



## GENERAL TERMS AND CONDITIONS OF USE OF THE [WWW.PATHE.COM](http://WWW.PATHE.COM) WEBSITE

Effective on 15<sup>th</sup> December 2020

We invite you to carefully read these general terms and conditions of use (hereinafter the “Terms of Use”) which govern access to, browsing and use of the [www.pathe.com](http://www.pathe.com) website (hereinafter the “Site”) and its content by any person who visits the Site (hereinafter the “User(s)”). Access to, browsing and use of the Site and its content constitute unconditional acceptance of the Terms of Use.

### 1. Legal notices

**Publisher:** the Site is produced and published by Pathé SAS, a French *société par actions simplifiée* (simplified limited company) with share capital of €20,587.515.25, registered in the Paris Trade and Companies Register under number 307 582 866, which has its registered office at 2 rue Lamennais, 75008 Paris, France (hereinafter “Pathé” or “Us”).

**Telephone:** (+33) 1 71 72 30 00

**Publishing Director:** Jérôme Seydoux

**Site hosted by:** Linkbynet

**Contact:** if you have any questions, require any information or have any complaints about the Terms of Use, the User is invited to use the contact form available on the Site in the “Contact Us” section, to call Us at the above telephone number of Pathé’s head office in Paris from Monday to Friday between 8 a.m. and 8 p.m. (GMT+1), or to contact Us by post at 2 rue Lamennais, 75008 Paris.

### 2. Access to the Site

Users may access the Site freely and without charge, without registering or creating an account beforehand. However, any costs incurred to access and use the telecommunications network are your responsibility.

Users may send requests or messages to Pathé, and attach photos, a CV or a script (in JPEG, PDF and PNG formats up to 4 MB), using the contact form available by clicking the “Contact Us” tab on the Site. You must select the country to contact in which Pathé operates. If your question concerns your cinema, ticket or e-ticket, or the details of the screening you have booked, you will be redirected to the customer service department of the relevant country. Otherwise, if your question concerns another department, please select the appropriate category from the drop-down menu. You will then be asked to enter your first name, last name and email address so that Pathé can reply.

### 3. Changes to the Terms of Use

Pathé reserves the right to amend these Terms of Use at any time. Use of the Site is subject to the Terms of Use in effect at the time of your visit and your use of the services it offers. Pathé advises Users to regularly consult the Terms of Use in order to be informed of any changes or deletions that may apply to them.

In the event any provision of these Terms of Use is invalidated due to a change in the statutes or regulations or by a court decision, the validity of, and the obligation to comply with, the other provisions of the Terms of Use will in no way be impacted thereby.

## **4. Content of the Site**

The [www.pathe.com](http://www.pathe.com) website offers information and content in connection with Pathé's activities.

### **4.1. Information**

On its Site, Pathé offers Users information on various topics:

- A Pathé section that provides information about the management team, the history of Pathé and key figures.
- A "Films" section that redirects Users to the [www.pathefilms.com](http://www.pathefilms.com) or [www.pathe.co.uk](http://www.pathe.co.uk) sites to view excerpts from films produced, co-produced or distributed by Pathé or that are included in the Pathé catalogue.
- A "Cinemas" section that provides information on Pathé and Gaumont cinemas around the world and the technologies and services offered in our cinemas, and that includes a link to the customer site of the country in which Users wish to purchase their ticket (e.g. to purchase a ticket in France, the Site will provide a link to "www.cinemaspathegaumont.com").
- A "Pathé Live" section that provides information on the Pathé Live offer and video excerpts. Users are then redirected to the site "www.pathelive.com" site for more information and to purchase tickets at our cinemas and partner networks.
- A "Foundation" section that provides information about the Jérôme Seydoux-Pathé Foundation, including video excerpts, visual content and downloadable documents. Users are then redirected to the site "www.fondation-jeromeseydoux-pathe.com" for more information, in particular on the screenings at the Foundation (Paris 13th *arrondissement*).
- A "Newsroom" section that provides information and downloadable press releases and press kits on Pathé current events and activities.
- A "Join Us" section that presents Pathé and enables Users to apply for employment via the "LinkedIn" social network, which varies depending on the country that is hiring.

