

ANNUAL PASS SUBSCRIPTION TERMS AND CONDITIONS

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The terms and conditions below set out the provisions governing the relationship between the company Euro Disney Associés S.A.S. (hereinafter referred to as "Euro Disney" or "Annual Pass ticket counters") and each of its members (hereinafter referred to as "Member") of the Annual Pass programme for entry to the Disneyland® and Walt Disney Studios® parks (hereinafter the "Disney Parks") of Euro Disney (hereinafter, the "Programme").

ARTICLE 1 – PURPOSE

The purpose of the programme is to enable each Member to, on presentation of an identity card issued by Euro Disney, which includes, apart from the first and last names of the Member, their photo and valid membership number (hereinafter the "Annual Pass"), access the Disney Parks, under the conditions set out below.

ARTICLE 2 - SUBSCRIPTION TO THE PROGRAMME

2.1. Programme subscription terms and conditions

2.1.1. The Programme must be subscribed to by an adult or, if the Member is a minor or lacks the legal capacity, his/her legal representative or guardian.

2.1.2. Subscription to the programme is strictly personal. The Annual Pass is neither transferable nor refundable. Identification must be presented on subscription at the Annual Pass ticket counters. Identification may be required for each use of the Annual Pass (access to the Disney Parks, as well as for parking, use of discounts and offers, etc.) in order to check the identity of the Member and to guarantee strictly personal use of the Annual Pass. Identity checks may also be carried out at Disney Parks entrances to ensure personal use compliance for the Annual Pass. Non-compliance with the personal use condition of the Annual Pass may lead to immediate confiscation and deactivation, as well as subscription termination.

2.1.3. The subscription is for a period of twelve (12) months (except special offers). A single Annual Pass will be issued per Member.

2.1.4. A copy ("Duplicate") of the definitive Annual Pass, while valid, for a minor, may be issued at any time to a parent at their request. Only one Duplicate will be issued per valid Annual Pass. The parent requesting the Duplicate guarantees Euro Disney that the request is made with the consent of the other parent. Euro Disney reserves the right to cancel at any time the Duplicate at the request of the other parent. Any requests for Duplicates should be sent by post to the following address: Euro Disney Associés S.A.S., Annual Pass by correspondence, BP 126, 77777 Marne-La-Vallée Cedex, France, together with a signed letter of parental consent, a photocopy of the child's identification and of the parent making the request, or, where the last names of the child and parent are not the same, a copy of the family register. Any deactivation, suspension, confiscation or termination of the Annual Pass will be mirrored in the Duplicate. Conversely, any deactivation, suspension, confiscation or termination of the Duplicate, including for non-compliance with these terms and conditions of subscription, will be mirrored in the Annual Pass. Moreover, the Duplicate will be automatically deactivated in case of renewal or of any exchange of an Annual Pass for higher monetary value. A Duplicate of a new Annual Pass must be requested in writing from: Euro Disney Associés S.A.S., Annual Pass by correspondence, BP 126, 77777 Marne-La-Vallée Cedex, France, together with the supporting documents cited above. Euro Disney will send the Duplicate following a period of 21 days from receipt of the complete reactivation request (referencing the postmark date).

2.1.5. Payment method, depending on the Annual Pass subscription method, payments must be made:
- to the Annual Pass ticket counters in cash, credit card (Visa, EuroCard/MasterCard, American Express or JCB, unless otherwise specified when paying), or Chèques Vacances or Traveller's Cheques or Gift Cards in euros (no change given - please ask for a list of accepted Gift Cards), or by monthly payment in euros (unless otherwise stated in any communication relating to the subscribed Annual Pass);

- on the France section of the website www.disneylandparis.com (only available in French) by card only (Visa, EuroCard/MasterCard, American Express or JCB, unless otherwise indicated when paying) or by monthly payment in euros (unless otherwise stated in any communication);

- by correspondence by card (Visa, EuroCard/MasterCard, American Express or JCB, unless otherwise specified when paying), or by monthly payment in euros (unless otherwise stated in any communication relating to the subscribed Annual Pass).

NB: Monthly payments are available under the terms and conditions set out in article 2.1.9.

2.1.6. The Annual Pass prices are determined by the economic conditions prevailing at the date of their publication and may be revised until the agreement of the contract depending on any variations or imposition of related fees and taxes. In all cases the price to be applied will be indicated before the agreement of the contract.

