



MERLIN ANNUAL PASS 2016/17
TERMS AND CONDITIONS OF USE

www.merlinannualpass.co.uk

FULL TERMS AND CONDITIONS

STANDARD AND PREMIUM ANNUAL PASS

By purchasing one of the varieties of Merlin Annual Pass listed in Terms 1.1 and 1.2 of these Terms and Conditions (“Annual 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 Annual Pass and are independent of any other contract and cannot be varied (other than in accordance with Term 30 of these Terms). Purchase and use of an Annual Pass is in accordance with the regulations of each individual Attraction (as defined below), 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 Annual Pass.

An Annual Pass will only be valid when it is used and/or presented by the named holder; it displays a photograph of the named holder in accordance with Term 4.6 and it is within the Validity Period (as defined in Term 7).

Only original Annual Passes will be accepted at an Attraction and Merlin reserves the right in its absolute discretion to refuse entry to any person attempting to use an Annual Pass which is not an original, without offering any compensation. Any use or attempted use of an Annual Pass in breach of these Terms or the relevant Attraction’s regulations will result in the Annual Pass being revoked without a refund and/or compensation.

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For the avoidance of doubt, pass sharing is a breach of these Terms and any attempted use of an Annual Pass by someone other than the photographed and named holder; regardless of the reason, will result in access being refused and the Annual Pass being revoked without a refund and/or compensation. For this reason, you should ensure that the Annual Pass is kept in a safe and secure location where others will not have access to it.

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

- 1.1 The Standard Merlin Annual Pass;
- 1.2 The Premium Merlin Annual Pass; and
- 1.3 The V.I.P. Merlin Annual Pass.

The Annual Pass may be purchased as an Individual Annual Pass, a Family Annual Pass or a Disabled Annual Pass.

Please note that the V.I.P. Merlin Annual Pass has its own Terms and Conditions and its issue and use is not governed by these Terms.

2. As specified below, these Terms will apply differently to the various types of Annual Pass

3. The Merlin attractions that are part of the Annual Pass scheme are: Alton Towers Resort Theme Park, LEGOLAND® Windsor Resort Theme Park, LEGOLAND® Discovery Centre (Manchester), THORPE PARK Resort Theme Park, DreamWorks Tours Shrek’s Adventure! London, Chessington World of Adventures Resort Theme Park, Madame Tussauds (London & Blackpool), the Coca-Cola London Eye, 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.

(All of these Attractions shall be collectively referred to as “Attractions” and “Attraction” shall be interpreted accordingly).

4. Each Annual Pass holder will be issued with their own Annual Pass and will be required to supply the following:

- 4.1 Their first name and surname;
- 4.2 Their date of birth;
- 4.3 Their residential address;
- 4.4 A contact telephone number;
- 4.5 A contact email address; and
- 4.6 A photograph which must be a true likeness of the holder and which must conform to UK passport photo requirements.

5. Family Annual Pass options are as follows:

- 5.1 Family of 3 – means three individuals of any age;
- 5.2 Family of 4 – means four individuals, at least one of whom must be under 12 years of age;
- 5.3 Family of 5 – means five individuals, at least two of whom must be under 12 years of age.

Each individual will be issued with their own Annual Pass and, for the avoidance of doubt, will be required to supply the details listed in Term 4. In order to qualify for a Family Annual Pass, all Annual Passes must be purchased as part of the same transaction.

6. The purchaser of an Annual Pass must be 18 years or over (and if purchasing an Annual Pass on behalf of a minor as part of a Family Annual Pass the purchaser confirms that they are acting as agent for and on behalf of that minor).

7. An Annual Pass entitles the holder to admission to the 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 Annual Pass when issued and Annual Pass holders can use their Annual Pass up to and including the ‘valid until’ date. Please check individual Attraction opening and closing dates and the Annual Pass exclusions before your visit. Please note that not all Attractions are open all year.

8. Purchase of a Disabled Merlin Annual 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 Annual 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 4. 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 (where relevant), Disabled Pass holders must present at each 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.

- 8.1 The Carer Pass is issued with the Disabled Pass and contains the name, date of birth and a photo of the Disabled Pass holder.
- 8.2 The Carer Pass is issued with the Disabled Pass and contains the name, date of birth and a photo of the Disabled Pass holder.
- 8.3 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 8.3 and/or these Terms will result in both the Disabled Pass and the Carer Pass being revoked without a refund and/or compensation.
- 8.4 Any individual who has their Disabled Pass and Carer Pass revoked in accordance with Term 8.3 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.

9. 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 Annual 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 Annual Pass scheme.

Please note that the Coca-Cola London Eye will be shut for maintenance for up to three 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.

