

# General Terms and Conditions of Service

Individuals 04/11/2024

## 1 • Introductory provisions

Unless otherwise stipulated in writing and signed by the Parties, these GTCS apply in their entirety to all offers of Services and to all Services sold by the Seller to the Customer. They constitute the essential and decisive conditions and prevail over any other document issued by the Customer, whatever its terms, even if it is provided after the GTCS have been provided. They also take precedence over any brochures and catalogues issued by the Seller, which are for information purposes only.

**As such, any Order for the Seller's Services implies that the Customer unreservedly accepts the GTCS.**

For all orders of more than 19 people, the Customer is invited to refer to the General Terms and Conditions – Groups & Works Councils, Tourism Professionals, Young People's Groups & School Groups available on the website [www.puydufou.com](http://www.puydufou.com).

## 2 • Definitions

Capitalised terms and expressions used in these GTCS shall have the following meaning, whether used interchangeably in the singular or plural, or conjugated:

- "Beneficiary": refers to the person(s) using the Services ordered by the Customer;
- "Exchange Vouchers": refers to the vouchers sent by the Seller enabling the Customer to benefit from a discovery workshop included in the Customer's Order, where applicable;
- "GTCS": refers to these General Terms and Conditions of Service, which the Seller reserves the right to modify at any time;
- "Cité Nocturne": refers to all Puy du Fou hotels (La Villa Gallo-Romaine, Les Iles de Clovis, Le Camp du Drap d'Or, La Citadelle, Le Grand Siècle and Le Logis de Lescure), excluding external hotels resold by Puy du Fou;
- "Customer": means a person dealing directly with the Seller for the purchase of Services for a group of people (up to a maximum of 19 people);
- "Order": refers to the firm order placed by the Customer with the Seller for Services;
- "Restaurant Vouchers": refers to the vouchers issued by the Seller to be redeemed at takeaway restaurants located within Puy du Fou;
- "Package Stay": refers to packages that include several Services, including accommodation and an Admission Ticket as a minimum;
- "Parties": refers jointly to the Seller and the Customer;
- "Services": refers to the services offered for sale and/or sold together or separately by the Seller, and in particular: Admission Tickets, Pass Annuel, Pass Émotion, accommodation, catering and transport solutions, as well as the associated services;
- "Puy du Fou": refers to the Puy du Fou France park, including its hotels, and La Cinéscénie.
- "Order Summary": refers to the summary document sent by the Seller, enabling the Customer to benefit from certain Services ordered, particularly in the case of a booking for a meal in a Puy du Fou France restaurant, accommodation or a transport solution;
- "Season": refers to the days on which the Puy du Fou France park is open during a calendar year
- "Website": refers to the Seller's website accessible at [www.puydufou.com](http://www.puydufou.com);
- "Admission Tickets": refers to tickets for entry to the Puy du Fou France park, and/or tickets for admission to the La Cinéscénie show, depending on the Services Ordered;
- "Seller": means:
  - \* for La Cinéscénie Admission Tickets, the ASSOCIATION POUR LA MISE EN VALEUR DU CHATEAU ET DU PAYS DU PUY DU FOU;
  - \* for other Services, SAS PUY DU FOU FRANCE.

## 3 • Ordering Services

### 3.1. Placing the Order

The Order is placed, for up to 19 people:

- At the Seller's ticket office, located at Puy du Fou, 85590 Les Epesses;
  - Or by telephone on +33 (0) 820 09 10 10 from 9 am to 6 pm, Monday to Friday (Co.12 incl. VAT per minute, plus the cost of a normal call) or on +33 (0) 2 21 67 55 00 for people with disabilities only;
  - Or on the Seller's Website, only for certain Services, and excluding certain preferential rates.
- In the Order, the Customer specifies the date and details of the Services required, the address (postal or e-mail) for delivery and invoicing, the names of any Beneficiaries, any requests for cancellation insurance, and if applicable, the information and qualifications required to benefit from a preferential rate.

**Procedure for ordering online on the Website:** The Order is placed in French or English. To this end, the Customer chooses the Services, for a given date, and places them in their basket. They must fill out the form displayed and create a personal account on the Website or log in if they already have such an account. After clicking on "Order", they enter their information in the fields provided for this purpose (it is always possible to return to the previous step to change the information stated), then they check the Order, including the description, price and the terms of payment of the Services, as well as the cost of the processing fees and the terms of delivery of the Admission Tickets, Exchange Vouchers, Order Summaries and the standard information form, before confirming it. The Seller shall acknowledge receipt by one or more e-mails, attaching the invoice, Admission Tickets, Order Summaries, and Exchange Vouchers if applicable.

