



V.I.P. MERLIN ANNUAL PASS 2016
TERMS AND CONDITIONS OF USE

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VIEW

V.I.P MERLIN ANNUAL PASS

TERMS AND CONDITIONS OF USE

By purchasing the V.I.P Merlin Annual Pass (“V.I.P Pass”) from The Merlin Entertainments Group (“Merlin”) you are deemed to have accepted these Terms and Conditions of use (“Terms”). These Terms are inherent characteristics of the V.I.P Pass and are independent of any other contract and cannot be varied (other than in accordance with Term 25 of these Terms). Purchase and use of a V.I.P Pass is in accordance with the regulations of each individual Attraction, copies of which are available at each Attraction or can be obtained online at www.merlinannualpass.co.uk/terms. Please ensure that you are willing to be bound by these regulations before purchasing your V.I.P Pass.

A V.I.P Pass will only be valid when it is used and/or presented by the named holder; it displays a photograph which must be a true likeness of the holder and it is within the Validity Period (as defined in Term 6). Photocopies of a V.I.P Pass will not be accepted. Any use or attempted use of a V.I.P Pass in breach of these Terms or the relevant Attraction’s regulations will result in the V.I.P Pass being revoked without compensation. For the avoidance of doubt, pass sharing is a breach of these Terms and any attempted use of a V.I.P Pass by someone other than the photographed and named holder; regardless of the reason, will result in access being refused and the V.I.P Pass being revoked without compensation.

1. The varieties of Annual Pass available for purchase are:

- I.1 The Standard Merlin Annual Pass;
- I.2 The Premium Merlin Annual Pass; and
- I.3 The V.I.P Merlin Annual Pass.

The V.I.P Pass may be purchased as an Individual V.I.P Pass, a Family V.I.P Pass or a Disabled V.I.P Pass.

Please note that the Standard Merlin Annual Pass and the Premium Merlin Annual Pass have their own terms and conditions and their issue and use is not governed by these Terms.

2. The Merlin attractions that are part of the V.I.P Pass scheme are: Alton Towers Resort Theme Park, LEGOLAND® Windsor Resort Theme Park, LEGOLAND® Discovery Centre (Manchester), THORPE PARK Resort Theme Park, Chessington World of Adventures Resort Theme Park, Madame Tussauds (London & Blackpool), the Coca-Cola London Eye, DreamWorks Tours Shrek’s Adventure! London, Warwick Castle, the Blackpool Tower attractions, SEA LIFE London Aquarium, Jurassic Skyline, SEA LIFE Centres & Sanctuaries based in the UK and the Dungeons based in the UK (“the UK Attractions”) and all global attractions owned and/or operated by Merlin other than Mount Hotham and Falls Creek (and all of the UK Attractions and global attractions shall be collectively referred to as “Attractions” and “Attraction” shall be interpreted accordingly).

3. Each V.I.P Pass holder will be issued with their own V.I.P Pass and will be required to supply the following:

- 3.1 Their first name and surname;
- 3.2 Their date of birth;
- 3.3 Their residential address;
- 3.4 A contact telephone number;
- 3.5 A contact email address; and
- 3.6 A photograph which must be a true likeness of the holder.

4. Family V.I.P Pass options are as follows:

- 4.1 Family of 3 – means three family members of any age;
- 4.2 Family of 4 – means four family members, at least one of whom must be under 12 years of age;
- 4.3 Family of 5 – means five family members, at least two of whom must be under 12 years of age.

Each family member will be issued with their own V.I.P Pass and, for the avoidance of doubt, will be required to supply the details listed in Term 3. In order to qualify for a Family Annual Pass, all V.I.P Passes must be purchased as part of the same transaction.

5. The purchaser of a V.I.P Pass must be 18 years or over (and if purchasing a V.I.P Pass on behalf of a minor as part of a Family V.I.P Pass, the purchaser confirms that they are acting as agent for and on behalf of that minor).

6. A V.I.P Pass entitles the holder to admission to the Attractions including, subject to availability, priority entry to UK Attractions, for a period of 12 months from the date of issue (“Validity Period”) and is subject to the operating calendars of each Attraction and any applicable exclusion dates. The ‘valid until’ date will be printed on the V.I.P Pass when issued and V.I.P Pass holders can use their V.I.P Pass up to and including the ‘valid until’ date. Please check individual Attraction opening and closing dates and the V.I.P Pass exclusions before your visit. Please note that not all Attractions are open all year.