2.1.7. An Annual Pass can only be exchanged for another Annual Pass of a higher monetary value, subject to payment by the Member of the price difference between the two Annual Pass. Such an exchange can be made at any time.

2.1.8. Any changes to the situation of Members, or any comments or complaints, should be posted via the website www.disneylandparis.com (hereinafter, the "Website") via the "Contact us" section.

2.1.9. Monthly payment terms

2.1.9.1. Monthly payment is a payment method for amounts due under the subscribed Annual Pass; it is not a monthly price paid for an Annual Pass.

2.1.9.2. Monthly payments are available at the Annual Pass ticket counters, at the entrances of the Disney Parks® or on the France section of the website www.disneylandparis.com (only available in French) for euro payments from a bank account (i) located in the single euro payments 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 shall check with their bank that all above conditions are met and that their bank does not require any specific documentation to authorise debits in said conditions. Any change in bank and/or postal details must be sent to Euro Disney as soon as possible at the following address: Disneyland Paris, Annual Pass Financial Department, TSA 80190, 37915 Tours Cedex 9, France.

2.1.9.3. Payments for the monthly payment 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 carried out electronically, for which the debtor must provide a valid email address.

2.1.9.4. Unless otherwise stated in other communications, monthly payments are available on purchase of an Annual Pass at full price or with permanent reduction at the Annual Pass ticket counters or at Park entrances. Monthly payments are also available for purchases on the France section of the website (only available in French) at full price for home delivery.

2.1.9.5. Unless otherwise stated in any communication relating to the Annual Pass subscribed to, the monthly payment benefit is subject to the condition of an initial minimum payment of €60 per Annual Pass subscribed to, as well as the provision of various documents and commitments. Following the initial payment, the remaining balance due will be spread over 11 monthly payments. In the absence of the initial payment, in accordance with communications related to the subscribed Annual Pass, the total price will be spread over 11 monthly payments.

2.1.9.6. For all monthly payment Annual Pass subscribed to at the Annual Pass ticket counters or at Park entrances:

- any monthly payment file (mandate) must be complete on the day of subscription of Annual Pass(s).

- any payment fault that is not settled in the times set out, will immediately result in the automatic suspension and termination of any Annual Pass(s) within the file, without the need for any further formality.

2.1.9.7. For all monthly payment Annual Pass subscribed to on the website:

- The monthly payment arrangements (debit mandate and identity card of the account holder to be debited) must be completed as soon as possible and within the timescales provided by Euro Disney. In the meantime, any Annual Pass issued will not allow access to the Disney Parks, as no payment methods had been provided. Any funds already missed or payments already made, due to late submission of the required documents, will not be eligible for refund/compensation.

- any monthly payment file remaining incomplete, or any missed payments that are not settled within the times set out, will immediately result in the automatic suspension and termination of any Annual Pass(s) within the file, without the need for any further formality.

2.1.9.8. The first monthly payment is made in the month following the issue date of the Annual Pass(s). This payment, and those that follow, takes 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 is made on the 25th of the month.

2.1.9.9. The Member, no longer fulfilling the terms and conditions of monthly payments, must pay the balance due for the Annual Pass(s) by any other means of payment accepted by Euro Disney.

2.1.9.10. The loss or theft of an Annual Pass or the termination of a subscription to the Annual Pass programme due to a violation of the Terms and Conditions of Subscription by a Member does not lead to a halt in the payments of amounts due.

2.1.9.11. Euro Disney reserves the right to charge, and collect from the bank account indicated, any bank refusal costs, excluding non-payments due to technical problems, which remain their responsibility.

2.2. Issuance of the Annual Pass

2.2.1. Depending on the subscription method, and subject to acceptance by Euro Disney of the request for subscription to the Programme, the Member will be issued either a definitive or a temporary Annual Pass. The definitive and the temporary Annual Pass are valid for the period indicated on the Annual Pass.

2.2.2. Temporary Annual Passes are only valid for one entry. Thereafter, the temporary Annual Pass must be exchanged, on the day of its first use, for a definitive Annual Pass, and this is to be done before the validity expiration period of the temporary Annual Pass.

2.2.3. The general terms and conditions applied for a conversion from a Temporary Annual Pass to a Definitive Annual Pass will be those in effect on the date of issue of the Definitive Annual Pass.

