



## ARTICLE 1 – APPLICATION OF GENERAL TERMS AND CONDITIONS TO ONLINE SALES

These General Terms and Conditions of Sale apply to customers (hereinafter referred to individually the “Customer” and collectively as the “Customers”) in the context of online purchasing of electronic tickets (hereinafter referred to as “e-ticket(s)”) and various offers via the service available on the website <http://www.pathe.ch/> and on the Pathé app of Pathé Switzerland cinemas (hereinafter referred to as the “Site”). The online sales service enables the Customer to purchase cinema tickets or redeem gift vouchers/invitations for their chosen screening, to purchase gift vouchers (only on sale on [www.pathe.ch](http://www.pathe.ch)) and and/or Pathé Friends tickets through the loyalty account of the customer. Any purchase confirmed by the Customer via the Site implies their full, prior and unreserved acceptance of these General Terms and Conditions of Sale. Any commercial use of the content of the Pathé website and app, including the online ticket sales channel, without express written permission is strictly prohibited. For the use of the Personal Ciné offer, the respective terms and conditions apply.

## ARTICLE 2 – CONDITIONS OF USE OF THE ONLINE SALES SERVICE

### 2.1 - Purchase of cinema tickets, gift vouchers or use of gift vouchers

The Customer can use the online sales service to purchase cinema tickets or redeem gift vouchers/invitations for one or more screenings at Pathé Cinemas in Switzerland. The Customer can also use the online sales service to purchase gift vouchers. The Customer may purchase one or more cinema tickets or redeem gift vouchers/invitations for all screenings open for sale, subject to availability and the conditions of use indicated on the gift vouchers/invitations. The Customer may also purchase gift vouchers that will be sent by mail. The Customer will be asked which payment method he/she wishes to use for the online sales service.

The payment methods referred to in Articles 2.1.2 to 2.1.3 must be valid on the day of the screening.

#### 2.1.1 – Bank card

The price applicable for purchasing an e-ticket with a bank card will be the price in effect for the selected screening with payment debited immediately. For gift vouchers, the published price on the website will be debited immediately. Customers may purchase up to a maximum of 10 tickets or gift vouchers per category and per transaction. Payment will be made in Swiss francs, regardless of the origin of the sale.

#### 2.1.2 – Pathé Pass subscription

With a Pathé Pass subscription, the customer can purchase e-tickets for standard or 3D screenings, which are included in the subscription, with the exception of Ciné Deluxe/VIP screenings, special events (Ladies Night, Proud Tuesday) and private, non-commercial showings. In addition, the subscriber shall be obliged to pay any applicable additional charges for special showings such as live broadcasts (e.g. opera broadcasts, ballet broadcasts, theatre broadcasts, concert broadcasts, etc.). Supplements are charged in particular for 4DX, IMAX and/or Premium and D-BOX seats, and for glasses (3D, IMAX and over-glasses). The general terms and conditions of use of the Pathé Pass can be found under Pathé Pass webpage.

#### 2.1.3 – Pathé Friends Offer

The Pathé Friends offer includes 5 prepaid tickets valid for 6 months at all Pathé cinemas in Switzerland. Purchasing Pathé Friends tickets requires the creation of a Pathé Club account (see Pathé Club general terms and conditions). With the Pathé Friends offer, customers can buy e-tickets for standard screenings, which are included in the offer, with the exception of VIP screenings and special events (Ladies Night, Proud Tuesday), special screenings such as live broadcasts (e.g., opera, ballet, theatre, concert screenings), and private, non-commercial screenings. The displayed purchase price includes applicable service fees, which are non-refundable. Additionally, surcharges apply for technologies (3D, IMAX, 4DX, D-BOX, etc.), Premium offers, and for glasses (3D, IMAX, and clip-on glasses).

## ARTICLE 3 – PROHIBITION ON RESALE OF TICKETS

The resale of all tickets purchased on Pathé platforms is prohibited. Any violation may lead to the loss of the service linked to the tickets and a possible claim for damages or restitution of the profit against the person reselling the tickets and the purchasers of the latter. Similarly, persons who violate this provision may be prohibited from purchasing and refunding tickets in the future.

