Rules and Regulations of the MultiBilet Scheme

Definitions

MultiBenefit – MultiBenefit sp. z o.o. with its registered seat in Warsaw (address: 00-844 Warsaw, Pl. Europejski 2), entered into the Register of Entrepreneurs kept by the District Court for the capital city of Warsaw in Warsaw, XII Commercial Division of the National Court Register, under KRS (National Court Register Number): 0000405413, NIP (Tax Identification Number): 5252524610;
MultiBilet Scheme – MultiBenefit authorial scheme addressed to Clients, which includes Coupons and Codes;
MultiBilet Coupon (Coupon) – a paper coupon issued by MultiBenefit to the bearer (in the following types: MultiBilet 2D, MultiBilet 3D, MultiBilet Plus 2D, MultiBilet Plus 2D without Warsaw, MultiBilet Plus 3D, MultiBilet Plus 3D without Warsaw, Regional MultiBilet) exchangeable, in cinemas included in the MultiBilet Scheme, for Film Shows tickets, which contains its own individual code, with a counterfoil. One Coupon entitles to an exchange for one ticket for a Film Show;
Code – (1) Single eMultiBilet, i.e. a code saved in the form of a string of characters and delivered to the authorised person by text message (SMS) or electronically in the pdf format in the form of, among other: bar code, SMS text message, QR code, or other form (in the following types: eMultiBilet 2D, eMultiBilet Premium 2D, eMultiBilet Premium 2D without Warsaw, eMultiBilet 3D, eMultiBilet Premium 3D, eMultiBilet Premium 3D without Warsaw) exchangeable at cinemas included in the MultiBilet Scheme for Film Shows tickets, **or (2) Multiple eMultiBilet, i.e.** a code saved in the form of a string of characters and delivered to an authorised person by text message (SMS) or electronically in the pdf format in the form of, among other: the bar code, SMS text message, QR code, or other form (in the following types: eMultiBilet 2D, eMultiBilet Premium 2D , eMultiBilet 3D, eMultiBilet Premium 3D) exchangeable at cinemas included in the MultiBilet Scheme for Film Shows tickets in accordance with the limit of passes saved on it;
Partner – a business entity offering its services, which can be used by the User upon the presentation of the Coupons, or Codes;
Client – legal person or an entity not having legal personality pursuing business activity which purchases from Coupons or Codes within the framework of the MultiBilet Scheme;
User – a natural person holding a Coupon, or Code;
Film Show – film screening within the framework of a recurring repertoire offered by a Partner, with the exception of festivals, marathons, special shows, pre-release film shows, shows in the halls VIP and 4DX. Any exceptions from this provision are posted on the Partner's sub-website presented on the following website: https://www.benefitsystems.pl/search/multibilet;
Expiry Date – the time-limit within which the MultiBilet Coupon or Code is accepted;
Terminal System – an automatic system of registration of entries to the Film Shows for Single eMultiBilet, and Multiple eMultiBilet by means of a terminal and barcode readers saved on the Code;
Partner Panel – automatic system of registration of entries to the Film Shows for eMultiBilet codes (Single and Multiple) by an employee of the Partner using an online registration system available at www.test-mma2.benefitsystems.pl/PartnerPanel/Login
Rules and Regulations – these rules and regulations.

Chapter I
MultiBilet Coupons

§ 1
General Principles

1. The Rules and Regulations shall apply to the process of purchase, acceptance of MultiBilet Coupons, as well as to the complaints concerning the sale of the MultiBilet Coupons.
2. MultiBilet Coupons have an Expiry Date of which the Client will be informed at the time of placing an order.
3. MultiBilet Coupons shall be invalid after the Expiry Date.
4. Placing an order for the Coupons by the Client shall constitute an acceptance of the Rules and Regulations.
5. MultiBilet Coupons shall not be exchangeable for cash, in whole or in part, and may not be returned to MultiBenefit, except in cases related to a complaint.
6. A person who purchased a MultiBilet Coupon cannot resell it or use it in any other way, e.g. in the course of their business, or in any promotional or marketing campaign, without MultiBenefit's written consent. Informing the Employees that they can receive MultiBilet Coupons shall not be considered a promotional or marketing.
7. Before purchasing the MultiBilet Coupons, the Client shall be obliged to become familiar with the Rules and Regulations posted by MultiBenefit on the website www.benefitsystems.pl/multibilet/jak-to-dziala and undertakes to provide the User with the User's terms of use of the MultiBilet Scheme.

