

GENERAL TERMS AND CONDITIONS OF TICKET SALES, STAYS, AND RELATED SERVICES FOR INTERMEDIARIES:

TOURISM PROFESSIONALS AND GROUPS – 10/04/2024

1. GENERAL PROVISIONS

These General Terms and Conditions of Sale expressly govern the relationship between PUY DU FOU ESPAÑA, S.A. (with Tax ID No. A-45871472 and registered office at Autovía CM-40, KM 13, 45004 - Toledo) and intermediaries (hereinafter referred to as “End Clients”) who purchase tickets to resell them to their end clients so that they may attend the “PUY DU FOU ESPAÑA” theme park (hereinafter, the “Park”) and the evening show titled “EL SUEÑO DE TOLEDO” (hereinafter, the “Show”) in Toledo.

Tickets are defined as those granting access to the Puy du Fou España Park; “night show tickets” as those for access to El Sueño de Toledo; “combined ticket” as those granting access to both the Park during the day and the evening Show; “extras” as the Emotion Pass and other add-ons linked to tickets, such as lockers, wheelchair rental, and additional services (e.g., Flexible Rate); “catering” as food services; and “combined travel package” as tickets plus accommodations.

These General Terms and Conditions of Sale are essential and shall take precedence over any other document provided to the End Client, including any advertising or information brochures that may be provided to them.

To improve the services and products offered on its website, PUY DU FOU ESPAÑA, S.A. reserves the right to modify these General Terms and Conditions of Sale, as well as any other general or specific conditions, usage regulations, or notices that apply.

The visitor accepts that they may be notified of modifications on Puy du Fou España's websites, and these modifications will become effective thirty days after the notification on the website.

Notification obligations to the End Clients will be deemed fulfilled by updating the General Terms and Conditions of Sale posted on the website www.puydufou.com/espana and/or at the Park and Show facilities.

In any case, prior to purchasing Park and/or Show Tickets and other items, the Client may always consult the applicable General Terms and Conditions of Sale from PUY DU FOU ESPAÑA, S.A. The End Client must inform their customers of these General Terms and Conditions of Sale.

2. VALIDITY AND GENERAL FEATURES OF TICKETS

Tickets are valid only for the dates indicated, as selected during the purchase process. However, for the combined Park + Show ticket option, the specific conditions outlined on the Ticket must be reviewed.

Tickets, night show tickets, combined tickets, extras, catering, and combined travel packages are personal, non-transferable (resale is prohibited), and may only be used by the individuals specified. Accordingly, PUY DU FOU ESPAÑA, S.A. staff may request an official ID from the End Client. PUY DU FOU ESPAÑA S.A. assumes no responsibility for any lost, stolen, damaged, or destroyed Ticket, except as specified herein.

End Clients must comply with the internal regulations of the Park and/or Show. PUY DU FOU ESPAÑA, S.A. reserves the right to refuse admission and may expel individuals who violate these rules, without any right to reimbursement.

PUY DU FOU ESPAÑA, S.A. informs that access to various shows within its entertainment offer is subject to seating and pass limitations, so user access to all shows cannot be guaranteed.

3. PURCHASE OF TICKETS

3.1. Purchase Process

Group tickets can be purchased by calling +34 925 63 01 37, Monday to Friday from 9:30 am to 7:00 pm, and Saturday and Sunday from 9:30 am to 6:00 pm; by emailing adv.es@puydufou.com; or by requesting a reservation through the website form.

A group purchase is defined as the purchase of more than twenty (20) Tickets for the same visit day, paid in a single transaction.

The End Client must select the tickets, indicating the number, specific associated services, and date for use by their Client, and place them in their shopping cart. After clicking "Complete Purchase," they must enter their details in the relevant fields (they may return to the previous step to make changes). Then, before validating the request, they should review the order, including Ticket dates, price, and payment details. PUY DU FOU ESPAÑA, S.A. will confirm the purchase by email, including the invoice and Tickets.

For End Clients to benefit from advance booking prices, subject to existing capacity limits, they must place their order at least 30 days before the visit. In addition, End Clients must provide a delivery address (postal or electronic) and the names of Ticket beneficiaries.

3.2. Purchase Effects

The Purchase becomes final and binding for PUY DU FOU ESPAÑA S.A. once full payment is received. For group orders of more than 20 tickets, the purchase is finalized upon payment of the deposit specified in article 5 of these General Terms and Conditions of Sale.

