

SCHEDULE 3 – AFFILIATE PROGRAM RULES

The Affiliate Program Rules are the individual terms and conditions that each Affiliate has to accept before joining the Affiliate Program. They apply to all Affiliates under the Affiliate Program, whether Indirect Affiliates or Direct Affiliates.

Terms and Conditions (Affiliate Program Rules) to be accepted by Affiliates

“By applying to and/or participating in Euro Disney affiliation program (hereinafter, the “Affiliate Program”), you and/or your company (hereafter, “You” or “Your” or “Affiliate”) undertakes to comply with the terms of these Affiliate Program Rules as they may be amended from time to time, for the whole time of Your participation with the Affiliate Program. Noncompliance with these Affiliate Program Rules may result in your participation in the Affiliate Program being terminated.

Hereinafter, “ASP” shall refer to the affiliate platform you contracted with for registering to Euro Disney’s Affiliate Program.

1. You must have an appropriate website. Pure e-mail registrations are not permitted.
2. Sites which include content of the following types are not permitted: sites that promote unofficial information, violence, pornographic and discrimination based on race, sex, religion, nationality, disability, sexual orientation and / or age.
3. Content displayed on Your website and/or materials must not in any way affect adversely Euro Disney’s image, particularly with regards to the image of Disneyland Paris as a quality family entertainment destination.
4. The Affiliate is not allowed to publish political content on his website in any way.
5. The Affiliate must consider an information as official only when it has been communicated by Disneyland Paris or The Walt Disney Company (from the Affiliation team, their Social medias, Press Relation). The Affiliate must consult the Disneyland Paris Affiliate Team before relying any press articles related to Disneyland Paris, which have not been a part of an official communication.
6. Information sent by Disneyland Paris and/or Artefact affiliate team (via email, newsletter, ...) is considered confidential until the launch day indicated in the communication shared with You. Any leak of confidential information will lead to a removal from the program.
7. You represent and warrant that You comply with all regulations that are applicable to Your activities and to Your websites.
8. You may not give the impression or convey, that You legally represent Euro Disney or that You could give legal declarations on behalf of Euro Disney.
9. Any usage or alteration of the name "Disney®" (either alone or in conjunction with, or as a part of, any other word, trademark or name), as well as any emblems, names, trademarks, logos, copyrighted material, other designs or copyrighted works of Euro Disney or used by Euro Disney pursuant to a licence agreement granted by Disney Enterprises Inc., or owned by The Walt Disney Company or any of its affiliated companies (“Euro Disney Asset”) is not permitted without prior written approval of Euro Disney.
 - a) You shall not associate Euro Disney and/or Disneyland® Paris, their products and/or images, with any other company, its products or its image, whether in connection with the promotion of Euro Disney services or with any other advertising or promotional activity without Euro Disney express prior written approval, which Euro Disney reserves the right to accept or refuse at its sole discretion.

- b) You shall acquire, by virtue of these Affiliate Program Rules or otherwise, no ownership rights on the Euro Disney Assets and no right to use Euro Disney Assets other than those expressly authorised pursuant to these Affiliate Program Rules or any other written agreement from Euro Disney. Consequently, You shall refrain from using, and shall undertake not to authorise any third party to use, the Euro Disney Assets otherwise than as specified in these Affiliate Program Rules, in whatever context and for whatever purpose, including but not limited to those relating to any advertising, publicity or promotion or associating Euro Disney with You or your activities, whether or not in an express implied manner.
10. Affiliates are not allowed to deeplink towards the booking engine, and this until further notice. The use of shortpath banners, except those provided by Euro Disney, (= banner where you select a date, hotel type etc. and you get redirected via a deeplink) is not tolerated by Euro Disney for this reason.
 11. In the context of Your participation with the Affiliate Program, You may send communications promoting Euro Disney to individuals and thus process personal data in the meaning of the “Directive No. 95/46/EC dated October 24, 1995 (the Privacy Directive) and Regulation 2016/679 of 27 April 2016 (the General Data Protection Regulations), the General Data Protection Regulation and the Privacy Directive being altogether referred to as the “Privacy Regulations”. You acknowledge that You process Personal Data as a data controller and undertakes and warrants that You process Personal Data in compliance with the Privacy Regulations and any other applicable regulations.
In particular, You represent and warrant that You (i) have provided all information and (ii) You have obtained all authorizations required under the Privacy Regulations and applicable regulations to send materials promoting Euro Disney to individuals. The participation in the Euro Disney affiliate programs for spam e-mails is explicitly prohibited.
 12. Under no circumstances it is allowed to generate the impression that the send out of emails is originated from Euro Disney. In addition, You must be clearly identified as the author sending the e-mail. In case the email is a Euro Disney dedicated email, leveraging an emailing kit provided by Euro Disney, the subject of the email must be the one provided by Euro Disney with the emailing kit.
 13. You must use Euro Disney Assets that are made available to You by Artefact or the ASP. Should an amendment being necessary, such amendment should be submitted to Euro Disney through Artefact or Your ASP at least ten (10) working days before the publication specifying the media, duration and context of the use considered, it being understood that Euro Disney reserves the right to refuse any modification at its sole discretion and that the absence of response by Euro Disney shall neither be deemed as an approval nor as authorization. As a reminder, emailing sent by Affiliates containing information about Disneyland Paris or any Disneyland Paris content are considered as a Euro Disney Asset.
 14. Affiliates are not allowed to use own created assets but sponsored editorial content previously approved by Euro Disney. To have a sponsored editorial content approved, You must submit it to Euro Disney through Artefact or Your ASP at least ten (10) working days before the publication specifying the media, duration and context of the use considered, it being understood that Euro Disney reserves the right to refuse the created sponsored editorial content, in whole or in part, at its sole discretion and that the absence of response by Euro Disney shall neither be deemed as an approval nor as authorization.
 15. In case of modifications requested by Euro Disney, in whole or in part, of the created sponsored editorial content, the Affiliate must correct it and send it back for another approval, until Euro Disney gives the final approval, it being understood that **any publication of a sponsored editorial content, without Euro Disney approval** or modifications requested, **will result in the negotiated deal being cancelled, and the**

