



MERLIN ANNUAL PASS 2017/18  
**TERMS AND CONDITIONS OF USE**

[www.merlinannualpass.co.uk](http://www.merlinannualpass.co.uk)

## MERLIN ANNUAL PASS TERMS AND CONDITIONS

These are the terms and conditions (“Terms”) on which we supply Merlin Annual Passes (“Annual Pass”) to you (“Passholder” or “you”). Please read these Terms carefully before you submit your order for any Annual Pass to us. These Terms tell you who we are, how we will provide the Annual Pass to you, what to do if there is a problem and other important information.

We are Merlin Attractions Operations Limited, a company registered in England and Wales, with company number 06272935 and our registered office address is 3 Market Close, Poole, Dorset, BH15 1NQ (“Merlin” or “we”). You can contact us by writing to us at [info@merlinannualpass.co.uk](mailto:info@merlinannualpass.co.uk) or Merlin Annual Pass, Merlin Business Support, Leatherhead Road, Chessington, KT9 2QL. If we have to contact you, we will do so using the contact details you provide under Term 4.

These Terms are integral to each Annual Pass and are independent of any other contract and cannot be varied (other than in accordance with Term 30). 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 <https://www.merlinannualpass.co.uk/information/terms>. Please ensure that you are willing to be bound by these regulations before purchasing your Annual Pass.

When you place an order for an Annual Pass on our website our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us. We will assign a number to your order and will tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order. You will be able to select the method by which you wish to receive or collect your Annual Pass when purchasing on the Merlin Annual Pass website: <https://www.merlinannualpass.co.uk> (“Website”). If you purchase an Annual Pass in person at one of our attractions, the contract will be formed when we accept payment from you and you will either receive your Annual Pass from the same attraction on the same day or, if you have purchased your Annual Pass at a smaller attraction which does not have the facilities to print your Annual Pass, you will be required to collect from another attraction.

An Annual Pass will only be valid when it is used and/or presented by the named holder; it displays a clear photograph which must be a true likeness of the named holder; and it is within the Validity Period (as defined in Term 8). Photocopies of an Annual Pass will not 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.

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.

### I. The varieties of Annual Pass available for purchase are:

- 1.1 The Standard Merlin Annual Pass; and
- 1.2 The Premium Merlin Annual Pass.

An Annual Pass may be purchased as an Individual Annual Pass or a Family Annual Pass.

Please note that the V.I.P. Merlin Annual Pass has its own Terms and Conditions (available at <https://www.merlinannualpass.co.uk/vip-terms.aspx>) and its issue and use is not governed by these Terms.

2. These Terms will apply differently to the various types of Annual Pass, as further specified below.

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, the Coca-Cola London Eye, Warwick Castle, the Blackpool Tower Attractions (the Blackpool Tower Eye, the Blackpool Circus, Jungle Jim’s, SEA LIFE Blackpool, Madame Tussauds Blackpool and the Blackpool Dungeons), SEA LIFE London, Jurassic Skyline, SEA LIFE Centres & Sanctuaries based in the UK and the Dungeons (London, Edinburgh, York, Blackpool) based in the UK.

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

- 3.1 The Attractions that are part of the Annual Pass Scheme are listed above (Term 3). No other Merlin attraction will be part of the Annual Pass scheme unless expressly stated by Merlin. If you turn up to any attraction which is not listed in Term 3 above, the attraction staff have the right to reject your Annual Pass and require you to buy a non-refundable full price ticket for entry into the relevant Attraction on that day.
- 3.2 Before booking or visiting an Attraction, please check if your pass is valid at that Attraction on the Website or contact Merlin Annual Pass directly, using the contact details set out in the second paragraph of these Terms.

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

- 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, all of which shall be processed in accordance with Term 28.

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 prices of each of the Annual Passes are notified to you before you purchase an Annual Pass. However you are recommended to check the following link for any updates to such prices: <https://www.merlinannualpass.co.uk/compare-passes/new-pass>.

