

Effective from May 2017

This document (together with the documents referred to on it) tells you the terms and conditions on which we supply memberships and you become a member of the Popcorn Pass Members Club (Members Club). Further details regarding Popcorn Pass and the Members Club can be found on our website [www.popcornpass.co.uk](http://www.popcornpass.co.uk) (our site). Please read these terms and conditions carefully and make sure that you understand them, before registering for membership from our site or Popcorn Pass app (our App) and becoming a member of our Members Club. You should understand that by registering for membership you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

Please make a special note of condition 4 of these terms and conditions:

Please note that a Popcorn Pass membership is a monthly ongoing subscription service and will automatically renew on the same date each month from the day you register. You can cancel your membership at any time in accordance with the relevant terms and conditions but otherwise, your membership will continue to renew towards the end of each subsequent month until it is cancelled in accordance with these conditions. Automatic renewal applies to all members where you have provided us with payment details.

## 1. Information about Popcorn Pass

Our site is operated by Popcorn Pass (we or us), a trading name of Kids Pass Limited who are registered in England and Wales with company number 08924065 and with our registered office at Windsor House, Windsor Way, Knutsford, WA16 6JB. This is also our main trading address. Our VAT number is 201106976.

## 2. Your Status

2.1 By placing an order for membership through our site or App, you warrant that:

2.1.1 you are legally capable of entering into binding contracts and you are at least 18 years old;

2.1.2 you will be financially responsible for all of your use of and through our site as well as for use of your account by others including but without limitation minors (under 18 years old) living with you, who you will supervise in their use of our site under your name or account;

2.1.3 all information supplied by you or members of your household in using this website is true and accurate; and

2.1.4 you shall be completely responsible for all charges arising out of the use of our site including without limitation the costs of products or services provided by suppliers with whom you contract via our site.

2.2 We process information about you in accordance with our privacy policy. By using our site, you consent to such processing and you warrant that all data provided by you is accurate

2.3 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you.

2.4 Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

### 3. Your contract with us

3.1 After placing an order for membership (either through our site or via our App) accompanied with the correct payment by debit or credit card and upon our accepting your application to join Popcorn Pass we will send you're an email to confirm your order.

3.2 A verification email will be sent to you to complete the registration followed by a welcome email confirming your membership. A username and a link to your password will be emailed to you to enable access to the members' area on our site and on our App.

3.3 Title of your Popcorn Pass only passes to you on receipt by us of payment in cleared funds from you. If payment of cleared funds is not received by us (credit/debit card payments are charged back or accounts remain unpaid at the due date) your contract will be voided and any Popcorn Pass provided to you will be disabled by us.

### 4. Types of Membership

You can apply to become a member of our Members Club as set out below. Please note that a Popcorn Pass membership is an ongoing subscription service and will automatically renew at the end of each month on the date same fee as the initial membership cost. You can cancel your membership at any time in accordance with the relevant terms and conditions but otherwise, your membership will continue to renew towards the end of each subsequent term until it is cancelled in accordance with these conditions Automatic renewal applies to all members where you have provided us with payment details.

#### (2) Monthly membership:

(a) Your membership will commence when your application is made (either through our site or via our App).Your subscription begins when we confirm your initial payment.

(b) Your first payment will consist of one month's membership fee, followed by a monthly payment of the same amount made on the same day/date each month thereafter. Monthly payments will begin one month after your initial payment and will remain valid for the following 12 months.

(c) We will charge you a monthly fee (stated to you at the time of purchase) at the start of every month until you cancel your membership. Once the monthly fee has been charged it is final and no refund is available.

(d) Your membership will automatically renew on the same date each month. Each time a payment is received from you the expiry date on your card will increase by one calendar month. At the end of the first 12 month period and unless you cancel your membership, your membership will automatically renew for a further 12 months.

(e) At the end of each 12 month period your membership fee will be reviewed and may be subject to change. In the event that we propose to increase your monthly membership fee we will email you with confirmation of the new proposed fee within 30 days of such increased fee being applied to your account.

(f) You can check the date of your monthly payments by checking your membership card for the date it expires.

(g) You can cancel your membership at any time by:

3. Logging in to the Members area of our site.

Please note that:

1. no refund of your membership fee will be made by us if you cancel your membership after the cooling off period has expired; and

2. from the date of cancellation we will disable your log in details so you will be unable to access any member offers and promotions appearing on our sit or our App

5. Conditions of Use

5.1 you must not share your Members Club username or password with any other person;

5.2 you must have a mobile device which allows you to download the Popcorn Pass app to benefit from our digital membership;

**5.3 you must not reproduce in any form your plastic or digital Popcorn Pass membership card;**

5.4 as "Popcorn Pass" is a trade mark registered in the UK and operated under an exclusive licence by Popcorn Pass Limited (our trade mark) you must not reproduce or otherwise use any part of our trade mark or anything deceptively similar to it, or authorise assist or enable others to do so without our prior written consent;

5.5 you must not use our trade mark in combination with any other third party trademarks, names, logos, illustrations, photographs, video or audio sequences or graphics without our prior written consent;

5.6 you must not use or share any redemption codes, vouchers or details of the savings we have obtained from those food and leisure organisations whom participate with us (our Partners) via social media, on printed material, or in any other media whatsoever;

5.7 you must submit your designs for any printed materials you want to produce (in whatever format) using your Popcorn Pass digital or plastic membership card and/or our trade mark to us for our prior written approval;

5.8 you must not make use of any design you submit to us or any advertising, marketing or promotional materials incorporating such design unless we have given prior written approval for each and every use; and

5.9 you must not supply your digital or plastic Popcorn Pass membership card to any person in connection with either the purchase of any goods or the payment for or hiring of goods under a hire purchase agreement whether with any of our Partners or otherwise.

