for any of the above, please contact us at 1-800-567-2691.

REGISTRATION AND PASSWORDS

To access certain portions of the Website, you may be asked to complete an online registration form. In consideration for your use of this Website and the services provided on it, you agree to provide true, current, complete and accurate information as requested on any registration form to which this Website may direct you, and to update that registration information as soon as possible after any information on such registration form changes.

As part of the registration process, you may choose or be given a password and user name. You alone are responsible for keeping that password and user name confidential, and for any and all activity that occurs on this Website under such password or user name. You agree to immediately notify MINI Canada of any unauthorized use of your password or user name or any other breach of security.

USER CONDUCT

As a condition of your continued access to and use of this Website, you agree to abide by all applicable federal, provincial, territorial and other laws and regulations. In addition, without limiting the foregoing, you agree not to:

- e-mail, text, post, upload or otherwise transmit any material through the Website that:
 - constitutes unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
 - ii. infringes any patent, trade-mark, trade secret, copyright or other proprietary or privacy rights of any party;
 - iii. is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, racially ethnically or otherwise objectionable; or
 - iv. contains any form of destructive software such as a virus, worm, Trojan horse, time bomb, cancelbot, or any other harmful components or any other computer file, program or code, designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment;
- b. e-mail, text or otherwise transmit any material through the Website without the recipient's consent;
- harvest or otherwise collect or store any information (including personal information) about other users of the Website, including e-mail addresses, without the express consent of such users;

- d. for the purposes of misleading others, create a false identity of the sender or the origin of a message, forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Website;
- e. impersonate any person or entity, including but not limited to, a MINI Canada employee, or falsely state or otherwise misrepresent your affiliation with a person or entity:
- f. attempt to gain unauthorized access to the Website, other computer systems or networks connected to the Website, through password mining or any other means;
- g. interfere with or disrupt networks or servers connected to the Website or violate the regulations, policies or procedures of such networks;
- h. use, download or otherwise copy, or provide to any person or entity any Website users directory or other user or usage information or any portion thereof other than in the context of your use of the Website; and
- i. facilitate or encourage any of the above conduct.

The foregoing is hereinafter referred to as the "Code of Conduct".

TERMS AND CONDITIONS FOR PRODUCTS AND SERVICES ACCESSED FROM THE WEBSITE

The provision of details of products and services on this Website are for information purposes only and should not be construed as an offer to buy, sell or supply such products or services, and the seller or supplier may always accept or reject your offer at its sole discretion. The purchase of any product or service shall be subject to the terms and conditions of the applicable contract.

The Terms of Use should be read in conjunction with the separate terms and conditions for the sale or supply of the individual products or services which are referred to on this Website. In the event of any inconsistency between these Terms of Use and the specific product or service terms and conditions, the latter shall prevail.

While we have made every effort to ensure the information on this Website is up to date and accurate, neither we nor our parent company, any MINI affiliate, MINI Retailer or MINI Service Retailer can accept responsibility for your reliance on any information on this Website

We cannot promise that this Website will be uninterrupted or free of errors, bugs or viruses and we will not be liable if, for any reason, this Website is unavailable at any time or for any reason including, without limitation, computer virus or system freeze. Access may be suspended at any time without prior notice being given.

While we attempt to provide an accurate description of the vehicles and other products on this Website, we do not warrant the accuracy, completeness, reliability or currency of such descriptions. The information contained on this Website is intended only to provide a general indication of our products and pricing. Retailers are free to set individual prices. Prices and specifications including standard features, accessories, equipment, options and colours are subject to availability and MINI Canada reserves the right to revise pricing

and/or specifications at any time, without notice. Please see your local MINI Canada Retailer for more information on products and pricing.

Illustrations are representative only. The vehicle and product specifications on this Website are, unless stated otherwise, for the Canadian market only. These specifications (including what is optional and what is standard equipment) may vary in other markets. However, some vehicle images may be of models supplied in other markets, and not reflect specifications in Canada. MINI Canada will, subject to legal requirements, determine the Model Year designation of its vehicles. The Model Year designation on any particular model may be longer or shorter than twelve months. Models may be shown with features, accessories, equipment, options and/or colours not available in Canada, or available only at extra cost, or available only on particular models.

All of the information contained on this Website is for informational purposes only and in no way constitutes an offer to buy or sell MINI Canada vehicles. The purchase of any MINI Canada vehicle shall be subject to the terms and conditions of the applicable sale, lease, or financing contract.

Certain products and services may be available for purchase on this Website. PRODUCTS AND SERVICES DISPLAYED ON THE WEBSITE MAY NOT BE AVAILABLE AT ALL TIMES AND PRODUCTS AND PRICES MAY BE CHANGED, AND PRODUCTS AND SERVICES SUBSTITUTED OR DISCONTINUED AT ANY TIME. WHILE WE ATTEMPT TO PROVIDE AN ACCURATE DESCRIPTION OF ITEMS AVAILABLE FOR PURCHASE ON THE SITE, WE DO NOT WARRANT THE ACCURACY, COMPLETENESS, RELIABILITY OR CURRENCY OF SUCH DESCRIPTIONS.

Furthermore, always check the terms on which any product or service is supplied before making any commitment. Detailed product or service terms may be available on request. You should seek your own independent financial advice in relation to any taxation or accounting matters referred to on this Website, if applicable.

It is our goal to provide increased value to you, our visitors. Therefore, the Website might offer you links to other sites on the Internet that are owned and operated by MINI Canada affiliates or third parties that are not affiliated with us. Please understand that such linked websites are independent from MINI Canada and that MINI Canada has no control over the content of such websites. Consequently, MINI Canada cannot be held liable and makes no warranty or representation whatsoever as to the accuracy, timeliness and/or completeness of the information contained on such websites.

