

<p style="text-align: center;">General Terms and Conditions of Distribution of Disneyland® Paris Services (incl. Holiday Packages)</p>

Revision date: October 1st, 2023

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 at 1 rond-point d'Isigny, 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 to 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 Disney 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 Affiliate**” means any entity directly or indirectly controlling or controlled by or under common control with EDV or Euro Disney Associés S.A.S., where “control” is defined as the ownership of at least fifty percent (50%) of the equity or beneficial interests of such entity, and any

other entity with respect to which EDV, Euro Disney Associés S.A.S. or any such Affiliate has significant management or operational responsibility (even though they may own less than 50% of the equity of such entity).

- **"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 owned by 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.
- **"Disney Services"** means all services provided by EDV hereunder and listed in Article 2 hereinafter.
- **"Disneyland® Paris"** means the resort located at Marne-la-Vallée in France including the Disney® Parks, the Disney® hotels, the Disney® convention centers and the recreational and leisure complex known as Disney® Village.
- **"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 EDV's Documentation and/or on the Websites.
- **"EDV's Documentation"** means any documentation published by EDV, under the Disneyland® Paris brand, on paper and/or under an electronic format, and intended for use by Consumers that describes, promotes or otherwise provides information about Disneyland Paris or the Disney 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 owned and operated by the Euro Disney group and hotels operated by third parties located nearby that are offered for sale by EDV.
- **"Organisation"** means the company carrying on business as a travel agent that has been registered with EDV in view of booking and distributing the Disney Services pursuant to these General Conditions of Distribution and that has accepted 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, eCommerce websites or other digital sales channel owned by the Organisation, from which the Organisation offers for sale the Disney Services pursuant to these General Conditions of Distribution.
- **"Seasons"** means tourist seasons as defined by EDV and indicated in EDV's Documentation or, as the case may be, on the www.disneylandparis.com website.
- **"Selling Prices"** means the selling prices of Disney Services to Consumers as set out in EDV's Documentation, on disneylandparis.com or on the Websites or as may be communicated separately by EDV.
- **"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 Disney 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 Disney Services, to the exclusion of Tickets, for exchange against the Disney Services booked.
- **“Websites”** means EDV's business to business websites for bookings of the Disney Services, that are made available to the Organisation following its registration thereon and, in particular the website allowing on-line bookings of Disney Services, to the exclusion of Tickets, at the following address: <https://book.disneylandparis.com/login.aspx?Culture=nl-BE> and the website allowing on-line bookings of Tickets accessible at the following address: <https://www.booktickets.disneylandparis.com/tnsa64/b2b/login.php>

ARTICLE 2 – THE DISNEY SERVICES

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

- holiday packages, including as a minimum 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;
- other holiday or leisure services, such as breakfast, meal plans or other options offered for sale on the occasion of a stay or visit, either sold as an option to a holiday package ("add-ons");
- Tickets to the Disney® Parks;
- other holidays or entertainment services sold separately;
- where appropriate, standalone room nights in the Hotels;
- from time to time, other services or special offers that are not communicated in EDV's Documentation 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 DISNEY SERVICES BY THE ORGANISATION

- 3.1** Subject to its prior registration with EDV, the Organisation is authorised to distribute the Disney Services to Consumers in accordance with these General Conditions of Distribution and EDV's Booking Terms and Conditions. The Organisation acknowledges that, except where expressly provided for otherwise, the applicable EDV's Booking Terms and Conditions are determined based on the date of the start of the performance of the Disney Services and may be revised for each new Season.

In the event of any conflicting provisions between these General Conditions of Distribution and EDV's Booking Terms and Conditions, these General Conditions of Distribution prevail between EDV and the Organisation.

The Organisation shall distribute the Disney Services in strict compliance with the instructions communicated by EDV, in particular at the prices and conditions set by EDV.

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 Disney Services. EDV shall therefore not, in any manner, be prevented from (i) promoting, offering for sale and selling Disney 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.

