

GENERAL TERMS AND CONDITIONS OF SUBSCRIPTION **PATHE PASS**



Preamble:

The contractual relationship and General Terms and Conditions of Subscription between Pathé Suisse SA (represented by Connectum, Grossrietstrasse, 8606 Nänikon) and the subscriber are accepted by the subscriber and subscription payer, if this is a different person, upon the signing of this contract.

Subject of the contract:

The Pathé Pass subscription grants the subscriber unlimited access to all Pathé cinema screens in Switzerland (list available at: www.pathe.ch). "Unlimited access" is understood to mean the subscriber's entitlement to one cinema ticket for him or herself per screening, subject to availability and the available seats, for all films and screenings, including 3D screenings, but with the exception of Cinéma Deluxe/VIP, live broadcasts (e.g. opera broadcasts, ballet broadcasts, theatre broadcasts, concert broadcasts, etc.) and private, non-commercial showings. In addition, the subscriber shall be obliged to pay any applicable additional charges for special showings. Supplements are charged in particular for 4DX, IMAX and/or Premium and D-BOX seats, and for glasses (3D, IMAX and over-glasses).

The subscription referred to as the „Pathé Pass“ allows access to an account hosted on a Pathé server, which contains the digital photograph, first name(s) and surname, date of birth, telephone number, email address and postal address of the subscriber, who must be resident in Switzerland. The provision of these details is compulsory for the subscription. The subscription is personal and non-transferable. In order to obtain access to the cinema screens, the card holder must first reserve a seat online at pathe.ch, using the ticket machines or at the ticket desks. Once the necessary checks are made, the subscriber shall receive a valid cinema ticket for the requested screening. The subscriber may be asked to prove his/her identity and the validity of the Card may be checked at any time. Under no circumstances may the subscriber request a refund of a ticket if this was issued having presented the Card.

In order to obtain access to the cinema screens, the subscriber must first reserve a seat online at www.pathe.ch, using the ticket machines or at the ticket desks, and then present his/her Pathé Card (the supporting document of the „Pathé Pass“ subscription) at the control points for cinema entry. The subscriber may be asked to prove his/her identity and the validity of the Card may be checked at any time. Under no circumstances may the subscriber request a refund of a ticket if this was issued having presented the Card.

The subscriber may not enter a new screening until the screening for which he/she was allocated a seat has finished.

Terms and conditions for the conclusion of the subscription contract, price and costs:

The subscription contract is concluded when the subscriber or subscription payer hands over the fully completed and signed subscription contract form to the ticket desk of a Pathé cinema. A digital photo of the subscriber is taken at the time of the conclusion of the contract. The subscriber and, if applicable, the subscription payer must present a piece of ID at the time of the conclusion of the contract. The Card is issued on site. The person paying the subscription must be 18 years of age or over.

Pathé Suisse SA reserves the right to refuse to issue a person with a subscription on a later occasion, be that person the subscriber or the subscription payer, if this person has not fulfilled their obligations as subscriber or subscription payer, in particular that of paying for a previous subscription or if either the subscriber or subscription payer has been banned from entering Pathé cinemas (see Terms and Conditions of Entry to Pathé Cinemas).

The prices applicable on the day the subscription contract is concluded apply to the Card and the subscription. The flat-rate Card fee is added to the price of the subscription. The Card fee is only payable once, except for in case of loss or theft.

Payment terms:

For the first subscription year, the subscriber or, if applicable, the subscription payer may:

- Either pay the entire annual amount plus any Card fees to the cinema ticket desk on conclusion of the contract
- Or pay the fees for the first two subscription months plus any Card fees to the cinema ticket desk, followed by payment of the monthly rate by Debit Direct from a bank or post office account on the 26th of each month, paid for the first time in the second month following the conclusion of the subscription contract. For example, if the subscription contract was concluded on 15 October, the first direct debit payment is made on 26 December.
- Before the end of the first subscription year, the subscriber or, if applicable, the subscription payer who paid the first 12 subscription months plus any Card fees in full on the conclusion of the subscription contract may continue to pay the subscription:
 - Either by paying for a full subscription year at the applicable rate on the payment date by payment order or any other payment method accepted by Pathé Suisse SA;
 - Or by paying monthly by Debit Direct from a bank or post office account on the 26th of each month starting from the thirteenth month of subscription. An application form will be sent to the subscriber and, if applicable, the subscription payer before the end of the first subscription year.

- Subscribers who decided to pay for the first subscription year by Debit Direct will continue to have their account debited unless the subscriber or subscription payer apply to pay with another payment method accepted by Pathé Suisse SA. The subscription shall be blocked in case of late payment. The minimum term of contract is not affected or extended by a late payment.

Entry into effect and minimum term of contract:

The subscription enters into effect with the legally valid signing of the contract and the issue of the Card on site. The contract has a minimum term of 12 months. For example: If a subscription enters into effect on 15 January 2017, it shall remain valid until 14 January 2018.

Cancellation and renewal of the subscription:

The subscription is concluded for a minimum period of 1 year.

If the subscription is paid for by monthly Direct Debit, unless it is cancelled two (2) months before the end of the first year, it shall be tacitly renewed for an unlimited period. The subscription may be cancelled at any time by either party by giving two months' notice. The notice period shall be based on the date of receipt of the cancellation letter. The cancellation letter must be sent to the correspondence address given below. The date of receipt shall be deemed the start of the notice period.

