

## Unlimited Card Terms and Conditions valid from 12.12.2017 until 23.05.2018 (inclusive)

### 1. Introduction

1.1 These written terms and conditions (Conditions) and the [Privacy Policy](#) apply to the Cineworld Unlimited Card membership scheme and all Unlimited Cards. You will be required to confirm that You (and if You are buying an Unlimited Card for someone else, the Unlimited Member) agree to be bound by these Conditions during the purchase process. Please read them carefully and make sure that You understand them before You register. They do not affect your legal rights.

1.2 Cineworld may change these Conditions at any time as described in clause 10 below.

1.3 These Conditions were last updated 12<sup>th</sup> December 2017. We recommend that You print and keep a copy of these Conditions for future reference.

#### 1.4 Your agreement with Cineworld

You: the person who enters into an Agreement for the purchase of an Unlimited Card. PLEASE NOTE: where you purchase the Unlimited Card for someone else, these Conditions will also apply to them as an Unlimited Member, so please ensure that You have their permission to agree to these Conditions on their behalf.

**Cineworld/Us:** If your residential address is in:

(i) the UK or The Channel Islands, the Agreement will be with Cineworld Cinemas Limited, a company registered in England and Wales under company number 01915767 with registered address at 8th Floor Vantage London, Great West Road, Brentford, TW8 9AG, United Kingdom and VAT number 606197048;  
(ii) the Republic of Ireland, the Agreement will be with Adelphi Carlton Limited (trading as Cineworld Cinemas), a company registered in the Republic of Ireland under company number 7640 with registered address at 8th Floor, Block E, Iveagh Court, Harcourt Road, Dublin 2, Republic of Ireland and VAT number 8B41247E.

1.5 **Unlimited Helpline** - Our dedicated Unlimited Helpline can be contacted Monday to Sunday between 9am and 10pm on 0330 333 4444 (for UK) or 0818 304 204 (for ROI), Unlimited Helpline, Cineworld Cinemas Limited, 8th Floor Vantage London, Great West Road, Brentford, TW8 9AG, UK and [unlimited@cineworld.co.uk](mailto:unlimited@cineworld.co.uk).

1.6 **Cineworld Website** – The Cineworld websites at [www.cineworld.co.uk](http://www.cineworld.co.uk) (for UK), [www.cineworld.ie](http://www.cineworld.ie) (for ROI), [www.cineworld.com](http://www.cineworld.com) and when applying for an Unlimited Card the website at [www.unlimitedcineworld.com](http://www.unlimitedcineworld.com).

### 2. Definitions

2.1 In these Conditions, the following words have the meanings set out against them:

**Agreement:** the agreement between You and Cineworld for the purchase and/or use of an Unlimited Card;

**Cineworld Cinemas:** all Cineworld cinemas owned and operated by Cineworld in the Territory, including the West End Cinemas;

**Cineworld's Terms of Entry:** the general terms and conditions set out in [Cineworld's Terms of Entry](#) applying to customers' attendance at Cineworld's Cinemas, available from Cineworld Cinemas, the Unlimited Helpline or the Cineworld Website;

**Initial Period:** a period of 12 months from the Start Date;

**Privacy Policy:** Cineworld's privacy policy set out at [www.cineworld.com/terms/privacy](http://www.cineworld.com/terms/privacy) and which is also available from Cineworld Cinemas or the Unlimited Helpline, as updated from time to time;

**Start Date:** the date on which a temporary Unlimited Card is issued by Cineworld;

**Subscription Period:** the Initial Period and any extended period for which an Unlimited Card is purchased;

**Territory:** the United Kingdom, the Channel Islands and the Republic of Ireland;

**Unlimited Card:** one of the cards described in [clause 6.1](#) giving the Unlimited Member access to Cineworld Cinemas in the Territory during the Subscription Period, subject to the Conditions;

**Unlimited Member or Unlimited Card holder:** the person named as such on the Unlimited Card;

**West End Cinemas:** the Cineworld West End cinemas which are currently Cineworld Leicester Square and Cineworld Fulham Road. Details of any changes will be available from Cineworld Cinemas, at [www.cineworld.com](http://www.cineworld.com) or by phoning the Unlimited Helpline.

### 3. Application process

3.1 You may apply for an Unlimited Card for yourself and /or Unlimited Cards for any other person by completing the application form on the Cineworld Website or by submitting an application form through an Unlimited Tablet at selected Cineworld Cinemas. Each Unlimited Member may only have one Unlimited Card subscription for themselves at any time. By applying for an Unlimited Card You are expressly requesting that the Unlimited Card subscription starts immediately on receipt of the email or SMS containing the temporary Unlimited Card details (referred to in clause 3.3 below).

3.2 Cineworld will process your application(s) and will confirm whether or not your application(s) is/are accepted through its website or the Unlimited Tablet at the relevant Cineworld Cinema. Alternatively, Cineworld may decline all or part of your application at its discretion, in which case Cineworld will notify You as soon as practicable.

3.3 The creation of an Agreement between You and Cineworld will only occur when Cineworld confirms acceptance of your application and issues details of the Unlimited Member's temporary Unlimited Card. If You have applied online and your application(s) is/are accepted, Cineworld will send You (or if You are buying for someone else, the Unlimited Member) an email with a link to a PDF containing the details of the temporary Unlimited Card. If You have applied using an Unlimited Tablet in a Cineworld Cinema and your application(s) is/are accepted, Cineworld will send You (or, if different, the Unlimited Member) an SMS and an email with details of the temporary Unlimited Card. You (or, if different, the Unlimited Member) may use the temporary Unlimited Card to use the Unlimited Card subscription until receipt of the permanent Unlimited Card. You (or, if different, the Unlimited Member) will need a printer to print off the temporary Unlimited Card or a mobile phone which can display the PDF or SMS on screen in order to use the temporary Unlimited Card at the cinema. See [clause 7.7](#) for further details about how to use a temporary Unlimited Card.

