

## TERMS AND CONDITIONS OF SALE

All services offered pursuant to these terms and conditions (hereinafter referred to as the "Services") are organised by Euro Disney Associés S.C.A. (hereinafter referred to as "Euro Disney"), registered with the Meaux Trade and Company Register number 397 471 822 and in the Travel and Holiday Operator Register number IM077100029, financial guarantee provided by APST – Association Professionnelle de Solidarité du Tourisme, 15 avenue Carnot, 75017 Paris, France, professional civil liability insurance provided by AXA Corporate Solutions Assurance, 4 rue Jules Lefebvre, 75009 Paris, France. These Terms & Conditions of Sale (hereinafter referred to as "Terms & Conditions of Sale") set out the terms and conditions according to which Euro Disney shall supply the Services ordered by group organisers (hereinafter referred to as the "Client"), which undertakes to use or distribute the Services strictly in compliance with the terms and conditions set out herein, in particular in article 1.1.

### Important notice:

**Due to new package travel regulation as of 1st July 2018, our sales conditions of holiday packages starting on or after that date may require adjustment to new applicable rules between the date of booking and the date of arrival. As future applicable rules have not been established on the date of publication of these Terms & Conditions of Sale, Euro Disney reserves the right to issue an amendment to its Terms & Conditions of Sale to concerned clients, it being understood that such amendment shall have for sole object to reflect new applicable legislation.**

### I. GENERAL TERMS AND CONDITIONS

#### I.1 - Scope

The Services consist, on the one hand, in groups services (hereinafter the "Groups Services") consisting of visits for groups composed of no fewer than 20 persons or consisting of holidays (including accommodation) for a minimum of 12 persons or 6 hotel rooms (hereinafter referred to as the "Group") and, on the other hand, in services for individuals, in particular in non-dated services (hereinafter the "Services for Individuals"), that are subject to minimum quantities per order or reservation. The Client shall comply with all the conditions of use of the Services booked or ordered. In particular, for Groups Services, the Client shall guarantee that the Group's participants present themselves together when arriving at Disneyland Paris to benefit from the Groups Services booked. In the absence of a Group composed of the minimum numbers of participants set forth hereinabove, the Services shall be considered as provided to individuals and their price shall be reviewed accordingly.

#### I.2 - General information

Pursuant to the provisions of article L.211-9 of the French Tourism Code, it is hereby expressly specified that the information supplied on our various marketing media, specifically including the Disneyland® Paris Groups brochure (hereinafter referred to as the "Brochure") may be subject to changes which the Client shall be made aware of prior to conclusion of the contract, it being specified that certain shows, attractions, events, stores, restaurants and ancillary facilities are open only at certain times of the year and/or may be closed, altered, delayed or made unavailable without notice. Furthermore, Euro Disney has described its hotels as fully as possible in the Brochure. Notwithstanding the above, due to regular maintenance works, some featured installations and services may be temporarily closed, made unavailable or otherwise altered subsequent to publication of the Brochure. Euro Disney's promotions are designed to best meet local demand linked to specificities in school calendar, booking patterns, length of stay, etc. They are communicated on their targeted market(s). Nevertheless, the Client can find and book promotions designed for any market, regardless of his/her country of residence, by calling the Euro Disney Group Booking Office.

#### I.3 - Rates – Changes to prices

Terms and conditions for rates applicable to each type of Service are set forth in section II. Child prices apply to children that are over 3 up to and including 11 years of age. Rates for Services

provided by Euro Disney have been established on the basis of prevailing economic conditions at the date on which these rates were established in euros on December 9, 2016. Euro Disney reserves the right to alter rates at any time up to the date of the booking, subject to the Client being informed of the total price of the Service no later than the time at which the Client makes its booking. Prices may be revised even after booking, in line with changes to and/or new fees and/or taxes relating to the Services offered, exchange rate changes or, where applicable, increases in transport costs (including increases due to a rise in fuel prices). Euro Disney reserves the right to adjust the total cost of bookings in line with the percentage change in the item in question. The Client shall be informed of any price increase in writing and may either cancel or accept the adjustment made pursuant to the terms and conditions specified in article R. 211-9 of the Tourism Code set forth below. Notwithstanding the above, no changes may be made to rates within the 30 (thirty) days preceding the arrival date. Unless expressly provided for otherwise, all prices applicable between Euro Disney and the Client are expressed and payable in "Euro", meaning the currency that has been adopted by Member states of the European Union as their lawful currency in accordance with legislation of the European Union relating to Economic and Monetary Union.

#### I.4 - Bookings and Orders

Unless expressly provided for otherwise, Services may be booked or ordered by telephone, e-mail or fax from the Euro Disney Group Booking Office using the details specified in the Brochure or by post to Euro Disney Associés S.C.A., Département Réservations Groupes, BP 100, F-77777 Marne-la-Vallée Cedex 04, France, subject to availability on the selected dates and to the booking being made with sufficient prior notice with regard to the date on which the Services are to be provided. The Client shall enquire with Euro Disney to know what prior notice is considered sufficient depending on the nature of the Services and special requests from the Client. To confirm bookings or orders, the Client shall abide by the obligations set forth in section II as required for the date of the booking or order and/or the type of Services, it being specified that bookings and orders shall be in al only after Euro Disney has banked the complete payment due.

