

# GENERAL CONDITIONS OF SERVICE - ORDERS

## Private individuals - 02/12/2019

### 1 • INTRODUCTORY PROVISIONS

Except as otherwise provided for in writing and signed by the parties, these General Conditions of Service (hereinafter the GCS) shall apply in their entirety to any offer of services and to any service on the site of the Grand Parc du Puy du Fou and/or the Cinésénie (hereinafter the Puy du Fou) and/or the surrounding area (hotels), such as access to the Park and the "Cinésénie" show and the organisation of stays, as well as the provision of services associated therewith (hereinafter the Services) sold by SAS GRAND PARC DU PUY DU FOU (hereinafter the Seller) to a private individual or a group of individuals dealing directly with the Puy du Fou comprising up to less than 20 people (hereinafter the Customers). They constitute the essential and conclusive terms and conditions and shall prevail over any other document issued by the Customer, regardless of the terms thereof, even if that document is issued after these GCS have been communicated; they shall also prevail over all prospectuses and catalogues issued by the Seller, which are intended as an indication only. Therefore, any order for the Seller's Services implies, on the part of the Customer, unreserved acceptance of the GCS. The Seller reserves the right to amend the GCS at any time. The fact, on the part of the Seller, of not invoking at any given time, any clause of the GCS, cannot be interpreted as a renunciation of the right to subsequently invoke the entirety of the clauses. If one of the clauses of the GCS becomes null or cancelled for whatever reason, the other clauses will be unaffected and the Parties will negotiate in good faith to amend the cancelled clause.

In the GCS, the «Access Entitlement» means the entry tickets to the Puy du Fou depending on the product booked and to shows and performances offered at the Puy du Fou as well as the stay package tickets, the «Exchange vouchers» designate vouchers issued by the Seller for reservation of meals in a restaurant at the Puy du Fou or for reservation of hotel rooms, transport, and the «Meal vouchers» designate the vouchers issued by the Seller, for use of fast food outlets located at the Puy du Fou.

### 2 • ORDERS FOR SERVICES (HEREINAFTER THE ORDER)

#### 2.1 To book an Order The Order is dealt with:

- at the Seller's ticket office, located in Le Puy du Fou, 85590 LES ÉPESSES.
- by telephone on +33 (0) 820 09 10 10 from 9:00am to 6:00pm, Monday to Friday (E.O.12./min. from a French landline);
- on the Seller's Website, accessible at <http://puydufou.com> (hereinafter the Website).

- to take advantage of the reservation rate, the Customer must raise the order at least 5 days before the visit (to the extent that there are places available).

The Customer specifies in the Order the Service date, the number of Access Entitlements, Exchange vouchers and Meal vouchers required, and their delivery address (postal address or e-mail), as well as the names of those benefiting from the Access Entitlements to the Puy du Fou and stay packages (named tickets), and potential request for the purchase of cancellation insurance policy.

**Booking procedures on the Website:** The Order is booked in French or in English. For this purpose, the Customer chooses the Services, for a given date, and places them in his/her basket. (S)he must fill out the form sent to him/her and create a personal account on the website, or log in to such an account if (s)he already has one. After clicking on «Commander» (Order), (s)he inputs the information in the fields provided for this purpose (going back to the previous step is always possible, so as to change specified items), and then (s)he checks the Order, including the description, price, and method of payment for the Services, as well as the contribution to administrative costs and the delivery method for the Access Entitlements, Exchange vouchers, Meal vouchers and a standard information form, before validating. The Seller will acknowledge receipt by e-mail, and attach the invoice, tickets and other «Exchange vouchers» for printing off before the visit. The username and password for this personal account are confidential and are for the Customer's use only.

#### 2.2 • EFFECTS OF RAISING THE ORDER

The Order is firm and final for the Customer, who can only cancel it or change it under the conditions laid down by the GCS. It is firm and final for the Seller after written confirmation (hereinafter Confirmation) of the Order from the Seller, by email.

