

## 2020 Merlin Annual Pass Terms and Conditions

### **Merlin Annual Pass**

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 at Link House, 25 West Street, Poole, Dorset BH15 1LD ("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 when you purchase an Annual Pass.

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 25). Purchase and use of an Annual Pass is in accordance with the regulations of each individual Attraction (as defined below in Term 3), 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 5). 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.

1. 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, THORPE PARK Resort Theme Park, Chessington World of Adventures Resort Theme Park, Warwick Castle, DreamWorks Tours Shrek's Adventure! London, Madame Tussauds London, the London Eye, LEGOLAND® Discovery Centre (Birmingham, Manchester), the Blackpool Tower Attractions (the Blackpool Tower Eye, the Blackpool Circus, the Blackpool Tower Ballroom), Madame Tussauds Blackpool, SEA LIFE Centres & Sanctuaries based in the UK (Birmingham, Blackpool, Bray, Brighton, Great Yarmouth, Loch Lomond, London, Manchester, Hunstanton, Scarborough, Weymouth) 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. 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>.

5. Subject to Terms , 16, 18, 19 and 36, 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 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 7 and 8 before your visit. Please note that not all Attractions are open all year.

6. 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 Passholders if an Attraction has reached capacity, is closing or where certain rides or part of an Attraction becomes unavailable. 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.

6.1 Please note that the London Eye will be shut for maintenance for up to three weeks in one month of each year which for 2020 shall be between 6th January 2020 and 21st January 2020 (inclusive). Please check [www.londoneye.com](http://www.londoneye.com) for details of closure. The London Eye River Cruise shall be shut for maintenance between 10th January 2020 and 29th January 2020 (inclusive).

6.2 The Blackpool Tower Eye will be closed for maintenance from 14th November 2019 to 28th March 2020 inclusive.

7. Annual Pass exclusions:

7.1 At Warwick Castle an Annual Pass is only valid for daytime entry.

7.2 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.

7.3 No entry for Standard Merlin Passholders into Madame Tussauds (London), the London Eye, SEA LIFE London, DreamWorks Tours Shrek's Adventure! London and the London Dungeon during the whole of August.

7.4 No entry for Standard Merlin Passholders into Madame Tussauds (London), the London Eye, SEA LIFE London, DreamWorks Tours Shrek's Adventure! London and the London Dungeon on bank holidays in England.

7.5 No entry for Standard Merlin Passholders into the London Eye on 14th February, 10th – 12th April (inclusive), 18th, 19th, 25th & 26th July and 31st December 2020.

7.6 No entry for Standard Merlin Passholders into the London Dungeon on the 24th, 25th, 30th & 31st October 2020 and 25th December 2020.

7.7 No entry for Standard Merlin Passholders into the Edinburgh Dungeon for up to three days in October of each year which, for 2020 are the 30th & 31st October.

7.8 No entry for Standard Merlin Passholders into THORPE PARK Resort, Chessington World of Adventures Resort, Alton Towers Resort, LEGOLAND® Windsor Resort and Warwick Castle on any Friday, Saturday or Sunday in the Summer Holidays each year which, for 2020 are the 31st July and any Friday, Saturday or Sunday in August.

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.

8. The Premium Annual Pass (with the exception of Term 8.10 (but subject to Term 12)) 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:

8.1 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;

8.2 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;

8.3 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;

8.4 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;

8.5 Secondary attractions at THORPE PARK Resort Theme Park including, but not limited to, Fright Nights, Ministry of Sound, and Mazes;

8.6 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 10.2,

8.7 The Blackpool Tower Dungeon Escape Room;

8.8 Pirate Adventure Golf at SEA LIFE Weymouth;

8.9 Any other event as determined by Merlin (acting reasonably) from time to time;

8.10 Parking at the Attractions; and

8.11 Any secondary attractions at Warwick Castle including, but not limited to, the Castle Dungeon, which are be subject to additional charges.