#### I.5 - Supplements

Except where expressly agreed otherwise, Euro Disney shall not take into account any requests for supplements, subject to availability, any later than 3 days prior to the arrival date. Any requests for supplements shall be made by the Client, confirmed by Euro Disney and paid for by the Client pursuant to the provisions of article I.7. Except where expressly agreed otherwise, any request for supplements made less than 3 days prior to arrival date shall be carried out on site, be subject to availability, and be paid for immediately on site on the basis of the individual public rates. In such a case, the provisions relating to cash payments set forth in article I.7.1 shall apply.

#### I.6 - Special requests

Details of any special requests (e.g. special dietary needs) shall be notified at the time of booking. Euro Disney shall make its best efforts to take such requests into consideration but in no way guarantees that they shall be met unless this is confirmed in writing. In some cases, special requests may involve additional costs; the Client shall be made aware of these where applicable. If one or more of the participants to the stay or visit has restricted mobility, disabilities or requires special care, the Client shall make Euro Disney aware of this prior to booking in order to establish together the extent to which Euro Disney may be able to cater for any such needs.

#### I.7 - Terms and conditions of payment – Refunds

**I.7.1** Terms and conditions of payment Payments shall be made out in Euro to Euro Disney Associés S.C.A. in accordance with the payment schedules respectively set out in article II.1.2 (Holiday Packages) and article II.2.2 (Separate Services), using the means of payment indicated hereafter. Payments by administrative payment order and by cheque are accepted until 30 days prior to use of the Services. Payments by bank transfer are accepted

until 15 days prior to use of the Services. Payments by bank card (Visa, Eurocard/Mastercard, American Express and JCB only, except where specified otherwise at time of payment) are accepted for all bookings made pursuant to these terms & Conditions up to the booking or payment deadline. Payment slips sent to the Client must be enclosed with any payment by cheque. Payments shall be sent to Euro Disney Associés S.C.A., Paiements Groupes, BP 132, F-77777 Marne-la-Vallée Cedex 04, France, to be received by Euro Disney no later than the deadline set forth in section II as appropriate for the booking date, the means of payment and type of Services. Cash payments are not accepted to the exclusion of payments made on site, it being specified that cash payments shall not exceed the ceilings set by French regulations to combat money laundering (€1,000 for persons declared as fiscally resident in France and €15,000 for persons not fiscally resident in France, at the date of printing of these Terms & Conditions of Sale). Any default on payment on due date may entail cancellation of the booking, and as the case may be cancellation of the tickets, at the Client's fault, as well as application of the fees provided for in article I.8.1. Euro Disney also reserves ownership on the Services, in particular on the tickets, until full payment has effectively been made on Euro Disney's bank accounts. Failure by the Client to effectively pay the full price owed to Euro Disney for whatever reason shall give Euro Disney the right at its sole discretion to materially repossess the unpaid Services, at the Client's sole cost and risk and without any formality being required. Where the Client is a professional, amounts which remain unpaid shall be subject to a late payment penalty at the European Central Bank's latest refinancing, increased by 10 points of percentage, automatically calculated as of the due date indicated on the invoice up to the effective date of payment. As provided by law, the European Central Bank's latest refinancing rate applicable during the first semester of any calendar year shall be that in force on January 1st of the same calendar year and that applicable during the second semester shall be that in force on July 1st of the same calendar year. The Client shall be liable to pay this penalty without any prior notice being required. In addition, except in the event of receivership, compulsory liquidation or any other similar proceeding prohibiting payment on the due date, any delayed payment shall also give rise to the obligation for the Client, where it is a professional, to pay Euro Disney a fixed amount of €40 for recovery costs of unpaid amounts. Euro Disney however reserves the right to claim complementary compensation where it justifies that recovery costs exposed are higher. In the event of payment by bank card, Euro Disney shall not be liable for the payment of bank card transaction fees due to exchange rate fluctuations or to any other reason.

**I.7.2** Terms and conditions of refunds Except where expressly stated otherwise by Euro Disney, if a refund is due from Euro Disney, this shall be made using the same means as those used for the first booking payment (instalment or full payment as applicable).

#### I.8 – Cancellations

**I.8.1** Cancellation by the Client Unless expressly provided for otherwise in the contract entered into with the Client, terms and conditions for cancellation of Services are set forth in the table below, it being specified that any requests for changes to Services shall be treated as a cancellation, except for changes consisting in an exchange against the same Services for a higher value and except for modification or cancellation requests of Holiday Packages more than 90 days before the arrival date (arrival date excluded), in which case only cancellation of at least 90% in value of the booked Services shall give rise to the application of the cancellation fees set out in the table below (it being specified that a request of partial cancellation of at least 90% in value of the booked Services shall result in the total cancellation of the booking). Euro Disney must be notified of any cancellations in writing at the address specified in article I.4 or by faxing +33 (0) 1 64 74 58 99. The cancellation fees as set forth below shall be applied on the basis of the date on which notice of cancellation is received. Any partial or total cancellation shall incur the following fees, calculated on the basis of the total rate for the cancelled Services and the dates on which they are cancelled:

