General Terms and Conditions KINEPOLIS Movie Club (v2. 11/2025)

Article 1 - General

1.1 In these Movie Club conditions, a service of Utopia SA, the terms below shall have the following meaning:

- Member: the adult natural person or the natural person benefiting from the authorization of one of their parents or their legal guardian, having a valid principal residence in Luxembourg, who has entered into a membership with Kinepolis.
- Membership: the contract between Kinepolis and the member to attend film screenings in exchange for a monthly fee under the conditions described below, also called "Movie Club."
- Membership Fee: the monthly fee paid by the member to enjoy the benefits of Movie Club. This fee is due at the start of the membership and before each month in which the membership is renewed.
- Utopia SA: the public limited company established at 45, avenue J.F. Kennedy, 1855 Luxembourg, Luxembourg, VAT LU 160 90 380, hereinafter also called "Kinepolis."
- Film screening: any regular screening in a Kinepolis cinema, excluding: private screenings, film marathons, operas, ballets, concerts, or other events for which an ordinary ticket is not valid (including, but not limited to, Ladies at the Movies, Ciné Breakfast, Horror Night, LuxFilmLab, etc.). Any additional charges are not included in a film screening.
- Movie Club (card): the personal digital card issued by Kinepolis as proof of membership and serving as the member's identification.
- Cinema Ticket: the cinema ticket entitling the holder to one (1) film screening in a Kinepolis cinema under the membership and in exchange for payment of the membership fees.
- Supplement: fees not included in the membership and to be paid separately by the member. For example, supplements exist for a long film, 3D, Cosy Seat, Laser Ultra, Atmos, 4DX, HFR, ethnic film, ScreenX, IMAX, or others. A complete overview of these supplements and their prices can be found on the Kinepolis website.

1.2 The membership is also subject to the house rules of the Kinepolis cinema being visited. These house rules can be found on the Kinepolis website. If any provision of the house rules conflicts with a provision of these conditions, these conditions shall prevail.

1.3 Kinepolis reserves the right to unilaterally modify these conditions for the following reasons:

- When our costs have changed or we have good reasons to expect them to change soon;
- If we need to make a change to comply with a law or regulation that applies to us;
- When the change improves the program or the conditions or adds new features;
- To protect you and us against fraud or any other harmful activity by third parties;
- If the way we operate our cinemas evolves and requires us to modify the functioning of the Movie Club;
- When we correct an obvious error in these conditions;
- If we decide to remove elements from the Movie Club that our members do not usually use;
- To keep all our data up to date;

Kinepolis shall inform the member by e-mail or e-newsletter at least one month before the modification takes effect. Kinepolis may also assume that the member will inform Kinepolis of any changes to their e-mail address in accordance with Article 9. In the event of modifications detrimental to the member, the member may, if they wish, terminate the membership free of charge within the aforementioned one-month period, with the termination taking effect on the date the modification comes into force. The member may exercise this right in accordance with Article 5.2. If the member does not terminate the membership within the aforementioned period, they shall be deemed to accept the new conditions.

1.4 Kinepolis reserves the right to unilaterally terminate the Movie Club system without giving a reason, provided that a reasonable notice period is respected.

Article 2 – Movie Club Registration

2.1 To be able to use Movie Club, the member must first create a My Kinepolis account.

2.2 The member then completes the online Movie Club registration form with their payment details and makes the payment. As soon as this payment has been correctly made, the member receives a confirmation of registration and the Movie Club card is activated.

2.3 The member must be at least eighteen (18) years old or have the authorization of one of their parents or their legal guardian, and have their principal residence in Luxembourg, in order to enter into a membership.

2.4 Kinepolis reserves the right to refuse a membership, including, but not limited to, persons whose membership has been previously terminated in accordance with Article 5.3 of these general conditions.

2.5 Kinepolis reserves the right to block the membership for a determined period or to terminate it permanently if the member does not comply with these general conditions. In this case, Kinepolis shall not be liable for any refund or compensation.

Article 3 - Movie Club Rules

3.1 The Movie Club card is strictly personal and non-transferable. A Movie Club card includes the member's name.

3.2 The Movie Club card is valid in all Kinepolis cinemas in Luxembourg, such as Kinepolis Kirchberg, Kinepolis Belval, and Ciné Utopia.

3.3 By paying the membership fees, the member receives each month one (1) cinema ticket for a film screening in a Kinepolis cinema in Luxembourg (excluding any additional charges). The cinema ticket is valid for 6 months after issuance.

