

Visitor terms Pathé Theatres

November 2023

1 Concepts and applicability

1.1 In these visitor terms the following meanings will be applied to the following concepts:

- Pathé: Pathé Theatres B.V. and group partners in the Netherlands.
Cinema: The (theatre) building which Pathé owns or in any other way has a right to and the area bordering the (theatre) building which Pathé has a right to, businesswise or in any other way.
Visitor: Any who visits the cinema.
Voucher: Nationale Bioscoopbon, Pathé Voucher (www.pathe.nl/voucher) or Pathé Giftcard (www.pathe.nl/giftcard).

1.2 These visitor terms are applicable to all legal relations between Pathé and its Visitors, including any and all services provided by third parties within the buildings owned by Pathé.

1.3 All other conditions of Pathé, like discount-, privacy- and/or product conditions are located on www.pathe.nl/voorwaarden.

2 Common

2.1 At the Cinema you can only pay with debit card, credit card or Voucher.

2.2 Pathé retains all rights to make video and sound recordings at its Cinemas and during events. The Visitor will not object to usage or disclosure of their portrait or likeness.

2.3 If an object is lost and found in the Cinema they will be uploaded to iLost (<https://ilost.co/>) within 48 hours.

2.4 Parking at the Cinema is at your own risk.

3 Access, tickets and cancellation

3.1 Offers and notices of Pathé are non-committal. When a Visitor places an order, the agreement is created when Pathé accepts this agreement. Pathé retains the right to for example deny group orders.

3.2 During a visit to the Cinema, at all times the Visitor needs to be able to show a valid entry ticket to the (security) personnel of Pathé. When tickets are bought online for more than one Visitor, the e-ticket will be valid for all Visitors of the group.

3.3 Visitors of 14 of age and older need to be able to show a valid identification at the request of the (security) personnel of Pathé.

3.4 At some movies or shows there is a minimum age the Visitor needs to be, according to NICAM/Kijkwijzer (12 or 14 years of age). Visitors that do not meet the required age will be denied entry. If the Visitor is accompanied by an adult they will be able to enter.

3.5 At some movies or shows there is a minimum age the Visitor needs to be according to NICAM/Kijkwijzer (16 or 18 years of age). Visitors that do not meet the required age will be denied entry.

3.6 Ticket sales stop 10 minutes after the movie has started. The Visitor needs to be present at the screening not later than 15 minutes after the start of the movie. After these 15 minutes the main movie is presumed to have started and the Visitor will be denied entry to let the other Visitors enjoy their show without a nuisance.

3.7 Children of ages 2 and younger will be granted free access to the movie as long as they sit on the parents'/supervisors' lap, if this isn't possible they will need a paid ticket to enter. For children of ages 3 and older a paid ticket is always mandatory. Parents/supervisors are always responsible for the behavior of the children and might be requested to leave the screening if there would be a nuisance, they will receive no compensation for their tickets.

3.8 Chosen row and seat numbers are binding, unless (security) personnel of Pathé assigns you a different seat through circumstances.

3.9 Tickets that are bought online can be canceled up to 30 minutes before the show starts through the Pathé App, a Club Pathé account or the cancellation link in the ticket confirmation. Repayment happens within at most three working days through the payment channel. If the tickets were paid for with Giftcards or Nationale Bioscoopbonnen, repayment happens within several hours. Users of Vouchers will be granted a new Voucher through their e-mail within at most three working days. Tickets that have been bought in the Cinema can only be canceled at the Cinema before the start of the movie. The Visitor will then receive a fitting compensation.

4 Visitor behavior and security

- 4.1 The Visitor is expected to behave accordingly to the law and societal norms during their visit and is expected to follow instructions coming from the (security) personnel of Pathé
- 4.2 If requested by (security) personnel of Pathé, the Visitor needs to allow inspection of their (hand) luggage or co-operate with a (security) search.
- 4.3 Pathé has the rights to pause or stop a movie prematurely and remove Visitors that do not keep to the Visitor Terms. If the Visitor is removed, they will receive no compensation.
- 4.4 During a visit to the Cinema it is not allowed to:
- (a) smoke (including electronic cigarettes, vapes and related products);
 - (b) sell products or services ;
 - (c) bring animals (excluding guide dogs), personal consumptions, drugs, dangerous or annoying substances/objects and/or carry weapons within the Cinema;
 - (d) use photo, video, filming or recording equipment within the Cinema to record movies or others if Pathé hasn't granted permission;
 - (e) rest your feet on the backrest of the seat in front of the Visitor; and
 - (f) to carry large objects into the Cinema that are not necessary for the visit like skateboards, helmets, bikes, etc.
- 4.5 In case of a violation of the Visitor conditions including- but not limited to articles 4.1, 4.2 and 4.4, insulting, threatening, discriminating or molesting (abuse/physical violence) Visitors or (security) personnel of Pathé, repeatedly not following instructions provided by the (security) personnel of Pathé, destroying, damaging, getting rid of, embazzle, or thieving of goods, or nuisance created by the Visitor, Pathé has the right to;
- (a) remove the Visitor from the Cinema;
 - (b) deny the Visitor access to one or more Cinemas for a determined amount of time (a Cinema Restriction) and provide the police with a notification
 - (c) report it to the police;
 - (d) hold the Visitor accountable for damage dealt, including but not limited to losses and lost profits; and/or
 - (e) confiscate the recorded images/videos/sounds made by the Visitor.

5 Accountability and damages

- 5.1 The Visitor is responsible for their own safety during their stay at the Cinema.
- 5.2 Pathé is only accountable for damages to an individual or property if there was pre-determined or consciously determined recklessness by Pathé itself.
- 5.3 Pathé is not responsible for the individual actions of her personnel and others, as stated in articles 6:170 and 6:171 of the Civil Code.
- 5.4 The maximum accountability of Pathé is, regardless of the reason, limited to the amount that matches the costs of entry, except the determined amount described in article 5.5.
- 5.5 When Pathé is insured to the caused damages, her accountability is restricted to the amount that is granted by the insurances of Pathé in those specific cases, plus the deductible according to the insurance policies of Pathé.
- 5.6 Pathé is not accountable in case of force majeure. Things considered force majeure are, but not limited to, events, such as legally defined omission of third parties that influence the agreement, work conflicts, measures defined by instances of the state and other events that are beyond control for Pathé.

6 Complaints and dispute settlement

- 6.1 The Visitor can't invoke rights to that which is delivered and does not meet the agreement, in case Pathé does not immediately or if not realistically applicable, receive the complaint within 8 days after the Visitor discovered the issue.
- 6.2 In case of a complaint, the Visitor can contact the Pathé Customer service. Via www.pathe.nl/klantenservice , via telephone 088-5152000 (usual charge) or written to Pathé attn. Operations, Barbara Strozilaan 336-344, 1083 HN Amsterdam.
- 6.3 Filing a complaint doesn't mean a suspension of visitation.
- 6.4 On all legal relations between Pathé and the Visitor, the Dutch Law is applicable.
- 6.5 Disputes between Pathé and the Visitor settled in court will only be presented to the chosen judge in Amsterdam.