

OBJET

These Operating Rules for the Rides Layer experience (the “Operating Rules”) govern the conditions of booking and access to the Mixed Reality experience available on the Diablo–Mine Train attraction (the “Rides Layer Experience” or the “Experience”), which you may access at the facilities of PortAventura Park, managed and operated by Port Aventura Entertainment, S.A.U. (“PAESA”).

The identifying details of the operator responsible for the Rides Layer Experience are as follows:

Port Aventura Entertainment, S.A.U.

Avda. Alcalde Pere Molas, km 2

43480 Vila-seca/Tarragona

Tarragona Companies Registry, volume 2504 of Companies, folio 158, sheet T-40.500

Tax ID: A-63-776306

Customer Service contact details:

Email: portaventura@portaventura.es

Telephone: (+34) 977 77 90 90

DESCRIPTION OF THE EXPERIENCE

Content classification of the Rides Layer Experience: The contents displayed during the Experience are suitable for all audiences, and do not include sounds or images that may frighten or offend users. However, please note that access to the Experience may be limited for operational or passenger use reasons (see sections V and VI of the Operating Rules).

Description of the Experience: The Experience is a highly immersive mixed reality experience, in which the user will see, during the ride, different digital adventure-themed elements while also perceiving the physical and real environment of the Diablo–Mine Train attraction.

The Experience will last approximately 5 minutes (the average duration of the Diablo–Mine Train ride) and will include:

- A 1-minute “pre-show” explanatory video of the Experience (only for users who have booked via the Web or the PAW APP);
- A privileged seat in the first rows of the first train car; and,
- Preparation and fitting of the MR Equipment (as defined below).

BOOKING THE EXPERIENCE

The Rides Layer Experience may be booked:

i) via the website www.portaventuraworld.com

ii) via the PortAventura World APP (the “PAW APP”); and

iii) at the physical point of sale located at the entrance to the Diablo–Mine Train attraction (collectively, the “Booking Platforms”), and shall be governed by the following rules:

****A) Booking via Web or PAW APP****

The Experience may be booked by any adult. Accordingly, the User declares to be over 18 years of age and legally capable of accepting these Operating Rules.

At the time of booking, the user shall provide personal details, select the date they wish to enjoy the Experience, and provide an email address to which the booking confirmation will be sent. The user will receive a QR code by email, which must be shown to the MR Operator—duly identified and located at the Diablo–Mine Train station—prior to accessing the Experience.

Bookings are individual and will include a single-use QR code for one admission to the Experience on the selected date.

To confirm the booking, the user must accept these Operating Rules.

Bookings may be made at any time, subject to availability and Experience operations.

The prices of the Experience will be those communicated at any given time on the PAW Web and APP when the booking is made, depending on the date and other relevant circumstances.

User access to the Experience is subject to payment of the price indicated during the booking process, which shall be made before the Experience begins, by credit or debit card.

****B) Booking at the physical point of sale****

PAESA will provide a physical point of sale at the entrance to the attraction for those who wish to enjoy the Experience.

To purchase a pass for the Experience, the user must approach the MR Operator located at the Diablo–Mine Train station and follow the purchase process as indicated by the Operator.

Bookings will be individual for one single-use pass to be enjoyed on the same day of purchase.

The booking will be confirmed upon completion of the purchase. Once payment is confirmed, the user may access the Experience on the next available ride.

Bookings are subject to seat availability and to the operational capacity of the Experience.

The prices of the Experience will be those communicated during the purchase process, depending on the date and other relevant circumstances.

User access to the Experience is subject to payment of the price indicated during the purchase process, which shall be made before the Experience begins, by credit or debit card.

In any case, booking the Rides Layer Experience does not grant access to the park itself. A valid entry ticket to PortAventura Park is required to enjoy the Experience.

ENJOYING THE EXPERIENCE

Once the booking is confirmed and within the established period for its use, the User must approach the MR Operator located at the entrances to the first train cars of the attraction. The MR Operator will verify access by scanning the QR code received in the booking confirmation email. If the booking was made at the physical point of sale, no further verification will be necessary.

If the MR Operator considers that operational or passenger-use restrictions apply that justify denying access to the Experience (as defined below), the Operator may prohibit the user's access.

Once validated, the MR Operator will fit the necessary equipment for the Experience, namely: mixed reality glasses, headphones, and a safety strap placed at chin level (the "MR Equipment").

