

These Unlimited Card Terms & Conditions apply to all current Unlimited Members who joined before 3rd October 2016 (current Members) and will remain valid for those customers until 21st November 2016. From 21st November 2016, amendments to these Terms & Conditions will apply and take effect for all current Members. Please visit www.cineworld.com/terms/unlimited-card to view the updated version of the Unlimited Card Terms & Conditions.

UNLIMITED CARD TERMS & CONDITIONS

1. Introduction

1.1 These Conditions and the Privacy Policy apply to all Unlimited Cards. You will be required to confirm that You 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 on 18 December 2014. We recommend that You print and keep a copy of these Conditions for future reference.

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;

Cancellation Period: the period starting on the date of purchase of the Unlimited Card and ending fifteen (15) days from (and including the date of) the User's receipt of the email containing the temporary Unlimited Card as referred to in clause [6.4](#) below;

Cineworld: the company identified in either clause [4.2](#) or [4.3](#), as the case may be;

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 online at www.cineworld.com;

Conditions: these written terms and conditions;

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

Legitimate Grounds: where the User is unable to use his or her Unlimited Card for a continuing period of two calendar months due to medical reasons or because the User's permanent address moves to an address outside the Territory;

Privacy Policy: Cineworld's [privacy policy](#) set out at www.cineworld.com/policy and which is also available from Cineworld Cinemas or the Unlimited Helpline;

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 User access to Cineworld Cinemas in the Territory during the Subscription Period, subject to the Conditions;

Unlimited Helpline: the Unlimited Subscription Department Helpline whose contact details are: 0330 333 4444 (or 0818 304 204 if calling from Ireland), Unlimited Helpdesk, Cineworld Cinemas Limited, Power Road Studios, 114 Power Road, London, W4 5PY, UK and unlimited@cineworld.co.uk;

User: the person named as such on the Unlimited Card;

West End Cinemas: the Cineworld West End cinemas which are currently Cineworld Leicester Square, Cineworld Chelsea, Cineworld Haymarket and Cineworld Fulham Road. Details of any changes will be available from Cineworld Cinemas or by phoning the Unlimited Helpline;

Working Day: Monday to Friday, excluding any public or bank holiday on which the banks in England and Wales are closed;

You: the person who enters into an Agreement for the purchase of an Unlimited Card.

3. Application process

3.1 You may apply for any number of Unlimited Cards for You or any other Users by completing the application form on Cineworld's website or by submitting an application form through an Unlimited Tablet at selected Cineworld Cinemas. By applying for an Unlimited Card You are expressly requesting that the Unlimited membership starts immediately on receipt of the email 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 User's temporary Unlimited Card (as set out in clause 6). If You have applied online and your application(s) is/are accepted, Cineworld will send You an email with details of the temporary Unlimited Card. If You have applied online You will need a printer in order to print off your 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 an SMS and an email with details of the temporary Unlimited Card. You will need to display the SMS containing these details on your mobile phone at the Cineworld Cinema to use your membership prior to receipt of your permanent 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 credit reference agencies for them to check against certain public and private databases. 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 User is resident in the UK or Ireland.

If the User is under 18 You must complete the relevant section of the application form disclosing this fact otherwise he/she may receive marketing communications in respect of films with inappropriate ratings.

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 clauses 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 passed to debt collection.

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 a User shall apply.

4.2 If your residential address is in 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 Power Road Studios, 114 Power Road, Chiswick, London W4 5PY, United Kingdom and VAT number 606197048.

4.3 If your residential address is in 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 5th Floor, Block E, Iveagh Court, Harcourt Road, Dublin 2, Ireland and VAT number 8B41247E.

5. Cancellation rights

5.1 You may cancel the Agreement at any time before the end of the Cancellation Period. Users wishing to use their Unlimited Card during the Cancellation Period may do so (as the Unlimited membership 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 2.1 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 Users 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 User to claim certain specified additional discounts and offers available to red standard Unlimited Card holders as and when such offers and discounts are made available by Cineworld from time to time.

(ii) where a User has held a valid Unlimited Card for a continuous period of at least 12 months he/she will be issued with a black Premium Unlimited Card. This tier of card will continue to entitle the User 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 User 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 www.cineworld.co.uk or www.cineworld.ie or on written request to the Unlimited Helpline enclosing a stamped self-addressed envelope.

