

DISNEYLAND PASS SUBSCRIPTION TERMS AND CONDITIONS

Version dated 19 July 2023

The general terms and conditions of subscription (hereinafter referred to as the "General Terms and Conditions") of this Disneyland Pass shall apply to contracts entered into between EURO DISNEY ASSOCIÉS S.A.S., a Simplified Joint Stock Company with capital of 2,875,978,999.40 euros, registered in the Meaux Trade and Companies Register under number 397 471 822, having its registered office at 1 rond-point d'Isigny 77700 Chessy (hereinafter referred to as "Euro Disney") and each individual (hereinafter referred to as "Member") who shall subscribe to a Disneyland Pass granting access to the Disneyland® and Walt Disney Studios® Parks of Disneyland Paris (hereinafter referred to as the "Disney® Parks") and the benefits included according to the type of Disneyland Pass (hereinafter referred to as the "Benefits"), according to the terms and conditions set out below, as well as in the description of each Disneyland Pass as set out in the contract (hereinafter the "Programme").

ARTICLE 1 – PURPOSE

The purpose of the Programme is to enable each Member, upon presentation of a valid physical or electronic card issued by Euro Disney, which includes, in addition to the first and last names of the Member, their photo and valid membership number, (hereinafter the "Disneyland Pass"), to access the Disney® Parks and to enjoy the Benefits included with each type of Disneyland Pass, where applicable, under the conditions set out below.

ARTICLE 2 – SUBSCRIPTION TO A DISNEYLAND PASS

2.1. Subscription terms and conditions

- 2.1.1. The Disneyland Pass must be subscribed to by an adult or a person who has been granted full legal capacity. Where the individual is a minor or lacks legal capacity, the Disneyland Pass must be subscribed to by his/her legal representative or guardian. Each individual may only subscribe to a single Disneyland Pass (from all the categories of Disneyland Pass combined) at a time.
- 2.1.2. Identification must be presented on subscription at the dedicated counters located at the entrance to the Disney Parks.
- 2.1.3. Notifications regarding any changes to the situation of Members, or any comments or complaints, should be posted via the website www.disneylandparis.com, or via the official Disneyland Paris app, (hereinafter, the "Website") via the "Contact us" section.
- 2.1.4. Disneyland Passes are available in limited quantities. Furthermore, it is possible that all or certain types of Disneyland Pass may not be available at the time of application. It falls to each individual to check the availability of the Disneyland Pass that they wish to subscribe to in advance of attempting to purchase or renew it.
- 2.1.5. A Disneyland Pass can only be exchanged for another Disneyland Pass of a higher monetary value, subject to the Member paying the difference between the price of the new Disneyland Pass on the day of the exchange and the price paid for the first Disneyland Pass when it was purchased. Such an exchange can only be made at the dedicated counters located at the entrance to the Disney Parks, at any time and subject to the availability of the new Disneyland Pass.

2.2. Term of the contract

The Disneyland Pass subscription is valid for a period of twelve (12) months from the start date of validity as stipulated in the contract.

2.3. Prices and payment terms

- 2.3.1. Payment methods: Depending on the method of subscription to the Disneyland Pass, payments shall be made:
 - at the dedicated counters located at the entrance to the Disney Parks: by bank card (Visa, EuroCard/MasterCard, American Express or JCB, unless otherwise specified when paying), by Holiday Vouchers or Gift Vouchers in euros (no change given – please ask for a list of the Gift Vouchers accepted), in cash up to the limits set by French anti-money laundering regulations (€1,000 including tax for any person domiciled for tax purposes in France and €15,000 for persons not domiciled for tax purposes in France, as of the date of publication of these General Terms and Conditions), or by direct debit monthly payment in euros;
 - via the Website, by bank card (Visa, EuroCard/MasterCard, American Express or JCB, unless otherwise specified at the time of payment) or by direct debit monthly payment in euros;
 - over the telephone through the Disneyland Paris Customer Relations Centre, the contact details for which are found on the Website, this is by bank card only (Visa, EuroCard/MasterCard, American Express or JCB, unless otherwise specified at the time of payment).

