General Terms and Conditions of Sale

These General Terms and Conditions of Sale apply to all purchases for non-professional ends of all Kinepolis Products via the Website. Purchases for professional purposes are governed by the terms and conditions of sale for professionals.

1. Products
These General Terms and Conditions of Sale apply to both purchases of cinema tickets via the Kinepolis online ticketing platform (hereinafter referred to as "Tickets") and to other Kinepolis products that are purchased online (hereinafter referred to as "Gifts") such as cinema vouchers, food and beverage vouchers, 100 days cards, family cards, etc. All the products are jointly referred to below as the “Products”.
If one of the conditions only applies to a specific product group, this will be expressly noted.

2. Website
"Website" refers to the kinepolis.com website and the websites that form part of this website, including also the Kinepolis online ticketing platform website. The terms and conditions of use of the Website can be found on the Website under the heading “terms and conditions of use”.

3. Kinepolis
Kinepolis Group NV is a limited company under Belgian law, with registered office at Eeuwfeestlaan 20, 1020 Brussel, registered in the register of legal entities in Brussels with enterprise number BTW BE 0415.928.179. Kinepolis acts as regards the purchase of Tickets as the service provider for its subsidiary in whose cinema complex the Customer buys a Ticket. In case of complaints, questions or problems regarding the purchase of Products, Kinepolis advises its customers first to consult the FAQ on the Website, where the Customer will find the answer to most questions that are asked. The customer can also contact Kinepolis via the contact form attached to the FAQ.

4. Customer
The “Customer” is any person or enterprise which purchases Products for non-professional ends via the Website.
By going through the sale process and placing an order, the Customer confirms that he or she has the necessary capacity to enter into this agreement, or at least has permission from his or her guardian to do so.

5. Product information
Kinepolis makes all the necessary information regarding the Products available on its Website, such as prices at the time of purchase, programming information when purchasing Tickets, and the validity and other terms and conditions of use associated with the Products. The stated prices include all costs associated with the purchase, delivery and use of the Products, unless expressly stated otherwise on the Website. Information regarding the use of Products can also be notified in the proof of purchase and access which the Customer receives. Furthermore, every use of the Products is subject to the in-house rules of the cinema where the Customer wishes to attend the screening.

6. Sales process
The Customer can purchase the Products on the Website and needs to go through the steps described there, such as stating which Products are desired and in what quantity, going through the payment procedure and filling out the personal data required for, among other things, receiving the proof of purchase and access and the electronic delivery of the Products. Every step in the sales process is explained on the Website. The Customer has the opportunity to verify and correct his or her order before proceeding to payment.

General Terms and Conditions of Sale

During the purchase, the Customer will have the opportunity to take cognisance of these General Terms and Conditions of Sale and the privacy statement. The purchase of Products entails acceptance of these conditions and the privacy statement.

7. Payment

The Products can be paid for by means of the online payment methods available on the Website. The Customer is himself responsible for the costs that his financial institution charges for transferring the amount of the purchase to Kinepolis.

If the Customer qualifies for a reduced rate, as communicated on the Website, Kinepolis is entitled to request supporting documents to verify the Customer's right to a reduced rate.

All purchases are payable immediately. Kinepolis reserves the right to reject or cancel orders if there are indications of fraud.

8. Delivery

Unless expressly stated otherwise on the Website, the Products are always delivered by electronic means, for example by sending a proof of purchase and access to the e-mail address provided by the Customer. The Customer is responsible for the validity of the e-mail address given and is himself responsible for the functioning and security of the e-mail program that he uses to receive the Products. The risk of loss of Products sent by electronic means passes to the Customer at the time of delivery of the e-mail at the Customer's internet provider.

A proof of purchase will always be sent to the Customer by e-mail with a summary of the main details of the purchase. The Customer is himself responsible for saving this e-mail. If the Customer does not receive a proof of purchase, he can contact Kinepolis at the e-mail address stated in Article 3 of these terms and conditions.

Every confirmation of purchase of Tickets includes a proof of access or a link to this proof of access, with the access code which entitles the Customer to receive the purchased film tickets in the cinema. If the Customer does not have a printer or a smartphone, he can use the reservation code shown on the proof of purchase and access. Only possession of a valid proof of access or reservation code grants access to the cinema.

The confirmation of purchase of Gifts contains one or more unique codes, whereby the Customer can use each of the codes to obtain a Ticket at a later date, or another Product to which the code is linked. In the case of a 100 days card, the Customer will have a unique code with which he can obtain Tickets on one or several occasions. The Customer is required to use the 100 days card within 30 days after purchase to obtain the first Ticket. After this the Customer will have 100 days to obtain the remaining Tickets.

Each proof of access, each reservation code and each of the codes linked to a Gift is unique and cannot be modified or copied and can, unless expressly stated otherwise, only be used once.

Gifts are always delivered by post, for example by sending the Gifts to the postal address provided by the Customer. The Customer is responsible for ensuring that the e-mail and postal address given are valid.

