

MultiBilet Programme Terms and Conditions

Definitions

Benefit Systems - i.e. Benefit Systems S.A., with its registered office in Plac Europejski 2, 00-844 Warsaw, entered into the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register (KRS), KRS Number: 0000370919, Tax Identification Number (NIP): 836-167-65-10, Business Statistical Number (REGON): 750721670, initial share capital: PLN 2,933,542.00, fully paid;

MultiBilet Programme – an original Benefit Systems programme for Customers, which includes Vouchers and Codes;

MultiBilet Voucher ("Voucher") – a paper voucher issued by Benefit Systems (the following types are available: MultiBilet 2D, MultiBilet 3D, MultiBilet Plus 2D, MultiBilet Plus 2D excluding Warsaw, MultiBilet Plus 3D, MultiBilet Plus 3D excluding Warsaw, MultiBilet Regionalny 2D), which can be redeemed by the bearer in designated MultiBilet Programme cinemas for Film Screening tickets. Each voucher has a unique identification code and a stub. One Voucher can be redeemed for one Film Screening ticket;

Code — is understood to mean: (1) a Single-Use eMultiBilet, i.e. a code in the form of a series of characters, delivered to an authorised person in a text message or by email in a pdf file, in the form of e.g.: a barcode, text message, photo-code or in a different form (the following types are available: eMultiBilet 2D, eMultiBilet 3D, eMultiBilet Premium 2D, eMultiBilet Premium 2D excluding Warsaw, eMultiBilet Premium 3D, eMultiBilet Premium 3D excluding Warsaw), which can be redeemed for a Film Screening ticket at cinemas participating in the MultiBilet Programme, or (2) a Multiple-Use eMultiBilet, i.e. a code in the form of a series of characters, delivered to an authorised person in a text message or by email in a pdf file, in the form of e.g.: a barcode, text message, photo-code or in a different form (the following types are available: eMultiBilet 2D, eMultiBilet 3D, eMultiBilet Premium 2D, eMultiBilet Premium 3D), which can be redeemed for Film Screening tickets at cinemas participating in the MultiBilet Programme up to the allowed limit of admissions;

Partner – a business entity offering services which Users may use upon producing a valid Voucher or Code;

Customer – a legal person or unit without legal personality which conducts business operations and purchases Vouchers or Codes from Benefit Systems under the MultiBilet Programme.

User – a natural person holding a Voucher or Code;

Film Screening – a screening of a film from the regular lineup offered by a Partner, with the exception of festivals, marathons, special shows, sneak preview screenings and screenings in VIP rooms and on 4DX screens. Any derogations from this rule are listed on the Partner's website on https://www.benefitsystems.pl/search/multibilet;

Expiry Date – a date by which a MultiBilet Voucher or Code can be validly used;

Terminal System – a system for the automatic recording of admissions into Film Screenings for Single-Use and Multiple-Use eMultiBilet tickets, using a terminal and readers of the barcodes registered in the Code;

Partner Panel – a system for the automatic recording of admissions into Film Screenings for (Single-Use and Multiple-Use) eMultiBilet codes, as part of which an employee of the Partner uses an online registration system available on: https://mma2.benefitsystems.pl/PartnerPanel.

Terms and Conditions – these terms and conditions.



Chapter I

MultiBilet Vouchers

Article 1

General Rules

- 1. These Terms and Conditions apply to the purchase process, the acceptance of MultiBilet Vouchers and to complaints about the sales of MultiBilet Vouchers.
- 2. MultiBilet Vouchers have an Expiry Date, of which the Customer shall be notified when placing an order.
- 3. A MultiBilet Voucher becomes invalid after the Expiry Date.
- **4.** By placing an order for the Vouchers, the Customer accepts these Terms and Conditions.
- 5. The MultiBilet Voucher cannot be redeemed for money (cash), either in whole or in part, and cannot be returned to Benefit Systems, with the exception of cases related to complaints.
- **6.** The buyer of a MultiBilet Voucher shall not be entitled to resell it or use it otherwise, e.g. as part of business activity.
- 7. Before purchasing MultiBilet Vouchers, the Customer is required to read the Terms and Conditions posted by Benefit Systems on www.benefitsystems.pl/multibilet/jak-to-dziala and agrees to advise the User on the terms of use of the MultiBilet Programme.