- 3.2** The Organisation must:

- 3.2.1 promote, advertise and make available Disney Services only under the following terms:

- at the Selling Prices and conditions set by EDV, on the disneylandparis.com website and/or on the Websites, or that may be communicated separately by EDV. It is understood that

- EDV reserves the right to modify without prior notice the Selling Prices of the Disney Services at any time and at its sole discretion;
- (ii) in compliance with Disneyland Paris's prevailing reservation, ordering and fulfilment policies and procedures. EDV may, at any time in its discretion, change its reservation, ordering and fulfilment procedures by giving reasonable prior notice to the Organisation, in particular EDV may amend deposit, payment terms and cancellation fees from time to time on giving the Organisation one month's prior written notice;
 - (iii) in compliance with the instructions communicated by Euro Disney;
 - (iv) only 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;
 - (v) only within the Territory, it being specified that (a) nothing in these General Conditions of Distribution shall prevent the Organisation from selling the Disney Services within the Territory to any Consumer, irrespective of the Consumer's nationality or place of residence inside or outside of the Territory (authorization of passive selling), (b) promotion and sales of Disney Services on internet must only be carried out via web sites or mobile application, such as application for smartphones and tablets, that are specifically targeted at Consumers inside the Territory and (c) the Organisation must refrain from actively promoting, advertising or selling the Disney Services outside the Territory and from establishing any office, branch or other facility for the promotion, advertising or sale of the Disney Services outside the Territory.

3.2.2 clearly and conspicuously, at the latest at the time of booking of the Disney Services, (a) notify the Consumers of the EDV's Booking Terms and Conditions applicable to the Disney Services and of any booking of Disney Services involving the acceptance of such and (b) have all Consumers booking Disney Services confirm that they have read and accepted without reservation the applicable EDV's Booking Terms and Conditions before confirming their booking and making payment;

3.2.3

- (i) not influence its clientele in not buying, or refuse to sell, any one of the Disney Services;
- (ii) not offer the Disney Services as part of any "give-away", premium, prize or lottery of any kind or nature whatsoever, without EDV's prior written consent;
- (iii) not make available for booking any Disney Services for arrival or consumption dates that have not been confirmed by EDV as being on sale.

ARTICLE 4 – ORGANISATION ACTING AS ORGANISERS

4.1 Without prejudice to promoting, advertising and making available Disney Services according to EDV's instructions per Article 3 hereinabove, the Organisation may include the Disney Services in a package within the meaning of the applicable package travel and linked travel arrangements regulations.

In that case, the Organisation will be deemed the organiser of this new package within the meaning of such regulations, irrespective of its obligation to distribute the Disney Services in accordance with EDV's instructions pursuant to these General Conditions of Distribution.

4.2 No later than 31st October of each year, the Organisation shall provide to EDV the breakdown of the total turnover all taxes included of all sales of Disney Services with arrival dates during the period

from October 1st of year N-1 up to and including September 30th of year N that it carried out as an organiser a per Article 4.1, on the one hand, and as a retailer as defined in the applicable package travel and linked travel arrangements regulations, on the other hand. The Organisation will provide such information on a quarterly basis upon request from EDV.

Upon EDV's request in relation to any specific booking that the Organisation has booked, the Organisation shall specify without delay whether Disney Services included in that booking have been sold by the Organisation as an organiser or as a retailer.

ARTICLE 5 – OBLIGATION TO INFORM

5.1 Depending on the nature of the Disney Services, the Organisation undertakes to communicate to each potential Consumer the following information in a clear and complete manner by all appropriate means prior to making any booking of Disney Services:

- (i) the detailed description of the Disney Services, including in particular the applicable restrictions and recommendations and any other relevant information pertaining to Disneyland® Paris as set out in EDV's Documentation or otherwise provided or made available to the Organisation by EDV;
- (ii) on request of Consumers a copy of EDV's Documentation 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;
- (iv) Before collecting Consumers' Personal Data that the Organisation intends to transfer to EDV, the information provided in the "Personal Information" section of the then in force EDV's Booking Terms and Conditions.

5.2 The Organisation shall ensure that all Consumers making a booking understand and accept that they and all members of their party are bound by all internal regulations in force at Disneyland Paris, as well as all instructions or notices set forth in EDV's Documentation, on the disneylandparis.com website or in any other document issued by EDV, and undertake to comply with them.

5.3 In the event EDV makes available materials designed to be displayed in Point of Sales, the Organisation undertakes to have such materials prominently displayed at each Point of Sales.

5.4 EDV shall provide, upon the Organisation's request, general information, conditions and restrictions applicable to disabled Guests.

ARTICLE 6 – BOOKINGS – MODIFICATIONS – CANCELLATIONS

6.1 Registration of bookings, modifications, cancellations – Website access security

Any booking, modification and cancellation of Disney 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 the Organisation or its affiliates.

