

<b>General Terms and Conditions of Distribution of Disneyland® Paris Services</b>
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**Revision date:** October 1st, 2022

These general terms and conditions of distribution (hereinafter, the “**General Conditions of Distribution**”) define the terms and conditions pursuant to which the Organisation, as set forth hereinafter, is authorised to promote and distribute to individual consumers the Disneyland® Paris services organised by Euro Disney Vacances S.A.S. and defined in Article 2 hereinafter.

Euro Disney Vacances S.A.S. (hereinafter “**EDV**”), a subsidiary of Euro Disney Associés S.A.S., the operating company of Disneyland® Paris, is a French "*Société par Actions Simplifiée*", having its registered office 1 rue de la Galmy, 77700 Chessy, France. It is registered with the Registry of Commerce and Companies of Meaux under number 383 850 278 and with the French Travel and Holiday Companies' Registry under number IM077100030. For the purpose of its activity, it has subscribed a financial guarantee with APST - "*Association Professionnelle de Solidarité du Tourisme*", 15 avenue Carnot, 75017 Paris, France, and a professional liability insurance with Chubb European Group SE, La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 COURBEVOIE, France.

#### **ARTICLE 1 – DEFINITIONS**

When used in these General Conditions of Distribution, the following terms shall have the following meanings:

- “**B2B Portal**” means the Internet portal providing direct access to the Websites of which the Organisation is an authorised user.
- “**Commission**” means the commission inclusive of all taxes granted to the Organisation in consideration of the services provided pursuant these General Conditions of Distribution, as set forth in Article 7 hereinafter.
- “**Confirmation Letter**” means the booking confirmation document provided by EDV to the Organisation, either on paper or under electronic format, which is intended either to form the travel contract with the Consumer or to be included in the travel contract between the Organisation and the Consumer.
- “**Consumers**” means individual consumers to whom the Organisation offers for sale the Services.
- “**Data Protection Laws**” means the following laws as applicable from time to time, together with any amended or successor laws thereto, (a) French Law No. 78 17 of 6 January 1978 on ‘Information Technology, Data Files and Civil Liberty’, as amended, and other national laws implementing the Data Protection Directive (95/46/EC) and the Directive on Privacy and Electronic Communications (2002/58/EC); (b) the General Data Protection Regulation (2016/679) and any subsequent laws or regulations which replace or supplement any European Union data protection provisions (“**GDPR**”); and (c) any other national privacy and/or data security laws or regulations relating to the Processing of Personal Data.
- The terms “**Personal Data**”, “**Process**” or “**Processing**”, “**Controller**” and “**Data Subject**” shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.
- “**Date of Effect**” means the date upon which the Organisation accepts, by any means, these General Conditions of Distribution.
- “**Disney® Element**” means the name “Disney®” (either alone or in conjunction with, or as a part of, any other word, trademark or name), as well as any emblems, names, trademarks, logos,

copyrighted material, other designs or copyrighted works of EDV or Euro Disney Associés S.A.S. or used by EDV or Euro Disney Associés S.A.S. pursuant to a licence agreement granted by Disney Enterprises Inc., or owned by The Walt Disney Company or any of its affiliated companies.

- **"Disney® Parks"** means collectively the Disneyland® and the Walt Disney Studios® Theme Parks, as well as any other theme park that may be operated by Euro Disney Associés S.A.S. and that is located on the Disneyland® Paris site, and individually either one of these parks.
- **"Disneyland® Paris"** means the resort located at Marne-la-Vallée in France including the Disney® Parks, the Disney® hotels, the Disney® convention centers, the recreational and leisure complex Disney® Village and a 27-hole golf course.
- **"DLP Call Centre"** means the telephone reservation service operated by EDV for both professional and individual customers.
- **"EDV's Booking Terms and Conditions"** means the terms and conditions of sales to consumers defined by EDV and published in its Brochures and/or on the Websites.
- **"EDV's Brochures"** means the brochures that are published by EDV, under the Disneyland® Paris brand, on paper and/or under an electronic format, in order to promote and describe the Services.
- **"Force Majeure"** means any force majeure event, as that term is defined under French Law and/or French case-law, which delays or prevents the execution by either Party of its obligations under these General Conditions of Distribution.
- **"Hotels"** means the Disney® hotels and hotels located nearby that are offered for sale by EDV.
- **"Organisation"** means any company carrying on business as a travel agent that has been registered with EDV in view of booking and distributing the Services pursuant to these General Conditions of Distribution.
- **"Parties"** or **"Party"** means collectively the Organisation and EDV, and individually either one of them;
- **"Point of Sales"** means each and all establishments or business premises owned by the Organisation, from which the Organisation offers for sale the Services pursuant to the conditions of these General Conditions of Distribution.
- **"Seasons"** means tourist seasons as defined by EDV and indicated in EDV's Brochures or, as the case may be, on the [www.disneylandparis.com](http://www.disneylandparis.com) website.
- **"Services"** means all services provided by EDV hereunder and listed in Article 2 hereinafter, including Tickets.
- **"Territory"** means the country communicated by the Organisation at the time of its registration with EDV as being the country in which its head offices are located.
- **"Tickets"** means the entrance tickets to the Disney® Parks and/or other services offered for sale separately from holiday packages as defined in Article 2 hereinafter.
- **"Voucher(s)"** means the vouchers issued by the Organisation or the Points of Sales and provided to Consumers who booked Services excluding Tickets for exchange against the Services booked.

