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CINEMA CITY UNLIMITED TERMS AND CONDITIONS

1 Introduction

- 1.1 These Conditions apply to all Unlimited Cards. You will be required to confirm that You agree to be bound by these Conditions and if You do not yet have an Account, the Regulations for the provision of electronic services located at the address <https://www.cinema-city.pl/regulamin-uslugi-droga-elektroniczna> (hereinafter referred to as: Regulations for the provision of electronic services) during the purchase process. Please read them carefully and make sure that You understand them before You register.
- 1.2 We recommend that You print and keep a copy of these Conditions and the above Regulations for the provision of electronic services for future reference.

2 Definitions

- 2.1 In these Conditions, the following words have the meanings set out against them:

Agreement: the agreement between You and Cinema City for the purchase and/or use of an Unlimited Card, part of which constitutes these Conditions, described in detail in point 4 of the Conditions;

Cancellation Period: the period starting on the date of purchase of the Unlimited Card and ending fifteen (15) days from (and including the date of) Your receipt of the confirmation email containing the Agreement with information about the right to cancel;

Cinema City: the company identified in clause 4.2;

Cinema City Cinemas: all Cinema City cinemas owned and operated by Cinema City in the Territory;

Regulations: the general terms and conditions set out in the Regulations Of Cinema City cinemas applying to customers' attendance at Cinema City's Cinemas, available online on www.cinema-city.pl/regulamin-cinema-city;

Conditions: these written terms and conditions;

Initial Period: the minimum subscription period selected by You during the online Application process, currently either three (3) months when joining with the Monthly Payment Plan and twelve (12) months when joining with the Annual Payment Plan) from the Start Date; after the Initial Period, the Agreement is automatically extended for an indefinite period of time, unless it is amended or terminated in accordance with the provisions of these Regulations;

Legitimate Grounds: where the Card User is unable to use the Unlimited Card for a continuous period of two calendar months due to medical reasons or because the Card User moves to a permanent address outside the Territory;

Privacy Policy: Cinema City's privacy policy set out on www.cinema-city.pl/privacy-policy-pl;

Start Date: the date on which a subscription confirmation email is issued by Cinema City;

Membership Cinema: Customer's preferred Cinema City cinema, as selected during the application process for an Unlimited Card, necessary to determine the Subscription Group and the type of Unlimited Card;

Membership Group: Membership Group identified in clause 6.1 hereof;

Subscription Period: the Initial Period and any extended period for which Agreement is binding, , including the period during which the Agreement is extended for an indefinite period of time;;

Territory: Poland;

Plastic Unlimited Card: plastic card, issued only until April 30th, 2025, enable the Card User to enter to Cinema City Cinemas in the Territory during the Subscription Period, subject to the Conditions;

Unlimited E-card: a virtual card available in the Cinema City Mobile Application, enable the Card User to enter Cinema City Cinemas in the Territory during the Subscription Period in accordance with the Conditions and the Regulations for the provision of electronic services. The Unlimited E-card User is required to have an active Account and a mobile

device with Android or IOS that allows access to the Internet and operates the Application and/or Website throughout the Subscription Period;

Unlimited Card: Plastic Unlimited Card or Unlimited E-Card;

Cinema City mobile application or Application - an application that Cinema City makes available to the User, available for download from the App Store (IOS) and Google Play (Android). The use of the Application requires a device which operating system is compliant with the current technical requirements specified on the application page in the App Store and Google Play, provided that these requirements may change in connection with technological development;

Customer Service: Unlimited Subscriber Service, which can be contacted via: email: unlimited@cinema-city.pl, phone: +48 222 419 222; post: Biuro Obsługi Klienta Unlimited, Warsaw, 02-768 Warszawa, ul. Fosa 37; Contact form: www.cinema-city.pl/kontakt (Unlimited Category);

ATM: electronic device available at selected Cinema City premises where you may buy and collect Cinema City tickets;

Working Day: Monday to Friday, excluding any public holiday;

You: the person who enters into Agreement for the purchase of an Unlimited Card;

Card User or User: the person named as such on the Unlimited Card;

Juvenile: Individual, below 18 years old, not having full legal capacity to act represented by parent or legal guardian;

Website: a website available at <https://cinema-city.pl/>, administrated by Cinema City;

Account: an individual online account of the Card User, under which the data of the Registered and Logged Card User is collected. The terms of access and use of the Account have been regulated in detail in the Regulations for the provision of electronic services.

3 Application process

- 3.1 You may apply for an Unlimited Card for Yourself by completing the application form on Cinema City's Website. You may have only one Service Agreement and/or use of the Unlimited Card at any time. You cannot apply on behalf of another person. By applying for an Unlimited Card You are expressly requesting that the Unlimited membership start immediately on receipt of an email containing the details of Card User's Unlimited Card (referred to in clause 3.3 below).
- 3.2 Cinema City will process your application(s) and will confirm whether or not your application(s) is/are accepted at the end of the signup process. Cinema City may decline all or part of your application for the following reasons: (i) age below 16 years; (ii) you do not have legal capacity or full capacity to act, or in the case of limited legal capacity, you act without the consent of a parent or legal guardian; (iii) the debit/credit card is invalid or debit/credit card being rejected; (iv) You breach of another agreement between you and Cinema City prior to the submission of the application; (v) You breach of the Regulations prior to the submission of the application or (vi) You did not provide a proper photo. If your application is declined, Cinema City will notify You as soon as practicable as to the reason for this.
- 3.3 The Agreement between You and Cinema City will be concluded at the moment Cinema City accepts your application and sends you a confirmation email containing the Agreement and issues the details of the Card User and the appearance of the Unlimited Card in the Application, which will occur at the same time. Email may serve as temporary Unlimited Card (as set out in clause 6.3), which the Card User may use within the period specified in the email or until the Plastic Unlimited Card is delivered to the selected Cinema or the Unlimited E-card is made available in the Application (depending on which form of card is applicable). The Card User is obligated to show the Unlimited Card, either on a printout or the Card User's mobile device at the Cinema City Cinema in order to use membership. The Unlimited Card will be available in the Application if Cinema City maintains such technical possibility. In the event of failure to maintain the Application, Cinema City will immediately indicate to the Card User another possibility of the Unlimited Card verification and usage, and in the event of failure to fulfill this obligation, You will be entitled to terminate the Agreement (according to the clause 12.6 below).
- 3.4 By applying for an Unlimited Card You confirm that:
- (i) You are legally capable of entering into a binding contract;
 - (ii) You are at least 16 years old and you have full legal capacity or limited legal capacity, but you act with the consent of a parent or legal guardian and You have obtained his/her consent to take actions to conclude a contract and make statements, payments and consents in accordance to these Conditions and Privacy Policy.