Cancelled Services	Cancelled between confirmation* and 91 days prior to arrival <sup>(1)</sup>	Cancelled between 90 and 31 days prior to arrival <sup>(1)</sup>	Cancelled between 30 and 16 days prior to arrival <sup>(1)</sup>	Cancelled between 15 and 3 days prior to arrival <sup>(1)</sup>	Cancelled between 2 and 0 days prior to arrival <sup>(1)</sup> or "no show"
Holiday Packages <sup>(2)</sup>	10% <sup>(2)</sup>	25% <sup>(2)</sup>	50% <sup>(2)</sup>	75% <sup>(2)</sup>	100% <sup>(2)</sup>
Separate Services (except Services subject to prior booking and dated Group tickets)	100%	100%	100%	100%	100%
Services subject to prior booking	0%	25%	50%	75%	100%
Dated Group tickets	0% <sup>(2)</sup>			100% <sup>(2)</sup>	

\* For Holiday Packages, cancellation fees apply as of the due date of the first payment.

**(1)** Excluding the day of arrival.

**(2)** Cancellation fee applicable only in the event of a cancellation of at least 90% in value of the booked Services.

**(3)** Cancellation fees are calculated on the basis of occupancy per room and/or age brackets, as communicated at the time of confirmation, or failing this on the basis of 2 adults per room.

**(4)** Without prejudice to the right of the Client to request a refund of taxes based on actual use of the services (e.g. local taxes) in the event of cancellation.

**(5)** In order to enable full or partial refunds to be carried out, the Client must notify the cancellation of dated Group tickets in writing no later than 16 days prior to the first date of use (first date of use excluded), by post using the details below or by fax (+ 33 (0) 1 64 74 58 99) and must return the cancelled dated Group tickets, unused, by registered post in a single shipment to Euro Disney Associés S.C.A., Finance Support Opérations, B.P 100, 77777 Marne-la-Vallée, Cedex 4, France, no later than 15 days after the planned visit date. No refunds shall be available for any tickets that have not been cancelled in writing and/or returned as specified above.

**(6)** The Client may however request a refund of a maximum of 15% of the price of the total number of the dated Group tickets included in an order from the 21st ticket in the form of a credit note subject to returning them unused in a single shipment no later than 15 days after the planned visit date in accordance with the procedure described in paragraph (5) above. The Client shall then receive a refund of the corresponding amount in the form of a credit note to be used for the purchase of any type of Services within 12 months from issuance of the credit note. No return will be accepted for the first 20 tickets included in an order.

**I.8.2** Cancellations by Euro Disney  
In the event of cancellation by Euro Disney of a Service for reasons other than the Client's default, the Client shall be refunded all monies paid. Notwithstanding the above, Euro Disney may not be held liable for any adverse consequences of any such cancellation.

**I.8.3** Consequences of a cancellation  
In the event of a partial or total cancellation of an order, for any reason, documents relating to cancelled Services shall be returned in a single shipment by registered post to Euro Disney Associés S.C.A., Finance Support Opérations, B.P 100, 77777 Marne-la-Vallée, Cedex 4, France. In the event of a total cancellation, the Services booked, including any complimentary services, will be automatically cancelled by Euro Disney upon return of all documents relating thereto to the above address using the method described therewith. Failure to return said documents shall result in the Services being charged.

### **I.9 - Liability – Guarantees – Indemnification**

**I.9.1** Clients acting in a professional capacity hereby declare and guarantee (i) that they fulfil the conditions required to carry out their business pursuant to the terms of the contract concluded with Euro Disney and (ii) that they have taken out all mandatory, appropriate and adequate insurance to cover their professional liability. The Client shall indemnify Euro Disney, its related companies and subsidiaries for any claims, legal proceedings and/or damages payments arising from or based on its performance or failure to perform its obligations or guarantees under the terms of the contract concluded with Euro Disney. The Client undertakes to ensure that the participants to the stay or visit abide by all the internal regulations in force at Disneyland® Paris as well as all instructions and guidelines related to the Services repeated in the Brochure and any other document issued by Euro Disney, as well as behaving in a respectful and courteous manner during their stay or visit to Disneyland® Paris. In the event of the attitude of one of the participants to the stay or visit being liable to be prejudicial, dangerous or disruptive for any employee, subcontractor, agent or Guest of Euro Disney or the public in general, Euro Disney

reserves the right to terminate their stay or visit at any time at its sole discretion. In such cases, the Client may make no claim to any refund or compensation regarding the termination in advance of the stay or visit; Euro Disney reserves the right to claim any costs arising from any such behaviour, either for itself or for third parties, from the Client.

