

TERMS AND CONDITIONS OF SEAT RESERVATION AND ONLINE TICKET PURCHASING FOR "CINEMA CITY" CINEMAS VIA THE SITES, I.E. WEBSITE WWW.CINEMA-CITY.PL OR MOBILE APPLICATION

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I. GLOSSARY

1. Cinema/Cinemas - all or one of the multiplexes marked with the "Cinema City" or "IMAX" logo indicated on the Website, to which a ticket can be purchased via the Website.
2. Terms and Conditions - these Terms and Conditions for reservation of seats and purchase of tickets for "Cinema City" cinemas via the website www.cinema-city.pl and the Cinema City Mobile Applications, as well as any amendments thereto introduced in accordance with its provisions by the Operator of the Website;
3. Website - address: <https://cinema-city.pl/>, including the Cinema City Mobile Application, administered by Cinema City and other websites and applications owned or operated by or on behalf of Cinema City;
4. Mobile Application - an application made available to the User by Cinema City which can be downloaded from the App Store (IOS) and Google Play (Android);
5. Operator of the Website - Cinema City Poland Sp. z o.o. with its registered office in Warsaw at 37 Fosa Street, 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, e-mail address: bok@cinema-city.pl, also called "Cinema City";
6. User - a person who makes a reservation and/or buys a cinema ticket via the Website;
7. Mobile Application - an application that Cinema City may provide to the User, available to download from App Store (IOS) and Google Play (Android);
8. Privacy Policy - principles of collecting and processing Users' personal data, storing and protecting personal information;
9. Account - an individual online account of the User, within which the data of the registered User are collected. The terms of access and use of the Account have been regulated in detail in the Regulations on the rendering electronic services.

II. GENERAL PROVISIONS

1. These Terms and Conditions set out the detailed conditions for reserving seats and purchasing tickets to the cinema through the Website, which is operated and managed by the Website Operator.
2. The Operator of the Website provides services through the Website in a manner consistent with the provisions of the Regulations. The Operator of the Website reserves the right to change and update the content of the Terms and Conditions at any time, with each change of the Terms and Conditions being communicated to the Users of the Website by posting information about the change on the Website and posting the changed Terms and Conditions on the Website.
3. Before using the booking process and/or purchasing tickets via the Website, the User should read the Terms and Conditions and confirm the fact that they have read and accepted their content by "clicking" on the "accept" option in the window opened automatically.
4. The terms of these Regulations are applicable if the User reserves seats and/or purchases tickets via the Website.
5. These Conditions were last updated on 06.04.2022.

III. RESERVATION OF SEATS AND PURCHASE OF TICKETS ONLINE

1. Tickets may be purchased online through the Site, i.e. via the Website or Mobile Apps.
2. Reservation of seats can be made only by users who have an account and are logged in through the Website
3. In order to reserve a seat or purchase a ticket, please fill in the reservation or purchase form with correct and up-to-date data and follow the instructions on the website. Cinema City asks you to fill in the form carefully and completely. Failure to follow the instructions may result in the inability to reserve or purchase a ticket effectively.
4. The User may at the same time either reserve a seat in a cinema hall or purchase a ticket.
5. During the reservation process and the purchase of a ticket at the same time, the User selects seats in the cinema using the visualization of the cinema room. The process of selecting seats in the cinema should be completed at the time indicated in the system of purchase or reservation of seats. The lapse of time causes the unlocking of selected places and the necessity of restarting the reservation /purchase process by the User.
6. The Operator of the Website has the right to indicate the seats in the cinema hall that the User may reserve only when purchasing a ticket electronically. These seats will be clearly marked during the reservation process. The Website Operator also has the right to organise a screening of selected screenings and make it available for ticket purchase only (i.e. for such screenings, seat reservation without ticket purchase is not possible).
7. Cinema City reserves the right to make ad hoc operative changes on its halls seating plans to meet all enforced capacity regulations, which might change from time to time. As a result, booked/reserved seats might change. Cinema City may send notifications to inform about the changes using contact details as provided during the online booking process.