- 3.5 You understand that by purchasing an Unlimited Card, You are committing to pay the full subscription fee for the Initial Period. Payment of the subscription fee may be made under Monthly Payment Plan or Annual Payment Plan. (See clause 8 below.) When applying for an Unlimited Card, you must provide details of a payment card (credit or debit), which will be linked to your Account during the term of your Agreement (if the payment card expires, we will ask you to provide current details of a valid payment card). Providing payment card details is also required when applying for an Unlimited Card using a gift card code or other promotional code, if such payment options are made available by Cinema City. This is to ensure that your membership continues without interruption. You can terminate the Agreement on the terms set out in section 5, 10 and 12 below.
- 3.6 If You pay in accordance with the Annual Payment Plan, no refund of the subscription fee for the Initial Period which is paid in advance will be made unless You cancel the subscription under clauses 5 (Your Cancellation Rights), 10 (Changes), or 12.2 (Legitimate Grounds).
- 3.7 If You pay in accordance with the Monthly Payment Plan, You will have to pay all require installments of the subscription fee for the Initial Period, unless You cancel under clauses 5 (Your Cancellation Rights), 10 (Changes), or 12.2 (Legitimate Grounds). Failure to pay in accordance with the Monthly Payment Plan will result in Unlimited Card being suspended and it might result in passing to debt collection.

4 Agreement

- 4.1 The Agreement includes your application form, the Conditions and the pricelist as provided for in Clause 7.1(iii). No other terms proposed by You shall apply. Our Privacy Policy applies to the services provided by Cinema City and is available at www.cinema-city.pl/privacy-policy-pl, it provides .the rules for the processing of your personal data by Cinema City and the purposes and grounds for processing, as well as specify your rights..
- 4.2 The Agreement is with **Cinema City Poland Sp. z o.o.** with the registered office at Fosa 37, 02-768 Warsaw, entered in the Business Register of the National Court Register kept by the District Court for the capital city of Warsaw, XIII Commercial Department, under KRS No. 0000707019, NIP 521-30-97-055.

5 Cancellation rights

- 5.1 You may cancel the Agreement at any time before the end of the Cancellation Period. If the Card User wishes to use the Unlimited Card during the Cancellation Period she/he may do so (as the Unlimited membership starts immediately in accordance with Your request at clause 3.1), although, in such case, if You subsequently cancel the Agreement during the Cancellation Period, You will be charged and must pay the full price (i.e. the price which would have been charged if such tickets had been purchased by the Card User in accordance with the prices of the Cinema at which such tickets were purchased, such prices being current as of the moment of issuance of such tickets) of any Unlimited cinema tickets issued. You agree that multiple visits to the cinema using the Unlimited Card during the Cancellation Period may result in these costs exceeding the amount of any subscription fee paid for the period of use.
- 5.2 To cancel, You will need to send a cancellation statement to Cinema City within the Cancellation Period. You may do so by contacting the Customer Service by phone, by email, by regular post or via the Contact form on Cinema City website choosing Unlimited Category (www.cinema-city.pl/kontakt). Alternatively, you may use **Cinema City's template Withdrawal form** (attachment to confirmation email). If you decide to cancel the Agreement via the Contact form on our website, we will provide You immediately with a confirmation of receipt of such cancellation statement.
- 5.3 You will receive a full refund of any subscription fee paid although we may choose to deduct any amounts payable for use of the Unlimited Card as referred to in clause 5.1 above, in which case the amount refunded will be reduced accordingly.
- 5.4 In the event of cancellation of the Agreement, the Card User will still have an Account. In order to close the Account after cancellation of the Agreement, it is necessary to follow the rules set out in the Regulations for the provision of electronic services.

6 Unlimited cards

- 6.1 There are three types of Unlimited Card, depending on the region, divided into Membership Groups, which are based on the location of your Subscription Cinema, as selected during Your application process. Each Membership

Group includes a certain number of Cinema City cinemas, with different pricing. Your monthly or annual Unlimited Membership fee will depend on the Membership Group Your Subscription Cinema falls into, and will be subject to payment as set out in Clause 8 hereof. Any further update of Your Subscription Cinema, once You have completed Your application process, has no impact on Your Membership Group. Membership Group can be only changed by contacting the Customer Service. Membership Groups, referred to above, are:

- (i) **Unlimited Group 3:** which is valid in all Cinema City Cinemas in the Territory;
- (ii) **Unlimited Group 2:** which is valid in Cinema City Cinemas included in Unlimited Membership Group 2 as defined in the Appendix hereto. This Unlimited Card may be used in Membership Group 3 cinemas at an extra charge of 4 PLN per ticket.
- (iii) **Unlimited Group 1:** which is valid in Cinema City Cinemas included in Unlimited Membership Group 1 as defined in the Appendix hereto. This Unlimited Card may be used in Membership Group 3 cinemas at an extra charge of 6 PLN per ticket or in Membership Group 2 cinemas at an extra charge of 3 PLN per ticket.