3.4 When deciding whether or not to accept your application Cineworld may use certain information about You, including any received from credit reference agency checks. In particular, Cineworld may pass your details to banks or credit reference agencies for them to check against certain public and private databases. Banks and credit reference agencies may keep a record to use in future security checks. This helps to protect You and Us against fraudulent transactions.

3.5 By applying for Unlimited Card(s), You confirm:

- (i) You are legally capable of entering into a binding contract;
- (ii) You are at least 18 years old; and
- (iii) the Unlimited Member is resident in the UK or Ireland
- (iv) if You are buying the Unlimited Card for someone else, You have authority from the Unlimited Member (or if the Unlimited Member is under 18, the Unlimited Member's parent or guardian) to apply for an Unlimited Card on their behalf, to agree to the Conditions on their behalf and to give Us consent to process the Unlimited Member's personal data in accordance with these Conditions and our [Privacy Policy](#).

PLEASE NOTE: A minimum age restriction applies to use of the Cineworld Websites. Unlimited Members who are under 13 years old are not permitted to register for or use online services on the Cineworld Websites, such as online booking and My Cineworld. Where an Unlimited Member is under 18 years old and You (or their parent or guardian) would prefer Us not to use their email or mobile phone number to contact them, please insert Your (or the parent/guardian's) email address and phone number in the Unlimited Member details section of the Unlimited application pages or contact the Unlimited Helpline at any time after the Unlimited Card has been issued.

3.6 You understand that by purchasing an Unlimited Card, You are committing to pay the full annual subscription fee for the Initial Period of 12 months. Payment of the full annual subscription fee may be made under Cineworld's Monthly Payment Plan or Cineworld's Annual Payment Plan. (See [clause 8](#) below.)

3.7 If You pay in accordance with the Annual Payment Plan, no refund of the annual subscription fee for the Initial Period which is paid in advance will be made unless You cancel the subscription under [clauses 5 \(Your Cancellation Rights\)](#), [10 \(Changes\)](#), or [11 \(Legitimate Grounds\)](#).

3.8 If You pay in accordance with the Monthly Payment Plan, You will have to pay all 12 instalments of the annual subscription fee unless You cancel under clause 5 (Your Cancellation Rights), 10 (Changes), or 11 (Legitimate Grounds). Failure to pay in accordance with the Monthly Payment Plan could result in your account being suspended, passed to debt collection and/or the Unlimited Card being deactivated (see clauses 8.3.5 and 8.3.6 below).

#### 4. Agreement

4.1 The Agreement includes your application form, the Conditions, Cineworld's Terms of Entry and the Privacy Policy. No other terms proposed by You or an Unlimited Member shall apply. Cineworld's Online, Phone and Website Terms of Use will also apply whenever You or the Unlimited Member use the Cineworld Website (which includes our mobile site and any Cineworld approved apps) to apply for an Unlimited Card, to make any online ticket bookings or use any other Cineworld online services such as My Cineworld.

#### 5. Cancellation rights

5.1 You may cancel the Agreement at any time within 15 days from the date Your application is accepted and the Unlimited Member receives their email containing the temporary Unlimited Card (as referred to in clause 3.3 above). This period is known as the Cancellation Period. Unlimited Members wishing to use their Unlimited Card during the Cancellation Period may do so (as the Unlimited Card subscription starts immediately in accordance with Your request at clause 3.1), although if You subsequently cancel the Agreement during the Cancellation Period, You will be charged and must pay for any Unlimited cinema tickets issued and/or other costs incurred by Cineworld arising from the visits to the cinema during that time. You agree that multiple visits to the cinema using the Unlimited Card during the Cancellation Period may result in these costs exceeding the amount of any subscription fee paid for the period of use.

5.2 To cancel, You will need to contact the Unlimited Helpline by phone or in writing by email or post (on the phone number or at the email or postal address detailed in clause 1.5 above) and let Us know of your decision to cancel within the Cancellation Period. Alternatively you may download Cineworld's template cancellation form here.

5.3 You will receive a full refund of any subscription fee paid although we may choose to deduct any amounts payable for use of the Unlimited Card as referred to in clause 5.1 above, in which case the amount refunded will be reduced accordingly.

#### 6. Unlimited cards

6.1 There are three types of Unlimited Card:

- (i) the Unlimited West End Card, which is valid in all Cineworld Cinemas including West End Cinemas;
- (ii) the Unlimited Card, which is valid in all Cineworld Cinemas excluding West End cinemas; and
- (iii) the Republic of Ireland Unlimited Card, which is valid in all Cineworld Cinemas including West End Cinemas.

6.2 There are two tiers of each type of Unlimited Card referred to in clause 6.1:

- (i) new Unlimited Members will be issued with a red standard Unlimited Card which entitles them to claim the benefits set out in clause 7.2 at the relevant Cineworld Cinemas. This tier of card will entitle the Unlimited Member to claim certain specified additional discounts and offers available to red standard Unlimited Card holders as and when such additional discounts and offers are made available by Cineworld from time to time.
- (ii) where an Unlimited Member's membership continues after the Initial Period (and all subscription fees have been paid up to date) he/she will be issued with a black Premium Unlimited Card. This tier of card will continue to entitle the Unlimited Member to claim the benefits set out in clause 7.2 at the relevant Cineworld Cinemas but will also entitle them to the additional discounts and offers which are made available only to black Premium Unlimited Card holders by Cineworld from time to time.

