

## **General Terms and Conditions for Click & Collect Catering Service**

Version 1 June 2025

The Click & Collect Catering Service allows visitors to Walibi Holland to order online catering products offered by eligible Walibi Holland sandwich shops and restaurants ('the Products') on the day of their visit. This service can be accessed using the 'Walibi Holland' mobile application, which can be downloaded from the main app stores (App Store, Google Play) free of charge.

The Click & Collect Catering Service is reserved for natural persons who hold a valid admission ticket to Walibi Holland on the date of ordering through the Click & Collect Catering module.

### **1.. Identification of the vendor 'the Vendor'**

The products available in the Click & Collect ordering module are marketed by:

- **Compagnie des Alpes**, parent company of the Compagnie des Alpes Group, registered with the Paris Trade and Companies Register under number 349 577 908, with its registered office at 50-51 Boulevard Haussmann, 75009 Paris,

And,

- **WalibiHolland Groep** consisting of the company WALIBI Holland BV (Chamber of Commerce number 55753728), WALIBI WORLD BV (Chamber of Commerce number 39052874) and WALIBI HOLLAND VAKANTIEPARK BV (Chamber of Commerce number 55753965), operator of the park WALIBI HOLLAND and WALIBI VILLAGE located at Spijkweg 30, 8256 RJ Biddinghuizen, the Netherlands ('the Vendor'). The Walibi Holland Group is part of the Compagnie des Alpes Group.

In these General Terms and Conditions, 'we' and 'us' shall refer to the above companies, which may jointly act as joint controllers for the processing operations referred to below.

Although Compagnie des Alpes is responsible for the management and supervision of the IT system used to collect and process your data, the Walibi Holland Group, as an independent data processor, is solely responsible for the management of the contractual relationship with you, the provision of the services ordered by you and the marketing and advertising activities for their services and brands.

### **2. Acceptance of the General Terms and Conditions of Click & Collect Catering Service**

The Visitor declares that he/she has read and accepted the General Terms and Conditions of Click & Collect Catering Service ('the General Terms and Conditions') prior to placing their order

. By confirming an order through the Click & Collect ordering module, you accept these General Terms and Conditions without restriction or reservation.

The Vendor reserves the right to amend the General Terms and Conditions at any time. Such amendments shall not apply to orders already placed. In all cases, the applicable General Terms and Conditions shall be those stated in the Click & Collect ordering module on the date of the customer's order.

### **3. Technical requirements**

To use the Click & Collect Catering Service, the Visitor must have: (i) a mobile terminal (smartphone/digital tablet on iOS, iPadOS or Android), (ii) a mobile internet connection or a wifi connection, (iii) and a valid email address. The costs of a mobile internet connection shall be borne by the Visitor.

### **4. Temporary Account Creation**

Visitors wishing to use the Click & Collect Catering Service on the day of their visit must create an account in the 'Walibi Holland' mobile application or on the Vendor's website, in accordance with the specified procedure. They must provide a valid email address. The visitor will be the only party with responsibility for keeping his/her access codes secret. The Walibi Holland Group disclaims all responsibility in the event of use of the account by a person other than the Visitor him/herself or by a person authorised by him/her who has the access codes.

Only one account per email address is allowed.

### **5. Products - availability**

All information and essential characteristics of the products are available in the Click & Collect ordering module in Dutch and English for restaurants in Walibi Holland that participate in the Click & Collect Catering Service. Images are for illustration purposes only and no rights may be derived from them. The products offered for sale may be changed or removed by the Vendor without prior notice. Such changes and deletions will not apply to orders already placed, subject to the following. Product offers are valid as long as they are visible in the Click & Collect ordering module and as long as stocks last. If a Product proves to be unavailable after the order has been placed, the Vendor will inform the Visitor accordingly at the time of collection of the order from the counter, and issue a refund.

The sales prices of the Products are specified online in the Click & Collect ordering module and are stated in euros, including all taxes. The Vendor reserves the right to

change the prices at any time, but the products shall be invoiced on the basis of the prices in effect at the time of placing the order.

It is recommended to consume the Products you collect as soon as possible, and not to freeze them. If you have any allergies, please contact the relevant restaurant directly before ordering. The Vendor cannot guarantee that the Products sold in restaurants are free of allergens.

## **6. Placing orders and payment**

Sequence of steps:

- Download and open the Walibi Holland application
- Create an account or log in to your account with your username and password in the Click & Collect Catering Service
- Select the restaurant or sandwich shop
- Select products
- Validate the order after checking the order summary
- Read and accept these General Terms and Conditions
- Pay the order online

Visitors can check the details of their order and correct errors if necessary before confirming the order, and in doing so they accept the terms and conditions. Confirming an order implies the Visitor's obligation to pay the specified price.

Orders placed through the Click & Collect ordering module can only be paid for by bank card. The Vendor guarantees the confidentiality of bank card numbers by means of protection and cryptology procedures.

## **7. Confirmation of the order**

Once the order has been paid, an order confirmation (including a summary of the order, the order number, and a QR code) will be sent to the email address provided by the Visitor when creating his/her account. Visitors must retain this order confirmation in order to retrieve their order.