6.2 The number, location and opening hours of Cinema City Cinemas in any area may change during the Subscription Period. A list of current Cinema City Cinemas is available on www.cinema-city.pl. A change to the list of the current Cinema City Cinemas constitutes a change to the Agreement. However, if such a change consists of adding new Cinema City Cinemas to the list, You will not be entitled to exercise your right provided for in Clause 11.33 below.

6.3 If your application is accepted, Cinema City will provide the Card User with details of a temporary pass in a physical form (i.e. an email which can be printed off). The Card User will be able to use the Unlimited membership by presenting these temporary card details at Cinema City Cinemas for up to 14 Days from the date of issue.

6.4 During the application process (when submitting the application or after its acceptance by Cinema City) a head and shoulders photograph of the Card User must be provided. This photograph will be placed on the Unlimited Card and will be used for identification and fraud prevention purposes. All Unlimited Cards must contain a clear and recent photo of the Card User's face, meeting the following requirements: the photo should show the entire head including the top of the shoulders, the face should be clear, photographed straight on, with natural colors, the eyes should be open and the gaze should be directed straight into the camera. Clothing / glasses / jewelry must not cover the face or head, the photo should not be older than 6 months at the time of submission, and no other people may be visible in the photo. In the event that Cinema City considers that the photo provided by the User is inappropriate (*in particular if the photo does not meet the requirements indicated above*), Cinema City will inform the User of the rejection of the photo by sending an appropriate information via available means of communication, indicating how to provide a correct photo. The new photo will be subject to a new verification process by Cinema City. Submitting an inappropriate photo during the registration process may delay the processing of your application or result in the Card User being refused entry to Cinema City Cinemas, for which Cinema City is not responsible. An inappropriate or outdated photo may result in temporary suspension of the service until the correct photo is provided, and failure to provide the correct photo within 7 days of receiving information from Cinema City about the lack of an appropriate photo, may result in the termination of the Agreement by Cinema City.

6.5 The Unlimited Card is not transferable or for sharing and it may not be used to obtain tickets or benefits for anyone else. Only the Card User will be entitled to use their Unlimited Card at the relevant Cinema City Cinemas.

7 Using the Unlimited Card

7.1 A valid Unlimited Card entitles the Card User to:

- (i) access to the relevant Cinema City Cinemas every day of the week (subject to the Cinema City Cinema being open);
- (ii) one seat (subject to availability) for any film screening open to the general public (excluding premium screenings, such as (but not limited to) VIP, 3D, IMAX, 4DX, ScreenX enhanced standard seats, including but not limited to Recliner Seat, Relax Seat, Duet Sofa and special screenings, including but not limited to Ladies Nights);
- (iii) one seat (subject to availability) for VIP, 3D, IMAX, 4DX or ScreenX screenings or an enhanced standard seat (Recliner Seat, Relax Seat or Duet Sofa) at such uplift rates (where applicable) as indicated in the Appendix to this Agreement.

- 7.2 Cinema City is not required to make available to the general public and to screen all films released in Poland or to screen any film in any particular Cinema City Cinema. In particular, the number and type of movies screened and the number of screenings thereof may vary among Cinema City Cinemas.
- 7.3 All film screenings are subject to restrictions applicable on the date of the screening (including but not limited to age restrictions), and the Regulations. The Card User shall have no preferential rights of access for any screenings except for any special screenings organised for Unlimited Card users. The Card User are not entitled to use the Unlimited Card in conjunction with any other promotions offered by Cinema City unless otherwise stated and the Unlimited Card cannot be used to prove the Card Holder's age.
- 7.4 The Card User may have up to three tickets (and not more than one per film) purchased for unfinished screenings at any time for himself/herself. The Card User may purchase tickets in person at the Cinema City Cinemas only on the day of the performance. The Card User may have only one ticket purchased in person for an unfinished screening at any time. Additionally, the Card User may be able to take advantage of Cinema City's Unlimited Card online purchase offer (where available) to use the Unlimited Card to purchase tickets online on Cinema City's website. The Unlimited Card online purchase offer may be available from time to time under separate terms and the Regulations for the provision of electronic services. The Card User may not purchase tickets through the Customer Service or the ATMs.
- 7.5 To receive a ticket under the Unlimited Card, the Card User is obligated to present the Unlimited Card at a Cinema City Cinema box office. The Unlimited Card will be scanned to check its validity and additional identification may be requested. If the Unlimited Card is validated, the Card User will be issued with a ticket for the chosen screening and time, subject to availability. If the Unlimited Card is not validated, the Card User may be advised to contact the Customer Service, for data protection reasons. The Unlimited Card must be presented again for checking when the tickets are checked before entering the relevant auditorium. Entrance will not be permitted without the Card User presenting the Unlimited Card or if the last four digits of the Unlimited Card number provided on the ticket differ from the last four digits of the Unlimited Card. To use the Unlimited Card to purchase and/or collect a ticket purchased online (if available under a separate offer), the Card User must follow the instructions set out in such offer.
- 7.6 The Unlimited Card entitles the Card User to watch only one performance at any one time and cannot be used to obtain a ticket for another performance which started before the performance for which the ticket was previously purchased.
- 7.7 The Unlimited Card will be valid from the Start Date for the duration of the Subscription Period.
- 7.8 If Cinema City introduces and maintains such a technical possibility, the Card User during registration for Unlimited, registers the Account for himself (if did not have it before) and may use the Account within the Website in accordance with the Regulations for the provision of electronic services. As part of the Account, and only where the functions are currently made available by Cinema City, the Card User may, among others, buy tickets, update data and marketing preferences. The Card User may not close their Account before the Agreement has been cancelled or otherwise terminated. Cinema City may update, change, withdraw, suspend or restrict availability or access to the Account or any functions within it from time to time to reflect changes to its products, users' needs, its business priorities or technical reasons.