**I.9.2** Where the Client has booked a Holiday Package, Euro Disney is strictly liable towards the Client for the proper performance of its obligations pursuant to the contract, irrespective of whether these obligations are to be performed by itself or by other service providers, without prejudice to its right to make claims against the latter. Notwithstanding the above, Euro Disney may waive all or part of its liability by providing proof that failure to perform or improper performance of the contract is attributable either to the Client, or to unforeseeable and unavoidable action by a third party unconnected with the supply of Services, and/or force majeure circumstances. In all cases in which international conventions apply to any of the Services booked by the Client, Euro Disney's liability shall be limited or waived as appropriate, pursuant to said convention.

**I.9.3** Where the Client has booked Separate Services, Euro Disney is liable for any breach of its obligation to provide the Services in compliance with these Terms & Conditions and with its contract with the Client.

**I.9.4** In any case, any claim relating to the performance of the Services shall be made pursuant to the terms and conditions of article I.11 below.

### **I.10 - Transfer of the Contract**

Clients undertake not to assign, transfer or grant the benefit of this contract to any natural or legal person whatsoever without the prior written permission of Euro Disney, it being understood that any such prior written agreement, to be granted by Euro Disney at its sole discretion, may be required in the event of a merger, transfer of holdings and/or absorption of which the result is a change in control of the Client.

### **I.11 – Complaints**

Complaints arising during performance of the contract shall be brought as quickly as possible to the attention of the service provider concerned in order for a solution to be sought immediately. Complaints must be made in an appropriate manner and include evidence of the subject of the dispute. Without prejudice to the right to make claims, complaints which cannot be made immediately or which have not been immediately resolved to mutual satisfaction must be made to Euro Disney at the earliest opportunity by any means enabling acknowledgement of receipt and in any event: – prior to use of the Services for any complaints occurring prior to the date on which these Services are supplied using the details provided in article I.4, – within one month following the end of the stay or visit for complaints arising during the stay or visit itself to Disneyland® Paris, Guest Communication; by post to the following address: B.P. 100, 77777 Marne-la-Vallée Cedex 4, France; by fax to: + 33 (0) 1 60 43 58 47; or by e-mail to: [dlp.guest.communication@disney.com](mailto:dlp.guest.communication@disney.com). Complaints shall specify details of the way in which the Client is not satisfied, the date of the stay or visit and the booking number. In the event that no satisfactory solution has been found 45 days following the Client's claim, the Client who is not a professional has the possibility to refer to the French ombudsman for the holiday and travel sector (Médiation Tourisme et Voyage), whose contact details and procedure of referral can be found on its website: <http://www.mtv.travel>. More information on cross-border dispute resolution is available on the European Commission's website at the following address: [http://ec.europa.eu/consumers/solving\\_consumer\\_disputes/non-judicial\\_redress/adr-odr/index\\_en.htm](http://ec.europa.eu/consumers/solving_consumer_disputes/non-judicial_redress/adr-odr/index_en.htm).

### **I.12 - Ownership of Names – Copyright**

The Client shall not acquire any rights of ownership or right of use of any name, sign, emblem, logo or brand, including "Euro Disney", "Disneyland", or to works protected by Disney Enterprises, Inc., irrespective of their context or purpose, including use for advertising or promotional purposes. Any use of the above-mentioned elements or association of Euro Disney, Disneyland® Paris or any of the above-mentioned elements with any other company, its products or its image shall be subject to Euro Disney's express prior written approval, which Euro Disney reserves the right to accept or refuse at its sole discretion. In the event Euro Disney authorises such use or association, the Client shall strictly comply with the conditions provided for, or instructions communicated, by Euro Disney. The Client may not include Services provided by Euro Disney in any package, bundle or group of services that includes services which, in the appraisal of Euro Disney, are liable to adversely affect the image of Disney. Clients are not authorised to resell or attempt to make any financial profit from the use of the Services, or to offer them as any sort of promotional gift, premium or prize without having acquired the express prior written permission of Euro Disney. The above stipulations shall continue to apply after expiry of the booking contract and/or in the event of cancellation of bookings.

### **I.13 - Personal data**

Personal information collected is used by Euro Disney for the purposes of handling the Client's request. In accordance with French law of January 6, 1978 ("loi Informatique et libertés"), as modified, the Client and participants to the stay or visit have a right to access their information, have it corrected, and object for legitimate reasons to its processing, by writing to the following address, specifying the surname, first name and address of the individual(s) concerned: Disneyland® Paris, Département Marketing, BP 100, 77777 Marne-la-Vallée Cedex 4, France.

### **I.14 - Applicable law and jurisdiction**

The contract concluded between the Client and Euro Disney shall be governed by French law. The PARIS COURTS shall have SOLE JURISDICTION for any dispute concerning its interpretation and/or performance.

## **II. PARTICULAR TERMS AND CONDITIONS**

### **II.1 - Particular terms and conditions for tourist packages**

The terms and conditions set forth below apply to bookings for holiday packages understood as being a predefined combination or combination established at the request of the Client for Services consisting of accommodation and/or tickets granting admission to Disney® Parcs (Disneyland® Parcs and/or Walt Disney Studios®) and in some cases to bookings for Services in addition to a holiday package ("Holiday Package"). Children under 15 years cannot be holidaying at Disneyland® Paris without being accompanied by an adult. For children aged between 15 to 17 years holidaying without being accompanied by adult(s), a written authorisation from parents or guardians is required.