9. Right of withdrawal

The Customer does not have a right of withdrawal when purchasing Tickets and therefore reserving seats for a specific film screening or for a special event. Nor can tickets be exchanged.

When purchasing Gifts, the Customer has a cooling-off period which expires 14 days after the day on which, as regards Gifts delivered by e-mail, the e-mail with Gifts is received by the Customer; in the case of Gifts with physical delivery (e.g. the Kinepolis film box), the cooling-off period expires 14 days after the day on which the Customer or a third party nominated by the Customer, who is not the carrier, gains physical possession of the goods.

To comply with the cooling-off period of 14 days, it is sufficient for the Customer to send the notification regarding the exercise of the right of withdrawal before the cooling-off period expires.

General Terms and Conditions of Sale

If the Customer wishes to make use of the right of withdrawal, then he shall, if possible, inform us of this (Utopia SA, 45 Avenue JF Kennedy, L-1855 Luxembourg, http://www.kinepolis.lu, marketing.lux@kinepolis.com) in an unambiguous manner (e.g. by post, fax or e-mail). You can make use of the model form enclosed for this purpose (see right of withdrawal form) or fill out the contact form in the FAQ, but you are not obliged to do so. In any event, the withdrawal must contain a clear statement of (1) the Customer's wish to cancel the purchase, (2) a description of the Products which the Customer wishes to cancel, (3) a copy of the confirmation of purchase, (4) the e-mail address used for the purchase, and (5) a statement of the account number (BIC + IBAN) on which the funds are to be repaid.
Where Gifts have been physically delivered, for example in the case of delivery of Kinepolis film boxes, the Customer shall send or hand back the Gift to us (including all parts) at his own expense and without delay, but in any event no later than 14 days after the day on which the Customer notifies us of his decision to cancel the agreement. The Customer is on time if he sends back the goods before the 14-day time limit has expired. The Customer is liable for the direct costs of returning the goods! The Customer must return the Gifts in the same condition as that in which he received them and is only liable for any decrease in value of the goods that is the result of use of the goods over and above what is needed to determine their nature and features. Kinepolis reserves the right not to refund part of returned film boxes if the packaging has been opened or damaged in a manner that goes beyond what is needed to check the Gift. If the Customer cancels the agreement, he will receive back all payments that he has previously made, including, where applicable, carriage costs (with the exception of any additional costs as a result of choosing a delivery method other than the cheapest standard delivery method we offer). Where relevant, we may wait until we have received all the goods before we make payment, or until the Customer has demonstrated that the goods have been sent back, depending on which is the earlier.
The Customer can only exercise the right of withdrawal insofar as no use has been made of the Gifts, even partially. The Customer accepts that any use nullifies the right of withdrawal. We will refund the Customer using the same means of payment with which the Customer performed the original transaction, unless the Customer has expressly agreed otherwise; in any event we will not charge the Customer for such a refund.

10. Liability
Kinepolis warrants that the Products have the characteristics as stated on the Website. When a Customer purchases Tickets or uses a Gift, the availability of seats for the film screening selected is displayed in real time on the Website. Kinepolis does not guarantee that the film programme will remain unchanged during a specific time. Only in the event of technical faults on the Website which result in the Customer not receiving the purchased Products at the stated e-mail address will Kinepolis proceed to refund the purchased Products within a term of a maximum 30 days.
Kinepolis' liability is in any event limited to the value of the purchased Products.
The Customer is himself responsible for errors in the purchasing process, such as stating an incorrect e-mail address or an incorrect quantity of Products or Product characteristics (such as film selection, screening location, screening time or reserved seats). The Customer is also liable for the use that is made of the Products, such as loss of Products, not using Tickets or Gifts in time, allowing other persons to make use of the Products without the Customer's permission, and for any unlawful use of the Products.

11. Personal data
Kinepolis requires a number of personal data for processing and executing the purchase. The data collected with a purchase are processed and used in accordance with Kinepolis' privacy statement, which the Customer can find on the Website and which forms an integral part of every agreement with the Customer. The Customer is deemed to be aware of and to accept this privacy statement.
Kinepolis is responsible for processing data of a personal nature obtained during the purchase and may outsource the processing of such personal data to a processor.

General Terms and Conditions of Sale

12. Changes to the General Terms and Conditions of Sale

Kinepolis reserves the right to amend these General Terms and Conditions of Sale at any time, without warning, among other things in order to reflect changed service provision or changes to legal and regulatory requirements.

The Customer can find the applicable General Terms and Conditions of Sale on the Website with every purchase.

13. Applicable legislation and competent courts

The relationship with the Customer is governed by the law of the country where the purchase is executed. Insofar as and to the extent that this is permitted by this legislation, the courts of Ghent have exclusive jurisdiction to hear disputes in Belgium, while in France it is the courts of Lille that have jurisdiction, in Spain the courts of Madrid and in Switzerland only the courts of the Canton of Schaffhausen.