8 Payment of subscription fees

- 8.1 The subscription fee for the Initial Period and renewal fees for each type of Unlimited Card are available from Cinema City's website, Cinema City Cinemas and the Customer Service. The subscription fee must be paid in advance under the Annual Payment Plan or, by installment under the Monthly Payment Plan, but in either case must be paid in full for the whole Initial Period.
- 8.2 Monthly Payment Plan
- 8.2.1 Under the Monthly Payment Plan, You agree to pay the full subscription fee for the Initial Period in equal monthly installments by recurring payment set against the credit or debit card provided by you, subject to clause 10.

- 8.2.2 On the Start Date, Cinema City will charge your credit card or debit card with the first monthly recurring payment for the Unlimited Card. Each subsequent monthly payment will be debited on the last day or five days prior to the last day of the applicable Subscription Period.
- 8.2.3 Unless You cancel your subscription at the end of the Initial Period in accordance with the Agreement, the Subscription Period will automatically be extended after the Initial Period for an indefinite term. In such case the monthly payment will be equal to monthly installment fee in the amount of the Cinema City's current rate valid at the date of extension of your subscription. The provisions of Clause 10 shall apply accordingly.
- 8.2.4 If, during the Initial Period, Cinema City does not receive any monthly payment or You seek to terminate the Agreement except as permitted in clauses 10 or 11, Cinema City may terminate the Agreement and deactivate the Unlimited Card as described in clause 13 below. Cinema City will be entitled to recover damages from You (including the cost of the debt collection) according to the general rules.

8.3 Annual Payment Plan

- 8.3.1 Under the Annual Payment Plan, You agree to pay the annual subscription fee for the Initial Period in advance, once, using the payment methods specified in section 3.5 of the Regulations..
- 8.3.2 If you do not terminate the Agreement at the end of the Initial Period (in accordance with the rules set out in these Regulations), after the Initial Period the Subscription Period will automatically extend for an indefinite period and the Agreement will continue on a Monthly Payment Plan. On the last day of the current Subscription Period, or up to five days prior, Cinema City will charge your credit or debit card for the monthly Unlimited Card fee. In such case, the monthly payment will correspond to the current rate applicable at the time of the subscription extension. Each subsequent monthly payment will be charged on the last day of the current Subscription Period, or up to five days prior. The monthly fee for the Unlimited Card will be charged to your credit or debit card on a recurring basis, subject to Section 10 of Regulations.
- 8.3.3 If you wish to extend and continue the Agreement under the Annual Payment Plan, you must contact Customer Service no later than one month before the end of the Initial Period. Cinema City will then offer you the option to continue the Agreement by paying the subscription fee for the following year in advance, using the currently available payment methods.
- 8.3.4 If the Agreement is automatically extended for an indefinite period under the Monthly Payment Plan, the provisions of paragraph 8.2.3 shall apply accordingly from the day following the end of the Initial Period.

8.4 If You want to change the credit or debit card to be charged, You must log in to your Account and update your data.

8.5 Extending your Agreement

- 8.5.1 If You extend the Subscription Period after the Initial Period, the fees for both the Monthly Payment Plan and the Annual Payment Plan will be those determined based on Cinema City's current rate valid at the date of extension of your Subscription.
- 8.5.2 Any extension of the Initial Period will be treated as a change of the Agreement.. in respect of the period into which the Agreement was entered and You will not have any further cancellation rights under clause 5.1.

9 Lost, stolen or defective cards

- 9.1 The Card User is obliged to report the loss or theft of the Unlimited Plastic Card immediately report to the Customer Service. The Unlimited Card will be blocked immediately. In the event of loss or theft of the mobile device on which the Unlimited E-card was made available, the Unlimited Card will be blocked only upon the request of the Card User.
- 9.2 If the Unlimited Plastic Card is stolen or lost, Cinema City, at the User's request, will charge the an administrative fee for issuing a new Unlimited Card, provided that new Unlimited Plastic Card will not be issued and the User will be able to continue participating in the Unlimited program using the Unlimited E-card available in the Application. The fee for issuing a new card number is PLN 10 and will be charged to your debit or credit card. After paying the fee, Cinema City will provide the Card User with the details of the new Unlimited E-card in the Application. In the event that the User does not want to or cannot use the Unlimited E-card in the Application, they have the right to terminate the Agreement with immediate effect. If the mobile device on which the Unlimited E-card is located has been stolen or lost and the User suspects that the Unlimited E-card may be used by an unauthorized third party, the

User may request the issuance of a new Unlimited E-card, in which case Cinema City will charge to your debit or credit card an administrative fee for issuing a new card number in the amount of PLN 10. After paying the fee, Cinema City will provide the Card User with the details of the new Unlimited E-card in the Application.

- 9.3 If the Unlimited Plastic Card is damaged, the Card User is obliged to contact the Customer Service as soon as possible to replace the Card free of charge. In such a situation, the User will be issued an Unlimited E-card. In the event that the User does not want to or cannot use the Unlimited E-card in the Application, they have the right to terminate the Agreement with immediate effect.
- 9.4 For the avoidance of doubt, no refunds will be given for cinema tickets:
- (i) purchased by the Card User from the date of loss or theft of the Unlimited Plastic Card or the mobile device on which the Unlimited E-card is displayed until the date of receipt of a new Unlimited E-card; and/or
 - (ii) purchased by the Card User from the date on which the Unlimited Plastic Card was found to be defective until the date of receipt of a new Unlimited E-card.

