

## GENERAL

### 1 Definitions

In these General Terms and Conditions capitalised terms shall have the following meanings:

General Terms and Conditions: these general terms and conditions;

Buyer: the (legal) person who enters into an agreement with Walibi for the purchase of a Ticket, season passes and/or other services provided by Walibi;

Park Rules: the Walibi Holland Park Rules that apply when a guest enters the Walibi premises such as the amusement park, but also, for example, Walibi Village, the event grounds, the car parks and the Solar Parking;

Ticket: the admission ticket purchased by the Buyer, which includes (not exhaustive): admission tickets, tickets for Haunted Houses and Fast Lane e-service;

Walibi: Walibi Holland B.V., having its registered office in Biddinghuizen, the user of these General Terms and Conditions in its capacity as seller:

Walibi Holland B.V.

Spijkweg 30 8256 RJ Biddinghuizen

Postbus 40 8250 AA Dronten

Chamber of Commerce: 55753728

VAT number: NL85.28.46.920.B01

Tel: +31 (0)321 32 99 99

E-mail : info@walibiholland.nl

### 2 General

- 2.1 The General Terms and Conditions shall apply to all purchases of Tickets and season passes and agreements arising therefrom.
- 2.2 At the time of purchase, the General Terms and Conditions are provided by Walibi and shall be deemed to have been accepted wholly and unconditionally by the Buyer.
- 2.3 The General Terms and Conditions are available for inspection at the entrance to the Park, will be sent free of charge upon request, and can also be viewed at [www.walibi.nl](http://www.walibi.nl).
- 2.4 If one or more provisions of the General Terms and Conditions, the Park Rules or any other applicable regulation is/are void or nullified, the remaining provisions shall continue to apply

- 2.5 unimpaired. Walibi will consult with the Buyer on a suitable solution, which shall approximate the former provision as closely as possible.
- 2.6 Agreements or promises made by Walibi employees after the conclusion of the agreement shall be binding only if they have been confirmed in writing (including by e-mail) to the Buyer.
- 2.7 Offers made by Walibi shall be without obligation and may be revoked even after their acceptance, notwithstanding any deadline for acceptance set out therein.
- 2.8 Walibi may unilaterally amend the General Terms and Conditions. The amended General Terms and Conditions shall come into force 30 calendar days after the date on which Walibi has sent this amended version to the Buyer, unless the Buyer has submitted a substantiated written objection to their application.
- 2.9 If, due to technical failures of any nature, payment cannot be processed and/or authorised correctly or in a timely manner, or not at all, Walibi accepts no liability and the Buyer shall not be entitled to a refund.
- Walibi reserves the right to change opening days, times and/or conditions during the season. This is not subject to a refund policy. [Click here](#) for current opening days.

## **TICKETS AND SEASON PASSES**

### **3 TICKETS AND SEASON PASSES**

- 3.1 The purchase of tickets and season passes shall be effective once payment thereof or an agreed down payment has been received by Walibi.
- 3.2 The purchase of tickets and season passes is subject to the Park Rules of Walibi Holland ([click here](#)), in addition to these General Terms and Conditions. All applicable conditions and regulations are also available for inspection at the park entrance and will be sent free of charge upon request. In case of conflict between these documents, the General Terms and Conditions shall prevail.
- 3.3 Walibi Holland applies dynamic admission prices online, as a result of which the admission price may vary from day to day. The order overview contains a calendar displaying the current online prices. The final price will be determined upon actual purchase of a Ticket. The Buyer may not derive any rights from previously displayed prices. Prices include VAT and administration costs.
- 3.4 Children up to 2 years of age have free entry.
- 3.5 Tickets shall be paid in euros. It is not possible to pay with € 200 or € 500 notes at the ticket offices in the park.

