

## UNLIMITED CARD TERMS & CONDITIONS FOR UNLIMITED MEMBERSHIPS

### STARTING BEFORE 2<sup>nd</sup> OCTOBER 2024.

The following Unlimited Card Terms & Conditions apply to Unlimited Memberships starting before 2<sup>nd</sup> October 2024. These Conditions were last updated on 3<sup>rd</sup> April 2025 to reflect changes to the way booking fees are presented when purchasing tickets online. Previously, these Conditions were updated on 5<sup>th</sup> November 2024 and 2<sup>nd</sup> October 2024 and those changes included minor amendments to address:

**Introduction of the Digital Unlimited Card:** providing details about how and when to use the Digital Unlimited Card as an alternative to the Member's plastic Unlimited Card. Explaining the new process for issuing and using replacement Unlimited Cards and the black Unlimited Card (no new plastic Unlimited Cards will be issued), so to enjoy their Unlimited Card benefits, Members should use their digital Unlimited Card which is accessible in their online My Cineworld account on the Cineworld Website and in the Cineworld App.

**Unlimited Membership Groups:** clarifying the terminology used to describe the Unlimited Membership Groups.

**Changes to renewals under the Annual Payment Plan:** changes to the way in which members can renew their Unlimited Membership when they have been paying their subscription fees under the Annual Payment Plan.

**Changes to Unlimited benefits (effective 5<sup>th</sup> November 2024):** changes to Unlimited benefits including removal of Uplifts payable for Superscreen and amendments to entitlements to Black Unlimited Cards (previously known as the Black Premium Unlimited Card).

#### Other Terms and Conditions:

- To read a copy of the Unlimited Card Terms & Conditions valid 7<sup>th</sup> November 2022 until 1<sup>st</sup> October 2024, please click [here](#).
- For the Unlimited Membership Terms that apply to new Unlimited Memberships starting on or after on or after 2<sup>nd</sup> October 2024 (or Memberships renewed online on or after that date) click [here](#).

### **Unlimited Card Terms & Conditions for Unlimited Memberships starting before 2<sup>nd</sup> October 2024.**

#### **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 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 Team** - Our dedicated Unlimited Team can be contacted via our [online contact form](#), by email at [unlimited@cineworld.co.uk](mailto:unlimited@cineworld.co.uk) and by post at Unlimited Team, Cineworld Cinemas Limited, 8th Floor Vantage London, Great West Road, Brentford, TW8 9AG, 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.experience.cineworld.co.uk](http://www.experience.cineworld.co.uk).

1.7 **Cineworld App** – the Cineworld mobile applications for iPhone and Android.

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## 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 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 Team or the Cineworld Website;

**Initial Period:** the minimum subscription period selected by You during the online Application process (currently either three (3) months when joining with the Monthly Payment Plan and twelve (12) months when joining with the Annual Payment Plan) and as confirmed in the email containing your temporary Unlimited card;

**Preferred Cinema:** the location of a Customer's preferred Cineworld cinema, as selected during the application process for an Unlimited Card.

**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 Team, 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:** the 'red' or 'black' physical plastic Unlimited card and/or the Unlimited digital card available within the Unlimited Member's My Cineworld account on the Cineworld Website and in the Cineworld App, featuring the Unlimited Member's name, photograph and Unlimited Membership number, as described in [clauses 6.1](#) and 6.2, 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 is currently Cineworld Leicester Square. Details of any changes will be available from Cineworld Cinemas, at [www.cineworld.com](http://www.cineworld.com) or by contacting the Unlimited Team.

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### 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. 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 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 is accepted through its website. 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 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 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 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 By applying for Unlimited Card(s), You confirm:

- (i) You are legally capable of entering into a binding contract;
- (ii) You are at least 16 years old;

- (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 16, the Unlimited Member's parent or guardian) to apply for an Unlimited Card on their behalf (which includes providing us with their personal details and agreeing to the Conditions on their behalf); and
- (v) You are a My Cineworld member and have registered for My Cineworld account on the Cineworld website or app.

**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 use online services on the Cineworld Websites, such as online ticket booking, and Unlimited Members must be aged 16 or over to register for a My Cineworld account. 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 Team at any time after the Unlimited Card has been issued.

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

3.6 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).

3.7 If You pay in accordance with the Monthly Payment Plan, You will have to pay all instalments of the subscription fee for the Initial Period 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).