10 Changes

- 10.1 Subscription fees may be changed by Cinema City. Subscription fee increases will be made to reflect changes in ticket prices to Cinema City Cinemas, inflation, additional taxes and costs imposed on Cinema City or in the event of adding new features or increasing the benefits associated with the use of the Unlimited Card. You will be notified via email of each:
- (i) increase of subscription fee set on the beginning of Initial Period at least four weeks before it comes into effect, however, the increase in the subscription fee will not apply to fees paid during the Initial Period (this means that the amount of the subscription fee determined on the date of registration of the Initial Period will remain unchanged during the entire period of the Initial Period, and the increase in the subscription fee - if accepted by the User under clause 10.4 below - will enter into force after the Initial Period);
 - (ii) decrease of subscription fee set on the beginning of Initial Period on the date of its entry into force.
- 10.2 Any increase of subscription fee enter into force on the following dates:
- (i) if You pay the fees under the Monthly Payment Plan, monthly fees after the end of the period referred to in clause 10.1 (i) will be amended accordingly;
 - (ii) if You pay the fees in advance, in particular, under the Annual Payment Plan, the increase will take effect at the end of the period for which fees have been paid.
- 10.3 Any decrease of subscription fee enter into force on the following dates:
- (i) if You pay the fees under the Monthly Payment Plan, monthly fees after the end of the period referred to in clause 10.1 (ii) will be amended accordingly;
 - (ii) if You pay the fees in advance, in particular, under the Annual Payment Plan, the increase will take effect at the end of the period for which fees have been paid.
- 10.4 Acceptance of the increased subscription fee is possible after logging to the Card User's Account on the Website or via the Application (account tab).
- 10.5 If the increased subscription fee is not accepted by the deadline specified in the notification of the subscription fee increase, the ability to use the Unlimited Card will be suspended at the end of the Subscription Period falling after the date on which the subscription fee increase would come into force (but not earlier than after the Initial Period has expired). During the suspension period, the ability to use the Unlimited Card and access to the services under the Agreement will be blocked.
- 10.6 In the event of suspension of the possibility of using the Unlimited Card in accordance with clause 10.5 above, the Card User will receive information from Cinema City about the possibility of reactivating the Unlimited Card and continuing to use the services under the Agreement after accepting the increased subscription fee in the manner specified in the clause 10.4 above. The possibility of accepting an increased subscription fee in order to reactivate the Unlimited Card and restore the possibility of using the services under the Agreement will be available until the end of the Subscription Period following the suspension.

- 10.7 If the Card User accepts an increased subscription fee during a given Subscription Period falling after the suspension of the ability to use the Unlimited Card in accordance with section 10.5 above, the Card User is obliged to pay the subscription fee for the entire current Subscription Period in the new amount applicable on the day of re-activation of the Unlimited Card, and his Unlimited Card - on the day of payment is processed will be reactivated and the ability to use the services under the Agreement will be restored. Subscription fees for subsequent Subscription Periods will be collected on the dates specified in the Agreement in the amount applicable on the date of re-activation of the Unlimited Card.
- 10.8 Any decrease of subscription fee constitutes an amendment to the Agreement, however do not entitle You to exercise the right referred to in clause 12.1.

11 Changes to the Agreement

- 11.1 Cinema City may make minor changes to these Conditions from time to time to correct errors, or clarify provisions, to comply with any law or regulation that applies to Us or to update the Conditions to reflect changes to the way our systems work or enhancements to the Unlimited Card scheme. You will not be specifically notified of such changes but they will be on the Cinema City Website and so to see the most up to date version of these Conditions please always check the Cinema City Website. No such changes shall be detrimental to You or an Unlimited Member. These changes will take effect from the date of publication on the Cinema City Website.
- 11.2 Cinema City reserves the right to make changes to the Conditions by notifying You at least four weeks before their coming into effect. Any such notification of a change shall be made by contacting you using the details you have provided as referred to in clause 18 (Contact Details). If there is no reaction from You to such changes, this will be interpreted as an acceptance of such changes being introduced.
- 11.3 If the changes introduced (other than a change in the subscription fee to which the provisions of section 10 above apply) are unfavorable to you (i.e. increase your obligations or limit your rights under the Agreement), you may terminate the Agreement within 30 days from the date of receipt notifications about these changes.
- 11.4 If You terminate the Agreement under Clause 11.3 termination is effective as of the end of the subscription month which precedes the subscription month in which the changes described in Clause 11.2 come into force. If You are on the Annual Payment Plan, Cinema City will repay You an amount equal to the value of the remaining full months' subscription fee after the Agreement is effectively terminated.

12 Termination by You

- 12.1 You may terminate the Agreement during the Initial Period only on Legitimate Grounds. You must notify Cinema City in writing of your request to terminate, stating the reason for termination and enclosing any supporting evidence and will be considered made on the date that you provide sufficient evidence as confirmed by Cinema City. To terminate Agreement You can contact the Customer Service by phone, in writing by post or online via the contact form.
- 12.2 If this Agreement is terminated during the Initial Period (or any Subscription Period) on Legitimate Grounds, then the termination will be effective at the end of the first full month of membership following notification of termination (meaning, for example, that if a member joins on 18th December 2015 and notifies Cinema City of termination on Legitimate Grounds on 4th July 2016, such termination will be effective as of 18th August 2016). If you are on the Annual Payment Plan, Cinema City will repay You an amount equal to the value of the subscription fee for the remaining full months of membership after the Agreement is effectively terminated.
- 12.3 If the request for termination is not based on actual Legitimate Grounds, the Agreement shall remain in force. If You are on the Monthly Payment Plan, You must continue to pay the subscription fee for the remainder of the Initial Period. If You are on the Annual Payment Plan, You will not be entitled to any refund of the subscription fee, paid in advance for the Initial Period.
- 12.4 If You are on a Monthly Payment Plan, You may terminate the Agreement at any time after the Initial Period (or during the Initial Period where You are disadvantaged by changes made by Cinema City as explained in clause 11.3):
- i. if your termination notice is given 7 days or more before your next payment date, the Agreement will be terminated at the end of the current monthly membership period for which the fee has already been paid.

