

GENERAL CONDITIONS OF SERVICE - ORDERS

Private individuals - 20/04/2018

1 • INTRODUCTORY PROVISIONS

Except as otherwise provided for in writing and signed by the parties, these General Conditions of Service (hereinafter 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 Cinescénie (hereinafter the Puy du Fou) and/or the surrounding area (hotels), such as access to the Park and the 'Cinescénie' 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 residing directly with the Puy du Fou comprising up to less than 20 people (hereinafter the Customers). They constitute the essential and determining conditions and prevail over any document emanating from the Customer or prospectuses and catalogues issued by the Seller, which are of indicative value only. Therefore, any order for the Seller's Services implies, on the part of the Customer, unreserved acceptance of the GCS. The Seller may 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 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 at 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 at the Manoir de Charette, CS 70025, le Puy du Fou, 85590 LES EPESSÉS.
- by telephone on +33 (0) 820 09 10 10 from 9:00am to 6:00pm, Monday to Friday (€0.12/min. from a French landline);
- on the Seller's Website, accessible at <http://puydufou.com> » (hereinafter the Website).

- to the advantage of the reservation rate, the Customer must raise the order at least 72 hours before the date to which 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 email), as well as the names of those benefiting for 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. 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 and Meal vouchers, before validating. The Seller will acknowledge receipt by email, and attach the invoice, tickets and other «Exchange vouchers» for printing off before the visit.

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, fax, 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 to the address specified by the Customer when the Order was placed and validated by the Seller when it was allocated a booking number, or sent to the Customer by email, 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 destruction 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.

6 • CONDITIONS OF SERVICES

Access Entitlements and Exchange vouchers are dated and valid only for the date or dates shown. Access Entitlements to the Puy du Fou and stay packages are named and valid only for the person or persons indicated on the Access Entitlements or Exchange vouchers. 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 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 seller's staff may request the expulsion of any offender. 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 meals Services have 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 between the Puy du Fou and Angers Saint Laud Rail station 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 4 persons who have applied for the Services. Below this threshold, the transport Services will be cancelled by the Seller.

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 choice as to where to sit within the seating area allocated for this purpose and subject to availability.

Specific Conditions for the Cinescénie: The ticket is only valid for the performance booked at the «Cinescénie» show. Unlike the other shows, there is a specific seat allocated with each 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.

Specific Conditions for Christmas season of Puy du Fou: The ticket is only valid for the performance booked at the Christmas show; each ticket is allocated to a specific location in the stand. Seats must be taken no later than 15 minutes before the Christmas show, after which they can no longer be held as reserved.

7 • CLAIMS

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.vivtravel.fr 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 • AMENDMENTS AND CANCELLATION BY THE CUSTOMER - CANCELLATION INSURANCE

Access Entitlements, Exchange vouchers, and Meal vouchers delivered to the Customer or collected on-site are neither refundable nor exchangeable, and cannot be returned. If the amendment 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 amendment will be considered as a cancellation within the meaning of the following paragraph.

Cancellation or non-attendance of the Customer on the day: In the event of cancellation of all or part of the Order by the Customer, regardless of the cause, the Customer cannot claim any reimbursement from the Seller. 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.

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.

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 Mondial Assistance (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 visit 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.

9 • 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 Cinescénie, 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 a period of twenty days from the date originally agreed for the services;
- 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 Cinescénie, and subject to the express reservation that the cancellation takes place before the Cinescénie show is final finished, Cinescénie 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 30 days following the cancellation, otherwise it is inadmissible.

10 • 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.

11 • 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.

12 • LIABILITY

The liability of the Seller will under no circumstances arise in the event of non-execution or improper execution of the Order which is attributable to the Customer or to the unforeseeable and insurmountable actions of a third party.

13 • 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.

14 • 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.

15 • CONTACT DETAILS

Seller and promoter (except Cinescénie): SAS Grand Parc du Puy du Fou, Puy du Fou 85590 Les Epesses, registration n°: ATOUF France IM085110016.

Guarantor: Caisses Fédérales du Crédit Mutuel Océan, 34 rue Léandre Merlet - BP 17 - 85001 La Roche-sur-Yon.