### **4.2. Downloadable Content**

On this Site, we may make available content that you are authorised to download, such as Pathé's annual report brochure and CSR brochure, and press releases and press kits about Pathé's activities (hereinafter the "Downloadable Content"). We grant you a non-exclusive and non-transferable right to use the Downloadable Content solely for your personal needs and/or in a strictly professional context, for the purposes of journalistic communications, free of charge and for the legal term of protection afforded to intellectual property rights by French and foreign statutes and international conventions. Reproducing, presenting, modifying or distributing the Downloadable Content is prohibited. By downloading or using this Downloadable Content, you agree to use it in accordance with the Terms of Use.

### **4.3 User Content**

Users may send Pathé information, texts, questions, creative suggestions, messages, comments, feedback, ideas, notes, articles, stories and attachments in PDF, PNG or JPEG formats (such as CVs, scripts, business brochures, photos, drawings, graphics, etc.) via the contact form available by clicking the "Contact Us" tab, or by post to the address indicated in the legal notices section above (hereinafter "User Content").

Users warrant that they hold the rights to the User Content or have otherwise obtained the necessary authorisations and rights from the various holders of rights to any User Content submitted to Pathé, including all intellectual property rights, copyright, industrial property rights, personality rights (especially image rights) and, in particular, the rights entitling them to communicate, post online, download, input or transmit said Content.

Users agree to grant Pathé, its employees, partners and assigns, free of charge, an irrevocable, non-exclusive, worldwide license for the entire duration of the copyright, as defined by French and foreign statutes and international conventions (including any subsequent law that supplements or

amends them), to reproduce, present, use, copy, modify, adapt, publish, translate, create derivative or composite works and distribute the User Content, in whole or in part, in any form and on any medium, using any current or future process.

## **5. Changes to the Site**

Pathé reserves the right to modify, correct or delete content, or temporarily shut down the Site, in particular for maintenance purposes, at any time and without prior notice.

Pathé also reserves the right to remove and/or delete any data, files and content on the Site that may violate any applicable statute or regulation.

## **6. Personal data**

Pathé may collect certain personal data from Users when they use the contact form or browse on the Site. Information about the processing of this data is provided in the [“Personal Data Protection Charter”](#), which can be accessed on the Site.

In accordance with the provisions of European Regulation 2016/679 of 27 April 2016, you have a right to access, correct and object to the use of your data, a right to data portability and to have your data deleted, as well as a right to limit the processing of your data, which you may exercise by sending a written request, by post, to Service Communication Pathé, 2 rue Lamennais, 75008 Paris, or by using the [contact form](#) that can be accessed on the Site.

If you have a claim, you may contact the French Data Protection Authority (CNIL), which is the competent personal data protection authority:

- by post at 3 place de Fontenoy, 75007 Paris;
- by telephone at 01 53 73 22 22; or
- you may file a complaint with the CNIL via the <https://www.cnil.fr/fr/plaintes> website.

## **7. Cookies**

Cookies are small text files that are installed and read on Users’ terminals and that enable several essential functions to be performed. In general, a cookie stores information about Users’ hardware or browsing activity on the Site.

Cookies have the following purposes:

- Operation of the Site and services and ensuring the security of the data of Users and partners in connection with the performance of services. In this regard, cookies are used to manage the Site’s main functionalities, such as playing videos from Vimeo, ensure consistency throughout Users’ browsing activity, manage popup windows, provide access to the various services required by the Site and for browsing activity, and to ensure the Site’s security. The duration of these cookies is limited to the User’s browsing session.
- Statistical and audience measurement purposes justified by its legitimate interests. These cookies are used on legitimate interest grounds to produce statistics on traffic to the Site, in particular to measure the number of Users and their origin or the pages they visit.

These cookies are stored for a maximum period of 13 (thirteen) months from the time they are installed on your browser or terminal. At the end of this period, fresh consent will be required. You can delete these cookies manually at any time.

Users may object to the installation of cookies by configuring their web browser or terminal accordingly (information available in the [“Personal Data Protection Charter”](#)) or by clicking on the “Configure Cookies” tab on the Site. These settings may disrupt Users’ browsing on the Site and the use of certain services.

## **8. Intellectual Property**

## **8.1. Site**

Pathé owns the [www.pathe.com](http://www.pathe.com) domain name.

Pathé grants Users a right to access the Site that is limited to their own use. By accessing the Site and each of its component parts (images, illustrations, videos, audio, texts, graphic elements, charter, etc.), including software, databases and the graphic charter (hereinafter the “Content”), Users expressly acknowledge that the Site and its Content are the sole property of Pathé and are protected by the French Intellectual Property Code and applicable international treaties and agreements protecting intellectual property rights.