After the Customer's order becomes final, in order to arrange any additions (s)he may contact: +33 (0)2 51 64 23 88

#### 3 • PRICE

The prices for Services are those indicated in the Seller's brochures and/or on the Website, or, for meals services, on the menu. They are expressed in Euro and include all taxes. They do not include the cost of posting out the Access Entitlements, Exchange vouchers and Meal vouchers, nor the personal expenses of Customers at the Puy du Fou, in the hotels or restaurants, and in particular not the meals (unless included in a stay package or when Exchange vouchers or Meal vouchers have been purchased). When the price is conditional upon children's age, their age on the first day of using the Services applies. Proof of children's age may be requested at any time by the Seller's staff; if such proof is not presented, the adult price will be applied.

#### 4 • PAYMENT METHODS

**Orders at the ticket office:** Payment is made at the time of the Order, by credit card, by cheque payable to the order of the Seller, or in cash.  
**Remote Orders (telephone, e-mail, Website):** Payment is made by credit card, at the time of the Order, in accordance with a secure procedure.

#### 5 • DELIVERY OF ACCESS ENTITLEMENTS, EXCHANGE VOUCHERS AND MEAL VOUCHERS

The Access Entitlements, Exchange vouchers and Meal vouchers will, as soon as payment for the Order has been made in full and at the choice of the Seller, be either sent to the Customer by post (at the Customer's expense) to the address specified by the Customer when the Order was placed, or sent to the Customer by e-mail, or, at the Customer's request, collected by him/her at the Seller's ticket office (in which case the Customer is solely responsible for the actual collection of the tickets prior to the date and time of Services). In the event of loss or deterioration of the Access Entitlements, Exchange vouchers or Meal vouchers, the Customer shall inform the Seller as soon as possible, and collect replacement tickets from the Seller's ticket office, on the day of entry to the Puy du Fou. The Customer is not authorised to offer the Services as part of any promotional gift scheme, bonus or lottery.

#### 6 • CONDITIONS OF SERVICES

Access Entitlements and Exchange vouchers are dated and valid only for the date or dates shown. Access Entitlements and Vouchers to the Puy du Fou and stay packages are named and valid only for the person or persons mentioned above. In this regard, the Seller's staff or the staff of the establishments concerned may ask any Customer to show his/her identity card. The Seller reserves the right to refuse access to Puy du Fou for the Customer who fails the presentation of such proof, without the right to claim any refund.

The arrangements for obtaining access to the hotel rooms are shown on the Exchange vouchers. In the event of arrival outside Reception opening hours, the Customer must contact the hotel directly - the contact details are listed on the Exchange voucher - in order to receive instructions about access.

The nature, characteristics and comfort level of Services, especially the accommodation, are as described in the brochures and/or on the Website. In the event of exceptional circumstances or in the case of force majeure, the hotel reserves the possibility to provide accommodation, partially or fully, for the Customer in a nearby hotel, without increasing the price, and without being liable for any additional compensation in this regard.

Customers must comply with the internal regulations of the Puy du Fou and the hotels. The staff of the seller or the establishments concerned may request the expulsion of any offender with no possibility of appeal. Customers expelled in these circumstances can in no case be reimbursed for the Services.

The restaurants are available for Customer with an Access Entitlement to the Grand Parc that is valid for the same day.

In any event, the Seller cannot guarantee places for meals Services, unless the Customer has made a reservation beforehand. When a Service has been reserved beforehand, the Customer should confirm his/her reservation upon arrival at the Puy du Fou and have his/her Exchange voucher validated at the ticket office provided for this purpose.

Meals vouchers are only accepted at the Puy du Fou's fast food outlets. They are only valid for the duration of the current season.

The shuttle Service to or from the Puy du Fou gives priority to Customers with an Access Entitlement to the Puy du Fou valid for the same day, if a reservation has been made and to the extent that there are seats available. The confirmed departure and arrival times will be communicated to the Customer a maximum of 7 days before departure. These Services will only be provided for a minimum of 2 persons who have applied for the Service. Below this threshold, the transport Services will be cancelled by the Seller. The Seller may offer Services suitable for

persons with disabilities, within the limit of the number of places available. To benefit from this, the Customer must notify the Seller before completing their order. Pets are not accepted on site so as not to disturb the animals at the Puy du Fou, kennels are available for your dogs but only on reservation and subject to availability. For those with Emotion Pass, there is free access to where to sit within the seating area allocated for this purpose and subject to availability.