6.4 If your application is accepted, Cineworld will issue the User with details of a temporary card in a physical form (i.e., an email which can be printed off) and, where Your application was submitted via an Unlimited Tablet, an SMS message containing the relevant details. The User will be able to use their Unlimited Card membership by presenting these temporary card details at Cineworld Cinemas for up to 10 Working Days from date of issue or (if earlier) until the User receives his or her permanent card.

6.5 The permanent Unlimited Card will be valid from the Start Date, provided it displays a head and shoulders photograph which is a clear and true likeness of the User. Inappropriate images may cause a delay in the processing of your application, for which Cineworld will not be responsible.

6.6 The Unlimited Card is not transferable or for sharing and only the User will be entitled to use it at the relevant Cineworld Cinemas.

7. Terms of use for Unlimited cards

7.1 The User accepts these Conditions and [Cineworld's Terms of Entry](#) by using an Unlimited Card.

7.2 A valid Unlimited Card entitles the User 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 VIP, Delux 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, 4DX, Superscreen and event cinema screenings);
- (iii) one seat (subject to availability and excluding VIP, Delux and other special or premium seating) for 3-D, D-Box, IMAX, Superscreen, 4DX or VIP lounge experience 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 User shall have no preferential rights of access for any screenings except for any special screenings organised for Unlimited Card users. The User 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 User's age.

7.4 The User may only book one ticket in advance in person at the Cineworld Cinema on the day of the performance. Additionally, Users may be able to take advantage of Cineworld's Unlimited Card online booking offer (where available) to use their Unlimited Card to book one ticket online via the User's My Cineworld account on Cineworld's website. The Unlimited Card online booking offer and all online ticket bookings made thereunder are subject to the Terms and Conditions for the Unlimited Card online ticket booking offer set out below at clause 18. Users may not book tickets by telephone.

7.5 To use the Unlimited Card, the User must present it at a Cineworld Cinema box office. The Unlimited Card will be scanned to check its validity and additional identification may be requested. If the Unlimited Card is validated, the User will be issued with a ticket for the chosen screening and time, subject to availability. If the Unlimited Card is not validated, the User may be advised to contact the Unlimited Helpline, for data protection reasons. The Unlimited Card must be shown again when the tickets are checked before entering the relevant auditorium. Entrance will not be

permitted without the User presenting the Unlimited Card. To use the Unlimited Card to book and/or collect a ticket booked online the User must follow the instructions set out on the Cineworld website and comply with the Terms and Conditions for the Unlimited Card online ticket booking offer set out below at clause 18.

7.6 The Unlimited Card is only valid for one performance at any one time and, cannot be used to obtain a ticket for another performance before the film presentation for which it has been used comes to an end (although, the User can use his/her Unlimited Card to book one ticket online using the Unlimited Card online ticket booking offer (where available) see clause 18 below).

7.7 The Unlimited Card will be valid from the Start Date for the duration of the Initial Period unless terminated by You or Cineworld under clauses 5, 10, 11 or 12.

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 Cineworld's 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.

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 shall be notified to You in writing and at least one month before they come into effect.

8.3 Monthly Payment Plan

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 User is a UK resident, the first month's instalment; or
- (ii) if the User is a resident in 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.

8.3.3 Unless You cancel your subscription at the end of the Initial Period in accordance with the Agreement, the Subscription Period will automatically be extended after the Initial Period if You continue to pay the monthly fee each month.

8.3.4 If You want to change the bank account to be debited, You must telephone the Unlimited Helpline to provide the new Direct Debit details and give Cineworld at least three weeks to process this change.

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 damages from You, 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 which are due to Cineworld under the Agreement for the remainder of the Initial Period.

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 on the Cineworld website and on Unlimited Tablets.

8.4.3 At least six weeks 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 Cineworld's 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 Initial Period (or any 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 less one month.

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 User 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 or stolen, Cineworld will charge an administration fee to replace it. The charge is currently £10.00 (or €16.00 if You are in Ireland) but this may be changed by Cineworld to reflect its administration costs. Once the fee is paid, Cineworld will send a replacement card to the User.

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 will need to pay the administration fee before Cineworld will send out a new card.

9.4 If the card is defective, the User must return it to the Unlimited Helpline as soon as possible for a free replacement. Cineworld's liability in such cases is expressly limited to replacement of the defective Unlimited Card.