**"Websites"** means EDV's business to business websites for bookings of the Services, that are made accessible to the Organisation following its registration thereon and, in particular the website allowing on-line bookings of Services excluding Tickets at the following address: <https://b2bportal.disneylandparis.com/login.html> and the website allowing on-line bookings of Tickets accessible at the following address: <https://b2bportal.disneylandparis.com/login.html>

## **ARTICLE 2 – THE SERVICES**

The Services that are the subject matter of these General Conditions of Distribution consist in:

- (i) holiday packages, including accommodation in one of the Hotels (breakfast not included, unless otherwise stated in the Hotel or package description), and entrance tickets to the Disney® Parks for the duration of the stay;
- (ii) entrance tickets to the Disney® Parks, breakfast, meal plans and/or other additional holiday and entertainment services sold separately or in addition to a package;
- (iii) where appropriate, standalone room nights in the Hotels;
- (iv) from time to time, additional Services or special offers that are not communicated in EDV's Brochures and that EDV may require or suggest the Organisation to sell based on specific terms and conditions, which EDV will communicate to the Organisation in writing beforehand.

## **ARTICLE 3 – DISTRIBUTION OF THE SERVICES BY THE ORGANISATION**

**3.1** The Organisation, once it has been duly registered with EDV, shall be authorised to distribute the Services pursuant to these General Conditions of Distribution and EDV's Booking Terms and Conditions to Consumers. The Organisation acknowledges that, except where expressly provided for otherwise (as the case may be in particular for certain additional Services ("add-ons")), the applicable EDV's Booking Terms and Conditions are determined based on the date of the start of the performance of the Services and are revised for each new Season. The Organisation accepts the application of the relevant EDV's Booking Terms and Conditions for bookings made under these General Conditions of Distribution. In the event of any conflicting provisions between these General Conditions of Distribution and EDV's Booking Terms and Conditions, these provisions prevail between EDV and the Organisation.

**3.2** The distribution of the Services may only be made from the Points of Sales that have been previously declared by the Organisation to EDV. As a consequence, for each Point of Sales and before each sale from such Point of Sales, the Organisation undertakes to provide EDV by post or by e-mail at the address communicated by EDV) with the following information: the commercial name of the Point of Sale, its address, its telephone number, or e-mail address, its CRC number, its Internal Member code, its VAT number, as well as the name and e-mail (if different from the Point of Sales' e-mail) of its legal representative. Such information shall be kept up to date at all times.

**3.3** Pursuant to these General Conditions of Distribution, EDV gives the Organisation a mandate to distribute the Services in compliance with the instructions communicated by EDV, in particular at the prices and conditions set by EDV.

The selling prices of Services towards Consumers are set forth in EDV's Brochures, on the [www.disneylandparis.com](http://www.disneylandparis.com) website and/or on the Websites, or may be communicated separately by EDV. It is understood that EDV reserves the right to modify without prior notice the selling prices of the Services at any time and at its sole discretion.

The Organisation shall inform the Consumers of the booking terms and conditions applicable to the Services, as set by EDV, at the latest at the time of booking of the Services and shall clearly indicate to Consumers that any booking involves the acceptance of the applicable booking terms and conditions.

**3.4** The Organisation shall only sell pursuant to these General Conditions of Distribution the Services that are available on the Websites, in EDV's Brochures or otherwise communicated by EDV.

The Organisation shall not (i) influence its clientele in not buying, or refuse to sell, any one of the Services and/or, (ii) offer the Services as part of any "give-away", premium, prize or lottery of any kind or nature whatsoever, without EDV's prior written consent.

**3.5** The Organisation shall promote and offer for sale the Services only within the Territory.

The Organisation shall refrain from (i) actively promoting, advertising or selling the Services outside the Territory, (ii) establishing any office, branch or other facility for the promotion, advertising or sale

of the Services outside the Territory and (iii) entering into any arrangements or agreements, of any kind whatsoever, with any company, business, person or any third party, thereby permitting such company, business or person to promote, advertise or sell the Services, including within the Territory, without EDV's prior written approval.

It is specified that the provisions of this Article 3.5 shall in no way prevent the Organisation from selling the Services in the Territory to any Consumer, irrespective of the Consumer's nationality or whether her or his place of residence is inside or outside of the Territory (authorization of passive selling).

- 3.6** It is understood that nothing in these General Conditions of Distribution shall be construed as granting the Organisation any exclusivity whatsoever regarding the distribution, the sale and the promotion of the Services. EDV shall therefore not, in any manner, be prevented from (i) promoting, offering for sale and selling Services, whether individually or as group services or travel packages to any clientele, including but not limited to travel agents or directly to the Consumers, (ii) from entering into any agreements with competing retail networks or any other person or entity (iii) from establishing sales points and branch offices inside and outside Territory.

#### **ARTICLE 4 - INTEGRATION OF SERVICES IN A PACKAGE ORGANISED BY THE ORGANISATION**

Without prejudice to the provisions of Article 3 hereinabove, the Organisation may include the Services in a package within the meaning of the applicable package travel and linked travel arrangements regulations.

In that case, the Organisation will be responsible towards the Consumers as the organiser of this new package in accordance with such regulations.