6.1.1 Booking procedure

The booking of Disney Services must be made either directly on the relevant Website or through DLP Call Centre, except for Tickets which are only available for on-line bookings on the Ticket Website.

The bookings of Disney 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.

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

The Organisation shall be responsible for checking the accuracy of all information contained in the Confirmation Letter with regard to Consumer's request and for providing all such information to Consumers, either by providing Consumers concerned with a copy of the Confirmation Letter or by including the content thereof in its travel contract with the consumer in accordance with the applicable regulations and with EDV's requirements set out in Section 6.2 in relation to Disney Services, to the exclusion of Tickets, and in Section 6.3 in relation to Tickets.

In the event of a discrepancy between Disney Services described in the Confirmation Letter and those booked by Consumers, the Organisation shall notify EDV timely upon receipt of the Confirmation Letter. Failure to do so will result in the Disney Services described in the Confirmation Letter being deemed accurate.

6.1.2 Website Access Security

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 solely responsible for securing such personal login(s) and password(s) and for requesting 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 those procedures. 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 the rules set forth herein.

6.2 Specific Booking Conditions for Disney Services to the exclusion of Tickets

6.2.1 Provision of the Disney Services to Consumers

Requirements relating to booking confirmations issued by the Organisation:

In the event the Organisation provides Consumers with its own travel contracts, the Disney Services booked pursuant to this Article 6.2 shall give rise to the issuance by the Organisation of Vouchers pursuant the following provisions:

Vouchers shall include the following information:

- a) description of Disney 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) Selling Price of Disney Services (except for the Disney Services that are included in a package organised by the Organisation per Article 4.1);
- m) the Organisation's and EDV's booking numbers;
- n) the name of the Organisation and, as the case may be, the issuing Point of Sales.

The Organisation shall ensure that Consumers understand that they will have to present the Confirmation Letter or Vouchers issued by the Organisation upon arrival at their Hotel to be delivered the Disney Services.

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 Disney Services mentioned on Vouchers to the persons presenting such Vouchers. Consequently, in case of discrepancy between Disney Services mentioned on the Vouchers and Disney Services booked, EDV shall be entitled to invoice the Disney Services mentioned on the Vouchers to the Organisation in addition to Disney Services booked.

6.2.2 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.

6.2.3 Special offers, whether or not set forth in EDV's Documentation, 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.

6.3 Specific Booking Conditions for Tickets

The Organisation shall book the Tickets on the Ticket Website and communicate to Consumers Tickets that are edited from the Ticket Website.

The Organisation shall be solely and fully responsible for printing all Tickets, whether they are Tickets that provide direct access to the Disney Services or vouchers to be exchanged, from the Website 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 Disney 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 Disney Service, shall result in the corresponding Disney 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 In consideration of services consisting in promoting and making Disney Services available to Consumers in accordance with these General Conditions of Distribution and as full payment thereof, the Organisation shall receive a Commission calculated on the Selling Price of the Disney Services to Consumers including VAT and excluding any other taxes (local hotel occupancy taxes, etc...) as detailed hereafter:

Disney Services to the exclusion of Tickets	8%
Tickets (to the exclusion of Tickets for special events/shows)	5%
Tickets for special events/shows (*)	5%

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

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

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 Commission rates.

- 7.2** Commission amounts shall be deducted from amounts to be received by EDV pursuant to these General Conditions of Distribution and such deduction shall appear on invoices issued by EDV.
- 7.3** Commissions shall not apply to Disney Services that are cancelled or reimbursed. When the Disney Services are partially cancelled or reimbursed, the Commission only applies to amounts corresponding to the part of said Disney 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 Disney Services

8.1.1 The Organisation shall be responsible for collecting payments from Consumers in compliance with the applicable EDV's Booking Terms and Conditions and shall then pay to EDV such amounts with deduction of the Commission.

All such payments shall be made to EDV by the 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 website, it being specified that any payment on the Websites shall be made under the same conditions as payments that are made on the 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 and not those of Consumers.