9.5 For the avoidance of doubt, no refunds will be given for cinema tickets purchased by the User between the date the card was lost or stolen or a replacement card was requested and the date the User receives his or her new card. Users will not be entitled to an Unlimited ticket until 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. A User will be unable to take advantage of the Unlimited online ticket booking offer (where available) until he/she receives a replacement 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 to clarify the terms. You will not be specifically notified of such changes but they will be on Cineworld's 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 a User.

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 remaining full months' subscription fee less one month.

11. Termination by you

11.1 You may terminate the Agreement during the Initial Period only on 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 User 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 remaining full months' subscription fee less one month.

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 User may re-subscribe for an Unlimited Card until 6 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. Cineworld will contact You by email or letter and if payment is made on request, Cineworld will normally reactivate the Unlimited Card within 48 hours of payment. Users 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 User between the date the Unlimited Card is deactivated until the date it is reactivated;
- (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 User breaches any of [Cineworld's Terms of Entry](#).

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 User that has not been corrected by You within a reasonable time;
- (v) if You or a User 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 may have in relation to the Unlimited Card or a notification of change in your circumstances should be directed to the Unlimited Helpline.

14. Information provided

14.1 You confirm that the information You provide about You and the User (including contact information) (Personal Information) is accurate and complete and that You are authorised to provide such Personal Information. It is your responsibility to ensure that such Personal Information is kept up to date, and Cineworld will not be responsible for errors or omissions in your Personal Information at any time. You may update your details at any time by contacting the Unlimited Helpline. The terms of the Privacy Policy apply to our use of Personal Information. In addition, You authorise Cineworld to (i) transfer or disclose Personal Information to professional advisers and such other parties as is necessary for the administration of Cineworld's business (including financial decisions), customer profile research or if required to disclose such information required by law; and (ii) use any Personal Information to provide You and the User with information about your membership account, offers, products and/or services offered by Cineworld from time to time. You and the User may choose to opt-out of being contacted by Cineworld by ticking the opt-out box on the application form or notifying the Unlimited Helpline at any time during the Agreement.

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 Cineworld's 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, 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 Cineworld will not in any event be liable for: (a) any loss of profit, revenue, business, contract, goodwill, or other financial or economic loss or damage; or (b) any indirect loss or damage which is not reasonably foreseeable as likely to occur in the ordinary course of events.

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 or for any other liability that it cannot restrict or exclude by law, 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 are subject to the non-exclusive jurisdiction of the courts of England and Wales, unless You live in Scotland, Northern Ireland, the Republic of Ireland or The Channel Islands in which case the relevant law will apply and You 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 User 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 User'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.

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17. Contact details

17.1 You can contact us as follows:

Unlimited Helpdesk

Cineworld Cinemas Limited

Power Road Studios,

114 Power Road

London

W4 5PY

UK

unlimited@cineworld.co.uk

From the UK: 0330 333 4444

From Ireland: 0818 304 204

Unlimited Helpline Opening Hours:

10 am to 10pm (UK time), Monday to Sunday

17.2 If Cineworld need to contact You or Users about the Agreement or the Unlimited Card (for example to notify You of changes to these Conditions or to terminate the Agreement) we may do so by any reasonable method including by sending notices and other communications to the postal or email address provided on Your application for the Unlimited Card (or where You have advised the

Unlimited Helpline of a change of address we will use the latest details that you have provided). It is therefore important that you keep your contact details updated. Where we do contact you by email we will be deemed to have notified You or a User as soon as the email is delivered for instance into your inbox or onto the relevant server, provided that we do not receive a "bounce back" notification from that email address. Where we contact you by post we will be deemed to have served notice on You or the User two Working Days after the date of posting provided that the notice has not been returned to sender within 28 days of posting.

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18. Terms and Conditions for the Unlimited Card online ticket booking offer

18.1 The following terms apply to ticket bookings made through the Web Site using an Unlimited Card.

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 Cineworld Website Terms of Use. The Cineworld Online Ticket Purchases 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. Use of the Unlimited Card will remain subject to these Conditions.

18.3 Only one ticket per Unlimited Card may be booked online at any time and no further online ticket booking may be made using that Unlimited Card until the screening to which the existing booking relates has come to an end. Although a booking/processing fee usually applies to Cineworld customers when cinema tickets are booked online, Unlimited Cardholders are exempt from this booking/processing fee when booking a ticket online for themselves.

