

Club Pathé terms & conditions – Pathé Theaters B.V. Nederland

In order to guarantee proper use of the Club Pathé membership ("Membership"), we have drawn up a number of conditions ("Conditions"). By registering for Club Pathé, you agree to this. We ask you to read the Terms and Conditions carefully so that you are aware of your rights and obligations. We may change the Terms at any time. The latest Terms and Conditions will always be available in the Pathé application ("App") or on the Pathé website ("Website") and, if necessary, brought to your attention via e-mail 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 this.

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 and Conditions, 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.
- By registering for a Club Pathé account you automatically save points
- After registering for Club Pathé, you will receive a QR code in the Club Pathé App that functions as your digital pass ("Pass") for collecting points and can be used in the cinema.
- The Membership is strictly personal.
- Participation is only possible if you have a valid email address. In order to be able to reach you, we ask that you keep this information up to date. This can be done easily via the App and the Website.
- Pathé reserves the right to make changes to the savings system, the program and the Membership of Club Pathé. Pathé also reserves the right to discontinue the Club Pathé program at any time. Changes can also affect points that have already been saved.

2. Earn points

- For every whole euro (€ 1) you spend at Pathé (both in the cinema and via the website) you get ten (10) points.
- As a subscriber, you will receive points every month based on your subscription duration after your minimum subscription period (4 months).
- No subscription discounts are given on purchases with a Club Pathé voucher.

- No points are awarded for business transactions, group transactions, and/or transactions handled via Pathé Business.
- You only save points if you have your Pass scanned when making a purchase at the cinema, or if you are logged in as a Member when making a purchase via the Website.
- When bonus points are awarded for certain promotions, the conditions for this will be stated for the relevant promotion.
- You only save points on the amount actually paid. When you buy an item at a discount, the price you actually pay determines the number of points that are credited.
- Purchasing a gift card does not earn any points. When you spend a Pathé gift card, points are awarded on the total amount.
- When you use combined promotions, the promotion that awards the highest number of points applies, unless it is expressly stated that stacking is permitted.
- If rewards are issued based on transaction(s), in principle these are only transactions registered on your personal account (ID). Pathé may be able to combine and define multiple transactions made within an hour on the same account into 1 transaction.
- In general, the points remain valid for one (1) year after acquisition of the points
- The balance of saved points can be found in your account, accessible via the App or the Website.
- Pathé does not guarantee that the balance is always up to date.
- Points for cinema tickets purchased at the box office or online will in principle be credited within one (1) hour after the ticket has been scanned in the cinema before the start of the film.
- Points for snacks and drinks purchased in the cinema are usually credited within one (1) hour after the products have been scanned and paid for at the cash register in the cinema.
- Points obtained for the Pathé subscription are in principle credited around the sixth (6th) of the month if the direct debit is successful. If the direct debit fails or is reversed, the option to earn points with the relevant amount expires.
- If Pathé outsources the claim for collection, the option to earn points with the relevant amount will no longer be available.
- When you return purchases for which points have been saved or (otherwise) use the cooling-off period for distance purchasing, those points for which you receive a refund will be deducted from the points saved balance.

- When 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 saved points balance.

3. Spend points

- You can spend points by exchanging them for vouchers ("Vouchers") in the Club Pathé Shop (accessible via the Website or in the App). The Vouchers entitle you to (discount on) products or services from Pathé, or (discount on) products or services from third parties with whom Pathé has entered into a partnership in the context of Club Pathé ("Partners").
- When you spend points in the Club Pathé Shop, you enter into an agreement with the party that offers the product or service in question. This could be Pathé, insofar as you exchange points for Pathé products or services, but this could also be a Partner. You will be clearly informed about this in the Club Pathé Shop. Pathé is not responsible or liable for (compliance with) agreements you enter into with Partners.
- Vouchers for a particular promotion may be available for a limited time or may be limited in quantity (while supplies last). Vouchers are also valid for a limited time after receipt. For more information about this, see the Club Pathé Shop when redeeming the points, or the email you receive after you have ordered a Voucher.
- Vouchers cannot be exchanged or exchanged for points, credits, cash or other Vouchers. When the validity of a Voucher has expired, points will not be refunded.
- Points and Vouchers are personal and non-transferable.
- If you have not saved or spent points for a continuous period of nine (9) months, we will ask you by email whether you wish to keep the points. If we do not receive a response to this and you do not save or spend any more points for a continuous period of three (3) months, the saved points will expire.
- Points expire when you delete the Club Pathé account. You must spend any credit in points before deleting your Club Pathé account.

4. Personal data

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

5. 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 people, 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.

6. Liability

- Pathé makes every effort to make and maintain the best possible App/Website available, 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 points or 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 side 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 with regard to products or services from Partners purchased with Vouchers, including their timely and correct delivery.
- If points are wrongly withheld or denied, Pathé's liability is limited to crediting the points.

7. No abuse

- It is not permitted to abuse (your Membership of) Club Pathé or to act in any way contrary to the Terms and Conditions or in a way that causes damage to Pathé or its Partners.
- Pathé reserves the right to check use of the Membership for compliance with the Terms and Conditions.

- Abuse or violation of the Terms and Conditions may lead to termination of the Membership by Pathé, whereby Pathé is entitled to cancel saved points, reclaim any wrongfully obtained benefits and recover damages.

8. 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.
- Points expire when you delete your Club Pathé account. You must spend any credit in points before deleting your Club Pathé account.

9. Miscellaneous

- Dutch law applies to these Terms and Conditions 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 and Conditions 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

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