The username and password for this personal account are confidential and for the Customer's use only. The Seller may not be held liable for any direct or indirect damage that may result from access to the Website, in particular for identity theft, or from the use of the Website and/or this information, including inaccessibility, loss of data, damage, destruction or viruses that may affect the Customer's computer equipment and/or the presence of viruses on its Website. The Customer expressly waives the right to seek the liability of the Seller in the event of loss of data, malfunction or interruption of the service, due to a technical cause, in respect of both direct and indirect damage resulting therefrom.

### 3.2. Order Effectiveness

The Order shall be considered as final for the Customer, who can only cancel or change it under the terms and conditions provided for under the GTCS. It is firm and final for the Seller after the Customer has paid the price in full and the Seller has sent written confirmation (hereinafter the Confirmation) of the Order by electronic means or by post.

Once the Customer's definitive Order has been placed, the Customer may contact the Booking Team – Visitor Relations Centre on +33(0)2 51 64 23 88 for any additional information or changes.

## 4 • Prices

The prices of the Services are those stated on the Website, or, for catering Services, on the menu. They are shown in euros and include taxes. They do not include the cost of sending Admission Tickets, Exchange Vouchers, Order Summaries and Restaurant Vouchers, tourist tax, nor the personal expenses of Customers and/or Beneficiaries, accommodation or meals (except those included in a Package Stay or Services already included in the Exchange Vouchers or Order Summaries), nor the cost of any cancellation insurance taken out by the Customer.

In order to benefit from the preferential "Advance booking" rate applicable to certain Services, in particular dated Admission Tickets, the Customer must place their Order at least 72 hours before the date of the first day on which the Services are to be performed (subject to availability).

The rate applicable to 2, 3 or 4-day Admission Tickets is equal to the rate applicable on the first day of admission to the Puy du Fou France site.

When the price is conditional on the age of children, their age on the first day the Services are used applies. Proof of the age of children may be requested at any time by the Seller's staff; if such proof is not presented, the adult rate shall be applied. If the Customer refuses to pay the remaining difference due between the child rate and the adult rate, the Seller reserves the right to refuse admission to Puy du Fou, without the Customer being able to claim a refund.

## 5 • Terms of payment

Orders at the ticket office: payment must be made in full, at the time of the Order, by bank card, by cheque made payable to the Seller, in cash, by holiday vouchers, or by any other means of payment specifically accepted by the Seller.

Remote orders (telephone, e-mail, Website): Payment must be made in full by credit or debit card when the Order is placed, following a secure procedure. Payment for telephone bookings may be made, at the Customer's option, in instalments, under the conditions set out in Article 23 of these GTCS, or by means of connect – ANCV holiday vouchers, by placing the Order at least 15 days before the date of the visit.

## 6 • Delivery of Admission Tickets, Exchange Vouchers, Restaurant Vouchers and Order Summaries

The Admission Tickets, Exchange Vouchers, Order Summaries and Restaurant Vouchers shall, upon payment in full of the Order, or if the Customer opts for payment in instalments under the conditions of Article 23 of these GTCS, upon acceptance of the Customer file by PLEDG, either be sent to the Customer by post (at the Customer's expense) to the address stated by the Customer during the Order, or sent to the Customer by e-mail or, at the Customer's request, collected by the Customer at the Seller's ticket office (in which case the Customer is solely responsible for actually collecting the tickets ordered prior to the dates and times of the Services).

In the event of loss or damage to Admission Tickets, Exchange Vouchers and/or Order Summaries, the Customer shall inform the Seller as soon as possible and no later than 48 hours before the first day of performance of the Services, and shall collect regenerated tickets from the Seller's ticket office on the day of entry to Puy du Fou. In the event of loss or damage to Restaurant Vouchers, the Seller will not be able to issue Restaurant Vouchers to the Customer, who will then be able to order and pay for new ones if necessary. The Seller cannot be held responsible for any fraudulent use of Admission Tickets, Exchange Vouchers and Order Summaries by a third party.

The Customer is not allowed to offer the Services and Puy du Fou gift cards as part of any promotional gift scheme, bonus or lottery.

## 7 • Conditions of Services

The Admission Tickets, Exchange Vouchers and dated Order Summaries are valid only for the date(s) that appear on them. Undated Admission Tickets are valid on any date during the Season. 2, 3 or 4-day Admission Tickets are only valid for consecutive days.