8.12 Special events taking place at SEA LIFE Centre Manchester (certain dates apply) are subject to additional charges.

Merlin may, in its absolute discretion, add any further restrictions to the list set out in this Term from time to time which shall be applicable to the Standard Merlin Annual and/or the Premium Merlin Annual Pass as determined by Merlin.

9. 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 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 Passholders, unless otherwise stated, are not required to book a time slot or pre-book entry in advance 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 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. 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 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.

Please note from 1st February 2020 both Premium Merlin Annual Passholders and Standard Merlin Annual Passholders will be required to pre-book a timeslot (free of charge) online in advance to gain entry to both LEGOLAND Discovery Centres in the UK (Birmingham, Manchester).

## **10. Annual Pass benefits:**

10.1 An Annual Pass entitles the 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 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>.

10.2 An Annual Pass entitles the Passholder to one standard seat in the Blackpool 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 Passholder can pay £5 in order to book their standard seat in advance.

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

11.1 Admission on to the London Eye River Cruise;

11.2 Pre-booked capsules;

11.3 Private capsules;

11.4 Civil ceremonies or weddings;

11.5 Champagne Experience;

11.6 Themed seasonal tickets; or

11.7 Packages, such as restaurants, hotels, theatre and combination tickets.

12. Car parking fees at the Attractions will be payable by Standard Merlin Passholders. Premium Merlin Passholders are entitled to free standard 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 standard car parking is available upon written notice to Premium Merlin Passholders. For the avoidance of doubt, parking fees will apply at those Attractions not listed above for Premium Merlin Passholders.

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

14. Each Premium Merlin 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 one 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 and 4th November 2020, The Blackpool Tower Dungeon between 27th and 31st October 2020 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 Passholder and is non-transferable and cannot be sold, loaned or given away to or used by a third party.

15. To use an Annual Pass, the 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 Passholder by the Attraction on exit from the Attraction.

16. All Annual Passes remain the property of Merlin and can be withdrawn at any time. 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 21. 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 Passholder's pass revoked, if Merlin considers the 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.

17. An individual who has their Annual Pass revoked in accordance with Term 36, 16 or 18 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 17 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 17 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.

18. An Annual Pass or Merlin Annual Pass 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).

19. 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.

20. All Merlin 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.

21. In the event of a lost, stolen and/or damaged Annual Pass, the 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 Passholder per year. Replacement Annual Passes will only be issued at the original issuing Attraction to the relevant Passholder. 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.

22. 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 Passholder is only entitled to the discounts stated in these Terms or such other discounts as made available to Passholders at Merlin's discretion from time to time.

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

24. 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 Passholders on the website. For the avoidance of doubt, any changes in pricing will not apply to existing Annual Passes retrospectively.

25. Merlin reserves the right to vary these Terms by giving Passholders no less than 30 days' written notice of such variation by using the details provided to Merlin when the Passholder purchased an Annual Pass and by making a note of such changes 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.

26. On the presentation of an Annual Pass, 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.

27. 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, SEA LIFE London and SEA LIFE Scarborough. Visitors under 14 years of age to LEGOLAND® Windsor Resort Theme Park 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 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.

28. Visitors aged 1 or 2 will require a ticket to visit the Blackpool Tower Circus. 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 London Eye, Madame Tussauds (London), LEGOLAND® Windsor Resort Theme Park, LEGOLAND® Discovery Centre (Manchester), the Blackpool Tower Eye, the Blackpool Tower Dungeon, SEA LIFE London and other SEA LIFE Centres and Sanctuaries free of charge. Visitors under 4 years of age may enter the York Dungeon free of charge. Visitors under 4 years of age will not be admitted to the Edinburgh Dungeon. Visitors under 15 years of age may enter the Blackpool Tower Ballroom free of charge (limited to a maximum of two such free entrants per Passholder aged 18 years or over per visit).

29. Height, weight, 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.

30. All Passholders, their family members 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, 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. Passholders should check the relevant Attraction's website before booking a visit or visiting.

31. 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.