7. Purchase of a Disabled Merlin V.I.P Pass (“Disabled Pass”) is subject to proof of disability for example by production of a doctor’s letter setting out the disability, proof of receipt of disability living allowance or a disabled parking badge. Disabled Pass holders are entitled to a free Carer Merlin V.I.P Pass (“Carer Pass”) which will be issued at the same time as the Disabled Pass. Disabled Pass holders will be required to supply the details listed in Term 3. Whilst a Disabled Pass entitles the holder to admission to the Attractions, it does not automatically entitle the holder to receive a pass for the rides (“Ride Access Pass”). Ride Access Passes are issued at the theme park Attractions and give holders priority entry to the rides so that queuing time is reduced. To obtain a Ride Access Pass, Disabled Pass holders must present at each theme park Attraction appropriate documentation which sets out the reasons for being unable to queue. For a list of acceptable documentation, please visit the relevant Attraction’s website.

- 7.1 The Carer Pass is issued with the Disabled Pass and contains the name, date of birth and a photo of the Disabled Pass holder;
- 7.2 The Carer Pass can be used by any family member, friend or carer of the Disabled Pass holder who is 14 years or over;
- 7.3 The Carer Pass may only be used by the designated carer when accompanying the Disabled Pass holder. The Carer Pass entitles the designated carer to admission to the Attractions only and does not entitle the designated carer to any other benefit including, but not limited to, privilege packs and their associated contents. Use of either the Disabled Pass or the Carer Pass in breach of this Term 7.3 and/or these Terms will result in both the Disabled Pass and the Carer Pass being revoked without compensation.
- 7.4 Any individual who has their Disabled Pass and Carer Pass revoked in accordance with Term 7.3 shall be prevented from purchasing a replacement Disabled Pass and, in the future, is required to purchase a full price entrance ticket to enter the Attractions and this will be non-refundable.

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For more details about each individual attraction please visit www.merlinentertainments.biz



8. Merlin, in its absolute discretion, reserves the right to vary the opening and closing dates of the Attractions and to close, remove or cancel all or any part of the rides, events or facilities within the Attractions for any reason including, but not limited to, technical, health and safety and/or operational reasons or due to special events or private functions. For the avoidance of doubt, the full value or any part of the value of the V.I.P Pass will not be refunded nor will any compensation be payable if any of the Attractions become unavailable or if any or part of any of the Attractions are closed or removed from the V.I.P Pass scheme.

Please note that the Coca-Cola London Eye will be shut for maintenance for up to two weeks in January of each year which for 2017 shall be between 9 January 2017 and 24 January 2017 (inclusive). Please check www.londoneye.com for details of closure.

Additionally, please note that the Spirit of London ride at Madame Tussauds (London) will be shut for up to two weeks in January/February 2017. Please check www.madametussauds.co.uk/london for details of exact dates of closure. Furthermore, the Chamber of Horrors at Madame Tussauds (London) is currently shut for redevelopment and will remain closed until further notice by Merlin. Please contact the Attraction for more information.

9. A V.I.P Pass entitles each V.I.P Pass holder to the following benefits at UK Attractions only:

- 9.1 Unlimited fastrack entry at Alton Towers Resort Theme Park, LEGOLAND® Windsor Resort Theme Park, THORPE PARK Resort Theme Park and Chessington World of Adventures Resort Theme Park. This benefit applies to the individual V.I.P Pass holder only. Each individual V.I.P Pass holder will be provided with a wristband upon entry to the relevant Attraction and this must be presented along with a valid V.I.P Pass at each fastrack entrance. For the avoidance of doubt, a V.I.P Pass does not entitle the V.I.P Pass holder to join the front of the fastrack queue, nor does it allow instant access to front row riding.
- 9.2 Unlimited London Eye river cruise entry (subject to availability) provided that this has been booked in advance.
- 9.3 Unlimited waterpark entry at Alton Towers Resort Theme Park (subject to availability) provided that this has been booked in advance. It is recommended that V.I.P Pass holders book at least 24 hours in advance.
- 9.4 Two "Golden Experience Tickets" which can be redeemed during the Validity Period of the V.I.P Pass in exchange for a selection of special events and/or secondary attractions at UK Attractions only, such as a champagne experience at the Coca-Cola London Eye and the giraffe feeding at Chessington World of Adventures Resort. Please note that any special events and/or secondary attractions are subject to availability and capacity and must be booked in advance. "Golden Experience Tickets" are issued for the benefit of the individual V.I.P Pass holder and a family member or friend. The V.I.P Pass holder must be present when the "Golden Experience Tickets" are redeemed. Failure to present valid "Golden Experience Tickets" will result in the V.I.P Pass holder and the accompanying family member or friend being refused admission to the relevant special event or secondary attraction, without compensation.

