

1. Kinepolis

This "website" and these "mobile applications" are operated by and under the responsibility of Kinepolis Group NV, with its registered office at Eeuwfeestlaan 20 in 1020 Brussels (Belgium), company number BTW BE 0415.928.179, Brussels Commercial Register 622 315, hereinafter referred to as "Kinepolis".

These conditions set out the services and the information that you will find on the website and the mobile applications and how you can use them as a visitor of the website and the mobile applications. In addition to these conditions you will also find information on the Kinepolis website and mobile applications about Kinepolis' policy in the area of (i) personal data protection and (ii) the use of cookies.

2. Website and mobile applications

"Website and mobile applications" refers to the website kinepolis.com and the websites and the mobile applications forming part of that website, including the website of Kinepolis's online ticketing platform. You become a user of the website and the mobile applications by visiting the website and the mobile applications, consulting or sharing information on the website and the mobile applications, making purchases and by any other use. Any use of the website and the mobile applications implies your agreement with these conditions. The use of specific parts or services of the website and the mobile applications may be governed by specific conditions, such as the conditions of sale for the online ticketing platform, which may supplement and/or amend these conditions of use. The use of those parts and services implies your agreement with these specific conditions.

3. Access

The website and the mobile applications are compatible with most browsers. Kinepolis cannot however give any guarantee of compatibility and is not liable if the user is unable to use the website and the mobile applications or part of them. The services may vary according to the country where the user consults the website.

The information on the website and the mobile applications is provided to you for information purposes and for the commercialisation of its products and services by Kinepolis. Users are not permitted to further commercialise the information, for example by selling or renting it or in general any use other than that permitted by these conditions.



Kinepolis takes care to protect the privacy of minors and in particular those below the age of 13 and therefore asks minors, if they are pursuing certain activities online (such as creating a My Kinepolis account, entering a competition, registering for a newsletter), to tell their parents about their online activity and together to read the Privacy Policy and the Cookie Policy on our Kinepolis website carefully. Users are prohibited from gaining access in any way to parts of the website and mobile applications that are not intended for the user, nor are they permitted to edit, delete or archive information on the website and mobile applications that does not belong to the user.

Kinepolis aims to make the website and the mobile applications available to the widest possible group of users on a continuous basis, but gives no guarantees with regard to availability or accessibility. Kinepolis reserves the right to change or temporarily or permanently suspend the website and mobile applications, without prior notice and without entitlement to compensation, for example in the case of interruptions, faults or delays.

<u>4. Use</u>

You must use the website and the mobile applications in the manner they are provided to you by Kinepolis. You must not use the services or information from the website and the mobile applications (for example, text, photos, drawings, icons, software, links, sound, audiovisual content, any graphic design and source codes) in a way or with a purpose that is unlawful or contrary to common decency or public order.

You agree not to perform any act that compromises or may compromise the proper operation or functionality of the website and the mobile applications for yourself or other users, for example by installing robots or spiders, or any other use that cannot be regarded as provided or normal use. Third parties are permitted to link to the website and the mobile applications, but only to the home page and in the manner provided by Kinepolis. Kinepolis does not for example permit pages appearing in a frame of another site. Any other form of hyperlink or deep linking is bound by the consent of Kinepolis.

You must register or create a user account for access to or use of certain parts of the website and the mobile applications. The data you provide in so doing must be correct and it will be processed in accordance with the Privacy Policy that you will find on the Kinepolis website. You are yourself responsible for the confidentiality of the login details and any passwords and for the incorrect use of your account through a lack of care. The forwarding of certain data is always at your own risk and Kinepolis is not liable for loss or malicious interception of this data.

5. Website contentVersion May 2018



Kinepolis aims to ensure that the information on its website and its mobile applications is correct, suitable and up to date, but cannot guarantee this. All documents, information and materials are supplied as is, without any guarantee, express or implied, for example regarding suitability for a particular purpose. Nor is Kinepolis liable for information supplied by third parties, including users.

Kinepolis cannot be held liable for misprints. If for example the information about a product, such as its price, has clearly been displayed incorrectly, Kinepolis reserves the right to reject or to cancel an order for such a product, irrespective of whether or not the order has been confirmed or the price of the product has been debited to the user. If the user has paid the wrongly labelled price, Kinepolis will credit the debited amount to the user's account.