8. In the event of a malfunction of the reservation or purchase form provided on the Website, please contact us immediately at the following email address: bok@cinema-city.pl. This is the basis and condition of a successful complaint regarding the inability or difficulty to purchase tickets online.
9. If the User makes only a reservation of a seat in the cinema for a screening selected by the User without purchasing a ticket electronically, the User should purchase a ticket for the movie covered by the reservation at the ticket office or ticket machine of the given cinema no later than 30 mins before the beginning of the screening.
10. If the User fails to purchase a ticket for the screening for which he or she has reserved a seat in the Cinema within the time limit specified in clause 7 above, the reservation of such a seat will be cancelled.
11. After purchasing and paying for the ticket, in accordance with the provisions of Chapter IV of the Rules and Regulations, the ticket can be printed at home or presented on a mobile device. Please verify immediately that the data on the ticket is correct and consistent with your order, in particular: the film title, the screening date and time and the name of the cinema. The final fee for tickets purchased electronically includes a service charge of PLN 2.00 added to each purchased ticket.
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13. The purchased ticket entitles you to attend the screening, and its presentation is a condition for entering the cinema.
14. If you purchase a ticket with a discount, you must also present the cinema employee with a document confirming your right to the discount.
15. In case of films in Master Image 3D technology, Master Image 3D glasses can be purchased together with the ticket. In such a case the price of the glasses will be added to the ticket price in accordance with the current price list. If you have your own Master Image 3D glasses, you can only buy a ticket for the show. Cinema City informs you that without Master Image 3D glasses proper reception of the movie is not possible
16. In case of movies in IMAX 3D technology, IMAX 3D glasses can be purchased together with the ticket. In this case, the price of glasses according to the current price list will be added to the ticket price. If you have your own IMAX 3D glasses, you can only purchase a screening ticket. Cinema City informs that without IMAX 3D glasses it is impossible to properly experience a movie.
17. In case of Dolby 3D movies, together with a ticket it is necessary to pay for renting Dolby 3D glasses. In such a case the price of the glasses will be added to the ticket price in accordance with the current price list. Cinema City informs you that without the Dolby 3D glasses you will not be able to watch the movie properly.
18. Master Image 3D glasses purchased online will be issued directly before the screening on the basis of the ticket print. The purchased glasses are the property of a customer.
19. IMAX 3D glasses purchased online will be issued directly before the screening on the basis of the ticket print. The purchased glasses are the property of a customer.
20. The Customer's failure to collect the glasses does not constitute a basis for claiming a reduction in price.
20. The Dolby 3D glasses will be issued right before the screening on the basis of the ticket print. The Dolby 3D glasses should be returned to the cinema staff after the screening.

IV. PAYMENT FOR TICKETS

1. Payment for a ticket ordered through the Website is made by means of available payment services, where the User will be redirected immediately after placing the order, on the terms set out in the regulations for making payments in payment services.
2. The User has the possibility to pay for the ordered Tickets only by means of payment methods made available by available payment services.
3. Payment resulting from one order should be made once, in full and include the price of all ordered tickets.
4. Payment should be made no earlier than at the time of placing an order and no later than 15 minutes after placing an order. After the unsuccessful expiration of the deadline for payment, the User's order will be canceled and the User will be informed about it by e-mail message sent to the address indicated in the order.
5. The prices indicated on the Website pages, in the order confirmation, and on the ticket are gross amounts, including VAT calculated in accordance with applicable regulations. The final amount of the ticket fee purchased online includes a service fee of 2,00 PLN added to each purchased ticket.
6. After the payment has been made, the User will receive a confirmation e-mail, which will be sent to the address given during the order placement.
7. The User's failure to collect or rent glasses shall not constitute grounds for claiming a reduction in price.
8. Complaints concerning payments should be submitted in accordance with the rules and regulations published on the website of the relevant provider of the individual payment services.
9. By using the payment of the selected payment service, the User accepts the payment rules and the privacy policy of the payment service of their choice.

