

## Content

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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;

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](http://www.cinema-city.pl/regulamin-cinema-city);

Conditions: these written terms and conditions;

Initial Period: a period of 1 (one) year from the Start Date;

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](http://www.cinema-city.pl/privacy-policy-pl);

Start Date: the date on which a subscription confirmation email containing a temporary Unlimited Pass 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 an Unlimited Card is purchased;

Territory: Poland;

Unlimited Card: plastic card, giving the Card User access to Cinema City Cinemas in the Territory during the Subscription Period, subject to the Conditions;

Unlimited Helpline: Unlimited Customer Service Department. Contact details are:

tel. +48 222 419 222;

Biuro Obslugi Klienta Unlimited, Warsaw, 02-768 Warszawa, ul Fosa 37;

Contact form: [www.cinema-city.pl/kontakt](http://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: the person named as such on the Unlimited Card;

Juvenile: Individual 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. By applying for an Unlimited Card You are expressly requesting that the Unlimited membership start immediately on receipt of an email containing the temporary Unlimited Pass (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; or (v) You breach of the Regulations prior to the submission of the application. 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's Unlimited Card, which will serve as temporary pass (as set out in clause 6.3). The Card User may use the temporary Unlimited Card until receipt of the permanent Unlimited Card. The Card User is obligated to show the confirmation email containing the details of the Unlimited Card, either on a printout or the Card Holder's mobile device at the Cinema City Cinema in order to use membership.
- 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 annual subscription fee for the Initial Period of 12 months. Payment of the full annual subscription fee may be made under Cinema City's Monthly Payment Plan or Cinema City's Annual Payment Plan. (See clause 8 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 12 installments of the annual subscription fee 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 your account being suspended or passed to debt collection.

### 4 Agreement

- 4.1 The Agreement includes your application form, the Conditions, the Rules of Cinema City Regulations 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](http://www.cinema-city.pl/privacy-policy-pl), it provides details of how we may collect and use your personal information and choices you can make about how your personal information is used.
- 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 Unlimited Helpline by phone, by email, by regular post or via the Contact form on Cinema City website choosing Unlimited Category ([www.cinema-city.pl/kontakt](http://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 Unlimited Helpline. Unlimited Membership Groups 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 2 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](http://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 11.3 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 a head and shoulders photograph of the Card User must be provided. This photograph will be printed on the permanent Unlimited Card and will be used for identification and fraud prevention purposes. All Unlimited Cards must display an up to date head and shoulders photograph which is a clear and true likeness of the Unlimited User, any inappropriate or out of date images may invalidate the Unlimited Card and/or

require purchase of a replacement card. Failure to upload and submit an appropriate photograph during the application process may cause a delay in the processing of your application, for which Cinema City will not be responsible.

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 seating and screenings, such as (but not limited to) VIP, 3D, IMAX, 4DX, ScreenX and special screenings, including but not limited to Ladies Nights);
- (iii) one seat (subject to availability and including VIP) for 3D, IMAX, 4DX or ScreenX screenings 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 Helpline 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 Unlimited Helpline, 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 printed 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 Initial Period unless terminated by You or Cinema City under clauses 5, 10, 11, 12.2 and 13.

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 annual subscription fees**

8.1 The annual 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 Unlimited Helpline. The annual 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 annual subscription fee for the Initial Period in 12 equal monthly installments during the Initial Period 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 same date of each month corresponding to the Start Date or within five days before it.

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 one monthly installment of the annual subscription 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 You want to change the credit or debit card to be charged, You shall telephone the Unlimited Helpline which will provide you the information about the available ways of changing the details of Your credit card, please follow the instructions received. To process this change Cinema City needs at least one business day from receiving new data of your credit card.

8.2.5 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 a single advance payment by debit card or credit card.

8.3.2 At least one month before the end of the Initial Period, Cinema City will offer You the opportunity to continue the subscription by paying the subscription fee for the next year by debit or credit card, or to move to the Monthly Payment Plan. In order to continue your subscription and/or move to the Monthly Payment Plan, You will need to contact the Unlimited Helpline by telephone, as it is not possible to extend annual subscriptions or change payment plans via Cinema City's website.