§ 2
Using MultiBilet Coupons

1. MultiBenefit shall provide the ordered MultiBilet Coupons to the Client by courier.
2. Prior to the Film Show, the User must exchange the MultiBilet Coupon for a ticket at the cash desk of a cinema.
3. After providing an employee of the Partner with a MultiBilet Coupon in order to exchange it for a ticket for a Film Show, it shall not be possible to recover the MultiBilet Coupon, except in cases related to a complaint.
4. Having a MultiBilet Coupon does not guarantee the availability of free seats for a given Film Show.
5. Users shall be entitled to use MultiBilet Coupons on each day of the week.
6. If the bearer uses the Coupon on the last day before its expiry and wishes to use the Coupon for a show on the date when the Coupon is not valid, the cinema staff may refuse to issue such a ticket.
7. A MultiBilet Coupon shall not be accepted if its number or bar code is illegible.
8. The list of cinemas accepting MultiBilet Coupons is available on the following website: www.benefitsystems.pl/search/multibilet. MultiBenefit reserves the right to change the list of cinemas accepting Coupons.
9. MultiBilet Plus 2D without Warsaw and Multibilet Plus 3D without Warsaw are accepted in cinemas, the list of which is available on the following website: www.benefitsystems.pl/search/multibilet with the exception of cinemas in Warsaw, Janki and Multikino in Pruszków.

§ 3
Order Placement and Fulfilment

1. MultiBilet Coupons can only be bought by Clients.
2. Orders for MultiBilet Coupons can be placed via e-mail to sprzedaz@programkinowy.pl 24/7 all year long. Orders placed on weekdays after 4 p.m. and on Saturdays, Sundays and public holidays shall be fulfilled on the next week day. The lead time for the fulfilment of orders shall be seven (7) week days.

3. A condition precedent for the fulfilment of an order shall be accepting the Rules and Regulations and providing correct data when placing the order.
4. Payments for the ordered Coupons shall be made in one of the following two ways:
    1) in the case of a new Client – a pro forma invoice shall be sent to the e-mail address given by the Client, on the basis of which the Client will make a payment, and, after recording the payment on the account, MultiBenefit will send to the Client the ordered number of MultiBilet Coupons along with the original invoice;
    2) in the case of an existing Client – after placing an order, the ordered MultiBilet Coupons shall be sent to the Client by a courier together with an invoice. The Client shall pay to MultiBenefit the remuneration by bank transfer within fourteen (14) days from the date of issue of the VAT invoice.
5. The costs of sending the Coupons to the Client shall be covered by MultiBenefit.

§ 4
Complaints

1. A MultiBilet Coupon purchased in the manner set forth in the Rules and Regulations shall not entitle to exchange it for a different one.
2. MultiBenefit shall not be responsible for MultiBilet Coupons that have been lost or damaged after providing them to the Client.
3. The Client or the User shall not be entitled to any claims against MultiBenefit in relation to the loss (including theft) or damage to a MultiBilet Coupon after providing it to the Client and, in the case of obtaining access to the MultiBilet Coupon by a third party, without the fault of MultiBenefit.
4. Any complaints related to the improper functioning of the MultiBilet Coupon implementation process and its use for the purpose of exchanging it for a Film Show shall be considered by MultiBenefit without delay after the date the User or Client lodges a complaint.
5. Complaints may be submitted by e-mail to the following address: info@programkinowy.pl.