The Seller's teams are available to the Customer for any information or advice on the performance of the contract, and can be contacted at +33 (0) 2 51 64 23 88, by e-mail at [contact@puydufou.com](mailto:contact@puydufou.com) or at Le Puy du Fou, Manoir de Charette, 85590 Les Epesses. Minors must be accompanied by a parent or by another authorised person of legal age.

**Specific Conditions for the Cinésénie:** The ticket is only valid for the performance booked at the «Cinésénie» show. Unlike the other shows, there is a specific seat allocated with each paid ticket. Children receiving free admission must sit on the laps of their parent or guardian throughout the whole performance. When making a booking, the number of free admissions must not exceed the number of paying customers. Seats must be taken at the latest by 10pm in June and July and by 9:30pm in August and September. After these times they can no longer be held as reserved.

#### 7 • CLAIMS

Travelers must inform the Seller, as soon as possible in consideration of the circumstances, of any non-conformity observed during the performance of a travel service covered by the contract. Any claims relating to Services must be sent by registered letter with acknowledgement of receipt, together with all supporting documents, such as the Access Entitlements, Exchange vouchers and Meal vouchers, and indicating the number of Customers, to the Seller within a period of 15 days from the provision of the Services, otherwise they will not be admissible. Any consumer can make free use of a mediation procedure with the Tourism and Travel Mediator in accordance with the terms and conditions provided for on the [www.mtv.travel/](http://www.mtv.travel/) website within sixty (60) days after referring the Seller and in a maximum period of one year after the complaint has been made in writing to the Seller.

#### 8 • MODIFICATIONS BY THE CUSTOMER

8.1 Up to 30 days prior to the beginning of the Services (date on which the request is received by the Seller), the Customer may modify the date or nature of the Services, for any reason, subject to availability and, where applicable, the payment of an additional charge resulting from the modification. No reimbursements will be given. To do this, the Customer must send a written request for modification by registered letter to the following address: Grand Parc du Puy du Fou, Equipe des réservations, Puy du Fou, CS 70025, 85590 LES ÉPESSES. Any Entrance tickets, Vouchers and Meal vouchers sent to the Customer or collected on site must be enclosed with the request for modification. Where Entrance tickets and Vouchers have been sent to the Customer by e-mail, the Customer may send their written request for modification by e-mail to [contact@puydufou.com](mailto:contact@puydufou.com). Any such modifications will result in processing fees of €25 being charged by the Seller.

8.2 Within the 30 days prior to the beginning of the Services, Entrance tickets, Vouchers and Meal vouchers may no longer be exchanged or deferred. Any requests for modification received within the 30 days prior to the beginning of the Services shall be deemed to be a cancellation for the purposes of Article "9 - Cancellation by the Customer".

8.3 If the request relates to a decrease in the number of individuals seeking the Services or to the cancellation of one or more of the Services ordered, the modification will be considered as a cancellation for the purposes of Article "9 - Cancellation by the Customer".

#### 9 • CANCELLATION BY THE CUSTOMER

The Customer shall be entitled to cancel their Order entirely, regardless of the reason, in exchange for the payment of cancellation fees calculated based on the following schedule:

Date on which cancellation request is received	Amount of penalty
More than 30 days prior to the start date for the Services	50% of the amount including VAT of the Services cancelled
Between 30 and 15 days prior to the start date for the Services	70% of the amount including VAT of the Services cancelled
Under 15 days prior to the start date for the Services	100% of the amount including VAT of the Services cancelled

To do this, the Customer must send a written request for modification by registered letter to the following address: Grand Parc du Puy du Fou, Equipe des réservations, Puy du Fou, CS 70025, 85590 LES ÉPESSES. Any Entrance tickets, Vouchers and Meal vouchers sent to the Customer or collected on site must be enclosed with the request for modification. Where Entrance tickets and Vouchers have been sent to the Customer by e-mail, the Customer may send their written request for modification by e-mail to [contact@puydufou.com](mailto:contact@puydufou.com). Partial cancellations are not possible.