If the subscription is concluded and paid in full for a period of 12 months, it shall be automatically cancelled at the end of the 12 months unless a new payment for a new period of 12 months is made within 10 days before expiry of the contract.

Renewal of the subscription shall take place under the terms and conditions of subscription that are applicable at the time of the renewal, namely under the current price terms and conditions of use, which may have changed since the subscription contract was concluded. If the subscription is renewed with payment of a full year, the renewal conditions applicable at the time of payment of the renewal shall apply. If the subscription is renewed with a monthly Debit Direct payment, the subscription may be cancelled at any time by giving two months' notice. Pathé Suisse SA reserves the right to amend the renewed subscription contract in line with new applicable terms and conditions, namely price terms and conditions of use, taking into account a two-month notice period prior to an amendment or possible cancellation.

Cancellation by Pathé Suisse S.A.:

Pathé Suisse SA is entitled to lawfully cancel the subscription without notice, if:

- The subscriber or subscription payer is in full or partial arrears with a payment.
- The subscriber or subscription payer acted fraudulently when the subscription file was created (provision of false information or presentation of falsified documents).
- The subscriber has transferred his/her subscription rights to a third party, who has therefore fraudulently obtained a seat.
- The subscriber or a third party assigned by the subscriber has acted fraudulently when using the Card (namely the procurement of several tickets for the same screening or reservation of a seat for a screening he/she did not attend)
- The subscriber behaves or speaks aggressively towards other cinema customers or cinema staff.
- The subscriber has disturbed the peaceful course of a screening.
- The subscriber has disregarded the safety rules and business conditions of the cinemas.
- The subscriber has intentionally committed violence, theft or acted destructively.
- The subscriber has not complied with the Terms and Conditions of Entry to Pathé Cinemas

In all these cases resulting in cancellation of the subscription, the subscription shall be blocked immediately, as soon as notice is given of the reason for cancellation, and compensation equivalent to two monthly instalments shall be withheld from the amount already paid or charged by Pathé Suisse SA. Further claims for compensation remain reserved. If the minimum term of contract has not yet expired, compensation equivalent to the remaining monthly instalments shall be payable.

Loss or theft of the Card:

In the event of loss or theft of the Card, the subscriber must inform Pathé Suisse SA immediately by email, letter or telephone, at the addresses or on the number given below, so that the Card can be blocked. At the same time, the subscriber must present him or herself at a Pathé cinema ticket desk so that a new card may be issued against payment of CHF 10.—*. The subscriber may obtain his/her tickets at any time via his/her web account. The subscriber is not entitled to attend a screening without a valid ticket.

* subject to price changes

Personal data:

The Pathé Pass subscriber account contains the first name(s) and surname, the date of birth, the telephone number, the email address and the postal address of the subscriber, who must be resident in Switzerland.

The subscriber is obliged to notify any changes to the information provided when the subscription was taken out in writing to the correspondence address given below. In the event of a change to this information, for example: marriage, change of name or change of address, the subscriber must inform Pathé Suisse SA to ensure that the information in the subscriber's account matches that on his/ her valid ID. If such changes are not notified, the subscription may be blocked when their ID is checked. The subscriber and, if applicable, the subscription payer are obliged to notify any changes to the payment information, as well as any change of name or address, immediately. Pathé Suisse SA reserves the right to renew the photo of the subscriber, if necessary.

The subscriber is recommended to create a „web account“ in the “My Account” area of the www.pathe.ch website and to subscribe to the Pathé loyalty scheme. The creation of this web account allows the subscriber to enjoy additional benefits (see General Terms and Conditions of the Pathé Club).

General abolishment of subscription:

In the event of a general abolishment of subscription, Pathé Suisse SA shall notify the subscriber of the abolishment of the subscription contract by means of notices in the cinemas and a letter sent by email, giving a notice period of two months at the end of the month.

If the abolishment of a subscription takes place during the initial first year of contract or the subscription was renewed with advance payment of the year, Pathé Suisse SA will give the subscriber an invitation valid for one year per week of subscription remaining.

If the subscription was renewed for an unlimited duration and was paid by monthly instalments, the subscription will end at the end of the two-month notice period. The monthly instalments shall continue to be payable up until the end of the subscription.

Applicable law:

These General Terms and Conditions of Subscription are subject to Swiss law.

Changes to the General Terms and Conditions of Business

Pathé Suisse S.A. Reserves the right to amend the applicable Terms and Conditions of Business at any time. The amended General Terms and Conditions of Business shall enter into effect immediately for all newly concluded subscriptions. For all existing subscriptions, they shall enter into effect one month after the date of notification. Existing subscribers have the option of cancelling their subscription during this month, in accordance with the applicable terms and conditions, if they do not agree to the new Terms and Conditions of Business. Terms and Conditions of Business that have newly entered into force shall be displayed in all Pathé cinemas on notices specifying their effective date. They shall also be available to download from the Pathé website www.pathe.ch.

These General Terms and Conditions of Business enter into effect on 30 August 2018.

Customer information for the Pathé Pass:

by phone:

- 0848 101 303 for German
- 0848 101 404 for French

by e-mail:

- cine-pass@pathe.ch

Postal address:

PATHE PASS
Grossrietstrasse 7
CH-8606 Nänikon

*This address should be used only for
any questions regarding the Pathé Pass.*