In the event of a dispute concerning the holder of Admission Tickets, Exchange Vouchers, Restaurant Vouchers or Order Summaries for named accommodation services, the Seller's staff or the establishments concerned may ask any Beneficiary to produce proof of identity. If no such proof is provided, the Seller reserves the right to refuse entry to Puy du Fou, without the Customer being able to claim a refund.

The terms and conditions governing the provision of accommodation are indicated on the Accommodation Order Summary.

In the event of the Customer arriving outside of reception opening hours, the Customer must directly contact the accommodation provider, whose contact details are specified on the accommodation summary, to receive information about their access options.

The nature, features and comfort level of the Services, in particular accommodation, are those described in the brochures and/or on the Website.

The Services are provided in French.

In the event of exceptional circumstances or force majeure, the accommodation provider reserves the right to arrange for the Customer and/or Beneficiaries to be accommodated, in whole or in part, in nearby accommodation, if necessary by a third party, at no extra cost, without being liable for any additional compensation in this respect.

The restaurants at Puy du Fou are only accessible to Customers with a Pass Talent, Pass Annuel, Pass Puyfolaïs or Admission Ticket for entry to the Puy du Fou France site on the same day. As an exception, the restaurants in La Cité Nocturne are accessible without an Admission Ticket, subject to advance booking. Priority access to the restaurants in La Cité Nocturne is given to Customers with a booking at the corresponding hotel on the same day. In any case, the Seller cannot guarantee places for catering Services, unless an advance booking has been made by the Customer. If the catering Services have been pre-booked, the Customer must go to the restaurant at the time indicated and give their name and the booking number shown on their Order Summary to the staff at the restaurant. The Customer may be asked to show proof of identity and their Order Summary.

Restaurant Vouchers are only accepted at Puy du Fou takeaway restaurants. They are only valid during the corresponding Season.

The Seller is able to offer Services tailored to people with disabilities, subject to availability. In order to benefit from these, the Customer must notify the Seller by making their booking by telephone on the number indicated above. Proof of disability may be requested at any time by the Seller's staff in order to benefit from preferential rates. If no such proof is provided, the corresponding adult or child rate shall be applied. In the absence of proof, if the Customer refuses to pay the remaining difference due between the rate for people with disabilities and the corresponding adult or child rate, the Seller reserves the right to refuse entry to Puy du Fou, without the Customer being able to claim a refund.

Pets are not allowed on site as they might disturb the animals at Puy du Fou. There is a boarding kennel that can accommodate dogs brought by Customers and/or Beneficiaries. Advance telephone booking is required and use of the kennel is subject to availability and specific conditions.

Minors must be accompanied by a parent or by another authorised adult.

Customers with a Pass Émotion are free to sit where they wish in the seating area, provided they arrive at least 10 minutes before the start of the show (subject to availability).

The Seller's teams are available to provide the Customer with any help or information regarding the performance of the agreement, 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.

Special terms and conditions for the Pass Annuel: Pass Annuels for children and adults allow admission to Puy du Fou, pursuant to the terms and conditions specified when the Order is placed, for all or part of the corresponding Season. Each Pass Annuel is named, non-transferable and non-refundable. Proof of identity may be requested each time the Pass Annuel is used.

For children turning 3 during the Season:

- Children born between 1 January and 30 June inclusive in the corresponding Season must pay for the Pass Annuel (child rate);
- The Pass Annuel is free for children born between 1 July and 31 December inclusive in the corresponding Season.
- Similarly, for children reaching the age of 14 during the Season:

- the applicable rate for children born between 1 January and 30 June inclusive in the corresponding Season is the adult rate;
- the applicable rate for children born between 1 July and 31 December inclusive in the corresponding Season is the child rate.

A Pass Annual can only be exchanged for another Pass Annual of a higher monetary value, subject to payment by the holder of the difference in price between the two Pass Annuels. Such an exchange is only allowed if the Pass has never been used. As the number of Premium Pass Annuels is limited, this type of conversion is subject to availability at the time when the change is requested.

**Specific conditions for La Cinéscénie:** tickets for La Cinéscénie are dated and are therefore only valid for the reserved performance of the La Cinéscénie show. A specific seat is allocated for each paid La Cinéscénie ticket. Children with free admission must sit on the lap of their accompanying adult throughout the whole performance. When making a booking, the number of free admissions must not exceed the number of paid tickets. Seats must be occupied by 10 pm at the latest in June and July, and by 9.30 pm in August and September, otherwise access will be refused without refund.

**Specific conditions for the discovery workshops:** during discovery workshops that can be booked in advance, minors must be accompanied by a parent or by another authorised adult with a paid-for ticket.

