

GENERAL SUBSCRIPTION CONDITIONS - PATHE DISCOVERY PASS



1. PREAMBLE

These subscription conditions govern the business relationship between Pathé Switzerland S.A. and the Pathé Discovery Pass user within the framework of the Pathé Discovery Pass offer.

2. VALIDITY OF THE CONTRACT

Upon conclusion and payment of the subscription by the Pathé Discovery Pass user, the contractual relationship is established and the following subscription conditions are accepted.

3. CONTENT OF THE CONTRACT

The Pathé Discovery Pass subscription grants the Pathé Discovery Pass user unlimited access to all public screenings in Pathé Switzerland cinemas (film list available at www.pathe.ch). Unlimited access means that subscribers receive a single entry, seven days a week, within the limits of available seats and exclusively for themselves, to all films and all screenings, with the exception of Cinéma Deluxe/VIP, Pathé events (e.g. Ladies Night, Proud Tuesday), special screenings (outside the applicable regular prices) and private, non-commercial screenings.

The Pathé Discovery Pass subscription does not release the subscriber from paying any surcharges that may apply for special screenings. Surcharges are levied in particular for certain live or delayed broadcasts (e.g. MET, Bolshoi), 4DX and IMAX screenings, Premium seats and D-BOX screenings, as well as for glasses (3D, IMAX and top-up glasses). The subscription is personal and non-transferable.

To access a cinema screening, a ticket must be booked in advance on pathe.ch, via the Pathé App, at a ticket machine or at the cinema box office. The booked ticket and the Pathé Discovery Pass card (or their digital version in the customer account) must be presented as proof of the validity of the Pathé Discovery Pass subscription at the entry point of the cinema. Pathé may ask for proof of identity (ID, driving licence, etc.) and check the validity of the subscription. The refund of a booked ticket is excluded. As long as the screening for which the Pathé Discovery Pass user has booked a ticket has not ended, no new screening can be attended.

4. CLOSING CONDITIONS, PRICE AND COSTS

The Pathé Discovery Pass user must be at least 14 years of age at the time of conclusion of the contract, be resident in Switzerland and have an identity document recognised in Switzerland (ID, driving licence, etc.). When purchasing at the cinema box office, the Pathé Discovery Pass user receives a Pathé Card through which the subscription is activated. The Pathé Discovery Pass Card is personal, non-transferable and must be carried for each screening.

When purchased online, the Pathé Discovery subscription is activated digitally in the Pathé online account and activated for the duration of the subscription. Accordingly, the Pathé Discovery Pass user must always carry a smartphone with the Pathé app/website as proof of the valid subscription when attending a screening and present it on request. Pathé Switzerland SA reserves the right to subsequently refuse a subscription to a person who has not fulfilled his or her obligations, in particular to pay for a previous subscription, or if he or she has been banned from Pathé (see admission conditions for Pathé cinemas).

The prices applicable to the subscription are those in force on the day the subscription contract is concluded.

5. PAYMENT MODALITIES

The Pathé Discovery Pass offer can be paid for online by credit card or TWINT and at the cinema box office by credit card, Maestro card, Postcard or TWINT as well as in cash.

6. COMMENCEMENT AND MINIMUM DURATION OF THE CONTRACT

The Pathé Discovery Pass subscription is concluded for a fixed period of 200 days and ends automatically at the end of the subscription period. A subscription purchased online begins to run no later than 48 hours after the purchase is made; for the subscription period, the start date is the time of the corresponding account activation. A subscription purchased at the box office runs from the date of purchase at the cinema.



7. CANCELLATION AND CONTINUATION OF THE SUBSCRIPTION

Cancellation by the Pathé Discovery Pass user during the subscription period is excluded. At the end of the Pathé Discovery Pass subscription period, the Pathé Discovery Pass user has the option of concluding a personal and non-transferable Pathé Pass subscription with a minimum contract period of twelve months or the Pathé Friends offer (five transferable tickets valid for six months).

The conclusion of one of these offers is subject to the conditions in force at the time of purchase. The digital or physical card issued to the user when taking out the Pathé Discovery Pass remains valid after the end of the subscription. Within the framework of the associated Pathé Club loyalty programme, loyalty points can then continue to be collected and redeemed for the purchase of tickets or food in the shop/at the bar. The general terms and conditions of the Pathé Club apply.

