

ANNEXE NO. 2 TO THE MOVIE THEARTE RULES AND REGULATIONS

1. Definitions:

- a. Publisher or Cinema City - Cinema City Poland Sp. z o.o., with its registered office in Warsaw at ul. Fosa 37, 02-768 Warsaw, entered into the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw, XIII Commercial Division, under KRS number 0000707019, NIP 521-30-97-055, website: www.cinema-city.pl (hereinafter referred to as the Website), e-mail address pow.bok@cinema-city.pl, also known as "Cinema City",
 - b. Card – a gift card in the form of a gift voucher issued in the form of a bearer voucher or virtual card, entitles the User to redeem it by exchanging it for a Ticket at the Cinema City cinema and through the website www.cinema-city.pl or for a product at the Cinema City bar. Each card has a unique code. The card may only be used in Cinema City cinemas.
 - c. Physical Card – a type of Card in physical form purchased in one of Cinema City's stationary cinemas operating in Poland, containing a unique code;
 - d. eCard – a type of Card in a virtual form (graphic document), purchased through the Website, containing a unique code,
 - e. User – every Card owner,
 - f. Ticket – a document certifying the right to participate in a film screening at Cinema City cinemas.
 - g. Website – Publisher's website – www.cinema-city.pl.
 - h. Service Fee - additional fee in the amount of PLN 2.00 paid by the User in the case of exchanging the Card for a Ticket via the Website, unless a given type of Card contains such a service fee,
 - i. Region - the area of validity of the Card, indicated by the User during the purchase.
Region 1 – Warszawa, Janki
Region 2 – Łódź, Kraków, Poznań, Wrocław, Zielona Góra
Region 3 – Bydgoszcz, Starogard Gdański, Toruń, Bytom, Gliwice, Katowice, Cieszyn, Wałbrzych, Lublin, Częstochowa, Elbląg
Region 4 - Rybnik, Ruda Śląska, Sosnowiec
Region 5 – Bielsko-Biała
2. By purchasing and using the Card, the Card User declares that he/she has read and understood these terms and conditions, does not raise any objections to them and undertakes to observe them.
 3. Physical Cards can be purchased at the box office of any Cinema City in the Republic of Poland.
 4. The eCard can be purchased via the Website. eCard is purchased after the User completes the purchase form on the Website, including providing true data necessary to make a purchase, and after acceptance of the Cinema City Regulations, including these terms and conditions. The eCard shall be sent immediately after receipt by Cinema City of payment for the selected type of Card to the e-mail address provided by the User when filling in the order form.
 5. Cinema City owns Cards for sale, which can be redeemed in all Cinema City cinemas throughout Poland, as well as Cards for selected Region in specific Polish cities.
 6. Selection of the Region in which the Cards can be redeemed must be indicated before making a purchase.
 7. Cards purchased for Region 1 are valid in cinemas throughout Poland.
 8. Cards purchased for Region 2 are valid for Region 2, 3 and 4.
 9. Cards purchased for Region 3 are valid for Region 3 and 4.

10. Cards purchased for Region 4 are valid for Region 4.
11. Cards purchased for Region 5 are valid for Region 3,4 and 5.
12. Cinema City reserves the right to sell other types of cards, the scope of which will be described in separate regulations.
13. Before the film screening, the Card should be exchanged for Tickets:
 - a. at a Cinema City box office, or
 - b. on the Website (www.cinema-city.pl). All e-Gift Cards include a service fee.
14. The purchase of bar products using the Card may only be made in the bar of the Cinema City.
15. The basis for using the Card is its code, therefore the Client is obliged to protect the code of the Card and not to make it available to third parties, e.g. in the form of a photo. If the code shown on the Card is illegible or has been previously used (which was registered in the system), the Card will not be accepted by Cinema City's staff.
16. Possession of a Card does not guarantee the possibility of buying a Ticket for a given film screening. It is possible to book tickets in advance in the cinema or via the Website in accordance with the terms and conditions of a separate online ticket purchase and booking policy.
17. Cinema City sells the following Cards:
 - a. Physical Cards

Lp.	Type of Card	Application scope
1.	The Card is exchangeable for 1 ticket 2D	Selected Region
2.	The Card is exchangeable for 2 tickets 2D	Selected Region
3.	The Card is exchangeable for 2 tickets 2D + Duet Combo with popcorn	Selected Region
4.	The Card is exchangeable for 2 tickets VIP 2D	Cinema City Bonarka (Krakow) and Wroclavia (Wroclaw)
5.	The Card is exchangeable for 2 tickets IMAX 3D	Selected Region
6.	The Card is exchangeable for 2 tickets 4DX 3D	Selected Region
7.	The Card is exchangeable for 2 tickets ScreenX 2D	Cinema City Galeria Mokotów (Warszawa) and Korona (Wroclaw)

b. eCards

Lp.	Types of eCards	Application scope
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1.	The eCard is exchangeable for 1 ticket 2D	Selected Region
2.	The eCard is exchangeable for 1 ticket 3D	Selected Region
3.	The eCard is exchangeable for 2 tickets 2D	Selected Region
4.	The Card is exchangeable for 2 tickets 3D	Selected Region
5.	The eCard is exchangeable for 2 tickets IMAX 3D	Selected Region
6.	The eCard is exchangeable for 2 tickets 2D + Duet Combo with popcorn	Selected Region
7.	The eCard is exchangeable for 2 tickets 4DX 3D	Selected Region
8.	The eCard is exchangeable for 2 tickets VIP 2D	Cinema City Bonarka (Krakow) and Wroclavia (Wroclaw)
9.	The eCard is exchangeable for 2 tickets ScreenX	Cinema City Galeria Mokotów (Warszawa) and Korona (Wrocław)

18. Prices of particular types of Cards are included in the price list published on the Website at <https://www.cinema-city.pl/karta-podarunkowa>.