If a "Golden Experience Ticket" is redeemed for a champagne experience at the Coca-Cola London Eye, the individual V.I.P Pass holder can only book a time which is within an allocated timeslot. Alcohol will only be served to adults aged 18 years or over. Please note that a champagne experience takes place in a shared capsule and cannot be combined with booking a private capsule at the Coca-Cola London Eye.

9.5 Two "Celebration Tickets" which can be redeemed during the Validity Period of the V.I.P Pass and entitle the V.I.P Pass holder to take a friend to a participating UK Attraction and benefit from priority admission and unlimited fastrack entry to participating rides. Please note that a "Celebration Ticket" does not guarantee entry to a UK Attraction and entry is subject to availability, capacity and the UK Attraction's opening dates. Failure to present valid "Celebration Tickets" will result in the V.I.P Pass holder's friend being charged a non-refundable "on the day" admission rate and fastrack entry rate (if applicable) in order to enter the relevant Attraction and benefit from fastrack entry (if applicable). A "Celebration Ticket" can be used only once and is not valid for entry to any special events and/or concerts at participating UK Attractions and/or entry at the following Attractions on the days/dates set out below:

- 9.5.1 Blackpool Tower Eye and Blackpool Circus: From 9 October 2016 until 6 November 2016 (inclusive) and 8 October 2017 until 5 November 2017 (inclusive);
- 9.5.2 Blackpool Tower Eye and The Blackpool Tower Dungeon: Every Friday and Monday during the Validity Period; and in respect of the Blackpool Tower Dungeon only, between 29 October 2016 and 31 October 2016 (inclusive) and 28 October 2017 and 31 October 2017 (inclusive).
- 9.6 One drinks capsule free of charge during the Validity Period at UK Attractions. Failure to bring the drinks capsule to a UK Attraction (due to it having been lost, stolen or forgotten) will result in a charge for a replacement drinks capsule which will be non-refundable. In the event that a drinks capsule is accidentally damaged, Merlin will issue a replacement drinks capsule provided that the damaged drinks capsule is brought to a UK Attraction to be exchanged.
- 9.7 Preferred car parking at participating UK Attractions however such car parking will be subject to the Attraction having a preferred car parking system in operation and will be subject to availability. Please note that preferred car parking may not be available for special events at participating UK Attractions.

Merlin and/or a UK Attraction may offer additional benefits to V.I.P Pass holders from time to time however such benefits will be on a "one off" basis and nothing in these Terms shall oblige Merlin and/or a UK Attraction to offer additional benefits to V.I.P Pass holders.

10. V.I.P Pass exclusions:

- 10.1 A V.I.P Pass is only valid for daytime entry to Warwick Castle.
- 10.2 A V.I.P Pass does not entitle entry to LEGOLAND® Windsor Resort Theme Park outside the Attraction's normal park opening hours as published on its website at www.legoland.co.uk including, any special events.
- 10.3 Rides and attractions are subject to availability and capacity.

11. A V.I.P Pass is subject to additional charges including, but not limited to, entrance fees and/or booking fees for entry into:

- 11.1 Any concerts taking place at the Attractions, any themed and/or special events taking place at the Attractions including, but not limited to, Dungeon LATES along with other events including those managed by third parties.
- 11.2 Secondary attractions at Chessington World of Adventures Resort including, but not limited to, animal experiences, Savannah Splash Pool and Go Ape.
- 11.3 All Christmas event openings.
- 11.4 Secondary attractions at Alton Towers Resort Theme Park including, but not limited to, Alton Towers Spa, Scarefest Mazes and Tree Top Quest.
- 11.5 Secondary attractions at THORPE PARK Resort Theme Park including, but not limited to, Mazes.
- 11.6 Any other event as determined by Merlin from time to time.