Please note that:

1. Failure to comply with any of the above conditions will entitle us to either (i) cancel your membership with immediate effect by written notice to you, or (ii) suspend your membership and the use of your Popcorn Pass membership card until you have remedied your breach of the conditions to our satisfaction. Failure by you to remedy the breach within 14 days of our notifying you of the same and requesting you to remedy it will result in the immediate cancellation of your membership; and

## 6. Our Partners and use of your membership

6.1 Our current Partners and their redemption locations are shown on our site.

6.2. As a member you are granted access to offers in the 'Members Area' of our site where you can search for available offers and discounts. The discounts provided will vary and you should check the details of each cinema for details of how to redeem the specific offer before going. Some cinemas will require you to make a booking in advance or ask for a printed voucher on entry.

6.3. Popcorn Pass memberships can only be used by the named member and the members of the household and is strictly non-transferable.

6.5. On occasion we will remove or amend offers or promotions provided by our Partners. We will endeavour to replace them although we shall have no liability for any such withdrawals or changes to the availability of an offer.

6.6. Members will have the benefit of all additional attractions or third party offers which are added to the Member's Area of our site.

6.7. Any printed material that you may receive from us provides information about offers available from our Partners that were correct at the time of printing and are subject to change.

6.8. Your Popcorn Pass membership cannot be refunded or exchanged for cash or other denominated vouchers or discount cards, nor can it be used in conjunction with any special promotions, discount tokens, coupons or cards.

6.10. We are not liable for any attraction, or any of our Partners that refuse to honour the advertised discount or promotion.

6.11. Any queries regarding the redemption of your Popcorn Pass membership card with any of our Partners should be directed to our membership team on telephone number 0161 969 5269 between 9am and 5pm, Monday to Friday.

## 7. Our Liability

7.1 Subject to clause 7.3, if we fail to comply with these terms and conditions we shall only be liable for the membership fee and no further costs.

7.2 Subject to clause 7.3, we will not be liable for losses that result from our failure to comply with these terms and conditions that fall into the following categories:

7.2.1 loss of income or revenue;

7.2.2 loss of business;

7.2.3 loss of profits; or

7.2.4 loss of anticipated savings.

7.3 Nothing in these terms and conditions excludes or limits our liability for:

7.3.1 death or personal injury caused by our negligence;

7.3.2 fraud or fraudulent misrepresentation;

7.3.3 any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

7.3.4 any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

7.4 We do not make or give any promises, warranties, guarantees or representations concerning the goods or services provided by our Partners, nor do we accept any losses or liability arising out of, or in connection with, such goods or services. We will not become involved in any dispute between you and any of our Partners.

7.5 We will not be liable if for any reason our site is unavailable at any time or for any period.

Please note: these terms and conditions and foregoing liability disclaimer, do not affect mandatory legal rights that cannot be excluded under applicable law.

## 8. Written Communication

Applicable laws may require that some of the information or communications we may send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

## 9. Notices

All notices given by you to us must be addressed to our Operations Director at Popcorn Pass Limited, Windsor House, Windsor Way, Knutsford, WA16 6JB. We may give notice to you at either the e-mail or postal address you provide to us when registering, or in any of the ways specified in condition 8 above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

## 10. General provisions

10.1 No failure or delay by us to exercise any right or remedy provided under these terms and conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.

10.2 These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of these terms and conditions. We each acknowledge that, in entering into these terms and conditions, neither of us relies on, or will have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or the documents referred to in them. Nothing in this clause limits or excludes any liability for fraud.

10.3 We have the right to revise and amend these terms and conditions (and any document expressly referred to in them) from time to time and you will be subject to the terms and conditions (and any document expressly referred to in them) in force at the time that you order a membership card from our site and become a member of our Members Club, unless any change to these terms and conditions (and any document expressly referred to in them) is required to be made by law or governmental authority (which if appropriate will be deemed to apply retrospectively).

10.4 If any of these terms and conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term or condition will to that extent be severed from the remaining terms and conditions which will continue to be valid to the fullest extent permitted by law

10.5 A person who is not party to these terms and conditions shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

10.6 We shall be under no liability to you in respect of anything which, apart from this provision, may constitute a breach of these terms and conditions arising by reason of circumstances beyond our control which shall include (but shall not be limited to) acts of God, war, riot, civil commotion, malicious damage, fire, flood, storm, drought, explosion, sabotage, accident, embargo, compliance with any law or governmental order, rule, regulation or direction, shortage of supplies, equipment, materials, breakdown or labour disputes of whatever nature and for whatever cause arising.

## 11. Law and jurisdictions

These terms and conditions shall be governed by and construed in accordance with English law. Any dispute arising from, or relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.