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 Disney 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 accepted by EDV 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 Disney 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** The entirety (including the covers, envelopes and all pages) of all publicity, advertising, marketing communications and other material using, mentioning or depicting Disney Services or any Disney® Element shall be prepared in compliance with the guidelines communicated by EDV from time to time and shall be submitted to EDV for approval at least thirty (30) days before the date of intended use or distribution or within such number of days as specified by EDV from time to time setting out the intended media for distribution (including but not limited to online marketing), duration and context, and no such material shall be used unless EDV's specific written approval is obtained, which approval EDV may withhold in its sole discretion. EDV shall confirm in writing to the Organisation whether or not such material is approved, however, if such material is not approved within such twenty (20) day period (or within such number of days as specified by EDV from time to time), it shall be deemed disapproved. If it is approved, approval shall only be valid with necessary correction as may be required by EDV and for the specific media, context and duration communicated with the approval request. Any other use requires another approval as per the above.
- 9.2** 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 within reasonable time prior to making any decision relating to the manufacturing of such type of materials.
- 9.3** 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 Disney 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.
- 9.4** 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 as expressly authorised by EDV, either pursuant to these General Conditions of Distribution or otherwise.
- 9.5** If the Organisation fails to comply with the provisions set out in this Article 9 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 9.5 after being served notice pursuant to this Article 9.5, 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, if. Any instances described in this Article 9.5 amount to a default and EDV may

terminate or suspend the Contract with immediate effect in its sole discretion in accordance with Article 18.2.2 (i) or Article 18.2.3 hereinafter.

- 9.6** 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 (not to be unreasonably withheld).

ARTICLE 10 – COMPLAINTS

- 10.1** In the event the Organisation receives complaints from Consumers on the performance of the Disney Services booked through the Organisation, the Organisation shall handle such complaint pursuant to EDV's Booking Terms and Conditions in connection with EDV's Guest Communication Department.
- 10.2** 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 Disney Services booked;
 - (v) information of whether or not such Disney Services have been included in a package organised by the Organisation pursuant to the terms of Article 4.1 hereinabove
 - (vi) the booking date;
 - (vii) EDV's booking number;
 - (viii) where available, any element facilitating a position in relation to the complaint.
- 10.3** 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 4.1.
- 10.4** Subject to the conditions of Article 10.3 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.
- 10.5** 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 or set off any amounts relating to compensation from amounts due to EDV.
- 10.6** 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.
- 10.7** The Organisation must at its sole cost defend (if so requested by EDV and with counsel selected by EDV), indemnify and hold EDV, all other Disney Affiliates, and the officers, directors, agents, employees and assigns of each of the foregoing, harmless from and against any and all losses, liabilities, claims, suits, judgments, costs and expenses of any nature whatsoever (including, without limitation, attorneys' fees and costs and expenses) arising or resulting from or relating to, directly or indirectly, products or services other than the Disney Services.

ARTICLE 11 – CONFIDENTIALITY

- 11.1 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.
- 11.2 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.

ARTICLE 12 – PERSONAL DATA

- 12.1 The Organisation Processes Personal Data for the performance of its commercial activity and for its own purposes including in particular management of reservations of several tourist and/or leisure services that it makes available to the public, including the Disney Services that are the subject matter of these General Conditions of Distribution.
- 12.2 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 Disney Services as well as any other activity associated with such management and the provision of the Disney Services by EDV or its service providers.
- 12.3 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.
- 12.4 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.
- 12.5 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 and in compliance with the relevant Data Protection Laws.

ARTICLE 13 – 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 14 – REPRESENTATION, WARRANTY, INSURANCE AND INDEMNIFICATION

14.1 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 Conditions of Distribution. 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 any package travel and linked travel arrangements regulations applicable to its activities.

14.2 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.

14.3 Compliance with applicable laws, rules and regulations – Anti-corruption:

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), and French anti-corruption laws, 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 Disney Services.

14.3.1 The Organisation, promoting and distributing the Disney Services on behalf of EDV, represents, warrants and agrees that:

- it has not been convicted of a criminal offense involving fraud, corruption, bribery or dishonesty;
- it is not now, to the best of the Organisation’s knowledge, the subject of any government investigation for such offenses;
- it is not now listed by any government agency as debarred, suspended or otherwise ineligible for government programs;
- neither the Organisation, nor any of its officers or employees will make, offer, authorize, or promise to make, or receive or accept, any payment or transfer of anything of value during the course of performance under these General Conditions of Distribution:
 - (i) to or from any officer, employee or representative of any actual or potential customer of EDV or any of its affiliates; or to or from any officer or employee of EDV or any of its affiliates; or to or from any other person or entity, if any payment or transfer described in this paragraph would violate the laws of the country in which it is made, the laws of the United States of America (including the United States Foreign Corrupt Practices Act of 1977, as amended), the laws of France or other applicable anti-corruption laws ;
 - (ii) to anyone working for a government or a government owned or controlled company or a public international organization; or to any political party, official of a political party or candidate; or to an intermediary for payment to any of the foregoing (the persons and entities referred to in this subparagraph (ii) shall be referred to as “Government Officials”), if such, or any other, payment or transfer of anything of value would violate, the laws of the United States of America (including the United States Foreign Corrupt Practices Act of 1977, as amended) or other applicable anti-corruption laws, or is for purposes of:
 - (a) influencing any act or decision of such Government Official, or
 - (b) inducing such Government Official to do or omit to do any act in violation of the lawful duty of such official, or