7. The purchaser of an Annual Pass must be 18 years or over (and if purchasing an Annual Pass on behalf of a minor (under 18s) as part of a Family Annual Pass the purchaser confirms that they are acting as agent for and on behalf of that minor and confirm that they are providing consent for the processing of the data (which is set out in Term 4) in accordance with Term 28 in respect of such minor).

8. Subject to Terms 9.5, 20, 22 and 23, 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 Passholders can use their Annual Pass up to and including the 'valid until' date. Please check individual Attraction opening and closing dates on the relevant Attraction's website and the Annual Pass exclusions and restrictions set out at Terms 11 and 12 before your visit. Please note that not all Attractions are open all year.

9. If a disabled person has purchased a Merlin Annual Pass and presents at the relevant Attraction, at their own discretion, documentation demonstrating a 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), on receipt of such documentation, where such disabled Passholder has explicitly consented to the provision and processing of such personal sensitive data, that disabled Passholder shall be entitled to a free Carer Merlin Annual Pass ("Carer Pass") which enables them to bring their carer into an Attraction with them at no additional cost. Carer Passes are issued solely at Merlin's discretion and cannot be obtained online or over the phone. A person's sensitive data shall be processed in accordance with Term 28.

- 9.1 Carer Passes will be renewed annually. Merlin recognises that disabled status and assistance required may change from year-to-year and therefore, at the time of renewal, if a disabled Passholder presents at the relevant Attraction, at their own discretion, documentation demonstrating a disability (examples as set out above), on receipt of such documentation, where such disabled Passholder has explicitly consented to the provision and processing of such personal sensitive data, that disabled Passholder shall be entitled to a renewed Carer Merlin Annual Pass.
- 9.2 The Carer Pass can be used by any family member, friend or carer of the disabled Passholder who is 14 years or over. The Carer Pass is issued with the disabled Passholder's Annual Pass and contains the name, date of birth and a photo of the disabled Passholder.
- 9.3 Whilst an Annual 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 Passholders must present at each Attraction, appropriate documentation which sets out the reasons for being unable to queue and they must be accompanied by someone aged 14 years or over. For a list of acceptable documentation, please visit the relevant Attraction's website. The terms and conditions of the Ride Access Pass may vary for each Attraction and therefore we recommend visiting the Attraction's website to view the terms ahead of your visit. If a disabled Passholder has forgotten their Carer Pass and wishes to have a carer present during their visit to an Attraction and presents documentation demonstrating disability in accordance with Term 9, Merlin at the relevant Attraction, at its sole discretion, may issue the carer with a day ticket.

- 9.4 Each time a disabled Passholder visits an Attraction with a carer, they shall also supply their Carer Pass in order for the carer to be granted entry. 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.
- 9.5 Use by the disabled Passholder and/or their carer of either the Annual Pass and/or the Carer Pass in breach of Term 9 and/or these Terms may result in both the Annual Pass held by the disabled Passholder and the Carer Pass being revoked without compensation.

10. 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. Merlin will endeavour to inform Annual Passholders if an Attraction has reached capacity, is closing or where certain rides or part of an Attraction becomes unavailable. Annual Passholders are advised to check the Merlin Annual Pass Facebook feed, <https://www.facebook.com/merlinannualpass/> and the events page of the Website, <https://www.merlinannualpass.co.uk/passholder-hub/events> 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. Please note that some Attractions are subject to adverse weather conditions and therefore Passholders are advised to check the relevant Attraction website before travelling.

- 10.1 Please note that the Coca-Cola London Eye will be shut for maintenance for up to three weeks in one month of each year which for 2018 shall be between 8 January 2018 and 23 January 2018 (inclusive). Please check [www.londoneye.com](http://www.londoneye.com) for details of closure.
- 10.2 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. This is currently scheduled for 22nd January to 2nd February 2018 (inclusive). However, as these dates may change, please check [www.madametussauds.co.uk/london](http://www.madametussauds.co.uk/london) for details of exact dates of closure.
- 10.3 The Blackpool Tower Eye will be closed for maintenance midweek only from 8th Jan – 9th Feb 2018 inclusive. The Blackpool Tower Ballroom will be closed for annual maintenance from 8th – 23rd Jan 2018 inclusive.
- 10.4 Please note Jurassic Skylines operating calendar is 26th March until 28th October 2018.