The purchase is also final for the End Client once PUY DU FOU ESPAÑA, S.A. accepts the order and may only be canceled or modified under the conditions outlined in these General Terms and Conditions of Sale.

4. PRICES

Ticket prices for the Park and/or Show, as well as other items, are shown in the brochures and/or on the PUY DU FOU ESPAÑA, S.A. website. All prices are in euros, including VAT. These prices do not cover personal expenses within the Park.

Children under three (3) years of age are not required to pay for Tickets and will be seated in the same seat as the accompanying adult. PUY DU FOU ESPAÑA staff may request proof of the child's age at any time; if proof is not provided, the adult rate will apply. This free admission applies only to daytime Park access and the Night Show and does not cover other services, such as catering or lodging.

In any case, the child's age at the time of the Park visit will be considered, not the reservation date.

For individuals with disabilities of 33% or greater, proof of disability must be presented at the Park entrance to validate the applied discount.

PUY DU FOU ESPAÑA S.A. offers various price categories:

- **Advance Booking Price:** If the End Client purchases the Ticket more than 30 days in advance of the Park visit and/or Night Show, they may benefit from the advance booking price shown in brochures or on the website.
- **Standard Price:** If the End Client purchases the Ticket less than 30 days in advance, they can only acquire Tickets at the non-advance booking price (box office rate).

For the Show, End Clients may select from two types of tickets for their Clients:

A. **Preferred Seating:** A seat located in the preferred area of the seating section, with an additional cost per ticket, as shown on www.puydufouespana.com/espana; or

B. **Classic Seating:** A seat outside the preferred area.

Both seating types are automatically assigned without the possibility of selection by the End Client.

End Clients may not resell Tickets at a different price than agreed or use them in raffles, giveaways, contests, or freebies without prior express authorization from PUY DU FOU ESPAÑA, S.A.

For group purchases of more than 20 Tickets, PUY DU FOU ESPAÑA, S.A. will provide one (1) free Ticket. In no case may the group enjoy the Park and/or Show with more free Tickets than paid Tickets.

5. PAYMENT METHODS

Tickets and other items for groups may be paid for by bank transfer, direct debit, or credit or debit card, as follows:

- Within seven (7) days, a deposit of 25% of the total; the remaining 75% must be paid 30 days before the visit date.
- For quotations 30 days or more before the service date, full payment is required.

An invoice will be issued once the service is provided.

6. PAYMENT ISSUES

In the event of any issues related to the payment for the Tickets, whether it be a delay in payment, a charge rejection, or any other issue, PUY DU FOU ESPAÑA, S.A. reserves the right to cancel all or part of the order and/or reject new orders from the Final Customer, without prejudice to any other legal recourse that may correspond.

7. DELIVERY OF TICKETS

Provided that the Final Customer has paid the full price of the Tickets in advance, these will be sent to the Final Customer's email. In case of loss or damage to the Tickets, the Final Customer must inform PUY DU FOU ESPAÑA, S.A. as soon as possible in order to

replace them via email. The Final Customer is not authorized to offer any services related to the Tickets as promotional gifts, prizes, or lottery.

8. CONDITIONS OF TICKETS AND SERVICE PROVISION

Tickets, night show tickets, combined tickets, and supplements are nominal and only valid on the dates specified on them. Park staff may request the presentation of an identity document from any Final Customer solely to verify that the Tickets are in the possession of their holder. If not presented, PUY DU FOU ESPAÑA, S.A. reserves the right to refuse access to the Park and/or Show, with no possibility of a refund for the Final Customer.

The Park's restaurants are accessible to Final Customers, always subject to existing capacity regulations. If the Ticket includes catering services, the Final Customer must confirm their reservation upon arrival at the Park at the designated ticket windows so that their catering coupon can be properly validated. In this case, the group must go to the catering point as a group, not separately, at the time previously agreed upon with PDFES. The group leader must present the catering voucher at the restaurant. If this procedure is not followed, the contracted service will not be provided.

The above provisions also apply to school workshops.

Specific catering coupons will only be accepted at the Park's fast-food establishments and will be valid exclusively for the day of the visit.

Access to the Puy du Fou España premises (including parking) with animals is not permitted, except for assistance dogs, provided the corresponding accreditation is presented. Access to the premises with rigid or semi-rigid coolers over 20 liters is not allowed.

All minors must be accompanied by one of their parents or another authorized adult. School groups must comply with the Ten Commandments of Good Practices, which will be provided to the Educational Institution.