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#### **4. Agreement**

4.1 The Agreement includes your application form, the Conditions and Cineworld's [Terms of Entry](#). No other terms proposed by You or an Unlimited Member shall apply. Cineworld's Online [Terms of Use](#) will also apply whenever You or the Unlimited Member use the Cineworld Website (which includes any other Cineworld 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. Any personal information provided to us in connection with an application for Unlimited Membership or use of the Unlimited Card will be processed in accordance with our Privacy Policy, which is available [here](#).

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#### **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 Team using one of the contact methods 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.

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## **6. Unlimited cards**

6.1 There are five (5) different Unlimited Memberships to choose from, each covering a different group of Cineworld Cinemas (Unlimited Membership Group). Membership Fees differ depending on the Unlimited Membership Group included within your Membership. You can use your Unlimited Card as standard at the Cineworld Cinemas included in the Unlimited Membership Group You choose for your Membership. You may also use your Unlimited Card at other Cineworld Cinemas not included in your Unlimited Membership Group by paying an Uplift for each visit. The Unlimited Membership Group included within your Unlimited Membership will be determined by the Preferred Cinema You choose during the application process and will be detailed in the confirmation of purchase email (see clause 4.4). Your Preferred Cinema and Unlimited Membership Group can only be changed by contacting the Unlimited Team.

The 5 Unlimited Membership Groups are:

- a) Group 5: includes all Cineworld Cinemas in the UK and Republic of Ireland including Dublin and London Leicester Square;
- b) Group 4: includes all Cineworld Cinemas in the UK including London Leicester Square;
- c) Group 3: includes all Cineworld Cinemas in the UK, excluding London Leicester Square;
- d) Group 2: : includes the Cineworld Cinemas listed as Group 1 and Group 2 cinemas here [Unlimited Membership Group 2](#); and all [Unlimited Membership Group 1](#) cinemas
- e) Group 1: includes the Cineworld Cinemas listed as Group 1 cinemas here [Unlimited Membership Group 1](#).

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) with effect from 5<sup>th</sup> November 2024, where an Unlimited Member's membership continues beyond the first 3 (three) months of membership (and all subscription fees have been paid up to date) or an Unlimited Member's subscription has been paid for on the Annual Payment Plan, the Member will be issued with a black 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 holders of black Premium Unlimited Cards from time to time. With effect from 2<sup>nd</sup> October 2024, black Premium Unlimited Cards will only be issued in digital format in the Member's Account (no physical plastic black Premium Unlimited Cards will be issued), so to access the Black Unlimited Card the Unlimited Member must either access it via the Cineworld Website or download the Cineworld App and link their Unlimited Card within their My Cineworld account to make use of their Black Unlimited Card. Alternatively, the Member may continue to use their red plastic Unlimited card to obtain the Black Unlimited Card benefits.

In order to claim the relevant additional discounts and offers referred to above, the Unlimited Member must show their valid red or black Unlimited Card 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 or App, by inputting the relevant details on the website/App as directed. The additional discounts and offers made available for holders of red Unlimited Cards and black Unlimited Cards are discretionary and may be withdrawn or amended at any time without notice.

6.3 The Unlimited Membership Group allocation of any Cineworld Cinemas as well as the number, location and opening hours of Cineworld Cinemas in any area/Unlimited Membership Group may change during the Subscription Period. A list of current Cineworld Cinemas is available from the Cineworld Website and the Unlimited Team.

6.4 During the application process a head and shoulders photograph of the Unlimited Member must be provided. This photograph will be printed on the Unlimited Card and will be used for identification and fraud prevention purposes. All Unlimited Cards must display an up to date 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. 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. To change the photograph after the Unlimited Card has been issued, the Unlimited Member must contact the Unlimited Team.

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 Subscription Period unless suspended or terminated by You or Cineworld earlier under these Conditions.

6.7 The Digital Unlimited Card. Unlimited Members will be able to find and use their digital Unlimited Card, via their My Cineworld account available on the Cineworld Website and Cineworld App throughout their Subscription Period whilst their membership remains valid.

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## 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 the following at Cineworld Cinemas within their Unlimited Membership Group:

- (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 special or premium seating) for any 2D film screening in a standard auditorium or Superscreen auditorium open to the general public (excluding premium screenings such as 3-D, IMAX, 4DX, ScreenX and event cinema screenings);
- (iii) one seat (subject to availability and excluding special or premium seating) for 3-D, IMAX, 4DX or ScreenX screenings at such uplift rates (where applicable) as may be available from time to time;

Unlimited Members can also access Cineworld Cinemas not included within their Unlimited Membership Group on payment of an uplift (at such rates 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 Where Members are required to display their valid Unlimited Card to obtain tickets, entry to the cinema and enjoy Unlimited benefits and offers, they may show their physical Unlimited Card or their digital Unlimited Card on their mobile device.