3.4 The member may purchase additional tickets for a film screening at a reduced rate, as mentioned on the Kinepolis website, for themselves and/or their +1. The member must always be personally present at the film screening when using their tickets.

3.5 A maximum of two (2) cinema tickets, or one (1) cinema ticket and one (1) reduced-rate ticket in accordance with Article 3.4, or two (2) reduced-rate tickets in accordance with Article 3.4 may be used per film screening. If the member wants more tickets for a film screening, they pay the regular price listed on the website starting from the third ticket. The member may attend a maximum of three (3) film screenings per day using cinema tickets and/or reduced-rate tickets in accordance with Article 3.4.

3.6 For film screenings to which supplements apply, for example for a long film, 3D, Cosy Seat, Laser Ultra, Atmos, 4DX, HFR, ethnic film, ScreenX, IMAX, or others, the member must pay them separately at the box office, online, or at the ticket machine.

3.7 For each film screening they wish to attend, the member is required to order a ticket at the Kinepolis cinema where the screening takes place. This can be done via official channels allowing the purchase of Kinepolis tickets, including, but not limited to, the Kinepolis website, the Kinepolis mobile app, the ticket machine, the cinema box office, etc.

3.8 If no more tickets are available for the intended film screening, for example because all tickets for that screening have been sold, the member may not invoke non-performance of any obligation by Kinepolis.

3.9 The cinema ticket and/or reduced-rate ticket in accordance with Article 3.4 is only valid in combination with a Movie Club card. Access to the film screening may be denied if the member cannot present a valid Movie Club card.

3.10 It is expressly forbidden for the member to resell cinema tickets, reduced-rate tickets in accordance with Article 3.4, and/or other tickets issued via the Movie Club card.

3.11 Upon presentation of the Movie Club card, the member is entitled to a 10% discount on all food and beverages sold in the Kinepolis shop. This discount cannot be combined with other discounts or promotions. Attention: this discount is not valid in the restaurants and bars of the Kinepolis complex.

3.12 The member has the right to withdraw from the membership, without paying a penalty and without giving a reason, within a revocation period that expires 14 calendar days after receiving the confirmation of membership from Kinepolis. To exercise this right of withdrawal, the member must inform Kinepolis by an explicit statement (for example, sent by e-mail to movieclub[dot]lu[at]kinepolis[dot]com). The member may also use

the standard withdrawal form available via the FAQ on the website. If the member uses the Movie Club card within 14 days of purchase and withdraws within the prescribed period, they shall pay a proportional amount corresponding to the price of a regular cinema ticket as indicated on the website, per ticket purchased. In this case, Kinepolis has the right to apply a compensation.

Article 4 - Membership duration

4.1 The membership takes effect on the day of the first payment and is entered into for an indefinite period of at least 6 full months, except as provided in Articles 5.3 and 6.2.

4.2 After the aforementioned period of 6 full months, the member may terminate the membership in the manner described in Articles 5.1 and 5.2.

Article 5 - Termination or suspension of membership

5.1 A membership may be terminated while respecting the minimum membership period of 6 full months. In this case, the termination takes effect on the last day of the current period for which the membership fees have been paid.

5.2 Termination of the membership can only be done online via the member's My Kinepolis account. Further information can be found in the FAQ. Simply not paying the membership fees does not constitute a termination.

- Kinepolis reserves the right to immediately terminate or suspend the membership, without being liable for any refund or compensation, if the member:
- has provided incorrect information;
- commits fraud in the use of the Movie Club card. Fraud includes, in particular: the use of a lent, lost, stolen, or copied Movie Club card and participation in such acts; resale in accordance with Article 3.10; use of the Movie Club card for profit;
- does not comply with these general conditions or the house rules of the Kinepolis cinema attended;

has not fulfilled the payment obligation described in Article 7 on time (including in the case of a disputed transaction).

5.4 If the membership is terminated and the minimum membership period of 6 months has not yet elapsed, the member shall pay compensation corresponding to the remaining minimum membership period, except in the case of termination under Article 1.3/6.2. The member is not entitled to a refund of membership fees already paid.

5.5 After termination of the membership, all Movie Club benefits/discounts end. Cinema tickets already available and obtained legitimately remain valid during their validity period.