## 11. Annual Pass exclusions:

- 11.1 At Warwick Castle an Annual Pass is only valid for daytime entry.
- 11.2 At LEGOLAND® Windsor Resort Theme Park an Annual Pass does not entitle entry outside the Attraction's normal park opening hours as published on its website at [www.legoland.co.uk](http://www.legoland.co.uk) or to any out of season events including Christmas.
- 11.3 Rides, attractions within an Attraction, and Attractions generally are subject to availability and capacity. Merlin may, at any time, in its absolute discretion, add any further exclusions which shall be applicable to the Standard Merlin Annual and/or the Premium Merlin Annual Pass as determined by Merlin.



**12. The Premium Annual Pass (with the exception of Terms 12.10 to 12.13 and, Term 12.15 (subject to Term 16)) and the Standard Merlin Annual Pass are subject to additional charges including, but not limited to, entrance fees, reservation or pre-booking fees (where applicable), parking fees, and/or booking fees for entry into:**

- 12.1 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 (but not limited to) those managed by third parties;
- 12.2 All Christmas event openings including, but not limited to, the LEGOLAND® Windsor Resort Christmas event and Chessington World of Adventures Resort Theme Park Winter's Tail;
- 12.3 Secondary attractions at Chessington World of Adventures Resort Theme Park including, but not limited to, VIP experiences, the Savannah Splash Pool and Gym, selected Halloween mazes and all attractions at Go Ape;
- 12.4 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;
- 12.5 Secondary attractions at THORPE PARK Resort Theme Park including, but not limited to, Fright Nights, Ministry of Sound, and Mazes;
- 12.6 The Blackpool Tower Circus (including additional fees for entry to The Royal Box, V.I.P. seating areas and second row seating) other than the standard seat on the day of their visit which is included within the Annual Pass in accordance with Term 14.2,
- 12.7 The Blackpool Tower Dungeon Escape Room;
- 12.8 Pirate Adventure Golf at SEA LIFE Weymouth;
- 12.9 Any other event as determined by Merlin (acting reasonably) from time to time;
- 12.10 Madame Tussauds (London), the Coca-Cola London Eye, SEA LIFE London, DreamWorks Tours Shrek's Adventure! London and the London Dungeon during the whole of August;
- 12.11 Madame Tussauds (London), the Coca-Cola London Eye, SEA LIFE London, DreamWorks Tours Shrek's Adventure! London and the London Dungeon on bank holidays in England;
- 12.12 The Coca-Cola London Eye on 14 February each year;
- 12.13 The London Dungeon for up to three days in October of each year which, for 2018, are 26th - 28th October 2018 (inclusive);
- 12.14 THORPE PARK Resort, Chessington World of Adventures Resort, Alton Towers Resort, LEGOLAND® Windsor Resort and Warwick Castle every Friday, Saturday and Sunday in August and the 1st and 2nd September.
- 12.15 Parking at the Attractions; and
- 12.16 Any secondary attractions at Warwick Castle including, but not limited to, the Castle Dungeon, which are be subject to additional charges. Merlin may, in its absolute discretion, add any further restrictions to the list set out in Term 12 from time to time which shall be applicable to the Standard Merlin Annual and/or the Premium Merlin Annual Pass as determined by Merlin.