Pathé and/or its partners are the sole holders of all rights, title and interests in the Site and its Content, or warrant that they have been authorised by the authors or rights-holders to reproduce their Content on the Site, including all intellectual property rights, in particular image rights, and all rights relating to copyright, design, trademarks, brand names, trade names, company names, domain names, technology, know-how, processes, formulas, source codes and executable codes, data and similar rights, including information in relation to any application, registration or renewal thereof, that may be protected by the intellectual property laws, regulations or rules of any country.

The reproduction, presentation, adaptation, exploitation, distribution, modification, transmission, broadcast, commercial use, translation, arrangement, transformation or any derivative or composite creation of all or any part of the works, Content and any element or information on the Site are totally prohibited, on any medium, using any current or future process, without Pathé’s prior written consent. Such actions may constitute infringement punishable under civil and criminal law for which the perpetrator may be liable.

Only downloading Downloadable Content available on the Site is authorised, solely for information purposes, for personal use and/or in a strictly professional context, for journalistic communications (e.g. annual report brochure, press releases and press kits, CSR report).

## **8.2 Trademarks**

All trademarks or logos that appear on the Site are subject to the intellectual property rights that may be held by Pathé, any company in its group or any third party affiliated with it. Any presentation, reproduction, partial or total use, or any other use, in any manner, of these trademarks and logos is prohibited without Pathé’s prior written consent and constitutes infringement that may lead to civil and criminal proceedings against the perpetrator.

## **8.3 Hyperlinks**

Hyperlinks provided on the Site enable Users to access websites published by third parties, partners or social networks whose content is not under Pathé’s control. Therefore, because the hyperlinks are provided on the Site solely to facilitate Users’ browsing on the internet, visiting such sites is at User’s sole discretion and under their own responsibility.

Pathé shall not be liable for access to such external sites and sources, their content, advertising, products, services or any other information or data available on or from such external sites or sources to which the hyperlinks on the Site direct.

In principle, use of the Site is reserved for strictly personal use. Creating any links to the Pathé Site, framing the Site and, more broadly, any use of any component element of the Site, requires Pathé’s prior written authorisation. Such authorisation may be revoked at any time at Pathé’s sole discretion.

## **9. Good Conduct Charter**

Each User has a duty to use the internet responsibly, respectfully and courteously vis-à-vis Pathé and, in particular, Users shall not:

- Send by post or forward using the contact form, or to any person identified on the Site, information, videos, documents or any content that is illegal, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic or contrary to morality, false or misleading, infringes any person's privacy, including their image rights, or that is hateful, derogatory or offensive from a racial, ethnic or other point of view;
- Modify or alter all or any part of the Site and its Content or Downloadable Content;
- Use the Site in an illegal manner, for any illegal purpose or in any manner inconsistent with the Terms of Use and, in particular, forward unsolicited or unauthorised advertising or promotional material via the contact form or by any other means, or introduce any element containing software viruses or other malicious computer code, files or programs;
- Use all or any part of the Site, including its Content or Downloadable Content, for commercial purposes without Pathé's prior written approval, including for the purposes of (i) selling access to the Site, (ii) selling advertising, promotions and sponsorships using the Content or any part of the Site, or (iii) any other act not previously authorised in writing by Pathé;
- Sell, copy, reproduce, rent, loan, distribute, transfer or grant all or any part of the content displayed on the Site, or allow any third party to use the Site to decompile, reverse engineer, disassemble, modify, display in readable form or attempt to discover the source code or any software activating or comprising all or part of the Site;
- Attempt to and/or circumvent, disable or disrupt, by any means, any function of the Site (i) in relation to the security of the Site and its Content or (ii) preventing or restricting the use of the Content and/or the downloading of Downloadable Content available on the Site;
- Attempt to obtain unauthorised access to the Site's information/IT system or engage in any activity that disrupts, diminishes the quality, interferes with the performance or deteriorates the functionality of the Site, or negatively impacts Users' access to and peaceable use of the Site;
- Collect any personal data accessible on the Site without the consent of the data subjects and for any purpose that is not expressly authorised, or forward to Pathé, via the contact form, any information that enables directly or indirectly precisely identifying by name any natural person without their prior written consent, such as their first name, last name, postal address, email address, telephone number, etc;
- Access Pathé's confidential data and private servers;
- Attempt to probe, scan or test the vulnerability of any system or network, or breach security measures, without authorisation;
- Hinder or disrupt the Site, servers or networks connected to the Site, or violate any requirements, procedures, policies or regulations governing networks connected to the Site, or modify, adapt or hack into the Site, or modify any third-party site in such a way as to falsely imply that such third-party site is associated with the Site;
- Denigrate the Site or Pathé on social networks or any other means of communication;
- Usurp the identity of any person or entity, including, but not limited to, any director, officer, employee, shareholder, agent or representative of Pathé, or falsely represent that they have capital, legal or financial ties with Pathé or with any other individual or legal entity working on behalf of or representing Pathé;
- Contact for business purposes, follow or harass in any manner any Pathé director, officer, employee, shareholder, agent or representative;
- Commit any illegal act of any type.

