

# General Terms and Conditions relating to the My Kinepolis account (02/2024)

### 1. General

These General Terms and Conditions are applicable to, and form part of, the "My Kinepolis" agreement (hereinafter: the "Agreement") between you and Kinepolis Group NV, with registered office at Eeuwfeestlaan 20, 1020 Brussels, BE 0415.928.179 (hereinafter: "Kinepolis", "our").

# 2. Subject of Agreement

Not everyone has the same taste in films, music, cultural performances etc. Because the offer at Kinepolis is so broad, we believe it is important to tailor our communication as much as possible to your preferences.

# Some examples:

- We send emails, for example to let you know about a specific film, an upcoming event (such as film premieres), a competition, a product/service. In deciding whether or not to send this email to you, we look at the information we hold about you;
- When you log in to the website as My Kinepolis customer, we customise the homepage and mobile app to you interests. If you love watching action movies, for example, they'll feature at the top. If Indian films are not your thing, they'll be listed at the bottom. This way, we make it quicker and easier for you to find what you are looking for among the wide range of choices;
- We show you relevant advertisements about Kinepolis products and services, fully adapted to your profile, on our websites and websites of third parties, in particular web service providers and social media platforms.

# What do we base these preferences on?

o If you've bought tickets for a film that's part of a series (a James Bond movie, to give a typical example), we will invite you for the next film in the series (unless, of course, you told us you didn't like the last film at all) or a similar film.



We take into account everything you tell us in your My Kinepolis profile:
 your favourite genres, your favourite actors and actresses, your preference
 or not - for films from a specific country, etc.

To get to know you as well as possible, we also watch the films you added to "Films I've seen" and "Films I want to see" and then set out to identify the genres, actors, actresses, directors, etc. who repeatedly feature in those films, so we can also take this into consideration in doing our best to make sure our information matches what you want to watch.

We also offer you the following added benefits:

# A free ticket for your birthday

If you fill in 80% or more of your profile and if you have subscribed to and receives the My Kinepolis newsletter, we'll send you a ticket a few days before your birthday for you to go to the cinema free of charge either on your birthday, the next day or the day after provided that you have purchased a Kinepolis ticket online for a screening (film or event) in programming the period of 12 months prior to your birthday and using the same email address that is linked to your My Kinepolis account.

Please note that this purchase obligation does not apply if you are younger than 18 years. If you are under 18, the birthday ticket is automatically acquired through your birthday. The purchase of advantage cards, gift-boxes, movie vouchers and other items is not considered as purchase of a ticket for a screening in programming; this condition is only met when you exchange it for a specific screening in programming.

# My Kinepolis options on the website and in the mobile app

When you log in to the website or the app as a My Kinepolis customer, you have access to options that aren't available to "normal" visitors and users, such as:

- Tickets: if you buy a ticket online, the ticket is delivered to your My Kinepolis account so you can easily retrieve it both on the website and in your mobile app. (With that ticket on your smartphone, you can go straight to the cinema checkpoint, so you no longer need a printer and paper.)
- "Films I've seen": here you can keep track of your personal movie history.
  Films for which you buy tickets online are automatically added, but you can add films you saw elsewhere yourself to complement your viewing



history. (A condition for this is that the film that has at one time been shown in a Kinepolis theatre and is therefore in our database.)

- o "Films I want to see": if you add a film to this list, we'll send you a message as soon as tickets are available for the first screening.
- Check card balance: if you are a My Kinepolis customer and have a "multiple-visit card", for instance the Kinepolis Movie Card/Family Card, you can check the validity date and the remaining credit on your card at any time on the website or in the mobile app. If you have a loyalty card, you can find information about direct debits, etc. via your My Kinepolis account.

# Access to exclusive events and competitions

Some events and competitions are only available for holders of a My Kinepolis account.

## 3. Conditions of MyKinepolis account

MyKinepolis is only available for private individuals ("natural persons").

Minors who have not yet reached the age of 13 must provide the email address of their parents or legal guardian, so that we may inform them that a MyKinepolis account has been opened by the minor in question. They can, of course, terminate the contract at any time.

If you are a minor, we strongly recommend that you read and approve these General Terms and Conditions and also carefully read the Privacy Policy and Cookie Policy of Kinepolis in the presence of your parents or legal guardian.

Companies and associations ("legal persons") may not create a MyKinepolis account.

# 4. Duration and termination of the Agreement

A My Kinepolis account is created for an indefinite period and takes effect on the date of its creation. Both you and we have the right to terminate this Agreement. You can do this easily and at any time by deleting all your data in your My Kinepolis account under My profile. Should we decide to terminate the Agreement for whatever reason, we will notify you thereof beforehand by email.

We reserve the right to remove your MyKinepolis account in the event of fraud or misuse of the rights you have as holder of a MyKinepolis account, if you have caused



material injury to Kinepolis or if we can no longer reach you by e-mail after several attempts.

# 5. Availability of your MyKinepolis account

Kinepolis does everything that may be reasonably expected to ensure all MyKinepolis services are available 7 days a week, 24 hours a day. However, computer systems require occasional maintenance and we cannot rule out unforeseen circumstances. In such events, we will do everything we can to resolve the issue as quickly as possible, but no damage claims can be demanded in the event of disruptions to the services.

# 6. Protection of privacy

As data controller, we always process your personal data in accordance with the applicable privacy legislation. We process your personal data for purposes and legal grounds as stated on our Kinepolis website(s) under the heading "Privacy Policy".

For more information regarding, among other things, the data retention period, profiling, transfer to third parties involved in the service provision, please refer to our Privacy Policy.

You have the right to oppose certain processing operations as specified in our Privacy Policy by selecting the operation via the option provided in your My Kinepolis account.

You also have a right of access, correction, restriction, deletion and transferability of the data as described in the Privacy Policy. To this end, you simply select this via the option provided in your My Kinepolis account. You can easily consult and edit your details by logging in to your My Kinepolis account.

# 7. Amendments to the Agreement

Kinepolis may at any time make changes to the Agreement if these are not to your disadvantage. On the other hand, we may only make changes that are to your disadvantage if we notify you thereof by email in advance. If you then do not terminate the Agreement within the period specified, you are deemed to have agreed to the new General Terms and Conditions. You can consult the most recent version of these General Terms and Conditions at any time on our website.