10. Annual Pass exclusions:

- 10.1 At Warwick Castle an Annual Pass is only valid for daytime entry.
- 10.2 At LEGOLAND® Windsor Resort Theme Park an Annual Pass does not entitle entry to 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. An Annual 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, Shrek’s Adventure! London LATES and SEA LIFE After Dark along with other events including those managed by third parties;
- 11.2 All Christmas event openings including, but not limited to, LEGOLAND® Windsor Resort Christmas Bricktacular and Chessington World of Adventures Resort Theme Park Winter’s Tale;
- 11.3 Secondary attractions at Chessington World of Adventures Resort Theme Park including, but not limited to, animal experiences, the Savannah Splash Pool and Gym and all attractions at Go Ape;
- 11.4 Secondary attractions at Alton Towers Resort Theme Park including, but not limited to, the Alton Towers Waterpark, Extraordinary Golf, Alton Towers Spa, Scarefest Mazes and Tree Top Quest;
- 11.5 Secondary attractions at THORPE PARK Resort Theme Park including, but not limited to, Fright Nights, Summer Nights, Ministry of Sound and Mazes;;
- 11.6 The Blackpool Tower Circus (including additional fees for entry to The Royal Box, V.I.P. seating areas and second row seating); and
- 11.7 Any other event as determined by Merlin (acting reasonably) from time to time.

An Annual Pass does not guarantee discounted entry to these secondary attractions however such discounts may be available at Merlin’s discretion.

12. Restrictions and certain additional fees apply to the STANDARD Merlin Annual Pass only including, but not limited to, the following:

- 12.1 No entry into Madame Tussauds (London), the Coca-Cola London Eye, SEA LIFE London Aquarium, DreamWorks Tours Shrek’s Adventure! London and the London Dungeon during the whole of August;
- 12.2 No entry into Madame Tussauds (London), the Coca-Cola London Eye, SEA LIFE London Aquarium, DreamWorks Tours Shrek’s Adventure! London and the London Dungeon on bank holidays in England;
- 12.3 No entry to the Coca-Cola London Eye on 14 February;
- 12.4 No entry to the London Dungeon for up to four days in October of each year which for 2016 shall be between 28 October 2016 and 29 October 2016 (inclusive) and for 2017 shall be between 28 October 2017 and 31 October 2017 (inclusive);
- 12.5 Secondary attractions at Warwick Castle including, but not limited to, the Castle Dungeon will be subject to additional charges; and
- 12.6 Parking fees at the Attractions will be payable for Standard Annual Passholders.

For the avoidance of doubt, the restrictions and additional fees set out in this Term 12 do not apply to the Premium Merlin Annual Pass except as otherwise set out in these Terms.

13. An Annual Pass will not guarantee immediate entry to any Attraction. At Attractions which allocate individual time slots for entry, Standard Merlin Annual Pass holders are required to book an available time slot in advance in order to guarantee entry to the Attraction. Premium Merlin Annual Pass holders are not required to book a time slot in advance in order to guarantee entry to the Attraction; however, entry shall be subject always to the Attraction not being at full capacity. Please note that all time slots are subject to availability and so to guarantee a specific time slot, booking in advance is strongly recommended. Annual Pass holders are able to book an available time slot online by visiting the relevant Attraction's website, however a small fee will apply. If a Standard Merlin Annual Pass holder does not book a time slot in advance, they are not guaranteed entry to the Attraction and must present their Annual Pass at the box office on the day of their visit and choose an available time slot.

14. An Annual Pass entitles the Annual Pass holder to purchase up to five discounted entry tickets for family and friends per individual Attraction per visit (excluding any secondary attractions including, but not limited to, the Alton Towers Waterpark). Such discounted entry tickets are subject to certain restrictions, further information and details of which can be found at the relevant Attraction's website. The Annual Pass holder must be present on the day of the visit and a valid Annual Pass must be presented upon collection of these tickets which will be sold at such prices as Merlin shall decide from time to time and are subject to availability. Tickets must be booked at least 24 hours in advance of your visit. To find out more, please visit www.merlinannualpass.co.uk/perks.aspx.

15. An Annual Pass is only valid for standard Coca-Cola London Eye tickets. An Annual Pass may not be used for any of the following (without limitation):

- 15.1 Admission on to the London Eye River Cruise;
- 15.2 Pre-booked capsules;
- 15.3 Private capsules;
- 15.4 Civil ceremonies or weddings;
- 15.5 Champagne Experience;
- 15.6 Themed seasonal tickets; or
- 15.7 Packages, such as restaurants, hotels, theatre and combination tickets.

16. An Annual Pass is only valid for standard Jurassic Skyline tickets and may not be used for any of the following (without limitation):

- 16.1 Private Hire Flights;
- 16.2 Champagne Experience;
- 16.3 Themed seasonal tickets; or
- 16.4 Packages, such as restaurants, hotels and theatre tickets.

17. In accordance with Term 12.8, car parking fees at the Attractions will be payable by Standard Merlin Annual Pass holders. Premium Merlin Annual Pass holders are entitled to free car parking at Chessington World of Adventures Resort Theme Park, Alton Towers Resort Theme Park, LEGOLAND® Windsor Resort Theme Park, THORPE PARK Resort Theme Park and Warwick Castle. Merlin reserves the right, acting reasonably, to change the list of Attractions where free car parking is available upon written notice to Premium Merlin Annual Pass holders. For the avoidance of doubt, parking fees will apply at those Attractions not listed above for Premium Merlin Annual Pass holders.

