



V.I.P. MERLIN ANNUAL PASS 2017
TERMS AND CONDITIONS OF USE

www.merlinannualpass.co.uk

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 Merlin Entertainments PLC (“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 on the relevant Attraction’s website. 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 or a Family 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 are: Alton Towers Resort, Chessington World of Adventures Resort (“Chessington”), THORPE PARK Resort, LEGOLAND® Windsor Resort, Warwick Castle, Shrek’s Adventure! London, Madame Tussauds London or Blackpool, The London, York, Edinburgh or Blackpool Tower Dungeons, (“The Dungeons”), The Blackpool Tower Eye or The Blackpool Tower Circus, The Blackpool Tower Ballroom, and Jungle Jim’s (“The Blackpool Tower Attractions”), LEGOLAND® Discovery Centre Manchester, The Coca-Cola London Eye, SEA LIFE Bray, Weymouth SEA LIFE Adventure Park & Jurassic Skyline, SEA LIFE centres & Sanctuaries in the UK (Birmingham, Great Yarmouth, Loch Lomond, Blackpool, Gweek, London, Oban, Brighton, Manchester, Scarborough and Hunstanton) (“SEA LIFE centres & Sanctuaries”) (“the UK Attractions”) and all global attractions owned and/or operated by Merlin up to and including 18 May 2017 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).

The Attractions that are part of the V.I.P. Pass will be reviewed and announced on <https://www.merlinannualpass.co.uk/vip.aspx>. Before booking or visiting an Attraction, please check if your pass is valid at that Attraction on the aforementioned website.

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. Passholders can use their V.I.P. Passes up to and including the ‘valid until’ date. Please check individual Attraction opening and closing dates on the relevant Attraction’s website, the V.I.P. Pass exclusions set out at Term 10 and on the relevant Attraction’s website before your visit. Please note that not all Attractions are open all year.

7. If a disabled person buys a V.I.P. Pass, subject to presenting at the relevant Attraction, proof of disability for example by production of a doctor’s letter dated within the Validity Period of their V.I.P. Pass and setting out their disability, or proof of receipt of disability living allowance or a disabled parking badge, that disabled V.I.P. Passholder shall be entitled to obtain a free Carer Merlin V.I.P. Pass (“Carer Pass”) which enables them to bring their carer into the Attraction with them at no additional cost. Carer Passes are issued solely at the relevant Attraction’s discretion and cannot be obtained online or over the phone.

- 7.1 Carer Passes will need to be renewed annually. When renewing a Carer Pass, the disabled Passholder will need to present documentation proving disability again as Merlin recognises that disabled status and assistance required may change from year-to-year.
- 7.2 The Carer Pass can be used by any family member, friend or carer of the disabled V.I.P. Passholder who is 14 years or over. The Carer Pass is issued to the disabled V.I.P. Passholder and will have the name, date of birth and a photo of the disabled V.I.P. Passholder.
- 7.3 Each time the disabled V.I.P. Passholder visits the Attraction with a carer, they shall also supply their Carer Pass in order to be granted entry. The Carer Pass entitles the carer attending the Attraction with the relevant V.I.P. Passholder to admission to the Attractions only and does not entitle such carer to any other benefit including, but not limited to V.I.P. Packs and their associated contents. If the disabled V.I.P. Passholder has forgotten their Carer Pass and wishes to have a carer present during their visit to the Attraction, provided the disabled V.I.P. Passholder presents documentation proving disability in accordance with Term 7, Merlin may issue the carer with a Carer Day Ticket at the sole discretion of the relevant Attraction.
- 7.4 Use by the disabled V.I.P. Passholder and/or their carer of either the V.I.P. Pass and/or the Carer Pass in breach of this Term 7 and/or these Terms will result in both the V.I.P. Pass held by the disabled person and the Carer Pass being revoked without compensation.