A V.I.P Pass does not guarantee discounted entry to these secondary attractions however such discounts may be available at Merlin's discretion.

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12. A V.I.P Pass is only valid for standard Coca-Cola London Eye tickets. A V.I.P Pass may not be used for any of the following (without limitation):

- 12.1 Pre-booked capsules;
- 12.2 Private capsules;
- 12.3 Civil ceremonies or weddings;
- 12.4 Champagne experience (other than when booked in accordance with Term 9);
- 12.5 Themed seasonal tickets; or
- 12.6 Packages, such as restaurants, hotels, theatre and combination tickets.

13. A V.I.P Pass is only valid for standard Jurassic Skyline tickets and may not be used for any of the following (without limitation):

- 13.1 Private Hire Flights;
- 13.2 Champagne Experience;
- 13.3 Themed seasonal tickets; or
- 13.4 Packages, such as restaurants, hotels and theatre tickets.

14. To use a V.I.P Pass, the authorised holder must show it at the admissions office, turnstile or other authorised entry point of the relevant Attraction. Entry to an Attraction by use of a V.I.P Pass will only be permitted if a valid V.I.P Pass can be presented. Failure to present a valid V.I.P Pass (due to it having been lost, stolen or forgotten) will result in a charge of the “on the day” admission rate applicable to the relevant Attraction, which will be non-refundable. Re-entry to the same Attraction on the same day requires a hand stamp.

15. All V.I.P Passes remain the property of Merlin and can be withdrawn at any time. V.I.P Passes are non-transferable and cannot be sold, loaned or given away to or used by a third party. A V.I.P Pass will automatically be deemed void and shall be revoked without compensation if sold, loaned or given away or if any attempt is made to sell, loan or give it away. Access will be denied to any or all Attractions in the event of fraud or misuse of the V.I.P Pass and the V.I.P Pass will be withdrawn from any person whose conduct is deemed to be inappropriate in the absolute discretion of Merlin. Inappropriate conduct includes, but is not limited to, displaying any sign or visible representation of any kind which is, or could reasonably be judged to be, threatening, abusive or insulting to any member of Merlin staff and/or other members of the public visiting the Attractions, or allowing or assisting a third party to attempt to gain unauthorised or improper access to any Attraction with a V.I.P Pass of which they are not the valid holder. For the avoidance of doubt, no compensation will be given in such circumstances.

16. A V.I.P Pass that is discovered to have been purchased through illegal methods (including, but not limited to, the use of fraudulent debit/credit cards) will be revoked without compensation.

17. Possession of a V.I.P Pass does not guarantee entry to the Attractions. The management of the relevant Attraction, acting reasonably, reserves the right to refuse admission for any reason and at any time.

18. Possession or use of the V.I.P Pass does not guarantee immediate entry to any Attraction especially during peak times.

19. A lost, stolen and/or damaged V.I.P Pass should immediately be reported to Merlin through the Attraction that issued the V.I.P Pass. Contact details for all Attractions can be found on the Merlin V.I.P Pass website (www.merlinannualpass.co.uk/vip).

20. In the event of a lost, stolen and/or damaged V.I.P Pass, Merlin will re-issue a replacement V.I.P Pass. Replacement V.I.P Passes will only be issued at the original issuing Attraction to the individual whose details have been provided in accordance with Term 3. An administration fee of up to £10 will be charged for the re-issue of each lost or damaged V.I.P Pass. The re-issue of stolen V.I.P Passes will also be subject to the £10 re-issue fee unless the holder can provide Merlin with a relevant crime reference number when requesting that the V.I.P Pass is re-issued.

21. Unless stated otherwise, a V.I.P Pass cannot be used in conjunction with any promotional offer, voucher or advance booking or with any discount or retail/restaurant incentive.