**13. Neither a Standard Merlin Annual Pass nor a Premium Merlin Annual Pass will guarantee immediate entry to any Attraction or any event at any time. At Attractions or events which allocate individual time slots for entry or where pre-booking is available, Standard Merlin Annual Passholders are required to book an available time slot or pre-book their entry in advance in order to guarantee entry to the Attraction or an event, otherwise they will not be permitted entry. Premium Merlin Annual Passholders, unless otherwise stated, are not required to book a time slot or pre-book entry in advance in order to guarantee entry to the Attraction or an event but unless they do so they will not be guaranteed entry if they just turn up to the Attraction; entry is always subject to the Attraction not being at full capacity. Please note that Premium Merlin Annual Passholders may be turned away from the Attraction or the event if they have not booked in advance. 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 Passholders are able to book an available time slot online by visiting the relevant Attraction's website, however a small fee may apply. When any Annual Passholder has booked a timeslot (irrespective of whether they hold a Standard Merlin Annual Pass or a Premium Merlin Annual Pass), the Attraction may ask such Passholder to leave the Attraction at the end of their allocated timeslot.**

**14. Annual Pass benefits:**

- 14.1 An Annual Pass entitles the Annual Passholder 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 and special events). 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 Passholder 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 <https://www.merlinannualpass.co.uk/passholder-hub/perks/friends-and-family>.
- 14.2 An Annual Pass entitles the Annual Passholder to one standard seat in the Tower Circus per Passholder on the day of their visit, subject to availability. Alternatively, in order to guarantee a seat on a specific day, the Annual Passholder can pay £5 in order to book their standard seat in advance.

**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. Car parking fees at the Attractions will be payable by Standard Merlin Annual Passholders. Premium Merlin Annual Passholders 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 Passholders. For the avoidance of doubt, parking fees will apply at those Attractions not listed above for Premium Merlin Annual Passholders.**

**17. Fastrack tickets are not included within the Standard Merlin Annual Pass and will incur an additional charge. Each Premium Merlin Annual Passholder 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 any of our theme park Attractions. 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 Passholder 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 Passholder and is non-transferable and cannot be sold, loaned or given away to or used by a third party.**



18. Each Premium Merlin Annual Passholder will receive with their Premium Merlin Annual Pass three Share The Fun vouchers (“Share The Fun Voucher”) which can be used for entry at any of the Attractions. Share The Fun Vouchers are subject to availability, a maximum of three Share The Fun vouchers can be used to gain discounted entry per Merlin Annual Pass. Share The Fun Vouchers are valid for use only during the lifetime of the Merlin Annual Pass they are issued with. For the avoidance of doubt, this means that the Share the Fun Vouchers must be used within 1 year from the date of purchase of the relevant Merlin Annual Pass. Share The Fun Vouchers are valid for Standard entry only, do not include additional attractions such as (but not limited to) the Castle Dungeon at Warwick Castle, The Blackpool Tower Eye & The Blackpool Tower Circus between 6th October – 4th November 2018, The Blackpool Tower Dungeon between 27th - 31st October 2017 and cannot be used during special events such as (but not limited to) concerts and firework events at Alton Towers Resort. A Share The Fun voucher can only be used by the named Premium Merlin Annual Passholder 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 Annual 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 an Annual Pass will only be permitted if a valid Annual Pass can be presented. 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 which will be given to the Annual Passholder by the Attraction on exit from the Attraction.
20. All Annual Passes remain the property of Merlin and can be withdrawn at any time. Annual Passholders shall take all reasonable steps to ensure that an Annual Pass or Merlin gift voucher 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. Please note should you lose a gift voucher this will not be replaced. 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. In the absolute discretion of the relevant Attraction, access will be denied to any or all Attractions and the relevant Annual Passholder’s pass revoked, if Merlin considers the Annual Passholder to be guilty of (i) fraud or attempted fraud in respect of the Annual Pass, (ii) misuse of the Annual Pass (e.g. abuse of the Annual 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 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 individual who has their Annual Pass revoked in accordance with Term 9.5, 20 or 22 shall be prevented from obtaining a replacement Annual Pass and, in the future, is required to purchase a full price entrance ticket to enter an Attraction and this will be non-refundable. A year after the date an individual has their Annual Pass revoked, such individual can contact Merlin to purchase a new Annual Pass and Merlin will assess the revocation or ban at the time. The issue of any new Annual Pass in accordance with this Term 21 is at the absolute discretion of Merlin and is subject to availability. Customers who are permitted by Merlin to purchase a new Annual Pass in accordance with this Term 21 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.
22. An Annual Pass or Merlin gift voucher 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](mailto:info@merlinannualpass.co.uk).
23. 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.
24. All Merlin Annual Passholders are subject to a bag search on entry to any Attraction. Refusal to allow a search may result in access to the site being denied on the date of visit.
25. In the event of a lost, stolen and/or damaged Annual Pass, the Annual Passholder should contact Merlin directly to have the relevant Annual Pass blocked. Contact details are set out at the beginning of these Terms. Merlin will re-issue a replacement Annual Pass subject to a maximum of four replacement Annual Passes per Annual Passholder 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. The Annual Passholder is only entitled to the discounts stated in these Terms or such other discounts as made available to Annual Passholders at Merlin’s discretion from time to time.