**II.1.1** Rates. Except where expressly agreed otherwise between Euro Disney and the Client, the price of the booking is estimated at the time the contract is drawn up on the basis of 2 adults sharing a room: this basis shall apply both to Holiday Packages and to any Services booked in addition to a Holiday Package. If, due to partial cancellation of the booking on the part of the Client, the minimum number of persons or rooms required is not attained, Euro Disney may invoice the rate for the Services still provided at the rates applicable on the basis of the actual number of participants. Except where expressly stated otherwise, rates do not include the following: local taxes, drinks, meals, extras such as telephone, minibar, laundry, room service or any form of personal expenses.

**II.1.2** Booking of Holiday Packages – Payments

Unless expressly provided for otherwise, bookings and payments for Holiday Packages shall take place pursuant to the terms and conditions below, as appropriate for the booking date.

#### **Bookings made more than 180 days prior to arrival**

- contract communicated by Euro Disney to be returned signed upon receipt of the contract, and in any case no later than 90 days after the date of booking;
- a first down payment of 10% of the total price of the booking to be paid on signature of the contract, and in any case no later than 90 days after the date of booking;
- a second down payment of 15% of the total price of the booking to be paid no later than 90 days prior to the date of arrival;
- the balance to be paid no later than 30 days prior to arrival;
- a list with the names of the members of the Group and full details of room occupancy by these individuals to be supplied to Euro Disney no later than 35 days prior to arrival.

#### **Bookings made between 180 and 91 days prior to arrival**

- contract communicated by Euro Disney to be returned signed upon receipt of the contract, and in any case no later than 90 days prior to the date of arrival;
- a down payment of 25% of the total price of the booking to be paid on signature of the contract, and in any case no later than 90 days prior to the date of arrival;
- the balance to be paid no later than 30 days prior to arrival;
- a list with the names of the members of the Group and full details of room occupancy by these individuals to be supplied to Euro Disney no later than 35 days prior to arrival.

#### **Bookings made between 90 and 31 days prior to arrival**

- contract communicated by Euro Disney to be returned signed within 10 days of receipt.
- down payment of 25% of the total price of the booking to be paid on signature of the contract.
- the balance to be paid no later than 30 days prior to arrival.
- a list with the names of the members of the Group and full details of room occupancy by these individuals to be supplied to Euro Disney no later than 35 days prior to arrival.

#### **Bookings made 30 days or less prior to arrival**

- contract to be returned immediately upon communication by Euro Disney, signed and accompanied by payment in full.
- final number and type of rooms, to be specified upon booking.
- a list with the names of the members of the Group and full details of room occupancy by these individuals to be supplied 21 days prior to arrival or where applicable, within 24 hours of the date on which the booking is made.

**II.1.3** Check-in – Check-out – Transfers  
Hotel check-in is from 3pm onwards; rooms shall be vacated before 11 am. Euro Disney reserves the right to transfer room bookings from one hotel to another in a similar or higher category, at the same rates, up to 1 day prior to arrival subject to informing the Client beforehand.

**II.1.4** Protection of minors  
Pursuant to the provisions of the French Social Action and Family Code relating to the protection of minors (i.e. under 18 years of age) collectively accommodated for holidays without their parents or guardian, in particular article R 227-6 of said Code, each of such minors shall be provided an individual bed in premises that should have separate accommodation for girls and boys aged 6 and above.

**II.1.5** Interruption of stay; unused services  
No refunds may be granted for any trip or stay that is interrupted, or any Service that is not used, if this is due to reasons beyond the control of Euro Disney.

**II.1.6** Insurance  
Euro Disney offers Clients the possibility of taking out insurance with AWP P&C, 7 rue Dora Maar - 93400 Saint-Ouen Cedex, France (privately held company governed by the provisions of the French Insurance Code – RCS Bobigny 519 490 080). The guarantees under the contract will be provided by AWP France S.A.S. having a share capital of € 7.584.076,86 and having its registered office at 7 rue Dora Maar - 93400 Saint-Ouen, France (insurance brokerage firm – RCS Bobigny 490 381 753 – Registration ORIAS 07 026 669 – <http://www.oriass.fr>). The insurance contract is subject to the insurance conditions of AWP P&C/MONDIAL ASSISTANCE. An excerpt from these terms and conditions is provided in the Brochure; full terms and conditions may be consulted by contacting MONDIAL ASSISTANCE. To be

valid, this insurance must be taken out and the insurance premium paid in full to Euro Disney at the time the Holiday Package is booked. The premium is non-refundable (except in the event of cancellation of the Holiday Package by Euro Disney) and non-transferable. Children aged under three years old shall benefit from free insurance cover if accompanying persons have taken out this policy. However, the Client who subscribes the insurance for non-professional purpose has the right to cancel the insurance contract in compliance with article L. 112-10 of the French Insurance Code if he justifies being already covered for the same risks. The Client should verify that he is not already covered before subscribing to one of the insurance policy proposed by Euro Disney. In application of article L 112-2-1 of the French Insurance Code, if the Client is a consumer, he has the right to cancel the contract providing for an insurance coverage of more than one month duration (from the effective date of the insurance cover until the end of your holiday) if such contract has been entered into in a distance booking. In both cases, the Client may cancel the insurance contract within a period of 14 days from the time the contract has been concluded, UNLESS during this 14 day period the performance of the contract has been fully executed or the Client has requested the application of one of the guarantees. The Client can exercise his right to withdraw through a written request addressed to Euro Disney in the conditions provided for in the contract. The insurance premiums will be refunded within 30 calendar days following receipt of that request.