8. Whilst a V.I.P. Pass entitles the disabled V.I.P. Passholder to admission to the Attractions, it does not automatically entitle the holder to receive a "Ride Access Pass". Ride Access Passes are issued at the theme park Attractions and enable holders to access the rides with minimum queuing time. The terms and conditions relating to the Ride Access Pass are available at the Attraction and via the following link: <http://www.merlinannualpass.co.uk/vip-faqs.aspx>. Disabled V.I.P. Passholders and V.I.P. Passholders seeking to obtain a Ride Access Pass must present at each Resort 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. For more information about using a Ride Access Pass with your V.I.P. Pass, please visit <http://www.merlinannualpass.co.uk/vip-faqs.aspx>. 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, if any or part of any of the Attractions are closed, if the V.I.P. Pass no longer applies to a particular Attraction, or if an existing V.I.P. Pass does not grant you entry into any new attractions. Merlin will endeavour to inform V.I.P. Passholders if an Attraction has reached capacity, is closing or where certain rides or Attractions become unavailable. V.I.P. Passholders are advised to check the Merlin V.I.P. Facebook feed, <https://www.facebook.com/VIPmerlinannualpass/> and the events page of the Merlin website, www.merlinannualpass.co.uk/events.aspx, for any cancellations or closures and special events (which may have additional costs) taking place on the relevant date and/or time of their proposed visit.

8.1 Please note that the Coca-Cola London Eye will be shut for maintenance for up to three weeks in January of each year. Please check www.londoneye.com for details of closure.

8.2 Please note Jurassic Skyline is a seasonal Attraction and will be closed from 31st October 2017 until 1st April 2018.

8.3 Additionally, please note that the Spirit of London ride at Madame Tussauds (London) will be shut for up to two weeks in January/February 2018. Please check www.madametussauds.co.uk/london for details of exact dates of closure. Please contact Madame Tussauds (London), https://www.merlinannualpass.co.uk/vip-attractions_madametussauds.aspx, for more information.

8.4 Please note that the Tyrant Boat Ride at the London Dungeon will be shut for annual maintenance for up to 4 weeks each year. This usually takes place in February each year, but this is subject to change at the discretion of the London Dungeon. Please check <https://www.thedungeons.com/london/en/> for exact dates and details of this scheduled closure.

8.5 Please note that the Drop Dead – Drop ride at the London Dungeon will be shut for annual maintenance for up to two weeks. This usually takes place in January each year, but this is subject to change at the discretion of the London Dungeon. Please check <https://www.thedungeons.com/london/en/> for exact dates and details of this scheduled closure.

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

9.1 Complimentary entry to The Sherlock Holmes Experience at Madame Tussauds London.

9.2 Unlimited ride fastrack entry at Alton Towers Resort, LEGOLAND® Windsor Resort, THORPE PARK Resort and Chessington. This benefit applies to the V.I.P. Passholder only. Each V.I.P. Passholder 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. Passholder to join the front of the fastrack queue, nor does it allow instant access to front row riding. Please note that queue locations may vary and V.I.P. Passholders should refer to the Tips and Tricks guide http://www.merlinannualpass.co.uk/pdfs/tips_and_tricks_2017.pdf for more information.

9.3 Standard Entry to the London Eye river cruise (subject to availability) provided that this has been booked in advance.

9.4 Unlimited waterpark entry at Alton Towers Resort (subject to availability) provided that this has been booked in advance. It is recommended that V.I.P. Passholders book at least 24 hours in advance.

9.5 Two "Golden Experience Tickets" which can be redeemed during the Validity Period of the V.I.P. Pass in exchange (at no additional cost) 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. Please note that holding a "Golden Experience Ticket" does not guarantee the V.I.P. Passholder entry to any special events and/or secondary attractions (all of which are subject to availability, Attraction open dates, capacity and must be booked in advance). "Golden Experience Tickets" are issued for the benefit of the V.I.P. Passholder and a family member or friend. The V.I.P. Passholder must be present when the "Golden Experience Tickets" are redeemed. Failure to present valid "Golden Experience Tickets" will result in the V.I.P. Passholder and the accompanying family member or friend being refused admission to the relevant special event or secondary attraction, without compensation.

