

General Terms and Conditions of Sale (GTC) - Frenzy Waterpark

1. General information

The company FRENZY PALACE, SARL with a capital of €10,000 whose registered office is at 169 lieu-dit les Rotes, 66440 TORREILLES, is registered with the Trade and Companies Register of Perpignan under the SIREN 791 990 849, operates the Frenzy Water Park located at: 169 lieu-dit Les Rotes, 66440 Torreilles. Phone : 09 62 64 04 85 E-mail : contact@frenzywaterpark.fr FRENZY PALACE is the sole interlocutor and is responsible to it for the fulfilment of the obligations arising from these terms and conditions of sale.

These general terms and conditions apply automatically to the leisure and catering services offered within the Frenzy Water Park.

The customer declares that he or she has read these general terms and conditions and that he or she has accepted them by paying for his or her ticket. These T&Cs are available on our website frenzywaterpark.fr or on request at the entrance to the park.

Opening hours:

- From 1 July to 31 August: Every day, from 10:00 am to 7:00 pm. On Saturdays, the park can remain open until 9:00 p.m. depending on the number of visitors.
- June 1 to June 30 and September 1 to September 30: Open only on weekends, from 10:00 am to 7:00 pm.
- The special "Best Tricks" event: the evening can exceptionally last until 2:00 a.m.
- From 1 June to 30 June and from 1 September to 30 September: Wednesday, Saturday and Sunday, from 10 am to 7 pm.
- From July 1st to August 31st: Every day, from 10 a.m. to 7 p.m.

2. Prices and ticketing

2.1 Rates

All our prices are in euros, including VAT. The entrance fees are detailed in the "prices" document displayed at the entrance to the park and available on our website.

The rates mentioned in the brochures are valid for the current season and are established taking into account the economic conditions in force on the date of fixing the prices. These rates may be adjusted, upwards or downwards, even after booking, in the event of modification or introduction of taxes or fees related to the services offered (in accordance with articles L221-12, R211-8 and R211-9 of the Tourism Code). If necessary, the park reserves the right to modify the total amount of the services booked. The customer can then choose to maintain or cancel their reservation. Once the booking has been confirmed by the customer, subsequent discounts or promotional offers cannot be applied retroactively.

Quote: the order for the service that is the subject of the quote will only be considered final after a signed and unmodified return of a copy of the quote and these general terms and conditions of performance of the service.

In the event of acceptance of the quote, the customer undertakes to send FRENZY PALACE the full deposit as provided for in the quote. Except in special cases, the quotes drawn up by the company FRENZY PALACE have a validity period of 30 days.

2.2 Payment methods

- Online ticketing: Payment by credit card only.
- On site: Payment by cash, credit card or ANCV holiday vouchers.
- Groups (on estimate): Payment by administrative mandate, bank transfer, credit card or check.
- Inside the park: Payment via CASHLESS* bracelet, credit card or e-restaurant tickets.
- Wristband recharging: it is possible to credit your CASHLESS wristband at the charging stations via cash, credit card, ANCV voucher and meal voucher.

2.3 Bookings and refunds

- Attraction / activity: It is expressly specified that depending on weather conditions or following a breakdown, one or more attractions/activities may be closed, modified or cancelled without notice and this cannot constitute any request for refund, even partial.
- Dated ticket: non-refundable after purchase. The place cannot be postponed either.
- Undated ticket: refundable within 15 days of purchase, except in case of use. No refund fees are applied.
- Subscription: It is not possible to request a refund for a subscription from the moment the customer has started using it.
- PASS purchased on site: it is impossible to request a refund for a ticket purchased on site from the moment the customer has entered the park, even if they have not bathed.

2.3.1 Fee for processing refunds for tickets purchased online

When a refund is authorised under these T&Cs for a ticket purchased online, a flat processing fee of €3 per refunded order will be retained. These fees correspond to the administrative and technical costs related to the processing of the refund request, in particular the costs of bank transactions, accounting management, control and computer processing.

This fee does not apply in cases where a full refund is required by law.

No refunds are possible for tickets purchased on site, tickets obtained as part of a partnership, a convention, a promotional operation, a competition, a gift, an invitation or any other operation benefiting from special conditions, unless otherwise expressly provided for in writing.

2.4 Bracelet CASHLESS

* CASHLESS is a contactless dematerialized payment system that allows you to pay for all your purchases on the Frenzy Water Park site (drinks, food, merchandising, etc.). All you have to do is have the chip on your bracelet scanned.

By creating an account, you will be able to:

- View your balance and transaction history
 - Transfer credits from your bracelet to another bracelet
 - make a quick top-up with your credit card- block your chip and get a new one in case of loss or theft, recharge before and during your visit via the Frenzy Water Park website or at the reception.
 - get your balance refunded at the end of your visit
- Creating an online account is optional and can be done at any time. Without an account, you can obtain and recharge your CASHLESS bracelet directly on site at the reception desk at the dedicated terminals.