### **Provision of Data and Merlin's Processing**

32. In order to implement and manage these Terms and to enable Merlin to comply with its contractual and statutory obligations, Merlin will require to process certain Personal Data relating to each Passholder as set out in Terms 33 to 35 inclusive. This is detailed in a separate Fair Processing Notice which will be provided to the Passholder under separate cover. For further details on how this may apply in practice, the Passholder may contact Merlin using [privacy@merlinentertainments.biz](mailto:privacy@merlinentertainments.biz).

33. Each Passholder will be issued with their own Annual Pass and will be required to supply the following data: (a) their first name and surname; (b) their date of birth; (c) their residential address; (d) a contact telephone number; (e) a contact email address; and (f) a photograph which must be a true likeness of the holder, and which must conform to UK passport photo requirements.

34. Family Annual Pass options are as follows:

34.1 Family of 3 – means three individuals of any age;

34.2 Family of 4 – means four individuals, at least one of whom must be under 12 years of age;

34.3 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 33. In order to qualify for a Family Annual Pass, all Annual Passes must be purchased as part of the same transaction. 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 a parent or guardian of the minor and are authorised to share the minor's personal data (as set out in Term 33).

35. 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 producing a doctor's letter setting out the disability, proof of receipt of disability living allowance or a disabled parking badge), 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.

36. Carer Pass: A carer pass will be issued with a disabled Passholder's Annual Pass where evidence of the disability has been provided by the relevant Passholder at an Attraction ("Carer Pass"). Carer Passes are issued solely at Merlin's discretion and cannot be obtained online or over the phone. Carer Passes will be reviewed annually. The Carer Pass can be used by any family member, friend or carer of the disabled Passholder who is 14 years or over. 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. If a disabled Passholder has forgotten their Carer Pass and wishes to have a carer present during their visit to an Attraction Merlin may, at its sole discretion, issue the carer with a day ticket. The Carer Pass entitles the designated carer 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 by the Passholder and/or their carer of either the Annual Pass and/or the Carer Pass in breach of these Terms may result in both the Annual Pass and the Carer Pass being revoked without compensation.

37. Ride Access Pass: Whilst an Annual Pass entitles the holder to admission to the Attractions, it does not automatically entitle a disabled person who is the holder the right to receive a priority entry 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. A Ride Access Pass will be provided at Merlin's discretion where Merlin is satisfied that that a Passholder is unable to queue at an Attraction, and provided that such Passholder is accompanied by someone aged 14 years or over. 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.

## **Fair Processing Notice**

Merlin Attractions Operations Limited ("Merlin") is a British-based entertainment company, with a registered office at Link House, 25 West Street, Poole, Dorset, BH15 1LD, whose business is about creating unique, memorable and rewarding visitor experiences. A list of the Attractions and a note of the companies that make up the Merlin group which help to achieve this is available at [\[hyperlink\]](#) ("Merlin Group"). Merlin values the privacy of those individuals that it provides Merlin Annual Passes to. This fair processing notice ("Notice") sets out the basis on which Merlin processes and protects the personal data we collect from you in connection with the Merlin Annual Passes.

As Merlin is the company which was originally responsible for collecting information about you, it will be the Data Controller and can be contacted using the details set out below. You should be aware that although Merlin is principally responsible for looking after personal data collected in connection with an Annual Pass, information is likely to be held in databases which can be accessed by other Merlin Group companies, and other entities in the Merlin Group may also be Data Controllers where they control the use or processing of such data. In the context of the Merlin Annual Passes, Merlin will however be the single point of contact for all Merlin Group Data Controllers who can be contacted using the details set out below.

### **What personal information do we collect from you?**

In relation to potential, historic customers and current Passholders, we collect "Personal Information". This refers to information which identifies or is capable of identifying you as an individual. We collect the following data directly from you in the course of administering or promoting our Annual Passes:

Information that you provide when applying for an Annual Pass.

Details of any concerns if you contact us with a query or issue.

When you complete a survey to tell us how your experience of our attractions was and how we can improve, although you do not have to respond to them.

