

General Terms and Conditions KINEPOLIS Movie Club (v1. 05/2023)

Article 1 Généralités

1.1 1.1 In these terms and conditions of Movie Club, a service of Utopia AG, the following terms have the following meaning :

- - Member: the natural person of full age or the natural person with the permission of a parent or legal guardian, with a valid main residence in Luxembourg, who has contracted a Membership with Kinopolis.
- - Membership: the contract between Kinopolis and the Member to attend film screenings in return for a monthly fee under the conditions described below, also known as "Movie Club".
- - Membership Fee: the monthly fee paid by the Member to benefit from the advantages of Movie Club. This fee is due at the beginning of the Membership and before each month in which the Membership is extended.
- - Utopia SA: the limited company established at 45, avenue J.F. Kennedy, 1855 Luxembourg, Luxembourg, VAT LU 160 90 380, hereinafter also referred to as "Kinopolis".
- - Film screening: any regular screening in a Kinopolis cinema, excluding: private screenings, film marathons, operas, ballets, concerts or other events for which an ordinary ticket is not valid (including but not limited to Ladies at the Movies, Ciné Breakfast, Horror Night, LuxFilmLab, etc.). Any Supplements are not included in a Film Screening.
- - Movie Club (card): the personal digital card issued by Kinopolis as proof of Membership and used to identify the Member.
- - Movie Ticket: the movie ticket that entitles the Member to one (1) Film Screening in a Kinopolis cinema as part of the Membership and in exchange for payment of the Membership Fees
- - Surcharge: fees which are not included in the Membership and which must be paid separately by the Member. There are for example Supplements for a long film, 3D, Cosy Seat, Laser Ultra, Atmos, 4DX, HFR, ethnic film, ScreenX, Imax or others. A complete overview of these Supplements and their prices can be found on the Kinopolis website.

1.2 The Membership is also subject to the internal regulations of the visited Kinopolis cinema. These house rules can be found on the Kinopolis website. If any provision of the house rules conflicts with any provision of these conditions, these conditions apply.

1.3 Kinopolis reserves the right to unilaterally modify these conditions for the following reasons :

When our costs have changed or we have good reason to expect them to change soon;

- If we have to make a change to comply with a law or regulation that affects us;
- Where the change we make improves the program or terms or adds new features
- To protect you and us from fraud or other harmful activity by third parties;
- If the way we run our cinemas changes and this requires us to change the way Movie Club works;
- Where we correct an obvious error in these terms;
- If we decide to remove items from the Movie Club if our members do not normally use them;
- To keep all our data up to date;

Kinopolis informs the Member by e-mail at least one month before the change takes effect and sends a new copy of the conditions to the Member. Kinopolis may also assume that the Member will inform Kinopolis of any changes in e-mail address in accordance with article 9.

In the event of changes that are detrimental to the Member, the Member may, if he/she so wishes, terminate the Membership free of charge within the aforementioned period of one month, with the termination taking effect on the date on which the change comes into effect. The Member may exercise this right in accordance with Article 5.2. If the Member does not terminate the Membership within the aforementioned period, he/she is deemed to accept the new conditions.

1.4 Kinopolis reserves the right to unilaterally terminate the Movie Club system without giving reasons, provided that a reasonable period of notice is observed.

Article 2 Movie Club Registration

2.1 In order to use Movie Club, the Member must first create a My Kinopolis account.

2.2 The Member then completes the online Movie Club registration form with his payment details and makes the payment. As soon as this payment has been made correctly, the Member receives a confirmation of the registration and the Movie Club card is activated.

2.3 The Member must be at least eighteen (18) years of age or have the permission of a parent or legal guardian, and have his or her principal place of residence in Luxembourg, in order to be able to contract a Membership.

2.4 Kinopolis reserves the right to refuse Membership, including, but not limited to, persons with whom a Membership has been previously terminated in accordance with article 5.3 of these Terms and Conditions.

2.5 Kinopolis reserves the right to block the Membership for a specific period or to terminate it permanently if the Member does not comply with these general terms and conditions. In this case, Kinopolis will not be liable for any refund or compensation.

Article 3 Movie Club rules

3.1 The Movie Club card is strictly personal and is not transferable. A Movie Club card includes the name of the Member.

3.2 The Movie Club card is valid in all Kinopolis cinemas in Luxembourg, such as Kinopolis Kirchberg, Kinopolis Belval and Ciné Utopia.

3.3 By paying the Membership Fees, the Member receives one (1) Movie Ticket per month for a Film Screening in a Kinopolis cinema in Luxembourg (excluding any Supplements). The Cinema Ticket is valid for 6 months after its issue.