Beneficiaries are asked to arrive at the meeting point for each workshop as indicated on the corresponding Exchange Voucher, 20 minutes before the workshop start time. Once the workshop has begun, it will no longer be possible to join it. If participants do not attend on the date and at the time and place indicated, access to the workshop cannot be exchanged, postponed or refunded. Any other postponement, refund or exchange shall be made under the terms and conditions specified hereinafter.

**Specific conditions for gift boxes and gift cards:** gift boxes and gift cards are for one-off use only and cannot be taken back, exchanged or refunded, even in part. Gift boxes and gift cards shall not be replaced in the event of loss, theft or damage, or after their validity date has passed. Gift boxes and gift cards are only valid for booking Admission Tickets, Package Stays or Exchange Vouchers during the periods indicated, which can be consulted on the Puy du Fou Website, subject to availability. Bookings for Admission Tickets, Package Stays or Exchange Vouchers must be made within 2 months of the purchase date shown on the gift boxes or gift cards. Puy du Fou reserves the right to change and/or cancel, unilaterally and without prior notice, the Services included in the gift boxes or cards without any compensation being awarded to the recipient of the gift box or card.

## 8. Compliance with internal rules and applicable laws and regulations

Customers and Beneficiaries must comply with the internal rules of Puy du Fou throughout the premises of Puy du Fou. In the event of fraud, theft, behaviour by a Beneficiary contrary to public order or morality on the premises of the Puy du Fou, non-compliance by a Pass holder with the conditions of use of the said Pass, and generally in the event of failure by a Beneficiary to comply with any of the applicable internal rules and/or the laws and regulations in force, the staff of the Seller or the establishments concerned may request the expulsion of any offender without any possible recourse. Customers and/or Beneficiaries expelled in such a situation cannot obtain a refund for the Services under any circumstances. The Seller shall also be entitled to cancel all bookings in progress between the Parties. If the offender is the holder of a Pass Annual, the said Pass may be taken back and deactivated, temporarily or permanently, ipso jure and immediately by the Seller, without compensation or refund. If a Pass is deactivated for the current season for the reasons mentioned above, the loyalty advantage will be lost and the advantage for subsequent seasons, where applicable, may be suspended.

## 9 • Transport solution services

Priority access to the transport solutions to and from Puy du Fou is given to Beneficiaries in possession of an Admission Ticket for entry to Puy du Fou on the same day, by reservation and subject to availability. The Customer is informed of the confirmed departure and arrival times no later than 7 days before the date of their visit. These Services can only be provided if a minimum of 2 people have requested the Service. If this threshold is not reached, the transport Services shall be cancelled by the Seller.

The Seller may not be held responsible for any late arrival of the Customer and/or the Beneficiary at the station or airport, resulting in the Customer being unable to take the reserved shuttle. Moreover, the Seller cannot be held responsible if the shuttle arrives late at the station or airport, making it impossible for the Customer to board their onward means of transport.

## 10 • Complaints

The Customer must inform the Seller, as soon as possible given the circumstances, of any non-compliance observed during the performance of a travel service included in the Agreement. In this respect, any complaints relating to the Services must be sent to the Seller by registered letter with acknowledgement of receipt, together with all supporting documents, such as Admission Tickets, Vouchers, accommodation Order Summaries and catering service order confirmations, stating the number of Beneficiaries, within 15 days from the provision of the Services, otherwise they shall be inadmissible. Any consumer may have recourse, free of charge, to a mediation procedure with the French Tourism and Travel Ombudsman (Médiateur du Tourisme et du Voyage) under the terms set out on the website [www.mtv.travel](http://www.mtv.travel), either after receiving a negative response from the Seller to their complaint, or in the absence of a response from the Seller within a period of 60 days following the lodging of the complaint with the Seller, and within a maximum period of one year following the submission of a written complaint to the Seller.

## 11 • Changes initiated by the Customer

No change may be requested by the Beneficiary.

**11.1.** Up to 30 days before the Services start (date on which the request is received by the Seller), the Customer may change the date of performance of some or all of the Services, only during the same Season as that of the Order, for any reason, subject to availability and, where applicable, payment of a surcharge as a result of the change. No refunds shall be given.

To do so, the Customer must send a written change request by registered letter to: Puy du Fou France, Équipe des Réservations, Puy du Fou, CS 70025, 85590 Les Epesses. Any Admission Tickets, Exchange Vouchers, Order Summaries and Restaurant Vouchers that have been delivered to the Customer or collected on site must be enclosed with the change request.