#### 10 • NON-ATTENDANCE BY THE CUSTOMER ON THE DAY

10.1 Entrance tickets, Vouchers and Meal vouchers may not be exchanged, deferred or refunded if the Customer fails to attend on the day or at the time in question.  
10.2 Regarding the meals Services for which a booking has been made, should the Customer arrive late at the restaurant in relation to the time booked, the Customer may be redirected by the Seller's staff to another restaurant outlet; in which case, if the prices at this outlet are lower than the prices at the initial restaurant, there would be no reimbursement; ; if the price for this restaurant outlet is higher than the price of the original restaurant, the Customer must pay the difference.

#### 11 • ASSIGNMENT OF THE ORDER BY THE CUSTOMER

The Customer may, by giving a notice period of 7 days prior to the beginning of the Services (date on which the request is received by the Seller), assign the contract to a person (the Assignee) who meets all the conditions applicable to this contract. To do this, the Customer must send a written request to the Seller setting out the following information: the file number; the Customer's first name, surname, postal address and e-mail address; the first name, surname, postal address and e-mail address of the Assignee replacing the Customer; the start date for the stay; and the duration of the stay. This request must be signed by the Customer and the Assignee replacing the Customer. This request must be sent to the Seller by registered letter at the following address: Grand Parc du Puy du Fou, Equipe des réservations, Puy du Fou, CS 70025, 85590 LES ÉPESSES, and must enclose the Entrance tickets, Vouchers and Meal vouchers sent to the Customer or collected on site, as well as payment for the processing fees.

Where Entrance tickets and Vouchers have been sent to the Customer by e-mail, the Customer may send their written request by e-mail to [contact@puydufou.com](mailto:contact@puydufou.com). Once this notification is received and the processing fees have been paid, a booking confirmation will be sent to the Assignee replacing the Customer. For any such assignments, processing fees of €25 will be charged by the Seller. The Customer and the Assignee shall be joint and severally liable for the payment of the full price of the booking, as well as for any fees, charges or other costs that may be incurred as a result of the assignment (dispatch fees, assignment fees, booking fees for new Services, etc.). The Customer will furthermore hold the Seller harmless against any non-performance or defective performance of the Order by the assignee and against any violation of the GCS. If the Customer has taken out the insurance contract set out in Article "13 - Cancellation insurance", that contract may not be assigned to the Assignee, and the corresponding amount paid will be forfeit.

#### 12 • RIGHT OF WITHDRAWAL ARTICLE L 221-28 (12°) OF THE FRENCH CONSUMER CODE

The Right to withdraw cannot be exercised for contracts: for services and accommodation services, other than for residential accommodation, services, transport of goods, car hire, meals or leisure activities which have to be supplied on a specific date or over a specific period.

The Customer therefore has no option to withdraw.

#### 13 • CANCELLATION INSURANCE

On request of the Customer when the Order is placed, the Seller takes out, on behalf and for the account of the Customer, a cancellation insurance, with the company Allianz Travel (policy no.303.882), which enables reimbursement of the amount of the Services to the Customer, under the conditions specified by the insurance policy and in particular in cases of illness or serious temporary incapacity, permanent disability, serious accident or death; material damage or burglary requiring the presence of the insured; serious damage to the insured's

vehicle occurring in the four hours preceding departure; requirement to re-sit an examination in the context of graduate studies; obligation to attend work notified by the insured's employer; birth of a child of the insured; general transport strike; theft of Access Entitlements and associated reservations.

#### 14 • AMENDMENT AND CANCELLATION BY THE SELLER

The Seller may at any time remove or change the Services proposed in its brochures and on its Website. When, prior to the date of provision of the Services, provision of one of the Services essential to the Order (i.e.: access to the Grand Parc or the Cinésénie, as well as hotel and restaurant services) is rendered impossible as a result of an external event imposed upon the Seller, the latter will notify the Customer in the shortest possible time delay and offer him/her an amendment to the Order, by post, e-mail or fax. The Customer is then entitled:

- either to request cancellation of the Order, without penalty or charge and with full refund, by registered letter with acknowledgement of receipt sent to the Seller within ten days of the modification suggested by the Seller,
- or to accept the amendment proposed by the Seller.