- 3.6 Walibi issues e-tickets that are provided with a unique barcode. The e-tickets can be downloaded immediately after payment; in addition, the e-tickets will be sent digitally to the email address provided.
- 3.7 During their visit, the Buyer must be able to show the Tickets electronically in such a way that the barcode can be scanned at the ticket office or must bring a printed copy of the Tickets to the park. The barcodes on the Tickets must be clearly legible. Where this is not the case, access to the park may be refused.
- 3.8 Tickets will be checked at the entrance to the park. Each Ticket can be used once only. Once the Ticket has been checked at the entrance it is no longer valid.
- 3.9 An undated Ticket is only valid in the season when it was purchased.
- 3.10 Walibi shall not be liable if the e-mail address entered by the Buyer or other (personal) data entered by the Buyer are incorrect, or if the e-mail account does not work properly.
- 3.11 Purchase of Tickets and season passes is not subject to the statutory cooling-off period of 14 days under the Distance Selling Act as it is considered a leisure activity, because of the limited validity of Tickets and season passes, and because of the personal nature of the season pass.
- 3.12 Walibi reserves the right to refuse or cancel any order without stating reasons. The Buyer shall receive notification thereof by email.
- 3.13 It is not permitted to use the Tickets and season passes for commercial purposes without the written consent of Walibi.
- 3.14 Purchased tickets and season passes cannot be exchanged or cancelled by the Buyer and there is no right to a refund. This shall also apply if a Ticket or season pass has been purchased as part of a promotion and/or discount offer. Furthermore, the Buyer shall not be entitled to (partial) credit of a Ticket or season pass in the event of a promotion and/or discount offer he failed to make use of.
- 3.15 In connection with the safety of its guests, Walibi reserves the right to close its doors in the event of large numbers of visitors, which shall also apply to season pass holders. If the Buyer already holds a valid Ticket, the Ticket may be changed to another date of his choice in the same season. Walibi accepts no liability for any (travel) costs incurred.
- 3.16 In the event of a situation where public order is disturbed or an unsafe situation exists, Walibi shall be entitled to close the park with immediate effect and to deny the guests access to the park. In the event of closure of the park, there shall be no right to (partial) refund or compensation.

#### **4 Fast Lane e-service**

- 4.1 In addition to the Fast Lane e-service, the Buyer shall always be required to have an admission ticket or season pass to access the park.
- 4.2 The Fast Lane e-service is an online application that allows the Buyer to use the reservation system for a seat on one of the nine participating rides.
- 4.3 The Fast Lane e-service can only be purchased online using Master Card, PayPal, Visa or iDEAL and in cash at the Guest Service desk in the park.
- 4.4 If, due to internet failure or mobile phone malfunction of the Buyer, the Fast Lane e-service cannot be used, Walibi accepts no liability and the Buyer shall not be entitled to a refund.
- 4.5 The Buyer shall not be entitled to a refund if waiting times are shorter than expected.

## **5 Tickets for Haunted Houses**

- 5.1 During the Halloween Fright Nights, the Buyer can visit several Haunted Houses in the park. Entrance to a Haunted House requires advance online purchase of a ticket.
- 5.2 The Buyer can buy individual tickets per Haunted House, but can also select a bundle for access to all Haunted Houses once or a VIP ticket that gives entry to all Haunted Houses once and for which the Buyer is not required to queue.
- 5.3 In addition to an admission ticket for the Haunted Houses, the Buyer shall always be required to have an admission ticket or season pass for general access the park.
- 5.4 The admission ticket for the Haunted Houses can be purchased online using Master Card, PayPal, Visa or iDEAL only.
- 5.5 If, due to internet failure or mobile phone malfunction of the Buyer, the admission ticket for the Haunted Houses cannot be used, Walibi accepts no liability and the Buyer shall not be entitled to a refund.
- 5.6 The Buyer shall not be entitled to a refund if waiting times are shorter than expected.