7.5 **Booking tickets online** Unlimited Members may be able to use their Unlimited Card to book a limited number of tickets for themselves online via their synced My Cineworld account on the Cineworld Website, in accordance with the terms of clause 18 (Unlimited Card online ticket booking) 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.

7.6 **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, Ticket and Concessions stand or an Automatic Ticket Machine (ATM). 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 Team.

**7.7 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. 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.

**7.8 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.

**7.9 Online account management via My Cineworld** To be able to access their digital Unlimited Card or use their physical Unlimited Card to book tickets in advance, manage their Unlimited membership online eg. to change their contact details, cancel a booking or set up a new direct debit instruction, Unlimited Members will need to register for a My Cineworld account (unless the Unlimited Member already has a My Cineworld account) and link their Unlimited membership 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 and ticket booking functions within My Cineworld at any time and without notice. Unlimited Members must be aged 16 or over to register for a My Cineworld account for themselves.

**7.10 Unlimited Members aged under 16 (Junior Members)** Junior Members will not be able to register for a My Cineworld account for themselves until they are 16 years old. With the consent of the Junior Member's parent or guardian, a Junior Member's Unlimited Card may be used to book tickets online through their parent or guardian's My Cineworld account, by selecting the 'Add a Friend's Unlimited Card' option and inserting the Junior Member's Unlimited Card number during the booking process. For all other Unlimited membership account matters, the Junior Member's parent or guardian should contact the Unlimited Team who will be able to assist.

**7.10 Availability of the App and Online services.** Cineworld may make changes to the Cineworld App, the Cineworld Website, the digital Unlimited Card, the number of online tickets You can book in advance online using your Unlimited Card and withdraw or change any and all online ticket booking, My Cineworld and account management functionality at any time and without notice.

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

**8.1** The subscription fee for the Initial Period and renewal fees for each Unlimited Membership Group are available from the Cineworld Website, the Cineworld app, Cineworld Cinemas and the Unlimited Team. The 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 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 30 days 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 10 \(Changes\)](#) and [clause 11 \(Termination by You\)](#).

### 8.3 Monthly Payment Plan and Automatic Renewal

8.3.1 Under the Monthly Payment Plan, You agree to pay the full subscription fee for the Initial Period in 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 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 contact the Unlimited Team 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 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 Team. 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.

8.4.3 At least one month before the end of the Initial Period, Cineworld will offer You the opportunity to renew your subscription by signing up to the new digital Unlimited Membership scheme. It is no longer possible to extend your subscription under the Annual Payment Plan.

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](#).

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### 9. Lost, stolen or defective cards and keeping the Unlimited Card secure

9.1 The Unlimited Member is responsible for keeping their physical Unlimited Card and their digital Unlimited Card (including their mobile device and online account credentials) secure at all times. The Unlimited Member must contact the Unlimited Team as soon as possible to report any lost or stolen Unlimited Card or unauthorized access to their My Cineworld account, Unlimited membership details or digital Unlimited Card and follow the steps advised by the Unlimited Team representative to secure their

account. No physical replacement Unlimited Card will be issued, however, once the Unlimited Member's account has been secured/updated as necessary they may continue to use their valid digital Unlimited Card via the Cineworld Website or in the Cineworld App to enjoy their Unlimited Membership.

9.2 In the event of unauthorized access to the Unlimited Member's mobile device, the Member should de-activate the mobile device and activate a new mobile device to use their digital Unlimited Card (the Unlimited Card number will remain the same). Cineworld will not be responsible for any loss You or the Unlimited Member may incur as a result of any unauthorized use of the physical or digital Unlimited Card, log-in credentials or other membership details unless such loss arose as a direct result of something Cineworld has done in breach of these Conditions.

9.3 For the avoidance of doubt, Unlimited Members will not be entitled to book an Unlimited ticket and no refunds will be given for cinema tickets purchased by the Unlimited Member in the event their Account is suspended due to loss or theft of their Unlimited Card or unauthorized access to their My Cineworld account, unless the issue arose as a result of something Cineworld has done in breach of these Conditions.

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## **10. Changes**

### **Increasing Subscription Fees**

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 or where we have added new features, improved the Unlimited Card benefits or for other business reasons. Cineworld will do its best to ensure any increase is reasonable in the circumstances (for example, if our costs or ticket prices have increased or the Unlimited Card benefits have been enhanced, Cineworld will increase subscription fees by a reasonable amount to reflect the increase in costs or ticket prices or to reflect the new improvements to the scheme). Any increase in the subscription fee will be notified to You at least 30 days before it comes into effect.