8.3.3 If you decide to pay the subscription fee for the entire upcoming year by debit or credit card, the Agreement will be extended under the Annual Payment Plan for a fixed period of one year from the date on which the Initial Period would have expired if the agreement was not extended.

8.3.4 If You decide to move to the Monthly Payment Plan, the provisions of clause 8.2.3 shall apply accordingly from the date on which the Initial Period would have expired if the agreement was not extended.

### **8.4 Extending your Unlimited Card**

8.4.1 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.

8.4.2 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 will need to telephone the Unlimited Helpline as soon as possible to report any lost or stolen Unlimited Card. The Unlimited Card will be blocked immediately.

9.2 If the Unlimited Card is lost or stolen, Cinema City will charge an administration fee to replace it. The charge is 10 PLN. Once the fee is paid, Cinema City will send a replacement card to the Card User.

9.3 If the card is defective, the Card User must inform the Unlimited Helpline as soon as possible for a free replacement. The Card User will be given a new Unlimited card number which will allow him/her to obtain tickets while the Unlimited Card is being replaced. The Card User will still be required to present the defective card to buy tickets at the box office or enter the auditorium.

9.4 For the avoidance of doubt, no refunds will be given for cinema tickets:

(i) purchased by the Card User between the date the Unlimited Card is lost or stolen and the date of receipt the replaced Unlimited Card; and/or

(ii) purchased by the Card User between the date the Unlimited Card is found to be defective and the date of receipt of the replaced Unlimited Card. The above does not affect the Card User's right to obtain tickets using a new Unlimited card number while the Unlimited Card is being replaced as provided for in Clause 9.3 above.

## 10 **Changes**

10.1 Subscription fees may be changed by Cinema City. You will be notified of each:

(i) increase of subscription fee set on the beginning of Initial Period at least four weeks before it comes into effect.

(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 If during the Initial Period You receive a notification about the increase in the subscription fee, You may terminate the Agreement under the provisions of Clause 12.1 and 12.4.

10.5 Any decrease of subscription fee constitutes an amendment to the Agreement, however do not entitle You to exercise the right referred to in clause 10.4.

10.6 Any increase of subscription fee constitutes an amendment to the Agreement, however if the change in the subscription fee not exceeding the amount set on the beginning of Initial Period, it does not entitle You to exercise the right referred to in clause 10.4.

## 11 **Changes to these Conditions:**

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:

- (i) You are on the Monthly Payment Plan and these changes either increase the monthly installment payable (subject to clause 10.6) or are otherwise to your disadvantage (that is they increase your duties or reduce your rights under the Agreement), or
- (ii) You are on the Annual Payment Plan and the changes are to your disadvantage (that is they increase your duties or reduce your rights under the Agreement),

You will have 30 days from the notice date in which to terminate the Agreement.

11.4 If You terminate the Agreement under Clause 11.2 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. You may also terminate the Agreement if during the Initial Period You receive a notification about the increase in the subscription fee, under Clause 10.4. To terminate Agreement You can contact the Unlimited Helpline 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 or under Clause 10.4, 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 18<sup>th</sup> 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.

12.4 If You are on a Monthly Payment Plan, your Unlimited Card is active which means all outstanding balances in the User's accounts are paid, 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 10.4):

- 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.

If you intend to terminate the Agreement with effect as of the expiration of Initial Period, you must give the notice at least one full month before expiration of such Initial Period. Notice must be given to the Unlimited Helpline by phone or in writing – e.g. by post 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.

- 12.5 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 and such breach is not removed by Cinema City upon reception of Your formal notice in this respect.
- 12.6 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).
- 12.7 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.
- 12.8 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) if:
- (i) 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) 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.
- 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; or
  - (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.
- 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 8.2.5 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 Unlimited Helpline 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 Helpline 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 Unlimited Helpline. 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. 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 voluntary but necessary to execute the Agreement. 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, 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](http://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 calling the Unlimited Helpline.
- 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 Unlimited Helpline, 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	4	6					
Warszawa	Białołęka	2							
Krakow	Bonarka	2			15	17	46	48	
Krakow	Kazimierz	2							
Krakow	Zakopianka	2	4	6					
Poznań	Kinopolis	2							
Poznań	Poznań Plaza	2	4	6					
Katowice	Punkt 44	2	4	6					
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	4	6	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	4	6	15	17	46	48	
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.

