

# CLUB PATHÉ TERMS AND CONDITIONS

VERSION SEPTEMBER 2025 – VALID FROM NOVEMBER 1, 2025

To ensure proper use of the Club Pathé membership (“Membership”), we have drawn up some terms and conditions (“Terms”). By signing up for Club Pathé, you agree to these. We ask you to read the Terms carefully so that you are aware of your rights and obligations. We may change the Terms at any time. The latest Terms will always be available in the Pathé application (“App”) or on the Pathé website (“Website”) and, if necessary, brought to your attention via email or hyperlink, or in some other way. By using the App again after changes or logging in to the Website again as a Member, you agree to these changes.

## 1. Participation in the Club Pathé Membership

- To create a Club Pathé account, you must be 16 years or older. By agreeing to the Terms, you declare that you are 16 years or older or that you have permission from your parents/guardians to create and use the Club Pathé membership.
- The Membership is strictly personal.
- Participation is only possible if you have a valid email address. To be able to reach you, we ask you to keep this information up to date. This can be easily done via the App and the Website.
- Pathé reserves the right to make changes to the points system, the program, and the Membership of Club Pathé. Pathé also reserves the right to terminate the Club Pathé program at any time.

## 2. Points (valid until May 1, 2026)

**Note:** From November 1, 2025, it will no longer be possible to earn points. From May 1, 2026, it will no longer be possible to spend points, and all provisions in this article will expire.

- The points remain valid until the phase-out of the points program on May 1, 2026.
- The balance of earned points can be found in your account, accessible via the App or the Website.
- Pathé does not guarantee that the balance is always updated.
- Points for cinema tickets purchased at the box office or online are generally credited within one (1) hour after the ticket is scanned before the start of the film in the cinema.
- Points for snacks and drinks purchased in the cinema are generally credited within one (1) hour after the products are scanned and paid for at the box office in the cinema.
- Points earned for the Pathé subscription are generally credited around the sixth (6th) of the month upon successful direct debit. If the direct debit fails or is canceled, the opportunity to earn points for the relevant amount is forfeited.
- If Pathé hands over the debt for collection, the opportunity to earn points for the relevant amount is forfeited.
- If you return purchases for which points have been earned or otherwise make use of the cooling-off period for distance purchases, the points for which you receive money back will be deducted from the earned points balance.
- If you cancel the direct debit for the Pathé subscription, the points received for the amount of the canceled direct debit will be deducted from the earned points balance.
- You can spend points by exchanging them in the Rewards Shop (accessible via the Website or the App) for vouchers (“Vouchers”). The Vouchers entitle you to (discounts on) products or services from Pathé or

(discounts on) products or services from third parties with whom Pathé has entered into a collaboration for Club Pathé ("Partners").

- When you spend points in the Rewards Shop, you enter into an agreement with the party offering the relevant product or service. This can be Pathé, insofar as you exchange points for Pathé products or services, but it can also be a Partner. You will be clearly informed about this in the Rewards Shop. Pathé is not responsible or liable for (performance) agreements you enter into with Partners.
- Vouchers for a particular promotion may be available for a limited time or in limited quantities (while supplies last). Vouchers are also valid for a limited time after acquisition. For more information on this, see the Rewards Shop when exchanging points or the email you receive after ordering a Voucher.
- Vouchers cannot be exchanged (back) for points, credits, cash, or other Vouchers. When the validity of a Voucher expires, no points will be refunded.
- Points and Vouchers are personal and non-transferable.
- Points expire upon deletion of the Club Pathé account. Any credit in points must be spent before deleting the Club Pathé account. If points are wrongly withheld or denied, Pathé's liability is limited to crediting the points. Pathé is not liable for any damage suffered by or in connection with Club Pathé points.

### 3. Personal data

- Your personal data will be processed in accordance with Pathé's Privacy Statement and applicable laws and regulations.

### 4. Loss and theft

- You are responsible for keeping your login details for your Club Pathé account confidential. As soon as you know or have reason to suspect that your login details or your Pass have come into the hands of unauthorized persons, we ask that you inform Pathé immediately and change your login details as soon as possible.
- If you have forgotten your password, you can create a new password yourself on the Website.

### 5. Liability

- Pathé makes every effort to provide and maintain the best possible App/Website, but does not guarantee that the (access to the) App and/or Website will function uninterrupted, be reliable, and always available.
- Pathé is not liable for any damage suffered by or in connection with Club Pathé promotions and/or the Membership to the extent permitted by mandatory law, and with the exclusion of damage resulting from intent or gross negligence on the part of Pathé. In particular, Pathé is not liable for damage resulting from:
  - Vouchers, services, or products delivered (not on time) by Partners;
  - apparent typographical/printing or typesetting errors (in offers);
  - unauthorized use of the Membership (by you or third parties);
  - (partial) inaccessibility of the Website and/or communication defects in connection with hardware, software, network, or other computer problems;
  - Pathé does not provide any guarantee regarding products or services from Partners purchased with Vouchers, including their timely and correct delivery.

### 6. No abuse

- It is not permitted to abuse (your Membership of) Club Pathé or to act in any way contrary to the Terms or in a way that causes damage to Pathé or its Partners.
- Pathé reserves the right to check the use of the Membership for compliance with the Terms.
- Abuse or violation of the Terms may lead to termination of the Membership by Pathé, whereby Pathé is entitled to reclaim any wrongfully obtained benefits and recover damages.

#### 7. Delete Club Pathé account

- You have the right to delete your Club Pathé account at any time. This can be done on the Website and in the App.
- It is not possible to delete your Club Pathé account if active tickets, vouchers, or subscriptions are linked to it. It is possible to terminate a current subscription and delete tickets and vouchers via your Club Pathé account.

#### 8. Miscellaneous

- Dutch law applies to these Terms and your Membership.
- If a dispute arises between you and Pathé, it will be submitted to the competent court in the district of Amsterdam.
- Pathé may transfer rights and obligations arising from these Terms to a third party. If you do not want this, you can terminate the Membership.

If you have any questions, you can of course contact us.

Yours sincerely,

Pathé Theaters BV

Chamber of Commerce number: 33161839