Details of transactions you carry out to purchase an Annual Pass including your credit/debit card details.

Your name, address, telephone number and/or email address and any other data fields noted in Term 33 in order to contact you with details of your Annual Pass or in the unlikely event that we need to contact you urgently about your Annual Pass. These details are mandatory and failure to provide means that we cannot provide you with an Annual Pass.

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.

### **What purposes do we use your personal information for and what is the legal basis?**

We will use the Personal Information we collect for the purposes of: contacting you in relation to service information, including, but not limited to, information about changes to these Terms, expiry and/or renewal reminders for your Annual Pass; ensuring the security and safety of our attractions as covered by your Annual Pass; and carrying out our obligations arising from any contracts entered into between you and us and ensuring we receive payment as required.

We may also send you marketing materials (where we have appropriate permissions) as explained in more detail below. Merlin does not however send marketing materials to any child under the age of 13.

We will also need to use your personal data for purposes associated with our legal and regulatory obligations, including in relation to ensuring the health and safety of Passholders at any of our Attractions.

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 (purposes A and C described above); (ii) it is necessary for us to comply with a legal obligation (purpose B described above); or (iii) it is in our legitimate interests as a business, and our interests are not overridden by your interests, fundamental rights or freedoms (marketing purposes described below, save where opt-in consent is required by other data protection laws in which case our legal basis shall be your consent for the purpose of GDPR). That legitimate interest is our freedom to operate as a global organisation and to ensure that our Attractions are promoted.

PLEASE NOTE: If we have previously told you that we were relying on consent as the basis of our processing activities, going forward we will not be relying on that legal basis unless we have said that in this Policy.

Where an Annual Passholder provides evidence of a disability in accordance with Term 35 in order to apply for a Carer Pass or Ride Access Pass or in the event that a health and safety incident occurs at an Attraction, the Annual Passholder acknowledges that Merlin will be collecting special categories of personal data (e.g. health information regarding a disability, impairment or injury). Merlin shall only process such special categories of data where necessary to perform the contract, and where the Annual Passholder has consented to providing such data or where Merlin is relying on a specific exemption provided under local laws of EU Member States and other countries implementing the GDPR. Where possible, Merlin shall seek to minimise the collection and use of such sensitive personal data, and shall ensure that appropriate safeguards are in place to protect such special categories of personal data.

Merlin only collects special categories of personal information about individuals under the age of 13 where the parent or guardian has provided "consent" on behalf of the relevant minor while purchasing a Family Annual Pass in respect of that minor.

PLEASE NOTE. If you provide your explicit consent to allow us to process your special categories of data, you can withdraw your consent to such processing at any time. However, you should be aware that if you choose to withdraw your consent we will tell you more about the possible consequences, including if this means that certain services (in particular where you have applied for a Carer Pass) can no longer be provided).

### **Direct marketing**

We may use your personal data to send you direct marketing communications about our Annual Pass. This will be in the form of email, post, SMS or targeted online advertisements. Where we, or any members of the Merlin Group, require explicit opt-in consent for electronic direct marketing in accordance with the Privacy and Electronic Communications Regulations we will ask for your consent. Otherwise, for non-electronic marketing or where we can rely on the soft opt-in exemption under the Privacy and Electronic Communications Regulations, we will be relying on our Legitimate Interests for the purposes of GDPR as further detailed above. You have a right to stop receiving direct marketing at any time - you can do this by following the opt-out links in electronic communications (such as emails), or by contacting us at



campaigns@merlinentertainments.biz. We will keep a suppression list to ensure you don't receive further marketing unless you opt-in again, but we will still send you service messages - e.g. details about attraction opening times or updates the terms linked to your Annual Pass.

### **How long do we keep your personal information?**

We will retain your personal data for as long as is reasonably necessary for the purposes listed above. In particular, where there has been no interaction from a Passholder (e.g. a purchase, newsletter sign up), a record will be archived after 2 years and deleted after 6 years.