V. VOUCHERS AND GIFT CARDS

1. Cinema City offers various types of vouchers that can be exchanged for a ticket or selected products available at the cinema bar. The rules of using and acquiring these vouchers are defined in Appendix 1 to the Cinema City Terms and Conditions. These vouchers can be exchanged for tickets - in order to purchase a ticket, instead of making a payment in accordance with point IV hereof, you need to enter W Witness, the name of the place where you want to buy a ticket. In order to purchase a ticket, instead of making a payment in accordance with Point IV of these Terms and Conditions, you need to enter the code placed on the voucher on the Site in the space provided. Such exchange of a voucher may result in an additional service fee of PLN 2.00 to be added to each online ticket ordered. Cinema City may also offer certain types of vouchers and other prepaid products that allow users to exchange them for a cinema ticket that already includes a service fee, such as gift cards.
2. Cinema City offers various types of gift cards for sale which can be exchanged for a ticket or selected products available at the cinema bar. The rules governing the use and purchase of gift cards are specified in Appendix 2 to the Cinema City Terms and Conditions. These cards may be exchanged for tickets in order to purchase a ticket and in lieu of payment - in accordance with the provisions of Article 1 of this Chapter.

3. After making the reservation and entering the appropriate code, the User will receive a confirmation email, which will be sent to the address provided during the order placement.
4. 4. The Competition Voucher, the Entry Card Voucher and the Press Voucher are not tickets purchased electronically and are not subject to the general rules for reservation and purchase of tickets via the Site, which means that they are exchangeable for a ticket at the cinema ticket office (no possibility of exchange for a ticket on the Site).
A technical voucher is not a ticket purchased electronically, although it is possible to exchange it for a ticket both on the Website and at the cinema ticket office.

VI. RETURN OF TICKETS

1. Purchased tickets are not exchangeable for tickets at a different price, for another movie, or for another screening or day.
2. A refund for a ticket purchased online can be made no later than 2 hours before the screening for which the ticket was purchased via the MyCinemaCity account in the Mobile App, the Website. The User shall not be refunded for the service fee of PLN 2.00.
3. The Website Operator informs that the right to return a ticket is excluded for:
 - o tickets received as a result of exchanging a voucher or gift card in accordance with Section V,
 - o tickets purchased for special events (e.g. Ladies Night screenings, film marathons, operas, concerts); information about special events is published on the Website,
 - o tickets purchased through the Website without prior registration of a user account ("Guest")
4. Discounted tickets, i.e. tickets purchased pursuant to promotions organized by Cinema City at discounted prices (in relation to regular prices in accordance with the applicable price list) may not be returned or exchanged, unless the rules of a given promotion explicitly provide otherwise.
5. Pursuant to Article 38, Section 12 of the Act on Consumer Rights, the right to withdraw from a contract concluded away from business premises or at a distance does not apply to a contract for the provision of services related to entertainment, sporting or cultural events, if the contract specifies the day or period of service provision.

VII. PERSONAL DATA PROTECTION

1. In connection with the process of reserving seats or purchasing tickets via the Website, the User will provide the Operator of the Website with the User's personal data. The administrator of personal data is the Operator of the Website, Contact to the Website Operator is given in Chapter I point 4 of the Regulations;
2. The use of the Website is voluntary; however, the use of certain services, in particular to purchase tickets or reserve a seat, may require the User to provide personal data.

3. The Administrator of the Website 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.
4. Personal Data are processed for the purposes described in the Privacy Policy and includes processing in order for enabling and correct implementation of the ordered services/products (basis: Article 6 (1) letter b of Regulation of the European Parliament and of the Council 2016/679 of 27/04/2016 on the protection of individuals with regard to the processing of personal data and on the free the flow of such data and the repeal of Directive 95/46 / EC ("GDPR"), in particular for the purpose of:
 1. consideration of any complaints, archiving or current contact related to the ordered service/product - based on our so-called legally legitimate interests, which are respectively: clarification of matters, defense or settlement of claims, the need for ongoing contact (basis: Article 6 paragraph 1 point f) of the GDPR),
 2. improvement of our products and services, development of new products and services and marketing activities of own products and services (in the traditional form) - based on our legitimate interests, which are mentioned in this section of activities including the pursuit of development and promotion of Cinema City services (basis : Article 6 paragraph 1 point f) of the GDPR),
 3. and with separate consent - in the scope covered by the statement (basis: Article 6 paragraph 1 point a) of the GDPR).
 4. and enable Cinema City to comply with its legal obligations (basis: Article 6 (1)(c) of the GDPR).
5. In case of ticket purchase by the User, his personal data may be transferred to the payment operators operating the services referred to in Chapter IV point. 1 only for the purpose and to the extent necessary to enable payments to be made. The entities to which the data are made available shall be separate controllers of those data. We would like to inform you that you have the right to access your data and correct them also with these entities. With the exception of the above and cases specified in detail in separate clauses of consent to the processing of personal data, provisions of the Terms and Conditions, cases of disclosure of data to employees or collaborators of the Website Operator or entities providing support to the Website Operator on the basis of concluded agreements to entrust data processing or cases specified by law (such as, for example, sharing personal data contained in paper correspondence with postal operators or carriers to deliver correspondence, sharing personal data with state authorities), Users' personal data provided to the Website Operator will not be disclosed to third parties.
6. The Operator of the Website informs that requests for consent are addressed to persons with full legal capacity, who can make such a statement on their own behalf and persons with limited legal capacity who act with the consent of a parent or legal guardian and have obtained his consent to take actions to conclude a contract and make statements and consents in accordance with the Regulations and the Privacy Policy.
7. The Operator of the Website ensures that personal data provided to the Operator of the Website by Users will be protected by technical means ensuring the highest level of security of Users' personal data, in accordance with applicable regulations;