**27. Once an Annual Pass has been purchased, the Annual Passholder cannot cancel such Annual Pass for the purposes of obtaining a refund. Subject to consumers' statutory rights, Merlin Annual Passes are non-refundable.**

**28. Merlin shall only use an Annual Passholder's details under this Term 28 in accordance with the fair processing notice set out in Annex A. You acknowledge that the processing is necessary for the performance of our contract with you to enable you to obtain and use the Annual Pass. Merlin reserves the right to use an Annual 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.**

- 28.1 Where an Annual Passholder provides evidence of a disability in accordance with Term 9, the Annual Passholder acknowledges that Merlin will be collecting sensitive personal data (e.g. health information regarding a disability or impairment). The Annual Passholder agrees that, to the extent that he/she has provided Merlin with sensitive personal data, he/she provided it deliberately and voluntarily. The Annual Passholder also expressly consents that Merlin can use the sensitive personal data in order to verify their disability status and provide the services relevant to the Annual Pass, to the Annual Passholder. Where possible, Merlin shall seek to minimise the collection and use of such sensitive personal data, and shall ensure that appropriate safeguards (including confidentiality agreements) are in place to protect such sensitive personal data.
- 28.2 Where an Annual Passholder is over 16 and has opted-in to receive information about Merlin products and events, Merlin may use the Annual Passholder's details provided in accordance with Terms 4.1 and 4.5 for marketing purposes for such products and events. If the Annual Passholder wishes to opt out of receiving such information, the Annual Passholder can do so at any time by contacting Merlin at [privacy@merlinentertainments.biz](mailto:privacy@merlinentertainments.biz) or [campaigns@merlinentertainments.biz](mailto:campaigns@merlinentertainments.biz) or by post at Merlin Entertainments Group, Privacy Department, 3 Market Close, Poole, Dorset BH15 1NQ.
- 28.3 For the purposes of these Terms, Merlin only collects personal information from individuals under the age of 16 where the parent or guardian has provided express written consent for the relevant minor while purchasing an Annual Pass in respect of that minor.
- 28.4 Merlin may from time to time analyse purchase and spending data. This is anonymised and will not be made available to external companies, and will only be available to other members of the Merlin Entertainments Group of companies.

**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 for purchasing the Annual Pass at specific Attractions, online, or through third party channels. Please note that Merlin does not price match the price payable for an Annual Pass. If Merlin changes the price payable for its Annual Pass, it will advise Annual Passholders on the Website. For the avoidance of doubt, any changes in pricing will not apply to existing Annual Passes retrospectively.**

**30. Merlin reserves the right to vary these Terms by giving Annual Passholders no less than 30 days' written notice of such variation by using the details provided in accordance with Term 4. Please note that Merlin may update these Terms in 2018 to take account of the coming into force of the Regulation EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council and such changes will be available on the terms and conditions page of the Website at <https://www.merlinannualpass.co.uk/information/terms> so please review the website periodically for changes. If you do not accept the amended terms, this may affect our ability to provide certain products and services to you. Please see the section regarding "Your Rights" in the fair processing notice set out in Annex A for further information regarding continued processing.**