9.5.1 A full list of the different "Golden Experiences" are available at www.merlinannualpass.co.uk/vip-golden-ticket.aspx. Please note that "Golden Experience Tickets" do not entitle V.I.P. Passholders to entry into special events unless this is clearly stated on the "Golden Experience" page of the Merlin Website (www.merlinannualpass.co.uk/vip-golden-ticket.aspx). The "Golden Experience Ticket" does not entitle the accompanying family member or friend to free entry into an Attraction. If the accompanying family member or friend does not have a Standard, Premium or local Annual Pass, they will be required to purchase a day ticket into the relevant Attraction, but they are able to attend the "Golden Experience" for free, on presentation of their "Golden Experience Tickets." Booking information and terms and conditions for each "Golden Experience" can be found on the "Golden Experience Ticket" page, <https://www.merlinannualpass.co.uk/vip-golden-ticket.aspx> and "Golden Experience Ticket" holders will also need to comply with these terms.

9.5.2 If a "Golden Experience Ticket" is redeemed for a champagne experience at the Coca-Cola London Eye, the V.I.P. Passholder 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.

9.5.3 Please note that due to the early opening of the "Golden Experience", where the "Golden Experience Ticket" is redeemed for a Sherlock Holmes experience at Madame Tussauds London, the V.I.P. Passholder and the family members or friends accompanying a V.I.P. Passholder using a "Golden Experience Ticket" may wish to return to Madame Tussauds London for the day to attend the Sherlock Holmes experience. However, if the accompanying family member or friend does not have a Standard, Premium or local Annual Pass, they will be required to purchase a day ticket into the Attraction, but they are able to attend the experience for free, on presentation of their "Golden Experience Tickets".

9.5.4 "Golden Experience Tickets" are non-refundable, cannot be extended or replaced and will expire when the V.I.P. Pass expires.

9.5.5 Each of the two "Golden Experience Tickets" can only be used once, however, the two "Golden Experience Tickets" do not need to be redeemed by the V.I.P. Passholder at the same time. For example, a V.I.P. Passholder can either use both "Golden Experience Tickets" for two family members or friends on the same occasion, or they can use each "Golden Experience Ticket" on two separate occasions at either the same or two different Attractions. However, please note that each "Golden Experience Ticket" will need to be surrendered at the relevant Attraction at the time of the relevant visit.

9.6 Two "Celebration Tickets" which can be redeemed during the Validity Period of the V.I.P. Pass. Each "Celebration Ticket" entitles a family member or friend of the V.I.P. Passholder priority entry (where available) to any of the UK Attractions and free unlimited day fastrack when visiting Alton Towers Resort, Chessington, THORPE PARK Resort, and LEGOLAND® Windsor Resort. Please note that a "Celebration Ticket" does not guarantee entry to a UK Attraction, any special events and/or secondary attraction (all of which are subject to availability, Attraction open dates, and capacity). "Celebration Tickets" are issued for the benefit of the V.I.P. Passholder and a family member or friend. The V.I.P. Passholder must be present when the "Celebration Tickets" are redeemed. Failure to present valid "Celebration Tickets" will result in the V.I.P. Passholder's family member or 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). Terms and Conditions applicable to the "Celebration Ticket" can be found on the back of the "Celebration Ticket".

9.6.1 A "Celebration Ticket" 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. Any change to the below exclusion dates and any additional exclusion dates will be advised on the events page of Merlin's website, www.merlinannualpass.co.uk/events.aspx and Merlin's Facebook feed, <https://www.facebook.com/VIPmerlinannualpass/>, please check here before you book your visit:

9.6.1.1 Blackpool Tower Eye and Blackpool Tower Circus, 8 October 2017 until 5 November 2017 (inclusive); and

9.6.1.2 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 28 October 2017 and 31 October 2017 (inclusive); and 28 October 2018 and 31 October 2018 (inclusive).