Where Admission Tickets, Exchange Vouchers and Order Summaries have been sent to the Customer by e-mail, the Customer may send their written change request by e-mail to [contact@puydufou.com](mailto:contact@puydufou.com). The Seller shall charge a processing fee of €25 (incl. tax) for any such changes.

**11.2.** In the 30 days prior to the start of the Services, the said Services cannot be exchanged or postponed.

Any change requests received within 30 days prior to the start of the Services shall be considered as a cancellation within the meaning of Article 11. "Cancellation by the Customer".

**11.3.** If the request relates to a reduction in the number of Beneficiaries or to the cancellation of one or more of the Services ordered, the change shall be considered as a cancellation within the meaning of Article 12. "Cancellation by the Customer".

## 12 • Cancellation by the Customer

No cancellation may be requested by the Beneficiary if that person is not the Customer. The Customer is entitled to cancel their Order entirely, regardless of the reason, in exchange for the payment of cancellation fees calculated as follows:

Date of receipt of the cancellation request	Amount of penalty
More than 30 days prior to the date on which the Services start	50% of the amount including tax of the cancelled Services
Between 30 days and 15 days prior to the date on which the Services start	70% of the amount including tax of the cancelled Services
Less than 15 days prior to the date on which the Services start	100% of the amount including tax of the cancelled Services

To do so, the Customer must send a written cancellation request by registered letter to: Puy du Fou France, Équipe des Réservations, Puy du Fou, CS 70025, 85590 Les Epesses. Any Admission Tickets, Exchange Vouchers, Order Summaries and Restaurant Vouchers that have been delivered to the Customer or collected on site must be enclosed with the cancellation request.

Where Admission Tickets, Exchange Vouchers and Order Summaries have been sent to the Customer by e-mail, the Customer may send their written cancellation request by e-mail to [contact@puydufou.com](mailto:contact@puydufou.com).

Partial cancellations are not possible.

The fees provided for under this Article do not apply if the cancellation is covered by cancellation insurance taken out by the Customer pursuant to Article 16.

## 13 • Failure by the Customer and/or Beneficiaries to appear on the appointed day

**13.1** The Services cannot be exchanged, postponed or refunded if the Customer and/or Beneficiary fails to appear on the date or at the time specified.

**13.2** Regarding the catering Services for which a booking has been made, should the Customer and/or the Beneficiary arrive late at the restaurant in relation to the time booked, the Customer and/or the Beneficiary may, if required and without obligation, be redirected by the Seller's staff to another restaurant. In this case, if the prices at this restaurant are lower than the prices at the original restaurant, there shall be no refund; if the prices at this restaurant are higher than the prices at the original restaurant, the Customer or the Beneficiary must pay the full price at the restaurant to which they are redirected.

## 14 • Transfer of the Order by the Customer

The Customer may, subject to 7 days' notice before the Services start (date of receipt of the request by the Seller), transfer the agreement to a person (the "Transferee") who meets all the terms and conditions applicable to this agreement.

To this end, the Customer must send a written request to the Seller with the following information: the file number; the Customer's first name, last name, postal address and e-mail address; the first name, last name, postal address and e-mail address of the Transferee replacing the Customer; the start date for the stay and the duration of the stay. This request must be signed by both the Customer and the Transferee replacing the Customer.

This request must be sent to the Seller by registered letter to the following address: Puy du Fou France, Équipe des Réservations, Puy du Fou, CS 70025, 85590 Les Epesses, along with the Admission Tickets, Exchange Vouchers, Order Summaries and Restaurant Vouchers sent to the Customer or collected on site, as well as payment for the processing fees.

Where Admission Tickets, Exchange Vouchers and Order Summaries 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).

Upon receipt of the above notification and payment of the processing fee, a booking confirmation shall be sent to the Transferee replacing the Customer.

The Seller shall charge the Customer a processing fee of €25 incl. tax for any such transfers.

The Customer and the Transferee shall be jointly and severally liable for the full payment of the booking price, as well as any additional expenses incurred by the transfer (shipping costs, transfer charges, new Service bookings, etc.). Furthermore, the Customer shall indemnify the Seller against any non-performance or improper performance of the Order by the Transferee, and against any breach of the GTCS.

The insurance policy presented in Article 16. Cancellation insurance taken out by the Customer cannot be transferred to the Transferee and the corresponding amount of money shall be lost.

## 15 • Right of withdrawal (Article L 221-28 (12°) of the French Consumer Code)

**The right of withdrawal cannot be exercised for agreements for the provision of accommodation services other than residential accommodation, goods transport services, car rentals, catering or leisure activities that must be provided on a specified date or for a specified period.** The Customer therefore has no right of withdrawal.