**APPENDIX: UNLIMITED MEMBERSHIP GROUPS**

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

## RULES OF CINEMA CITY CINEMAS

Ladies and Gentlemen, please be informed that the present Rules and Regulations (hereinafter referred to as the 'Rules') have been developed for your safety and comfort while using the Cinema City Poland Sp. z o.o. facilities in Warsaw, 37 Fosa Street, 02-768 Warsaw, entered into the Register of Businesses kept by the District Court for the Capital City of Warsaw (hereinafter referred to as 'Cinema City'), XIII Commercial Division, under KRS No. 0000707019, NIP No. 521-30-97-055, website address: [www.cinema-city.pl](http://www.cinema-city.pl), email address [bok@cinema-city.pl](mailto:bok@cinema-city.pl). Bearing in mind the basic principles of our Company's policy, and in particular the concern to achieve our Customers' satisfaction with the quality of the provided services, we kindly ask you to read the following points and to comply with the regulations indicated therein. Furthermore, we would like to inform you that the purchase or use of a ticket for a screening in our cinema facility is treated as confirmation that you have read and agree to abide by these Rules and Regulations.

1. In order to enter a cinema auditorium, it is necessary to present a valid ticket to the cinema staff for a specific film screening, to a given auditorium beforehand. Ticket entitles only to enter the screening in the designated auditorium, on a given day and at a given time. At the moment of receipt, you should immediately check the correctness of the ticket data (in particular: the title of the film, date and time of screening and the name of the cinema) and their conformity with your order, because after leaving the ticket office tickets are not exchangeable or refundable in the event of any errors, subject to clause 12 below. You should keep your ticket until you leave the cinema.
2. The purchase of a ticket entitles the Viewer to enter the film screening. The film screening consists of a block of commercials, movie trailers and film projection. The length of the block of commercials and movie trailers is determined individually for each film.
3. The ticket entitles the Viewer to watch the screening in a specific auditorium, in a specific seat in the auditorium. Viewers are obliged to occupy seats in accordance with the information on the ticket.
4. Staying in another room or changing the projection room during the film screening is not allowed.
5. Lost, stolen or damaged tickets will not be replaced. A Customer without a valid ticket will not be admitted to the auditorium, and at the time of control and without a valid ticket, may be asked to leave the premises
6. Cinema City offers various kinds of vouchers exchangeable for tickets or selected products available at the cinema bar. The rules of using and purchasing vouchers are specified in Appendix 1 to the Rules Once the voucher has been exchanged for a ticket to the Cinema City cinema, it is not possible to return or change the ticket. Cinema City reserves the right to occasionally issue vouchers in the form of bonuses to Customers for the use of a particular service. The conditions for the use of the bonus will be defined each time in the so-called Promotion Regulations available on the website.
7. Cinema City offers various kinds of gift cards exchangeable for tickets or selected products available at the cinema bar. The rules of using and purchasing gift cards are specified in Appendix 2 to the Rules. Once the gift card has been exchanged for a ticket to the Cinema City cinema, it is not possible to return or change the ticket.
8. Tickets can be purchased online in accordance with T&Cs OF ONLINE PURCHASES OF TICKETS. Tickets purchased online are not exchangeable for tickets at a different price, for another film or for another film screening.
9. Please be advised that in case of Dolby 3D screenings it is necessary to use Dolby 3D glasses. The ticket purchased in this way includes a surcharge for the use of 3D glasses. After the screening the Dolby 3D glasses should be returned to the cinema staff. Cinema City cinemas displaying in Dolby 3D technology: Ruda Śląska oraz Sosnowiec.
10.
  - A. If you buy tickets for IMAX 3D or Master Image 3D movies, you can purchase your pair of glasses. After watching the film, instead of throwing away the glasses, you can take them with you and use them on your next visit to our cinema. In this case, the 3D surcharge will not be added to the next purchase of a Master Image 3D or IMAX projection ticket. You should inform the cinema staff that you have your own glasses at the time of ticket purchase. In case of purchasing a ticket on-line there is an option to purchase a ticket with or without a 3D surcharge.
  - B. If the lenses of the glasses are scratched or lose their original colour, it may affect the comfort of watching 3D movies. In this case, we recommend that you purchase new glasses at your next visit to our cinema.
  - C. Please check the glasses at the time of purchase, in particular for mechanical damage (scratches, matting). Please also check their functionality and report complaints in this respect during the first film screening after

their purchase. We would like to inform you that proper use of glasses requires their protection against mechanical damage. Cinema City is not responsible for glasses losing their functionality due to scratches and mechanical damage resulting from improper use of the purchased glasses.