If, after the Experience, the user reports defects in the audiovisual elements or technical issues attributable to PAESA, the MR Operator may, at their discretion and if the user's claims are deemed justified after appropriate checks, allow the user one additional pass to the Experience at no extra cost on the next available ride. For clarification, disappointment regarding personal expectations of the Experience does not entitle the user to a new free pass.

The use and enjoyment of the Experience shall comply with the terms and conditions set out in these Operating Rules, which the user declares to know and accept and which will be available on the website www.portaventuraworld.com and at the entrance to the Diablo–Mine Train attraction for consultation at any time.

OPERATIONAL RESTRICTIONS

The operational restrictions of the Diablo–Mine Train attraction (duly displayed at the attraction's entrance) shall also apply to the Experience, in addition to those listed below. In case of conflict between these Operating Rules and the attraction's operational restrictions, the rules set out herein shall prevail for the Experience.

i. Opening hours, calendar, and operations: Enjoyment of the Experience is subject to the Diablo–Mine Train opening calendar and schedule. The attraction may be out of service or closed due to technical issues or weather, safety, and/or operational reasons. In such cases, the Experience will not be available.

ii. Adverse weather and/or sunlight conditions: If weather conditions such as rain or adverse climate do not justify suspending the attraction but pose a risk to MR Equipment, PAESA may restrict or suspend access to the Experience. Likewise, PAESA may restrict or suspend access

when sunlight conditions—particularly the lack thereof—prevent proper enjoyment of the Experience, in order to preserve Experience quality, user safety, and MR Equipment integrity.

iii. Malfunctions or defects in MR Equipment: Access will be restricted if MR Equipment malfunctions prevent the Experience from being enjoyed. Service will resume as soon as such issues are resolved.

PASSENGER USAGE RESTRICTIONS

The passenger use restrictions applicable to the attraction Diablo–Mine Train—which are duly posted at the attraction entrances—shall also apply to the Experience, together with the additional restrictions set out below. In this regard, in the event of contradiction or discrepancy between these Operating Rules and the passenger use restrictions of the attraction, the provisions of these Operating Rules shall prevail with respect to the Experience.

i. Minimum age and height: The Experience is only suitable for persons with a minimum height of 1.40 meters, which is required in order to access the front cars of the Diablo–Mine Train attraction.

ii. Placement of MR Equipment: For safety reasons, PAESA may restrict access to the Experience to any person who cannot be properly fitted with the MR Equipment—regardless of age and height—and in particular where the MR Operator does not have sufficient assurance that such Equipment has been fitted in accordance with the manufacturer’s instructions and recommendations.

iii. Use of hearing devices: Persons wearing hearing devices may enjoy the Experience. However, PAESA accepts no liability for any possible damage to such devices should they suffer any malfunction or defect of any kind as a result of the use of the MR Equipment. It is the user’s responsibility to ensure that the MR Equipment does not endanger such devices, and users must inform the MR Operator of any discomfort or incompatibility issues at the time of fitting the MR Equipment, before the start of the Experience.

iv. Neurodevelopmental disorders: The Experience is suitable for persons affected by neurodevelopmental disorders. However, it is recommended to follow any existing medical restrictions and/or recommendations applicable to such persons with regard to the use/consumption of technologies, digital audiovisual content, video games, and related media. It is further noted that the Experience contains audiovisual content that may affect the sensitivity of persons suffering from such disorders (including loud volumes, sudden imagery, and fictional content). Combined with the actual ride experience of the attraction, this may cause discomfort in persons sensitive to loud noises, fear of heights, or similar conditions. In such cases, access to the Experience is not recommended.

v. Epilepsy: The Experience may not be used by persons suffering from epilepsy or any other medical condition that may involve uncontrolled seizure episodes that could affect the user’s attention, perception, behavior, and/or state of consciousness.

vi. Dizziness: The Experience may cause symptoms of dizziness, vertigo, disorientation, or loss of balance of varying intensity. The Experience is not recommended for persons with low blood pressure, headaches, a tendency to faint or lose consciousness, inner ear conditions, or any other medical and/or physical conditions that may predispose them to such symptoms.

CANCELLATIONS AND REFUNDS

The user will be entitled to cancel the booking and receive a full refund of the price paid for the Experience in the following cases:

- i. If, for technical, weather, safety, and/or operational reasons, the Diablo–Mine Train attraction is out of service or closed to the public, preventing the Experience from taking place.
- ii. If, without suspending or closing the attraction, weather conditions such as rain or adverse climate make it necessary to restrict access to the Experience to avoid endangering the MR Equipment or to ensure proper enjoyment of the Experience.
- iii. If access is restricted due to malfunctions or technical problems with the MR Equipment that prevent the Experience from taking place, unless these are expected to be resolved within a few hours.
- iv. If the MR Equipment cannot be properly fitted to the user or there are insufficient guarantees that it has been fitted in accordance with the manufacturer’s recommendations.