18. Fastrack tickets are not included within the Standard Merlin Annual Pass and will incur an additional charge. Each Premium Merlin Annual Pass holder will receive with their Premium Merlin Annual Pass a "£5 off" fastrack voucher ("Fastrack Voucher") for each of the following Attractions (a) Alton Towers Resort Theme Park, (b) Chessington World of Adventures Resort Theme Park and (c) THORPE PARK Resort Theme Park. Subject to availability, a single Fastrack Voucher can be used to gain discounted fastrack entry to participating rides at the Attraction specified on the Fastrack Voucher during the validity period specified on the Fastrack Voucher. This shall not include Mazes at THORPE PARK Resort Theme Park and/or Alton Towers Resort Theme Park. Where the value of the single ride fastrack ticket is less than the value of the Fastrack Voucher, no change will be given but the Premium Merlin Annual Pass holder shall be entitled to redeem the remaining value of the Fastrack Voucher against other single fastrack rides. Please note that only one Fastrack Voucher can be redeemed per transaction at each of the Attractions listed above. A Fastrack Voucher can only be used by the named Premium Merlin Annual Pass holder and is non-transferable and cannot be sold, loaned or given away to or used by a third party.

19. To use an Annual 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 an Annual Pass will only be permitted if a valid Annual Pass can be presented. Alternatives to presenting an Annual Pass such as by showing a photograph and/or photocopy of the Annual Pass or by evidencing communication/documentation from the Attraction which issued the Annual Pass, will not be accepted. Failure to present a valid Annual 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.

20. All Annual Passes remain the property of Merlin and can be withdrawn at any time. Annual Pass holders shall take all reasonable steps to ensure that an Annual Pass is kept secure at all times and any Annual Pass which has been lost, stolen and/or damaged should be reported to the relevant Attraction pursuant to Term 24. Annual Passes are non-transferable and cannot be sold, loaned or given away to or used by a third party. An Annual Pass will automatically be deemed void and shall be revoked without a refund and/or 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 Annual Pass and the Annual 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 an Annual Pass of which they are not the valid holder. For the avoidance of doubt, no refund and/or compensation will be given in such circumstances.

21. An Annual Pass that is discovered to have been purchased through illegal methods (including, but not limited to, the use of fraudulent debit/credit cards) and/or through unauthorised third party channels, will be revoked without compensation. Should you require any further information regarding Merlin's approved third party suppliers, please contact info@merlinannualpass.co.uk.

22. Possession of an Annual Pass does not guarantee entry to the Attractions. The management of the relevant Attraction, acting reasonably, reserves the right to refuse admission at any time and for any reason including, but not being limited to, the Attraction being at full capacity.

23. Possession or use of the Annual Pass does not guarantee immediate entry to any Attraction especially during peak times.

24. A lost, stolen and/or damaged Annual Pass should immediately be reported to Merlin by contacting info@merlinannualpass.co.uk. Further information relating to a lost, stolen and/or damaged Annual Pass can be found at www.merlinannualpass.co.uk/faqs.

25. In the event of a lost, stolen and/or damaged Annual Pass, Merlin will re-issue a replacement Annual Pass subject to a maximum of four replacement Annual Passes per Annual Pass holder per year. Replacement Annual Passes will only be issued at the original issuing Attraction to the individual whose details have been provided in accordance with Term 4. An administration fee of up to £10 will be charged for the re-issue of each lost or damaged Annual Pass. The re-issue of stolen Annual 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 Annual Pass is re-issued.

26. Unless stated otherwise, an Annual Pass cannot be used in conjunction with any promotional offer, voucher or advance booking or with any discount or retail/restaurant incentive.

27. Refunds are not available in any circumstances. This does not affect consumers' statutory rights.

28. Merlin shall only use an Annual Pass holder's details under this Term 28 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 an Annual 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 an Annual Pass holder's details for marketing purposes for its products and events unless that Annual 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 comments@merlinentertainments.biz or by post at Merlin Entertainments Group, Privacy Department, 3 Market Close, Poole, Dorset BH15 1NQ.

29. Merlin is entitled, in its absolute discretion, to change the price payable for its Annual 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 an Annual Pass.

30. Merlin reserves the right to vary these Terms by giving Annual Pass holders no less than 30 days' written notice of such variation by using the details provided in accordance with Term 4.

31. On the presentation of an Annual Pass, Annual 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.

32. Visitors under 12 years of age to THORPE PARK Resort Theme Park 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 under 14 years of age to 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, the London Dungeon, DreamWorks Tours Shrek's Adventure! London and Madame Tussauds (London) 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

33. 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, the London Dungeon, the Coca-Cola London Eye, 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) and the York Dungeon 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 Annual Pass holder aged 18 years or over per visit).

34. 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.