2.3.2. Monthly payment terms:

- 2.3.2.1. Monthly payment constitutes a method of payment of the amounts due for the Disneyland Pass subscribed to. It is not a monthly price paid for a Disneyland Pass.
- 2.3.2.2. Monthly payments can be made at the dedicated counters located at the entrance to the Disney Parks or at the France section of the Website, for euro payments from a bank account (i) located in the single euro payment area (SEPA) and (ii) opened at a bank that accepts direct debits in euros known as "SEPA Direct Debit Core" ("SDD Core"). Before subscribing to the monthly payment, Members holding a bank account in a SEPA country outside of the euro area must check with their bank that all above conditions are fulfilled and that their bank does not require any specific documentation to authorise debits in these conditions. Any change in bank and/or postal details must be sent without delay to Euro Disney at the following address: Disneyland® Paris, Pass Annuel/Disneyland Pass Financial Department, TSA 80190, 37915 Tours Cedex 9, France.
- 2.3.2.3. Monthly payments must be made in euros. Any expenses resulting from the application of an exchange rate, or from debits outside of the euro area in general, will be charged to the debtor. Communications concerning the management of the monthly payments contract are only available in French for debtors resident in France and in English for debtors residing outside France, and will be made electronically, for which the debtor must provide a valid email address.

2.3.2.4. The monthly payment benefit is subject to the condition of an initial minimum payment on subscription, as indicated for each Disneyland Pass type, as well as the provision of the complete monthly payment file under the conditions described below.

2.3.2.5. Following the initial payment, the remaining balance due will be spread over 11 equal monthly payments. The first monthly payment is made in the month following the issue date of the Disneyland Pass. This payment, and those that follow, will take place on the 10th of the month, or on the following working day, in the case of an incomplete payment file or any other anomaly that does not allow for payment on this date, a second collection attempt will be made on the 25th of the month, or on the following working day.

- 2.3.2.6. For all monthly payment Disneyland Passes, subscribed to at the dedicated counters located at the entrance to the Disney Parks:
 - the monthly payment file (single direct debit mandate completed, signed and with the Unique Mandate Reference number) must be completed on the day of the Disneyland Pass subscription,
 - documents required for verifying the banking information provided by the subscriber, with the aim of preventing fraud, will be checked by Euro Disney at these counters (Bank details, ID card).

2.3.2.7. For all monthly payment Disneyland Passes subscribed to via the Website:

- the monthly payment file (single debit mandate completed and signed, the identity card of the holder of the account to be debited, and the bank details) must be sent, within 7 business days of the date of the initial payment, by post to Disneyland Paris, Service Financier Pass Annuel/Disneyland Pass, TSA 80190, 37915 Tours Cedex 9, France.

2.3.2.8. Any monthly payment file that remains incomplete or any non-payment that is not rectified within the allotted time may immediately lead to the suspension and then the automatic cancellation of the Disneyland Pass, without the need for any further formal action.

2.3.2.9. Any Member who no longer fulfils the terms and conditions of the monthly payments, must pay the balance due by the Disneyland Pass by any other means of payment accepted by Euro Disney.

2.3.2.10. The loss or theft of a Disneyland Pass, or the termination of the Disneyland Pass due to a breach of these General Terms and Conditions by a Member, shall not lead to a halt in the payments of the monthly sums due.

2.3.2.11. Euro Disney reserves the right to charge, and collect from the bank account indicated by the Member, any bank rejection fees, excluding non-payments due to technical problems, which remain at their charge.

2.4. Acceptance of subscription requests

Subscription requests will be accepted by Euro Disney provided that:
(i), the application file is complete, (ii), the person who made the Disneyland Pass request (or on whose behalf the request was made) is not already a holder of a valid Disneyland Pass.

2.5. Issuing of the Disneyland Pass

2.5.1. For any Disneyland Pass subscribed to at the counters located at the entrance to the Disney Parks, and subject to Euro Disney's acceptance of the Disneyland Pass subscription application, the Member will be issued a physical card allowing them to access the Disney® Parks and to enjoy the Benefits included according to the type of Disneyland Pass, under the conditions specified in these General Terms and Conditions.

2.5.2. For any Disneyland Pass subscribed to on the Website, and subject to Euro Disney's acceptance of the Disneyland Pass subscription application, the Member will be issued an electronic card allowing them to access the Disney® Parks and enjoy the Benefits included according to the type of Disneyland Pass, under the conditions specified in these General Terms and Conditions.