18.4 My Cineworld discounts will not apply to (i) any uplift payment for tickets for 3-D screenings booked online using an Unlimited Card or (ii) tickets for event cinema screenings booked online using an Unlimited Card, although the usual Unlimited discounts for these types of screenings will continue to apply in accordance with clause 7.2 of the Unlimited Terms and Conditions.

18.5 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 Cardholders themselves). You may also include ticket bookings for the same screening for other Unlimited customers as part of your booking, but please ensure that you have obtained their permission in advance.

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

18.7 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 event cinema or Unlimited member preview screenings which may be collected at any time after the date of booking.

18.8 Where Cineworld has advised the Unlimited Customer that e-ticketing is available for a

particular booking, the User 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 Customer 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 Customer or, in the case of a group booking, the Unlimited Customer’s group (please see clause 18.9 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 Customer must go to the Concession stand first to collect the retail items.

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

18.10 If the Unlimited Customer 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 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 Customers 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.

18.11 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/charge card used to make the payment.

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

18.13 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.

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.

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19. Terms of current Unlimited offers and discounts

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

19.2 3-D, D-Box, IMAX, Superscreen, 4DX, VIP lounge experience and event cinema uplifts are still payable. 3D uplifts are currently not payable by Premium Unlimited customers but will remain payable by all other Unlimited customers. Charges apply for 3D glasses and VIP/Delux seating as they

are not included as part of Unlimited membership.

19.3 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.

19.4 All offers and discounts are valid until further notice and may be withdrawn at any time.

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 Unlimited cardholders may have up to three online bookings for themselves 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 Cardholders are exempt from this booking/processing fee when booking a ticket online for themselves. With the exception of clause 18.3, all other terms of the Terms and Conditions for the Unlimited Card online ticket booking offer still apply without amendment.

20. 25% Off Food at Frankie & Benny's

1. Cineworld Unlimited card holders can receive 25% off their food bill, when ordering at least a main meal from the main menu.
2. Offer applies to food only. Drinks are excluded from this offer. One discount per table/bill transaction for a maximum of 6 guests.
3. Not valid in conjunction with any other offer or discount promotion, not valid with Breakfast, Lunch or Kids or Juniors menus.
4. Only Cineworld Unlimited card holders shall be entitled to 25% off the price of the food when purchased.
5. Valid Cineworld Unlimited card must be presented in order to claim the discount.
6. All food is sold subject to availability.
7. Offer valid at any Frankie & Benny's or Little Frankie's restaurant in the UK, excluding airport locations.
8. Offer valid until further notice. Cineworld may withdraw the offer or any part of it at any time without prior notice.
9. Normal [cinema terms and conditions](#) apply.

21. 25% Off Food at Chiquito Offer

1. Cineworld Unlimited card holders can receive 25% off their food bill, when ordering at least a main meal from the main menu.
2. Offer applies to food only. Drinks are excluded from this offer. One discount per table/bill transaction for a maximum of 6 guests.
3. Not valid in conjunction with any other offer or discount promotion, not valid with Breakfast, Lunch or Kids or Juniors menus.
4. Only Cineworld Unlimited card holders shall be entitled to 25% off the price of the food when purchased.
5. Valid Cineworld Unlimited card must be presented in order to claim the discount.
6. All food is sold subject to availability.
7. Offer valid at any Chiquito restaurant in the UK, excluding airport locations.
8. Offer valid until further notice. Cineworld may withdraw the offer or any part of it at any time without prior notice.
9. Normal [cinema terms and conditions](#) apply.

22. 25% Off Food at Pizza Hut Restaurants Offer

1. Cineworld Unlimited card holders can receive 25% off their food bill, when ordering at least a main meal from the main menu.
2. Offer applies to food only. Drinks are excluded from this offer. One discount per table/bill transaction for a maximum of 4 guests.
3. Not valid in conjunction with any other offer or discount promotion, not valid with Breakfast, Lunch or Kids or Juniors menus.
4. Only Cineworld Unlimited card holders shall be entitled to 25% off the price of the food when purchased.
5. Valid Cineworld Unlimited card must be presented in order to claim the discount.
6. All food is sold subject to availability.
7. Offer valid at any Pizza Hut restaurant in the UK, excluding airport locations.
8. Offer valid until further notice. Cineworld may withdraw the offer or any part of it at any time without prior notice.
9. Normal [cinema terms and conditions](#) apply.
10. Offer not valid in Jersey.