Affiliate will not be paid the associated fixed fee. Euro Disney reserves the right to also cancel the commissions related to the publication time period.

16. Euro Disney Assets are provided to You for the purpose of the promotion of a specific marketing campaign. Such Euro Disney Assets shall be used only for the purpose and in the context of the promotion of such marketing campaign and in accordance with the conditions of such marketing campaign as provided to You, it being understood that such Euro Disney Assets can only be used in the timeframe communicated for such marketing campaign and must be withdrawn as soon as this timeframe ends.
17. You shall ensure that the Euro Disney Assets direct users to the appropriate landing page, as per the conditions and guidelines provided directly or indirectly to You by Euro Disney.
18. The promotion of Euro Disney in so called banner networks is not permitted. Moreover, the usage of paid-mails, paid-banners and paid-click programs is also strictly prohibited. Within the participation in the Euro Disney affiliate program, post-view and retargeting as well as predictive display activities (“pretargeting”) are not permitted.
19. Euro Disney has the right to cancel an existing partnership at any time and / or to retain generated commissions for legitimate reasons.
20. Euro Disney and the brand “Disneyland Paris” (“Brand Names”) are protected trademarks. You are not allowed to advertise the Brand Names in search engines or web catalogues. Euro Disney and all related brands / trademarks / licenses shall not be used for ad word campaigns via search engines such as, but not limited to, Google, Yahoo, Bing, Ask, AOL, Yandex, Baidu (text advertising as well as bidding on brand keywords).
21. The usage of Euro Disney and all related brands / trademarks / licenses is not allowed for third parties and may only be positioned within the bid pricing by the brand owner. During the term, the Affiliate will not bid on search engines keyword marketing programs with respect to keywords such as “Euro Disney”, “Disneyland Paris”, or keyword combinations (e.g. “Disneyland voucher”) as well as any misspelling (e.g. “Disneyland”) and any other registered trademarks / licenses of Euro Disney in any language. This restriction also applies to all keywords related to the brand “Disney” and its franchises.
22. The usage of “Euro Disney” and “Disneyland Paris” either in whole or as a part of a domain / sub-domain of an Affiliate website as well as positioned in the ad text or as a display URL is not permitted. Any infringement will be persecuted.
23. In addition, You will consider in good faith adding additional keywords or keyword combinations to foreign exclusions upon Euro Disney’s request, if such keywords relate directly to the trademarks or brand terms of one or more brands owned by Euro Disney.
24. For the organic search of the search engines (standard result display, also referred to as search engine optimization), Euro Disney shall only be used to promote Euro Disney’s offers with a direct link to the advertised Euro Disney offer. The usage of Euro Disney either in or as part of a domain / sub-domain is strictly prohibited.
25. When referring to Euro Disney on Your website or emails, You must always use the copyright Disneyland Paris®. Any derivate such as Disneyland Resort Paris, Euro Disney, Euro Disneyland is not allowed.
26. Your website may not include any malware, spyware, adware, viruses or any harmful content. The usage of any software or proxy-services which change or manipulate URLs and by this replace affiliate tracking links, is not permitted. Furthermore, any software or proxy-services which replace promotional banners with the viewed site by own advertisement is forbidden, too.
27. It is disallowed to place tracking links which forward to the Euro Disney websites in any case of misspelling (typo squatting), for example “dinseylandparis.com”. There must be an actual and visible advertising on Your website based on the provided promotional content (banners, text links, logos) available in the ASP.