Puy du Fou España does not guarantee viewing all shows in one day.

The Emotion Pass will allow access to a reserved area for that purpose, within the limit of available places and according to the specific conditions that govern it and are published on the website.

Regarding the Night Show, the Ticket is only valid for the day and function reserved and includes a specific seat in the reserved location: Classic or Preferred. Children with free tickets must remain seated on their companions' laps throughout the performance. The number of free tickets cannot exceed the number of paid tickets.

9. COMPLAINTS

The Final Customer may direct their complaints, claims, or requests for information to the Customer Service of PUY DU FOU ESPAÑA, S.A., by certified letter with acknowledgment of receipt to the following address: CM 40, Exit 13 – 45004 Toledo, by email at info.es@puydufou.com, or by phone at the following number: 925 630 135.

Any claim related to tickets, night show tickets, combined tickets, supplements, and/or catering must be accompanied by the Tickets themselves and the coupons or vouchers included with them, as well as any documentation substantiating the facts on which the claim is based.

PUY DU FOU ESPAÑA, S.A. will make its best efforts to respond to received claims within a maximum period of 30 calendar days from the receipt of the claim. Furthermore, if PUY DU FOU ESPAÑA, S.A. proposes several solutions to the Final Customer, they must respond as soon as possible, not exceeding 72 hours in any case.

10. PARTIAL OR TOTAL MODIFICATIONS AND CANCELLATIONS

The cancellation conditions specified in this clause apply to all services that, by their nature, may be subject to modification or cancellation, offered by PUY DU FOU ESPAÑA, S.A. that fall under the concept of tickets, night show tickets, combined tickets, supplements, and catering, as defined in clause 1 (unless the Tickets themselves specify their own conditions).

The Final Customer must ensure, before processing the purchase, the accuracy and adequacy of the entered data and the selected dates, as the cancellation conditions stipulated in clause 10.1 will automatically apply.

Up to 30 days before the date of the visit, a reduction of a maximum of 20% of the total number of people will be allowed without penalty. Up to 7 days before the date of the visit, it will be possible to increase the number of people and services, always subject to availability.

10.1. Cancellations

Tickets, night show tickets, combined tickets, supplements, and catering do not allow modifications, cancellations, or refunds, except for force majeure. In this latter case, the Final Customer must notify the impossibility of redeeming their tickets, supplements, catering, and/or accommodation before the scheduled date of their visit; if documentation is presented after this date, the request will not be considered. If the Final Customer does not attend the Park and/or Night Show on the date specified on the Ticket without any justification, regardless of the reason, they will not be entitled to demand a refund or modification of the Ticket date from PUY DU FOU ESPAÑA, S.A. For combined trips, the Final Customer may change or cancel their reservation up to one week before the date of their visit. Once the maximum date has passed, 100% of the reservation will be charged.

- Cancellations 60 days in advance: 50% refund of the total deposit.
- Cancellations 45 days in advance: 25% refund of the total deposit.
- Cancellations 30 days in advance or less: no refund.

RIGHT OF WITHDRAWAL FOR PURCHASES MADE THROUGH THE WEBSITE OR BY

PHONE: The Final Customer should note that, as established in Article 103 of the Consumer and User Law, the right of withdrawal cannot be exercised in contracts concerning the provision of services related to recreational activities when specific dates or execution periods are anticipated; therefore, the Final Customer will not have this right of withdrawal concerning the purchase of Tickets as they are acquired to enjoy the Show on a specific date.

Additionally, in the case of cancellations of group Ticket purchases, PUY DU FOU ESPAÑA, S.A. will refund the Final Customer the following percentages of the total deposit price, depending on the advance notice given for the cancellation as outlined in the following table:

11. MODIFICATIONS AND CANCELLATIONS BY PUY DU FOU ESPAÑA, S.A.

Tickets, night show tickets, combined tickets, supplements, and catering will not be

refunded if the inability to provide the service(s) is due to force majeure (Art. 58.b Royal Decree 2816/1982, of August 27, which approves the General Regulation on Public Entertainment and Recreational Activities).

In the event of the cancellation of the night show or closure of the Park due to force majeure circumstances, the reservations team of Puy du Fou España will contact the Final Customer as soon as possible from the moment the cancellation of the show or closure of the Park is confirmed through Puy du Fou España's communication channels (social media, park speakers, website, etc.), via email or phone, to propose a solution.