## **6 General information season passes**

- 6.1 A season pass is strictly personal and cannot be transferred (under property law).
- 6.2 Upon receipt of payment, the season pass will be sent by post to the Buyer as soon as possible. Walibi aims to deliver the season pass to the Buyer within 30 calendar days. During this delivery period, the purchase confirmation can be used as admission ticket. Season passes purchased during the winter period (November to February) shall be sent no later than March of that year, prior to the opening of the park.

- 6.3 The Buyer must provide complete and correct data. Providing incorrect or incomplete data may result in the season pass being blocked.
- 6.4 Payment of a season pass can be made only using Visa, PayPal, Master Card or iDEAL.
- 6.5 The Buyer must upload a recent passport photo when ordering the season pass or send it by email to [abonnementen@walibiholland.nl](mailto:abonnementen@walibiholland.nl).
- 6.6 Walibi reserves the right to refuse or cancel any order without stating reasons. The Buyer shall receive notification thereof by email.
- 6.7 On entering the park, the season pass holder must present the season pass to the employee at the season pass entrance. Season passes must not be folded or damaged. If the pass is seriously damaged, access to the park may be refused. Walibi shall have the right to ask for identification on entering the park.
- 6.8 In case of loss of the pass or a badly damaged pass, the season pass holder can apply for a new pass at the Group Ticket Office of Walibi Holland. An administration fee is charged for the new pass. The old pass will be invalid with immediate effect and the new pass can be used immediately. To replace the pass, the season pass holder must be present in person and be able to provide valid proof of identity.
- 6.9 In the event a season pass holder forgets his pass, he can only gain access to the park by replacing the old pass for a new one there and then. Walibi shall be entitled to charge the season pass holder. To replace the pass, the season pass holder must be present in person and be able to provide valid proof of identity.
- 6.10 The season pass is valid on regular opening days during the season stated on the season pass. In addition, the season pass constitutes a valid admission ticket during the events listed in the order confirmation. The season pass is not valid during other events organised at Walibi, unless Walibi expressly specifies otherwise in writing.
- 6.11 Season passes cannot be terminated prematurely; the Buyer shall not be entitled to a refund.
- 6.12 In case of improper use of the season pass, Walibi shall have the right to confiscate the pass and block the season pass and the Buyer shall not be entitled to a refund.

## **7 Walibi Friends Pass**

- 7.1 A minimum order of four (4) season passes in one order shall be considered a Walibi Friends Pass. In such case, each season pass will receive a discount on the regular season pass price.
- 7.2 It is not possible to subsequently add season passes to an order already placed.

## **8 Walibi Family Pass**

- 8.1 A Buyer wishing to purchase a season pass for one or two parents plus a number of unmarried children living at home who are under 21 years of age can opt for a Walibi Family Pass.
- 8.2 A maximum of five season passes (including parents) will be issued when purchasing a Walibi Family Pass. A season pass for an additional unmarried family member living at home who is under the age of 21, can be added at the Group Ticket Office at the park for a fee set by Walibi. Unfortunately, this cannot be done online.

## **9 Park ban**

- 9.1 Whilst in the park, every guest must behave appropriately and in accordance with general standards of decency.
- 9.2 Walibi reserves the right, at any time, to refuse entry to a Buyer (and any person who is part of a Group Reservation), remove them from the park or impose a park ban for a specified period or indefinitely in the event of a breach of the General Terms and Conditions and/or the Park Rules or if Walibi otherwise deems it necessary. In any event Walibi may impose (not exhaustive) a park ban in the event of destruction, theft, aggression, misconduct, sexual violence, arson or entry to the park in an illegal manner.
- 9.3 If the Buyer (or a person who is part of a Group Reservation) gains access to the park despite the refusal of entry, removal or park ban, a report for trespassing will be filed with the police.
- 9.4 Walibi shall have the right to terminate an agreement with the Buyer with immediate effect, in whole or in part, if it appears that the Buyer (or any person who is part of a Group Reservation) was subject to a park ban at the time of entering into the agreement or has been prohibited from entering the park during the agreement.
- 9.5 Walibi offers no money-back scheme in the event a Ticket or season pass cannot be used (in part) because of the entry refusal, removal or park ban.