§ 5
Responsibility

1. MultiBenefit shall not be responsible for the course of a Film Show – the responsibility in this regard shall be solely borne by the Partner. MultiBenefit shall also not be responsible for the content of communications of a given Film Show, including advertising and its compliance with the actual course.
2. MultiBenefit shall not be responsible for any changes in the repertoire presented by the Partner.
3. Users and/or Client should notify MultiBenefit on any irregularities in the functioning of the MultiBilet Coupon.
4. MultiBenefit shall be responsible for the correctness of the provided MultiBilet Coupon and the expiration date of the Coupon.

Chapter II
eMultiBilet Code

§ 1
General Principles

1. The Rules and Regulations shall apply to the process of purchase, acceptance of eMultiBilet Codes, as well as to the complaints concerning the sale of the eMultiBilet tickets.
2. eMultiBilet Codes have an Expiry Date of which the Client will be informed at the time of placing an order.
3. eMultiBilet shall be invalid after the Expiry Date.
4. An eMultiBilet shall be invalid after using the codes saved on it.

5. Placing an order by the Client shall constitute an acceptance of the Rules and Regulations.
6. eMultiBilet shall not be exchangeable for cash, in whole or in part, and may not be returned to MultiBenefit, except in cases related to a complaint.
7. A person who purchased an eMultiBilet ticket cannot resell it or use it in any other way, e.g. in the course of their business, or in any promotional or marketing campaign, without MultiBenefit's written consent. Informing the Employees that they can receive eMultiBilet Codes shall not be considered a promotional or marketing.
8. An eMultibilet Code may not be used to create vouchers or other forms of paper or electronic invitations without Multibenefit's written consent.
9. Before purchasing an eMultiBilet, the Client shall be obliged to become familiar with the Rules and Regulations posted by MultiBenefit on the website www.benefitsystems.pl/multibilet/jak-to-dziala and undertakes to provide the User with the User's terms of use of the MultiBilet Scheme.

§ 2
Using eMultiBilet

1. MultiBenefit shall send to the Client the ordered eMultiBilet in an encrypted Excel file by e-mail. The password to the file shall be sent in a separate e-mail.
2. Before the Film Show, the User shall present the eMultiBilet at the cash desk of a cinema. After entering the eMultiBilet and confirming the transaction via the Terminal System or Application, the User shall be entitled to access the selected Film Show.
3. After providing an employee of the Partner with a Code in order to exchange it for a Film Show ticket, it shall not be possible to recover a verified Electronic Cinema Code, except in cases related to a complaint.
4. Having an eMultiBilet does not guarantee the availability of free seats for a given Film Show.
5. Users shall be entitled to use the eMultiBilet on each day of the week except for cases of eMultiBilet tickets limited by time, of which the Client shall be informed at the time of their purchase.
6. If the bearer uses the eMultiBilet on the last day before its expiry and wishes to use the Code for a show on the date when the Code is not valid, the cinema staff may refuse to issue such a ticket.
7. An eMultiBilet shall not be accepted if its number, barcode, or QR code is unreadable or when the eMultiBilet has already been used.
8. Users shall have the right to check the number of Codes available on the eMultiBilet. You can check the above via the MultiBenefit helpline by calling +48 22 242 42 42 seven (7) days a week between 7 a.m. and 10 p.m.
9. The list of cinemas accepting eMultiBilet tickets is available on the following website: www.benefitsystems.pl/search/multibilet. MultiBenefit reserves the right to change the list of cinemas accepting Codes.
10. eMultiBilet Premium 2D without Warsaw and eMultiBilet Premium 3D without Warsaw are accepted in cinemas, the list of which is available on the following website: www.benefitsystems.pl/search/multibilet with the exception of cinemas in Warsaw, Janki and Multikino in Pruszków.
11. The use of the eMultiBilet shall not be possible in the event of a failure of the Terminal System or Application.

