### **GENERAL TERMS OF SALE 2018**

The general terms of sale herein set out the general terms arising from the provisions of the Tourism Code regarding the sale of trips and breaks.

It is expressly stipulated, in conformity with the provisions of Article L 211-9 of the Tourism Code that the information appearing in this brochure or on the futuroscope.com websites may undergo modifications of which the customer shall be informed before concluding the contract or before departure, with the exception of those pertaining to certain shows, attractions, shops or restaurants, which are open only during certain periods or which may be closed, modified, or cancelled for technical reasons without prior notice.

#### CONTRACTUAL RELATIONSHIP

1/ FUTUROSCOPE DESTINATION (FD), a limited liability company ("société anonyme") with capital of 300,000 € whose registered offices are at Jaunay-Clan – 86130 Jaunay-Marigny, registered in the Poitiers trade and companies register under number 400 857 090, licensed in the Tour and holiday operators register under number IM086100013, is the customer's sole contact and is responsible for the execution of the obligations resulting from these sales terms. FD cannot be held responsible for damages arising from cases of force majeure or from actions by the customer or by any third parties that affect the planning, the performance of the visit, and the services provided during the visit.

2/ The customer acknowledges being legally entitled to enter

into a contract under the terms of sales set forth herein, in other words that he or she is at least 18 years of age, is legally competent to enter into a contract and is not a ward or under quardianship.

A letter of consent must be sent to Futuroscope Destination, CS 93030, 86133 Jaunay-Clan Cedex for minors not accompanied by an adult. We reserve the right to cancel the booking if a letter of consent is not provided.

3/ The prices appearing in the FD brochures or on the futuroscope.com websites are applicable during the 2018 season. They have been determined according to prevailing economic conditions at the date of their establishment and may be revised up or down even after reservation in the event of variations to or the application of levies and taxes relating to the services provided (in accordance with articles L221-12, R211-8 and R211-9 of the Tourism code).

In this case, FD reserves the right to modify the global amount of the services by applying the variation percentage to the item concerned. The customer may either cancel or confirm his/her booking under the terms of Article R 211-9 of the Tourism Code. However, no price modification may be applied within twenty days prior to the visit.

4/ Once a file is completed by the customer, FD may not retroactively apply reductions or ad-hoc promotional offers.

5/ Before entering into the contract, FD will provide the customer with a form that includes the legal notices in accordance with articles R211-4 et seq. of the Tourism code, presented in a clear, comprehensible and conspicuous manner.

1/ Reservations must include the number of persons in your party, their ages, the date of arrival and services you have selected (including the number and type of rooms)

2/ Administration charges
Administration fees of 11 € shall be applied to each booking file, for any booking of at least one break that includes accommodation. Booking files that do not include accommodation shall incur administration fees of  $4 \in \text{per file}$ . An administration charge of  $8 \in \text{per file}$  applies to the purchase of Futurochèques Cadeaux gift vouchers. 3/ Non-Internet bookings

In the event of reservations less than 30 days before the date of arrival, the contract is binding upon file number allocation and payment of the required price. A booking agreement is sent to the client in return. The file is then confirmed and subject to the clause in paragraph IV.

In the event of reservations more than 30 days before the date of arrival, FD may send the client a contract-option specifying the different services reserved and the price of the total package. The contract-option must be confirmed within the option deadline (the date of payment reception being determinant) by payment in full of services and return of the signed contract. In the event of failure to pay, the contract is cancelled. In absence of the return of a signed contract, the payment of the package shall be considered as acceptance of the general sales terms and services.

The customer may, at any time, request a cost estimate prior to opening a file.

4/ Internet bookings

4.1/ The contract shall be binding upon the allocation of a file number and payment of the required price, regardless of the date on which the booking is made. The customer will receive a booking agreement by E-mail. The file is then confirmed and subject to the clauses in paragraph IV.