In order to claim the relevant additional discounts and offers referred to above, the Unlimited Member must show his/her valid red standard or black Premium Unlimited Card (as the case may be) at the appropriate Cineworld Cinema box office or Ticket and Concession Stand, or where the relevant discount or offer is available via the Cineworld Website, by inputting the relevant details on the website as directed. The

additional discounts and offers made available for holders of red standard Unlimited Cards and black Premium Unlimited Cards are discretionary and may be withdrawn or amended at any time without notice.

6.3 The number, location and opening hours of Cineworld Cinemas in any area may change during the Subscription Period. A list of current Cineworld Cinemas is available from the Cineworld Website and the Unlimited Helpline.

6.4 All Unlimited Cards must display a head and shoulders photograph which is a clear and true likeness of the Unlimited Member, any inappropriate or out of date images may invalidate the Unlimited Card and/or require purchase of a replacement card. Failure to upload and submit an appropriate photograph during the application process may cause a delay in the processing of your application, for which Cineworld will not be responsible.

6.5 The Unlimited Card is not transferable or for sharing. Only the Unlimited Member will be entitled to use their Unlimited Card and it may not be used to obtain tickets or benefits for anyone else.

6.6 The Unlimited Card will be valid from the Start Date for the duration of the Initial Period unless terminated by You or Cineworld earlier under these Conditions.

## 7. Using the Unlimited Card

7.1 You and the Unlimited Member (if different) accept these Conditions and Cineworld's [Terms of Entry](#) by using an Unlimited Card.

7.2 A valid Unlimited Card entitles the Unlimited Member to:

- (i) access to the relevant Cineworld Cinemas every day of the week (subject to the Cineworld Cinema being open);
- (ii) one seat (subject to availability and excluding Box, Star and Balcony seating and other special or premium seating) for any film screening open to the general public (excluding premium screenings such as 3-D, D-Box, IMAX, Superscreen, 4DX, VIP and event cinema screenings);
- (iii) one seat (subject to availability and excluding Box, Star, Balcony seating and other special or premium seating) for 3-D, D-Box, IMAX, Superscreen, 4DX or VIP screenings at such uplift rates (where applicable) as may be available from time to time.

7.3 All film screenings are subject to normal restrictions such as age certifications, and Cineworld's [Terms of Entry](#). The Unlimited Member shall have no preferential rights of access for any screenings except for any special screenings organised for Unlimited Members. The Unlimited Member is not entitled to use the Unlimited Card in conjunction with any other promotions offered by Cineworld unless otherwise stated and the Unlimited Card cannot be used to prove the Unlimited Member's age.

7.4 **Booking tickets online** Unlimited Members may be able to take advantage of Cineworld's [Unlimited Card online booking offer](#) (where available) to use their Unlimited Card to book up to three (3) tickets online via the Unlimited Member's My Cineworld account on the Cineworld Website, in accordance with the terms of [clause 18 \(Unlimited Card online ticket booking offer\)](#) below. It is not permitted to have more than one booking for a particular film at any one time or to book for two films which start within 90 minutes of each other, whether those tickets are booked in cinema or online. Unlimited Members may not book tickets by telephone.

7.5 **Booking tickets at the cinema** Unlimited Members may book their tickets in advance in person at the Cineworld Cinema on the day of the performance. To use the Unlimited Card in cinema, the Unlimited Member must present it at a Cineworld Cinema box office or Ticket and Concessions stand. The Unlimited Card will be scanned to check its validity and additional identification may be requested. If the Unlimited Card is validated, the Unlimited Member will be issued with a ticket for the chosen screening and time, subject to availability. If the Unlimited Card is not validated, the Unlimited Member may be advised to contact the Unlimited Helpline.

7.6 **Using tickets at the cinema** The Unlimited Card must be shown when the tickets (including e-tickets) are checked before entering the relevant auditorium. Entrance will not be permitted without the Unlimited Member presenting the Unlimited Card. When attending more than one performance in a day a valid ticket for each performance, together with the Unlimited Card, must be presented for checking prior to entering each of the relevant auditoriums.

**7.7 Using the Temporary Unlimited Card** The Unlimited Member will be able to use their temporary Unlimited Card until receipt of their permanent Unlimited Card, after which date the temporary Unlimited Card will be deactivated. In order to use the temporary Unlimited Card at the cinema the Unlimited Member will need to show their printed temporary Unlimited Card or display the PDF version containing these details on a mobile device. Where an SMS version of the temporary Unlimited Card has been issued, it may be used in cinema on the date of purchase of the Unlimited Card membership, thereafter the printed or PDF version of the temporary Unlimited Card must be displayed in order to use the Unlimited Card at the cinema.

**7.8 Online account management via My Cineworld** Unlimited Members may be able to manage their Unlimited Card membership account online via the Cineworld Website, for example to change their contact details, cancel a booking or set up a new direct debit instruction (where the relevant function is available within the My Cineworld service). To use these online account management functions, the Unlimited Member will need to register for a My Cineworld account, input the relevant details and link their Unlimited Card account with their My Cineworld account by completing the verification steps as displayed on screen. Cineworld may withdraw or change any and all Unlimited online account management functions within My Cineworld at any time and without notice.

## **8. Payment of annual subscription fees**

8.1 The annual subscription fee for the Initial Period and renewal fees for each type of Unlimited Card are available from the Cineworld Website, Cineworld Cinemas and the Unlimited Helpline. The annual subscription fee must be paid in advance under the Annual Payment Plan or, by instalment under the Monthly Payment Plan but in either case must be paid in full for the whole Initial Period unless the Agreement is terminated by You or Cineworld earlier under these Conditions.

