

GENERAL TERMS AND CONDITIONS (Park regulations)

These general terms and conditions are dated [...] and have been deposited with the Chamber of Commerce and with the Court of Law, both in Middelburg.

The parties

- 1** On the one hand the private limited companies Delta Expo Beheer B.V., WaterLand Neeltje Jans B.V. and B.V. ZWN Delta-Exploitatie as operators ('the Operator') of the theme park WaterLand Neeltje Jans ('the Park'), and on the other hand the natural and/or legal entities ('the Visitor(s)') who use the facilities provided by the Operator in the Park.
These terms and conditions also apply to third parties (natural and/or legal entities) employed by the Operator in the context of the operation.

General terms and conditions

- 2.1** These general terms and conditions ('the Conditions') apply to all agreements reached by or on behalf of the Operator with Visitors to the Park, as well as to anything the Operator does or does not do, which is not subject to agreements reached with Visitors.
- 2.2** If and insofar as the Operator reaches agreements in the sense of the General Hotel and Catering Conditions ('UVH') with Visitors, these UVH will apply. In cases where there is conflict between the UVH and these Conditions, the latter will prevail.

Conditions of admission

- 3.1** The Visitor must be in possession of a valid ticket, which must be shown on demand.
The ticket is valid only on the date of issue and becomes invalid when the Visitor leaves the Park. Adults accompanying children under the age of 18 are fully responsible for such children.
- 3.2** Visitors are expected to behave in line with generally accepted standards of behaviour.
In addition Visitors must comply with any instructions issued by or on behalf of the Operator immediately and in full. The same applies to instructions written on signs installed in the Park.
- 3.3** The rules of the Dutch Highway Code apply on the parking lot. A maximum speed limit of 15 km/h applies.
- 3.4** All of the following are prohibited:
- a) Bringing pets into the Park;
 - b) Using audio equipment in a manner likely to inconvenience other Visitors;
 - c) Feeding the animals in the Park;
 - d) Eating food in the catering establishments, which was not purchased there;
 - e) Littering the Park by failing to throw rubbish into the bins provided for that purpose;
 - f) Smoking, except where this is expressly permitted;
 - g) Seeking access to areas of the Park not open to Visitors;
 - h) Copying and/or using audio/visual footage shot in the Park for any purpose other than private showing, without the express, written permission of the Operator;
 - i) Wearing clothing likely to cause offence;
 - j) Entering the water or swimming.

This list of infringements is not necessarily considered to be comprehensive.

- 4.1** The Operator may expel visitors who infringe the rules of article 3 from the Park.
- 4.2** The Operator is not obliged to reimburse the value of the ticket in a situation such as that described in the previous paragraph or if Visitors cancel or decide not to visit the Park.
- 4.3** The Operator may decide to take photographs in the Park and may collate footage in which Visitors may recognise themselves.
Visitors hereby give the Operator permission to use such footage for purposes of promotion and publicity.

Liability

- 5.1** The Operator conducts his business with all due care and in accordance with the generally accepted standards that apply in similar types of operations.
Visitors to the park, visit the Park and use the facilities provided there entirely at their own risk.
- 5.2** Except in cases where intent or gross negligence on the part of the Operator can be proved or in cases where less restrictive measures are prescribed by law, the Operator is not responsible for:
 - a) Damage suffered by Visitors as a result of damage to, loss or theft of property, including to Visitors' vehicles parked in the Operator's car park;
 - b) Any other damage suffered by Visitors, including damage suffered by the Visitor as a consequence of eating or drinking food or beverages supplied by or on behalf of the Operator.
- 5.3** The Operator's liability is limited to the amount paid out by the Operator's third party liability insurer under the terms of the Operator's third party liability policy.
- 5.4** Claims for damages must be submitted in writing and must be accompanied by a valid ticket for the day on which the damage is claimed to have occurred.
Visible damage must be reported before leaving the Park.
All claims for damages become invalid on the first day following one year after the date on which the visit to the Park occurred.

Other

- 6.1** If Visitors use services or facilities which are not directly provided by the Operator, but which are included in a package offered by the Operator, the Conditions under which these services or facilities are supplied by the third parties in question will also apply to the legal relationship between the Operator and Visitors, all this regardless of the applicability of these Conditions.
- 6.2** Invalidity of any clause in these Conditions does not affect the validity of the other clauses. The parties will undertake to seek a valid clause, which approximates as closely as possible, the meaning and purpose of the invalid clause.

Law and jurisdiction

- 7.1** The legal relationship(s) between the Operator and the Visitors is subject to Dutch law.
- 7.2** Any disputes arising between the Operator and the Visitors will initially be submitted to the relevant department of the Court in Middelburg.