

By purchasing a Merlin Entertainments Group Annual Pass of one of the varieties listed at clause 1 of these Terms and Conditions ("Annual Pass") you accept these Terms and Conditions of use. Purchase and use of the Annual Pass is in accordance with the Park Regulations of each individual Attraction, copies of which are displayed at the Attractions or can be obtained online at www.merlinentertainments.biz.

MERLIN ANNUAL PASS TERMS AND CONDITIONS OF USE

AN ANNUAL PASS WILL ONLY BE VALID WHEN USED AND/OR PRESENTED BY THE NAMED HOLDER AND WHEN DISPLAYING A PHOTOGRAPH WHICH MUST BE A TRUE LIKENESS OF THE HOLDER. PHOTOCOPIES OF THE ANNUAL PASS WILL NOT BE ACCEPTED. MISUSE WILL RESULT IN THE ANNUAL PASS BEING CONFISCATED WITHOUT RETURN. PASS SHARING IS NOT ALLOWED.

- 1.1 The varieties of Annual Pass available for purchase are:
 - 1.1.1 The Merlin Annual Pass; and
 - 1.1.2 The Merlin Premium Annual Pass.
- 1.2 The Merlin Annual Pass may be purchased as an Individual Annual Pass or as a Family Annual Pass. The Merlin Premium Annual Pass may only be purchased as an Individual Annual Pass
- 1.3 As specified below, these Terms and Conditions will apply differently to the various types of Annual Pass listed at clause 1.1
2. The Merlin Entertainments Group attractions that are part of the Annual Pass scheme are: Alton Towers Resort Theme Park, LEGOLAND® Windsor, LEGOLAND® Discovery Centre (Manchester), THORPE PARK, Chessington World of Adventures, Madame Tussauds (London), The Merlin Entertainments London Eye (London Eye), Warwick Castle, SEA LIFE Centres & Sanctuaries based in the UK and the Dungeons based in the UK ("Attractions").
3. Each Annual Pass holder will be issued his or her own Annual Pass.
4. Family Annual Pass options are as follows:
 - 4.1 Family of 3 – consisting of either two individuals 12 years of age and over and one individual under 12 years of age, or one individual 12 years of age and over and two individuals under 12 years of age;
 - 4.2 Family of 4 - consisting of either two individuals 12 years of age and over and two individuals under 12 years of age, or one individual 12 years of age and over and three individuals under 12 years of age;
 - 4.3 Family of 5 - consisting of either two individuals 12 years of age and over and three individuals under 12 years of age, or one individual 12 years of age and over and four individuals under 12 years of age.

Each family member will be issued his or her own Annual Pass.

5. The purchaser of the Annual Pass must be 18 years or over.
6. The Annual Pass entitles the holder to admission to the Attractions for a period of 12 months from the date of issue ("Validity Period").
Please check individual Attraction opening and closing dates before visit. Please note that not all Attractions are open all year.
7. Upon purchase of a Disabled Merlin Annual Pass ("Disabled Pass") the Disabled Pass holder will be issued with a free Carer Merlin Annual Pass ("Carer Pass"). The Carer Pass may only be used by a designated carer when accompanying a Disabled Pass holder. Misuse of the Carer Pass will result in both the Disabled Pass and the Carer Pass being revoked without compensation.
8. The Merlin Entertainments Group, 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 being 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 are no longer available or if any or part of the Attractions are removed or closed during the year.
9. An agreement to pay for the Annual Pass by instalments is subject to you committing to pay for the entire price of the Annual Pass over the period of a year. Payments by instalments are due regardless of how often the Annual Pass is used. In the event of a payment default:
 - 9.1 entrance to the Attractions will be denied and the Annual Pass confiscated;
 - 9.2 you will immediately pay the full amount due and all outstanding amounts shall accrue interest at the prime rate charged by the issuing Attraction's banker from time to time;
 - 9.3 you shall be liable for all tracing fees, collection commission and legal costs as may be allowed by the courts if it is necessary for the issuing Attraction to institute legal proceedings against you arising from a breach of these terms and conditions, including but not being limited to, your failure to pay any amount due by the due date;
 - 9.4 the issuing Attraction may disclose your personal particulars to a credit reference agency or any other party necessarily involved in obtaining settlement of arrears.
10. The relevant Attractions offering payment for the Annual Pass by instalments are registered under the Consumer Credit Act 1974.
11. An Annual Pass is only valid for daytime entry to Warwick Castle.
12. Additional charges apply for entry into:
 - 12.1 any concerts taking place at the Attractions;
 - 12.2 any themed special events taking place at the Attractions;

- 12.3 secondary attractions at Warwick Castle including, but not limited to, the Castle Dungeon;
- 12.4 secondary attractions at Chessington World of Adventures & Zoo;
- 12.5 all Christmas event openings;
- 12.6 secondary attractions at Alton Towers Resort Theme Parks including, but not limited to, the Alton Towers Waterpark, Extraordinary Golf, Alton Towers Spa and Scarefest Mazes
- 12.7 any other event as determined by The Merlin Entertainments Group from time to time.
- 13. Restrictions apply to the Merlin Annual Pass including, but not being limited to, :
 - 13.1 NO entry into Madame Tussauds (London), The London Eye, SEA LIFE London Aquarium and London Dungeon during the whole of August;
 - 13.2 NO entry into Thorpe Park on Fright Night dates;
 - 13.3 NO entry to the London Eye on 14 February, 30 October and 31 October; and
 - 13.4 NO entry to the London Dungeon on 30 October and 31 October

These restrictions do not apply to the Merlin Premium Annual Pass.