2.5.3. For any Disneyland Pass subscribed to over the telephone with the Disneyland Paris Customer Relations Centre, and subject to Euro Disney's acceptance of the Disneyland Pass subscription application, the Member will be issued a temporary Disneyland Pass. The temporary Disneyland Pass is valid for the period indicated on the pass.

Temporary Disneyland Passes are valid for one entry only. Therefore, the temporary Disneyland Pass holder must, on the day of its first use, exchange it for a definitive Disneyland Pass at the counters located at the entrance to the Disney Parks, before the expiry of the period of validity shown on the temporary Disneyland Pass.

2.5.4. A physical copy ("Duplicate") of the valid Disneyland Pass of a minor may be issued at any time to one of the minor's legal representatives, at their request, at the counters located at the entrance to the Disney Parks. Only one Duplicate will be issued per valid Disneyland Pass. No electronic copies may be issued. The legal representative requesting the Duplicate guarantees Disneyland Paris that this request is made with the agreement of the other legal representative. Disneyland Paris reserves the right to cancel the Duplicate at any time upon the request of the other legal representative. Any request for a Duplicate must be made at the counters located at the entrance to the Disney Parks upon presentation of a signed authorisation from the legal representative, a copy of an identity document for the child and for the legal representative making the request, or, in the event that the names of the child and the legal representative differ from one another, a copy of the official family record book or guardianship document. As the Duplicate is associated with a specific Disneyland Pass, any deactivation, suspension, confiscation or termination of the Disneyland Pass will also apply to the associated Duplicate. Conversely, any deactivation, suspension, confiscation or termination of the Duplicate, including for non-compliance with these General Terms and Conditions, will also apply to the Disneyland Pass. Moreover, the Duplicate will be automatically deactivated in the event of renewal or of any exchange for a Disneyland Pass of a higher monetary value. A Duplicate of the new Disneyland Pass must be requested at the counters located at the entrance to the Disney Parks.

2.6. Renewal of subscription

- 2.6.1. Disneyland Pass subscriptions may be renewed subject to the availability of the desired Disneyland Pass at the time of subscription.
- 2.6.2. Any request for renewal shall require that the Member sign up for a new subscription, and the issuing of a new Disneyland Pass. The General Terms and Conditions and Benefits applicable in the case of renewal will be those in effect on the date the new Disneyland Pass is issued.

ARTICLE 3 - TERMS AND CONDITIONS FOR USE OF THE DISNEYLAND PASS

3.1. The Disneyland Pass is strictly for the personal use of the subscriber. The Disneyland Pass is neither transferable nor refundable. Identification may be required on each occasion the Disneyland Pass is used (when accessing the Disney® Parks, as well as for parking, use of discounts and offers, use of the Benefits, etc.) in order to verify the identity of the Member and to guarantee the Disneyland Pass is being used strictly for the personal use of the Member. The Member must pay personally for the products and services purchased as part of the application of the Benefits. The Benefits are non-transferable and, unless otherwise specified, may not be combined with any other offer or promotion. **Such Benefits are for personal use only and may not be used for any commercial purpose including, in particular, to obtain or purchase items or services with the intent to resell such items or services.** Failure to comply with the conditions of this paragraph may result in the immediate confiscation of the Disneyland Pass and its deactivation, as well as the termination of the Disneyland Pass subscription.

3.2. In the context of the use of the electronic Disneyland Pass, the holder must ensure there is a sufficient battery level to be able to present their Pass on their phone, throughout their presence in the Disney® Parks or when using their Benefits.

3.3. In the event that the Disneyland Pass has been forgotten or if the Member is unable to present the Disneyland Pass (particularly in the absence of a sufficient battery) during an inspection, the Member will not be able to benefit from access to the Disney® Parks or from the Benefits included in their Disneyland Pass and will not obtain any reimbursement, even partial, of the Disneyland Pass or any indemnification or compensation of any kind from Euro Disney.

3.4. The Disneyland Pass allows unlimited access to the Disney® Parks during their opening hours to the public (as published on the Website or on any other medium at the discretion of Euro Disney) on all the days of validity indicated in the access calendar for each type of Disneyland Pass, until the capacity of the Parks is reached. The Disneyland Pass does not give access to the Disney® Parks for parties or special events.

