



V.I.P. MERLIN ANNUAL PASS 2018/19
TERMS AND CONDITIONS OF USE

www.merlinannualpass.co.uk

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

These are the terms and conditions (“Terms”) on which we supply V.I.P. Merlin Annual Passes (“V.I.P. Pass”) to you (“V.I.P. Passholder” or “you”). Please read these Terms carefully before you submit your order for any V.I.P. Pass(es) to us. These Terms tell you who we are, how we will provide the V.I.P. 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 Link House, 25 West Street, Poole, Dorset BH15 1LD (“Merlin”, “us” or “we”). You can contact us by writing to us at vip@merlinannualpass.co.uk or V.I.P. 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 3.

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 26 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 (as defined in Term 2) 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.

When you place an order for a V.I.P. Pass through our Customer Service Centre, our acceptance of your order will take place when we verbally confirm with 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 that 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 Attraction you wish to collect your V.I.P. Pass from when purchasing through our Customer Service Centre.

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 named holder and it is within the Validity Period (as defined in Term 6). Photocopies of a V.I.P. 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 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. 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 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, Dream Works Tours 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 Centres (Manchester and Birmingham), 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 open global attractions owned and/or operated by Merlin up to and including 1 May 2018 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 from time-to-time and any changes will be notified on <https://www.merlinannualpass.co.uk/vip.aspx> (“Website”). Before booking or visiting an Attraction, please check if your pass is valid at that Attraction on the aforementioned Website. No other Merlin attraction will part of the V.I.P. Pass unless expressly stated by Merlin. If you visit an attraction which is not listed in Term 2 or otherwise notified by Merlin, the attraction staff have the right to reject your V.I.P. Pass and require you to buy a non-refundable full price ticket for entry into the relevant Attraction on that day.

3. Each V.I.P. Passholder 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 and which must confirm to UK passport photo requirements, all of which shall be processed in accordance with Term 24.

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 and confirm that they are providing consent for the processing of the data (which is set out in Term 4) in accordance with Term 24 in respect of such minor).

6. Subject to Terms 7.4, 15, 16, and 17, 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”), 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 has purchased a V.I.P. Pass and presents at the relevant Attraction, at their own discretion, documentation demonstrating 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), on receipt of such documentation, where such V.I.P. Passholder has explicitly consented to the provision and processing of such personal sensitive data, 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. A V.I.P. Passholder's sensitive data shall be processed in accordance with Term 24.

- 7.1 Carer Passes require to be renewed annually. When renewing a Carer Pass, the disabled V.I.P. Passholder will need to present documentation proving disability as Merlin recognises that disabled status and assistance required may change from year-to-year. Therefore, at the time of renewal, if a disabled V.I.P. 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 V.I.P. Passholder has explicitly consented to the provision and processing of such personal sensitive data, that disabled V.I.P. Passholder shall be entitled to a renewed Carer Pass.
- 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 may result in both the V.I.P. Pass held by the disabled person and the Carer Pass being revoked without compensation.
- 7.5 Please note that some Attractions are limited to the number of wheelchair users it can admit to the Attraction at any one time, due to health and safety requirements. A V.I.P. Passholder who requires wheelchair access to such Attractions should therefore notify the Attraction before attending and pre-book a designated wheelchair slot.

8. Whilst a V.I.P. Pass entitles the V.I.P. Passholder admission to the Attractions, it does not automatically entitle the holder to receive a "Ride Access Pass". Ride Access Passes are issued at UK 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 Attractions 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 the Attractions' relevant social media accounts. 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 specific Attraction's Facebook feed, and the events page of the 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 operates a variable opening calendar. For opening times please check www.jurassic skyline.com.
- 8.3 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.
- 8.4 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. Passholder to all of the following benefits at the UK Attractions only:

- 9.1 Complimentary entry to The Sherlock Holmes Experience and to the Alien: Escape 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. Please note that new rides may not always be included in Unlimited Fastrack from their opening date. 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. For a list of included ride and queue line locations, V.I.P. Passholders should refer to the Tips and Tricks Guide at <https://www.merlinannualpass.co.uk/vip> for more information.
- 9.3 Standard Entry to the London Eye River Cruise (subject to availability) provided that this has been booked in advance via the Website.
- 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. 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 and must present a valid V.I.P. Pass 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 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 form of valid entry, 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/vipgolden-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 "Golden Experience Tickets" are non-refundable, cannot be extended or replaced and will expire when the V.I.P. Pass expires.
- 9.5.4 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 the V.I.P. Merlin Annual Pass Facebook feed, <https://www.facebook.com/VIPmerlinannualpass/>, please check here before you book your visit:
- 9.6.1.1 The Blackpool Tower Eye and The Blackpool Tower Circus, 6 October 2018 until 4 November 2018 (inclusive); and
- 9.6.1.2 The 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 27 October 2018 and 31 October 2018 (inclusive); and 28 October 2019 and 31 October 2019 (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 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 Centres Manchester and Birmingham, all adults must be accompanied by a child. For details of the age of a child ticket, please see the LEGOLAND® Discovery Centre website, <https://www.legolanddiscoverycentre.co.uk/>.
- 9.8 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 some refills may require a charge. Please note that drinks capsules cannot be refilled in all restaurants and hotels. V.I.P. Passholders are advised to check the V.I.P. Merlin Annual Pass FAQs for more information. 9.9 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.
- 9.10 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 these Terms shall not 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.
- 10.4 Merlin may, at any time, in its absolute discretion, add any further exclusions which shall be applicable to the V.I.P. Pass as determined by Merlin.

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, Madame Tussauds LATES and 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 and Scarefest Mazes.
- 11.5 Secondary attractions at THORPE PARK Resort Theme Park including, but not limited to, scare attractions/mazes, escape rooms, Ministry of Sound, selected summer dates, FRIGHT NIGHTS and any other special events and/or dates.
- 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 visit, failing which, a V.I.P. Passholder will be advised of additional charges when the relevant V.I.P. Passholder visits the Attraction.
- 11.7 A V.I.P. Pass does not guarantee discounted entry to any secondary attractions however such discounts may be available at Merlin's discretion.
- 11.8 Merlin may, at any time, in its absolute discretion, add any further restrictions which shall be applicable to the V.I.P. Pass as determined by Merlin.

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. Hotel Chocolate Tasting 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 full price "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. Passholders shall take all reasonable steps to ensure that the V.I.P. Pass is kept secure at all times and any V.I.P. Pass which has been lost, stolen and/or damaged should be reported to the relevant Attraction, pursuant to Terms 20 and 21. 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. 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 Terms 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.

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) and/or through unauthorised third party channels, 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. All V.I.P. 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.

20. 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 or by using the contact details set out at the beginning of these Terms. Contact details for all Attractions can be found on the Merlin Entertainments website, www.merlinentertainments.biz.

21. 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. Passholder's 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 £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 reissue 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.

22. 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.

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

24. Merlin shall only use a V.I.P. Passholder's details under this Term 24 in accordance with Merlin's privacy policy which can be viewed at www.merlinentertainments.biz/en/privacypolicy.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. Please note that V.I.P. Passholders have 2 weeks in which to renew their V.I.P. Pass from the expiry of the Validity Period; in the event that a V.I.P. Pass is not renewed within that period, then the V.I.P. Passholder will have to join the waiting list for another V.I.P. Pass to become available. The waiting list is subject to availability at Merlin's discretion. 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 disabled 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 expressly consents that Merlin can use the 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 shall ensure that appropriate safeguards (including confidentiality agreements are in place to protect such sensitive data).

25. 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 <https://www.merlinannualpass.co.uk/information/terms>. For the avoidance of doubt, any changes in pricing will not apply to existing Passes retrospectively.

26. 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. 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. Please see the section regarding "Your Rights" in the fair processing notice set out in Annex A for further information regarding our ability to provide certain products and services to you and data processing in general.

27. 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.

28. 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.

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

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Annex A - Fair Processing Notice

Merlin Attractions Operations Limited ("Merlin") values the privacy of those individuals that it 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: Accesso, Experian Marketing Services; Cheetah Digital; CTI Digital; Avius Insight; Zen Desk; Conversocial; Business Disability Forum; Royal Mail; UPS; 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 25th 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 25th 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 privacy.map@merlinentertainments.biz 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.