## 16 • Cancellation insurance

At the Customer's request when the Order is placed, or within 72 hours of the date of the Order by contacting +33(0)2 51 64 23 88, if the date on which the Services are to commence is more than seven days after the date on which the Order is placed, the Seller shall take out, in the name and on behalf of the Customer, holiday cancellation and interruption insurance with Allianz Travel (policy no. 303.882), enabling the Customer to be reimbursed for the cost of the Services, in accordance with the terms and conditions of the insurance policy in force on the date on which the Order was placed. Further information: Puy du Fou cancellation insurance

## 17 • Changes and cancellation initiated by the Seller

The Seller may at any time cancel or modify the Services offered in its brochures and/or on its Website, and may only offer certain Services at certain times of the Season. In particular, the Seller may decide to close, modify and/or cancel certain shows, restaurants or Services without prior notice.

When, prior to the date of provision of the Services, the provision of one of the Order's core Services (only the following: admission to the Puy du Fou France park or the La Cinéscénie show, and hotel and restaurant Services) is rendered impossible as a result of an external event imposed on the Seller, the Seller shall notify the Customer as soon as possible and offer to change the Order, by post, e-mail or phone. The Customer then has the option:

- either to request the cancellation of the Order, without penalty or fee and with a full refund, by registered letter with acknowledgement of receipt sent to the Seller within the period set out below and starting from the date when the Seller proposes the change;
- or to accept the Seller's proposed change.

The Customer shall make their choice known to the Seller in writing, within a period which may not exceed ten days, or the day before the Services are performed. Failure to respond constitutes tacit acceptance of the change.

When, during the Customer's stay at Puy du Fou, one of the Order's core Services cannot be provided by the Seller for an unjustified reason other than force majeure, the Seller shall, whenever possible, offer the Customer a Service to replace the Service which is not provided.



If a performance at La Cinéscénie is cancelled by the Seller or the organiser of La Cinéscénie and with the express condition that the cancellation takes place before the La Cinéscénie show is halfway through, La Cinéscénie tickets shall be refunded in full on request. This request must be made in writing, accompanied by supporting documents (in particular the Admission Ticket) within 20 days of the cancellation, otherwise the request shall be inadmissible.

If, before the date on which the Services are to be provided, the provision of one of the non-essential Services in the Order is rendered impossible as a result of an external event beyond the Seller's control, the Seller shall notify the Customer as soon as possible and propose a change to the Order by letter, e-mail or telephone. The Customer then has the option:

- either to request a refund for the only Service affected, without penalty or fee, by registered letter with acknowledgement of receipt sent to the Seller within ten days after the Seller proposes the change,
- or to accept the Seller's proposed change. Failure to respond constitutes tacit acceptance of the change.

## 18 • Intellectual property

The Seller retains full and complete ownership of its intellectual property rights, in particular with regard to its trademarks and other identifying signs. The Customer is prohibited from copying or imitating them, either directly or indirectly. Any reproduction of the trademark and identifying signs belonging to the Seller is subject to prior written approval by the Seller.

## 19 • Personal data

In accordance with the legal and regulatory provisions applicable to the processing of personal data, in particular Act no. 78-17 of 6 January 1978 as amended relating to data processing, files and individual liberties, and European Regulation (EU) 2016/679 of 27 April 2016, Customers and Beneficiaries have a right of access, rectification, opposition, erasure, portability and limitation of the processing of their personal data. This right may be exercised by writing to the Seller at the e-mail address mesdonnees@puydufou.com or by post to the following address: Puy du Fou France, Équipe des Réservations – Pôle Relations Visiteurs, CS 70025, 85590 Les Epesses, specifying your first name, surname and address.

Subject to the Customer's acceptance at the time of the Order, this personal data shall be processed by computer for the purpose of providing information to Customers regarding the Seller's Services and offers. This personal data may also be forwarded to the Seller's partners, when this is useful for performing the Services, in particular to the Seller's partners providing accommodation and catering Services. Puy du Fou's personal data protection policy is available on the website [www.puydufou.com](http://www.puydufou.com).

Blocktel: in accordance with Article L.223-2 of the French Consumer Code, the Customer shall be informed of their right to register on the list of opposition to cold calling, available on the website <http://www.blocktel.gouv.fr/>.

The Website may include links to other sites or other Internet sources. Insofar as Puy du Fou cannot control these sites and external sources, Puy du Fou cannot be held responsible for the availability of these sites and external sources, and therefore declines any responsibility for the content, advertising, products, services or any other material available on or from these sites or external sources. The decision to activate the links is yours alone. Non-affiliated sites are subject to their own terms of use.

