



## 1. PREAMBLE

The PATHE CLUB loyalty program for Pathé cinemas in Switzerland allows its members to:

- collect points as per Loyalty Point Chart which can be exchanged for gifts
- receive a „Newsletter“ with the latest news from Pathé Switzerland
- benefit from exclusive offers for members of the loyalty program

## 2. HOW DO I BECOME A PATHE CLUB MEMBER?

### 2.1. PATHE CLUB application form

Membership of the PATHE CLUB is open to all persons aged 14 years and over. Anyone wanting to take part in the program must register online at [www.pathe.ch](http://www.pathe.ch) or in Pathé App of Swiss cinemas in the Pathé Club section. If the subscriber does not yet have a Pathé card, he/she can use his/her email address to register in the Pathé Club section of the website [www.pathe.ch](http://www.pathe.ch) or in Pathé Switzerland App and then apply for the PATHE CLUB card on his/her next cinema visit. Everyone who has a PASS or FRIENDS subscription automatically becomes a member of the PATHE CLUB. In both cases, the presentation of the PATHE card (PASS, FRIENDS or CLUB) will allow loyalty points to be collected when buying tickets at the kiosks or purchasing snacks and drinks at the bar/shop.

### 2.2. PATHE CLUB ACCOUNT

#### 2.2.1 If the member already has a PATHE PASS, PATHE FRIENDS or PATHE CLUB card

In order to be able to enjoy the benefits of the program, the member must register in the Pathé Club section of the website [www.pathe.ch](http://www.pathe.ch) or in Pathé App of Swiss cinemas. It is essential that people who already have an email address registered in the PATHE database use this same address to register. In order to activate your account, you will then be asked to choose a new password and complete the necessary fields. If this is your first login, your password is your date of birth DD/MM/YYYY. Please change it afterwards for security reasons. All your subscriptions (PASS / FRIENDS / CLUB) will be combined into one so that all your transactions can be on the same card and from the same account.

#### 2.2.2 If the new member does not have a card

Registration is done in the Pathé Club section of [www.pathe.ch](http://www.pathe.ch) or in Pathé App of Swiss cinemas using your email address. Your email address also becomes your login. If the member would like a physical card to collect points at the cinema kiosks or bar/shop, he/she can apply for a PATHE CLUB card the next time he/she visits the cinema.

2.2.3. When registering, the member is asked to name his or her reference city in order to receive the corresponding newsletter.

2.2.4 After registration, the loyalty points can be managed in the Pathé Club section of [www.pathe.ch](http://www.pathe.ch) or Pathé App of Swiss cinemas.

#### 2.2.5. Loyalty points

(i) The loyalty account of PATHE PASS subscribers will be credited with a monthly bonus for the amount indicated in the Loyalty Points Chart

(ii) After every transaction, members receive the relevant number of points in their loyalty account, as indicated in the Loyalty Points Chart.

The member guarantees the accuracy of the information provided during registration and is solely responsible for incomplete or incorrect information.

## 3. CONDITIONS OF USE OF THE ACCOUNT

3.1. The member may collect points according to the Loyalty Points Chart. This table is defined by Pathé Switzerland. Pathé Switzerland reserves the right to amend the scale at any time, in particular to implement variable point packages in case of promotions. In order to collect points, members must present their card before each purchase at the cinema. To collect points at the kiosks or online, members must log in with their email address and password to their loyalty account. The points on the account are valid for 12 months starting from the end of the month in which they were credited (for example: a point credited on 5 October 2020 is valid up until and including 31 October 2021).

In case of a purchase of several cinema tickets in a single transaction, all points will be credited to the same account.

3.2 Irrespective of the payment method approved by Pathé Cinemas, the member shall collect points:

- for any purchase of a ticket at the box office and/or at the automatic terminals of Pathé cinemas, or of an e-ticket on [www.pathe.ch](http://www.pathe.ch) or in the Pathé App for Swiss cinemas.
- for any purchase of a ticket for a screening with the Pathé FRIENDS offer
- for every purchase of drinks and/or snacks at the bar/shop on presentation of a Pathé card
- prepaid tickets, such as the FRIENDS offer (purchase of 5 tickets or re-loading of 5 tickets), MET subscription, Personal Ciné rental or gift vouchers do not entitle the member to loyalty points.



3.3. The accumulation of points by the member gives an entitlement exclusively to defined and/or one-off benefits in association with special events. The member may use the points to receive a free ticket as from the Loyalty Points Chart. The member may also use the points to pay at the cinema snack kiosk according to the Loyalty Point Chart. The number of loyalty points collected can be viewed during every transaction and when the member logs onto his/her account at [www.pathe.ch](http://www.pathe.ch) or in Pathé App of Swiss cinemas. The system will automatically offer the member a free ticket in exchange for points as per the Loyalty Points Chart. The point scale may be amended at any time and is published on the Pathé website. For any claims related to the accumulation of points, the member may contact the customer service department of Pathé Cinemas via the "Contact" section on [www.pathe.ch](http://www.pathe.ch). Points may not be attributed retrospectively if the member fails to present the physical card at the cinema or to log-in to the Pathé Club section on the website [pathe.ch](http://pathe.ch) or in Pathé App of Swiss cinema when he/she makes a purchase. Points collected do not have any market value and are therefore not transferable. Any sale or exchange of points is therefore prohibited. The provisions of Article 4 apply.