No later than October 31<sup>st</sup> of each year, the Organisation shall notify to EDV the breakdown of the total turnover all taxes included of all sales of Services with arrival dates during the period from October 1<sup>st</sup> of year N-1 up to and including September 30<sup>th</sup> of year N that it carried out as an organiser as defined in this Article, on the one hand, and that it performed as a distributor on behalf of EDV, on the other hand. The Organisation will provide such information on a quarterly basis upon request from EDV.

EDV may also request the Organisation to specify whether the Services contained in a specific booking have been included in a package organised by the Organisation within the meaning of this Article, which the Organisation undertakes to specify without delay.

#### **ARTICLE 5 – OBLIGATION TO INFORM**

- 5.1** The Organisation acknowledges and accepts the conditions and restrictions defined in paragraph 5.2 hereinafter and it shall provide them to each potential Consumer in a clear and complete manner by all appropriate means prior to any booking of Services.
- 5.2** Depending on the nature of the Services, the Organisation shall communicate to each potential Consumer the following information:
- (i) the detailed description of the Services, including in particular the applicable restrictions and recommendations, as well as applicable booking terms and conditions and any other relevant information pertaining to Disneyland® Paris;
  - (ii) on request of Consumers a copy of EDV's Brochure in force at the time of request or, if impossible, indications of where it can be obtained;
  - (iii) any other information that EDV deems appropriate and that EDV requests the Organisation to provide to the Consumers prior to or at the time of booking.

Before collecting Personal Data that the Organisation intends to transfer to EDV it shall also communicate to each potential Consumer the information provided in the "Personal Information" section of the then enforce EDV's Booking Terms and Conditions.

- 5.3** EDV shall provide, upon the Organisation's request general information, conditions and restrictions applicable to disabled Guests.
- 5.4** The Organisation shall ensure that any Consumer booking any of the Services has been duly informed of his/her obligation, and has committed to comply with all internal regulations in force at Disneyland® Paris and all instructions or notices set forth in EDV's Brochure, on the [www.disneylandparis.com](http://www.disneylandparis.com) website or in any other document issued by EDV.
- 5.5** In the event EDV makes available its Brochures to the Organisation, the Organisation undertakes to have EDV's Brochures prominently racked on the counter at each of the Points of Sales premises. EDV may also provide the Organisation with its Brochures under electronic format, in which case Organisation shall be responsible for ensuring these are easily accessible to the Consumers.

## **ARTICLE 6 – RESERVATIONS – MODIFICATIONS - CANCELLATIONS**

### **6.1 Registration of reservations, modifications, cancellations – Website access security**

The Organisation shall book Services either directly on the relevant Website or through DLP Call Centre, except for the Tickets which are only available for on-line bookings on the Ticket Website.

The bookings of Services shall be made within the time limits set forth in EDV's Booking Terms and Conditions. A Confirmation Letter containing a booking number shall be communicated by EDV to the Organisation on a durable medium.

The Organisation shall either communicate the Confirmation Letters to the Consumers concerned or include the content thereof in its own travel contracts in accordance with applicable regulations.

Bookings made on the Websites accepted by EDV will be confirmed to the Organisation by means of a Confirmation Letter in electronic format.

Any booking, modification and cancellation of Services shall be made by the Organisation in compliance with these General Conditions of Distribution and EDV's Booking Terms and Conditions. EDV shall not be held responsible for bookings, modifications and cancellations made by unauthorised persons apparently acting on behalf of Organisation or its affiliates.

In order to access the Websites, the Organisation may:

- either, establish an access from its intranet website(s), by proceeding, under its responsibility and by means of the login(s) and password(s) communicated at the time of its registration with EDV, with the integration on its intranet website(s) of a Single Sign-On link towards the Websites, as well as towards the B2B Portal if applicable;
- or, access directly from Internet to the Websites, as well as, where applicable, to the B2B Portal, by identifying itself with the login(s) and password(s) provided by EDV.

The Organisation shall be fully liable to secure such personal login(s) and password(s) and to request new login(s), and password(s) immediately upon change of staff within the Organisation. The procedures for the creation, securitisation and modification of logins and passwords are available on the Websites.

The Organisation represents and warrants that it will strictly comply with the security rules set forth in that procedure. Therefore, it shall be fully liable for all fraudulent use of logins and relating passwords and for any consequences where they result from the Organisation's failure to comply with this procedure.

### **6.2 Specific Booking Conditions for Services excluding Tickets**

In the event of a limited Hotel availability on certain dates and/or at specific prices in one or more Hotels, EDV shall be entitled to close out access to the inventory of available Hotel rooms, rates and/or other special prices and to refuse new bookings for such dates and/or such specific prices in order to optimise the management of the remaining Hotel availabilities and to avoid among other, the risks of overbooking. In such event, it may occur that the last Hotel rooms/rates will only be available for bookings by EDV through its direct sales channels.

Availability is determined on the day EDV receives a booking request.

Special offers, whether or not set forth in EDV's Brochures, may be booked subject to the availability of promotional tariffs. It is understood that the benefit from any such special offers shall be expressly requested by quoting the name of the special offer at the time of booking. Failure to do so will result in the special offer price not being applied and in EDV invoicing the regular price.

#### Provision of the Services to Consumers

To obtain the Services at their arrival at the Hotel, Consumers must present either the Confirmation Letter that they received, or Vouchers that they have received.