3.5. Access to the Disney® Parks with the Disneyland Pass requires a mandatory reservation for each chosen visit date. At the date of publication of these General Terms and Conditions, the Member is permitted to hold a maximum of 3 simultaneous reservations at any given time (not including Restricted Days, and depending on the type of Disneyland Pass – See article 3.6). The Member will be able to register for a new date as soon as the first visit has taken place, or if the Member decides to cancel one of his/her 3 reservations. Euro Disney reserves the right to change the maximum number of simultaneous reservations at any time and will inform the Member thereof ahead of time. Access will be only granted upon presentation of a valid reservation for the chosen date together with the Disneyland Pass. The Member may make a reservation at the following address: <https://www.disneylandparis.com/fr-fr/registration-billets/>, or by contacting the Disneyland Paris Customer Relations Centre. **Should the Member be unable no longer wish to visit the Disney® Parks on the day reserved, they must cancel their reservation in advance to ensure that other guests will have the possibility of visiting the Disney® Parks. In the event of a no-show without prior cancellation by the Member, Euro Disney shall have the option of blocking access to the reservation system for a fixed period as indicated in the Terms of Use of the Reservation System, which can be viewed at the address indicated above and which the Member must accept before any reservation may be made. By way of example only, on the date of publication of these General Terms and Conditions, it is specified that, following 3 no-shows over a period of 90 consecutive days, access to the reservation system will be blocked for a period of 30 days from the day following the third no-show. Euro Disney may change the procedures blocking access to the reservation system in the event of no-shows, through an update to the Terms and Conditions of Use of the Booking System that will be applicable to any no-show occurring for a reservation made following such an update. The blocking of the reservation system will affect the Member's access to the Disney® Parks since no reservations will be possible during this period. This lack of access to the Disney Parks will not give rise to any compensation or reimbursement by Euro Disney, even if it results in reducing the number of days of access that the Disneyland Pass subscribed to is entitled to, since it is solely conditional on the behaviour of the Member in breach of the rules of the Programme.**

3.6. Depending on the type of Disneyland Pass the Members subscribe to, there are certain restricted days (hereinafter "Restricted Days") during which the Disneyland Pass does not allow access to the Disney® Park(s). These Restricted Days, in relation to the validity period of each Disneyland Pass, may be viewed on the Website and via the official Disneyland Paris app.

3.7. By subscribing to the Disneyland Pass programme, the Member undertakes to comply with these General Terms and Conditions as well as with the internal regulations applicable to Disneyland Paris, which can be viewed on the Website and on each of the Disneyland Paris sites, as well as all warnings and instructions contained on any medium issued by Euro Disney. Any Disneyland Pass used fraudulently by the Member or any other person will be immediately confiscated. Without prejudice to the provisions of Article 7 below, should the Member's behaviour during his/her visit be likely to cause harm, danger or disturbance to any of its employees, service providers, agents, customers or to the general public, Euro Disney reserves the right at its sole discretion to terminate the Member's visit, and of his/her companions, at any time and, if necessary, to immediately confiscate and deactivate the Disneyland Pass and terminate the subscription. In these cases, the Member may not claim any reimbursement or compensation for this early termination and Euro Disney may seek reimbursement from the Member for any costs resulting from this behaviour incurred by Euro Disney, in particular due to any expenses, reimbursements, indemnity or compensation paid by Euro Disney to third parties as a direct consequence of the Member's behaviour, as well as compensation for any loss (material and immaterial, in particular with regard to reputational damage) caused to Euro Disney, Disney Entreprises, Inc. or any of their subsidiaries or related companies.

3.8. For safety reasons, it is requested that visitors with reduced mobility or disabilities, pregnant women and children seek information regarding the risks, terms and conditions of access to certain attractions in the locations provided for this purpose at the entrance to the attractions concerned or by enquiring at City Hall for the Disneyland Park and Studio Services for the Walt Disney Studios Park. They are also invited to consult, prior to their visit to Disneyland Paris, the section in the Website dedicated to visitors with disabilities.