8.2 Cineworld reserves the right to increase the annual subscription fee payable by instalment under the Monthly Payment Plan to reflect the cost to Cineworld of accepting payment by instalment. Such changes shall not take effect during the Initial Period and any increases that apply after the Initial Period shall be notified to You in writing at least one month before they come into effect. If You are not prepared to pay the increased subscription fee You may terminate the Agreement in accordance with [clause 11.5 \(Termination by You\)](#).

### **8.3 Monthly Payment Plan and Automatic Renewal**

8.3.1 Under the Monthly Payment Plan, You agree to pay the full annual subscription fee for the Initial Period in 12 equal monthly instalments during the Initial Period.

8.3.2 (a) When Cineworld accepts your application for an Unlimited Card, You shall pay the following amount by credit card, debit card, charge card, Cineworld e-gift voucher or Cineworld gift card (but not cash or cheque):

- (i) if the Unlimited Member is a UK resident, the first month's instalment; or
- (ii) if the Unlimited Member is a resident in Republic of Ireland, the first two months' instalments.

(b) Each instalment for the remaining months shall be paid in advance by Direct Debit from a nominated bank account. You will need to fill in the Direct Debit instruction included in the Agreement correctly prior to submitting your application form. Each payment will be debited on the same day of each month, being the same day of the month that the first instalment was paid. If this date falls on a weekend or a bank holiday, or if there is no day of the same date in any month (e.g. 30 February) payment will be debited by your bank on the previous or next working day. Please check with your bank for details. The payment date of Your Direct Debit may not be changed once notice to terminate the Agreement has been given.

8.3.3 Unless You cancel your subscription at the end of the Initial Period in accordance with the Agreement, the Unlimited Card subscription will automatically continue and the Subscription Period will be extended after the Initial Period if You continue to pay the monthly fee each month. If your Unlimited Card subscription continues after the Initial Period, You agree to pay subscription fees at the then current rate. At least one month prior to the end of the Initial Period we will contact You to remind You that the Initial Period is coming to an end and to let You know what the new subscription fees will be.

8.3.4 If You want to change the bank account to be debited You may provide your new Direct Debit payment details online via your My Cineworld account (where this function is available). Alternatively, You may telephone the Unlimited Helpline to provide the new Direct Debit details. PLEASE NOTE: you will need to

cancel your old direct debit instruction directly with your bank. You must give Cineworld at least three weeks to process these changes. Cineworld may charge a reasonable administration fee for processing changes to direct debit payment details.

8.3.5 If, during the Initial Period, Cineworld does not receive any monthly payment or You seek to terminate the Agreement except as permitted in clauses 10 or 11, Cineworld may terminate the Agreement and deactivate the Unlimited Card as described in clause 12 below. Cineworld will be entitled to recover any and all of the following from You:

- (i) any subscription fees payable under the Agreement for the remainder of the Initial Period; and
- (ii) its losses and expenses, which may include its reasonable administration expenses caused by the incident and the fees and expenses (including those of debt collectors) that Cineworld may reasonably and properly incur to recover the outstanding subscription fees referred to at (i) above.

8.3.6 Cineworld may also suspend the Agreement and temporarily deactivate the Unlimited Card if You miss any payment. Cineworld will contact You, usually by email or SMS, and if payment is made within 28 days of request (and You haven't missed another monthly payment) Cineworld will normally reactivate the Unlimited Card within one hour of payment. Missed payments may be paid online at [www.cineworld.com](http://www.cineworld.com) by debit, credit or charge card or by contacting the Unlimited Helpline. Cineworld will be entitled to charge its reasonable administration expenses incurred in connection with any missed payment and these must be paid at the same time as the missed payment. Unlimited Members will not be entitled to an Unlimited ticket until the Unlimited Card has been reactivated and, for the avoidance of doubt, no refunds will be given for cinema tickets purchased by the Unlimited Member between the date the Unlimited Card is deactivated until the date it is reactivated.

#### 8.4 Annual Payment Plan

8.4.1 Under the Annual Payment Plan, You agree to pay the annual subscription fee for the Initial Period in a single advance payment.

8.4.2 You may pay the annual subscription fee by debit card, credit card or charge card (but not cash or cheque). Cineworld gift cards and e-gift vouchers may also be used to pay for annual subscription fees for the Initial Period on the Cineworld Website and on Unlimited Tablets.

8.4.3 At least one month before the end of the Initial Period, Cineworld will offer You the opportunity to continue the subscription by paying the subscription fee for the next year by debit, credit or charge card, or to move to the Monthly Payment Plan. In order to continue your subscription and/or move to the Monthly Payment Plan You will need to contact the Unlimited Helpline by telephone, as it is not possible to extend annual subscriptions or change payment plans via the Cineworld Website or Unlimited Tablets and still receive the black Premium Unlimited Card. The Unlimited Helpline is currently unable to accept payments by gift card or e-gift voucher, which means you can only pay for extension periods by debit, credit or charge card.

8.4.4 If this Agreement is terminated during the Subscription Period on Legitimate Grounds (as described in clause 11), Cineworld will refund the amount paid in advance under the Annual Payment Plan for any full months remaining after the date of termination.

#### 8.5 Extending your Unlimited Card

8.5.1 If You extend the Subscription Period after the Initial Period, the fees for both the Monthly Payment Plan and the Annual Payment Plan will be those in force on the date the Initial Period expires.

8.5.2 Any extension of the Initial Period will be treated as part of the same Agreement as the Initial Period and You will not have any further cancellation rights under clause 5.1.

### 9. Lost, stolen or defective cards

9.1 The Unlimited Member will need to telephone the Unlimited Helpline as soon as possible to report any lost or stolen Unlimited Card.