Where we are required to do so to meet legal, regulatory, tax or accounting requirements, we will retain your personal data for longer periods of time, but only where permitted to do so, including so that we have an accurate record of your dealings with us in the event of any complaints or challenges, or if we reasonably believe there is a possibility of legal action relating to your personal data or dealings.

We maintain a data retention policy which we apply to records in our care. Where your personal data is no longer required and we do not have a legal requirement to retain it, we will ensure it is either securely deleted or stored in a way such that it is anonymised and the Personal Data is no longer used by the business.

### **Who do we share your personal data with?**

We share data with other Merlin Group companies in order to carry out the purposes outlined above. We also share Personal data with third parties, which include:

- Service Providers, who help manage our IT and back office systems, and assist with our Customer Relationship Management activities, such as Salesforce, Experian Marketing Services; Cheetah Digital; CTI Digital; Avius Insight; Zen Desk; and Adare International. Third parties that act as data processors are required to act only on our instructions as is necessary to perform services on our behalf and are required to comply with applicable legal requirements;
- Social media platforms, including Facebook;
- Regulators, which include the ICO, as well as other regulators and law enforcement agencies in the E.U. and around the world; and
- Solicitors and other professional services firms (including our auditors).

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

### **Transfer of your personal information across borders**

Some entities in the Merlin Group, with whom we share your data, and our service providers who have access to your personal data, are located outside the European Union. We will always take steps to ensure that any international transfer of information is carefully managed to protect your rights and interests, in particular for internal group transfers we have in place an intra group data transfer agreement which incorporates the EU Model Clauses pursuant to Article 46(2) of the GDPR.

For external group transfers, we will either:

- only transfer your personal data to countries which are recognised as providing an adequate level of legal protection in accordance with Article 45 of the GDPR; or
- ensure that transfers outside the European Union are subject to an appropriate legal

safeguard - for example, the EU Model Clauses pursuant to Article 46(2) of the GDPR and/or the EU - U.S. Privacy Shield for the protection of personal data transferred to the US (for further details, please see [https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/eu-us-privacy-shield\\_en](https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/eu-us-privacy-shield_en)).

You have a right to ask us for more information about the safeguards we have put in place in relation to any data transfer agreement under which your personal data is transferred. Any data transfer agreement made available to you may be redacted for reasons of commercial sensitivity.

### **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:

- **Access:** to obtain a copy of your personal data together with information about how and on what basis that personal data is processed;
- **Rectification:** to rectify inaccurate personal data.
- **Right to be Forgotten:** 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;
- **Restriction:** 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;
- **Objection:** to challenge processing which we have justified on the basis of a legitimate interest;
- **Portability:** to obtain a portable copy of your personal data, or to have a copy transferred to a third party controller; and

We do not carry out automated decision making which would trigger Article 22, but if we do in the future, we will notify you of this and set out your related rights.

To exercise your rights you can contact us as set out below. Please note the following if you do wish to exercise these rights:

- We take the confidentiality of all records containing personal data seriously, and reserve the right to ask you for proof of your identity if you make a request.
- We will not ask for a fee to exercise any of your rights in relation to your personal data, unless your request for access to information is unfounded, repetitive or excessive, in which case we will charge a reasonable amount in the circumstances.
- We aim to respond to any valid requests within one month unless it is particularly complicated or you have made several requests, in which case we aim to respond within three months. We will let you know if we are going to take longer than one month. We might ask you if you can help by telling us what exactly you want to receive or are concerned about. This will help us to action your request more quickly.
- Local laws, including in the UK, provide for additional exemptions, in particular to the right of access, whereby personal data can be withheld from you in certain circumstances, for example where it is subject to legal privilege.

## **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 in the first instance and we will attempt to resolve the issue as soon as possible. You also have the right to lodge a complaint with your national data protection supervisory authority at any time. In the UK, the supervisory authority for data protection is the ICO (<https://ico.org.uk/>). We do ask that you please attempt to resolve any issues with us first, although you have a right to contact your supervisory authority at any time.