In the event the Organisation provided the Consumer with its own travel contract, the Services excluding Tickets booked pursuant to these General Conditions of Distribution shall give rise to the issuance by the Organisation of Vouchers pursuant the following provisions:

Vouchers shall include the following information:

- a) description of Services booked including type and quantity;
- b) number of recipients and their names;
- c) number of adults (12 years and over), children (3 - 11 years) and, as the case may be, infants (under 3 years);
- d) age of children and infants, if any, the on date of arrival;
- e) dates of arrival at the Hotel and departure from the Hotel;
- f) name of the Hotel;
- g) number and types of rooms;
- h) number of nights;
- i) options that may have been booked;
- j) any special requests (not guaranteed);
- k) name of special or promotional offer, if applicable;
- l) public price of Services (except for the Services that are included in a package organised by the Organisation);
- m) the Organisation's and EDV booking numbers;
- n) the name of the Organisation or, as the case may be, the issuing Point of Sales.

Any Voucher appearing as being issued by the Organisation that meets the above-mentioned requirements shall be considered as valid for EDV. Therefore, EDV shall not be held responsible for having accepted Vouchers issued by unauthorised persons apparently acting on behalf of the Organisation.

It is expressly understood that EDV will have no obligation other than to supply the Services mentioned on Vouchers to the persons presenting such Vouchers. Consequently, in case of discrepancy between Services mentioned on the Vouchers and Services booked, EDV shall be entitled to invoice such Services mentioned on the Vouchers to the Organisation in addition to Services booked.

### **6.3 Specific Booking Conditions for Tickets**

The Organisation shall book the Tickets on the relevant Website. The Organisation shall be solely and fully liable to print all Tickets, whether they are Tickets that provide direct access to the Services or vouchers to be exchanged, from the Websites and to deliver them to the Consumers in a timely manner.

The Organisation shall be fully responsible for ensuring that the printed Tickets are fully legible and of good printing quality and that each Ticket is printed only once. Tickets presented which are illegible, for any reason whatsoever (bar or number code illegible or not functioning), as well as any Ticket that has already been used for the same Service, shall result in the corresponding Service not being provided and the Consumers being redirected to the Organisation. The Organisation shall be responsible for informing the Consumers that a valid photo identification document will be requested for use of all Tickets and that all Tickets that are illegible, damaged, copied, torn, modified or otherwise amended, or that have already been used for the same

service, shall result in the corresponding Service not being provided. The Organisation shall be solely responsible for all fraudulent use of the Organisation's printing system and shall pay EDV the price of Tickets fraudulently printed on such printing system.

## **ARTICLE 7 – REMUNERATION**

- 7.1 As full payment for the activity of distribution of the Services to the Consumers under these General Conditions of Distribution, the Organisation shall receive a Commission calculated on the selling price of the Services to Consumers including VAT and excluding any other taxes (local hotel occupancy taxes, etc...) as detailed hereafter :

Services excluding Tickets	9%
Dated and non-dated Tickets to the Disney® Park(s) (excluding Tickets for special events)	9%
Tickets for special events/shows (*)	9%

(\*) as proposed for sales in EDV's Brochure and/or on the Websites

**It is expressly stated that no Commission shall apply to Services or parts of Services that are expressly identified as being subject to no Commission. Consequently, the selling price to Consumers of these Services or parts of Services, as the case may be, shall be excluded from the calculation of the Commission.**

Applicable Commission rates for Services excluding Tickets are based on the date of start of the Services.

EDV reserves the right to modify the Commission rates set out in the above table, subject to the issuance of new General Conditions of Distribution which will substitute these General Conditions of Distribution and must be accepted by the Organisation prior to any new booking for the period of application of the new rates.

- 7.2 Commission amounts shall be deducted by EDV from amounts to be received pursuant to these General Conditions of Distribution.
- 7.3 Commissions shall not apply to Services that are cancelled or reimbursed. When the Services are partially cancelled or reimbursed, the Commission only applies to amounts corresponding to the part of said Services that have not been cancelled or reimbursed and to cancellation fee amounts invoiced by EDV in accordance with EDV's Booking Terms and Conditions.

## **ARTICLE 8 – INVOICING AND PAYMENTS**

### **8.1 Invoicing and payment of the Services**

- 8.1.1 The Organisation shall invoice the Consumer booking the Services for the full amount of the booking and shall collect monies on behalf of EDV within the appropriate timeline to secure effective payment from Consumers when monies become due to EDV as specified hereinafter (which for the sake of clarification includes potential cancellation or modification charges when they become payable to EDV as stated in Article 8.1.2 below). The Organisation shall then pay to EDV amounts corresponding to the sale of the Services and that are due by Consumers with deduction of the Commission. All such payments shall be made to EDV by Organisation in accordance with the terms and conditions applicable to bookings made by consumers directly with EDV as such are displayed on the [www.disneylandparis.com](http://www.disneylandparis.com) website. It is specified that any payment on the Websites shall be made under the same conditions as payments that are made on the [www.disneylandparis.com](http://www.disneylandparis.com) website pursuant to EDV's Booking Terms and Conditions. Notwithstanding the foregoing, any payment from the Organisation with DLP Call Centre shall be made by credit card. All payments from the Organisation must be made by the Organisation using its own means of payment.