Pathé reserves the right to deny access to the Site to any person who does not comply with the rules of the above Good Conduct Charter, to enjoin any illegal conduct and/or to take any appropriate action to enforce compliance with the above rules.

## **10. Exclusion of warranties**

To the extent permitted by applicable law, the services, offers, content and materials presented on the Site are provided "as is" and without any warranty.

Pathé and our respective licensors, licensees, service providers or suppliers do not warrant that the Site or the functionalities of the Site:

- (i) will meet your requirements;
- (ii) will operate without interruption;
- (iii) will be error-free;
- (iv) that defects will be corrected;
- (v) that the Site or its servers will be free of viruses or other harmful elements.

However, we make every effort to ensure the security of the Site and to implement adequate security measures.

Notwithstanding our obligation above regarding security measures, any services, offers, content and documents that may be downloaded or otherwise obtained by using this Site are downloaded or obtained at your own risk and you will be solely responsible for any damage that may be caused to your computer system or any loss of data that may result from downloading such services, offers, content or documents.

Neither Pathé nor our respective licensors, licensees, service providers or suppliers make any warranties or representations regarding the use or the results of the use of the services, offers, content and materials presented on the Site in terms of their accuracy, suitability, reliability or otherwise.

Furthermore, please note that, unless otherwise stated in writing in the Terms of Use, any advice or information provided to you by our staff or our Site does not constitute a warranty.

## **11. Liability**

Pathé endeavours to ensure to the best of its ability that the information and content published on the Site is accurate and up to date, and it reserves the right to correct it at any time without prior notice. Pathé will make every effort to ensure the secure operation of the Site at all times.

Pathé shall in no event be liable for indirect damages sustained by Users, as defined by the case law of the French courts, and due to:

- (a) the use or inability to use the Site;
- (b) the use of any content available on the Site or any website accessible via the Site;
- (c) unauthorised access to or unauthorised modification of your data by a third party;
- (d) the actions of third parties on the Site.

Consequently, Pathé declines all liability for any unforeseen circumstances, inaccuracies or omissions in relation to the information or content available on the Site and for any damage due to any fraudulent intrusion by any third party, including, but not limited, to computer viruses or any malicious act that results in the modification or alteration of the information or content displayed on the Site or that harms any User of the Site and, more broadly, for any damage, regardless of its causes, origins, nature or consequences, generated by the access of any party to the Site or the impossibility of accessing the Site.

Pathé is in no event responsible for the availability or content of third-party sites or social networks. Pathé shall not be liable for any direct or indirect loss or damage that may be caused to Users in connection with their access to and use of the content of third-party sites or social networks. Any questions regarding a third-party site or social networks should be addressed to the administrator of the relevant third-party site or social network.

## **12. Governing law and jurisdiction**

The Site's Terms of Use are governed by French law. The courts under the supervisory authority of the Paris Court of Appeal shall have exclusive jurisdiction over disputes of any kind, or any dispute concerning the interpretation or performance of the Terms of Use, notwithstanding multiple defendants, incidental claims, summary proceedings (*référé*) or the joinder of third parties, unless Pathé opts to refer the matter to any other competent court.

### **13. Credits**

The Site was developed by Sweet Punk, a company with share capital of €12,000, having its registered office at 91 rue Saint Lazare, 75009 Paris, and registered with the Paris Trade and Companies Register under number 539 922 708. The company can be reached at the following email address: [contact@sweetpunk.com](mailto:contact@sweetpunk.com) or at the following telephone number: +33 (0) 1 85 08 55 59.