Kinepolis is not obliged to supervise the legitimacy and compatibility with common decency of the information that users place on the website and the mobile applications (posts, reactions, etc), nor is Kinepolis liable in the event of acts of piracy or other copyright infringements committed by users. Kinepolis is not liable for information that third parties place on the website and the mobile applications, but reserves the right to remove this information if it believes that it is not compatible with these conditions of use. A user who places information on the website and the mobile applications will indemnify Kinepolis against any complaint or claim from third parties that Kinepolis might receive as a result of this.

Links to other websites, some of which are managed by Kinepolis, may be published on the website and the mobile applications. In so far as these websites are not managed by Kinepolis, Kinepolis does not check the content or operation of the website and the reference to that website does not indicate a recommendation or approval by Kinepolis. Kinepolis does not therefore exercise any control over these linked websites and rejects any liability with regard to the information on them and their operation, availability, quality, legality, reliability or usefulness.

Apart from Kinepolis's own advertisements, the website and the mobile applications may also contain advertisements from third parties. In this case Kinepolis is not liable for the legality, the correctness, the content and the quality of the advertisement itself and the products and/or services offered by advertisers.

6. Intellectual property rights

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The information published on the website and the mobile applications, including these conditions of use, belongs to Kinepolis or the third parties from which Kinepolis has obtained consent to publish the information on its website and its mobile applications.

The website and the mobile applications are an original creation, both the content and the structure of each element of which are protected by copyright or other intellectual property rights, including the layout, structure, databases, source codes and software. This also applies to the illustrations, text, photos, logos, drawings, images, sounds and other audiovisual material used. All trademarks, brand names or company names are the trademarks or registered trademarks that belong to the owners concerned.

The user will never acquire rights to an element of the website and the mobile applications. Users are consequently not permitted to make copies or alterations, translations, adaptations or changes, nor to disseminate, sell, publish or commercialise the whole or part of the website and the mobile applications, such as by creating links to the website and the mobile applications or storing information in a database, in any form or in any way, electronically, mechanically or otherwise. Infringement of property rights may give rise to civil law or criminal law sanctions.

Kinepolis acquires the intellectual property rights, set out above, to information placed online by the users of the website and the mobile applications. By placing this information, such as text, images or other files, online you are transferring your intellectual property rights to it to Kinepolis, to the extent permitted by law, and you are giving Kinepolis consent to use, disseminate or change this information, on the website, the mobile applications or elsewhere free of charge.

7. Liability

Kinepolis cannot provide any guarantee regarding the accessibility and the performance of the website and the mobile applications and cannot be held liable for any fault, omission or forgetfulness in the concept, performance, content, maintenance, updating, security or use of the website. Kinepolis is not liable for the damage of any kind, including absence of service, data loss or other forms of computer damage that could result from use of the website or the impossibility of use.

Downloading and/or installing software onto their computer by the user may lead to changes in the software and files of the user's computer. It is for the user to check the consequences of use and installation on their computer.

Kinepolis deploys resources to keep its website and its mobile applications free of bugs, viruses, trojans, spyware and other unwanted software, but can give no guarantee and cannot be held liable if they occur nonetheless. Kinepolis asks the user to install updated antivirus, firewall and other Version May 2018



protective software itself. If users should discover irregularities in the use of the website and the mobile applications, they can contact Kinepolis.

8. Competitions

Kinepolis organises competitions and commercial offers on a regular basis. They are bound by these conditions of use, the Privacy Policy as stated on our website and by their own conditions or competition rules that the user can consult on the web page concerned.

9. Amendment of the conditions

These conditions may be amended by Kinepolis at any time, for instance to adapt them to a modified service or to the changes in the legal and regulatory requirements. Changes take effect at the time of publication, so we recommend that you consult the latest version of the conditions when you use the website and the mobile applications.

10. Governing law and competent court

Belgian law alone applies, in so far and to the extent permitted by the national legislation of the country of the user of the website and the mobile applications. Also in so far as permitted, the courts of the court district of Ghent shall be competent.