- 8.1.2 Payment of fees due and corresponding to cancellations or alterations of bookings made by the Organisation at the Consumer's request shall be charged in accordance with EDV's Booking Terms and Conditions and any partial refund resulting from an alteration of a booking by EDV shall also be made pursuant to EDV's Booking Terms and Conditions.
- 8.1.3 EDV shall send to the Organisation invoices indicating amounts after deduction of the Commission that have been effectively paid by the Organisation and corresponding to the Services booked and sold by the Organisation under these General Conditions of Distribution.
- 8.1.4 In the event of any dysfunction with the collection of payments or any non-compliance with the payment terms and conditions, EDV shall demand from the Organisation immediate payment of the full amount remaining due, by any and all means enabling the recovery of such amounts; such payments must be sent to EDV's Accounting Department at the address indicated on the invoice.

## **8.2 Disputes and payment incidents**

- 8.2.1 In the event of a disagreement concerning any amounts requested or invoiced pursuant to these General Conditions of Distribution, the claimant shall confirm in writing to the invoicing Party, at the latest fifteen (15) days from the invoice date, the exact reasons for its claim, as well as any appropriate justification. The invoicing Party shall reply to such claim at its earliest opportunity.
- 8.2.2 All amounts remaining unpaid pursuant to the conditions set forth herein, excluding those disputed as set forth above, shall be subject to a late payment penalty at the European Central Bank's latest refinancing, increased by ten (10) points of percentage and automatically calculated as of the due date 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 debtor shall be liable to pay this penalty without any prior notice being required.
- Furthermore, except in the event of receivership, compulsory liquidation or any other similar proceeding prohibiting payment on the date the Services were booked, any delayed payment shall also give rise to the obligation for the debtor to pay the other Party a fixed amount of Eur 40 for recovery costs of unpaid amounts. Such other Party shall however have the right to claim complementary compensation where it justifies that recovery costs exposed are higher.

## **ARTICLE 9 – PROMOTION AND INTELLECTUAL PROPERTY**

- 9.1 All use of Disney® Elements as well as, all advertising and/or promotional materials used by the Organisation to promote the Services or referring thereto for whatever reason, shall be prepared in compliance with the guidelines communicated by EDV and shall be subject to the express prior written authorisation of EDV pursuant to the conditions hereinafter. It is specified that promotional and/or advertising materials containing Disney® Elements consisting of physical goods, such as "goodies" or equivalent (excluding paper or print materials) are subject to specific conditions of approval, in particular concerning their production sites, hence requiring the Organisation to contact EDV prior to making any decision relating to the manufacturing of such type of materials.
- 9.2 Unless expressly agreed otherwise in writing, the Organisation undertakes to send to EDV a copy of the make-up of any such materials for authorisation at least 30 (thirty) days prior to the publication or release date of such materials, thereby indicating the media, duration and context of the use considered.

EDV shall have fourteen (14) days following receipt to confirm its agreement or its disagreement, in which case it will communicate to the Organisation the corrections that are necessary for the make-up to be approved, it being understood that (i) any reviewed make-up will have to be resubmitted for approval, (ii) EDV reserves the right to refuse its agreement at its sole discretion and (iii) the absence of response by EDV shall neither be deemed as an approval nor as authorisation.



- 9.3** In the event authorisation from EDV is obtained, the Organisation agrees that the authorisation granted is valid only (i) for the media specified, (ii) with the requested corrections and (iii) for the duration for which the authorisation was granted. In the event the Organisation wishes to re-use the materials previously authorised by EDV, a new approval must be obtained from EDV according to the procedure set forth hereinabove.
- 9.4** The Organisation shall not associate EDV and/or Disneyland® Paris, their products and/or images, with any other company, its products or its image, whether in connection with the promotion of the Services or with any other advertising or promotional activity without EDV's express prior written approval, which EDV reserves the right to accept or refuse at its sole discretion.
- 9.5** The Organisation shall acquire, by virtue of these General Conditions of Distribution or otherwise, no ownership rights on the Disney® Elements and no right to use the Disney® Elements other than those expressly authorised pursuant to these General Conditions of Distribution or any other written agreement from EDV and/or Euro Disney Associés S.A.S.. Consequently, the Organisation shall refrain from using, and shall undertake not to authorise any third party to use, the Disney® Elements otherwise than as specified in these General Conditions of Distribution, in whatever context and for whatever purpose, including but not limited to those relating to any advertising, publicity or promotion or associating EDV or Euro Disney Associés S.A.S. with the Organisation or its activities, whether in an express or in an implied manner.  
The provisions of this Article 9.5 shall survive the expiration or sooner termination of these General Conditions of Distribution.
- 9.6** If the Organisation fails to comply with the provisions set out in this Article 9 and/or in Article 10 hereinafter or otherwise fails to comply with standards, guidance and requests communicated by EDV from time to time in relation thereto, EDV may serve a notice of a breach requiring the Organisation, where breach is capable of being remedied, to remedy the breach within five calendar days, unless otherwise agreed by the Parties, and take all necessary steps to mitigate its adverse consequences including but not limited to reputational damage or any loss that EDV may suffer as a result of such breach. In the event that (i) it is not possible to remedy the identified breach, (ii) the notice that was served remains in whole or in part without effect or (iii) the Organisation commits any other breach contemplated in this Article 9.6 after being served notice pursuant to this Article 9.6, EDV may, at its sole discretion, without any other formality whatsoever and without prejudice to any of its other contractual or statutory rights, cancel the marketing Growth Sales Fund or reduce the marketing spend allocated to the Organisation. Any instances described in this Article 9.6 amount to a default and EDV may terminate the Contract with immediate effect in its sole discretion in accordance with Article 19.2.2 (i) hereinafter.
- 9.7** EDV, its parent company and their affiliated and related companies may use the Organisation's trademarks and/or trading name in the context of the promotional and advertising activities of Disneyland® Paris after obtaining the Organisation's prior approval.