3.9. Some shows, attractions, entertainment, events, experiences, shops, restaurants and ancillary facilities are only open for certain seasons, or may be closed, modified, delayed or cancelled without notice. Please refer to the Website for the most up-to-date information. Access to the Disney® Parks may be closed without notice, in particular in the event of a risk to the safety or health of persons, an administrative decision by the authorities, or national mourning.

ARTICLE 4 – ABSENCE OF RIGHT OF WITHDRAWAL

The right of withdrawal does not apply to Disneyland Passes, in accordance with Article L221-28 of the Consumer Code, which excludes services "of accommodation, other than residential accommodation, goods transport, vehicle hire, catering and leisure activities to be provided at a pre-determined date or period".

ARTICLE 5 - LOSS, THEFT, HACKING OR IDENTITY THEFT IN RELATION TO THE DISNEYLAND PASS

5.1. In the event of theft, loss, hacking or cases of identity theft in relation to the Disneyland Pass or Duplicate, the Member (or his/her legal representative) must inform Euro Disney as soon as possible, and at the latest within seven (7) working days after the loss, theft, hacking or case of identity theft, either by going to the dedicated counters located at the entrance to the Disney Parks, or by e-mail to the following address: dip.guest.communication@disneylandparis.com. The Disneyland Pass and/or Duplicate will then be deactivated and can no longer be used.

5.2. To request the reactivation of a Disneyland Pass that has been lost, stolen, hacked or used in a case of identity theft, the Member must go to the dedicated counters located at the entrance to the Disney Parks, show their identity card and pay forty (40) euros. Euro Disney will then issue a new physical or electronic Disneyland Pass. No Disney® Parks admission ticket will be issued to compensate for the loss, theft, hacking or case of identity theft in relation to a Disneyland Pass.

5.3. Reactivation of a Disneyland Pass in the event of loss, theft, hacking or case of identity theft shall not reactivate the Duplicate. Once the Disneyland Pass has been reactivated, a new Duplicate must be requested from the counters located at the entrance to the Disney Parks.

5.4. Duplicates that are lost or stolen will not be reactivated under any circumstances and no new duplicate will be issued.

5.5. Euro Disney cannot be held liable under any circumstances in the event of the loss, theft, hacking or cases of identity theft in relation to the Disneyland Pass and/or Duplicate.

5.6. No Disneyland Pass or Duplicate will be issued and delivered in the case where the Member (or his/her legal representative) has failed to promptly inform Euro Disney, in accordance with the terms and conditions laid down in this article 5, of the loss, theft, hacking or case of identity theft in relation to the Disneyland Pass.

ARTICLE 6 - SUBSCRIPTION TERMINATION BY THE MEMBER

During the validity period of the Disneyland Pass, the subscription may only be terminated if the following cumulative conditions are met: (i) the Member has a legitimate reason to terminate the contract, i.e. the occurrence of an unforeseeable event outside the Member's control that makes it impossible to continue to use their contract (long-term hospitalisation, transfer abroad); (ii) the termination request accompanied by the necessary supporting documents is sent to Disneyland® Paris, Communication Visiteurs, B.P. 100, 77777 Marne-La-Vallée Cedex 4 before the expiry of the Disneyland Pass in question (postmark being proof thereof). Upon receipt of a termination request that complies with the cumulative conditions above, i) if the member has purchased their Disneyland Pass cash: Euro Disney will refund the Disneyland Pass if applicable under the following conditions: Refund amount = (price of the Disneyland Pass - price of a 1-day/1-park ticket) x number of months remaining/12. For the purposes hereof, it is stated that: a) the price of the Disneyland Pass is the amount paid by the Member to purchase the Disneyland Pass that is to be terminated; b) the price of a 1-day/1-park ticket is the selling price of a ticket allowing access to one of the Disney Parks for one day, as applied at the entrance to the Disney® Parks on the day of receipt of the termination request; c) the number of months remaining is the number of months remaining between the termination request and the expiration date of the Disneyland Pass to be terminated, it being specified that any started month is considered as a used month; ii) if the member has purchased his/her Disneyland Pass on the basis of monthly payments: Euro Disney will stop the direct debits the month after acceptance of the termination request.