19. After exchanging a Card for a Ticket, it is not possible to return or exchange the Ticket.

20. Cards 2D are valid for 2D films in standard movie theaters. They are not valid in IMAX, 4DX, ScreenX and VIP halls.

21. Cards 3D are valid for 2D and 3D films in standard movie theaters. They are not valid in IMAX, 4DX, ScreenX and VIP halls. Glasses fee is included.

22. Cards IMAX 3D are valid for 2D and 3D films in IMAX and standard movie theaters. They are not valid in 4DX, ScreenX and VIP halls. Glasses fee is included.

23. Cards 4DX 3D are valid for 2D and 3D movies in 4DX and standard movie theaters. They are not valid in IMAX, ScreenX and VIP halls.

24. Cards VIP 2D are valid for 2D films in VIP halls (only in Cinema City Bonarka in Kraków and Cinema City Wroclavia in Wrocław) and in standard cinema halls. They are not valid in the IMAX, 4DX and ScreenX halls.

25. Cards ScreenX 2D are valid for 2D films in ScreenX halls and in standard halls. They are not valid in IMAX, 4DX and VIP halls.
26. The cards are not valid for special events and screenings, including film marathons, Ladies Night screenings, concerts, operas (the events are also marked on the Cinema City website).
27. Cards are not combined with other promotional offers in Cinema City, unless the terms and conditions of a given promotion provide for such a possibility.
28. User has the right to make a surcharge on the 2D Card in order to purchase a Ticket in a format other than the one indicated on the Card, in accordance with the price list of surcharges available at the cinema and on the Website.
29. The Card User is entitled to hand it over to a third party free of charge.
30. By handing over the Card to a third party, the Card User is obliged to inform the next User about the rules of using the Card specified in these Regulations.
31. Cinema City shall not be liable for failure of the Card owner to pass on to a third party the information specified in these Regulations.
32. The Card User is not entitled to resell the Card without Cinema City's prior written consent.
33. In case of a Card complaint, a proof of purchase must be presented.
34. Cinema City does not accept returns of physical Cards. It is not possible to exchange the Card for cash or to issue a duplicate of the Card.
35. The User has the right to withdraw from the eCard purchase agreement (Card purchased remotely) within 14 days without giving any reason. The period for withdrawal from the agreement expires after 14 days from the date of receipt of the eCard. In order to execute the right to withdraw from the agreement, the User should inform the Publisher of his decision to withdraw from the agreement by way of an unambiguous statement sent to the e-mail address pow.bok@cinema-city.pl or by traditional mail to the address of Cinema City Poland Sp. z o.o., ul. Fosa 37, 02-768 Warsaw. The User may use the model withdrawal form set out in point 27 of this Annex, but this is not mandatory. In order to comply with the withdrawal period, it is sufficient for the User to send information on the exercise of his right of withdrawal before the expiry of the withdrawal period. In the event of termination of this agreement, we shall return all payments received to you as soon as possible, and in any event no later than 14 days from the date on which Cinema City was informed of the decision to exercise the right to withdraw from the agreement. Cinema City will refund payments using the same payment methods as those used by you in the original transaction, unless you agree otherwise, and in any case you will not be charged any fees in connection with the refund. For the avoidance of doubt, the right of withdrawal shall not apply in the case of using the Card, i.e. replacing the Card with a Ticket.
36. Cinema City shall not be liable for loss, destruction or theft of the Card. If the Card is lost, no duplicate of the Card will be issued.

37. The Card is valid for 6 months from the date of purchase.
38. It is not possible to extend the validity of the Gift Card.
39. The current repertoire is available at www.cinema-city.pl
40. The Controller of Users' personal data is Cinema City. The processing of your personal data shall be for the purpose of enabling Cinema City to provide the services and goods specified in these terms and conditions and ordered by you. Personal data may also be processed for the purpose of improving Cinema City's products and services, marketing its own products and services, and protecting Cinema City's rights, in particular against claims – on the basis of the Controller's legitimate interest in developing and promoting Cinema City's services. Personal data may also be processed for other purposes, on the basis of a separate consent of the User, in accordance with the scope of each time specified in the content of the consent. Processing of data is based on Article 6(1)(a) (consent of the User), (activities necessary for the performance of the service) and (legitimate legal interest of the Controller) of Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC ("GDPR"). Providing personal data is voluntary, in some cases necessary for the implementation of the Agreement (e.g. for the delivery of the eCard). Every data subject has the right to demand from the Controller access to the Data, correct, delete or limit the processing, the right to object to the processing, the right to lodge a complaint to the supervisory authority - the President of the Office for the Protection of Personal Data, as well as the right to transfer the data. If the processing of data is based on consent, the User has the right to withdraw it at any time without affecting the lawfulness of the processing which was carried out on the basis of consent prior to its withdrawal. Data will be stored, for the duration of the Agreement and after its termination, until the expiration of the statute of limitations of any claims under the Agreement in accordance with the provisions of the Civil Code. The Controller has appointed a Data Protection Officer, who can be contacted by e-mail: iod@cinema-city.pl or by correspondence: ul. Fosa 37, 02-768 Warsaw. More information about the principles and basis of personal data processing is specified in the Privacy Policy.
41. A model withdrawal form can be downloaded
[url: <https://www.cinema-city.pl/static/dam/jcr:d635a796-33b1-41f1-80a6-4e6db2f89a9c>]