

TERMS AND CONDITIONS, PRIVACY POLICY:

CURZON CINEMAS LIMITED ('CURZON') is a company registered in England and Wales at Companies House under company number 00283280, having its registered office at 20-22 Stukeley Street, London WC2B 5LR and whose VAT number is GB888506472.

Please read and retain a copy of the below terms and conditions (the "T&Cs") carefully as these T&Cs apply to you every time you access, use, purchase a ticket or register on CURZON's website (<http://www.curzoncinemas.com>) and affiliated websites (collectively, the "CURZON Websites") or on CURZON mobile app ("CURZON App") or on CURZON Social Media (as defined below) or sign, use or register to any of CURZON's Membership Scheme (as defined in Section A.6 below)(collectively, "CURZON's Channels"). "CURZON Social Media" means websites and applications enabling you to create and share content or to participate in social networking, provided by third parties (such as Twitter, Facebook) through which CURZON provides services such as information, applications, ticket sales and similar activities. Please note that you may be required to create a password to register to the CURZON Websites, App and Social Page. Both your email address and password will be required to log in thereafter (for security purposes, see C.15 "Privacy Policy").

These T&Cs as well as any document expressly referred to therein represent the entire agreement between CURZON and you, which are to be governed and construed in accordance with the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction to settle any claim or dispute arising out of or in connection with the T&Cs. All information relating to the T&Cs shall be supplied to you in English only and communications to you will be written in the English language.

CURZON reserves the right to add or amend these T&Cs from time to time, at its discretion. You agree to be bound by the updated version of the T&Cs as soon as you access, use or register on the CURZON's Channels. Please ensure you have up to date information. If you purchase any ticket, goods (e.g. 3D glasses) or services via the CURZON Websites after any amendment to these T&Cs, you agree to be bound by the updated version.

By entering any CURZON's Cinemas (the "CURZON Cinemas"), you agree to be bound by the rules edited by such CURZON Cinemas as they may be revised from time to time (the "Admission Terms of Use").

To the extent permitted by law, all conditions and warranties implied by law, statute or otherwise are expressly excluded.

A - MEMBERSHIP:

- 1) Please read and retain a copy of the below terms and conditions (the "T&Cs") carefully as by registering to any of CURZON's Membership Scheme (as detailed in Section 6 below), these apply to you. CURZON reserves the right to add or amend these T&Cs from time to time, at its discretion. Changes will take effect as soon as they are posted on CURZON Websites or CURZON Social Media except for price rises applicable to CURZON Membership Scheme, which will only take effect at the time of the renewal of your CURZON

Membership Scheme. You agree to be bound by the updated version of the T&Cs as soon as you access, use or register on the CURZON's Channels. The CURZON Membership Scheme is subject to availability.

- 2) To become a member, you must be 18 or over. If you are under 18, please ask a parent or guardian to register and remain liable to CURZON on your behalf.
- 3) To become a member, you must pay a membership fee (the "Membership Fee"). The Membership Fee is the fixed amount in force at the time of joining the chosen CURZON Membership and is payable prior to issuance of a membership card (the "Membership Card") by means of cash, cheque, debit or credit card. Alternative means of payment may be offered in future (e.g. Direct Debit). Someone else than you may make payment provided that the payer is at least 18 years of age and is responsible for your compliance with these T&Cs.
- 4) To become a member, you agree to apply either by providing your personal details to any of the CURZON's employees or by filling a form (e.g. online application) subject to the below Private Policy. Your application to become a Member is an offer to join one of the CURZON Membership that will be accepted by taking payment of the Membership Fee, which will create a contract between you and CURZON (the "Membership Agreement"). CURZON reserves the right to decline your offer.
- 5) Membership Cards: As a member you will be issued with a Membership Card. Your Membership Card:
 - a) is usable upon collection in venue or receipt of your Membership identification number (the "Membership ID");
 - b) is to be presented at each of your visit in any CURZON Cinemas or your Membership ID is to be inserted on the CURZON Websites to redeem your benefits online (registration to CURZON Websites or App will be required). CURZON is entitled to request proof of your age, identity and/or residence to confirm compliance with these T&Cs or to conform to law, regulation, court order or similar public authority;
 - c) is to be used CURZON Cinemas in the United Kingdom. A list of the participating cinemas is available on CURZON Websites, subject to changes from time to time at CURZON's discretion. Please visit CURZON Websites or ask in CURZON Cinemas for up to date details. If you registered to a CURZON's Membership Scheme in London, you may use your Membership Card in any CURZON Cinema in England. If you registered to a CURZON's Membership Scheme outside London, your Membership Card can only be used in the CURZON Cinema where your Membership Card was initially issued and the advantages of the Membership Card may vary (see Section 6 for details). Please note that you may always elect to become a member by paying the Membership Fee applicable in CURZON Cinemas in London even if you are outside London, which will allow you to go to any CURZON Cinemas in England.
 - d) is giving you the right to enjoy the advantages as set out in these T&Cs including as per Section 6 below, subject to availability, age restriction,