- D. Glasses purchased in our cinema may not work properly in other cinemas where the projection system is different from the one in our cinema. Cinema City shall not be responsible for the lack of proper functioning of the purchased glasses in cinemas not belonging to the Cinema City brand.
- E. Please note that the purchase of 3D glasses must be suitable for the technology in which you will be watching the film, i.e. IMAX 3D glasses for IMAX rooms and Master Image3D glasses for Master Image rooms,
- F. If you receive a free ticket to the cinema, you may need to buy 3D glasses separately.

Cinema City cinemas displaying in Master Image 3D technology: Gliwice, Silesia and Point 44 in Katowice, Korona and Wroclavia in Wrocław, Starogard Gdański, Kinopolis and Poznań Plaza in Poznań, Zielona Góra, Felicity and Lublin Plaza in Lublin, Bydgoszcz, Czerwona Droga and Toruń Plaza in Toruń, Łódź Manufaktura, Arkadia, Bemowo, Białołęka Galeria Północna, Mokotów, Janki, Promenada, Sadyba in Warsaw, Bonarka, Galeria Kazimierz and Zakopianka in Kraków, Wałbrzych, Rybnik, Bielsko-Biała, Bytom, Galeria Jurajska and Wolność in Częstochowa, Cieszyn, Elbląg.

- 11.
  - A. Account Users shall be able to return all tickets bought electronically in a single transaction by submitting a return instruction via the Website or the Application after logging in to the Account no later than 2 hours before the start of the screening. The service fee of PLN 2.00, added to the price of the ticket purchased electronically, shall not be refunded. Refunds shall be made in accordance with the rules set out in the Rules and Regulations of purchasing tickets online.
  - B. A person who buys a ticket via the Website without prior Account registration ("Guest") is not entitled to return the ticket purchased in this way.
- 12. Not all films shown are intended for minors.
- 13. The decision to place the film in the age category belongs to the distributor and the Cinema Board has no legal right to interfere with it. Before deciding to take part in the projection, we kindly ask the guardians to carefully read not only the age category suggested by the distributor, but also the description of the film. In case of any doubts, before buying a ticket, please contact the cinema management for information about the content of the film.
- 14. Cinema staff reserves the right to verify the identity of customers benefiting from discounts (document entitling them to purchase a discount ticket, student card, school card) and/or promotions organised by Cinema City or third parties. ISIC, EURO 26, doctoral and other similar documents do not entitle the Audience to purchase a discounted ticket, unless the Cinema Rules or other regulations expressly state otherwise.
- 15. Children under 3 years of age are entitled to enter the screening free of charge under the supervision of an adult guardian, provided that they do not occupy a separate place. The guardian of a child is obliged to have a document indicating the age of the child and present it to the cinema staff at their request.
- 16. In order not to interfere with other Customers, Viewers who come to the cinema after the start of the film screening must obtain permission from the cinema staff to enter the auditorium.
- 17. Cinema City may decide to introduce, in part or in all cinemas, a special price offer valid for selected film screenings or in selected periods of time, in particular on specific days of the week. The special price offer may not be combined with any promotions, discounted or rewarded tickets in any promotions or contests organized by Cinema City or any other entity.
- 18. Bearing in mind the important role of cinema in the development of culture in Poland, Cinema City Poland declares:
  - a. its readiness to participate in the Cinema Day organized in Poland cyclically, which takes place once a year - on a selected day or days,
  - b. The Cinema Day is organized on a rotational basis by one of the entities operating cinemas and is financed among others by state cultural institutions, entities operating cinemas and - depending on the