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

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

16 • DISPUTES

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

17 • EXTRACTS FROM THE FRENCH TOURISM CODE

Article R211-3 Subject to the exclusions provided for in the third and fourth paragraphs of article L 211-7, any offer and sale of services for journeys or stays give rise to the delivery of appropriate documents which comply with the rules defined by this section. In the case of sale of air transport tickets or tickets for transport on regular services without additional services attached to such transport, the seller delivers to the buyer one or several tickets for the entire journey, issued by the carrier or under its responsibility. In the case of transport on demand, the name and address of the carrier, on whose behalf the tickets are issued, must be identified.

Separate invoicing of the various elements of the same tourist package does not exempt the Seller from the obligations which are applicable to it arising from the provisions of the present article.

Article R211-3-1 The exchange of pre-contract information or the provision of contract conditions is done in writing. They may be done by electronic means under the validity and operations conditions laid down in articles 1125 to 1127-6, 1176 and 1177 of the Civil Code. The name or business name and address of the seller are noted, as well as its registration identification in the register provided for in article L 141-3 or, if applicable, the name, address and registration identification of the federation or of the union noted in the second paragraph of article R.211-2.

Article R211-4 Prior to the conclusion of the contract, the seller must disclose to the consumer the information on prices, dates and the other constituent elements of the services provided during the journey or stay such as:

1. The destination, the means, the characteristics and categories of transport used;
2. The type of accommodation, its location, level of comfort and main characteristics, its official recognition and its tourist classification in accordance with the regulation or practices of the host country;

3. The meals services offered;

4. A description of the itinerary if a tour is involved;

5. The administrative and health formalities to be completed by nationals or by the nationals of another EU Member State or a State which is party to the agreement on the European Economic Area, especially if borders are to be crossed, and also the deadlines for their completion;

6. The visits, excursions and other services included in the package or potentially available for an additional charge;

7. The minimum or maximum size of the group allowed for the journey or stay as well as, if the journey or stay is dependent on a minimum number of participants, the deadline for informing the consumer in the event of cancellation of the journey or stay; this date cannot be set at less than twenty-one days before departure;

8. The amount or percentage of the price to be paid as a deposit at the conclusion of the contract as well as the timetable for the payment of the balance;

9. The methods of price revision such as are provided for by the contract pursuant to article R.211-8;

10. The conditions for cancellation of a contractual nature;

11. The cancellation conditions set out in articles R.211-9, R.211-10 and R.211-11;

12. The information concerning the optional payment for an insurance contract covering the consequences of certain cases of cancellation or for a contract of assistance covering certain specific risks, notably the costs of repatriation in the event of accident or illness;

13. When the contract includes air transport services, the information, for each flight segment, set out in articles R.211-15 to R.211-18.

Article R211-5 The information provided beforehand to the consumer commits the seller, unless within this information the seller has specifically reserved the right to amend certain items. The seller must, in this case, clearly indicate to what extent such amendment may take effect and on what items.

In any event, the changes to the information provided beforehand must be communicated to the consumer before the conclusion of the contract.

Article R211-6 The contract concluded between the seller and the buyer must be in writing, prepared in duplicate, one is given to the buyer, and signed by the two parties. When the contract is concluded by electronic means, articles 1125 to 1127-6, 1176 and 1177 of the Civil Code are applicable. The contract must include the following clauses:

1. Name and address of the seller, its guarantor and its insurer as well as the name and the address of the promoter;
2. The journey destination or destinations and, in the case of a split stay, the different periods and their dates;
3. The means, characteristics and categories of transport used, the dates and the departure and return locations;
4. The type of accommodation, its location, level of comfort and main characteristics, and its tourist classification in accordance with the regulations or practices of the host country;
5. The meals services offered;
6. The itinerary if a tour is involved;
7. The visits, excursions or other services included in the total price of the journey or stay;
8. The total price for the services provided as well as the indication of any potential revision of this invoice under the provisions of article R.211-8;
9. An indication, should they arise, of royalties or fees for certain services such as landing fees, boarding or disembarkation fees at ports and airports, tourist taxes when they are not included in the price of the service(s) provided;
10. The timetable and methods of payment; the final payment made by the purchaser may not be lower than 30 per cent of the price of the journey or stay and must be settled when documents for the journey or stay are delivered;
11. Special conditions requested by the purchaser and accepted by the seller;
12. The means by which the buyer can submit to the seller any claim for non-performance or defective performance of the contract, such claim must be sent as soon as possible, by any means enabling a receipt to be obtained from the seller and, if appropriate, in writing, to the organiser of the journey and the service provider concerned;
13. The deadline for information to the purchaser in the event of cancellation of the journey or stay by the seller where the journey or stay is dependent on a minimum number of participants, in accordance with the provisions of item 7 of article R.211-4;
14. The conditions for cancellation of a contractual nature;
15. The cancellation conditions set out in articles R.211-9, R.211-10 and R.211-11;
16. The details concerning the risks covered and the amount guaranteed under the insurance contract covering the consequences of the seller's professional civil liability;
17. Indications as regards the insurance contract covering the consequences of certain cancellation circumstances that the purchaser has bought (policy number and name of the insurer) as well as those concerning the contract of assistance covering certain specific risks, in particular the costs of repatriation in the event of an accident or illness; in this case, the seller shall deliver to the purchaser a document at least specifying the risks covered and risks excluded;
18. The deadline for informing the seller in the event of assignment of the contract by the purchaser;
19. The commitment to provide to the purchaser, at least ten days before the date scheduled for departure, the following information:

a) The name, address and telephone number of the seller's local representative or, failing this, the names, addresses and telephone numbers of the local agencies that could assist the consumer in the event of difficulty or, failing this, the number to call in order to contact the seller in the event of any emergency;

b) For minors on journeys and stays abroad, a telephone number and address for directly contacting the child or for persons responsible for the child where the stay is taking place;

20. The termination clause and the clause covering reimbursement without penalties of the sums paid by the purchaser in the event of non-compliance with the obligation to inform referred under item 13 of article R.211-4;

21. The commitment to provide to the purchaser, in good time before the beginning of the journey or stay, the departure and arrival times.

Article R211-7 Purchasers may assign their contract to a transferee who fulfils the same conditions as them in order to carry out the journey or stay, provided that this contract has not given rise to any effect.

Except where there is a more favourable stipulation for the transferee, the latter is required to inform the seller of his/her decision by any means which enables an acknowledgment of receipt to be obtained no later than seven days before the beginning of the journey. When the matter relates to a cruise, this deadline is extended to fifteen days. This assignment is in no case subject to prior authorization by the seller.

Article R211-8 When the contract includes the express possibility of a price revision, within the limits laid down in article L 211-12, it must note the specific methods of calculation of both upward and downward price movements, and in particular the amount of transport costs and related taxes, the currency(ies) which may have an impact on the price of the journey or stay, the portion of the price to which the variation applies, the exchange rate of the currency chosen as a reference point whilst establishing prices contained in the contract.

Article R211-9 When, before the purchaser's departure, the seller is forced to amend one or more of the essential items in the contract such as a significant increase in price and when the seller disregards the obligation to inform referred to in item 13 of article R.211-4, the purchaser may, without prejudice to remedies at law for redress of any damage potentially suffered, and after having been informed by the seller by any means which enables an acknowledgment of receipt to be obtained:

- either terminate the contract and obtain immediate repayment without penalty the sums paid;

- or accept the change or the substitution journey proposed by the seller; an addendum to the contract specifying the changes made is then signed by the parties; any decrease in price comes as a deduction of amounts potentially still due by the purchaser and, if the payment already made by the latter exceeds the price of the modified service, the over payment should be paid back before the date of departure;

Article R211-10 In the situation provided for in article L 211-14, when, before the purchaser's departure, the seller cancels the journey or stay, the seller must inform the purchaser by any means which enables an acknowledgment of receipt to be obtained; the purchaser, without prejudice to remedies at law for redress of any damage potentially suffered, obtains from the seller immediate repayment without penalty of sums paid; the purchaser receives, in this case, compensation at least equal to the penalty that he would have suffered if the cancellation had happened as a result of his/her actions at that date.

The provisions of this article shall in no case prevent an obstacle to the conclusion of an amicable agreement whose objective is the acceptance, by the purchaser, of a substitute journey or stay proposed by the seller.

Article R211-11 When, before the purchaser's departure, the seller is unable to provide a major proportion of the services agreed in the contract representing a significant percentage of the price paid by the purchaser, the seller must immediately make the following arrangements without prejudice to the remedies for damages potentially suffered:

- either propose services in replacement of the services envisaged and bearing any potential increase in price and, if the services accepted by the purchaser are of lower quality, the seller must reimburse him/her, on return, the difference in price;

- or, if he cannot offer any replacement services or if these are refused by the purchaser for valid reasons, the seller must provide to the purchaser, at an extra cost, transport tickets to ensure his/her return in conditions which may be considered to be equivalent to the departure location or to another location agreed by the two parties.

The provisions of this article shall apply in cases of non-compliance with the obligation laid down in item 13 of article R.211-4.