- private hires of the CURZON Cinemas, Admission Terms of Use and/or any relevant promotion terms applicable from time to time;
- e) is to be used on its own and cannot be used in conjunction with any promotions offered by CURZON unless otherwise indicated;
 - f) is personal and cannot be assigned or transferred or exchanged or sold to anyone else; and,
 - g) is and remains CURZON's property at all time that it is in your possession for your own personal and non-commercial use only (please keep your Membership Card safe at all times).
- 6) The CURZON Membership Scheme is composed of the CURZON Classic which includes the CURZON Classic Concession and the CURZON Classic Student; the CURZON Cult and CURZON Complete (the "Membership Scheme").
- a) **CURZON Classic:** against payment of the Membership Fee applicable to the CURZON Classic, you will have the right to be granted the following advantages (the "Classic Advantages"):
 - i) four tickets usable once for a screening of any film of your choice except for private hire occasion, festivals, film premieres, events not open to the general public, Opera screenings, Ballet screenings, Theatre/Play screenings, Q&As, premium priced screenings or events or similar live or pre-recorded events unless otherwise indicated by CURZON (the "Classic Films");
 - ii) a discount redeemable, once per screening, against the purchase of a ticket for you and a guest for any Classic Films;
 - iii) a 15% discount redeemable against the purchase of food and beverages available at the CURZON Cinemas except CURZON Mondrian;
 - iv) a 15% discount redeemable against the purchase of DVDs at CURZON Cinemas except hmvcurzon Wimbledon;
 - v) a 15% discount redeemable against any video-on-demand transactions on Curzon Home Cinema (registration to www.curzonhomecinema.com will be required);
 - vi) online booking fees waved;
 - vii) Curzon Magazine delivered to your door (posted out second class) subject to all address details being correct.

As outlined above, you may share your Classic Advantages with a guest whom is accompanying you subject to availability and provided always that your guest is equally subject to these T&Cs, Admission Terms of Use and/or any relevant promotion terms applicable from time to time. For the avoidance of doubt, no guest may use your Membership Card in your absence.

The Classic Advantages are redeemable subject to availability for a period of 12 months from the start of the Membership Agreement (i.e. upon acceptance by CURZON of your payment of the Membership Fee). Please ensure when redeeming your Classic Advantages, you are not making any bookings beyond the validity of your Membership or you may be charged at the normal standard rate.
 - b) **CURZON Classic Concession:** the CURZON Classic Concession Membership scheme is available to students and individuals of at least 60

years of age. If you qualify and always subject to availability, you will be entitled to a concession applicable to the CURZON Classic Membership Fee. Upon payment of the CURZON Classic Concession Membership Fee, all of the above Classic Advantages will be redeemable by you for a period of 12 months from the start of the Membership Agreement (i.e. upon acceptance by CURZON of your payment of the Membership Fee). Please ensure when redeeming your Classic Advantages, you are not making any bookings beyond the validity of your Membership or you may be charged at the normal standard rate.

You may share your Classic Advantages with one guest whom is accompanying you (subject to availability) and provided always that your guest is equally:

- (i) student or of at least 60 years of age; and,
- (ii) subjected to these T&Cs, Admission Terms of Use and/or any relevant promotion terms applicable from time to time.

For the avoidance of doubt, no guest may use your Membership Card in your absence.

CURZON reserves the right to ask for proof of status for concessionary tickets at any time while you are on any CURZON's premises.

- c) **CURZON Classic Student**: against payment of the Membership Fee applicable to the CURZON Classic Student, you will have the right to benefit from two free tickets usable once for a screening of any Classic Films at the following CURZON Cinemas only: CURZON Bloomsbury, CURZON Sheffield and CURZON Canterbury.

Upon payment of the CURZON Classic Concession Student Membership Fee, the above Classic Advantages will be redeemable by you for a period of 12 months from the start of the Membership Agreement (i.e. upon acceptance by CURZON of your payment of the Membership Fee) except for the delivery of Curzon magazine.

You may share your Classic Advantages with one guest whom is accompanying you (subject to availability) and provided always that your guest is equally:

- (i) a student,
- (ii) subjected to these T&Cs, Admission Terms of Use and/or any relevant promotion terms applicable from time to time.