4.2/ In the event that the payment request is rejected by the

bank Internet server, the agreement will be cancelled and the booking file registered as a price offer. The customer shall have the option of confirming the price offer, subject to availability of the services, by contacting FD by telephone and paying by bank card

# 5/ Visitors documents

The visitors documents include entry tickets, hotel vouchers and vouchers for other services. Entry tickets give direct access to Futuroscope; other documents are to be handed in to the appropriate service providers.

Customers are required to arrive on the day indicated on the

visitors documents. Customers must notify the hotel directly if they will be arriving at their hotel after 6.00 pm; hotel contact details are included in the visitors documents

## 5.1/ Printing the visitors documents

Once payment has been made for all the services included in the booking, within 20 days of the start date of the first booked service, customers may, if they have submitted their e-mail address at the time of booking, print off the visitors documents themselves. By doing so, customers undertake to comply with

the terms of printing, validity and use of the said documents ven in article 6

5.2/ Delivery by post

If a customer does not opt to print the visitors documents, FD will, upon full payment of all the services included in the booking, send the said visitors documents in the 20 days that precede the start date of the first service. Documents can only be sent within France

5.3/ Document collection from the FD booking offices

Customers may, if they wish, collect the travel pack at the FD booking office, either at the Futuroscope main entrance or at the Gare TGV-Futuroscope train station, upon presentation of the booking file reference before 6.00 p.m.
For customers residing outside of metropolitan France and/or in

the event that an amendment or a booking is made less than 10 days before the date on which the first service begins, the final documents are to be collected from one of the FD booking offices before 6 pm, upon presentation of the file number.

6/ Terms of printing, validity and use of visitors documents printed by the customer

6.1/ The visitors documents include a print function that allows them to be printed on a home printer via an Internet connection. No other format (electronic, PC screen shot, portable screen, etc.) will be accepted.

Visitors documents that are print-enabled include the entry

tickets to Futuroscope and vouchers and other documents required to take receipt of the other services included in the booking.

6.2/ Validity of printed visitors documents

Customers must ensure that printed visitors documents are of a high print quality.

Printed visitors documents must fulfil the terms of validity given

In order to be valid, they must be printed in portrait format with the print size unaltered on an A4 sheet that is blank on both sides. A separate ticket is issued for each person included in the booking, and a separate copy is also issued of the documents covering the other services. All the visitors documents must be printed, without fail. Visitors documents, and in particular the tickets and vouchers, that are partially printed, smudged, damaged or illegible will be deemed invalid and be refused.

If the print quality is poor, the customer must print the print-enabled ticket and/or other documents again in order to be in possession of documents of a high print quality. To check the print quality, make sure that the information given on the ticket and/or on other documents, and the bar code, are clearly

FD declines all responsibility for errors that may occur while tickets or any other documents available for printing by the customer are being ordered, processed or printed.

6.3/ Use of printed visitors documents

Each printed entry ticket includes a unique bar code that grants access to one customer only and which is read and recorded at the entrance to Futuroscope by bar code scanners. Visitors cannot be admitted into Futuroscope more than once with the same ticket. Entry will only be permitted to the first person to present the ticket, who shall be deemed to be the rightful

Visitors documents are valid for the person named thereon and are nontransferable

They are non-exchangeable and non-refundable, unless the customer has taken out cancellation insurance which also covers amendment/cancellation costs (see terms of application and dates of cover in paragraph VIII) or where the customer has exercised a right of withdrawal in accordance with the terms and for the limited services indicated in article XII (ii) below

Customers may be asked to provide an official and valid proof of identity during checks at the entrance to Futuroscope or when handing over other visitors documents to operators providing services as part of the stay in order to enable identification of the purchaser of the said visitors documents. Reproducing, duplicating and forging entry tickets and any other visitors documents, making them available for such purposes and using copies thereof is strictly prohibited. Such actions are punishable by legal prosecution, without prejudice to damages that FD and/or Parc du Futuroscope may rightfully claim from the offending parties for the losses suffered.

### III - TERMS OF PAYMENT

1/ Non-Internet bookings

1.1/ All payment must be made in euros by any authorized legal means of payment accepted by FD. Additional bank costs related to the means of payment used shall be borne by the customer, who hereby expressly agrees. Reservations will only be deemed paid after payment has been received for the full amount, increased if necessary, by any bank costs such as transfer fees, and check cashing fees for foreign banks.