- ii. if your termination notice is given 6 days or less before your next payment date, that payment will be payable, the Agreement will be terminated one month later at the end of the next membership period.

- 12.5 If You intend to terminate the Agreement with effect as of the expiration of Initial Period, You must provide the notice at least 2 weeks before expiration of the Initial Period. The notice must be given to the Customer Service by phone or in writing – e.g. by post, email or via the Contact form. If You have extended the Subscription Period for a full year after the Initial Period and have paid under the Annual Payment Plan, You may cancel the Unlimited Card with one month’s notice and Cinema City will refund the fees paid for any remaining full months after the termination date. You may cancel by contacting the Unlimited Helpline by phone or in writing – e.g. by post or via the Contact form.
- 12.6 Additionally, You may terminate the Agreement at any time if Cinema City commits a serious breach of the Agreement, i.e. when the Card User will be unable to use the Unlimited Card due to the reasons for which Cinema City is liable (including clause 9.2 and in the event the Card User cannot use the Unlimited E-Card in the Application on their device due to the update of technical requirements specified on the application page in the App Store and Google Play during the term of the Agreement) and such breach is not removed by Cinema City upon reception of Your formal notice in this respect.
- 12.7 Cinema City will confirm the termination date upon the receipt of your termination notice by contacting you using the details provided by you as referred to in clause 18 (Contact Details).
- 12.8 On termination, the Unlimited Card will be de-activated and, if payment is made by recurring payment, it will be stopped and any refunds due will be paid.
- 12.9 If the Agreement is terminated, the Card User will still have an Account. In order to close the Account after the Agreement has been terminated, it is necessary to follow the rules set out in the Regulations for the provision of electronic services.

13 Suspension and termination by Cinema City

- 13.1 Cinema City may suspend the use of the Unlimited Card and temporarily deactivate the Unlimited Card(s):
- (i) If you miss any payment. Cinema City will contact You by email or phone and, if payment is made on request, Cinema City will normally reactivate the Unlimited Card immediately. The Card User will not be entitled to an Unlimited ticket until the Unlimited Card has been reactivated and, for the avoidance of doubt, no refunds will be given for cinema tickets purchased by him/her between the date the Unlimited Card is deactivated and the date it is reactivated;
 - (ii) If Cinema City suspects any fraud in any matter connected to entering into or performing the Agreement including providing false information on the application form. If such suspicion is found to be groundless and the Agreement is not terminated on this basis, or upon the lapse of 14 days from the deactivation of the Unlimited Card, the Unlimited Card will be reactivated and you will be entitled to a refund for the cinema tickets purchased by the Card User between the date the Unlimited Card is deactivated and the date it is reactivated.
 - (iii) In the case referred to in section 10.5;
 - (iv) in the case referred to in section 6.4.
- 13.2 Cinema City may terminate the Agreement immediately on any of the following grounds:
- (i) for fraud on your part in any matter connected to entering into or performing the Agreement, including providing any false information on the application form;
 - (ii) in the event of fraudulent or significant misuse of the Unlimited Card(s) by the Card User;
 - (iii) if You miss a payment and fail to make that payment within 28 days of a request from Cinema City to make it, or if You miss more than one payment;
 - (iv) the Card User breaches Clause 6.5 of the Conditions;

- (v) The Card User sells, donates, borrows or in any other way disposes in favor of a third party of the tickets obtained by the Card User through the Unlimited Card;
- (vi) the Card User breaches any of the Regulations or the Regulations for the provision of electronic services;
- (vii) if the previous Agreement has been terminated by Cinema City for reasons related to the Card User and the Card User has unpaid liabilities towards Cinema City or
- (viii) in the case referred to in section 10.8;
- (ix) in the case referred to in section 6.4.

13.3 If Cinema City terminates the Agreement under Clause 13.2 Cinema City shall be entitled to recover damages from you in accordance with the general rules as compensation for the loss incurred by Cinema City as result of the termination of the Agreement. The provisions of the last sentence of Clause 8.2.4 shall apply accordingly.

13.4 In the event of termination of the Agreement referred to in this point, the Card User shall still have an Account. In order to close the Account after the Agreement has been terminated, it is necessary to follow the rules set out in the Regulations for the provision of electronic services.

13.5 On termination, Cinema City will deactivate the Unlimited Card(s).

14 Questions and complaints

14.1 Any questions or complaints You may have in relation to the Unlimited Card or a notification of a change in your circumstances should be directed to the Customer Service by phone or in writing by post or the Contact form within 30 days from the date of the notification or the cause of complaint. Complaints should include your name and Unlimited Card number. The answer to the complaint, depending on the nature of the case, will be granted by the Customer Service by telephone or in writing by email without undue delay, but no later than 14 days of receipt of the complaint. In justified cases, the deadline for reply can be extended to a maximum of 60 days, after explanation of the reasons for the delay.