## **ARTICLE 10 – PROMOTION AND SALE ON WEB SITES**

- 10.1** Sale and promotion on Internet means any sales and promotions that are carried out via the Internet or any website or mobile application, such as applications for Smartphones or Tablets.
- 10.2** Any sale or promotion of Services on Internet requires EDV's prior written approval, which EDV may provide at its sole discretion. To this effect, the Organisation shall complete a request form under the format set forth in Schedule 1 and send it to EDV for approval as indicated in such Schedule.
- 10.3** The Organisation undertakes:
- (i) not to promote or sell the Services, by any means whatsoever, on any web site or application using the Internet technology without EDV's prior written approval;
  - (ii) to meet the terms of Article 9 hereinabove prior to any promotion and/or sale of the Services on web sites or applications;

- (iii) to meet its obligations under these General Conditions of Distribution, including but not limited to Article 5 entitled "Obligation to Inform", when promoting or selling Services on Internet.
- (iv) to promote and sell the Services only on web sites or Internet applications specifically targeted at consumers inside the Territory.

## **ARTICLE 11 – COMPLAINTS**

- 11.1** In the event the Organisation receives complaints from Consumers on the performance of the Services booked through its intermediary, the Organisation shall handle such complaint pursuant to EDV's Booking Terms and Conditions in connection with EDV's Guest Communication Department.
- 11.2** It is agreed that all complaints must be accompanied with proper justification and shall clearly indicate the following details:
- (i) the name of the Consumer(s) concerned;
  - (ii) the date of beginning of the stay at Disneyland® Paris;
  - (iii) the duration of the stay;
  - (iv) the type of Services booked, specifying whether or not such Services have been included in a package organised by the Organisation pursuant to the terms of Article 4 hereinabove ;
  - (v) the reservation date;
  - (vi) EDV's reservation number.
- 11.3** In the event that a complaint is communicated by the Organisation to EDV with an undue delay:
- EDV reserves the right to seek compensation from the Organisation for damages resulting from such late transmission where EDV acts as the organiser of the package towards Consumers; and
  - EDV reserves the right not to handle the complaint where the Organisation acts as an organiser under the conditions set out in Article 4.
- 11.4** Subject to the conditions of Article 11.3 hereinabove, EDV shall assess the complaint and provide the Organisation with a response within ten (10) days from receipt of the complaint. In the event additional research is required, EDV shall inform the Organisation before expiry of this ten (10) day period.
- 11.5** Any decision relating to any possible compensation, including the amount that may be granted to the Consumer shall be confirmed to the Organisation in writing and the corresponding amount shall be sent to the Organisation for payment to the Consumer. It is expressly understood that the Organisation shall not deduct any amounts relating to compensation from amounts due to EDV.
- 11.6** It is expressly understood that EDV shall have no obligation under any circumstances to honour any compensation already proposed or granted by the Organisation to Consumers at its own initiative.

## **ARTICLE 12 – CONFIDENTIALITY**

- 12.1** The Parties may have access to proprietary, confidential or unreleased documents and/or information relating to the other Party's activity, both during and after the performance of these General Conditions of Distribution.
- 12.2** The Parties shall not, except for the purposes of the proper performance of the obligations provided herein, use, publish, or release any fact or information regarding the other Party, which came to its knowledge on the occasion of these General Conditions of Distribution, including the provisions of these General Conditions of Distribution, without the other Party's prior written approval, which such other Party may withhold at its sole and entire discretion.
- 12.3** The terms of this Article shall subsist after the expiration or termination of these General Conditions of Distribution between the Parties, for whatever reason.

## **ARTICLE 13 – PERSONAL DATA**

The Organisation Processes Personal Data within the scope of its own commercial activity and for its own purposes including in particular management of reservations of several tourist and/or leisure services that it may commercialize on its own behalf and/or on behalf of other professionals, including EDV.

In the context of these General Conditions of Distribution, the Organisation will transfer to EDV Personal Data which EDV will Process on its own behalf and in particular for the purposes of the management of reservations of the Services as well as any other activity associated with such management and the provision of the Services by EDV or its service providers.

In doing so, the Parties acknowledge that they act, each and separately, as a Controller for their own Personal Data Processing activities. As such, the Parties undertake to comply with their respective obligations under the Personal Data Protection Laws.

The Parties also acknowledge that no Personal Data is or will be treated by either Party on behalf of the other Party. If, during the term of these General Conditions of Distribution, one of the Parties considers that it is Processing, or the other Party is Processing, Personal Data as a Processor on behalf of the other Party, it shall promptly inform the other Party, and the Parties shall discuss in good faith the conclusion of an addendum to these General Conditions of Distribution covering the Personal Data Processing in accordance with the requirements of the Personal Data Protection Laws.

The Organisation undertakes to transmit Personal Data only via the secured means of data transmission provided for in these General Conditions of Distribution or expressly otherwise agreed upon with EDV.