2.3. Acceptance of subscription requests

Subscription requests will be accepted by Euro Disney provided that:

(i) the request file is complete at the time of application, except in the case of a subscription request made online, the file may be supplemented with the missing information and/or documents within 25 days of the request.

(ii) the person who made the Annual Pass request (or on whose behalf the request was made) is not already a Member of the Programme.

2.4. Subscription renewal

Unless otherwise stated in communication relating to the Annual Pass subscribed to, subscriptions to an Annual Pass can be renewed; any renewal request requires subscription by the Member to a new contract and the issuance of a new Annual Pass. The general terms and conditions for subscriptions and benefits applicable under the renewal will be those in effect on the issue date of the new Annual Pass.

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

3.1. The Annual Pass provides access to the Disney Parks during their public opening hours (as published on the Website or on any other media at the discretion of Euro Disney), as their capacity limits allow. The Annual Pass does not give access to the Disney Parks for parties or special events.

3.2. All visits under the Programme are subject to availability and access to Disney® Parks with the Annual Pass requires pre-reservation for each chosen date of visit. At the date of issuance of these Annual Pass Subscription Terms and Conditions, the Member is allowed to hold a maximum of 3 simultaneous reservations at any given time (not including Restricted Days depending on the type of Annual Pass – See article 3.3). The Member will be able to register for a new date as soon as the first registered date has expired, or if the Member decides to cancel one of his/her other registered dates. 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 Annual Pass. The Member can make his/her pre-reservation at the following address: <https://www.disneylandparis.com/fr-fr/enregistrement-billets/>, or by contacting Euro Disney's Telephone Reservation Centre.

3.3. Depending on the type of Annual Pass subscribed to, there are certain restricted days (hereinafter "Restricted Days") during which the Annual Pass does not allow access to the Disney Park(s). These Restricted Days are listed, for the validity period of each Annual Pass, in the documentation provided to each Member on issuance of their Annual Pass and can also be found on the Website.

3.4. By subscribing to the programme, the Member agrees to abide by these terms and conditions of subscription to the programme as well as the internal rules of the Disney Parks, as well as all warnings and instructions contained on any communications media from Euro Disney. Any Annual Pass(s) used fraudulently by the Member or any other person will be immediately confiscated. Without prejudice to the provisions of Article 7 below, the Member must have a respectful and courteous behaviour while visiting Disneyland® Paris. Euro Disney reserves the right at its sole discretion to terminate the Member's visit, at any time if his/her behaviour is likely to cause damage, danger or distress to any of Euro Disney's employees, subcontractors, agents, clients or to the general public. In such event, the Member shall not be entitled to any refund or compensation for the early termination of the visit and Euro Disney reserves the right to claim compensation from the Member for any costs incurred by a third party or by Euro Disney itself as a result of said behaviour.

3.5. For safety reasons, visitors with reduced mobility or disabilities, pregnant women and children are asked to seek information on 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 inquiring at City Hall at the Disneyland® Park and Studio Services at Walt Disney Studios®.

3.6. Any Member with a valid annual Pass must present his/her Annual Pass and a valid photo identification prior to receiving any applicable benefits. Benefits are nontransferable 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, without limitation, to obtain or purchase items or services with the intent to resell such items or services.

ARTICLE 4 - ABSENCE OF RIGHT OF WITHDRAWAL

The right of withdrawal does not apply to Annual Pass, in accordance with Article L121-28 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 a period".

ARTICLE 5 - LOST OR THEFT OF ANNUAL PASS

5.1. In case of the loss or theft of an Annual Pass, the Member (or his/her legal representative) shall promptly (and in no event no later than seven days after the loss / theft of the Annual Pass has been discovered) notify Euro Disney, by going to the Annual Pass counter located outside of the Disney Parks, or by writing at the following address: Disneyland Paris, Annual Pass, BP 100, 77777 Marne-la-Vallée, Cedex 4, France. The Annual Pass, as well as any potential Duplicate, will then be deactivated and can no longer be used.

5.2. In case of the loss or theft of a Duplicate, the Member (or his/her legal representative) shall promptly (and in no event no later than seven days after the loss / theft of the Annual Pass has been discovered) notify, in writing only at the following address: Disneyland Paris, Annual Pass by correspondence, BP 100, 77777 Marne-la-Vallée, Cedex 4, France. Duplicates that are lost or stolen will in no case be reactivated and no new duplicate will be issued.