The Customer makes his/her choice known to the Seller, in writing, as soon as possible.

When, during the Customer's stay at the Puy du Fou, one of the core Services on the Order cannot be fulfilled by the Seller for unjustified reasons and other than as a result of force majeure, the Seller will offer the Customer, to the extent possible, a Service in lieu of the Service not provided.

In the case of cancellation, by the Seller or the organizer of such event, of a performance at the Cinésénie, and subject to the express reservation that the cancellation takes place before the Cinésénie show is half finished, Cinésénie tickets will be reimbursed in full on request. It is imperative to make this request in writing, together with supporting documentation (specifically the Access Entitlement) and within 20 days following the cancellation, failing which it shall be inadmissible.

#### 15 • INTELLECTUAL PROPERTY

The Seller retains full ownership of its intellectual property rights, particularly concerning its trademarks and other identification symbols. The Customer is forbidden to copy or imitate them, either directly or indirectly. Any reproduction of the trademark and the identification symbols belonging to the Seller is subject to prior authorisation in writing by the Seller.

#### 16 • PERSONAL DATA

In accordance with the legal provisions, Customers have a right of access, correction and opposition to personal data held about them. This right may be exercised by writing to the Seller at the following address: **Puy du Fou, Equipe des réservations - Pôle Relations Visiteurs, CS 70025, 85590 Les Epesses**, giving his/her first name, surname and address. Subject to acceptance by the customer when the Order is placed, this personal data will be computer processed so that information can be supplied to customers about the Services and the offers of the Seller. This personal data may also be shared with the partners of the Seller, when it is beneficial to Service provision, especially to the partner of the Seller that provides hotel and restaurant Services.

#### 17 • LIABILITY

The Puy du Fou shall be responsible for the proper performance of all the travel services covered in the contract in accordance with Article L 211-16 of the French Tourism Code. The liability of the Seller will under no circumstances arise in the event of non-execution or improper execution of the Order or any failure to respect the GCS attributable to the Customer or to the unforeseeable and insurmountable actions of a third party.

#### 18 • FORCE MAJEURE

In addition to the circumstances usually held by the French "Jurisprudence" as constituting force majeure, the seller's obligations are automatically suspended, without the latter capable of being held liable for any breach, in the event of force majeure and, in general, in the case of any event outside its control which prevents the normal execution of the Order, such as: bad weather, flooding, fire, strike or lockout at the Seller's or its supplier's premises, supply difficulties, decision of an administrative authority, riots, vandalism, equipment damage, blockages or delays in transport, force majeure experienced by suppliers or any other cause leading to total or partial unemployment for the Seller or its suppliers. The Seller shall inform the Customer of the occurrence of such an event by post or e-mail, specifying the Services involved. If the force majeure event or its consequences persist for more than 20 days from the date of dispatch of this information by post or e-mail, each Party may cancel the part of the Order that the Seller is unable to execute by registered letter with acknowledgement of receipt, without this cancellation giving rise to any compensation, penalty or indemnity.

#### 19 • SELLER'S INSURANCE

The insurance contract covering the consequences of the Seller's professional and civil liability covers the following risks: Physical injury, material damage and consequential financial loss. In this situation, compensation of €15,000,000 for bodily injury and €2,500,000 for material and consequential damage will be awarded.

#### 20 • CONTACT DETAILS

Seller and promoter, (except Cinésénie): SAS Grand Parc du Puy du Fou, Puy du Fou 85590 Les Epesses, Trade and Companies Register of La Roche sur Yon 347 490 070.

Entered in the Travel and Holiday Operators' Register: ATOUT France IM085110016. Entertainment licences: 1-1017068, 2-141253, 3-1017069

Guarantor: Atradius Credito y Caucion S.A. de Seguros y Reaseguros - 159 rue Anatole France, CS 50118, 92596 Levallois-Perret Cedex, France.

Insurer: AGM IARD SA, 34 rue du Wacken - 67000 Strasbourg

Cinésénie organiser: Association pour la Mise en Valeur du Château et du Pays du Puy du Fou - Puy du Fou - 85590 Les Epesses.

#### 21 • DISPUTES

The GCS and the execution of Orders are governed by French law.