

## **General terms of sale and booking of the Cinemas of the Pathé network in Belgium E-cards and E-tickets**

These General Terms (hereinafter referred to as the “CGV”) govern the terms of sale and booking of E-tickets by the spectator, on the Pathé Belgique (Belgium) website [www.pathe.be](http://www.pathe.be) (hereinafter referred to as “the **Site**”). The CGV also include the “Bien vivre sa séance (Enjoy your show)” that is part of a separate document available on the **Site**. These CGV are applicable to all the legal entities listed here.

Pathé Belgique is entitled to change these CGV at any time in accordance with the legal provisions in force.

### **ARTICLE 1 – PURPOSE AND SCOPE:**

The CGV apply to any sale and booking of E-ticket, parking space (only for the Pathé Sint-Niklaas cinema), 3D glasses to be collected at the cinema, made by the spectator (hereinafter referred to as “the **Spectator**”) with the exception of all other conditions, mainly those in force for the sales made at the cinema counters of the network (hereinafter referred to as the “**Cinema(s)**”), those available on Pathé websites other than pathe.be.

### **ARTICLE 2 – PRODUCTS**

On the Site, the Spectator can:

- Buy/Book one or more cinema seat(s) in one of the Cinemas (hereinafter referred to as “**E-ticket**”).
- Siniscoop parking spaces (hereinafter referred to as “**Parking space**”).
- Buy/Book one or more Pathé Infinity gift card (hereinafter referred to as “**Gift card**”).
- “**Parking space**”).
- Buy/Book one or more Card 5 (hereinafter referred to as “**Card 5**”).

The E-ticket, the Parking spaces, the “**Product(s)**”. Refer to the pages dedicated to each of the Products on the Site for more details about the Products.

### **ARTICLE 3 – PURCHASE- BOOKING:**

#### **3.1. Availability:**

Our Product offers are valid as long as they are visible on the Site.

#### **3.2. Validation of your purchase**

You declare to have understood these CGV before the finalisation of your purchase. Thus, the validation of your purchase is tantamount to the acceptance of the CGV. You will receive a summary of the information of your purchase and the CGV via a confirmation e-mail.

#### **3.3. Show booking**

The Spectator can book cinema seats for one or more shows in the Cinemas and up to 10 seats for the same show.

After the booking is confirmed, the Spectator can, as he/she prefers, directly print his/her E-ticket from the Site and/or register to print it later. It will also be sent to him/her with its confirmation e-mail.

### **ARTICLE 4- PRICE:**

**4.1. Display:** The prices of our Products are indicated in Euros inclusive of all taxes.

**4.2. Modification:** Pathé Belgique is entitled to change its prices at any time. The Products will be invoiced based on the rates in force at the time of the purchase.

### **ARTICLE 5 – PAYMENT TERMS**

#### **5.1. Payment methods**

The validation of the purchase implies the obligation upon the Spectator to pay the indicated price. The payment will take place upon the validation of the purchase that can be made by:

- Bank card (Visa, Mastercard, Bancontact, Ideal, etc.),
- Cinema Cheque

The means of payment used must be valid on the day of the show.

#### **5.2. Payment of extras**

During the purchase, the Spectator can select a show that uses some special technology (e.g. 3D, 4DX, IMAX, IMAX 3D, ATMOS etc.) or long movie (from 2h14). In this case, an additional rate will be applied for the show as well as for the accessories required to view the show (hereinafter commonly referred to as the “**Extras**”). The Extras are added to the price of the seat and can be paid for only by bank card.

To know whether a prepaid card covers the Extras, the Spectator needs to directly verify the same on the card or in the [General Terms of Use of Prepaid cards](#).

#### **5.3. Security of payments**

The Site uses the latest technologies, is SSL certified and authenticated by a legally recognised body. The data used (card number, expiry date, security number) is sent in an encrypted form to an approved software (Adyen) that takes care of the management with the banks of the Pathé Belgique entities.

### **ARTICLE 6 – CANCELLATION AND REFUND FOR E-TICKETS**

#### **6.1 - Cancellation by the Spectator**

The E-tickets and the Parking spaces are neither refundable, nor exchangeable, including in case of loss or theft.

#### **6.2- Cancellation by the Cinema**

Subject to the application of article 12 below relating to force majeure, if the Cinema cancels a show, it will offer the Spectator the refund for his/her purchase (except if the seat was booked through an invitation or an offered seat) as per the procedures mentioned below. The choice is at the discretion of the Cinema.