#### **II.2 - Particular terms and conditions for separate services**

The terms and conditions below apply to bookings for Services not included in Holiday Packages, i.e. any separate Service booked or ordered by the Client independently from any Holiday Package, such as admission tickets to Disney® Parcs (Disneyland® Parcs and/or Walt Disney Studios®, shows, dinner shows or special events (“Separate Services”). Children under 12 must be accompanied by an adult to access the Disney® Parks.

**II.2.1** Rates. Except where expressly stated otherwise, in the event of the number of persons in a Group presenting themselves together at Disneyland Paris or the number of Services ordered being reduced to a number less than the minimum number required to benefit from the applicable rate, Euro Disney shall invoice the rate for the Services booked by the Client at the rates applicable on the basis of the actual number of participants or of the number of Services maintained.

**II.2.2** Bookings and Orders for Separate Services – Payment  
Bookings and payments of Separate Services shall be carried out pursuant to the terms and conditions below, as appropriate for the type of Separate Service booked.

**II.2.2.1** Bookings for restaurants, shows, dinner shows, special events and/or any other service for which prior booking is required in the event of booking more than 90 days prior to the date on which these Services are used, Clients shall send Euro Disney a signed copy of the contract that has been communicated by Euro Disney no later than 90 days prior to the date of use of these Services, accompanied by a down payment of 25% of the total due for the services booked. The balance must be paid no later than 30 days prior to the date of use of these Services. In the event of booking between 90 and 31 days prior to the use of these Services, the Client shall send Euro Disney a signed copy of the contract that has been communicated by Euro Disney within 72 hours of receipt thereof, accompanied by a down payment of 25% of the total due for the services booked. The balance shall be paid no later than 30 days prior to the use of the Services. In the event of booking less than 30 days prior to the date of use of the Services, the Client shall send Euro Disney a signed copy of the contract that has been communicated by Euro Disney immediately after receipt, accompanied by payment in full for the Services. These terms and conditions are also applicable to bookings for dated Group tickets if these also cover other Services dealt with in this clause.

**II.2.2.2** For bookings for dated Group tickets only  
To confirm the booking, the Client shall send Euro Disney a signed copy of the contract that has been communicated by Euro Disney on receipt thereof, together with the full payment of the dated Group tickets booked, at the latest 16 days prior to the indicated date of use of the dated Group tickets (date of use excluded). Any booking made from the 15th day prior to the indicated date of use shall be paid in full at the time of booking. Some preferential rates may be subject to payments being made within a specific period or prior to a specific date. If the Client wishes the tickets to be sent to it, it must request it no later than 16 days prior to the date of use (date of use excluded).

**II.2.2.3** Orders for non-dated individual tickets, individual meal/beverage vouchers and other services that do not require prior booking. To confirm the order, the Client shall send Euro Disney a signed copy of the contract that has been communicated by Euro Disney by return of post, accompanied by payment in full of all Services ordered.

**II.2.3** Schedules – Closures – Conditions of access to certain Services . For Services that are subject to time schedules, times of said Services must be observed. In the event of participants to the stay or visit being late, Euro Disney shall make every effort to supply the booked Services, but may in no way be held liable for any disruption due to late arrival of any of the participants. Some shows, attractions, locations within the Disney® Parks, animations, shops and restaurants are opened only to certain seasons and can be closed, modified, delayed or deleted without advance notice. For safety reasons, certain attractions are subject to restrictions such as height, health and physical conditions (including but not limited to: expectant mothers, those with heart conditions, spinal problems, pace makers, travel sickness, people with reduced mobility, people wearing neck braces...). The information given at the attraction entrances must be strictly observed.

**II.2.4** Deliveries of documents granting entitlement to Separate Services may be made only for those Separate Services for which Euro Disney has received payment in full no later than 15 days prior to the date on which these Services are to be used. The first delivery shall be made at the expense of Euro Disney; any subsequent deliveries required due to action on the part of the Client, including in the event of orders for further Separate Services, shall be invoiced to the latter at the rate specified in the Brochure valid on the date of order for non-dated Services and on the date the Services are supplied for dated Services. Documents granting entitlement to Separate Services may also be issued to the Client at the Groups ticket window located in the Euro Disney coach park subject to prior written permission, presentation of the booking confirmation and payment thereof in full beforehand. In the event of payments received less than 15 days prior to the date on which the Services are to be used, documents granting entitlement to Services must be withdrawn at the Groups ticket office.