14.2 You may choose certain out-of-court measures to have your complaints reviewed or claims enforced. In particular, you may use the mediation procedures offered by Regional Inspectorates of the Trade Inspection (*Wojewódzkie Inspektoraty Inspekcji Handlowej*) or by the permanent arbitration courts for consumer matters at Regional Inspectorates of the Trade Inspection. The use of out-of-court methods for reviewing complaints or enforcing claims is not obligatory, hence the consent of both parties is required in order to proceed. Detailed rules regarding access to these procedures are available on the relevant websites. The rules of organisation and operation of permanent arbitration courts for consumer matters are defined in the relevant law (Regulation of the Minister of Justice of 25 September 2001 on the establishment of the rules of organisation and operation of permanent arbitration courts for consumer matters (Journal of Laws of 2001, No. 113, Item 1214)). Detailed information about out-of-court methods for reviewing complaints or enforcing claims, and the rules of access to these procedures, are available from the offices and websites of district (city) consumer advocates (*powiatowy/miejski rzecznik konsumentów*), civil society organisations whose statutory objectives include the protection of consumers, and Regional Inspectorates of the Trade Inspection.

14.3 If You are a consumer within the meaning given by the Polish Civil Code, you may receive free assistance with resolving a dispute from the district (city) consumer advocate or from a civil society organisation whose statutory objectives include the protection of consumers, e.g. the Consumer Federation (<http://www.federacja-konsumentow.org.pl/>).

15 Information provided

15.1 You confirm that the information You provide to us that identifies You and/or the Card User (including personal data and contact details) is accurate and complete and that You are authorized to provide us with this data. It is Your responsibility and the responsibility of the Card User to ensure that Personal Data is up to date and Cinema City is not responsible for matters arising from errors or omissions in Personal Data. You may update your own Personal Data at any time via the Account or by contacting the Customer Service. Where the Card User is aged under 18, their parent or legal guardian may also notify Cinema City of any changes or inaccuracies in their data.

15.2 The administrator of the personal data of the persons using the Unlimited Card services and other services/products offered by Cinema City Poland is Cinema City Poland Sp. z o.o., ul. Fosa 37, 02-768 Warsaw. The Administrator has appointed a Data Protection Inspector. You can contact the Data Protection Officer in any matter regarding the processing of your personal data. You can contact the Data Protection Inspector via the e-mail address: iod@cinema-city.pl or in writing to the following address: Cinema City Poland Sp. z o. o., ul. Fosa 37, 02-768 Warszawa (note: Personal data - IOD). Please be informed that the personal data shall be processed in order to enable provision and duly provide the ordered services/products, in particular to register at the Cinema City Poland Internet website, to verify the identity and age of the Card User, settle payments for services, examine possible complaints and queries, enforce our contract with You, archive data or for the purpose of current-basis contact in relation to the ordered service/product. The personal data may be also processed in order for You or Unlimited Card User to use additional services or promotions as part of the Unlimited membership, helping us improve our products and services and develop and market new products and services and marketing Cinema City's own products and services (in the traditional form), and upon separate consent - for the purpose specified in the statement based on so called legitimate interests of the administrator which includes aiming to develop and promote Cinema City's services. The data processing is based on article 6 clause 1 a, b and f of REGULATION (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC ("GDPR"). Disclosure of personal data is necessary to execute the Agreement. In terms of processing personal data based on consent, providing data is voluntary. Any person to whom the data apply is entitled to request the data processor to access to personal data, to correct, in some cases to delete them or limit its processing and to object to processing, to lodge a complaint with a single supervisory authority - President of the Office for Personal Data Protection, as well as the right to data portability, if the data is processed on the basis of consent or necessity for the implementation of the Agreement.. If the data is processed on the basis of consent, You have the right to withdraw consent at any time, without affecting the lawfulness of processing based on consent before its withdrawal. Personal data will be kept for the duration of the Agreement and after its termination, until the expiry of the period of limitation of any claims under the Agreement in accordance with the provisions of the Civil Code. Further details about how we may collect and use personal information and choices You can make about how Your personal information is used is set out in our Privacy Policy at www.cinema-city.pl/privacy-policy-pl.

16 Cinema City's liability

16.1 Cinema City Cinemas may be closed from time to time, including for national holidays, refurbishment or due to a Force Majeure Event (as described below). Details of such closures can be found on Cinema City's website or by contacting Customer Service.

16.2 Cinema City will not be liable or responsible for any failure to perform, or for a delay in performance that is caused by events outside its reasonable control (Force Majeure Event), including any act, event, non-happening, omission or accident which may be due to the following:

- (i) Strikes, lock-outs or other industrial action;
- (ii) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war or threat or preparation for war;
- (iii) Fire, explosion, adverse weather, snow fall, ice, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- (iv) Disruption to or failure of the railways, shipping, aircraft, motor transport or other means of public or private transport;
- (v) Disruption to or failure of public or private telecommunications networks, utility supplies or postal services;
- (vi) Closure or limited access to Cinema City Cinemas on the grounds of Cinema City's reasonable health and safety concerns;
- (vii) Any governmental act, decree, legislation, regulation or restriction.

16.3 Cinema City's liability for faulty Unlimited Cards is limited to the remedies described in clause 9.

- 16.4 Cinema City will not in any event be liable for: (a) any loss of profit, revenue, business, contract, goodwill, or other financial or economic loss or damage (incurred in connection with business or commercial activity); or (b) any indirect loss or damage which is not reasonably foreseeable as likely to occur in the ordinary course of events.
- 16.5 Cinema City does not exclude or restrict its liability for fraud, for death or personal injury resulting from its negligence or that of its agents, or for any other liability that it cannot restrict or exclude by law, and nothing in this clause 16 shall operate to exclude, restrict or limit such liability.
- 16.6 In case of a Force Majeure event (as described in Clause 16.2) in relation to all Cinema City cinemas, due to the temporary inability to provide services, Cinema City undertakes the right to extend the Initial Period of the Agreement for the period during which the service could not be provided.