22. Refunds are not available in any circumstances. This does not affect consumers’ statutory rights.

23. Merlin shall only use a V.I.P Pass holder’s details under this Term 23 in accordance with Merlin’s privacy policy which can be viewed at www.merlinentertainments.biz/en/privacy_policy.aspx. Merlin reserves the right to use a V.I.P Pass holder’s details to contact them in relation to service information, including, but not limited to, information about changes to these Terms, expiry and/or renewal reminders. Merlin also reserves the right to use a V.I.P Pass holder’s details for marketing purposes for its products and events unless that V.I.P Pass holder has opted out of receiving such information. If you wish to opt out of receiving such information at any time please contact us by email via privacy@merlinentertainments.biz or by post at Merlin Entertainments Group, Privacy Department, 3 Market Close, Poole, Dorset BH15 1NQ.

24. Merlin is entitled, in its absolute discretion, to change the price payable for its V.I.P Pass at any time and for any reason and may from time to time offer pricing or promotional offers at specific Attractions, online, via telephone or through third party channels. Please note that Merlin does not price match the price payable for a V.I.P Pass.

25. Merlin reserves the right to vary these Terms by giving V.I.P Pass holders no less than 30 days’ written notice of such variation by using the details provided in accordance with Term 3.

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26. On the presentation of a V.I.P Pass, V.I.P Pass holders may receive discounts and/or benefits from Merlin and/or third parties. Such third parties are subject to change without notice. Merlin is entitled to remove, change and/or withdraw any or all discounts and/or benefits in its absolute discretion at any time and for any reason without notice.

27. Visitors under 12 years of age to THORPE PARK Resort must be accompanied, at all times, by an individual aged 16 years or over and visitors under 12 years of age to Alton Towers Resort Theme Park, Chessington World of Adventures Resort Theme Park and Warwick Castle must be accompanied, at all times, by an individual aged 18 years or over. Visitors under 12 years of age to SEA LIFE Centres and Sanctuaries must be accompanied, at all times, by an individual aged 18 years or over. Visitors 13 years and under to Madame Tussauds (London) must be accompanied, at all times, by an individual aged 18 years or over. Visitors under 14 years of age to DreamWorks Tours Shrek's Adventure! London, LEGOLAND® Windsor Resort Theme Park and Jurassic Skyline must be accompanied, at all times, by an individual aged 18 years or over. Visitors under 15 years of age to the Blackpool Tower attractions must be accompanied, at all times, by an individual aged 18 years or over. Visitors 15 years and under to the Coca-Cola London Eye, SEA LIFE London Aquarium and the London Dungeon must be accompanied, at all times, by an individual aged 18 years or over. Visitors under 16 years of age to the Edinburgh Dungeon and the York Dungeon must be accompanied, at all times, by an individual aged 16 years or over. With regard to LEGOLAND® Discovery Centre (Manchester), all adults aged 18 years or over must be accompanied by a child 17 years or under and all visitors 17 years and under must be accompanied at all times, by an individual aged 18 years or over. In relation to global attractions owned and/or operated by Merlin, the appropriate age can be found on the relevant Attraction's website.

28. Visitors under 1 year of age may enter the Blackpool Tower Circus free of charge. Visitors under 3 years of age may enter Chessington World of Adventures Resort Theme Park, THORPE PARK Resort Theme Park, Alton Towers Resort Theme Park, Warwick Castle, DreamWorks Tours Shrek's Adventure! London, LEGOLAND® Windsor Resort Theme Park, LEGOLAND® Discovery Centre (Manchester), the Blackpool Tower Eye, the Blackpool Tower Dungeon, SEA LIFE London Aquarium, Jurassic Skyline and SEA LIFE Centres and Sanctuaries free of charge. Visitors under 4 years of age may enter Madame Tussauds (London), the London Dungeon, the York Dungeon and the Coca-Cola London Eye free of charge. Visitors under 5 years of age may enter the Edinburgh Dungeon free of charge. Visitors under 14 years of age may enter the Blackpool Tower Ballroom free of charge (limited to a maximum of two such free entrants per V.I.P Pass holder aged 18 years or over per visit). Charges apply to any visitor over 1 year of age entering the Blackpool Tower Circus and all children using Jungle Jim's. In relation to global attractions owned and/or operated by Merlin, the appropriate age can be found on the relevant Attraction's website.

29. Height, weight, size and age restrictions and medical warnings apply to certain rides and attractions. Some rides at LEGOLAND® Windsor Resort Theme Park will require visitors who only just meet the minimum height requirements to be accompanied by an individual aged 16 years or over.

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