8. The Operator of the Website informs that the User has the opportunity to take advantage of currently available promotions organized by the Operator of the Website. The details and conditions of the promotion will be described each time in separate regulations of promotions made available to Users through the Website. Taking advantage of the promotion is possible on the terms and conditions specified in each case in the regulations of the promotion. The Operator of the Website informs that personal data of the User using the promotion will be processed only for the purposes indicated in the regulations of the promotion, in particular in order to confirm that the conditions for participation in the promotion and its implementation have been met and to consider possible complaints. Providing data for this purpose is voluntary and the Users participating in the promotion have the right to access the content of their data and correct them.
9. The Operator of the Website informs that the data subject has the right to access and rectify, delete, limit the processing, the right to transfer or object to the processing, the right to withdraw consent at any time without affecting the lawfulness of data processing prior to revocation. The data subject has the right to lodge a complaint with the President of the Office for the Protection of Personal Data, if he considers that the processing of his personal data violates the provisions of the GDPR.
10. The data will be processed until the realization of the purpose for which they were collected, and for archiving purposes - not longer than it is necessary until the expiry of the deadline for filing a claim for the service provided, in accordance with the provisions of the Civil Code. If we process data with permission, they will be stored until consent is withdrawn.

VIII. QUESTIONS AND COMPLAINTS

1. Any questions and complaints regarding the process of reservation of seats and purchase of tickets via the Website may be submitted within 7 (seven) calendar days from the date of purchase
2. A complaint may be sent to the Website Operator by e-mail using the Contact tab on the Website or to the e-mail address bok@cinema-city.pl.
3. In the complaint, the User should state what the complaint concerns and provide the transaction number. The Website Operator does not take responsibility for incorrect purchases made by the User, in particular due to providing incorrect or inaccurate data.
4. Answers to questions and complaints are provided by the Website Operator via e-mail without unnecessary delay, no later than within 14 days from receiving the notification. In justified cases, the deadline for responding may be extended to a maximum of 30 days, stating the reason for the delay.
5. Consideration of a complaint by the Website Operator does not exclude the User's right to pursue claims on general terms.

IX. FINAL PROVISIONS

1. In matters not regulated by the Terms and Conditions, the provisions of the Act of 30 May 2014 on consumer rights, Journal of Laws 2014. item 827 shall apply, and to the extent indicated in the above mentioned Act, the provisions of the Civil Code.

2. These Terms and Conditions are available free of charge via the Website, which enables its download, recording and printing, as well as at the box office of the Cinema (and may be used for the User's informational, personal, non-commercial use only).
3. These Terms and Conditions may be amended by the Operator of the Website. The Operator of the website will inform about the planned change 14 days in advance, placing it on the website in a place visible to the User before making a purchase; however, the existing provisions apply to orders placed before the date of entry into force of the changes, unless the User agrees in writing to the application of the new provisions to the User.
4. In matters not regulated by these Terms and Conditions, other regulations available in the cinema area and on the website www.cinema-city.pl shall apply.