3.4 The Member may purchase additional tickets for a Film Screening at a reduced rate, as mentioned on the Kinopolis website, for himself/herself and/or his/her +1. The Member must always be personally present at the Film Screening when using his/her tickets.

3.5 A maximum of two (2) Cinema Tickets, or one (1) Cinema Ticket and one (1) discounted ticket in accordance with Article 3.4, or two (2) discounted tickets in accordance with Article 3.4 may be used per Film Screening. If the Member wishes to have more tickets for a Film Screening, he/she shall pay the normal price displayed on the website starting with the third ticket. The Member may attend a maximum of three (3) Film Screenings per day using Cinema Tickets and/or discounted tickets in accordance with Article 3.4.

3.6 For Film Screenings for which Supplements are applicable, e.g. for a long film, 3D, Cosy Seat, Laser Ultra, Atmos, 4DX, HFR, ethnic film, ScreenX, Imax or other, the Member must pay them separately at the cash desk, online or at the ticket machine.

3.7 For each Film Screening that the Member wishes to attend, the Member is required to order a ticket at the Kinopolis cinema where the screening is taking place. This can be done via the official channels for purchasing Kinopolis tickets, including, but not limited to, the Kinopolis website, the Kinopolis mobile application, the ticket dispenser, the cinema box office, etc.

3.8 If no more tickets are available for the relevant Film Screening, e.g. because all tickets for this Film Screening have been sold, the Member cannot claim non-fulfilment of an obligation by Kinopolis.

3.9 The Movie Ticket and/or the discounted ticket in accordance with article 3.4 is only valid in combination with a Movie Club card. Access to the Film Screening may be denied if the Member cannot present a valid Movie Club card.

3.10 The Member is expressly prohibited from reselling the Movie Tickets, the discounted tickets in accordance with article 3.4 and/or other tickets issued via the Movie Club card.

3.11 Upon presentation of the Movie Club card, the Member receives a 10% discount on all food and beverages sold in the Kinopolis shop. This discount cannot be combined with other discounts or promotions. Note: this discount is not valid in the restaurants and bars of the Kinopolis complex.

3.12 The Member has the right to cancel the Membership, without payment of a fine and without giving any reason, within a cancellation period that expires 14 calendar days after receipt of the Membership confirmation by Kinopolis. In order to exercise this right of revocation, the Member must inform Kinopolis by means of an explicit statement (e.g. sent by e-mail to movieclub[dot]lu[at]kinopolis[dot]com). To do so, the Member can also use the standard revocation form that is available via the FAQ on the website. If the Member uses the Movie Club card within 14 days of its purchase and cancels it within the prescribed period, he/she pays an amount proportional to the price of an ordinary cinema ticket as mentioned on the website, per ticket purchased. In this case, Kinopolis has the right to apply compensation.

Article 4 Duration of the Membership

4.1 Membership shall take effect on the day of the first payment and shall be contracted for an indefinite period of at least 6 full months, except as provided in Articles 5.3 and 6.2.

4.2 After the above-mentioned period of 6 full months, the Member may terminate the Membership in the manner described in Articles 5.1 and 5.2.

Article 5 Termination or suspension of Membership

5.1 A Membership may be terminated in accordance with the minimum Membership period of 6 full months. In this case, the termination takes effect on the last day of the current period for which the Membership Fees have been paid.

5.2 Termination of Membership can only be done online via the Member's My Kinopolis account. More information on this can be found in the FAQ. The mere fact of not paying the Membership Fees does not constitute termination.

5.3 Kinopolis reserves the right to immediately terminate or suspend the Membership, without being liable for any refund or compensation, if the Member :

- has provided erroneous data ;
 - commits fraud in the use of the Movie Club card. Fraud includes: using a loaned, lost, stolen or copied Movie Club card and collaborating in the aforementioned acts; reselling in accordance with article 3.10; using the Movie Club card for profit;
 - does not comply with these general terms and conditions or the internal regulations of the Kinopolis cinema attended
- 5.3 The Member shall be liable to pay compensation if the Member has not fulfilled the payment obligation described in Article 7 in time (including in the case of a disputed transaction).

5.4 If the Membership is terminated and the minimum Membership period of 6 months has not yet elapsed, the Member shall pay compensation for the remaining minimum Membership period, except for a termination based on Article 1.3/6.2. The Member is not entitled to the return of Membership Fees already paid.

5.5 Upon termination of the Membership, all benefits/discounts associated with Movie Club shall cease. Movie tickets already available and legitimately obtained shall remain valid during their period of validity.