The user will only be entitled to cancellation and/or refund if one of the above situations applies. Refunds will not be granted if access to the Experience is denied due to the user failing to meet the requirements necessary to enjoy the Diablo–Mine Train and/or the Experience, as set out in the attraction’s passenger restrictions and these Operating Rules.

To request a refund, the user must go to the Visitor Service Office with the receipt provided by the MR Operator, where they will be informed of the refund process.

- v. If the user decides not to enjoy the Experience due to incompatibility of the MR Equipment with prescription glasses or hearing devices, provided this has been communicated to the MR Operator before the ride begins.
- vi. Any other reasons freely determined by PAESA during the operation of the Experience.

USER COMMITMENTS AND RESPONSIBILITIES

The User undertakes to use the Experience and the MR Equipment in accordance with moral standards, generally accepted good practices, and public order. The User undertakes not to use the Experience or the aforementioned Equipment in ways contrary to these Operating Rules, in a manner harmful to the rights and interests of PAESA or third parties, or in any other way that could damage, disable, overload, or deteriorate the MR Equipment, thereby

preventing the normal use and enjoyment of the Experience by other users. PAESA reserves the right to hold users accountable for any improper use of the MR Equipment, in accordance with these Operating Rules.

For safety reasons, it is strictly forbidden for the user to tamper with the MR Equipment in any way, either during its placement or throughout the course of the Experience. Both the placement and removal of the said Equipment must be carried out exclusively by PAESA's operational staff designated for this purpose.

PAESA reserves the right to deny or withdraw access to the Experience, at any time and without prior notice, to those users who fail to comply with the passenger use restrictions of the Diablo–Mine Train attraction, as supplemented by these Operating Rules.

INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

All contents of the Experience (including, without limitation, databases, images, drawings, graphics, text files, audio, video, and software) are the property of PortAventura World, or PortAventura World is duly authorized to use them, and they are protected by national and international intellectual and industrial property laws. The compilation (understood as the collection, arrangement, and assembly) of all content of the Experience and/or of audiovisual materials related thereto is the exclusive property of PAESA, or PAESA is duly authorized to use it, and it is likewise protected by national and international intellectual and industrial property laws.

PortAventura World and its trademarks are registered trademarks owned by PAESA. The names of other products, services, and companies appearing in this document or in the Experience may be registered trademarks of their respective owners.

Any other use of the content of the Experience or of its related materials, as well as of its design, configuration, and form of presentation, is strictly prohibited. Such prohibited uses include, but are not limited to, reproduction, modification, distribution, commercialization, transmission, subsequent publication, exhibition, or partial or total representation thereof, whether for commercial purposes or for mere disclosure.

It is PAESA's policy not to accept creative materials, ideas, or suggestions, except when expressly requested, in order to avoid any possible confusion in the event of similarity between ideas submitted by users and those developed by PAESA. Accordingly, we kindly ask that you do not submit any original materials or ideas to us. Any communication sent shall not be treated as confidential and may be used by PAESA for any purpose, including, without limitation, reproduction, modification, distribution, commercialization, transmission, subsequent publication, exhibition, or partial or total representation thereof.

COMPLAINTS AND CLAIMS

Users have access to official complaint forms at the Visitor Service Office of PortAventura Park, which they may use to file any complaint or claim.

Users may also file complaints or claims at the postal address or email address indicated in Section I of these Operating Rules.

In addition, as consumers, users may request out-of-court dispute resolution in accordance with Law 7/2017 of 2 November, which incorporates Directive 2013/11/EU of the European Parliament and of the Council of 21 May 2013 on alternative dispute resolution in consumer matters into Spanish law.

You may access this procedure via the website: <http://ec.europa.eu/consumers/odr/>

INVALIDITY AND SEVERABILITY

If any clause of these Operating Rules is declared wholly or partially null or ineffective, such nullity or ineffectiveness shall only affect the provision or the relevant part thereof, with the rest of the Operating Rules remaining in force. The affected provision shall be deemed not included, unless its essential nature to these Operating Rules makes them unenforceable in their entirety.

GOVERNING LAW AND JURISDICTION

These Operating Rules shall be interpreted and governed in accordance with Spanish law.

For any disputes that may arise, the parties submit to the jurisdiction of the courts determined by the applicable procedural rules and consumer and user protection regulations.

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