## **GROUP RESERVATIONS**

### **10 Group reservation**

- 10.1 It is possible to reserve a group package with a minimum of 20 paying persons ('**Group Reservation**'). With a Group Reservation, the Buyer cannot make use of promotions and/or discount offers that relate to tickets such as admission tickets, tickets for Haunted Houses and Fast Lane e-service.

- 10.2 When purchasing Tickets as part of a Group Reservation, the provisions in this paragraph apply in addition to the other General Terms and Conditions. If there is a conflict with the provisions in the other paragraphs, the provisions regarding Group Reservations shall take precedence.
- 10.3 In the event of a Group Reservation, the Uniform Conditions for the Hotel and Catering Industry ([click here](#)) shall apply to the catering services. These are also available for inspection at the entrance to the park and will be sent free of charge on request.
- 10.4 The Buyer must communicate any allergens at least 21 calendar days before the date of visit.
- 10.5 The Buyer shall be responsible for providing Walibi with all information that Walibi states is necessary for the conclusion or performance of the agreement in a timely manner. If the information necessary for the performance of the agreement has not been provided to Walibi in a timely manner, Walibi shall be entitled to suspend its performance and/or to charge the additional costs resulting from the delay at its usual rates.

## **11 Payment/Down payment**

- 11.1 After signing the order confirmation, the Buyer shall make a down payment of 75% of the total amount. The Buyer shall receive an invoice for the remaining 25% after the visit, unless the remaining amount is paid on the date of visit at the ticket office. Payment shall be made within the period specified on the invoice.
- 11.2 Objections to the amount of an invoice and/or the (manner of) performance of the agreement by Walibi shall not entitle the commercial Buyer to suspend his payment obligation.
- 11.3 The full claim shall be immediately and fully due and payable if any payment deadline is exceeded or the Buyer is a subject of bankruptcy proceedings or has been granted a suspension of payments or this is applied for, or if the commercial Buyer ceases its business or substantial part thereof. In these cases, Walibi may also dissolve the agreement.

## **12 Changes to Group Reservations**

- 12.1 The definitive number of persons must be communicated to Walibi no later than 21 calendar days prior to the date of visit, irrespective of whether the Buyer is entitled to an adjustment of the invoice amount.
- 12.2 If the number of persons on the order confirmation is changed, the following shall apply:
- If you communicate a change until 21 calendar days prior to the date of visit:

- the number of persons booked in accordance with the order confirmation can be reduced by up to 10% free of charge. The invoice amount will be adjusted accordingly.  
Please note: The above applies, with the caveat that the minimum number of 20 persons continues to be applicable. Therefore, the invoice amount can never be lower than an amount equal to the package for this minimum number.
  - the number of persons booked according to the order confirmation can be increased without limit. The invoice amount will be adjusted accordingly.
- If you communicate a change 21 calendar days or less prior to the date of visit:
- changes can no longer be made. The original reservation value will be invoiced.
  - However, the Buyer may return a maximum of 10% of the admission tickets on the day of the visit at the ticket office and the ticket price paid will be refunded. With that note that here too the minimum number of 20 people remains applicable. Therefore, the Buyer can no longer return admission tickets once the minimum number of tickets to be purchased has been reached. Returns shall not apply to other parts of the package, such as food & beverage.
  - Obviously, the Buyer may purchase additional admission tickets, if available. However, the Buyer cannot make use of the benefits of the package, such as discounts or food & beverage, for these persons.

The above shall also apply if the group ultimately visiting the park is smaller than the Group Reservation made.

12.3 Walibi may change the Group Reservation (including partial cancellation/renouncement) if circumstances arise that are of such a nature that unaltered performance is impossible or can no longer be demanded in accordance with the standards of reasonableness and fairness.