1.2/ In the case of reservations less than 30 days in advance, only bank card payment will be accepted.

2/ Internet bookings

All payments must be settled in euros by Visa, Mastercard or American Express on the day on which the booking is made. Bookings made over the Internet must be paid in full immediately. No other means of payment can be accepted. FD is not responsible for bank card transaction charges resulting from variations in the exchange rate or other reasons.

3/ In the event of late payment by a tourism industry professional, a late payment penalty equal to three times the legal interest rate shall be applied to outstanding amounts. Such interest payments, in addition to payment for the services ordered, shall become due from the tourism industry professional to FD starting on the day after the settlement date indicated in the contract and shall apply for each day that the late payment remains outstanding. The tourism industry professional shall also owe a fixed sum of 40€ to FD as payment for collection charges incurred to recover the amounts due. Additional compensation may be sought by FD if the actual costs incurred exceed 40€.

### IV - MODIFICATION OR CANCELLATION

1/ Modifications, full or partial cancellation at the customer's request Requests for modifications to, or for full or partial cancellation of

confirmed files (including files booked over the Internet) can only be made through the FD booking office before the start of the first service up to the actual day. They must be made in writing to FD (deadlines for acceptance: date of receipt for requests received by post; 6.00 pm local time for fax 05 49 49 30 25 and e-mail <a href="mailto:reservations@futuroscope.fr">requests</a>). Charges incurred by requests for amendments shall be payable on the day on which the amendment is made and must be settled by bank card over the telephone.

Services purchased through some special offers are non-exchangeable, non-refundable and non-amendable (except where the right of withdrawal is applied in accordance with the terms and for the limited services indicated in article XII (ii) below). Notwithstanding the terms herein, special cancellation terms may be applied to some special offers (see terms and conditions of the offers).

Only the FD booking office may make amendments, subject to availability. Customers receive an amended contract showing changes that have been made to their booking. No corrections directly added by the customer on an FD document shall be taken into account. Any change in dates of package or hotel accommodation requested by the customer less than 15 days prior to his arrival constitute cancellation of the initial reservation (with application of cancellation costs described in the following clause) and registration of the new order under the terms described above.

2/ Any request for modification by the customer that constitutes full or partial cancellation of a confirmed booking file shall result in FD retaining the sum shown below in addition to the inscription fee and the cancellation insurance fee, if applicable:

		Up to D-15	From D- 14 to D-3	From D-2 to D & non presentation
	Dated tickets, visit options except meals (full cancellation)	0%	0%	100%
	Meals, hotel services and breaks	0%	75%	100%

in which "D" is the day on which the first service begins.

(a) These costs may be covered by the cancellation insurance (see terms of application and date of application in paragraph VIII).

Furthermore, in accordance with the provisions of article L.211-14-II the customer may cancel the break without paying administration fees "if exceptional and unavoidable circumstances occurring at or in the immediate vicinity of the place of destination" have a significant effect on the break or on transport to the place where the break is to take place. In such an event, the customer shall be entitled to a full refund of the price paid for the break without damages. It is hereby stated that such circumstances shall only be deemed to have occurred on the basis of objective evidence.

In the event that an amendment or cancellation is made after the visitor documents have been printed and before the date of arrival, the customer shall be required to return the relevant vouchers to FD, after having notified FD of the ticket reference numbers that are to be amended or cancelled in order for the request to be considered.

No reimbursement shall be made at the ticket counter or by the FD agencies.

2/ Late arrivals, waiver of service and early departures

In the event that the customer arrives after the date on which the first booked service begins, forgoes one of the services booked as part of the stay (except under the right of withdrawal referred to in articles VIII and XII ii below) or if the stay is terminated early, no reimbursement shall be made, unless provided for under the terms of insurance if such coverage has been taken out by the customer (see terms of application and dates of cover in paragraph VI).