28. Any type of cookie dropping is strictly forbidden.
29. To ensure a proper tracking and reporting, you pledge yourself to only use the link including the objective landing-page, as they are provided within the partner program. In addition, you undertake not to obscure and / or to modify the tracking link itself and / or the referrer by using specific programs.
30. Sales will be remunerated only when converted in [disneylandparis.com](http://www.disneylandparis.com) website. Bookings made in any other website, including on the <http://www.disneyholidays.com> website operated by The Walt Disney Company Ltd to which customers are redirected if they wish to include transport in their booking, will not be tracked and remunerated by this Affiliate program.
31. You deliver pure transparency regarding the implementation of Euro Disney, each website which is used for promotion will be brought to light. If these conditions are not fulfilled, Euro Disney reserves the right to cancel the partnership across all markets / campaigns.
32. Commission grid and remuneration conditions are provided to You by Your ASP, Artefact or Euro Disney as they may evolve from time to time. Shall the conditions or the commission grid change, You will receive a five working days prior written notice.
33. In case of termination of the partnership, the affiliate shall remove any advertising materials and all links which forward to websites owned by Euro Disney with immediate effect. The affiliate shall not continue to present, promote or otherwise utilize Euro Disney Assets.
34. Euro Disney cannot be held responsible for any disturbances or failures of the Euro Disney website(s) caused by any reasons beyond their control.
35. Euro Disney Assets shall be used by You in compliance with (i) these Rules, (ii) Euro Disney Brand Guidelines as provided to You and as they may be amended from time to time by Euro Disney, and (iii) any other conditions and guidelines that may be communicated to You from time to time by Artefact, Your ASP, and/or Euro Disney. Such Brand Guidelines include (but are not limited to) the following:
 - a. Disney Characters must be seen as entertainers, and not as promoters or endorsers. They must also be shown in an environment that is relevant to them, i.e. within a Disneyland® Paris environment.
 - b. Disney Characters cannot hold, touch, gesture, look at, or ‘speak’ about offers, prices or non-Disney products.
 - c. Disney Characters must not be used to endorse any third party brand, and must appear separate and distinct from another company’s name, logo and contact details.
 - d. Do not use the same Disney Character multiple times within one page or double page spread.
 - e. Photo montages are not permitted.
 - f. Never place text or non-Disney logos or graphics within Disney imagery.
 - g. Ensure all images are crisp and there is no pixellation when resizing.
 - h. Images must not be distorted or stretched to fit your space, even for leaderboards or skyscrapers.
 - i. As website screen resolution is less than a third of that of print, please ensure the image details are still visible and easy to make out. Various Disney franchises require specific copyrights. Placement of Disney copyrights is mandatory and a legal requirement. Please ensure that the following copyrights are included where appropriate.
 - i. When Disney franchises are featured: “©Disney“ must be included once on every page, or once on each double-page spread.
 - ii. When Pixar franchises are featured: “©Disney/Pixar“ must be included once on every page, or once on each double-page spread.

- j. The ® is required once in any headline and once in body copy. If you're referring to Disneyland® Paris more than once in body copy, the ® is not necessary after the first inclusion (Note: Please refer to «nomenclature» on the next page for other registered trademarks). The ® should be 4-6 point sizes smaller than the copy it's next to. Please always use 'Disneyland® Paris' in full, and not Euro Disney or Euro Disneyland.
 - k. When mentioning the Disneyland® Paris names, attractions, products, restaurants and entertainment areas, Affiliates must always respect the nomenclature provided by the Company every year in October.
36. These Affiliation Program Rules may be amended from time to time by Euro Disney and You will then be provided with the updated version of these Rules. Such amendments shall be applicable as from the day the updated Affiliate Program Rules are made available on the Interface that is accessible to You as an Affiliate.
By continuing to participate into the Affiliate Program, You agree to the Affiliate Program Rules as amended. Should You not agree to the amendments, You shall terminate Your Participation to the Affiliate Program.
37. You shall defend, indemnify and hold Euro Disney, and its officers, directors, agents, employees and permitted assigns, harmless from and against any and all monetary and non-monetary claims, suits, damages, losses, liabilities, obligations, fines, penalties, costs and expenses (whether based on tort, breach of contract, product liability, patent or copyright infringement or otherwise), including legal fees and expenses, of whatever kind or nature, arising out of or based on any breach of obligations and warranties set forth in these Affiliate Program Rules.
38. These Affiliate Program Rules shall apply for the whole time of your participation into Euro Disney Affiliation Program, to the exception of section 33 that shall remain into force even once your participation to Euro Disney Affiliation Program is over.

Some local restrictions apply to certain markets only and must be added individually to the terms and conditions of the respective Affiliate Programs:

DE: the website of the affiliate must have a complete imprint

DE: Affiliates must guarantee a DOI (double-opt-in) if they want to deliver mailings/newsletter to their users

UK: cashback websites have a special commission grid

The non-respect of one of the above rules will lead to a removal of your website from the Disneyland Paris affiliate program.