The links which we might place on our Website do not imply that we sponsor, endorse or are affiliated or associated with, or have been legally authorized to use any trade-mark, trade name, service mark, design, logo, symbol or other copyrighted materials displayed on or accessible through such sites.

Unless otherwise stated, all products and services on this Website are available only to residents of Canada.

The information and other materials contained in this Website may not satisfy the laws in countries outside Canada. If you choose to access this Website from outside Canada, you are responsible for (i) ascertaining to what extent local laws are applicable, and (ii) compliance with local laws. Any telephone numbers and charges shown, if applicable, only apply to calls made from within Canada.

You are solely responsible for any long distance or any other applicable charges.

FEES

MINI Canada provides the Website and related services at no cost. For mobile use, standard data, text message or other charges from your mobile carrier may apply. You are solely responsible for any costs incurred during your access and use of the Website and its services. Check with your mobile carrier for details on what charges may apply to you.

DISCLAIMER / LIMITATION OF LIABILITY

The information in this Website is intended for Canadian users only. While MINI Canada makes all reasonable efforts to provide accurate information on this Website, there is no guarantee or warranty of accuracy. Furthermore, we do not assume any liability for the accuracy or completeness of information presented on this Website.

ACCORDINGLY, THIS WEBSITE, INCLUDING THE CONTENT AND SERVICES PROVIDED HEREIN. IS BEING PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. MINI CANADA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. MINI CANADA DOES NOT WARRANT THAT THE FUNCTIONS ON THE WEBSITES WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. IN NO EVENT SHALL MINI CANADA BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOSSES, COSTS, CHARGES OR EXPENSES HOWEVER ARISING; INCLUDING WITHOUT LIMITATION ANY LOSS OF PROFITS, LOSS OF BUSINESS, DEPLETION OF GOODWILL OR SIMILAR LOSSES OR PURE ECONOMIC LOSS THAT RESULT FROM OR IN CONNECTION WITH THE USE OF, OR THE INABILITY TO USE, THE WEBSITES OR ANY CONTENT OR SERVICES, EVEN IF MINI CANADA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, OR CERTAIN LIMITATIONS ON IMPLIED WARRANTIES. ACCORDINGLY, THE EXCLUSIONS AND/OR LIMITATIONS ABOVE MAY NOT APPLY TO YOU.

INDEMNITY

You agree to indemnify and hold harmless MINI Canada, its affiliates, members, officers, employees, agents, and licensors from and against any and all losses, expenses, damages, claims, fines, penalties, costs and liabilities (including reasonable legal and accounting fees), resulting from your (or anyone acting under your password or user name) use of this Website, connection thereto, or any alleged violation by you of these Terms of Use, including, without limitation, the Code of Conduct.

PRIVACY

MINI Canada respects your right to privacy of your personal information. Please review our Privacy Policy for details on the manner in which we collect, use, disclose and otherwise manage any of your personal information.

CHANGES AND TERMINATION

MINI Canada reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website (or any part thereof) with or without notice. We will notify you of any material changes by posting an updated version of the Terms of Use on this Website. You are responsible for regularly reviewing the Terms of Use, including, without limitation, by checking the date of "Last Update" at the bottom of this document. Continued use of the Website after any such changes shall constitute your consent to be bound by such changes, with continued provision of the use of the Website constituting consideration from MINI Canada to you for so being bound. Your only right with respect to any dissatisfaction with (1) these Terms of Use (2) any policy or practice of ours in operating the Website or (3) any content available through the Website, My MINI Account and/or any My Garage product or service, is to stop visiting and using the Website, My MINI Account and/or any My Garage product or service.

APPLICABLE LAWS

These Terms of Use are governed by and construed in accordance with the laws of the Province of Ontario and of the laws of Canada applicable therein, and any dispute is to be submitted to a court of competent jurisdiction in the judicial district of Toronto, Province of Ontario. If any provision of the present Terms of Use shall be unlawful, void, or for any reason unenforceable, then such provision shall be severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions. To the extent permissible by law, you waive the right to trial by jury and the ability to participate in a class action.

These Terms of Use and any and all other legal notices or statements posted on the Website constitute the entire agreement between you and MINI Canada with respect to the use of the Website, including the Content.

USE OF FACEBOOK SOCIAL PLUGINS

One of the features of the Site is that a user has the ability to engage with social plugins ("plugins") from the social network facebook.com, which is operated by Meta Platforms, Inc., 1 Meta Way, Menlo Park, CA 94025, USA ("Facebook").

When you access the Facebook social plugin through our Site, your browser establishes a direct connection with the Facebook servers. The content of the plugin (e.g. a "Like" button) is transferred by Facebook directly to your browser, which then integrates it into our Site. The data that your browser sends to Facebook includes your user ID, the website you're visiting, the date and time, and other browser-related information. If you are logged out of Facebook, Facebook does not receive your user ID.

Commented [SS1]: Make sure hyperlink goes to MINI privacy policy

Commented [ND2R1]: Updated

You can find more information about Facebook's privacy practices at http://www.facebook.com/policy.php

NOTICE

Notices to you may be made via e-mail or regular mail, or in cases of changes to these Terms of Use or to the services offered by the Website, by posting notices or links to such notices on the Website itself.

If you have any questions or comments regarding these Terms of Use please contact us.

Last Update: April, 2025

©2025 MINI Canada. "MINI", the MINI logo, MINI model designations and all other MINI related marks, images and symbols are the exclusive properties and/or trademarks of BMW AG, used under license. All other marks are the property of their respective owners.