Article 2

Using MultiBilet Vouchers

- 1. Benefit Systems shall deliver the ordered MultiBilet Vouchers through a courier's service.
- 2. Before a Film Screening, the User shall redeem the MultiBilet Voucher for a ticket in the cinema's ticket office.
- Once the MultiBilet Voucher has been handed over to an employee of the Partner to be redeemed for a ticket
 to a Film Screening, it shall not be possible to recover the MultiBilet Voucher, with the exception of cases related
 to complaints.
- 4. Holding a MultiBilet Voucher is not a guarantee of obtaining a seat for a particular Film Screening.
- 5. The User shall be entitled to use the MultiBilet Voucher on any day of the week.
- **6.** If a Voucher is redeemed on the last day before it expires, the cinema staff has be right to refuse to redeem the Voucher for a ticket for a Film Screening scheduled for after the expiry of the Voucher.
- 7. The MultiBilet Voucher shall not be accepted if its number or barcode is illegible.
- **8.** A list of venues which accept the MultiBilet Vouchers is available on www.benefitsystems.pl/search/multibilet. Benefit Systems reserves the right to amend the list of venues which accept the Vouchers.
- 9. The MultiBilet Plus 2D excluding Warsaw and MultiBilet Plus 3D excluding Warsaw are accepted at the cinemas listed on: www.benefitsystems.pl/search/multibilet with the exception of cinemas located in Warsaw.

Article 3

Order placement and delivery

- 1. Only Customers may purchase MultiBilet Vouchers.
- 2. Orders for MultiBilet Vouchers may be placed by email at: sprzedaz@programkinowy.pl 24 hours per day, every day of the year. Orders placed on weekdays after 4 p.m. and on Saturdays, Sundays and holidays shall be filled on the next business day. The order shall be filled within 7 days.
- 3. Orders shall only be filled upon the acceptance of the Terms and Conditions and if accurate data is provided



when the order is placed.

- 4. Payment for the ordered Vouchers shall be made in one of the two ways specified below:
 - 1) For new Customers a pro-forma invoice shall be sent to the e-mail address provided by the Customer, on the basis of which the Customer shall make the payment and once the amount is credited to the account of Benefit Systems, Benefit Systems shall send the ordered number of MultiBilet Vouchers, with the original invoice, to the Customer.
 - 2) For existing Customers once the order is placed, the purchased MultiBilet Vouchers, along with the invoice, shall be sent to the Customer using a courier's service. The Customer shall pay the fee to Benefit Systems within 14 days of the date of issue of the VAT invoice.
- 5. Benefit Systems shall cover the cost of delivery of the Vouchers to the Customer.

Article 4

Complaints

- 1. A MultiBilet Voucher, purchased in the manned set out in the Terms and Conditions, shall not be exchanged for a different one.
- 2. Benefit Systems shall not be held accountable for any MultiBilet Vouchers which are lost or damaged after they have been provided to the Customer.
- 3. The Customer or User shall not be entitled to any claims against Benefit Systems for the loss (including theft) or damage to the MultiBilet Vouchers once they have been handed over to the Customer or if access to the Vouchers is obtained by any third parties without Benefit Systems being at fault.
- **4.** Any complaints related to deficiencies in the MultiBilet Voucher handling process and its use to be redeemed for admission to a Film Screening shall be examined by Benefit Systems promptly after the User or Customer lodges a complaint.
- **5.** Complaints may be lodged by email to the following address: info@programkinowy.pl.

Article 5

Liability

- 1. Benefit Systems shall not be liable for the course of the Film Screening, which falls within the exclusive responsibility of the Partner. Benefit Systems shall not be liable for the content of a particular Film Screening, including any advertising content, and its conformity to the actual course.
- 2. Benefit Systems shall not be liable for any changes to the film lineup offered by the Partner.
- 3. The User and/or Customer should notify Benefit Systems of any irregularities affecting the use of the MultiBilet Vouchers
- **4.** Benefit Systems shall be liable for the accuracy of the provided MultiBilet Voucher and for the Voucher's expiry date.

Chapter II

eMultiBilet Code

Article 1

General Rules

1. These Terms and Conditions apply to the eMultiBilet code purchase and acceptance process, as well as to



- complaints concerning eMultiBilet codes.
- 2. eMultiBilet Codes have an Expiry Date, of which the Customer shall be notified when placing an order.
- 3. The eMultiBilet becomes invalid after the Expiry Date.
- 4. The eMultiBilet becomes invalid after all the Codes stored in it have been used.
- 5. By placing an order, the Customer accepts these Terms and Conditions.
- **6.** The eMultiBilet cannot be redeemed for money (cash), either in whole or in part, and cannot be returned to Benefit Systems, apart for cases related to complaints.
- 7. The buyer of a the eMultiBilet shall not be entitled to resell it or use it otherwise, e.g. as part of business activity.
- 8. Before purchasing an eMultiBilet, the Customer is required to read the Terms and Conditions posted by Benefit Systems on www.benefitsystems.pl/multibilet/jak-to-dziala and agrees to advise the User on the terms of use of the MultiBilet Programme.