9.2 If the Unlimited Card is lost, stolen, damaged or displays an unclear or inappropriate image of the Unlimited Member, a replacement card will be required. Unlimited Members may order a replacement Unlimited Card online via the Unlimited Member's My Cineworld account (where this function is available) or by contacting the Unlimited Helpline. Cineworld will charge an administration fee to replace the Unlimited

Card. The charge is currently £10.00 (or €16.00 if You are in Republic of Ireland) but this may be changed by Cineworld to reflect its administration costs.

9.3 If the subscription is paid by Direct Debit, the amount of the administration fee will be debited directly from your bank account. If a Direct Debit is not in place, You or the Unlimited Member will need to pay the administration fee by debit, credit or charge card online via the Unlimited Member's My Cineworld account (where this function is available) or by contacting the Unlimited Helpline. Once the fee is paid, Cineworld will send a replacement card to the Unlimited Member.

9.4 If the Unlimited Card is defective as a result of something Cineworld has done Cineworld will issue a free replacement. The Unlimited Member must contact the Unlimited Helpline as soon as possible to report the fault and return the faulty card on request. Where a temporary Unlimited Card is issued, the Unlimited Member must use this until the replacement card is received.

9.5 For the avoidance of doubt, no refunds will be given for cinema tickets purchased by the Unlimited Member between the date the card was lost, stolen or damaged or a replacement card was requested and the date the Unlimited Member receives his or her new card or temporary Unlimited Card. Unlimited Members will not be entitled to an Unlimited ticket until a temporary Unlimited Card or the replacement card has been received and is presented as necessary at a Cineworld Cinema to obtain or collect tickets and to gain entry to the auditorium. An Unlimited Member will be unable to take advantage of the Unlimited online ticket bookings offer (where available) until he/she receives a replacement card or temporary Unlimited Card and updates his/her details in his/her My Cineworld account.

## 10. Changes

10.1 Subscription fees may be increased by Cineworld to reflect changes in standard ticket prices, inflation, Cineworld's costs, additional taxes and costs that are not imposed by Cineworld. Any increase in the subscription fee will be notified to You at least one month before it comes into effect. Increases shall not take effect during any Initial Period, except as described in clause 10.2.

10.2 If there is a change in the rate of VAT or any other tax, or any other tax is imposed, Cineworld will be entitled to change the subscription fees to reflect such changes, at any time including during the Initial Period. This change will only affect You during the Initial Period if You are on the Monthly Payment Plan. Cineworld will give not less than one month's notice of any increase and the Direct Debit amounts after expiry of such notice will be adjusted accordingly. Any other changes shall take effect as described in the remainder of this clause 10.

10.3 If You have extended the Subscription Period beyond any Initial Period increases in the subscription fees will take effect after expiry of any notice given by Cineworld under clause 10.1 or 10.2 as follows:

- (i) if You pay the fees under the Monthly Payment Plan, the Direct Debit amounts after expiry of the notice will be adjusted accordingly;
- (ii) if You pay the fees in advance, the increase will take effect at the end of the period for which fees have been paid.

10.4 Changes to these Conditions:

10.4.1 Cineworld may make minor changes to these Conditions from time to time to correct errors, or clarify terms, to comply with any law or regulation that applies to Us or to update the Conditions to reflect changes to the way our systems work or enhancements to the Unlimited Card scheme. You will not be specifically notified of such changes but they will be on the Cineworld Website and so to see the most up to date version of these Conditions please always check the Cineworld Website. No such changes shall disadvantage You or an Unlimited Member. Please see [clauses 6.2 \(Unlimited Cards\)](#), [7.8 \(Online Account Management\)](#), [18 \(Unlimited Card Online Ticket Booking Offer\)](#) and [19 \(Terms of Unlimited Offers and Discounts\)](#) for further details regarding amendment and withdrawal of additional functions, discounts and offers.

10.4.2 Additionally, Cineworld reserves the right to make other changes to the Conditions on giving You at least one month's prior written notice. Any such notification of a change shall be made by contacting you using the details you have provided as referred to in clause [17 \(Contact Details\)](#).

10.5 If:

- (i) You are on the Monthly Payment Plan and these changes either increase the monthly instalment payable or are otherwise to your disadvantage during the Initial Period, or
- (ii) You are on the Annual Payment Plan and the changes are to your disadvantage,

You will have 30 days from the notice date in which to terminate the Agreement.

10.6 If You terminate the Agreement under clause 10.5 and You are on the Monthly Payment Plan, You may stop making payments from one month after the date of the direct debit which follows You telling Us you wish to terminate. If You are on the Annual Payment Plan, Cineworld will repay You an amount equal to the value of the subscription fee for the number of remaining full months after the date of termination.

## 11. Termination by you

11.1 You may terminate the Agreement during the Initial Period only where (i) the Unlimited Member is unable to use his or her Unlimited Card for a continuing period of three calendar months due to medical reasons or (ii) because the Unlimited Member's permanent address moves to an address outside the Territory (in these Conditions, these reasons are called 'Legitimate Grounds'). You must notify Cineworld in writing of your request to terminate, stating the reason for termination and enclosing any supporting evidence. The application must be made by phone or in writing by post or email to the Unlimited Helpline.

11.2 If Cineworld accepts that the Unlimited Member has Legitimate Grounds and You are on the Monthly Payment Plan, the Agreement will terminate one month after the date of the Direct Debit which follows receipt of the application referred to in clause 11.1 by the Unlimited Helpline. If you are on the Annual Payment Plan, Cineworld will repay You an amount equal to the value of the subscription fee for the number of remaining full months after the date of termination.