§ 3
Order Placement and Fulfilment

1. eMultiBilet tickets can only be bought by Clients.
2. Orders for eMultiBilet tickets can be placed via e-mail to sprzedaz@programkinowy.pl 24/7 all year long. Orders placed on weekdays after 4 p.m. and on Saturdays, Sundays and public holidays shall be fulfilled on the next week day. The lead time for the fulfilment of orders shall be seven (7) week days.

3. A condition precedent for the fulfilment of an order shall be accepting the Rules and Regulations and providing correct data when placing the order.
4. Payments for the ordered eMultiBilet tickets shall be made in one of the following two ways:
    1) in the case of a new Client – a pro forma invoice shall be sent to the e-mail address given by the Client, on the basis of which the Client will make a payment, and, after recording the payment on the account, MultiBenefit will send to the Client the ordered number of eMultiBilet tickets along with the original invoice;
    2) in the case of an existing Client – after placing the order, the ordered eMultiBilet tickets shall be sent to the Client in an encrypted file to the e-mail address provided in the form. The original invoice shall be sent to the Client by mail. The Client shall pay to MultiBenefit the remuneration by bank transfer within fourteen (14) days from the date of issue of the VAT invoice.

§ 4
Complaints

1. An eMultiBilet purchased in the manner set forth in the Rules and Regulations shall not entitle to exchange it for a different one.
2. MultiBenefit shall not be responsible for eMultiBilet tickets that have been lost or damaged after providing them to the Client.
3. The Client or the User shall not be entitled to any claims against MultiBenefit in relation to the loss (including theft) or damage to an eMultiBilet after providing it to the Client and, in the case of obtaining access to the eMultiBilet by a third party, without the fault of MultiBenefit.
4. Any complaints related to the improper functioning of the eMultiBilet implementation process and its use for the purpose of exchanging it for a Film Show shall be considered by MultiBenefit without delay after the date the User or Client lodges a complaint.
5. Complaints may be submitted by e-mail to the following address: info@programkinowy.pl.

§ 5
Responsibility

1. MultiBenefit shall not be responsible for the course of a Film Show, for which the responsibility is solely borne by the Partner. MultiBenefit shall also not be responsible for the content of communications of a given Film Show, including advertising and its compliance with the actual course.
2. MultiBenefit shall not be responsible for any changes in the repertoire presented by the Partner.
3. Users and/or Client should notify MultiBenefit on any irregularities in the functioning of the eMultiBilet.
4. MultiBenefit shall be responsible for the correctness of the provided eMultiBilet and the expiry dates of the Codes saved thereat.
5. MultiBenefit shall not be responsible for the inability to use the eMultiBilet in the case of a Terminal System or Application failure.

Chapter III

§1
Final Provisions

1. In any matters not governed in the Rules and Regulations, the relevant provisions of the Polish Civil Code shall apply.
2. In the event of a dispute between the Client and MultiBenefit, the court competent for its settlement shall be the competent common court of law having jurisdiction over MultiBenefit.

3. MultiBenefit reserves the right to amend the Rules and Regulations. Any amendments shall apply from the date of their introduction by MultiBenefit, once the amended Rules and Regulations are made available on www.benefitsystems.pl/multibilet/jak-to-dziala.
4. In the case of entering into a separate agreement for the purchase of MultiBilet Coupons or Codes, the Rules and Regulations shall be an annex to the agreement.