### 3/ No-shows

In all cases, a no-show by the customer shall result in costs equivalent to the total amount of the file, except under application of the insurance terms if the customer has taken out such coverage (see conditions of application and dates of cover in paragraph VIII).

4/ Modification or cancellation due to FD

In accordance with the provisions of article L.211-13 of the Tourism code, FD reserves the right to amend break files of its own accord before the start of the break. In such a case, FD will notify the customer of the minor amendments that are made. The customer may not claim compensation for amendments

Should a vital component of a confirmed file be amended by FD or a confirmed file be cancelled by FD, the provisions of articles R211-9 and R211-10 of the Tourism code shall apply. In such a case, the customer is entitled to reject the proposed amendment and receive a full refund of the price of the break. proposed Further pursuant to article L.211-14 of the Tourism Code, FD must, when obliged to cancel the break due to exceptional and unavoidable circumstances, notify the customer thereof at the earliest opportunity before the start of the break and issue a full refund of payments received for the cancelled break within a maximum period of fourteen (14) days.

5/ Open-ended tickets and open Tickets Gourmands (valid for one year from the date of purchase), as well as Futurochèques Cadeaux gift vouchers, may be neither returned, exchanged, nor reimbursed; cancellation insurance is not applicable.

Notwithstanding the foregoing, the customer is, in accordance with article L121-21 of the Consumer code, entitled to a right of withdrawal for any remote purchase of these products, in accordance with the terms set forth in article XI(ii) hereinafter.

### V - ASSIGNMENT OF CONTRACT

In accordance with article L211-11 of the tourism code, the customer may transfer the contract herein up to 7 days from the start on condition that it has not taken effect, with notification given to FD within a reasonable time period, to a person who fulfils the same conditions as the customer. The customer and transferee remain jointly liable for payment of the balance of the contract and of the transfer fees that shall be notified

To be taken into consideration, any claim pertaining to a service must be addressed to FD by registered letter, return receipt requested, within 15 days following the stay.

To avoid dispute, proof of visit (entry tickets, vouchers, etc.) indicating the number of visitors must be included with the claim.

Customers who do not receive a satisfactory reply within 60 days of contacting the FD customer services department may refer their case to the tourism and travel ombudsman. Contact details and complaint procedures can be found on the

details and complaint procedures can be found on the ombudsman website at <a href="https://webgate.ec.europa.eu/odr">www.mtv.travel</a>
For online sales, travellers may apply to the dispute resolution platform available at <a href="https://webgate.ec.europa.eu/odr">https://webgate.ec.europa.eu/odr</a>, or MTV Médiation Tourisme Voyage – BP 80 30375 823 Paris Cedex 17, e-mail: <a href="mailto:info@mtv.travel">info@mtv.travel</a>, lel.: (+33)142679668) no later than than one year from the written claim made to FD.

Customers may, if they wish, also take their claim to the online dispute resolution platform offered by the European commission in accordance with article 14 of Regulation (EU) no. 524/2013. This platform is available via the following link: https://webgate.ec.europa.eu/odr/.

#### VII - LIABILITY

FD is responsible for the proper performance of the services on offer and for providing assistance to travellers in difficulty.

In the event that its liability is rightfully incurred on account of the services provided, and except in the case of physical injury, deliberate damage or damage caused through negligence, any damages are limited to three times the total price of the break.

# VIII - CANCELLATION INSURANCE (POLICY NO. 0800991)

(Extract taken from the general terms of sale)
When reserving with FD, the customer may take out insurance coverage with Inter Partner Assistance (operating under the AXA Assistance trademark) – 6 rue André Gide – 92328
CHATILLON to cover the cancellation of his/her reservation, delayed arrival at the place at which the stay is to take place, interruption of the stay and loss of luggage.

Benefits for which the insurer is liable are strictly limited to those cancellation fees due on the date on which occurred the incident leading to the warranty coming into force. Cancellation insurance shall apply if:

- the booking is cancelled for one of the following reasons: Serious physical injury or death:
- to or of you, your marital or common law spouse or any person with whom you are in a long-term relationship, a member of your next of kin including those who are not your financial dependants, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, nephew or niece, uncle or aunt and members of your stepfamily, legal guardian, regardless of their country of residence, or any
- person living with you on a permanent basis;
   to or of a disabled person living under the same roof as you;
- to or of the person replacing you in a professional capacity or the person responsible for the care of your minor children indicated on the subscription form.