### **ARTICLE 7 – LOSS-THEFT**

**7.1. E-ticket:** If the E-ticket is lost, the Spectator can obtain his/her seat at the Cinema box-office using the e-mail address used during his/her online booking.

In the case of a booking made using a bank card, the Spectator can obtain his/her seat **only at the box-offices** upon providing the booking number of his/her purchase, stated in the confirmation e-mail or with the e-mail address used during his/her online booking.

**7.2. Gift Card** are non-refundable and non-exchangeable, including in the event of loss or theft.

#### **ARTICLE 8 – Personal data**

Pathe Belgique collects personal data pertaining to the Spectator at the time of purchase. This data is processed under conditions that are described in the Personal Data Protection Charter available on the Site.

The collected information will be used for statistical purposes and, more generally, for customer relationship management, such as, mainly, sending the latter the information about the sales offers concerning the products and Pathé Belgique. By making the payment, you accept that your email address be used to send you sales communication similar to the purchases made. You can withdraw this choice at any time.

The personal data is stored mainly in the European Union and can be transferred outside the European Union, especially the United States, for hosting purposes. The service-providers concerned are trusted third-parties that guarantee suitable data protection measures and have obtained the Privacy Shield certification if required. In accordance with the regulations in force, the Spectator has a right of access, portability, deletion, and rectification of his/her data when it is inaccurate, and limitation and objection to the processing of his/her data. He/She can mainly object to cold calling. He/She can exercise these rights through the Customer Department by sending an email to [dpo.fr@pathe.be](mailto:dpo.fr@pathe.be)

#### **ARTICLE 9 - RIGHT OF WITHDRAWAL**

In accordance with the legislation in force, the booking of the Products does not entail entitlement to withdrawal.

#### **ARTICLE 10: CUSTOMER DEPARTMENT**

For any request relating to your booking, you can contact us by email at [ticketsonline.fr@pathe.be](mailto:ticketsonline.fr@pathe.be)

#### **ARTICLE 11– SETTLEMENT OF DISPUTES**

In case of dispute, the Spectator can contact the consumer services ombudsman at [contact@mediationconsommateur.be](mailto:contact@mediationconsommateur.be)

#### **ARTICLE 12 - FORCE MAJEURE**

The Cinemas cannot be held liable in case of occurrence of an event presenting the characteristics of force majeure, as defined by the Belgian case-law in this regard, and rendering it impossible for it to present a show that has been sold. In this case, the Spectator will not be entitled to any refund or damages whatsoever.

#### **ARTICLE 13 – LIMITATIONS OF GUARANTEE AND LIABILITY**

**13.1: Official points of sale of the Products:** Pathé Belgique via its Site, as well as the Cinemas or the duly authorised dealers (e.g. works council), are the only dedicated and guaranteed points of sale for the purchase of Products. Any other point of sale is excluded. Any product bought from an unauthorised point of sale can be invalidated, deactivated or removed, without notice, by Pathé Belgique. In case of doubt, it is recommended to contact the Customer Department.

**13.2. Reproduction - counterfeit:** It is strictly prohibited to reproduce, duplicate or counterfeit a Product in any manner whatsoever.

For the E-ticket, only the first person to show the E-ticket will be allowed to enter the cinema hall. This person is presumed to be the

legitimate bearer of the E-ticket. The person who reproduced the E-ticket and the user of the copy of the E-ticket can be prosecuted. As the E-ticket can be scanned only once, in case of a booking for more than one seat, all the Spectators using the same e-ticket need to be present at the same time to access the hall.

The Cinema will refuse access to the hall if it observes that several printouts or reproductions of a printable E-ticket are being used and that an access to the hall has already been given to the bearer of a print-out or a reproduction. If the person holding an E-ticket is refused access to the hall, he/she will not be refunded for the paid price.

**13.3. Prohibition of Resale:** It is strictly prohibited to resell the Products bought on the Site. Pathé Belgique is entitled to cancel or deactivate any Product that is resold without authorisation without it being held liable by the seller at fault or the buyer.

#### **ARTICLE 14 – IDENTITY OF THE SELLER**

**14.1. For the E-ticket:** The seller is the Cinema under the brand of Pathé or Euroscop selected and identified as such during the purchase. All the information relating to each Cinema is available on the Site under the “Cinemas” section

**14.2. For the Parking Spaces:** The seller is Sinescoop (RPM 0479126055), Stationsplein 12 – 9100 Sint Niklaas – Belgium.

#### **ARTICLE 15 - APPLICABLE LAW – COMPLAINTS**

This contract is governed by Belgian law. The language of this contract is French and the courts of Brussels shall have jurisdiction in case of any dispute.