## **ARTICLE 14 – FORCE MAJEURE**

If the performance by either Party of its obligations under these General Conditions of Distribution is delayed or prevented, in whole or in part, by any Force Majeure, the Party thus prevented shall be excused, discharged and released from performance hereof to the extent such performance or obligation is limited or prevented by such occurrence, without liability of any kind.

The affected Party shall give the other Party notice of the occurrence of an event of a Force Majeure within ten (10) days of the occurrence of such event. Within ten (10) days following such notice, the affected Party shall give the other Party reasonable evidence that such event constitutes an event of Force Majeure, and together with an estimate of the expected duration thereof and it shall notify the other within ten (10) days following the date on which any Force Majeure terminates.

## **ARTICLE 15 – REPRESENTATION, WARRANTY, INSURANCE AND INDEMNIFICATION**

**15.1** Each Party represents and warrants that it is not in any way prevented or restricted, either by law, contract or otherwise from entering into these General Distribution Terms and Conditions. Each Party also represents and warrants that it fulfils all regulations and legal requirements for the exercise of its activities, in particular all requirements of the EU Directive 2015/2302 relating to package travel and linked travel arrangements as implemented into local laws. Each Party represents and warrants that it has subscribed and maintains for the duration of these General Conditions of Distribution with any well-known solvent insurance company all compulsory and useful insurance policies in sufficient amounts to cover its professional responsibility (including but not limited to insurance of its contractual obligations). Each Party shall communicate to the other Party the relevant insurance certificate(s) if so requested.

**15.2** Each Party agrees, represents and warrants to conduct all of its activities relating to these General Conditions of Distribution, in accordance with any and all applicable Laws.

**“Laws”** means applicable laws, rules and regulations, including without limitation, local and national laws, rules and regulations, treaties, and other legal obligations pertaining to these General Conditions of Distribution and to any of its activities under these General Conditions of Distribution, including without limitation, those applicable to any tax, consumer and/or product safety, data privacy and the privacy and protection of personally identifiable information, the protection of minors, employees, and the environment, the United States Foreign Corrupt Practices Act of 1977 and any amendments thereto (and any local or foreign equivalent), trade restrictions (i.e., customs, export and import controls, sanctions and embargoes) including United States trade restrictions, and the manufacture, pricing, sale or distribution of the Services.

- 15.3** In the event EDV's Brochures are made available, the Organisation shall act as a depository for such as of their delivery. Organisation shall, therefore, be liable for and hold EDV harmless for loss, theft or any damage to EDV's Brochures of any nature whatsoever including but not limited to fire, flood, storms, explosions, accidents....
- 15.4** Each Party shall indemnify and hold harmless the other Party from any and all claims, liabilities, losses, damages, actions, costs and expenses of any nature arising from or connected with its acts and omissions or those of its agents and/or representatives, it being understood that these terms remain into effect after termination or expiration of these General Conditions of Distribution, for whatever reason.

#### **ARTICLE 16 – NOTIFICATIONS**

- 16.1** Unless otherwise provided for herein, any notices which either Party is obligated or wishes to give to the other Party pursuant to these General Conditions of Distribution shall be made in writing in English and shall be delivered either personally, in exchange for a receipt, by registered mail, or by e-mail with return receipt, to the following address:

**For EDV:** Euro Disney Vacances S.A.S., P.O. Box 100, F-77777 Marne-la-Vallée Cedex 4, France, for the attention of the Sales Division with a copy to the Legal Department at the e-mail addresses communicated by EDV.

**For Organisation:** at the e-mail or postal address provided when registering with EDV, when making a booking or otherwise communicated.

- 16.2** Notice will be considered to have been received on the date it is received personally, or on the date of presentation mentioned on the return receipt. In the event receipt of a registered mail is not returned, notice will be considered to have been received five (5) days after the registered mail has been sent.

#### **ARTICLE 17 – ASSIGNMENT – TRANSFER**

EDV accepts that the Organisation may act on its behalf under these General Conditions of Distribution, and, in particular, consents to the Organisation the rights set forth in Article 9 for the promotion of the Services in consideration of the management of the Organisation as it was declared at the time of registration with EDV. As a consequence, these General Conditions of Distribution are entered into by EDV on an *“intuitu personae”* basis and the Organisation undertakes not to assign, transfer or grant its rights and obligations under these General Conditions of Distribution to any third party without the prior written consent of EDV, which EDV may refuse at its sole and entire discretion, including where such assignment results in particular but not only from a merger, take-over, restructuring or otherwise or where it induces a change of control of the Organisation.

## **ARTICLE 18 – RELATIONSHIP BETWEEN THE PARTIES**

These General Conditions of Distribution may in no event, whether by express or implied terms, be interpreted as forming an association or partnership between the Parties.

## **ARTICLE 19 – TERM AND TERMINATION**

### **19.1 Term**

Subject to the provisions of Article 20 hereinafter, these General Conditions of Distribution shall enter into force between the Parties on the Date of Effect until terminated by either Party by giving a minimum of 3 months prior written notice.

### **19.2 Termination for default**

19.2.1 These General Conditions of Distribution may be terminated by either Party at any time in the event of non-performance and/or violation by the other Party of any of its obligations under these General Conditions of Distribution following a formal written notice to cure such non-performance and/or violation, which remained without effect, in part or in whole, for at least thirty (30) days.