5.3. To request a reactivation of an Annual Pass that was lost or stolen, the Member shall go to the Annual Pass counter located outside of the Disney Parks to show their identification and pay forty (40) euros. Euro Disney will deliver a new Annual Pass. No park ticket will be delivered in case of loss or stolen Annual Pass.

5.4. The reactivation of the lost or stolen Annual Pass does not reactivate the Duplicate. Once the lost or stolen Annual Pass is reactivated, a new Duplicate must be requested in writing from: Euro Disney Associés S.A.S., Annual Pass by correspondence, BP 126, 77777 Marne-La-Vallée Cedex, France, together with the supporting documents listed in Article 2.1.4. Euro Disney will send the Duplicate following a period of 21 days from receipt of the complete reactivation request (referencing the postmark date). No Duplicate will be reissued if the request is made within one month preceding the expiry of the Annual Pass concerned.

5.5. Euro Disney will in no case be liable for any loss or theft of an Annual Pass and/or its Duplicate.

5.6. No Annual Pass card or Duplicate will be issued and delivered in case the Member (or his/her legal representative) has not informed Euro Disney promptly in accordance with section 5. above.

ARTICLE 6 - SUBSCRIPTION TERMINATION BY THE MEMBER

During the validity period of the Annual Pass, the subscription may be terminated if the following conditions are met: (i) the Member has a legitimate reason to terminate the contract, that is to say the occurrence of any event beyond their control and which makes it impossible to continue to use their contract (long-term hospitalisation, transfer abroad); (ii) the termination request is accompanied by the necessary supporting documents sent to the Annual Pass ticket counters before the expiry of the Annual Pass in question (based on the postmark date). Upon receipt of a termination request that complies with the cumulative requirements above, Euro Disney will refund the Annual Pass if applicable under the following conditions: Refund amount = (Annual Pass prices - price of a one day/one park ticket) x number of months remaining/12. For the purposes hereof, it is stated that: a) the price of the Annual Pass is the amount paid by the Member to purchase the Annual Pass that is to be terminated; b) the price of a one day/one park ticket is the selling price of a ticket allowing access to one of the Disney Parks for one day, as practiced 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 Annual Pass to be terminated, being specified that any started month is considered as a used month.

ARTICLE 7 - PROGRAMME SUBSCRIPTION TERMINATION BY EURO DISNEY

7.1. Subscription to the Programme may be terminated automatically and immediately by Euro Disney specifically for the following reasons:

- Failure to pay for the Annual Pass;

- False declarations provided to the Annual Pass ticket counters;

- Falsification of documents necessary for the establishment or re-issuance of the Annual Pass;

- Non-compliance by the Member of the terms and conditions of the Annual Pass subscription (particularly the strictly personal nature of the Annual Pass);

- Failure by the Member to abide by the terms and conditions attached to the Annual Pass member benefits, such as in particular the resale of such benefits;

- Behaviour of the Member that is in breach of public order and sound morality;

- Breach of the Member of Disney Parks internal rules and/or a breach of laws and regulations in effect.

7.2. The termination of the subscription by Euro Disney involves in all cases the confiscation and immediate deactivation of the Annual Pass and any related Duplicates, without refund, neither partial nor total.

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, copyrights or other or industrial property belonging to the Euro Disney company, to Disney Enterprises, Inc. or to one of its subsidiaries or related companies, regardless of the context or purpose, including for advertising or promotional purposes.

The Member can not include the Annual Pass in any package, lot or group of possible services, following the assessment of Euro Disney, to undermine the image of Disneyland® Paris and the Annual Pass being provided for his/her private and personal use, the Member agrees not to submit or offer them under any form whatsoever as a promotional gift, prize or lottery.

ARTICLE 9 - COMPLAINTS

Any complaints relating to the supply or use of the Annual 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 can 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_quest.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 Euro Disney.

Failing a satisfactory response within 45 days of submitting his/her complaint, the Member has the opportunity to complain 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 - APPLICABLE LAW – JURISDICTION

Any relationships between Euro Disney and its customers are governed by French law. Any dispute that can not be a settled amicably becomes a matter for the courts of Paris, unless the law states otherwise.