## 20 • Liability

When selling "Package Stays", Puy du Fou is responsible for the proper performance of all travel services included in the agreement in accordance with Articles L. 211-16 et seq. of the French Tourism Code.

The Seller shall under no circumstances be held liable in the event of non-performance or improper performance of the Order or of non-compliance with the GTCS attributable to the Customer and/or the Beneficiary, to the unforeseeable and insurmountable act of a third party or to exceptional and unavoidable circumstances. The Seller can never be held liable for indirect damage. The Seller cannot be held responsible for journeys made on the initiative of the Customer or a Beneficiary before and after the stay. The Seller generally advises allowing a minimum connection time of three hours and recommends that its Customers who have journeys to make before and after the stay should book travel tickets which can be changed and indeed refunded to avoid any risk of financial loss.

With the exception of personal injury or damage caused intentionally or by negligence, and pursuant to the provisions of the following paragraph, damages payable by the Seller shall not exceed three times the total price of the trip or stay.

If a Customer fails to deposit items of a value greater than €100 in the locked safe provided in their hotel room, this constitutes a fault and no damages shall be payable by the Seller in this respect, pursuant to the provisions of Article 1953 of the French Civil Code.

## 21 • Force majeure

In addition to the factors usually considered by French case law as constituting force majeure, the Seller's obligations shall be automatically suspended, without the Seller being held liable for any non-performance, in the event of force majeure. In general, this shall apply in the case of an event beyond the Seller's control preventing the normal performance of the Order. These include: bad weather, flooding, fire, epidemic, cyber attack, logistical breakdown, strike or lock-out at the Seller's or its suppliers' premises, supply difficulties, decision by an administrative authority, riots, vandalism, accidental damage to equipment, blockages or delays in transport, force majeure on the part of suppliers or any other cause leading to partial or total unemployment for the Seller or its suppliers. The Seller shall inform the Customer of the occurrence of such an event by letter or e-mail, specifying the Services affected. If the force majeure event or its consequences continue for more than 20 days from the date on which this letter or e-mail is sent, either Party may cancel the part of the Order the Seller is unable to perform by registered letter with acknowledgement of receipt, without such cancellation giving rise to any compensation, penalty or indemnity.

## 22 • Seller's insurance

The insurance policy covering the consequences of the Seller's professional civil liability provides insurance for the following risks: bodily injury, material damage, and consequential immaterial damage.

Geographical coverage: worldwide with the exception of the United States, Canada and countries embargoed by the laws or regulations of the European Union, the United Kingdom or the United States. The coverage amount in this respect is €15,000,000 for bodily injury and €2,500,000 for material and consequential immaterial damage.

## 23 • Amendments to the GTCS

The Seller reserves the right to modify the GTCS at any time without prior notice. These amendments shall be reflected in the updating and dating of these terms and conditions. It is understood that these amendments shall only apply to Orders placed subsequently. It is therefore imperative for the Customer to read the general and special terms and conditions at the time of booking, in particular to ensure compliance with the provisions in effect.

## 24 • Instalment Payment Terms

The Seller has entered into a partnership with the Pledg solution in order to offer Customers a method of payment by instalments. The Seller reserves the right, at any time, to remove the possibility of using this payment solution if the partnership with Pledg ceases to be in force.

Our partner Pledg (a French simplified joint-stock company with capital of €649,010 - Registered office: 2 Pointe de Kervignon, 29830 Saint-Pabu - [www.pledg.co](http://www.pledg.co)) offers a financing solution called

"Payment in X instalments" or "Instalment payment", which can be used to pay for an Order in instalments, for any amount over a maximum of 90 days.

Subscription terms: Payment in X instalments is reserved for private individuals (adult individuals) residing for tax purposes in France and using a Visa or Mastercard credit card to pay for their Order. The validity period of the card used must be later than the last due date of the payment in instalments. Systematic authorisation cards such as Electron or Maestro, e-cards, Indigo and American Express cards are not accepted.

When confirming their Order, the Customer is given the option of choosing the Instalment Payment service offered by our partner Pledg to pay for their Order. If the Customer wishes to subscribe to this service, their details shall then be sent to Pledg which, subject to acceptance of the Customer, shall provide them with the option of paying in instalments and a payment schedule summarising the amount of the various monthly payments.

Depending on the Customer, they may be asked to provide supporting documents to validate their financing application.

Once Pledg accepts the Customer, the Customer must pay the amount of the 1st monthly payment including the fees applicable to the total amount of the Order. The other monthly payments shall be debited according to the payment schedule given to the Customer.