11.3 If Cineworld does not accept the request for termination, the Agreement shall continue in force. If You are on the Monthly Payment Plan, You must continue to pay the subscription fee for the remainder of the Initial Period. If You are on the Annual Payment Plan, You will not be entitled to any refund of the subscription fee.

11.4 In the event of termination on Legitimate Grounds, neither You nor the Unlimited Member may re-subscribe for an Unlimited Card until six months after the termination date.

11.5 If You are on a Monthly Payment Plan, You may terminate the Agreement at any time after the Initial Period by giving one full month's notice. Notice must be given to the Unlimited Helpline by phone or in writing by email or post. Termination will take effect one month after the date of the Direct Debit which follows receipt of Your notice to terminate. PLEASE NOTE: due to Cineworld's current payment processes, if You are paying by Direct Debit, any Unlimited Card will be automatically deactivated if You cancel the Direct Debit. If You wish to cancel your Direct Debit, please do not do so until after the date on which your Unlimited Card expires or terminates. Cineworld will confirm this date in writing on receipt of your termination notice.

11.6 If You have extended the Subscription Period for a full year after the Initial Period and have paid under the Annual Payment Plan, You may cancel the Unlimited Card on one month's notice and Cineworld will refund the fees paid for any remaining full months after the termination date. You may cancel by contacting the Unlimited Helpline by phone or in writing by email or post.

11.7 Additionally, You may terminate the Agreement at any time if Cineworld commits a serious breach of the Agreement.

11.8 On termination, the Unlimited Card will be de-activated and, if payment is made by Direct Debit, the debits will be stopped and any refunds due will be paid.

## 12. Suspension and termination by us

12.1 Cineworld may suspend the Agreement and temporarily deactivate the Unlimited Card if:

- (i) You miss any payment;
- (ii) Cineworld suspects any fraud in any matter connected to entering into or performing the Agreement including providing false information on the application form; or
- (iii) the Unlimited Member breaches any of Cineworld's [Terms of Entry](#).

Cineworld will be entitled to charge its reasonable administration expenses incurred in connection with any missed payments (see [clause 8.3](#) for further details).

12.2 Cineworld may terminate the Agreement immediately on any of the following grounds:

- (i) for your fraud (or our reasonable suspicion of your fraud) in any matter connected to entering into or performing the Agreement including providing any false information on the application form;
- (ii) in the event of fraudulent or significant misuse of the Unlimited Card;
- (iii) if You miss a payment and fail to make that payment within 28 days of a request from Cineworld to make it, or if You miss more than one payment;
- (iv) material breach of the Agreement by You or the Unlimited Member that has not been corrected by You within a reasonable time;
- (v) if You or an Unlimited Member engages in any behaviour or activity that is disruptive to or damaging to any Cineworld business or operation, process or practice.

12.3 If Cineworld terminates the Agreement under this clause 12, Cineworld may keep any subscription payments that have been received. Where You are on the Annual Payment Plan, Cineworld may refund any subscription fees paid for any full months after the termination date but shall be entitled to retain a fair amount to reflect the loss to Cineworld from terminating the Agreement in such circumstances. This right does not limit any other rights Cineworld may have against You.

12.4 On termination, Cineworld will deactivate the Unlimited Card.

12.5 Cineworld reserves the right to terminate, withdraw or suspend the Unlimited Card subscription arrangements, and the Agreement, at any time for any reason on reasonable notice in writing to You. Cineworld will refund the fees paid by You in advance for any remaining full months after the termination date.

### **13. Questions and complaints**

13.1 Any questions or complaints You or an Unlimited Member may have in relation to the Unlimited Card or a notification of change in circumstances should be directed to the Unlimited Helpline.

13.2 Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to use alternative dispute resolution. The European Commission has established a website for online dispute resolution which is available at [www.ec.europa.eu/consumers/odr](http://www.ec.europa.eu/consumers/odr), and which is designed to assist consumers in resolving disputes online without having to go to court.

### **14. Information provided**

14.1 You confirm that the information You provide that identifies You or the Unlimited Member (including contact information) (Personal Information) is accurate and complete and that You are authorised to provide such Personal Information. It is your responsibility and the responsibility of the Unlimited Member to ensure that such Personal Information is kept up to date, and Cineworld will not be responsible for matters arising from errors or omissions in Personal Information at any time. You and the Unlimited Member may update your own details at any time online via your respective My Cineworld accounts (where the relevant function is available) or by contacting the Unlimited Helpline. Where an Unlimited Member is aged under 18, their parent or guardian may also notify Us of any changes or inaccuracies in their data.

14.2 The [Privacy Policy](#) details how we collect and use Personal Information. We use Personal Information to allow Us, our agents and sub-contractors who are working on our behalf to process Your application and payment for the Unlimited Card and to provide You (or, if different, the Unlimited Member) with the Unlimited Card services and any other products or services You or the Unlimited Member request. We may also use Personal Information for other purposes (as described in the [Privacy Policy](#)) such as to improve the services we provide and tailor our products and services to You, to get to know You and our customers better and, where you have given Us your consent, to contact you about films and other goods and services we think you might be interested in, including those of our partners. Where You and/or (if different) an Unlimited Member have consented to receive marketing communications from Us by email and phone, You and the Unlimited Member can each withdraw your own consent at any time by amending your marketing preferences online via your respective My Cineworld accounts (where the relevant function is available) or by contacting the Unlimited Helpline.

## 15. Cineworld's liability

15.1 Cineworld Cinemas may be closed on a permanent or temporary basis from time to time, including for refurbishment or due to a Force Majeure Event (as described below). Details of such closures can be found on the Cineworld Website or by calling the Unlimited Helpline.