If you have not created an account, your bracelet remains completely anonymous. **Please note:** in this case, the chip on your bracelet cannot be blocked in the event of loss or theft and you will not be able to request a refund of your unused balance at the end of your visit.

After picking up a wristband at the CASHLESS bank, you can create your account by entering the 7-letter code on the back of the chip

2.4.1 Crediting your CASHLESS bracelet

- Via your online account: The creation of an online account is optional and can be done at any time.
- Via the terminals of the Frenzy water Park : go to the CASHLESS reception, pay the amount of your choice by banknotes, credit card, ANCV, you will be given in exchange a CASHLESS bracelet credited with the same amount. To recharge, repeat the operation as many times as necessary.

2.4.2 Use of the CASHLESS bracelet

It is possible to pay for your purchases at all the points of sale of the Frenzy Water Park (restaurants, bars, merchandising, lockers). To do this, all you have to do is present the chip of your wristband which is scanned on a payment terminal. The debit is immediate and the remaining balance is systematically communicated to you. Possibility to check your available credit before any order. Possibility to complete the transaction with another bracelet if there is not enough credit on yours, or to complete the payment by credit card, or restaurant card.

2.4.3 After visit

Please note: you must keep the chip on your bracelet after your visit. Each has a unique 7-character code necessary to repay the remaining credit.

2.4.4 Loss or theft of the chip

If you have created an account on the Frenzy Water Park website, you can block your chip by going to a CASHLESS bank or from your account. The blocking of the sales is immediate.

2.4.5 Requesting a refund of the bracelet credit

After your visit, you will be able to proceed with your refund request ONLY UNTIL OCTOBER 15 AT 11:59 PM (October 15 of the current year). Beyond this date, you will lose your loan to the benefit of Frenzy Palace, with no possible recourse.

Log in to your account and check that your balance appears. You can then apply for a refund and enter your bank details to which the remaining balance will be credited.

If you have not created an account, you will have to do so using the 7-character identifier on the back of the chip linked to your bracelet (be careful to keep it!). Then, you will simply have to enter your bank details to be reimbursed for the remaining loans.

The balance remaining on the bracelet at the end of the day can be reimbursed via a form accessible using the flash code present in the park.

2.4.6 Refund Terms

Requests for reimbursement must be made before October 15 of each year, otherwise the balance will be permanently lost.

An operating fee of €2 is applied for each refund, regardless of the remaining amount.

A special feature with meal vouchers and ANCV vouchers : The park does not give change and therefore does not reimburse on these two means of payment. If the customer recharges their CASHLESS bracelet using meal vouchers or ANCV vouchers, the remaining balance at the end of the day cannot be refunded.

If the top-up of the CASHLESS bracelet is carried out by combining meal vouchers or ANCV vouchers with other means of payment (cash or credit card), our software will assign non-refundable amounts (meal vouchers or ANCV vouchers) to the final balance as a priority.

Example:

A customer recharges his €50 CASHLESS bracelet by combining €25 in cash and €25 in ANCV cheque. He spends €20 on the spot.

At the end of the day, the customer will be able to request a refund of €23, i.e.:

- €25 (cash) - €20 (expenses) = €5 (cash refundable).
- The remaining €5 of holiday vouchers is non-refundable.
- Finally, a €2 fee is deducted for the refund request, as per our policy.

In summary, only amounts from cash or bank cards can be refunded, minus the applicable fees.

2.5 Resale, Assignment and Fraudulent Use of Tickets

Except with the prior written consent of FRENZY PALACE or within the framework of a partnership formalised by agreement, any resale, provision, distribution, transfer free of charge or for a fee, or commercial use of FRENZY WATERPARK tickets is strictly prohibited.

Tickets purchased within the framework of a partnership between the works council, the works council, the association, the local authority, the partner company or any other preferential pricing scheme are exclusively reserved for the beneficiaries defined by the agreement concerned. They may not be resold, transferred or used by unauthorized persons under any circumstances.

In the event of legitimate suspicion of fraud, unauthorised resale, misuse or non-compliance with these general terms and conditions of sale, FRENZY PALACE reserves the right to: immediately cancel the tickets concerned; to refuse access to the park or to exclude its holders; suspend or terminate any partnership granted to the organization concerned; to definitively abolish the tariff advantages granted; to keep the sums already paid in respect of cancelled tickets, which have been made unavailable for sale as a result of their reservation.

This cancellation may take place even if there is no profit made by the author of the transfer or when the tickets have been given free of charge to an unauthorised third party.

FRENZY PALACE also reserves the right to initiate any amicable or legal proceedings in order to

obtain compensation for the damage suffered as a result of these actions.