9.6.2 "Celebration Tickets" cannot be extended or replaced and will expire when the V.I.P. Pass expires.

9.6.3 Each of the two "Celebration Tickets" can only be used once, however the "Celebration Tickets" do not need to be redeemed by the V.I.P. Passholder at the same time. For example, a V.I.P. Passholder can either use both "Celebration Tickets" for two family members or friends on the same occasion, or they can use each "Celebration Ticket" on two separate occasions at either the same or two different Attractions. However, please note that each "Celebration Ticket" will need to be surrendered at the relevant Attraction at the time of the relevant visit.

9.7 One drinks capsule free of charge during the Validity Period of your V.I.P. Pass. If you forget to bring the drinks capsule to Alton Towers Resort, THORPE PARK Resort, Chessington, LEGOLAND® Windsor Resort and Warwick Castle (due to it having been lost, stolen or forgotten) and would like a replacement, this will result in a charge for the replacement drinks capsule which will be non-refundable. In the event that a drinks capsule is faulty or damaged, Merlin will issue a replacement drinks capsule provided that the damaged drinks capsule is brought to one of the Attractions listed above to be exchanged. Please note that drinks capsules cannot be refilled in all restaurants and hotels. V.I.P. Passholders are advised to check the Merlin FAQs for more information.

9.8 One free booking of the Tower Circus Royal box per Passholder per season. Please note that there are two seasons and this is subject to availability and cannot be guaranteed. V.I.P. Passholders can only book for one show at a time.

9.9 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. Passholders 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. Passholders.

10. V.I.P. Pass Exclusions:

10.1 A V.I.P. Pass is only valid for daytime entry to Warwick Castle. Entry to secondary attractions at Warwick Castle including, but not limited to, the Castle Dungeon, will be subject to availability but will not be subject to any additional charge.

10.2 Unless otherwise agreed by Merlin, a V.I.P. Pass does not entitle the V.I.P. Passholder to free entry to any of the Attractions outside the Attraction's normal park opening hours as published on the relevant Attraction's website.

10.3 Admittance to rides and Attractions are always subject to availability and capacity.

11. A V.I.P. Passholder will have to pay 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 including, but not limited to, animal experiences, Savannah Splash Pool and Go Ape.

11.3 All Christmas event openings, including Christmas Bricktacular at LEGOLAND® Windsor Resort and Winter's Tail at Chessington (which, for the avoidance of doubt, are events that apply to the whole theme park) and for entry to special events (as may be advertised on the relevant Attraction's website from time to time).

11.4 Secondary attractions at Alton Towers Resort 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, CONTAINMENT, Ministry of Sound and any other special events.

11.6 Any other event as determined by Merlin from time to time. Merlin will use reasonable endeavours to advise V.I.P. Passholders of additional charges that may apply to relevant Attractions prior to a V.I.P. Passholder's visit, failing which, a V.I.P. Passholder will be advised of additional charges when the relevant V.I.P. Passholder visits the Attraction).

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

12.1 Pre-booked private capsules;

12.2 Civil ceremonies or weddings;

12.3 Champagne experience (other than when booked in accordance with Term 9.5);

12.4 Any other hospitality experience (e.g. Chocolate experience or Wine tasting experience)

12.5 Themed seasonal tickets (e.g. Easter or Halloween 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 (other than when booked in accordance with Term 9.5);

13.3 Themed seasonal tickets (e.g. Easter or Halloween tickets); or

13.4 Packages, such as restaurants, hotels and theatre tickets.

14. To use a V.I.P. Pass, the V.I.P. Passholder 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 which will be given to the V.I.P. Passholder by the relevant Attraction on entry.

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. In the absolute discretion of Merlin, access will be denied to any or all Attractions and the relevant V.I.P. Passholder's Pass revoked, if Merlin considers that V.I.P. Passholder to be guilty of (i) fraud or attempted fraud in respect of the V.I.P. Pass, (ii) misuse of the V.I.P. Pass (e.g. abuse of the V.I.P. Pass benefits); and/or (iii) inappropriate conduct. 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.