8. TERMINATION OPTIONS BY PATHÉ SWITZERLAND S.A.

Pathé Switzerland SA may terminate the subscription in writing and without notice if the Pathé Discovery Pass user

- has provided false information during registration or has presented forged documents.
- is in default of payment in whole or in part.
- has transferred the rights associated with the personal subscription to a third party without the written consent of Pathé.
- or a third person appointed by him/her has misused the subscription (namely booking several tickets for the same performance or booking a ticket for a performance which he/she did not attend).
- has behaved or spoken inappropriately towards other customers or cinema staff.
- has disrupted the progress of a screening.
- has disregarded the security, access or terms and conditions of a cinema.
- has intentionally committed violent, predatory, or destructive acts.

In all such cases, the subscription will be suspended immediately and without compensation as soon as the reason for termination is known. Pathé reserves the right to make further claims for compensation.

9. LOSS, THEFT AND MALFUNCTION OF THE CARD

In the event of loss or theft of the card, Pathé Switzerland SA must be informed immediately by e-mail so that the card can be deactivated. At the same time, it is compulsory for the Pathé Discovery Pass user to obtain a new card at the box office of a Pathé cinema upon payment of a fee of CHF 10.00*. The Pathé Discovery Pass user can book tickets at any time via the online account. No screening can be attended without a valid ticket.

10. PERSONAL DATA

The Pathé Discovery Pass user's account contains the following data: Surname and first name, date of birth, address, e-mail address and telephone number. The Pathé Discovery Pass user must immediately notify any changes to personal data by e-mail to the address given below. Examples of changes that must be reported are e.g. change of address, change of marital status (marriage, divorce, etc.). Neglect of this reporting obligation may result in the blocking or cancellation of the subscription, especially if the information on the proof of identity does not match the stored data.

The opening of a digital account is automatic for all Pathé Discovery Pass users. In addition to booking tickets, such an online account also enables participation in the Pathé Club loyalty programme. Participation in the loyalty programme is subject to its terms and conditions at the time of joining. By taking out a Pathé Discovery Pass subscription, these conditions are automatically accepted.

11. FORCE MAJEURE AND OFFICIAL MEASURES

The respective legal and internal regulations in connection with general health risks, namely pandemic or epidemic events, apply to cinema attendance. In particular, the authorities may require the presentation of a health certificate or make the wearing of masks compulsory. Such measures will be published on www.pathe.ch or the Pathé App. Measures in connection with such events do not constitute grounds for termination of the subscription.

The only exception is the possible closure of cinemas due to such events (including other events of force majeure such as earthquakes, war, flooding, strikes, etc.), which may trigger a suspension of the subscription. A refund of the subscription due to official measures or because of force majeure is excluded.

12. APPLICABLE LAW AND PLACE OF JURISDICTION

These general subscription conditions are governed by Swiss law. The place of jurisdiction is the registered office of the Pathé company for which the subscription was concluded on the website (name of the cinema on the purchase confirmation), or where the Pathé Discovery Pass card was issued and the Pathé account activated.

13. CHANGES TO THE GENERAL TERMS AND CONDITIONS

Pathé Switzerland S.A. reserves the right to amend the applicable terms and conditions at any time. New Terms and Conditions that come into force will be published in all Pathé cinemas and on the website www.pathe.ch and the App, announcing the date on which they come into force. Amended Terms and Conditions shall apply immediately to all new subscriptions. For existing subscriptions, they shall be valid for one month from the date of publication.

14. COMING INTO EFFECT

These Terms and Conditions for the Pathé Discovery Pass shall enter into force on 13.06.2022.

*Price subject to change

CONTACTS CUSTOMER SERVICE

If you have any questions about the Pathé Discovery Pass subscription, please contact the Pathé Switzerland cinemas directly at the following e-mail addresses:

Basel:	basel@pathe.ch
Berne:	westside@pathe.ch
Dietlikon:	dietlikon@pathe.ch
Geneva:	geneve@pathe.ch
Lausanne:	lausanne@pathe.ch
Ebikon:	ebikon@pathe.ch
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