(c) inducing such Government Official to use his influence in order to obtain, retain or direct (or assist in obtaining, retaining or directing) business to the Organisation, its parent, or any subsidiary or affiliate thereof.

- It is the intent of the Parties that no payments or transfers of value shall be made that have the purpose or effect of public bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business.

14.3.2 The Organisation further represents, warrants, and agrees that, without EDV's prior written approval, the Organisation is prohibited from making any Facilitating Payment or providing any Business Courtesy in connection with these General Conditions of Distribution or on behalf of EDV. A "Facilitating Payment" is a small value payment made to a Government Official to expedite or secure the performance of routine, or non-discretionary, governmental action, which is ordinarily and commonly performed by a Government Official. A "Business Courtesy" is any benefit provided to anyone outside of EDV free of charge or at a charge less than market value, including but not limited to any gift, payment of travel, meals or lodging expense, entertainment, or offer of employment.

14.3.3 In the event that the Organisation has violated the provisions of clauses 14.3.1 and 14.3.2 of these General Conditions of Distribution, in whole or in part, at EDV's option and sole discretion, these General Conditions of Distribution, as well as any other agreement between the Organisation and EDV, may be terminated by EDV upon notice to the Organisation at any time at EDV's sole discretion following which the Organisation shall be liable to refund to EDV all Commissions perceived for Disney Services rendered in breach of this Article 14.3.3, which EDV shall have the right to set off against any amount remaining due to the Organisation for the performance of these General Conditions of Distribution and shall be in addition to any other remedy provided by law or by contract.

14.3.4 The Organisation agrees to comply fully with all applicable sanctions and export control laws including those of the United States, and those of France.

14.4 In the event EDV's Documentation is made available in physical form for display in Points of Sales, 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 such EDV's Documentation of any nature whatsoever including but not limited to fire, flood, storms, explosions, accidents....

14.5 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.

ARTICLE 15 – NOTIFICATIONS

15.1 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.

- 15.2** 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 16 – ASSIGNMENT – TRANSFER

EDV consents, in particular, to the Organisation the right to promote and distribute the Disney Services pursuant to these General Conditions of Distribution and the rights set forth in Article 9 for the promotion of the Disney 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.

EDV may assign or transfer these General Conditions of Distribution to any Disney Affiliate.

ARTICLE 17 – 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 18 – TERM AND TERMINATION

18.1 Term

Subject to the provisions of Article 19 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.

18.2 Termination for default

18.2.1 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.

18.2.2 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 Article 9 relating to the use of EDV's intellectual property rights;
- (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 16 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.
- (v) The Organisation operates in any way inconsistent (including putting EDV into disrepute) with being associated with EDV.

18.2.3 It is understood that the Party that is authorised to terminate these General Conditions of Distribution in accordance with the terms of this Article 18.2 may decide, subject always to the formal requirements of this Article 18.2, 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 18.2.

18.3 The suspension or termination of these General Conditions of Distribution between the Parties, for any reason whatsoever in accordance with article 18.2, shall not give rise to any rights to compensation of any kind to the benefit of either Party.

18.4 Consequences of expiry or termination

18.4.1 The expiry or termination of these General Conditions of Distribution shall not affect any accrued rights, obligations, remedies or liabilities of the Parties.

18.4.2 Articles 8, 9.4, 10, 11, 14.5, 15, 21 and all other clauses of these General Conditions of Distribution intended either expressly or by implication to survive expiry and termination shall remain in full force and effect.

ARTICLE 19 – MODIFICATIONS – UPDATES – NON-WAIVER

These General Conditions of Distribution are the entire agreement between the Organisation and EDV relating to the subject matter hereof and supersede all prior agreements between the Parties. They 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 Disney 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 20 – 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 21 – 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.