For the avoidance of doubt, no guest may use your Membership Card in your absence.

CURZON reserves the right to ask for proof of status for concessionary tickets at any time while you are on any CURZON's premises

- d) **CURZON Cult**: against payment of the Membership Fee applicable to the CURZON Cult, you will have the right to be granted the following advantages (the "Cult Advantages"):

- i) one ticket to any screening of any film of your choice except for private hire occasion, festivals, film premieres, events not open to the general public, Opera screenings, Ballet screenings, Theatre Play screenings, Q&As, premium priced screenings or events or similar live or pre-recorded events unless otherwise indicated by CURZON (the "Cult Films") for you only;

- ii) a discount redeemable either against the purchase of one ticket for a guest for any Cult Films or against one Opera screenings, Ballet screenings, Theatre Play screenings or similar live or pre-recorded events of your choice and for yourself only; or
- iii) a 15% discount redeemable against the purchase of food and beverages available at the CURZON Cinemas except CURZON Mondrian;
- iv) a 15% discount redeemable against the purchase of DVDs at CURZON Cinemas except hmvcurzon Wimbledon;
- v) a 15% discount redeemable against any video-on-demand transactions on Curzon Home Cinema (registration to www.curzonhomecinema.com will be required);
- vi) online booking fees waved, and,
- vii) Curzon Magazine delivered to your door (posted out second class).

As outlined above, you may share your Cult Advantages with a guest whom is accompanying you subject to availability and provided always that your guest is equally subject to these T&Cs, Admission Terms of Use and/or any relevant promotion terms applicable from time to time. For the avoidance of doubt, no guest may use your Membership Card in your absence.

The Cult Advantages are redeemable subject to availability for a period of 12 months from the start of the Membership Agreement (i.e. upon acceptance by CURZON of your payment of the Membership Fee). Please ensure when redeeming your Cult Advantages, you are not making any bookings beyond the validity of your Membership or you may be charged at the normal standard rate.

- e) **CURZON Complete:** against payment of the Membership Fee applicable to the CURZON Complete (single or joint membership), you will have the right to be granted the following advantages (the “Complete Advantages”):
 - i) two tickets for any screening of films and/or events (Opera screenings, Ballet screenings, Theatre Play screenings, Q&As and/or other events as indicated to you by CURZON) available at the CURZON Cinemas except for private hire occasion, festivals, film premieres, events not open to the general public unless otherwise indicated by CURZON (the “Complete Screenings”) for you, Complete cardholder and a guest (or, if joint membership, two named cardholders). For the avoidance of doubt only two free tickets may be used at any one screening.
 - ii) a 15% discount redeemable against the purchase of food and beverages available at the CURZON Cinemas except CURZON Mondrian;
 - iii) a 15% discount redeemable against the purchase of DVDs at CURZON Cinemas except hmvcurzon Wimbledon;
 - iv) a 15% discount redeemable against any video-on-demand transactions on Curzon Home Cinema (registration to www.curzonhomecinema.com will be required);
 - v) upgrade to premier seats;
 - vi) online booking fees waved; and,
 - vii) Curzon Magazine delivered to your door (posted out second class).

As indicated above, you may share your Complete Advantages with a guest whom is accompanying you subject to availability and provided always that

your guest is equally subject to these T&Cs, Admission Terms of Use and/or any relevant promotion terms applicable from time to time. For the avoidance of doubt, no guest may use your Membership Card in your absence.

The Complete Advantages are redeemable subject to availability for a period of 12 months from the start of the Membership Agreement (i.e. upon acceptance by CURZON of your payment of the Membership Fee). Please ensure when redeeming your Complete Advantages, you are not making any bookings beyond the validity of your Membership or you may be charged at the normal standard rate.