Indicated on the subscription form.

Extensive material damage at your place of residence or business premises or farm of which you are the owner, tenant or non-paying occupant, which requires your unavoidable presence in order to execute the requisite conservatory acts. You or your spouse are made redundant subject to the redundancy procedure not being initiated on the day on which

this agreement was entered into;

You are offered paid employment or a paid placement

scheduled to begin before the end of your trip, but not including extensions to or renewals of contracts or temporary positions; Issue of summons, attested by an official document, that could not have been foreseen and which cannot be deferred, for a date falling during the journey, subject to the condition that there was no knowledge of the summons on the day on which this agreement was contracted;

You are summoned to resit an academic exam or take a competitive examination scheduled during your visit, subject to the condition that the result of the failed exam in question was unknown on the day on which this agreement was contracted; You are summoned to attend a meeting with regard to adopting a child or receiving a residence permit or admittance for an

organ transplant operation scheduled during your visit, subject to the condition that there was no knowledge of the notification on the day on which this agreement was contracted;

Theft at your place of residence, business premises or farm of which you are the owner, tenant or non-paying occupant, in the 48 hours prior to departure requiring your unavoidable presence at the premises on the day of departure in order to execute the

at the premises on the day of departure in order to execute the requisite conservatory acts;

Amendment to or cancellation of your paid holidays by your employer that had previously been approved. In such a case, an excess shall apply equal to 20% of the total of the indemnity and not less than 30 euros per file. The warranty does not apply to company managers or legal representatives.

Loss or theft of your identity papers, which are an obligatory requirement for your journey, in the 72 hours prior to departure, subject to the condition that steps to procure a replacement are undertaken forthwith. In such a case, an excess shall apply equal to 20% of the total of the indemnity and not less than 30

euros per file;
Cancellation under the terms of warranty herein for one or more persons covered by this agreement and included on the same subscription form as you, such that the withdrawal requires you to travel alone or as a pair:

If you decide to travel alone or with one or two companion(s), the warranty makes provision for the refund of all additional hotel costs incurred by the cancellation, subject to the cancellation of the journey due to be taken by the person who was to share the same hotel double, triple or family room during the stay falling within the terms of the warranty herein, up to a limit not exceeding the amount of indemnity that would have been paid in the event of cancellation;

Unavoidable hindrance preventing departure: if you are able to transfer the trip to another person, we will bear the costs applied by the tour operator for reassigning the booking to the

Futuroscope is unreachable by the expected means of transport following an incident or occurrence regardless of the nature thereof, except when as a result of weather conditions;

Any damage to the transporting vehicle used either before the stay or during the journey that makes any continued onward iourney impossible.

the stay is cut short for one of the following reasons:

Warranty is granted solely where one of the following occurrences resulting in the interruption arises after the date of departure or the start of the stay as indicated on the subscription form: medical repatriation, early return home due to serious physical injury for which a vital prognosis is carried out or common law spouse, a member of your next of kin, brother, sister, father-in-law, mother- in-law, living in your country of residence; death of one of the following persons: brother-in-law, sister-in-law, son-in-law, daughter-in-law, uncle, aunt, nephew, niece, who must live in your country of residence; serious material damage requiring your unavoidable presence to complete the requisite formalities on the premises of: your main place of residence, second home, farm or business.

- delayed arrival at the place which the stay is to take place is intended to compensate you and beneficiary members of your family or a nonrelated person who is accompanying you and is indicated on the same journey subscription form as you, if one of the reasons for cancellation guaranteed in the above paragraph regarding cancellation of the booking only results in your delayed arrival at the place at which the stay is to take

This warranty is limited to the total costs for which you would have been invoiced if you had cancelled your journey on the day on which you became aware of the hindrance. You are reimbursed for the services that have been purchased but not used as a result of the delay to your arrival (costs related to the stay or packages) excluding costs for travel not booked through FD as part of your stay.

i loss, theft or damage to luggage You will be compensated for material damage due to loss of your baggage by the transporter and/or during transfer organised by the tour operator, theft of or full or partial damage to your baggage during the journey, up to a maximum of 150 € per beneficiary and a maximum of 750 € per incident.