#### 3.4. Subscription to the Pathé Switzerland Newsletter

PATHE CLUB members agree to receive a weekly newsletter by e-mail, which includes, among other things, the following information: news, cinema programmes, upcoming films, etc.

### 4. TERM / CANCELLATION / TERMINATION

The PATHE CLUB membership is valid for an indefinite term. The member may cancel his registration from the program at any time by contacting the customer service department via the "Contact" section on [www.pathe.ch](http://www.pathe.ch). Any fraudulent use or misuse of the PATHE CLUB account and breach of its terms and conditions by the member or a third party (acting on the member's behalf) shall result in the immediate termination of the CLUB membership and deactivation of the account.

### 5. CHANGES TO THE REGISTERED DETAILS OF THE MEMBER

In case of a change of email address or changes to other information about the member that appear on his/her loyalty account, the member must update this information by going to the Pathé Club section of the [www.pathe.ch](http://www.pathe.ch) website or Pathé App of Swiss cinemas.

### 6. MALFUNCTION, LOST OR THEFT OF THE CARD

In case of malfunction, loss or theft of the card, the member can request a new card from the cinema. The old physical card will be deactivated and the points collected will be recorded and automatically transferred to the new card linked to the loyalty account. A fee of CHF 10.00 will be charged in case of loss or theft for the replacement of the card.

### 7. PERSONAL DATA

According to applicable Swiss data protection law, the information collected as a result of registering for the program shall be processed automatically. Therefore, the member is informed that he/she has a right to access, correct and object, which the member may exercise by submitting his/her request in writing.

### 8. CHANGES, TERMINATION AND CANCELLATION OF THE PROGRAM

The program may be changed, suspended or cancelled in whole or in part at any time. Members shall be informed by email (provided that the email address specified by the member is still valid). In case of a termination of the program, this shall be communicated in all Pathé cinemas. The member shall not be entitled to any compensation as a result of changes, suspensions or cancellations of the program. If on the day that the program is terminated the member has a number of points accumulated giving the member an entitlement to one or more free tickets, the member may use these up until the end of their validity.

### 9. AMENDMENTS OR CHANGES TO THE GENERAL CONDITIONS OF MEMBERSHIP

These General Terms and Conditions of Membership may be changed at any time without prior notice. For information, please visit [www.pathe.ch](http://www.pathe.ch)

### 10. ACCEPTANCE OF THE GENERAL CONDITIONS OF MEMBERSHIP

The PATHE CLUB member accepts these General Terms and Conditions of Membership without reservation.

### 11. APPLICABLE LAW – PLACE OF JURISDICTION - DISPUTES

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

Any complaint or dispute arising from the interpretation or performance of these General Terms and Conditions of Sale will be referred to the competent courts under the ordinary law. The place of jurisdiction is Lausanne, VD.

### LOYALTY POINTS CHART

The 3D supplement is included, but other technical supplements - 4DX, IMAX, D-BOX - are not included, nor are the 3D/IMAX 3D glasses. Premium seat supplement is included only if indicated. Access to Ladies Night and Proud Tuesday is not included in the special event offers. Access to VIP or Ciné Deluxe areas and screenings are reserved for Pathé Club members over 18

#### REGULAR SCREENINGS

500 points | CHF 5.00 discount on shop/bar prices (except menus and promotions)

2000 points | 1 free standard cinema ticket, valid from Monday to Thursday

2500 points | 1 free standard cinema ticket, valid from Friday to Sunday

5000 points | 1 free VIP ticket incl. 1 VIP session + access to VIP area

#### SPECIAL EVENTS & ALTERNATIVE CONTENT

- 1500 points | access to special event with a Full Price of CHF 15.-
- 2000 points | access to special event with a Full Price of CHF 20.- incl. Premium Seat
- 2200 points | access to special event with a Full Price of CHF 21.90
- 2700 points | access to special event with a Full Price of CHF 26.90 incl. Premium Seat
- 2500 points | access to special event with a Full price of CHF 25.-
- 3000 points | access to special event with a Full price of CHF 30.- incl. Premium Seat
- 2700 points | access to special event with a Full price of CHF 27.-
- 3200 points | access to special event with a Full price of CHF 32.- incl. Premium Seat

#### METROPOLITAN OPERA

- 4500 points | access to a MET live broadcast
- 5000 points | access to a MET live broadcast incl. Premium Seat
- 7500 points | access to a MET live broadcast in the Ciné Deluxe Room incl. 3 course buffet
- 3000 points | access to a MET recorded broadcast
- 3500 points | access to a MET recorded broadcast incl. Premium Seat

#### BALLETT

- 3200 points | access to a ballet broadcast
- 3700 points | access to a ballet broadcast incl. Premium Seat
- 5400 points | access to a ballet broadcast in the VIP Room

#### CINE DELUXE / VIP

- 4200 points | access to special Ciné Deluxe event with a Full Price of CHF 41.90
- 4400 points | access to special Ciné Deluxe event with a Full Price of CHF 44.-
- 5200 points | access to special VIP event with a Full Price of CHF 51.90
- 4500 points | access to special Deluxe event with a Full Price of CHF 45.-
- 5500 points | access to special VIP event with a Full Price of CHF 55.-