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 30 days' notice of any increase and the Direct Debit amounts to be charged 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 to be charged after expiry of the notice will be adjusted accordingly;
- (ii) if You pay the fees in advance under the Annual Payment Plan, the increase will take effect at the end of the period for which fees have been paid.

## **Changes to these Conditions:**

10.4 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. These changes will take effect from the date of publication on the Cineworld Website. Please see [clauses 6.2 \(Unlimited Cards\)](#), [7.8 \(Online Account Management\)](#), [18 \(Unlimited Card Online Ticket Booking\)](#) and [19 \(Terms of Unlimited Offers and Discounts\)](#) for further details regarding amendment and withdrawal of additional functions, discounts and offers.

10.5 Additionally, Cineworld reserves the right to make other changes to the Conditions on giving You at least 30 days' 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 \(Contact Details\)](#).

### **If you don't agree with the Changes**

10.6 If:

You are on the Monthly Payment Plan and these changes either increase the monthly instalment payable by You or are otherwise to your disadvantage, You may ask us to terminate the Agreement at any time up to 30 days from the notice date by contacting the Unlimited Team (using the contact details in clause 1 and using the email address associated with your Unlimited membership). Where we receive your notice:

- (i) 14 days or more before your next payment date, the Agreement will end the day before your next payment is due;
- (ii) 13 days or less before your next payment date, that payment will be payable and the Agreement will terminate one month later.

PLEASE NOTE: due to Cineworld's current payment processes, if You are paying by Direct Debit, any Unlimited Card will be deactivated automatically if You cancel the Direct Debit before your Agreement termination date and You won't be able to enjoy the remainder of the current month's subscription you've already paid for. 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.

10.7 If You are on the Annual Payment Plan, and the changes are to your disadvantage, You may ask to terminate your Agreement at any time up to 30 days from the notice date by contacting the Unlimited Team and following the steps in clause 11.6 (Termination by You) below.

10.8 If we do not receive your notice of termination within 30 days of our notice of change, we will assume you have agreed to the change and your Agreement will continue on the updated Conditions or, as applicable, if you pay by monthly Direct Debit, at the increased subscription fee.

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## **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 email to the Unlimited Team.

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 Team. 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 ask to terminate the Agreement at any time after the Initial Period (or during the Initial Period where You are disadvantaged by changes made by Cineworld as explained in clause 10 (Changes)). To terminate the Agreement, You must give notice of termination to the Unlimited Team by phone or in writing by post or email (sent from the email address associated with your Unlimited membership). Where we receive your notice:

(i) 14 days or more before your next payment date, the Agreement will end the day before your next payment is due;

(ii) 13 days or less before your next payment date, that payment will be payable and the Agreement will terminate one month later.

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 before your Agreement termination date and You won't be able to enjoy the remainder of the current month's subscription you've already paid for. 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 paid under the Annual Payment Plan and either (i) have the right to terminate your membership under clause 10.7 or (ii) You have extended the Subscription Period for a full year after the Initial Period, 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 giving notice of termination to the Unlimited Team by phone or in writing by email (sent from the address associated with your Unlimited subscription).

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.

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## **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 engage in (or we have reasonable cause to believe you may engage in) any behaviour or activity that is disruptive to or damaging to any Cineworld business or operation, process or practice or the safety of our staff, customers or other visitors to our cinemas.

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 subscription 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.

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### **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 Team.

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.

13.3 If You are resident in the Republic of Ireland: the European Commission has established a website for online dispute resolution which is available [here](#), and which is designed to assist consumers in resolving disputes online without having to go to court.

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### **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 Team. Where an Unlimited Member is aged under 16, their parent or guardian may also notify Us of any changes or inaccuracies in their data.

14.2 Our [Privacy Policy](#) provides details of how we may collect and use your personal information, and the choices you can make about how your personal information is used. 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 will also use the Unlimited Member's contact details to send them service communications, including information about their membership such as renewal reminders, account information and membership summaries and, from time to time, other information related to their Unlimited membership (details of which are set out [here](#)). These types of service communications will usually be sent by email and/or text message.

We may also use Personal Information for other purposes as described in the [Privacy Policy](#) including sending you marketing communications where you have given us your consent or where we have lawful right to do so. You and/or the Unlimited Member can ask us to stop sending you marketing communications at any time by updating your marketing preferences online via your respective My Cineworld accounts, clicking the 'unsubscribe' option in our marketing messages or by contacting the Unlimited Team.