Reimbursements are paid in accordance with the FD general terms of sale.

Cancellation insurance does not apply if:

- the booking is cancelled or the stay is cut short or arrival is delayed for one of the following reasons: Incidents occurring between the date on which the trip was

booked and the date on which the agreement herein was taken out; accidents or illness that have received a preliminary diagnosis, treatment, constitute a relapse or resulted in hospitalisation between the date on which the rip was booked and the date on which the agreement herein was taken out; cancellations or delayed arrivals instigated by the transporter or tour operator, regardless of the reason thereof; state of depression, psychological illness, nervous disease or mental illness requiring admittance to hospital for 7 or less consecutive days; voluntary termination of pregnancy, consequences and complications resulting therefrom; cosmetic treatment, therapy, in vitro fertilisation; cancellations or delayed arrivals due to regular follow-up medical examinations and observations; cancellations or delayed arrivals subsequent to failure to present, regardless of the reason thereof, a vital document required for the journey, except under the circumstances provided for under the warranty herein; delay in receiving a visa.

Possible specific exclusions can be found in the full insurance manual.

The cost of this insurance is 5% of the value of the total package file. It is mentioned in the reservation contract.

This insurance may only be taken out upon constitution of a reservation file and covers only those services ordered by the customer from FD.

It may not be added or withdrawn after the file has been confirmed.

It may not be cancelled once the file has been confirmed except

where the customer exercises a right of waiver. In accordance with article L112-10 of the insurance code, the customer may forgo an insurance policy if he or she can provide proof of prior coverage against one of the risks covered by the contract taken out. The customer should check whether he or she is already covered before taking out the proposed insurance policy. In accordance with article L112-2-1 of the insurance code, the customer shall also have a right of waiver in the event that an insurance policy with a validity period of more than one month (starting from the date on which the insurance policy is entered into until the end of the policy cover period) has been contracted as part of a remote booking. In both cases, the customer shall have a right of waiver, free of costs and penalties, for such a time as the contract has not been performed in full or the customer has not invoked any warranty. This right of waiver must be exercised by a request made in writing to FD (either by E-mail to made in writing to FD (either by E-mail to relationsclientele@futuroscope.fr or by post to Service Relations Clientèle – CS 3030 – 86133 Jaunay-Clan Cedex), within a period of 14 calendar days from the contract being entered into (date of receipt of partial or full payment of the order) and in accordance with the terms laid down in the general terms of insurance that are available on the futuroscope.com website or at the customer's request. The customer may use the waiver form that is available for download from <a href="https://www.en.futuroscope.com/terms-of-sale">www.en.futuroscope.com/terms-of-sale</a>. The right of waiver will result in the paid premium being refunded within a period of 30 days from the date of receipt of the waiver request.

If an insurance policy is taken out, to lodge an insurance claim, the customer must first notify FD of the cancellation as soon as the warranty event occurs and then send the requisite supporting documents by recorded delivery letter, fax or e-mail: Service Relations Clientèle – CS 3030 – 86133 Jaunay-Clan Cedex, fax number: 05 49 49 30 37

E-mail: relationsclientele@futuroscope.fr)

E-mail: <u>relationscilentele@trutroscope.fr</u>)
within 5 working days after the date on which the stay ended or, in the event of cancellation, 5 working days after knowledge of the accident, damage or loss, etc., so that the file can be processed by: Cabinet Chaubet-ASSURINCO, Gestion Assurance, 122 Bis, Quai de Tounis, BP 90932, 31009
Toulouse Cedex, gestionnaire des sinistres par délégation de AXA Assistance - Service Gestion des Règlements Assurance Voyages - 6 rue André Gide, 92320 CHATILLON.