Pathé assumes no responsibility for tickets not purchased through its own sales channels. These do not allow you to attend a screening and any request for reimbursement is excluded, as is any liability on the part of Pathé.

The use of tickets purchased from Pathé for marketing or advertising purposes, for example in the context of prize draws or competitions, is only authorized with the express written consent of Pathé. Any violation may result in claims for damages from Pathé.



#### **ARTICLE 4 – PRINTING/DOWNLOADING CINEMA TICKETS**

As soon as their payment is confirmed, the Customer will receive a confirmation e-mail including the receipt for their purchase and their e-ticket as a PDF attachment. Printing the ticket requires access to a printer that can print onto A4-size white paper. Customers may print their e-ticket in black and white or colour, at their discretion. Customers who have a smartphone can show the e-ticket (QR code) directly. Responsibility for producing the ticket is transferred from Pathé to the Customer by sending the confirmation e-mail to the address provided by the Customer.

Should they lose their e-ticket, however, the Customer may collect it from the cinema's ticket office using their purchase receipt, according to the terms set out in Article 6. Reproducing, duplicating or producing a counterfeit e-ticket in any way whatsoever is strictly prohibited. Only the first person presenting the e-ticket will be admitted to the cinema. This person shall be presumed to be the legitimate e-ticket-holder. Anyone who reproduces an e-ticket or uses a copy of an e-ticket will be liable to criminal prosecution. The Cinema may refuse access to the screens if it is aware that several prints or reproductions of a printable e-ticket are in circulation or that access to the screens has already been granted to the holder of a print or a reproduction.

#### **ARTICLE 5 – TICKET INSPECTION AND ACCESS TO SCREENS**

Tickets will be inspected at the point of access to the screens using an electronic reader. The Customer must present their printed e-ticket on paper or using their smartphone. Access to the screens is permitted up to 15 minutes after the start of the film. Where prices require some form of evidence to be presented (such as an identity card or where there are age restrictions on admission) this will be requested when the e-ticket is inspected. Access to the screens will be refused if evidence cannot be provided. A QR code may only be presented for inspection once. E-tickets cannot be resold.

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

6.1 - Cancellation by the Customer: The cancellation of an e-ticket is free of charge up to 15 minutes before the start of the screening via the website [www.pathe.ch](http://www.pathe.ch), the Pathé App, or using the link received in your e-ticket confirmation email. For payments made by debit or credit card, the refund will be made via transfer to the bank account associated with the card used for the purchase. Note that the refund will not be made if the card used for the original order has expired at the time of the cancellation request. For Pathé Friends users, the Pathé Club account used for the booking will be credited with the number of cancelled e-tickets (excluding Pathé Pass subscriptions). The service fees for the Pathé Friends subscription are non-refundable under any circumstances.

6.2 – Cancellation by the Cinema: Subject to the application of Article 7 below (Force Majeure), in the event of a screening cancellation, the cinema will offer the customer either a complimentary ticket (excluding special screenings) or, depending on the case, a refund of the order under the conditions outlined below. For tickets purchased using a Pathé Pass subscription, no complimentary tickets or refunds will be provided. For tickets purchased using a Pathé Friends subscription, the number of cancelled e-tickets will be credited back to the Pathé Club account used for the order (refund of service fees is excluded). The choice of option is at the customer's discretion, except in the exceptional cases mentioned above.

6.3 If someone who holds a e-ticket is refused access to the screens due to any violation of these terms & conditions or the terms & conditions of entry, they will not be entitled to any refund of the price paid.

#### **ARTICLE 7 – LOSS OF E-TICKET PURCHASED VIA THE ONLINE SALES SERVICE**

Should they lose an e-ticket reserved via the Site, the Customer may collect their ticket from the cinema's ticket office using the ticket receipt from their online reservation. However, if they have made their reservation using a bank card, they may collect their ticket by showing the reservation number found in their confirmation e-mail at the ticket office only.