§2
Personal data

1. MultiBenefit shall be the controller of personal data of Clients, who are unincorporated organisational units or sole entrepreneurs, provided to MultiBenefit on a voluntary basis within the framework of the registration process upon the order placement, within the meaning of the Regulation (EU) of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter: GDPR), and within the framework of the provision of services by MultiBenefit.
2. MultiBenefit shall process personal data in compliance with applicable legal regulations, in particular regulations on the protection of personal data.
3. MultiBenefit shall process personal data of Clients, because it is necessary to perform the Agreement, including to:
   a. allow for ordering the products within the framework of the MultiBilet Programme,
   b. communicate, including for the purposes related to the provision of services, complaint processing;
   c. process data for tax and accounting purposes, in compliance with the law.
4. MultiBenefit shall also process personal data of Clients for the purposes listed below, based on the legitimate interests of MultiBenefit, including:
   a. for the purposes of the processing of the Users' requests submitted to the service department and via other communication channels: hotline, contact form, e-mail;
   b. for contact purposes, when they are not directly related to the performance of the agreement;
   c. for the purposes of the direct marketing related to the MultiBilet Programme, involving the improvement of the service quality by Client satisfaction surveys, including contacts with the Client via the communication channel selected by the Client;
   d. for the purposes of the ensuring safety of services provided by MultiBenefit, including enforcing compliance with the Rules of the MultiBilet Programme, and preventing fraud and misuse;
   e. for the purposes of the carrying out legal analyses and gathering statistical data;
   f. for the purposes of the activity monitoring;
   g. for the purposes of the carrying out tests and analyses related to the MultiBilet Programme.
5. A legal basis for the processing of personal data of Clients, who are unincorporated organisational units, for the purposes of the implementation of the order shall be concluding the Agreement by and between the Client and MultiBenefit.
6. MultiBenefit shall store the Clients' data for the following periods:
   a. for the purposes of the provision of services and performance of orders – for the term of the Agreement;
   b. for the purposes of the provision of services within the framework of the MultiBilet Programme – until limitation of claims by lapse of time;
   c. for the purposes related to direct marketing – until the earlier of completing the service or making an objection;
   d. for tax and accounting purposes – within the scope and for the period arising from applicable regulations.
7. Any personal data shall be provided voluntarily, but their lack hinders the performance of the Agreement, i.e. the provision of the service.

8. Any person, who provides personal data to MultiBenefit, shall have the following rights:
   a. right to object to processing of data for marketing purposes;
   b. right to object to processing of data due to special situation;
   c. right to data portability;
   d. right of access to data;
   e. right to request rectification of personal data;
   f. right to request erasure of personal data;
   g. right to request restriction of the processing of personal data;
   h. right to personal data portability, i.e. the right to receive from MultiBenefit personal data concerning this person, in a structured, commonly used and machine-readable format.

   In order to exercise the aforementioned rights, the Client shall contact MultiBenefit or the data protection officer appointed by MultiBenefit, at iod@multibenefit.pl.
9. The Client shall also have the right to lodge a complaint to a supervisory authority competent for the protection of personal data, i.e. the President of the Office for the Protection of Personal Data.
10. MultiBenefit protects personal data provided to MultiBenefit and endeavours to protect them against unauthorised access or use. Data are protected using reasonable technical and organisational measures, as well as security procedures aimed at preventing unauthorised access to or use of these data.
11. MultiBenefit makes available personal data of Clients to entities processing these data on behalf of MultiBenefit, based on an agreement: to suppliers mandated with the provision of services related to the processing of personal data, e.g. suppliers of IT services, suppliers of printing services, confectioning and delivery of the products orders, advertising agencies, auditors and public authorities.
12. MultiBenefit does not transfer, sell or lend personal data collected to other persons or institutions, except for the ones listed in section 11, unless explicit consent of the Client was obtained or at the request of the Client, in accordance with applicable legal regulations, or at the request of the court, public prosecutor's office, police or other authorised authority.
13. Based on the Client's personal data, MultiBenefit may conduct profiling, i.e. automated evaluation of certain personal aspects relating to the Client. MultiBenefit performs profiling in order to adjust its offer. Based on the Client's profile, MultiBenefit will be able to adjust the product to expectations and preferences of the Client with respect to the MultiBilet Programme.
    For the purposes of profiling, MultiBenefit uses the data on e.g. the size of the entity, size of the city, where the User uses the vouchers and codes, use of facilities. Additionally, in the profiling process, MultiBenefit takes into account statistical data pertaining to the same information. Personal data will not be transferred outside the European Economic Area (EEA).