**31. On the presentation of an Annual Pass, Annual Passholders may receive discounts and/or benefits from Merlin and/or third parties. Such third parties discounts and/or benefits are subject to change. 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. A list of the current benefits available directly from Merlin can be located at <https://www.merlinannualpass.co.uk/passholder-hub/perks/in-our-worlds#tabs> and are subject to availability.**

**32. Visitors under 12 years of age to Alton Towers Resort Theme Park, Chessington World of Adventures Resort Theme Park, THORPE PARK Resort Theme Park and Warwick Castle must be accompanied, at all times, by an individual aged 18 years or over. Visitors under 16 years of age to SEA LIFE Centres and Sanctuaries must be accompanied, at all times, by an individual aged 18 years or over, excluding SEA LIFE Blackpool and SEA LIFE London and SEA LIFE Scarborough. Visitors under 14 years of age to LEGOLAND® Windsor Resort Theme Park, Jurassic Skyline and SEA LIFE Scarborough 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 (as defined in Term 3) 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, 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 aged 15 and under to the Edinburgh Dungeon must be accompanied, at all times, by an individual aged 16 years or over. Visitors under 16 years of age to the York Dungeon must be accompanied, at all times, by an individual aged 18 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 aged 1-2 will require a ticket to visit the Blackpool Tower Circus and an additional ticket to play at Jungle Jim's. 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, Madame Tussauds (London) LEGOLAND® Windsor Resort Theme Park, LEGOLAND® Discovery Centre (Manchester), the Blackpool Tower Eye, the Blackpool Tower Dungeon, Jurassic Skyline, SEA LIFE London and other SEA LIFE Centres and Sanctuaries free of charge. Visitors under 4 years of age may enter and the York Dungeon free of charge. Visitors under 4 years of age will not be admitted to the Edinburgh Dungeon. 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 Passholder 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, Chessington World of Adventures Resort Theme Park, THORPE PARK Resort Theme Park and Alton Towers 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. Jungle Jim's is a height-based Attraction and any child playing requires a valid entry ticket or a Merlin Annual Pass.**

**35. All Annual Passholders, their family member and friends entering a Merlin Attraction by virtue of a discounted entry ticket 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 Merlin's website. Annual Passholders should check the relevant Attraction's website before booking a visit or visiting.**

**36. If we fail to comply with these Terms, we are responsible for any direct loss or damage that you suffer provided that such loss or damage is a direct consequence and foreseeable result of our breach, and provided that you use all reasonable endeavours to mitigate such loss and/or damage. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the ordering process. We do not exclude or limit in any way our liability to you where it would be unlawful to do so.**

## Annex A - Fair Processing Notice

Merlin Attractions Operations Limited ("Merlin") values the privacy of those individuals that provides services to. This fair processing notice ("Notice") sets out the basis on which Merlin processes and protects the personal data we collect from you. Whilst Merlin is the primary controller of your personal data, other entities within the Merlin group may process their own copies of your personal data from time to time, consistent with the purposes set out in this Notice.

We reserve the right to update or otherwise amend this notice at any time, and shall make the updated version available on our website, so please check periodically.

### TYPES OF PERSONAL INFORMATION WE MAY COLLECT FROM YOU:

"Personal Information" refers to information which does or is capable of identifying you as an individual. The types of Personal Information that we process will include but is not limited to: full names and titles; email addresses; date of birth; gender; postal addresses and product purchases.

We comply with principles of "data minimisation", and only collect the types and volume of Personal Information required to achieve the purposes set out in this Notice.

### USE OF PERSONAL INFORMATION

We will use the Personal Information we collect for the purposes of: delivering marketing communications and product news where you have given your consent to such communications; statistical purposes to improve our Website, communications and the services we provide to you; research and statistical analysis; processing purchase orders; and providing and administering products and services you have requested.