- 7) Lost, stolen or damaged Membership Cards: You must keep your Membership Card secure and in your possession at all times. Any lost or stolen Membership Card should immediately be reported to CURZON at membership@curzon.com. Your lost or stolen Membership Card will be deactivated. If you subsequently find or retrieve such deactivated lost or stolen Membership Card, please destroy it immediately. You must treat your Membership Card with care, and not damage it, or misuse it. If your Membership Card is damaged or defective, please contact CURZON to request a replacement card. If in CURZON's reasonable opinion the damage to your Membership Card was caused by intentional recklessness, CURZON reserves the right not to provide a replacement Membership Card. Replacement cards will be posted to the address you registered when you initially became a member of one the CURZON's Membership Scheme unless otherwise indicated. Please allow up to 14 days for delivery. A reasonable replacement card fee may be charged to cover our costs, in accordance with our standard fee rate (no fee will apply to replacement of a defective Membership Card where CURZON is responsible for the defect).
- 8) Withdrawals: CURZON reserves the right to withdraw your Membership if in CURZON's reasonable opinion you:
- i) have used your Membership Card fraudulently, abusively or unlawfully;
 - ii) have caused material behavioural issues;
 - iii) have failed to comply with your obligation to keep your security information secure;
 - iv) have seriously breached these T&Cs;
 - v) have been banned on reasonable grounds from entering any CURZON Cinema.
- The withdrawal of your Membership Card for the above reasons means that you will not be able to use it thereafter and it will not give rise to any form of compensation or refund to you.
- 9) Intellectual Property Rights: All copyright, trade marks and all other intellectual property rights in and in relation to the CURZON's Membership Scheme and/or Membership Card shall at all times remain the property of CURZON or its underlying rights holders.
- 10) Data Protection and security: CURZON will process your personal data in order to open, administer and run your account and deal with any enquiry you may have about it. CURZON plays the role of the data controller. If you choose or are provided with, a user name, user identification code, password, security

question & answer, verification number or any other piece of security information as part of our security procedures, you must treat such information as confidential and not disclose it to anyone. If you become aware of any unauthorised use of your security information you must inform CURZON immediately.

11) Cancellation, termination, discontinuation:

- a) CURZON reserves the right to discontinue the Membership Scheme and to stop issuing Membership Cards;
- b) CURZON may alter the Classic Advantages, Cult Advantages or Complete Advantages from time to time by posting the notice on CURZON Websites.
- c) You may cancel any Membership Cards purchased within the first 14 days after issuance; CURZON will refund the Membership Fee paid to you or the person who paid the same. After such 14 days period, you may terminate your Membership Card and CURZON will make no refund unless your situation presents some exceptional circumstances that would justify refunding at CURZON's sole discretion. For any cancellation however caused, CURZON is entitled to charge you at the standard rate for any instances where you have benefited from any Classic, Cult or Complete Advantages by using your cancelled Membership or Card. If your usage equates the Membership Fee, no refund will occur. If your usage exceeds your Membership Fee, you will be charged at the standard rate.

12) Liability:

- a) Except where expressly provided, nothing in these T&Cs shall constitute a warranty or representation regarding any aspect of the CURZON's Channels or products and/or services provided by CURZON. Where a Membership Card is defective, CURZON's liability limited to the replacement of such defective Card. Where erroneous pricing information has been given to you, and the error is obvious and could reasonably have been recognised by you as erroneous, we will not be obliged to supply goods and services at the erroneous price. CURZON shall not be liable to you for any special, indirect or consequential losses incurred by you in any way. Neither shall CURZON be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under these T&Cs that are caused by events outside CURZON's reasonable control.
- b) CURZON's total liability for all claims shall not exceed the amount of the Membership Fee.
- c) Nothing shall be construed as to exclude or limit CURZON's liability for death or personal injury caused by CURZON's negligence, for fraud or fraudulent misrepresentation committed by CURZON or its agents, or for any other liability which may not be excluded or limited by law.

13) Assignment by CURZON: CURZON reserves the right to assign any and all of its rights or obligations under the Membership Agreement to any company part or affiliated to the CURZON's group.

14) Complaints: should you have any complaints in relation to your Membership and/or these T&Cs, please contact us at membership@curzon.com.

B – TICKET PURCHASE

By purchasing any goods or service online on CURZON Websites or on CURZON App, you accept to be subject to the laws, regulations and any other rules applicable to online transactions.

If you are a CEA card holder the individual accompanying you will be given one free ticket as this person is deemed to be present to enable you to visit the cinema, provide you with the assistance you require as a result of your disability, provided however that you purchase an applicable full price ticket for yourself for the same performance of the same Classic Film in the same auditorium.

C - PRIVACY POLICY:

- 1) By accessing, using or registering on CURZON Websites or on CURZON App or on CURZON Social Media or applying for, signing, using or registering to any of CURZON's Membership Scheme ("CURZON's Channels"), you accept this privacy policy and the Terms and Conditions (the "T&Cs"). CURZON may collect and use your personal information as described herein provided, however, that CURZON reserves the right to add or amend these T&Cs from time to time, at its discretion. Changes will take effect as soon as they are posted on CURZON Websites or CURZON Social Media. You agree to be bound by the updated version of the T&Cs as soon as you access, use or register on the CURZON's Channels.
- 2) If you make a purchase via CURZON's Channels, the personal information collected will be used to perform your order and/or inform you about it. If you register on CURZON's Channels or apply to join any of CURZON's Membership Scheme, the personal information collected will also be used to open, administer, run and improve your account and CURZON's Channels, including dealing with enquiries you may have. The registration process identifies the mandatory fields as they represent the minimum information needed; you may provide extra information at your election.
- 3) The personal information collected (including via cookies) may be used:
 - a) to carry out our obligations under the contract(s) between you and CURZON (e.g. contract for the purchase of ticket(s) or Membership Agreement); and/or,
 - b) to determine your use of CURZON's Channels; and/or,
 - c) to improve goods and services offered by CURZON; and/or,
 - d) to improve CURZON Websites and/or CURZON Social Media.
- 4) It may be that some of the personal information collected is sensitive (e.g. whether you have special needs or particular disabilities). CURZON endeavours to handle this information with due skills and care.
- 5) Please note that you must be over 18 years of age to register to any of the CURZON's Membership Scheme. If you are under 18, please ask a parent or guardian to register and remain liable on your behalf.
- 6) CURZON may resort to the use of cookies and web beacons to provide you with 'web' facilities as well as improve your user's journey through CURZON's

Channels (e.g avoiding having to re-enter information typed in a previous page or improve the display of CURZON Websites).

- 7) CURZON may also use a web analytics service called Google Analytics that uses cookies to analyse your use of CURZON's Channels. Google will store, use, evaluate the information to compile reports on the activity generated by CURZON's Channels. By accepting the use of cookies, you agree to such use of the information on your use of the CURZON's Channels by Google or any third party that Google authorises to process the information on its behalf. By refusing, such information will not be collected, however, you may not be able to fully use the functionalities of CURZON's Channels.
- 8) Your personal information or collected data may be transferred and stored outside the European Economic Area (e.g. Google Analytics is based in the United States of America).
- 9) CURZON Social Media pages are subject to such social media's terms of use and own privacy policy; it is recommended that you read these carefully. CURZON has no control over such social media's terms of use and own privacy policy and is not responsible for them.
- 10) CURZON reserves the right to insert third party links into CURZON Websites or CURZON Social Media either for informational or advertisement purposes. Such insertions are no endorsement of the content of the third party link(s). CURZON does not make any representations on behalf of the third party's whose link(s) is inserted onto CURZON Websites or CURZON Social Media. CURZON is not responsible for the privacy policy applicable to such third party's link(s) and websites.
- 11) CURZON may also collect data about your device and websites you visited if you connect to the CURZON's Wi-Fi.
- 12) Once you have registered to any of CURZON's Channels, you can receive informative emails about CURZON's film titles, offers, news or activities are sent to you by CURZON only. Each of these emails will allow you to unsubscribe from receiving future informative emails. Please note if you informed us you did not want to be contacted by email by CURZON but then opt in to receive such emails, CURZON will assume that you had a change of mind and act on the basis of the latest indication as confirmation that you do want to receive such emails.
- 13) CURZON will not share personal information with third parties except to the individuals or entities listed below on the understanding that they are bound by an obligation of confidentiality or have put in place adequate measures to protect your personal information and will not pass it onto any other party without consent or valid grounds:
 - a) To CURZON's employees, parent, subsidiary or other affiliated companies, professional advisors or prospective buyer or financier and similar professionals;
 - b) To individuals or companies performing obligations (e.g Box Office systems, administration of CURZON's website);
 - c) To individuals, companies or professional advisers performing analysis, report, project to improve goods and services offered by CURZON; and/or, to improve the CURZON's Channels;
 - d) To the extent necessary when CURZON operates cinema under a cinema management agreement (e.g CURZON Mondrian); or
 - e) to the extent necessary to comply with the law or a valid court order of a court with competent jurisdiction or comply with legal obligations;

- 14) Anonymous information may be shared with third parties (business partners, sponsors etc) for analysis, ensuring that your identity is not revealed.
- 15) Although CURZON follow strict security procedures, CURZON does not guarantee that the transmission of personal information via the Internet is secure and such transmission is at your own risk. Once transmitted, your personal information will be store on secure servers and payment encrypted. CURZON will maintain and keep your personal information up to date. You should treat any user name, Membership ID, Membership Card, password, security question and their answers that you have entered on or been provided with through the CURZON's Channels as confidential and secure; do not disclose any of them to any third party. If you are aware of an unauthorised use of your information, please inform us immediately. Your registration and/or account can be disabled by CURZON at any time should a security concern arises in connection with the same.
- 16) If you want to change your personal information, please do so either by updating your account online or informing us. You may request a copy of your personal information; a fee may be charged in accordance with our standard fee rate.