#### IX- PERSONAL DATA

Under the general terms of sale herein, FD is required to collect certain personal information and data from customers, including but not limited to full names, emails, telephone numbers, addresses. This data is processed for the purposes of: order administration, admission to the park and notification of promotions where the customer has expressly agreed to receive offers from FD and/or its partners.

Data is processed under the responsibility of FD and is intended

for use exclusively by FD and/or its partners where the customer has expressly agreed to receive offers from FD and its partners.

Data collected for the purpose of order administration will be kept: (i) for five (5) years from the time it is collected for orders under 120  $\in$ , (ii) for ten (10) years for orders equal to or greater than 120 €.

Bank card data will be kept for fifteen (15) months after the transaction for evidence purposes in the event of a dispute about the transaction. The card security code is not retained after completion of the transaction.

Data collected for marketing purposes will be kept for three (3) years from the time it is collected. At the end of these periods, the data will be deleted. By way of exception, data collected for marketing purposes may be retained for a further three years if the customer agrees to receive promotional offers from FD and/or its partners.

Customers have the right to access and to have amended or erased data held about them or to restrict or object to its processing, which they can exercise by contacting: Michel BOUIN – Protection des données personnelles Parc du Futuroscope CS 52000 - 86133 Jaunay-Clan Cedexprivacy@futuroscope.fr. Customers may at any time withdraw their agreement to have data about them processed in relation to the receipt of sales promotions. Customers may also submit a claim to the CNIL data protection authority if they deem that their rights have not been applied. Contact details are available on www.cnil.fr.

on www.cnil.fr.
In accordance with articles L.223-1 et seq. of the Consumer Code, customers may at any time register the telephone number they provided to FD on the marketing call opt-out list if they no longer wish to be contacted by telephone. This can be done over the Internet at www.bloctel.gouv.fr or in writing by letter to: Société Opposetel, Service Bloctel, 6 rue Nicolas Siret, 10000 Troves.

# X - APPLICABLE LAW

The terms of sale herein are governed by French law. Any dispute with regard to interpretation and/or implementation shall come under the jurisdiction of French courts.

### XI - ABSENCE OF WITHDRAWAL RIGHT

According to the provisions of article L121-21-8 of the Consumer code, the right of withdrawal may not be exercised for the remote purchase of "accommodation, transport, meal, leisure" services ordered in the form of a package or separately, for a determined date or at set recurring intervals. As such, the customer shall not have an option to withdraw from the touristic services offered remotely by FD.

Consequently, the services ordered are exclusively submitted to the cancellation and modification terms in the provisions hereof. Notwithstanding the foregoing, under article L121-21 of the Consumer code, the customer has a right of withdrawal from the remote purchase of open-ended tickets, of open-ended Tickets Gourmands meal vouchers and of Futurochèque Cadeaux gift vouchers, which may be exercised within 14 days from the day on which the contract is entered into (date of receipt of partial or full payment of the order), with no other costs to be borne beyond those stipulated in articles L.121-21-3. to L.121-21-5. The customer must exercise this right before the to L.121-21-3. The customer must exercise unsurjust before the aforementioned period expires by submitting the withdrawal form that is available for download from <a href="https://www.en.futuroscope.com/terms-of-sale">www.en.futuroscope.com/terms-of-sale</a> or by notifying in unequivocal terms his or her wish to exercise this right of withdrawal, by E-mail (reservations@futuroscope.fr) or by letter (Futuroscope Destination - CS 93030 - 86133 Jaunay-Clan Cedex). The right of withdrawal will result in the amounts paid at the time of the order being refunded within a period of 14 days from the receipt of the withdrawal request.

### XII - MISCELLANEOUS

Futuroscope Destination is underwritten by the Banque Populaire du Val de France, 9 avenue Newton, 78180 MONTIGNY-LE-BRETONNEUX.

The company is also covered for professional liability with Allianz IARD, 87 rue de Richelieu, 75002 PARIS.

All our prices are shown in Euros and include VAT.

Please note that you may be required to pay an additional tourist tax by the accommodation provider.