19.2.2 These General Conditions of Distribution may also be terminated immediately, on simple written notice without any other formality whatsoever:

- (i) by EDV, in the event of breach by the Organisation of its obligations under Articles 9 and 10 relating to the use of EDV's intellectual property rights or to the sale and promotion of the Services on the Internet ;
- (ii) by EDV, in the event of any assignment or transfer by the Organisation of the benefit of these General Conditions of Distribution in breach of the provisions of Article 17 hereinabove; and/or
- (iii) subject to any conditions or restrictions under applicable law, by either Party, in the event of the opening of an insolvency proceeding against the other Party (judicial liquidation, administration, safeguard, conciliation, etc.)
- (iv) by either Party, in the event of suspension or withdrawal / revocation of administrative authorisations enabling the other Party to exercise its activity under these General Conditions of Distribution, in particular authorisations required for the exercise of its activity relating to the sale of holiday packages.

19.2.3 It is understood that the Party that is authorised to terminate the General Conditions of Distribution in accordance with the terms of this Article 19.2 may decide, subject always to the formal requirements of this Article 19.2, to partially or totally terminate these General Conditions of Distribution, or to temporarily suspend them in whole or in part, or to suspend them and then, if suspension is not an effective remedy, terminate them, depending on what it deems to be the most appropriate measure in the situation giving rise to the application of this Article 19.2.

**19.3** The suspension or termination of these General Conditions of Distribution between the Parties, for any reason whatsoever in accordance with article 19.2, shall not give rise to any rights to compensation of any kind to the benefit of either Party.

## **ARTICLE 20 – MODIFICATIONS – UPDATES – NON-WAIVER**

These General Conditions of Distribution may be amended or updated by EDV from time to time at its convenience. Any revised, amended or updated version substitutes the preceding version as of its date of effect. Such revised, amended or updated version shall be communicated to the Organisation, which shall accept it prior to any booking, sale or promotion of Services as of the specified date of effect. In the event the Organisation refuses the new version or updates, these General Conditions of Distribution shall automatically cease to apply between the Parties.

The failure by either Party to exercise or delay in exercising a right or remedy under these General Conditions of Distribution shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies.

The waiver by either Party in respect of a breach of a provision of these General Conditions of Distribution by the other Party shall not be interpreted as a waiver of any other breach.

**ARTICLE 21 – SEVERABILITY**

Should any provision of these General Conditions of Distribution be declared void, illegal or otherwise unenforceable by any competent authority or indications of the same be received by either Party from any relevant competent authority, the remaining provisions of these General Conditions of Distribution shall remain in full force and effect.

**ARTICLE 22 – APPLICABLE LAW – JURISDICTION**

These General Conditions of Distribution shall be governed by French law.

ANY DISPUTE BETWEEN THE PARTIES RELATING TO THESE GENERAL CONDITIONS OF DISTRIBUTION WILL BE WITHIN THE EXCLUSIVE JURISDICTION OF THE COURTS OF PARIS.

**SCHEDULE 1**

**Request form for publishing Disneyland Paris services  
On-line on the website**

All requests must be sent by mail or e-mail to your usual marketing contact person within Disneyland® Paris

**IMPORTANT:**

- Prior to publishing any content on-line on any web site, you must obtain on this request form prior written authorization from Euro Disney Associes S.A.S. or Euro Disney Vacances S.A.S. Such written authorization provided by Euro Disney Associes S.A.S. or Euro Disney Vacances S.A.S. is nominative.

**Information on requestor (to be completed by the requestor)**

Date of Request: \_\_\_\_ / \_\_\_\_ / \_\_\_\_      Company Name: \_\_\_\_\_  
 Company's Activity: \_\_\_\_\_      Name of the contact: \_\_\_\_\_  
 Name & signature of authorized person: \_\_\_\_\_  
 Email Address: \_\_\_\_\_      Postal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Zip Code: \_\_\_\_\_      City: \_\_\_\_\_      Country: \_\_\_\_\_  
 Tel.: \_\_\_\_\_      e-mail: \_\_\_\_\_

Do you have a signed sales contract with Euro Disney Associes S.A.S. / Euro Disney Vacances S.A.S? Yes   
 No

If yes, when does this contract expire? \_\_\_\_ / \_\_\_\_ / \_\_\_\_

- List the Disneyland® Paris Services you wish to publish on-line / promote on Internet:

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
 \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
 \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

- List the Internet websites/applications (URL, name or means of access) on which you wish to publish the Disneyland® Paris services and the duration during which they are on-line:

_____ /	from	____ / ____ / ____	to	____ / ____ / ____
_____ /	from	____ / ____ / ____	to	____ / ____ / ____
_____ /	from	____ / ____ / ____	to	____ / ____ / ____
_____ /	from	____ / ____ / ____	to	____ / ____ / ____
_____ /	from	____ / ____ / ____	to	____ / ____ / ____
_____ /	from	____ / ____ / ____	to	____ / ____ / ____

**Approval on the request (to be completed by Disneyland® Paris)**

Name & signature of authorized person: \_\_\_\_\_  
 Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
 Remarks: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

*(THE SERVICES, WEB SITES OR APPLICATIONS, DATAND ON-LINE DURATIONS ON THE WEB WILL BE MODIFIED /CROSSED OUT ON THIS DOCUMENT BY EURO DISNEY ASSOCIES S.A.S. / EURO DISNEY VACANCES S.A.S SHOULD THEY NOT BE APPROVED AS ORIGINALLY REQUESTED BY THE REQUESTOR)*