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## **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 Team.

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, pandemic 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, shortage of supplies, staff or essential utilities or services;
- (vii) Any governmental guidance/recommendation, act, decree, legislation, regulation or restriction.

15.3 Cineworld's liability for faulty Unlimited Cards is limited to the remedies described in [clauses 7.10 and 9](#).

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

15.5 In the event an Unlimited Card online booking is not possible due to any technical reasons, tickets can be booked in-cinema, and Cineworld accepts no liability or responsibility for any such technical failures.

15.6 If Cineworld fails to comply with these terms, we are responsible for loss or damage You suffer 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.

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## **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.

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## **17. Contact details**

17.1 You can contact Us at the Unlimited Team (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 usually contact You or the Unlimited Member (as necessary) by email although we may get in touch by phone or post if we need to. You must maintain a valid email address in connection with your Unlimited membership. 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.

17.3 When communicating with You or the Unlimited Member about your membership account, Cineworld will use the contact information (email address, and mobile 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 Team or online via your respective My Cineworld accounts, 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 or SMS we will be deemed to have notified You or the Unlimited Member as soon as the email or SMS is sent, provided we have used the email/mobile phone number stated in the relevant My Cineworld Account/last provided by You/Unlimited Member.

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## **18. Unlimited Card online ticket bookings**

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. To be able to use their Unlimited Card to book tickets online the Unlimited Member will need to register for a My Cineworld account and link their Unlimited Card with their My Cineworld account. We will send the applicant an email following their registration with instructions to link their Unlimited membership to a My Cineworld account, or they will be able to do so from their My Cineworld account. All online ticket bookings are subject to the [Online Terms of Use](#) and, in particular, clause 7 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. Cineworld may withdraw or change any and all Unlimited online advance booking and account management functions within My Cineworld at any time and without notice. Unlimited Members must be aged 16 or over to register for a My Cineworld account for themselves.

18.3 Unlimited Members aged under 16 (Junior Members). Junior Members will not be able to register for a My Cineworld account for themselves until they are 16 years old. With the consent of the Junior Member's parent or guardian, a Junior Member's Unlimited Card may be used to book tickets online through their parent or guardian's My Cineworld account, by selecting the 'Add a Friend's Unlimited Card' option and inserting the Junior Member's Unlimited Card number during the booking process. For all other Unlimited membership account matters, the Junior Member's parent or guardian should contact the Unlimited Team who will be able to assist.

18.4 A parent or guardian of a Junior Member can register for a My Cineworld account on behalf of the Junior Member and then link the Junior Member's Unlimited Card with their My Cineworld account. We will send the applicant an email following their registration with instructions to link the Junior Member's Unlimited membership to a My Cineworld account.

18.5 Unlimited Members may have up to five (5) online bookings for themselves on their Unlimited Card at any time. Tickets booked online by the Unlimited Member for themselves or on their behalf by an approved friend (please see 18.6 below) will count towards the five (5) ticket allocation. 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 fee usually applies to Cineworld customers when cinema tickets are booked online, Unlimited Members are exempt from this booking fee when booking a ticket online for themselves or for other Unlimited Members when using their respective Unlimited Cards.

18.6 Tickets for other Unlimited members may be booked online for the same screening as part of the same transaction provided those Unlimited members have given permission in advance and recognized the Unlimited Member making booking as an "approved friend" within their own My Cineworld account and providing their membership gives access to the relevant cinema.

18.7 Tickets for other customers who are not Unlimited members may be booked online for the same screening as part of the same transaction at standard prices for the relevant performance. A non-refundable booking fee for each person for whom a ticket is booked ("Booking Fee") will usually apply when booking tickets for other non-Member customers online. The Booking Fee is in addition to the price of a ticket but, to ensure the booking process is as clear as possible, it is included in the headline ticket prices shown. Please refer to [section 7.4 of the Online Terms of Use](#) for further details. If you do not wish to pay the Booking Fee, you may purchase tickets at the cinema in person, where it will not apply, although prices for tickets purchased in cinema will usually be higher than those purchased online.

18.8 Payments for additional tickets and any surcharges or booking 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).

18.9 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.

18.10 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.

18.11 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, or charge card used to make the payment.

18.12 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.

18.13 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 Unlimited Card online booking (including the number of tickets which can be booked in advance) from time to time without notice.

18.14 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.

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## 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.

19.3 **Unlimited benefits, offers and discounts** – Full details and offer terms are available here on the Cineworld website at <https://www.cineworld.co.uk/static/en/uk/terms/unlimited-card>.

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