Article 6 Price

6.1 The (monthly) price of the Membership is stated on the Kinopolis website.

6.2 Kinopolis reserves the right to change the price of the Membership for the following reasons:

- Our costs have changed, or we have good reason to expect that they will change soon. This includes when there is a change in law or regulation that increases our costs;
- Applicable taxes and charges have changed (or new ones have been introduced);
- We add new features or enhance your Movie Club program. If this applies, we will increase the monthly fee by a reasonable amount to reflect the improvements;
- We have other business reasons for changing the monthly fee. We may increase or decrease the Monthly Fee for any other business reason, but we will notify you as set out below;
- if a VAT increase comes into effect during your program;
- If the price of ordinary B2C tickets is changed.

Kinopolis informs the Member by e-mail at least one month before the price change takes effect. Thereafter, if he/she so wishes, the Member may terminate the Membership free of charge on the date of introduction of the price change by cancelling it within the aforementioned period of one month. The Member may exercise this right in accordance with Article 5.2. If the Member does not terminate the Membership within the above-mentioned period, he/she is deemed to accept the new price.

7.4 Article 7 Payment

7.1 Membership fees are due monthly and are paid exclusively by direct debit, except for the first month. The first month must be paid online with the chosen payment method as indicated on the registration page. Via his My Kinopolis account, the Member can select several payment methods. It is not possible to pay the Membership Fees at the cash desk of a Kinopolis cinema.

The bank account with which the Member makes the first monthly payment will be used by Kinopolis to debit the following monthly membership fees. By paying the first monthly instalment, the Member authorizes Kinopolis to proceed (through a third party engaged by Kinopolis or not) with the monthly debiting of the Membership Fees.

7.2 To the extent required by law, Kinopolis will notify the Member of the prenotification of the direct debit at least 6 calendar days prior to the monthly initiation.

7.3 The Member may change the chosen payment method at any time via his/her My Kinopolis account. If the main payment method is refused or is no longer available, Kinopolis reserves the right to debit the membership fees from other payment methods linked to the member's account.

7.5 The monthly direct debit is initiated on the same day of the month as the Member's first payment.

7.6 If for any reason the direct debit cannot be made on the above-mentioned date, Kinopolis will inform the Member by e-mail. In this case, Kinopolis reserves the right to suspend or terminate its obligations under the Membership and to deactivate the Movie Club card.

7.7 The Member pays all payments in single monthly instalments. Different amounts will be reversed and will not be considered as a valid payment.

Article 8 Customer service

8.1 In the event of complaints, questions or problems regarding the purchase of the Movie Club card, Kinopolis advises the Member to first consult the FAQ on the Kinopolis website, where the most frequently asked questions are answered. The Member can also contact Kinopolis through this channel.

For any questions or complaints, the Member can also send an e-mail to movieclub@kinopolis.com.

8.2 If the Member does not agree with the decision of Kinopolis regarding the complaint, he/she can turn to the online "Alternative Dispute Resolution" platform in order to settle the complaint out of court. The Member can use the following email address of Kinopolis on this platform: movieclub@kinopolis.com.

Article 9 Client Data

The Member shall immediately inform Kinopolis of any changes to his/her data, such as changes in name, e-mail address or bank account number. Changes to this information can only be submitted via My Kinopolis.

Article 10 Engagement of third parties

Kinopolis is entitled to engage third parties in the execution of the Membership.

Article 11 Liability and force majeure

11.1 Kinopolis is not liable for any damage caused by the fact that Kinopolis relied on inaccurate and/or incomplete data provided by or on behalf of the Member.

11.2 If Kinopolis is liable for any loss, it is only liable for the direct loss suffered by the Member as a result of a breach and/or wrongful act by Kinopolis. The total liability under the Membership shall never exceed the twelve (12) month Membership Fees.

11.3 Kinopolis is never liable for consequential damages, in particular purely financial damages, loss of profit and immaterial damages.

11.4 The limitation of liability in this article does not apply in the event of intent or willful recklessness on the part of Kinopolis.

11.5 In the event of non-performance of an obligation, Kinopolis may invoke force majeure. Force majeure is deemed to exist in any case if a Film Screening cannot be held due to a technical or power failure.

Article 12 Droit applicable

This Membership is subject to Luxembourg law.

Privacy statement

As the controller of personal data, Kinopolis processes the Member's personal data in a correct and conscientious manner and always in accordance with the applicable privacy regulations. Kinopolis processes this personal data for the purposes and legal reasons described in its Privacy Policy on the Kinopolis website. The Member will also find here further information on the type of personal data that is processed, data retention period, profiling and data transfer.

The Member has the right to object to certain processing mentioned in the Privacy Policy. The Member also has the right to consultation, correction, erasure and portability of his/her personal data, as well as the right to obtain the limitation of processing in certain cases described in the Privacy Policy.

The Member can exercise all the above-mentioned rights easily via the self-service platform made available via his/her My Kinopolis account. If the Member has any further questions, he/she can also send an e-mail request to privacy@kinopolis.com.