- 14. An Annual Pass is only valid for standard London Eye flights. An Annual Pass may not be used for any of the following (without limitation):
 - 14.1 Admission on to the London Eye River Cruise Experience;
 - 14.2 Fast track tickets;
 - 14.3 Pre-booked capsules;
 - 14.4 Private capsules;
 - 14.5 Champagne flights;
 - 14.6 Themed seasonal flights; or
 - 14.7 Packages, such as restaurant, hotels, theatre and combination tickets.
- 15. The authorised holder of the Annual Pass must show the Annual Pass at the admissions office, turnstile or other authorised entry point of the relevant Attraction.
- 16. All Annual Passes remain the property of The Merlin Entertainments Group and can be withdrawn at any time. Annual Passes are non-transferable and cannot be sold, loaned or given away to or used by a third party. Access may be denied to any or all Attractions in the event of fraud or misuse of the Annual Pass, and the Annual Pass can be withdrawn from any person whose conduct is deemed to be inappropriate in the absolute discretion of The Merlin Entertainments Group. Inappropriate conduct includes, but is not limited to, 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 will be given in such circumstances.

17. Possession of the Annual Pass does not guarantee entry to the Attractions. The management of the relevant Attraction reserves the right to refuse admission for any reason as provided by each Attraction's regulations including, but not being limited to, the Attraction reaching full capacity.
18. Entry to an Attraction will not be permitted in the event a valid Annual Pass cannot be presented for any reason including, but not being limited to, the Annual Pass being lost, stolen or forgotten. Failure to present a valid Annual Pass 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.
19. Annual Passes cannot be used in conjunction with any promotional offer, voucher or advance booking or with any other offer, discount or retail/restaurant incentive.
20. Refunds are not available in any circumstances. This does not affect your statutory rights as a consumer.
21. Lost Annual Passes should be reported to The Merlin Entertainments Group immediately. Contact details for each Attraction can be found on the Merlin Annual Pass website (www.merlinannualpass.co.uk).
22. In the event of a lost Annual Pass, The Merlin Entertainments Group will re-issue a replacement Annual Pass. Up to three replacement Annual Passes can be issued during the Validity Period. New Annual Passes will only be issued at the original issuing Attraction. An administration fee of £10 will be charged for the re-issue of each lost Annual Pass.
23. Once an Annual Pass reaches its expiry date:
 - 23.1 if you have paid for the Annual Pass upfront, you will qualify for a reduced renewal rate provided that you renew your Annual Pass within 8 weeks of expiry and are able to present your expired card ; or
 - 23.2 if you have paid for the Annual Pass by instalments, your Annual Pass will automatically renew for another year unless you have given to the issuing Attraction not less than 30 days before the expiry date notice of your intention to cancel the Annual Pass.
24. The Merlin Entertainments Group is entitled to use your details to contact you in relation to service information including, but not being limited to, information about changes to these Terms and Conditions of use, expiry and/or renewal reminders. The Merlin Entertainments Group will not use your details for marketing purposes unless you opted in to receive such information at the time of purchasing the Annual Pass.
25. The Merlin Entertainments Group is entitled, in its absolute discretion, to change the price payable for its Annual Pass at any time and for any reason and may from time to time offer pricing or promotional offers at specific Attractions.

26. The Merlin Entertainments Group reserves the right to vary these Terms and Conditions by giving you no less than 30 days written notice of such variation.
27. On the presentation of an Annual Pass, Annual Pass holders may receive discounts and/or benefits from third parties. Such third parties are subject to change. The Merlin Entertainments Group is entitled to remove and/or withdraw any or all third party discounts and/or benefits in its absolute discretion at any time and for any reason.
28. Visitors under 12 years of age to The Alton Towers Resort and Theme Park, THORPE PARK, LEGOLAND Discovery Centre Manchester and Chessington World of Adventures and visitors under 15 years of age to Madame Tussauds (London) must be accompanied by an individual aged 18 years or over. Visitors to Warwick Castle, London Eye, the Dungeons and Madame Tussauds (London) under 16 years of age must be accompanied by an individual aged 18 years or over. Visitors under 14 years to LEGOLAND Windsor must be accompanied by a person aged 16 years or over.
29. Visitors under 1 metre in height may enter Chessington World of Adventures and THORPE PARK free of charge. Visitors under 3 years of age may enter LEGOLAND Windsor and SEA LIFE Centres free of charge. Visitors under 4 years of age may enter Alton Towers Resort and Theme Park, Warwick Castle free of charge. Visitors under 5 years of age may enter Madame Tussauds (London) free of charge. Visitors under 3 years of age may enter LEGOLAND Discovery Centre Manchester free of charge. Visitors under 4 years of age may enter the London Eye free of charge.
30. Height, weight, size and age restrictions and medical warnings apply to certain rides and attractions. Some rides at LEGOLAND Windsor will require visitors who only just meet the minimum height requirements to be accompanied by a person aged 16 years or over.

For more details please visit www.merlinannualpass.co.uk