15.2 Cineworld will not be liable or responsible for any failure to perform, or delay in performance, that is caused by events outside its reasonable control (Force Majeure Event), including any act, event, non-happening, omission or accident which may be due to the following:

- (i) Strikes, lock-outs or other industrial action;
- (ii) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war or threat or preparation for war;
- (iii) Fire, explosion, adverse weather, snow fall, ice, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- (iv) Disruption to or failure of the railways, shipping, aircraft, motor transport or other means of public or private transport;
- (v) Disruption to or failure of public or private telecommunications networks, the internet, utility supplies or postal services;
- (vi) Closure or limited access to Cineworld Cinemas on the grounds of Cineworld's reasonable health and safety concerns;
- (vii) Any governmental act, decree, legislation, regulation or restriction.

15.3 Cineworld's liability for faulty Unlimited Cards is limited to the remedies described in [clause 9](#).

15.4 Cineworld's liability for its breach of the Agreement is limited to the annual subscription fee.

15.5 If Cineworld fails to comply with these terms, we are responsible for loss or damage You or the Unlimited Member suffers that is a foreseeable result of our breaking this Agreement or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time of Your application, both we and You knew it might happen.

15.6 Cineworld does not exclude or restrict its liability for fraud, for death or personal injury resulting from its negligence or that of its agents and nothing in this clause 15 shall operate to exclude, restrict or limit this liability.

## 16. General

16.1 The Agreement and any disputes or claims arising out of or in connection with it (including non-contractual disputes or claims) are governed by the laws of England and Wales and You (or, if different, the Unlimited Member) can bring proceedings in the English Courts. However, if You (or, if different, the Unlimited Member) live in Scotland, the Republic of Ireland or The Channel Islands the relevant law will apply and You (or, if different the Unlimited Member) can choose to take action against Cineworld in your local courts.

16.2 Cineworld does not accept amendments by You to the Conditions.

16.3 You and the Unlimited Member may not transfer any of your rights or obligations under the Agreement to another person without Cineworld's prior written consent. Cineworld can transfer all or any part of its rights or obligations under the Agreement to another organisation but your and the Unlimited Member's rights under the Agreement will not be affected.

16.4 If the Agreement is terminated by either party for any reason, neither party will lose any rights which have already accrued.

16.5 If, at any time, Cineworld does not require You to comply with any part of the Agreement, this will not prevent it from doing so in the future.

16.6 If any part of the Agreement is disallowed or held to be ineffective by any court or other competent body, the rest of the Agreement will not be affected.

## 17. Contact details

17.1 You can contact Us at the Unlimited Helpline (please see contact details in clause 1 (Introduction) above).

17.2 If Cineworld need to contact You or the Unlimited Member about the Agreement or the Unlimited Card (for example to give notice of changes to these Conditions, to provide information about the relevant Unlimited Card membership account or to terminate the Agreement) we will contact You or the Unlimited Member (as necessary) by email. If You or the Unlimited Member have not provided Us with an email address, we will communicate with You and/or the Unlimited Member (as appropriate) by any other reasonable method we choose including sending notices and other communications by post. Where You or the Unlimited Member have given Us your mobile phone number, we may also communicate with You or the Unlimited Member (as appropriate) by SMS. Where You and/or (if different) an Unlimited Member have consented to receive marketing communications from Us, we will use Personal Information to provide marketing communications to You and/or the Unlimited Member (as appropriate), as described in [clause 14](#) above and the [Privacy Policy](#).

17.3 When communicating with You or the Unlimited Member, Cineworld will use the contact information (email address, postal address and phone numbers) provided on the application for the relevant Unlimited Card or where You or the Unlimited Member have advised Us of changes to your contact details (either via the Unlimited Helpline or online via your respective My Cineworld accounts (where the relevant function is available)), we will use the latest details provided. It is therefore important that You and the Unlimited Member keep your respective contact details updated.

17.4 Where we do contact You or the Unlimited Member by email we will be deemed to have notified You or the Unlimited Member as soon as the email is delivered for instance into the relevant inbox or onto the relevant server, provided that we do not receive a “bounce back” notification from that email address. Where we contact You or the Unlimited Member by post we will be deemed to have served notice on You or the Unlimited Member two working days after the date of posting provided that the notice has not been returned to sender within 28 days of posting.

## **18. Unlimited Card online ticket booking offer**

18.1 The following terms apply to ticket bookings made through the Cineworld Website (including our mobile site or any Cineworld approved apps) using an Unlimited Card. Additional terms and conditions may apply to use of Cineworld apps and these will be available within the relevant app.

18.2 Tickets booked online using an Unlimited Card may only be booked through a My Cineworld account. All online ticket bookings are subject to the [Online, Phone and Website Terms of Use](#) and, in particular, [clause 5](#) of those terms will apply to bookings for tickets using an Unlimited Card as if payment for the ticket had been made using a debit, credit or charge card except as set out in this clause 18. Use of the Unlimited Card will remain subject to the Conditions.

18.3 Unlimited Members may have up to three online bookings for themselves on their Unlimited Card at any time. Bookings for event cinema, Unlimited screenings and obtaining tickets in-cinema do not count towards the online booking allocation. It is not permitted to have more than one online booking for a particular film at any one time or to book for two films which start within 90 minutes of each other. Although a booking/processing fee usually applies to Cineworld customers when cinema tickets are booked online, Unlimited Members are exempt from this booking/processing fee when booking a ticket online for themselves or for other Unlimited Members when using their respective Unlimited Cards.