- edition - by sponsors outside of the cinema industry, and its purpose is to promote the culture of going to the cinema in Poland,
- c. as part of the Cinema Day, on the day or days specified by the organizers, in all cinemas that have decided to participate in the Cinema Day, viewers may purchase tickets at the same price.
19. The UNLIMITED Card may not be used in conjunction with any promotions, discounted tickets or tickets awarded within the framework of any promotions or contests organized by Cinema City or any other entities, unless the terms of these promotions and contests expressly state otherwise.
20. Although Cinema City tries to comply with its advertised repertoire, Cinema City reserves the right to cancel or change the date of the film screening or to replace it with another film or projection.
21. Cinema City shall not be responsible for any errors in the repertoire published in the printed press or published on external websites.
22. In the event of cancellation, postponement or substitution of a screening of a film or other presentation ("Event"), the Cinema City Manager will decide whether to refund the amount paid for the ticket to the Customers or to issue replacement tickets for the same film or presentation at another date as requested by the Customer. The Customer may request a refund of the amount paid or the issuance of replacement tickets no later than 14 days from the date of the Event.
23. 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 seats might change. Cinema City may send notifications to inform about the changes using contact details as provided during the online booking process.
24. For the reason of your safety and concern for the quality of our services and ensuring special comfort for the disabled, we ask all our Customers to occupy the places indicated on the purchased ticket, as well as not to block the emergency routes, including in particular not to occupy places on the stairs and in the passages before the rows.
25. You must always keep your items with you. Cinema City accepts no responsibility for loss, theft, alteration or damage to any personal items brought into the premises.
26. Please do not disturb the reception of the screening by other Viewers, in particular through the use of mobile phones, loud conversations, expressive expression of emotions connected with the reception of the projection or any other behavior that may interfere with the comfortable reception of the film by other Viewers.
27. The following activities are strictly prohibited in our facilities:
- A. smoking, using electronic cigarettes,
  - B. bringing in food and beverages purchased outside the snack bars owned by Cinema City;
  - C. bringing into the premises and taking narcotic or psychotropic drugs,
  - D. bringing alcohol purchased outside the snack bars owned by Cinema City to the facilities and drinking it in the auditoriums,
  - E. bringing weapons, explosives, pyrotechnic materials or other objects threatening the safety of our Customers,
  - F. being intoxicated or clearly influenced by intoxicants or psychotropic substances,
  - G. bringing in pets
  - H. entering rooms marked "Staff only";
  - I. violent, provocative or otherwise dangerous behaviours for other Customers,
  - J. bringing in bicycles, skateboards and other one- or two-wheel vehicles, as well as riding in on a bicycle, roller blades, and roller skates.
28. We reserve the right to remove from the premises persons who grossly violate these Rules and the order or safety rules applicable in our cinema, and in particular who interfere with the use of our premises by other Customers.



29. We would like to inform you that in our premises, without the prior written consent of the Cinema City Management Board, it is strictly forbidden to photograph, film, as well as to make video and audio recordings during film screenings. We would like to remind Customers that it is a serious crime to copy or attempt to copy any film, soundtrack or other copyright-protected material presented in the screening room and to distribute it further.
30. We appeal to all Customers to observe basic safety rules while staying on the premises of our premises, and in particular to use all equipment and objects located in the facility in a manner consistent with their intended use. In case of any doubts in this respect, it is recommended to consult the cinema staff beforehand. At the same time, the Management Board asks to report to the service any situation that may cause a breach of order or pose a threat to safety.
31. In the event that a Customer or a group of Customers violates any of the provisions of these terms and conditions, Cinema City reserves the right, in addition to any other rights, to take all measures to obtain reimbursement of all costs incurred and to pursue any claims for damages in court.
32. In the event of any accident occurring on the premises of the cinema, the Cinema Service should be notified immediately, which will allow for immediate assistance to the injured persons and to ensure the safety of other spectators.
33. Cinema City is not responsible for parking rules introduced by the administrators of the facilities where Cinema City cinemas are located, including any costs incurred by the Customers. Customers should direct any comments directly to the administrators of facilities or car parks. Cinemas Punkt 44 Katowice and Czerwona Droga in Toruń are administrators of parking lots located near the cinemas. Detailed rules of use are set out in the rules of use of the parking lot available in the two cinemas mentioned above.
34. Cinema City is not responsible for any information displayed or broadcast in the facility by any third parties.
35. Please report any comments to the cinema staff, also with regard to incorrect sound or image quality of the film displayed during the projection or immediately after its completion. We would like to inform you that failure to comply with this obligation may result in the impossibility of confirming the legitimacy of the submitted reservations, and thus the acceptance of your complaint.
36. The Management Board and Cinema staff, out of concern for the safety and comfort of our Customers, informs at the same time that we are ready to provide additional information and help in solving any existing problems and possible disputes or issues not regulated by these Rules.
37. All comments and reservations, as well as expressions of satisfaction can be submitted via the website [www.cinema-city.pl](http://www.cinema-city.pl), the "contact" tab or the e-mail address [bok@cinema-city.pl](mailto:bok@cinema-city.pl).
38. Warning and 4DX Safety Guidelines (only available in some Cinema City cinemas) Before purchasing a ticket, please read the following Notice and 4DX Security Notice:

4DX is a system for generating motion, air, water and scents built into special seats. The 4DX mobile seats use strong movements, high vibration, strong stroboscopic lighting and special physical effects that can cause a risk of injury during the 4DX projection if you do not follow the Warning and Safety Guidelines. By purchasing a ticket and entering the 4DX room, you confirm that you fully understand, comply with and will comply with the Warning and Safety Guidelines. You enter at your own risk and Cinema City and 4DX shall not be responsible for any personal injury or damage suffered as a result of watching the presentation in a cinema equipped with 4DX movable seats, except in case of negligence. All films displayed in 4DX room are subject to a separate pricing policy in accordance with the price list available at ticket offices and on the website [www.cinema-city.pl](http://www.cinema-city.pl). We kindly inform you that there are no discounts for affiliate programs for movies displayed in the 4DX room.

Safety warning:  
4DX seats can be dangerous for pregnant women, people with high blood pressure, heart disease, elderly people, people with disabilities, people with spine, head or neck disorders, people with epilepsy or other illnesses or people with weak or nervous systems. These people should also not use 4DX seats without doctor's permission.

4DX seats can cause imbalance, headaches or queasiness and, in special cases, symptoms similar to epilepsy. 4DX seats are not suitable for babies or young children and may not be used by children under the age of 4 years. Sitting on the knees is forbidden. Children from 4 to 7 years of age can use 4DX seats under adult supervision. The use of pads on 4DX seats is forbidden.

Safety guidelines:

Please always stay in your own seat during the projection, unless you are leaving the projection room. In case of any discomfort or need for help, please immediately call the staff member present in the projection room. It is forbidden to obstruct the spaces between the seats with personal effects or other objects. You must under no circumstances put your arms or legs in between the seats. It is forbidden to bring valuables to the cinema. If this is not the case, you must secure and protect your property as well. It is forbidden to stand on footrests and be careful not to trip or tip over against the footrest when sitting on or standing up from the 4DX seat. It is forbidden to bring coffee, tea or other hot drinks into the projection room as they may spill. Cold drinks should be kept in a mug with a lid and should only be drunk in scenes that do not show intense movement. Any person who is found to be under the influence of drugs may not be admitted to the 4DX projection room or may be asked to leave the 4DX projection room immediately without the right to any refund of the ticket price. It is forbidden to wear or protect delicate clothing because 4DX uses fans, soap bubble machines, stroboscopes and smoke generators to create wind, odour, bubbles or water effects.

4DX projections are not suitable for:

- i. Persons suffering from high blood pressure, heart disease, diseases of the spine, head or neck, epilepsy or any other serious illness;
- ii. Elderly, disabled or blind persons
- iii. Pregnant women;
- iv. Persons susceptible to travel sickness or persons who are physically or mentally sensitive;
- v. Intoxicated persons;
- vi. Children under 4 years of age (children between 4 and 7 years of age should be looked after by adults);
- vii. Persons under 100 cm tall;
- viii. Persons weighing more than 120 kg.

39. Cinema City reserves the right to amend these Terms and Conditions, and the amended Terms and Conditions will be published on the [www.cinema-city.pl](http://www.cinema-city.pl).