In the majority of cases, the processing of your personal data will be justified on one of the following bases:

- (i) it is provided for in the Merlin Annual Pass Terms and Conditions, and therefore necessary to give effect to that contract;
- (ii) it is necessary for us to comply with a legal obligation; or
- (iii) it is in our legitimate interests as a business, and our interests are not overridden by your interests, fundamental rights or freedoms.

Where you have applied for a Carer Pass, you will have provided sensitive personal data (e.g. health information regarding a disability or impairment). The processing of such data will be additionally justified by it being carried out subject to your explicit consent.

### RETENTION OF PERSONAL INFORMATION

Personal Information will not be kept for longer than is necessary for the purpose for which it is processed (which will normally mean after your Annual Pass has expired) and will be retained in accordance with our records management policy.

### DISCLOSURE OF YOUR PERSONAL INFORMATION

In order to carry out the purposes outlined above, we may share Personal Information with third parties we have contracted with to provide services. These third parties include: Experian Marketing Services; Cheetah Digital; and Adare International. Third parties are restricted from using or disclosing your Personal Information except as necessary to perform services on our behalf and are required to comply with applicable legal requirements.

Furthermore, if required, we may disclose Personal Information in response to official government or regulatory requests; to prevent physical harm; or in the event of merger or acquisition.

### TRANSFER OF YOUR PERSONAL INFORMATION ACROSS BORDERS

Due to the global nature of our business, the Personal Information we collect may be transferred, processed and stored across geographical borders. For instance, we may transfer Personal Information locally or overseas, including to the European Union, United States, Australia and Singapore and other locations where we have business operations and where our data processing agents may perform duties for us. Whether to third parties or internally, any transfers of Personal Information from the European Economic Area to countries not automatically deemed to provide an adequate level of data protection are governed by European Union (EU) standard contractual clauses and/or equivalent data transfer regulations to protect the security and confidentiality of Personal Information. From 25 May 2018, you have a right to request a copy of any data transfer agreement under which your personal data is transferred, or to otherwise have access to the safeguards used. Any data transfer agreement made available to you may be redacted for reasons of commercial sensitivity.

We will, where required by local law, obtain your prior consent to such cross-border transfers or otherwise we will take such other steps as are required by local law. We will take all steps reasonably necessary to ensure that your Personal Information is treated securely and in accordance with this Notice.

### PROTECTION OF YOUR INFORMATION

We have implemented reasonable physical, technical and administrative security standards to protect Personal Information from loss, misuse, alteration, destruction or damage.

#### Your Rights

You have the following rights in respect of your personal data:

- to obtain a copy of your personal data together with information about how and on what basis that personal data is processed; and
- to rectify inaccurate personal data.

From 25 May 2018, you also have the right:

- to erase your personal data in limited circumstances where it is no longer necessary in relation to the purposes for which it was collected or processed;
- to restrict processing of your personal data where: (a) the accuracy of the personal data is contested; (b) the processing is unlawful but you object to the erasure of the personal data; (c) we no longer require the personal data for the purposes for which it was collected, but it is required for the establishment, exercise or defence of a legal claim;
- to challenge processing which we have justified on the basis of a legitimate interest;
- to object to decisions which are based solely on automated processing or profiling;
- to obtain a portable copy of your personal data, or to have a copy transferred to a third party controller; and
- to obtain a copy of or access to safeguards under which your personal data is transferred outside of the EEA (see above).

### CONTACT US

For changes, such as modifying your Personal Information where it is no longer accurate, and to exercise any of your rights, please contact [info@merlinannualpass.co.uk](mailto:info@merlinannualpass.co.uk) with the subject heading "Exercise of Data Subject Right(s)".

If you have a complaint about how we have handled your Personal Information you may contact us and we will investigate your complaint. You also have the right to lodge a complaint with a supervisory authority (i.e. your local data protection authority) once you have tried to resolve the issue with us.