Article 2

Using eMultiBilet

- 1. Benefit Systems shall send the ordered eMultiBilet to the Customer in an encrypted excel file by email. The password to access the file shall be sent in a separate email.
- 2. Before the Film Screening, the User shall show the eMultiBilet in the cinema's ticket office. Once the eMultiBilet is entered and the transaction is confirmed in the Terminal System on in the app, the User shall be entitled to enter the Film Screening of their choice.
- 3. Once the Code has provided to an employee of the Partner to be redeemed for a ticket to a Film Screening, it shall not be possible to recover a verified Electronic Cinema Code, with the exception of cases related to complaints.
- 4. Holding an eMultiBilet is not a guarantee of obtaining a seat for a particular Film Screening.
- 5. The User shall be entitled to use the eMultiBilet on all days of the week, with the exception of time-limited eMultiBilets, of which the Customer shall be notified upon purchase.
- 6. If an eMultiBilet code is redeemed on the last day before it expires, the cinema staff has the right to refuse to redeem the Voucher for a ticket for a Film Screening scheduled for after the expiry of the eMultiBilet.
- 7. The eMultiBilet shall not be accepted if its number, barcode of photo-code is illegible or if the eMultiBilet has already been used.
- 8. The User is entitled to check the current number of Codes available in his or her eMultiBilet. For this purpose, the User may contact the Benefit Systems hotline at: 22 242 42, 7 days a week, between 7 a.m. and 10 p.m.
- 9. A list of venues which accept the eMultiBilet is available on www.benefitsystems.pl/search/multibilet. Benefit Systems reserves the right to amend the list of venues which accept them.
- 10. The eMultiBilet Premium 2D excluding Warsaw and eMultiBilet Premium 3D excluding Warsaw are accepted at the cinemas whose list is available on: www.benefitsystems.pl/search/multibilet, with the exception of cinemas located in Warsaw and Janki.
- 11. The eMultiBilet cannot be used in the event of a failure of the Terminal System or the App.

Article 3

Order placement and delivery

- 1. Only Customers may purchase the eMultiBilet.
- 2. Orders for the eMultiBilet may be placed by email at: sprzedaz@programkinowy.pl 24 hours per day, every day of the year. Orders placed on weekdays after 4 p.m. and on Saturdays, Sundays and holidays shall be filled on the next business day. The order shall be filled within 7 days.



- **3.** Orders shall only be filled upon the acceptance of the Terms and Conditions and if accurate data is provided when the order is placed.
- 4. Payment for the ordered eMultiBilet shall be made in one of the two ways specified below:
 - 1) For new Customers a pro-forma invoice shall be sent to the e-mail address provided by the Customer, on the basis of which the Customer shall make the payment and once the amount is credited to the account of Benefit Systems, Benefit Systems shall send the ordered number of eMultiBilets, with the original invoice, to the Customer.
 - 2) For existing Customers once the order is placed, the purchased eMultiBilets shall be sent to the Customer in an encrypted file to the e-mail address provided in the form. The original invoice shall be sent to the Customer by mail. The Customer shall pay the fee to Benefit Systems within 14 days of the date of issue of the VAT invoice.

Article 4

Complaints

- 1. An eMultiBilet purchased as per the Terms and Conditions must not be exchanged for a different one.
- 2. Benefit Systems shall not be accountable for eMultiBilets which have been lost or damaged after they have been provided to the Customer.
- 3. The Customer or User shall not be entitled to any claims against Benefit Systems for the loss (including theft) or damage to the eMultiBilet once it has been handed over to the Customer or if access to the eMultiBilet is obtained by any third parties without Benefit Systems being at fault.
- **4.** Any complaints related to deficiencies in the eMultiBilet handling process and its use to be redeemed for admission to a Film Screening shall be examined by Benefit Systems promptly after the User or Customer lodges a complaint.
- 5. Complaints may be lodged by email to the following address: info@programkinowy.pl.

Article 5

Liability

- 1. Benefit Systems shall not be liable for the course of the Film Screening, which falls within the exclusive responsibility of the Partner. Benefit Systems shall not be liable for the content of a particular Film Screening, including any advertising content, and its conformity to the actual course.
- 2. Benefit Systems shall not be liable for any changes to the film lineup offered by the Partner.
- 3. The User and/or the Customer should notify Benefit Systems of any irregularities affecting the use of the eMultiBilet.
- 4. Benefit Systems shall be liable for the accuracy of the provided eMultiBilet and for the expiry dates of the Codes.
- 5. Benefit Systems shall not be liable for the User's inability to use the eMultiBilet in the case of a failure of the Terminal System or the App.

Chapter III

Article 1

Final Provisions

- 1. Any matters not regulated herein shall be governed by the provisions of the Polish Civil Code.
- 2. Any disputes between the Customer and Benefit Systems shall be settled by a general court of law with jurisdiction over Benefit Systems.



- 3. Benefit Systems reserves the right to amend these Terms and Conditions. Any amendments shall be effective upon being made by Benefit Systems, after the amended Terms and Conditions are made available on: www.benefitsystems.pl/multibilet/jak-to-dziala.
- 4. Where a separate agreement is made for the purchase of MultiBilet Vouchers or eMultiBilet Codes, these Terms and Conditions shall be annexed thereto.

Article 2 Personal data

1. Benefit Systems S.A. is the controller of personal data as part of the provision of services under these Terms and Conditions. Detailed information on personal data processing and on the rights of data subjects is available in the Privacy Policy