3. Access to the park and house rules

Access to the park implies unreserved acceptance of its internal rules, displayed at the entrance and available on our website.

3.1 Main rules:

Swimwear allowed: Swimsuits listed on the house rules panel (long swim shorts, bikinis, one-piece swimsuits, etc.) are accepted. Burkinis, street clothes or other clothes are prohibited.

General prohibitions:

- Picnics, animals, naturism and/or topless are prohibited within the park.
- It is forbidden to play with blunt objects or throw objects into the water.
- Access to the park is denied to anyone who is intoxicated or consumes alcohol on site inappropriately.

Specific rules:

- Visitors must adhere to height or weight restrictions for some attractions.
- Children must be supervised by an accompanying adult (one adult for every 10 children over 6 years old, or one adult for every 5 children under 6 years old in groups).

Any fraud, attempted fraud, unauthorized resale, misuse of a preferential rate or use of a ticket by an unauthorized person may result in the cancellation of the ticket, immediate exclusion from the park without refund as well as any action intended to obtain compensation for the damage suffered by FRENZY PALACE.

3.2 Accessibility:

The facilities on the ground floor are accessible to people with reduced mobility (PRM), including adapted toilets. The attractions are not accessible to people with reduced mobility, except with exceptional permission from the management (with mandatory accompaniment outside of staff).

3.3 Health conditions and compliance with the regulations

In the event that the park's internal rules are not respected, only the civil liability of the customer may be engaged.

Access to the park's activities is conditional on the state of health of the participants. The practitioner must be free of any medical problems that may be aggravated by strenuous physical activity. In particular, it is strictly advised not to participate in the park's attractions in case of a medical history such as back, spine, heart or brain surgery.

The activities offered are considered active physical activities, i.e. they solicit the body in a dynamic way and can lead to significant physical effort, shocks or sudden movements.

Similarly, people suffering from ENT disorders (chronic ear infections, perforated eardrum, etc.) or ophthalmic pathologies sensitive to water, pressure or projections (glaucoma, recent eye surgery, etc.) must refrain from participating in certain attractions.

It is the responsibility of each client to ensure that they are fit to participate without danger to their health. In case of doubt, prior medical advice is strongly recommended.

3.4 Evacuation Protocol:

The park has 4 exits for a total of 17 transit units.

In the event of an audible alert, visitors should immediately proceed to the nearest exit.

4. Liability and Insurance

Visitors are responsible for their personal belongings. The park cannot be held responsible for theft or loss.

The park also declines any responsibility for thefts committed in the parking lot or in a locker. The park is covered by civil liability insurance taken out with AXA CIV, 21 avenue du Général Guillaud CS50207, 66002 Perpignan. The park declines all responsibility in the event of non-compliance with the rules.

5. Ancillary services

5.1 Locker rental:

The lockers are available to rent for €7 per day, of which €5 will be credited to the CASHLESS bracelet when the key is returned. In case of loss or non-return, the deposit of €5 cannot be requested. (cf. 2.3)

1. Catering and shop:

The park has a restaurant, two snack bars, a refreshment bar and a bar under license 4. Anyone who is intoxicated or under the influence of drugs can be excluded from the park without even partial refund. It also has a shop offering souvenirs and swimsuits.

Access to the aquatic facilities is strictly forbidden to anyone who has consumed alcohol or drugs.

It is expressly stated that certain activities or attractions, shops or restaurants are only open in certain seasons and may be closed, modified or removed without notice.

6. Applicable law and disputes

These T&Cs are subject to French law.

Complaint: any complaint must be sent to FRENZY PALACE by registered letter with acknowledgement of receipt.

In the event of a dispute, the customer must first contact the company's registered office located at 169 lieu-dit les Rotes, 66440 TORREILLES, by registered mail.

In the absence of a solution within 30 days of the request sent by the means set out above, the client may resort to mediation or refer the matter to the competent court.

These general terms and conditions, as well as all purchase and sale transactions concluded pursuant to these terms and conditions, may give rise to their validity, interpretation, execution, termination, consequences and consequences, which could not be resolved amicably between FRENZY PALACE and the client, shall be submitted to the competent courts under the conditions of French law. For the definition of the competent court, the company has an address for service at 169 lieu-dit les Rotes 66440 TORREILLES. The competent court is the one in which the registered office of SARL Frenzy Palace (RCS) depends Perpignan).

FRENZY PALACE cannot be held liable for any damage that is not of a direct nature with the service and the products used. The park has video surveillance. The company FRENZY PALACE is authorised to take pictures or videos of the customers present in the park and to use them freely in all its communications, in any form whatsoever. By entering the park, the customer unconditionally assigns all image rights to his or her own person or that of the minor(s) accompanying him/her. Language of the contract: these general terms and conditions are written in French. In the event that they are translated into one or more foreign languages, only the French text will be authentic in the event of a dispute.