18.4 Tickets for other customers may be booked online for the same screening as part of the same transaction at standard prices for the relevant performance. A booking/processing fee of 70p/70c per person for whom a seat is booked will usually apply when booking tickets for other customers (unless they are Unlimited Members themselves). You may also include ticket bookings for the same screening for other Unlimited Members as part of your booking, but please ensure that you have obtained their permission in advance.

18.5 Payments for additional tickets and any surcharges or booking/processing fees (where applicable) must be paid for online using a valid debit, credit or charge card or Cineworld Gift Card or e-Gift Card (where available).

18.6 Pre-booked tickets can be collected at the relevant Cineworld Cinema Box Office, Ticket and Concession Stand or automatic ticket machines (booking reference required for collection from ATM) on the day of screening with the exception of tickets for Unlimited exclusive screenings which may be collected at any time after the date of booking.

18.7 Where Cineworld has advised the Unlimited Member that e-ticketing is available for a particular booking, the Unlimited Member may use the e-ticket (containing a QR code) attached to the email confirmation of booking ("e-ticket") in the chosen Cineworld Cinema as their cinema ticket. The Unlimited Member may present their e-ticket on a mobile phone or on a print out together with their Unlimited Card at the relevant auditorium entry point for scanning by a Cineworld staff member to gain entry for the Unlimited Member or, in the case of a group booking, the Unlimited Member's group (please see clause 18.8 below for further conditions regarding group entry using e-tickets). If retail items have been ordered as part of the individual or group booking, the Unlimited Member must go to the Ticket and Concession stand first to collect the retail items

18.8 If an e-ticket is used to admit a group, all members of the group, including the Unlimited Member, must be admitted into the performance together. The Unlimited Member must be able to provide proof of ticket purchase for all members (including any Unlimited Members included in the booking) by showing the relevant e-tickets, along with the Unlimited Cards for Unlimited Members included in the booking, at all times during the group's visit (including during a performance) if requested by Cineworld staff.

18.9 If the Unlimited Member would prefer to use printed tickets and, if applicable, printed retail vouchers, they may present their e-ticket at an automated ticket collection machine or a Ticket and Concession stand together with their Unlimited Card and request printed tickets and, if applicable, retail vouchers. If tickets and, where applicable, retail vouchers are printed, the QR code on the e-ticket will no longer work and the printed tickets and vouchers must be used to enter the screen and collect retail items. Unlimited Members should ensure that they arrive by the advertised performance time, as Cineworld reserves the right to refuse admission to customers who arrive after the start of the feature presentation.

18.10 Tickets will only be issued on production of (i) the Unlimited Card used to make the booking, (ii) the relevant booking reference or (iii) where a payment has been made as part of the booking transaction, the debit, credit, or charge card used to make the payment.

18.11 Each Unlimited Member for whom a ticket has been booked must show their Unlimited Card when the tickets are checked before entering the relevant auditorium.

18.12 Any ticket booked online using an Unlimited Card must be collected no later than 20 minutes before the advertised screening time on the day of performance otherwise Cineworld may release it for general sale. No refunds will be given. Repeated failure to collect booked tickets may be treated as misuse of an Unlimited Card, so Unlimited Members should contact the Unlimited Helpline to cancel their booking, or cancel their booking online via their My Cineworld account (where the cancel bookings function is available), where they have changed their mind or are unable to use their booked ticket.

18.13 Failure to comply with the terms of this clause 18 or any misuse of an Unlimited Card when making online ticket bookings may result in Cineworld withdrawing the Unlimited Member's ability to make online ticket bookings in the future. This is in addition to any other steps that Cineworld may take under **clause 12** in connection with misuse of an Unlimited Card.

18.14 Cineworld may (i) discontinue or change the Unlimited Card online booking function at any time without notice and/or (ii) amend the terms and conditions of the Unlimited Card online booking offer from time to time without notice.

## **19. Terms of Unlimited offers and discounts**

19.1 All Unlimited offers and discounts are discretionary and may be amended or withdrawn (and terms changed as necessary) at any time without notice.

19.2 Unlimited offers and discounts are only available on production of a valid Unlimited Card.

### **Current Unlimited offers and discounts**

19.3 Premium Unlimited offer of free 3D movies:

3D uplifts are currently not payable by Premium Unlimited Members but will remain payable by all other Unlimited Members. D-Box, IMAX, Superscreen, 4DX, VIP and event cinema uplifts are still payable by all Unlimited Members. Charges apply for 3D glasses and Box/Star/Balcony and other special or premium seating as they are not included as part of Unlimited Card subscription.

19.4 Unlimited Discounts on food and drink:

Available only when purchased in-cinema and do not apply to any items purchased online. Maximum discount of 10% on Starbucks products.

Discounts may not be available in conjunction with some offers and promotions.

19.5 Terms and Conditions for the 13 for 12 offer:

Offer is for 13 months' Unlimited membership for the price of 12 months (the 13th month is free). Offer only valid for registrants using the promotional code provided between the specified dates (or earlier date as advised by your third party provider). Existing Unlimited members or those who have enjoyed an Unlimited membership in the last 6 months are not eligible. Standard Unlimited card terms and conditions apply.

19.6 Cineworld Leicester Square Superscreen at no extra cost for West End Unlimited Members offer:

Superscreen uplifts are currently not payable by West End Unlimited Members at Cineworld Leicester Square. 3D (where applicable), D-Box, IMAX, 4DX, VIP and event cinema uplifts are still payable. Charges apply for 3D glasses and Box/Star/Balcony and other special or premium seating as they are not included as part of Unlimited Membership.

**Please refer to [www.cineworld.co.uk/terms/unlimited-card](http://www.cineworld.co.uk/terms/unlimited-card) for details of other Unlimited offers and discounts available as at 23.05.2018**