**II.2.5** Terms and conditions applicable to tickets  
Terms and conditions of acceptance of tickets. Non dated tickets giving access to the Disney Park(s) for more than one day shall be used within 7 days after the day of first use of the tickets, but need not be on consecutive days. Clients are responsible for ensuring that tickets are in proper condition at the time they are validated on arrival at Disneyland® Paris. Tickets that have already been used shall not be accepted at Disneyland® Paris. Photocopying or duplicating tickets is strictly prohibited. In the event of fraudulent use or any such attempted use of a ticket, the latter may be confiscated.

**III. EXCERPTS FROM THE FRENCH TOURISM CODE**  
Pursuant to article L. 211-7 of the French Tourism Code, the provisions of articles R. 211-3 to R. 211-11 of the Tourism Code, the wording of which is quoted below, do not apply for transactions relating to the booking or sale of travel tickets that do not form part of a tourist package. The Euro Disney Brochure and the summary stay proposal constitute the prior information specified in article R. 211-4 of the Tourism Code.

#### **Art. R. 211-3**

Subject to the exclusions specified in subsections 3 and 4 of article L. 211-7, appropriate documents shall be supplied, in compliance with the rules defined hereinafter, for any offer or sale of services concerning travel arrangements or stays. In the event of sale of airline tickets or tickets on regular airlines without the provision of services connected with such transport, the seller shall provide the buyer with one or more airline tickets for the entire journey with the tickets being issued by the carrier or under the latter's responsibility. In the event of customised transport, the name and address of the carrier for whom the tickets are issued must be stated. Separate invoicing of the various constituents of one and the same travel package does not relieve the seller of his/her obligations prescribed herein.

#### **Art. R. 211-3-1**

Exchange of pre-contractual information or the availability of contractual conditions is carried out in writing. This may take place by electronic means under conditions of validity and performance as provided for in Articles 1369-1 to 1369-11 of the Civil Code. The vendor's name or corporate name and address are mentioned as well as the registration number as provided in Article L. 141-3 or, if applicable, the name, address and

registration details of the federation or union mentioned in the second paragraph of Article R. 211-2.

#### **Art.R. 211-4**

Prior to the signature of the contract, the seller shall supply the consumer with information on prices, dates and other items pertaining to the services afforded for the trip or stay, such as:

1. Destination, transport means, characteristics and categories;
2. Means of accommodation, location, standards and main features of amenities, as well as tourism classification based on regulations and customs in the host country;
3. Catering services offered;
4. Description of the itinerary in the case of travel tours;
5. A administrative and health formalities required from nationals, nationals of another Member State of the European Union or nationals of a State that is a party to the Agreement on the European Economic Area especially when crossing borders as well as time frame needed for these formalities;
6. Visits, excursions, and other services included in the package deal or that may be available against payment of a surcharge;
7. Minimum or maximum number of persons in the group for the trip or stay to be organised, as well as – if the organisation of the trip or stay requires a minimum number of participants – the deadline for informing consumers in the event of cancellation of the trip or stay; this deadline shall be no less than twenty-one days before the date of departure;
8. The amount or percentage of the price to be paid down as a first instalment upon signature of the contract, as well as the timetable for payment of the remaining balance;
9. Terms and conditions of price revisions as provided for by the contract in application of article R. 211-8;
10. Contractual terms and conditions governing cancellation;
11. Terms and conditions of cancellation as defined in articles R. 211-9, R. 211-10 and R. 211-11;
12. Information concerning optional subscription to an insurance policy covering the consequences of certain cases of cancellation, or subscription to an insurance policy covering certain special risks and especially repatriation expenses in the event of accident or sickness;
13. When the contract includes air transport services, information, for each section of flight, provided for in articles R. 211-15 to R. 211-8

#### **Art. R. 211-5**

Preliminary information supplied to the consumer shall be binding upon the seller unless the seller expressly reserves the right to make certain changes. In this case, the seller shall clearly indicate to what extent such changes may be made and in what areas. Under all circumstances, changes made to preliminary information must be communicated to the consumer before the contract is signed.

#### **Art. R. 211-6**

The contract signed between the seller and the buyer must be in written form, drawn up in two original copies with one copy delivered to the buyer, and must bear the signature of both parties. When the contract is concluded in electronic form, articles 1369-1 to 1369-11 of the Civil Code apply. The contract must contain the following clauses:

1. The name and address of the seller and of the seller's guarantor and insurer, as well as the organizer's name and address;
2. The destination(s) of travel and, in the event of stays at various intervals, the different periods and dates of stay;
3. The means, characteristics and categories of transport as well as dates and place of departure and return;
4. Type of accommodation, location, standards and main features of amenities, as well as tourism classification based on regulations and customs in the host country;
5. Catering services offered;
6. Itinerary in the case of travel tours;
7. Visits, excursions, and other services included in the total price of the trip or stay;
8. Total price of services invoiced as well as notification of any changes in invoice according to article R. 211-8 hereinafter;
9. Information on any taxes or duties bearing on certain services such as landing, boarding or disembarkation taxes in ports and airports as well as visitor tax if not included in the price of the service(s) provided;
10. Timetable and terms of payment of the price; under no circumstance may the final payment made by the buyer be less than 30 percent of the price of travel or stay; final payment

must be made upon delivery of documents enabling the travel or stay;