If the Customer requests a financing solution offered by Pledg, their Order information shall be sent to Pledg, which shall use it for the purpose of examining their application for the provision, management and recovery of the financing.

Pledg reserves the right to accept or refuse the Customer's financing application.

Withdrawal of acceptance: In accordance with Article L.222-7 et seq. of the French Consumer Code, the Customer has a 14-day withdrawal period in which to withdraw from this financing, using the printable form below, within 14 calendar days of their acceptance of these general terms and conditions, by returning this printable form by registered letter with acknowledgement of receipt after having dated and signed it. The Customer must contact the Seller within 24 hours of sending the withdrawal in order to proceed with the payment of the Order; otherwise the Seller shall be able to cancel the Order and apply the cancellation fees stipulated in these General Conditions. For further details, please visit: <https://pledg.co/faq/>.

**Details of Payment in X instalments:** Payment in X instalments allows the Customer to pay for the Order placed with the Seller as follows:

- a mandatory contribution, debited on the day the Order is confirmed, for part of the Order and a fee of X% of the total amount of the Order, if fees are charged;
- the balance of the Order is divided into the number of remaining monthly payments according to the payment schedule provided.

Fees to be paid by the Customer: The Customer shall pay fees amounting to:

- 1.5% of the total amount of the transaction for a payment in 3 instalments
- 2.3% of the total amount of the transaction for a payment in 4 instalments.

These fees remain permanently due to Pledg. Under no circumstances can they be refunded, particularly if the Order is cancelled by the Seller or the Customer, or covered by the cancellation insurance.

### WITHDRAWAL FORM "PAYMENT IN INSTALMENTS"

To be returned only if you wish to withdraw from this offer, at the latest within 14 calendar days of your acceptance, by registered letter with acknowledgement of receipt to: Pledg, 112 rue de Réaumur, 75002 Paris. This withdrawal is only valid if it is sent before the expiry of the deadlines specified in the "withdrawal of acceptance" article above, legibly and fully completed. I, the undersigned, ..... born on ..... residing in ..... (town/city and postcode) declare that I am withdrawing from the credit offer of ..... euros from Pledg which I accepted on ..... in order to purchase ..... (goods or service) Order No. .... with (Name of merchant website)

Date: .....

Borrower's signature: .....

## 25 • Contact details

- **Seller and organiser (except Cinéscénie):** SAS PUY DU FOU FRANCE, Puy du Fou 85590 Les Epesses, RCS LA ROCHE-SUR-YON 347 490 070  
Registration with the Registre des Opérateurs de Voyages et de Séjours [Register of Travel and Accommodation Operators]: ATOUT FRANCE IMO85110016.  
Entertainment promoter licences: 1- L-R-2022-010912, 2- L-R-2022-010188, 3- L-R-2022-010191  
INTRA-COMMUNITY VAT No.: FR 67 347 490 070
- **Guarantor:** GROUPE ASSURANCE-CREDIT & CAUTION - 3 Place Marcel Paul - 92000 Nanterre, FRANCE.
- **Insurance company:** ACM IARD SA, 4 rue Frédéric-Guillaume Raiffeisen - 67000 Strasbourg.
- Seller and organiser of La Cinéscénie: Association pour la Mise en Valeur du Château et du Pays du Puy du Fou - Puy du Fou - 85590 Les Epesses, association created under the French 1901 Act, registered with the Prefecture of Vendée under number W852001216, SIRET 312 772 981 00022, Entertainment promoter licences: 1- L-R-2022-010202, 2- L-R-2022-010054, 3- L-R-2022-010185
- **Ombudsman:** Postal address: MTV - MEDIATION TOURISME VOYAGE - Service dépôt des saisines - BP 80303 - 75823 PARIS cedex 17; Website: <https://www.mtv.travel/>.

## 26 • Disputes

The GTCS and the execution of the Orders are governed by French law. Any dispute arising in connection with the conclusion, performance, interpretation or termination of the Order shall be subject to the jurisdiction of the French Courts, subject to (i) those professionals for whom the Parties agree to assign jurisdiction to the Commercial Court of Poitiers and (ii) where applicable, the mandatory rules of the Customer's country of residence, in the event that the Customer is a non-professional residing in a foreign country to which the Seller directs its commercial activities.

## 27 • General provisions

The fact that the Seller does not invoke, at a given time, any clause of the GTCS shall not be construed as a waiver to subsequently invoke all the clauses.

If any of the clauses of the GTCS are found to be null and void or cancelled for any reason, the other clauses shall not be affected and the Parties shall negotiate in good faith to amend the annulled clause.