17 **General**

- 17.1 The Agreement is governed by the laws of Poland and any dispute arising out of or in connection with the Agreement is subject to the non-exclusive jurisdiction of the courts of Poland.
- 17.2 Cinema City does not accept amendments by You to the Agreement.
- 17.3 You may not transfer any of your rights or obligations under the Agreement to another person without Cinema City's prior written consent.
- 17.4 If the Agreement is terminated by either party for any reason, neither party will lose any rights which have already accrued.
- 17.5 If, at any time, Cinema City does not require You to comply with any part of the Agreement, this will not prevent it from doing so in the future.
- 17.6 If any part of the Agreement is disallowed or held to be ineffective by any court or other competent body, the rest of the Agreement will not be affected.

18 **Contact details**

- 18.1 You can contact us via the Unlimited Helpline at the contacts provided in Clause 2.
- 18.2 If Cinema City need to contact You about the Agreement or the Unlimited Card (for example, to notify of changes to these Conditions or to terminate the Agreement), we will contact You by email using the addresses provided on Your application for the Unlimited Card (or, where data has been changed by You or the Card User by contacting the Customer Service, we will use the latest details provided). You agree to receive all communications from us in electronic form. Cinema City may also contact You by phone. In case the Unlimited Card is purchased for a Juvenile, on behalf of Juvenile's consent to receive any information from us in an electronic form is expressed by his/her legal guardian at the time of registration of the application. It is important that Yours and the Card User's contact details are up to date. We will be deemed to have notified You or the Card User as soon as the email is delivered, for instance into the email inbox or onto the relevant server. Any failure to deliver email referable to the Card User, i.e. in particular – wrong e-mail address, shall constitute effective delivery.

APPENDIX: LIST OF CINEMAS AND PRICELIST

Typ bilet /Dodatkowa opłata		3D	IMAX 2D	IMAX 3D	4DX 2D	4DX 3D	VIP Light 2D	VIP Light 3D	ScreenX 2D
Miasto	Kino								
Warszawa	Arkadia	2			15	17			
Warszawa	Janki	2							
Warszawa	Promenada	2							
Warszawa	Bemowo	2							
Warszawa	Mokotow	2							9
Warszawa	Sadyba	2	7	9					
Warszawa	Białołęka	2							
Krakow	Bonarka	2			15	17	52,5	54,5	
Krakow	Kazimierz	2							
Krakow	Zakopianka	2	7	9					
Poznań	Kinepolis ***	2							
Poznań	Poznań Plaza	2	7	9					
Katowice	Punkt 44	2	7	9					
Katowice	Silesia	2							
Lublin	Lublin Plaza	2							
Lublin	Lublin Felicity	2			15	17			
Częstochowa	Galeria Jurajska	2							
Częstochowa	Wolność	2							
Toruń	Czerwona Droga	2							
Toruń	Toruń Plaza	2							
Bielsko-Biała	Bielsko-Biała	2							
Bydgoszcz	Bydgoszcz	2			15	17			
Bytom	Bytom	2							
Gliwice	Gliwice	2							
Łódź	Manufaktura	2	7	9	15	17			
Ruda Śląska	Ruda Śląska **	2							
Rybnik	Rybnik	2							
Sosnowiec	Sosnowiec **	2							
Cieszyn	Cieszyn	2							
Starogard Gdański	Starogard Gdański	2							
Wałbrzych	Wałbrzych	2							
Wrocław	Korona	2							9
Wrocław	Wroclavia	2	7	9	15	17	52,5	54,5	
Elbląg	Zielone Tarasy	2							
Zielona Góra	Zielona Góra	2							

* All prices in PLN and all are including VAT tax.

** An additional fee of 3,9 PLN associated with the use of 3D glasses is to be added to the ticket. Glasses are available for single use, please return them to the cinema after the screening.

*** In selected locations, in selected auditoriums, premium seating is available: Recliner Seat (surcharge 9 PLN), Relax Seat (surcharge 2 PLN), Duet Sofa (surcharge 4 PLN).

APPENDIX: UNLIMITED MEMBERSHIP GROUPS

GROUP 1	GROUP 2	GROUP 3
<p> Wałbrzych Ruda Śląska Sosnowiec Gliwice Bytom Rybnik Cieszyn Toruń Plaza Toruń Czerwona Droga Starogard Gdański Elbląg Lublin Plaza Lublin Felicity Katowice Silesia Katowice Punkt 44 Częstochowa Wolność Częstochowa Jurajska Bydgoszcz </p>	<p> Wałbrzych Ruda Śląska Sosnowiec Gliwice Bytom Rybnik Cieszyn Toruń Plaza Toruń Czerwona Droga Starogard Gdański Elbląg Lublin Plaza Lublin Felicity Katowice Silesia Katowice Punkt 44 Częstochowa Wolność Częstochowa Jurajska Bydgoszcz Bielsko-Biała Zielona Góra Łódź Manufaktura Kraków Bonarka Kraków Kazimierz Kraków Zakopianka Wrocław Wroclavia Wrocław Korona Poznań Plaza Poznań Kinopolis </p>	<p> Wałbrzych Ruda Śląska Sosnowiec Gliwice Bytom Rybnik Cieszyn Toruń Plaza Toruń Czerwona Droga Starogard Gdański Elbląg Lublin Plaza Lublin Felicity Katowice Silesia Katowice Punkt 44 Częstochowa Wolność Częstochowa Jurajska Bydgoszcz Bielsko-Biała Zielona Góra Łódź Manufaktura Kraków Bonarka Kraków Kazimierz Kraków Zakopianka Wrocław Wroclavia Wrocław Korona Poznań Plaza Poznań Kinopolis Janki Warszawa Bemowo Warszawa Białołęka Warszawa Arkadia Warszawa Sadyba Warszawa Mokotów Warszawa Promenada </p>