11. Special terms and conditions requested by the buyer and accepted by the seller;
12. Buyer's means of recourse against the seller in the event of claims of nonperformance of the agreement or misfeasance; claims must be addressed to the seller forthwith, by all means enabling reception of an acknowledgement of receipt, and, where appropriate, must be notified in writing to the travel organiser and the service provider concerned.
13. The deadline for the seller to inform the buyer of the cancellation of travel or stay if the organisation thereof is contingent on the existence of a minimum number of participants, in accordance with the provisions laid down in paragraph 7 of article R. 211-4 herein above;
14. Contractual terms and conditions for cancellation;
15. Terms and conditions prescribed below under articles R. 211-9, R. 211-10 and R. 211-11;
16. Details concerning risks covered and the amount of coverage taken out in the insurance policy covering the consequences of seller's professional liability;
17. Information concerning seller's subscription to an insurance policy (policy number and name of insurer) covering the consequences of certain cases of cancellation, as well as information concerning the insurance policy covering certain special risks and especially repatriation expenses in the event of accident or sickness; the seller shall in this case provide the buyer with a document that shall at least stipulate risk coverage and exclusions.
18. Deadline for informing the seller should the buyer decide to assign the contract;
19. The seller's commitment to supply the following information at least ten (10) days before the scheduled date of departure: a) Name, address and telephone number of the seller's local agent, or the name, address and telephone number of local bodies that may assist the consumer in case of difficulty, or otherwise the call number for contacting the seller in case of emergency; b) F or minors travelling and staying abroad, a telephone number and an address for directly contacting the child or the person responsible for the child at the place of stay.
20. A clause providing for the termination and reimbursement without fees of the booking in the event of noncompliance with the provisions of paragraph 13 of Article R. 211-4.
21. The commitment to supply the buyer, in due time before commencement of travel or stay, with the times of departure and arrival.

#### **Art. R. 211-7**

The buyer may transfer his/her contract to an assignee fulfilling the same requirements as the buyer with respect to the travel arrangements or stay, provided that the contract has not yet taken effect. Unless stipulations are more favorable for the assignee, the latter is required to inform the seller of his/her decision by all means enabling reception of an acknowledgement of receipt at least seven (7) days before commencement of travel. This deadline shall be extended to fifteen (15) days in the case of cruises. Under no circumstances shall the transfer call for authorisation from the seller.

#### **Art. R. 211-8**

Should the contract expressly specify the possibility of a price revision within the limits prescribed in article L. 211-12, the contract shall indicate the exact method of calculation for prices revised upwards or downwards, and especially the amount of transport expenses and related taxes, the currency(ies) liable to affect the price of travel or stay, the portion of the price that is subject to this change, and the rate of the currency(ies) used as a benchmark for drawing up the price stated in the contract.

#### **Art. R. 211-9**

In cases where, prior to the buyer's departure, the seller is either obliged to alter any of the essential constituents of the contract, such as a significant price increase or does not comply with its obligations pursuant to paragraph 13 of Article R. 211-4, the buyer may take the following steps, notwithstanding any claims for compensation of any damages sustained and after having notified the seller of these steps by all means enabling reception of an acknowledgement of receipt: – either rescind the contract and obtain, without any penalty, immediate repayment of amounts paid; or – agree to the change or replacement trip proposed by the seller, in which case the parties shall sign a supplementary agreement stipulating the changes made; any price decrease is

to be deducted from any outstanding payments to be made by the buyer and, if the payments already made exceed the price of the new services, amounts paid in excess shall be refunded to the buyer before the date of departure.

#### **Art. 211-10**

In the case provided for under article L. 211-14, should the seller cancel the trip or stay prior to the buyer's departure, the seller shall inform the buyer thereof by all means enabling reception of an acknowledgement of receipt. The seller shall then immediately refund the buyer for all amounts paid, with no penalties, and notwithstanding any claims for compensation of damages that may have been sustained. In this event, the buyer shall receive an indemnity that shall be at least equal to the penalty that would have been payable by the buyer if the buyer had instigated the cancellation at that date. The provisions laid down in this article do not in any manner prevent friendly settlements wherein the buyer agrees to a replacement trip or stay proposed by the seller.

#### **Art. R. 211-11**

In the event that, after the buyer's departure, the seller is unable to supply a preponderant portion of the services stipulated in the contract and representing a significant percentage of the price honoured by the buyer, the seller must immediately take the following steps without prejudice to any claims for compensation of damages that may have been sustained:

- either propose replacement services for the services to be provided initially, with all additional costs being borne by the seller; if the services accepted by the buyer are of lower quality, the seller shall then be obliged to refund the buyer for the difference in price upon buyer's return; or
- if the seller is unable to propose any replacement services or if such replacements are rejected by the buyer for good reasons, the seller shall at no extra cost provide the buyer with transport tickets enabling the buyer to return, under conditions that are deemed equivalent, to the place of departure or to any other location agreed upon between the two parties. The provisions of this article are applicable in the event of non-observance of the obligation envisaged to the 13° of article R. 211-4.