The suspension of any daytime shows due to organizational circumstances that prevent their celebration or due to force majeure does not imply the closure of the Park, so the provisions specified in the previous paragraph will not apply, and therefore there will be no right to a refund.

12. ASSIGNMENT OF RIGHTS AND OBLIGATIONS

The Final Customer may not assign the rights and obligations that correspond to them under these General Sales Conditions, including their orders or Tickets.

13. INTELLECTUAL PROPERTY

PUY DU FOU ESPAÑA, S.A. is the sole owner of the industrial property rights related to its brand and other distinctive signs of its ownership.

Consequently, the Final Customer and their Clients agree not to perform any act of disposal of the trademarks and distinctive signs of PUY DU FOU ESPAÑA, S.A., including their use by any means, physical or digital, for purposes other than those expressly authorized. This obligation is indefinite.

In no case will access, browsing, and use of the Website by the Final Customer and/or the purchase of Tickets and/or attendance at the Park and/or Show imply a waiver, transfer, license, or total or partial assignment of intellectual, industrial, or any other rights by PUY DU FOU ESPAÑA, S.A. in favor of the Final Customer or third parties.

References to registered trademarks or trade names, or other distinctive signs, whether owned by PUY DU FOU ESPAÑA S.A. or third companies, imply a prohibition on their use without the consent of PUY DU FOU ESPAÑA, S.A. or its legitimate owners.

14. PERSONAL DATA (LOPD)

In accordance with the provisions of Organic Law 3/2018 and Regulation (EU) 2016/679, PUY DU FOU ESPAÑA S.A. informs the Final Customer as follows regarding the processing of their personal data and those of their Clients:

- Responsible: PUY DU FOU ESPAÑA S.A.
- Purpose: Contractual management arising from the current relationship.
- Legitimization: Consent of the interested party and contractual execution.
- Recipients: The provided data will not be transferred to any third party, unless legally required.
- Rights: Access, rectify, delete data, opposition, limitation, and portability, which can be exercised at the address of the responsible party specified in this contract or at the following email address: misdatos@puydufou.com.

Additional information: Please refer to the detailed additional information regarding data protection on the website

<https://www.puydufouespana.com/en/data-protection-policy>. Additionally, a copy of this Privacy Policy will be sent to your email during the booking process.

15. RESPONSIBILITIES

PUY DU FOU ESPAÑA, S.A. will only be liable for damages caused to Customers, third parties, or property when they are caused by its gross negligence or fault in accordance with legal provisions.

Consequently, PUY DU FOU ESPAÑA, S.A. will not be responsible for breaches arising from actions attributable to the Customer, for which they will be held liable according to law, or that, in general, arise from events not directly attributable to them.

Personal plans, including travel, accommodations, or services contracted by the Customer independently, are at their own risk. PUY DU FOU ESPAÑA, S.A. assumes no responsibility in this regard.

16. FORTUITOUS CAUSES OR FORCE MAJEURE

In addition to elements generally accepted by jurisprudence as cases of force majeure, the obligations of PUY DU FOU ESPAÑA, S.A. will be automatically suspended without being considered responsible for any breach in cases of force majeure and, in general, in the event of an occurrence beyond its control, which prevents the normal operation of the Park and/or Show, such as extreme weather conditions, flooding, fire, health disasters, including pandemics, strikes, or employer shutdowns at PUY DU FOU ESPAÑA, S.A. or its suppliers, supply difficulties, decisions by an administrative authority, riots, vandalism, accidents, transport blockages or delays, supplier force majeure, or any other cause that results in a partial or total halt for PUY DU FOU ESPAÑA, S.A. or its suppliers. PUY DU FOU ESPAÑA, S.A. will inform the Final Customer of the occurrence of such an event by email. If the force majeure event or its consequences last more than 20 days from the sending of the email, each party may cancel the purchase of the Tickets by certified letter with acknowledgment of receipt, and this cancellation will not give rise to compensation, penalty, or indemnity.

17. INSURANCE

PUY DU FOU ESPAÑA, S.A. has liability insurance for personal, material, and immaterial damages with a maximum amount of €15,000,000.00.

The maximum amount of compensation per incident will be €15,000,000.00.

18. GOVERNING LAW AND JURISDICTION

The present General Sales Conditions are governed by Spanish law. Any controversy, conflict, or discrepancy that may arise from the interpretation or execution of these General Sales Conditions will be submitted to the courts of Toledo.