### 13 Cancellation

13.1 If the Buyer wishes to cancel the Group Reservation, the following shall apply:

- If you cancel in full more than 60 calendar days prior to the date of visit, Walibi shall not charge anything.
- If you cancel in full in the period of 60 calendar days to 21 calendar days prior to the date of visit, Walibi shall charge 50% of the entire reservation value.
- If you cancel in full 21 calendar days or less prior to the date of visit or fail to appear on the date of reservation, Walibi shall charge 100% of the entire reservation value.



- 13.2 If the Buyer wishes to cancel the Group Reservation in whole or in part, he must inform Walibi as soon as possible. Cancellation must be in writing and dated.
- 13.3 Walibi may cancel (renounce) the Group Reservation if circumstances arise that are of such a nature that performance is impossible or can no longer be demanded in accordance with the standards of reasonableness and fairness.
- 13.4 Dissolution of the agreement due to a breach by one of the parties does not lead to the creation of any annulment provisions.

## **OTHER PROVISIONS**

### **14 Liability of Walibi**

- 14.1 Unless otherwise provided in these General Terms and Conditions, Walibi's liability shall be limited to the payment of its insurer in the relevant case. If the insurer does not pay out, Walibi's liability shall in any event be limited to the amount of the order. Under no circumstances shall Walibi be liable for indirect damages, including (not exhaustive) loss of profits and consequential damages.
- 14.2 Walibi accepts no liability whatsoever for loss and/or theft of goods belonging to its visitors in the park. Nor in the event that a visitor deposits or leaves bags and/or other loose items at the entrance to an attraction.
- 14.3 Walibi's liability for agents pursuant to, inter alia, but expressly not limited to Section 6:76 of the Dutch Civil Code is excluded.
- 14.4 Walibi's limitations of liability shall not apply if the damages are the direct result of wilful intent or deliberate recklessness on the part of Walibi or any of its managers.
- 14.5 In the event of a complaint by the Buyer, if damage or injury is caused to the Buyer or an incident occurs from which possible damage or injury could arise, the Buyer must notify the information desk before leaving the park. In the last case, the Buyer must subsequently notify Walibi without delay as soon as the damage or injury occurs. Walibi shall no longer be liable if such notification takes place after the deadlines specified above. Any action must be brought within two years from the moment the Buyer becomes aware of the damages and of Walibi as the liable party, and in any event within twenty years from the event giving rise to the damages.
- 14.6 If Walibi is unable to fulfil its obligations due to force majeure, there shall be no right to a refund. In such a case, Walibi may terminate the agreement with the Buyer.
- 14.7 In these General Terms and Conditions, force majeure on the part of Walibi, in addition to the meaning in the law and case law, shall mean all external causes, foreseen or unforeseen, that Walibi cannot have any influence on, but due to which Walibi is unable to

comply with its obligations. This shall include, but shall not be limited to: fire, accident, illness, epidemic, pandemic or any other civil emergency (such as, but expressly not limited to COVID-19 or any mutation thereof), strikes, riots, war, governmental measures, extreme weather conditions and transport restrictions.

- 14.8 The information mentioned on the site and in any promotional material is provided for general information purposes only. Walibi accepts no liability for this information and reserves the right to make changes without prior notice. Walibi cannot be held liable for any direct or indirect damages incurred by the Buyer as a result of the use of this information.

## **15 Other provisions**

- 15.1 Walibi respects the privacy of all users of its site and ensures that the personal data provided by the Buyer to Walibi shall be kept confidential.
- 15.2 If the Buyer consents, the personal data will be used to keep the Buyer informed about new products and services of Walibi and other parks of Compagnie des Alpes.
- 15.3 These General Terms and Conditions and the agreement between Walibi and the Buyer shall be governed exclusively by Dutch law, to the exclusion of the Vienna Sales Convention.
- 15.4 In all cases not provided for in these General Terms and Conditions the Board shall decide.