ARTICLE 7 - PROGRAMME SUBSCRIPTION TERMINATION BY EURO DISNEY

7.1. Subscription to the Disneyland Pass Programme may be terminated automatically and immediately by Euro Disney solely due to non-performance, in particular for the following reasons:

- failure to pay for the Disneyland Pass;
- false declarations provided when subscribing to the Disneyland Pass;
- falsification of documents necessary for the establishment or re-issuing of the Disneyland Pass;
- non-compliance by the Member with the General Terms and Conditions (particularly in regard to the strictly personal nature of the use of the Disneyland Pass);
- failure by the Member to abide by the terms and conditions attached to the Disneyland Pass member Benefits, such as, in particular, the resale of these Benefits;
- behaviour of the Member that is in breach of public order and morality;
- behaviour of the Member during his/her visit likely to cause harm, danger or disturbance to any of its employees, service providers, agents, customers or the general public;
- failure by the Member to observe the internal regulations of the Disney® Parks and/or the laws and regulations in force.

7.2. The termination of the subscription by Disneyland Paris involves in all cases the confiscation and immediate deactivation of the Disneyland Pass and any related Duplicates, with no refund, either in part or in full, and without compensation.

ARTICLE 8 – INTELLECTUAL PROPERTY RIGHTS

It is understood that the Member will not acquire, hereunder, any ownership rights or any right to use the names, denominations, signs, emblems, logos, trademarks, other copyrights or industrial property rights belonging to the Euro Disney company, Disney Entreprises, Inc., or to one of its subsidiaries or related companies, regardless of the context or purpose, including for advertising or promotional purposes. The Member may not include the Disneyland Pass in any package, lot or group of services that, following the assessment of Euro Disney, is likely to undermine the image of Disneyland® Paris, and, as the Disneyland Passes are provided for the Member's private and personal use, the Member agrees not to give or offer them under any form whatsoever as a promotional gift, prize or lottery.

ARTICLE 9 – COMPLAINTS

Any complaints relating to the issuing or use of the Disneyland Pass must be made as soon as possible so that a solution can be sought immediately. It must be done in an appropriate manner so as to preserve the evidence of the complaint. In cases where it is impossible to immediately file a complaint, or if the Member's complaint is not resolved immediately to his/her satisfaction, the Member may write to Euro Disney Associés S.A.S., via any method allowing for acknowledgement of receipt, at the following address: by post to Disneyland® Paris, Visitor Communication, BP 100, 77777 Marne-La-Vallée Cedex 4, or by email to dip.guest.communication@disneylandparis.com. The Member's complaint must specify the details of his/her dissatisfaction and the reference numbers from his/her booking. The Member must respect the personal and confidential nature attached to all correspondence between himself/herself and Disneyland Paris. Failing a satisfactory response within 45 days of submitting his/her complaint, the Member has the opportunity to refer the matter to the Ombudsman for Tourism and Travel, whose contact details and referral procedures can be obtained by visiting their website: <http://www.mtv.travel>.

ARTICLE 10 – SUBSEQUENT AMENDMENTS

In accordance with Article R. 212-4 paragraph 4 of the French Consumer Code, Euro Disney may unilaterally make changes to the subscription to the Programme with regard to technical developments, provided that this does not result in any price increase or change in quality, and that the characteristics upon which the Member has made their commitment contingent have been included in the contract.

ARTICLE 11 – FORCE MAJEURE

Should an event of force majeure occur, performance of all or part of the obligations arising from the Programme subscription may be suspended or the Programme subscription may be terminated automatically in the event of a definitive impediment or of a delay justifying it.

Force majeure events likely to lead to the suspension or termination of the subscription to the Disneyland Pass Programme are unforeseeable events beyond the control of Euro Disney or the Member, including (but not limited to): natural disasters and weather events of unusual intensity, health crises, terror attacks, insurgencies, wars, events involving a serious risk to the safety and health of the population, unforeseeable and unavoidable external strikes, unexpected decisions by public authorities, national mourning, which may prevent, delay or render the performance of the Programme impossible for Euro Disney or the Member, including where they would render the performance impossible under reasonable economic conditions.

ARTICLE 12 – APPLICABLE LAW – JURISDICTION

Any relationships between Euro Disney and its customers are governed by French law. Any dispute that cannot be settled amicably falls under the jurisdiction of the competent courts of Paris, unless otherwise specified by the law.