

Terms and Conditions for Facility Use at Shima Spain Village Parque España

Article 1 (Applicability of Terms)

The use agreement concluded between Shima Spain Village "Parque España" (hereinafter, the "Park") and a Park user shall be governed by the Terms and Conditions set forth herein. Any matters not provided for in these Terms shall be governed by applicable laws and regulations, or by generally accepted customs.

Article 2 (Formation of Use Agreement)

A use agreement shall be formed when a Park user obtains an official admission ticket. However, this shall not apply if the Park refuses use.

Article 3 (Prohibited Acts and Eviction from the Park)

The following acts are prohibited within the Park. If any of the following prohibited act is committed, the individual concerned will be required to leave the Park. In the case of eviction due to prohibited acts, no refund of the admission ticket will be provided.

- (1) Entering restricted areas, or loitering or resting in aisles, stairs, entrances, etc.
- (2) Damaging facilities, exhibits, or items within the Park
- (3) Selling goods, advertising, conducting surveys, distributing flyers, or any other similar acts
- (4) Holding banquets, parties, gambling, playing mahjong, or other acts inappropriate for the Park
- (5) Making unnecessary noise or causing a disturbance within the Park
- (6) Violating the precautions displayed on Park facilities, stated on the website, or otherwise notified
- (7) Acts that hinder the smooth operation of the Park or cause (or risk causing) discomfort to other guests
- (8) Failing to follow the instructions of Park employees or other staff
- (9) Taking commercial photographs (prior approval from the Park is required)
- (10) Acts of filming or public transmission that cause a nuisance to other guests
- (11) Acts that violate (or risk violating) laws, regulations, or public order and morals

Article 4 (Refusal of Use)

The Park may refuse use in the following cases:

- (1) A prohibited act specified in the preceding article has occurred.
- (2) The Park is at capacity, and there is no room for further admission.
- (3) The Park is closed due to natural disasters or other unavoidable circumstances.
- (4) The user is recognized as belonging to, being a member of, or being an associate of an organized crime group, or any other anti-social forces.
- (5) A user or their companion commits violence, threats, extortion, or coercive misconduct against Park facilities or employees, or demands a burden exceeding a reasonable range, or is recognized to have committed such acts in the past.
- (6) There is a risk that the user will cause a nuisance to other guests.
- (7) The attire of the user or their companion is unsuitable for the Park, or risks causing discomfort or fear to other guests.
- (8) There are other reasons deemed undesirable for using the Park.

Article 5 (The Park's Liability and Disclaimer)

1. In the event that the Park causes damage to a user in connection with the user's use of the Park due to reasons attributable to the Park, the Park shall be liable to compensate for such damage, excluding special damages and lost profits as provided for in Article 416, Paragraph 2 of the Civil Code. However, this shall not apply if the damage is caused to the user by the Park's willful misconduct or gross negligence.
2. The Park shall not be liable for accidents caused by user negligence or troubles between users, except where liability for compensation arises under laws and regulations.
3. Depending on the Park's operational status, weather conditions, etc., the operation details, operating hours, and operating methods of attractions, entertainment, restaurants, shops, and various services may be canceled or changed without prior notice.
4. Restaurant menus, product sales at shops, and various services may be terminated, suspended, or changed without prior notice.

Article 6 (Damage to Third Parties)

In the event that a Park user causes damage to a third party by violating these Terms, or if a Park user suffers injury or other damage themselves by violating these Terms, the Park shall bear no liability for any such damages.

Article 7 (Damage to Park Facilities, etc.)

If a Park user causes damage to Park facilities or other property through willful misconduct or negligence, the Park will seek to recover the cost of that damage from the user.

Article 8 (Closed Days and Operating Hours)

The Park shall determine the closed days and operating hours. However, these may be subject to temporary changes.

Article 9 (Use of Attractions)

Attraction users must comply with age, height, and other restrictions established by the Park, as well as any other precautions and instructions provided by Park employees.

Article 10 (Theft or Damage of Personal Belongings and Vehicles)

The Park shall bear no liability for the theft of or damage to personal belongings, vehicles in the parking lot, or items left inside such vehicles.

Article 11 (Coin-operated Lockers and Baggage Storage)

Coin-operated lockers are available for use only during the day's operating hours. The Park shall bear no liability for any accidents involving money, valuables, or other items within the coin-operated lockers.

The operating hours for baggage storage shall be the same as those of the coin-operated lockers. Stored items will be returned to the bearer of the storage receipt against presentation of the receipt.

Article 12 (Prohibited Items)

The following items are prohibited within the Park:

- (1) Firearms, swords, fireworks, firecrackers, deleterious substances, unmanned aircraft such as drones, and other hazardous materials
- (2) Items that emit a significant foul odor and risk causing discomfort to other guests
- (3) Boxed lunches, bottles, cans, and similar items
- (4) Pets and other animals (excluding guide dogs, hearing dogs, and service dogs)
- (5) Other items separately designated by the Park
- (6) To ensure the effectiveness of the preceding paragraph, Park employees may request that guests present the contents of their bags or other belongings upon entry or as necessary, and may conduct baggage inspections.

Article 13 (Compliance with Rules and Regulations)

Park users shall comply with these Terms, the "Requests from Shima Spain Village" on the website, and any instructions or rules provided by Park employees, whether oral or posted.

Article 14 (Amendment of These Terms)

1. The Park may, at its discretion and in accordance with the provisions of Article 548-4 of the Civil Code, amend these Terms at any time in the following cases:
 - (1) Amending these Terms serves the general interest of users.
 - (2) Amending these Terms does not contradict the purpose of the agreement. The amendment is reasonable in light of the necessity of the amendment, the appropriateness of the amended content, the content of the amendment, and other circumstances related to the amendment.
2. When amending these Terms, the Park shall notify users in advance of the amendment, the amended Terms, and their effective date by posting on the website or through other methods prescribed by the Park.
3. If a user uses the Park after the effective date of the amended Terms, the user shall be deemed to have agreed to the amended Terms.

Article 15 (Enforcement)

These Terms and Conditions shall come into effect as of July [Day], 2025.

Revision History:

Enforced: December 1, 2006

Revised: July 19, 2025