Article 6 - Price

6.1 The (monthly) price of the membership is stated on the Kinepolis website.

6.2 Kinepolis reserves the right to modify the membership price for the following reasons:

- Our costs have changed, or we have good reasons to expect them to change soon. This includes when there is a change in law or regulation that increases our costs;
- Applicable taxes and fees have been changed (or new ones introduced);
- We add new features or improve your Movie Club program. If applicable, we will reasonably increase the monthly fee to reflect the improvements;
- We have other business reasons to modify the monthly fees. We may increase or decrease the monthly fees for any other business reason, but we will inform you as stated below;
- if a VAT increase comes into effect during your program;
- If the price of regular B2C tickets is changed.

Kinepolis shall inform the member by e-mail or e-newsletter at least one month before the price modification takes effect. The member may then, if they wish, terminate the membership free of charge on the date the price change is introduced by canceling within the aforementioned one-month period. The member may exercise this right in accordance with Article 5.2. If the member does not terminate the membership within the aforementioned period, they shall be deemed to accept the new price.

Article 7 - Payment

7.1 The membership fees are due monthly and are paid exclusively by direct debit, except for the first month. The first month must be paid online using the chosen payment method as indicated on the registration page. Through their My Kinepolis account, the member can select multiple payment methods. It is not possible to pay the membership fees at the box office of a Kinepolis cinema. The bank account used by the member to pay the first monthly fee will be used by Kinepolis for the direct debit of subsequent monthly membership fees. By paying the first monthly fee, the member authorizes Kinepolis to proceed (through a third party engaged by Kinepolis or not) with the monthly direct debit of the membership fees.

7.2 To the extent required by law, Kinepolis will notify the member of the direct debit pre-notification at least 6 calendar days before the monthly initiation.

7.3 The member may adjust the chosen payment method at any time via their My Kinepolis account.

7.4 If the main payment method is declined or no longer available, Kinepolis reserves the right to debit the membership fees from other payment methods linked to the member's account.

7.5 The monthly direct debit is initiated on the same day of the month as the member's first payment.

7.6 If, for any reason, the direct debit cannot be executed on the aforementioned date, Kinepolis will inform the member by e-mail. In this case, Kinepolis reserves the right to suspend or terminate its obligations under the membership and to deactivate the Movie Club card.

7.7 The member shall make all payments in single monthly installments. Different amounts will be refunded and will not be considered a valid payment.

Article 8 – Customer service

8.1 In case of complaints, questions, or problems regarding the purchase of the Movie Club card, Kinepolis advises its member to first consult the FAQ on the Kinepolis website, where answers to the most frequently asked questions can be found. Through this channel, the member can also contact Kinepolis.

For any questions or complaints, the member may also send an e-mail to movieclub[dot]lu[at]kinepolis[dot]com.

Article 9 - Customer data

The member shall immediately inform Kinepolis of any changes to their data, such as changes in name, e-mail address, or bank account number. Changes to this data can only be submitted via My Kinepolis.

Article 10 - Third-Party Commitment

Kinepolis has the right to call on third parties in the execution of the membership.

Article 11 - Liability and Force Majeure

11.1 Kinepolis is not responsible for damage caused by relying on inaccurate and/or incomplete data provided by or on behalf of the member.

11.2 If Kinepolis is liable for damage, it is only liable for direct damage suffered by the member as a result of a breach and/or unlawful act attributable to Kinepolis. The total liability under the membership shall never exceed the monthly membership fees of twelve (12) months.

11.3 Kinepolis is never liable for consequential damages, including purely financial loss, loss of profit, and immaterial damage.

11.4 The limitation of liability in this article does not apply in the case of intent or deliberate recklessness by Kinepolis.

11.5 In the event of non-performance of an obligation, Kinepolis may invoke force majeure. Force majeure shall in any case be deemed to exist if a film screening cannot take place due to a technical or electricity failure.

Article 12 - Applicable law

This membership is subject to Luxembourg law.

Privacy Statement

As the controller of the processing of personal data, Kinepolis processes the member's personal data in a proper and conscientious manner, and always in accordance with the applicable privacy regulations. Kinepolis processes this personal data for purposes and legal grounds described in its privacy policy available on the Kinepolis website. The member will also find here further information about the type of personal data that is processed, the retention period of the data, profiling, and data transfer.

The member has the right to object to certain processing activities mentioned in the privacy policy. The member also has the right to access, correct, delete, and port their personal data, as well as the right to obtain the restriction of processing in certain cases described in the privacy policy.

The member can exercise all the aforementioned rights easily via the self-service platform provided through their My Kinepolis account. If the member has any further questions, they may also send a request by e-mail to privacy[at]kinepolis[dot]lu.