15.1 Any individual who has their V.I.P. Pass revoked in accordance with Term 7.4, 15 or 16 shall be prevented from obtaining a replacement V.I.P. Pass or Carer Pass (as applicable) and, in the future, is required to purchase a full price entrance ticket to enter the Attractions and this will be non-refundable. After a year, any individual with a revoked V.I.P. Pass can contact Merlin to purchase a new V.I.P. Pass and Merlin will assess the revocation or ban at the time. The issue of any new V.I.P. Pass in accordance with this Term 15.1 is at the absolute discretion of Merlin and is subject to availability. Customers who are permitted by Merlin to purchase a new V.I.P. Pass in accordance with this Term 15.1 shall be required to pay the full purchase price applicable at the time of purchase and therefore will not be entitled to purchase at the renewal price.

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 any of 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 or Carer Pass, the V.I.P. Passholder should contact Merlin directly to have the relevant V.I.P. Pass or Carer Pass (as applicable) blocked. Merlin will re-issue a replacement V.I.P. Pass and/or Carer Pass (if applicable). Replacement V.I.P. Passes will only be issued at the original issuing Attraction, and replacement Carer Passes will only be issued at the disabled V.I.P. Passholders original issuing Attraction. Such replacement V.I.P. Pass and/or Carer Pass will only be issued 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 and Carer Pass. The re-issue of stolen V.I.P. Passes and Carer 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 and/or Carer Passes 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. Passholder'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. Passholder'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. Where a V.I.P. Passholder identifies and provides evidence of a disability, Merlin will be collecting sensitive personal data (e.g. health information regarding such disability or impairment). The V.I.P. Passholder agrees that, to the extent that he/she has provided Merlin with sensitive personal data, he/she provided it voluntarily and agrees that Merlin can use any sensitive personal data that he/she provides to Merlin to deliver services relevant to the V.I.P. Pass to the V.I.P. Passholder. Where possible Merlin shall seek to minimise the collection and use of such sensitive personal data, and will only disclose the V.I.P. Passholder's sensitive personal data to the third parties as referred to in the privacy policy or where Merlin considers it necessary, subject to Merlin putting in place appropriate security or confidentiality obligations. Merlin also reserves the right to use a V.I.P. Passholder's details for marketing purposes for its products and events unless that V.I.P. Passholder has opted out of receiving such information. If a V.I.P. Passholder wishes to opt out of receiving such information, the V.I.P. Passholder can do so at any time by contacting Merlin at info@merlinannualpass.co.uk. Please note this can take up to 10 working days. For the purpose of these Terms, Merlin does not knowingly collect personal information from individuals under the age of 18, except where the parent or guardian has provided express written consent for the relevant minor whilst purchasing a Family V.I.P. Pass.

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. If Merlin changes the price payable for its V.I.P. Pass it will advise V.I.P. Passholders on the website www.merlinannualpass.co.uk/terms. For the avoidance of doubt, any changes in pricing will not apply to existing Passes retrospectively.

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

26. On the presentation of a V.I.P. Pass, V.I.P. Passholders 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. All V.I.P. Passholders, their family members and friends entering the Attractions by virtue of a "Celebration Ticket" and/or "Golden Experience Ticket", and holders of a Carer Pass are required to comply with the booking and entry conditions (including, without limitation any restrictions relating to height, weight, size, age (including the ages for which children are required to be accompanied by an adult) and any medical warnings) set out on each Attraction's website. V.I.P. Passholders should check the Attraction's website before visiting or booking a visit to the relevant Attraction. Please note that for LEGOLAND® Discovery Centre Manchester, all adults must be accompanied by a child. For details of the age of a child ticket, please see the LEGOLAND® Discovery Centre Manchester website, manchester.legolanddiscoverycentre.co.uk/tickets.

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

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