To obtain their e-ticket, the Customer must present the same payment method used to make the purchase and collect it no later than fifteen (15) minutes before the start of the screening. After this, no ticket will be issued to the Customer and they will not be entitled to any refund.

#### **ARTICLE 8 – FORCE MAJEURE**

Pathé Switzerland cannot be held liable in the case of an occurrence characterized as force majeure, specifically:

- Acts of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods)
- Pandemics, epidemics or similar outbreaks of diseases, including quarantine orders or other public health emergencies
- War, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo
- Rebellion, revolution, insurrection, or military or usurped power, or civil war
- Contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly
- Riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Supplier or of his Subcontractors
- Acts or threats of terrorism or killing rampages

In any such above occurrences, where it is impossible to hold a screening for which tickets have been sold, the Customer will not be entitled to any refund or compensation of any kind whatsoever.

#### **ARTICLE 9 – CUSTOMER'S PERSONAL DATA**

9.1 According to the current Federal legislation in relation to the Covid-19 pandemic, the collection of surname, first name and telephone number is mandatory for attending this event. The data will only be passed on to the competent cantonal authorities in accordance with Article 33 EpG upon request for the purpose of identifying and notifying persons suspected of being infected. This data will be destroyed after 14 days.

9.2 Personal data necessary for the delivery of online sales services are processed in accordance with the provisions of Swiss data protection law. Personal data are used for the purposes stated when they are collected, in relation to entering into or performing contractual agreements (service delivery or product orders), for the purposes required by the circumstances or legislation and/or for marketing and analysis. No personal data are passed on or sold to third parties without prior consent.

#### **ARTICLE 10 – COOKIES**

The Pathé Switzerland website uses cookies to ensure it functions correctly. Cookies are text files that are stored on your computer, either temporarily or permanently. Your data are collected and recorded anonymously and statistics from our website do not include any information on individual users. Cookies record information such as the time of a user's visit, whether it is their first visit and information about the site the user has come from.

The anonymous data recorded via cookies are sent to a Google server in the USA, where they are saved. Google and Facebook/Atlas may – if necessary – pass these data on to third parties, provided there is a legal requirement to do so or that said third parties are processing these data on behalf of Google.

By using this website, the Customer consents to the use of the data as described and for the purposes stated above. Cookies can be removed or deactivated in your browser at any time. Removing cookies may affect the availability of certain functions.

#### **ARTICLE 11 – DATA SECURITY**

Data are sent or transferred over the internet at your own risk.

In the case of orders on a page of the website that allows online payment, the online data you send us are protected by means of a Secure Socket Layer (=SSL).

In spite of all the technical measures implemented by Pathé Switzerland, it is still possible that data may be lost, intercepted or manipulated by unauthorised third parties. As a user, you are responsible for taking appropriate measures in terms of security.

#### **ARTICLE 12 – RIGHT OF ACCESS AND CORRECTION**

You may contact us at any time to find out what personal data we hold on you in our files, or to correct any data which, despite our best efforts and regular updates, may be incorrect.

#### **ARTICLE 13 – SECURITY AND CONFIDENTIALITY OF INFORMATION**

The Site complies with Swiss law in effect in Switzerland regarding the confidentiality of users' personal data.

Security of payments:

- with regard to payments made by bank card, the Site uses the latest technologies and has been granted SSL-type certification authenticated by a legally recognized body
- the data used (card number, expiry date and security code) are transmitted in an encrypted form to an accredited software program (ADYEN) which communicates with the banks used by Pathé Switzerland group companies

Retention of payment data:

- payment data will be retained for a maximum of thirteen (13) months following the actual payment for the purpose of any ticket refunds, order cancellations and/or complaints from the Customer
- bank card data may be retained subject to the Customer's express consent
- bank card security codes are never stored

#### **ARTICLE 14 – 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 the location of the cinema for which the ticket, voucher or subscription was purchased.