## **8. Cancellation of the order**

Products can only be collected on the day of the order from the restaurant selected by the Visitor when placing the order.

The Visitor must present the order number and the QR code shown in the order confirmation email or displayed in the app.

Due to the nature of the Products, the Visitor is informed that the order may take longer to be available.

If the Visitor does not collect the order on the requested day, the Products ordered will not be delivered and the amount paid by the Visitor will not be refunded.

If the Vendor does not make the order available or delays it by more than 2 hours, the Visitor shall have the right to cancel the agreement. The purchase amount will subsequently be refunded to the account used for the order within 14 calendar days.

## **9. Sales of alcohol**

Alcoholic beverages will only be available from the Click & Collect Catering Service to accompany a dish of the Visitor's choice (starter, main course or dessert).

Alcoholic beverages will only be sold to persons aged 18 and above. By placing an order for an alcoholic beverage through the Click & Collect ordering module, the Visitor confirms that he or she is at least 18 years of age. You shall be exclusively personally liable for any violation of this article.

If there is any doubt that the Visitor has reached the legal age of 18 at the time of order collection, proof of identity may be requested when collecting the order.

The Vendor further reserves the right to refuse alcohol to persons who appear to be under 18 years of age or who are or appear to be under the influence of alcohol or medication.

By placing an order, the Visitor confirms that the purchase is final at the time of ordering and is not subject to tasting or subsequent approval.

Alcohol abuse is dangerous to your health. Please consume in moderation.

## **10. Absence of the right of withdrawal**

Visitors shall have no right of withdrawal on Products purchased through the Click & Collect Catering Service, as they are perishable goods.

Orders that have been given final confirmation and have been paid for cannot be cancelled. No Product may be returned or exchanged, except in the case of an error attributable to the Vendor, for example if the Products do not match the order of the Visitor.

## **11. Proof of order**

The Vendor shall archive orders and invoices on a reliable and durable medium. The Vendor shall consider its computer files as proof of the communications, orders, payments and transactions between the parties. In the event of disagreement, it is up to the Visitor to prove otherwise.

## **12. Intellectual Property**

The Vendor's Click & Collect Catering Service and the Products are subject to Dutch copyright and intellectual property laws. Any full or partial reproduction of the trademarks, logos or distinctive signs from the Click & Collect ordering module without the express written consent of the Vendor is prohibited.

Only private use of the Click & Collect ordering module and the Products shall be permitted.

## **13. Personal Data**

The Vendor collects personal data from the Visitor when using the Click & Collect Catering Service. The purposes, recipients, retention periods and conditions subject to which the Vendor collects and processes personal data are set out in our privacy statement (<https://www.walibi.nl/nl/legal/privacy>).

## **14. Liability**

### **14.1. Competence**

The Visitor declares that he/she is legally competent to place an order through the Click & Collect ordering module and that he/she accepts these General Terms and Conditions. Under no circumstances can the Vendor be required to verify the legal competence of its Visitors. When a person without legal competence orders Products through the Click & Collect Catering Service, their legal representatives (parents, guardians) shall be fully responsible for said order and must comply with the agreement.

### **14.2. Liability of the Vendor**

The Vendor makes no representations or warranties whatsoever with respect to:

- non-compliant or unlawful use of the Click & Collect ordering module by the Visitor;
- the provision of incorrect or incomplete information by the Visitor when creating an account or placing an order;
- Malfunctions in the Click & Collect ordering module or in the mobile or wifi internet connection, as a result of which the service may be temporarily

unavailable. The Vendor provides no guarantee that the ordering module will be available at all times;

- damage to the Products resulting from the Visitor's negligence and/or insufficient care when storing the Products after collection;
- situations of force majeure as defined by law and jurisprudence;
- and more generally, any circumstance attributable to the Visitor.

## **15. Applicable law - Claims - Mediation**

All sales of Products through the Click & Collect ordering module which are subject to these General Terms and Conditions shall be governed exclusively by Dutch law. The applicability of the Vienna Sales Convention is explicitly excluded.

In case of any questions or problems, Visitors should directly contact the restaurant with which their order has been placed, during their visit.

Any complaints regarding the Click & Collect Catering Service or the Product supplied must be submitted in writing within twenty (20) calendar days of purchase.

Walibi Holland BV, Spijkweg, 30 8256 RJ Biddinghuizen, The Netherlands

This can be done by registered letter with acknowledgement of receipt or by using the contact form on the Walibi Holland BV website. The complaint must be accompanied by supporting documents that (i) were provided to the Visitor as part of his/her order and (ii) demonstrate the merits of the complaint (e.g. photographs, reports or medical certificates). Without these supporting documents, the complaint shall not be considered.

If the Visitor does not receive a satisfactory response from the Vendor within sixty (60) calendar days of submitting the complaint, he/she may have recourse to a mediation procedure via a recognised dispute committee or alternative dispute resolution, free of charge, in accordance with the Dutch Extrajudicial Settlement of Consumer Disputes Act ('Wabgs').

The customer shall be informed about the option of initiating a mediation procedure through the Complaints Institute Disputes Committees ([www.degeschillencommissie.nl](http://www.degeschillencommissie.nl)) or another approved body within one year of the written complaint.