

By purchasing one of the varieties of Merlin Annual Pass listed in clause 1 of these Terms and Conditions ("Annual Pass") you are deemed to have accepted these Terms and Conditions of use. Purchase and use of an Annual Pass is in accordance with the regulations of each individual Attraction, copies of which are displayed at each Attraction or can be obtained online at www.merlinannualpass.co.uk/terms, please ensure that you agree to be bound by these regulations before purchasing your Annual Pass.

MERLIN ANNUAL PASS TERMS AND CONDITIONS OF USE

AN ANNUAL 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 HOLDER AND IT IS WITHIN THE VALIDITY PERIOD (AS DEFINED IN CLAUSE 7). PHOTOCOPIES OF AN ANNUAL PASS WILL NOT BE ACCEPTED. ANY USE OF AN ANNUAL PASS IN BREACH OF THESE TERMS AND CONDITIONS OR THE RELEVANT ATTRACTION REGULATIONS WILL RESULT IN THE ANNUAL PASS BEING REVOKED WITHOUT COMPENSATION. FOR THE AVOIDANCE OF DOUBT, PASS SHARING IS A BREACH OF THESE TERMS AND CONDITIONS AND ANY ATTEMPTED USE OF AN ANNUAL PASS BY SOMEONE OTHER THAN THE PHOTOGRAPHED AND NAMED HOLDER, REGARDLESS OF REASON, WILL RESULT IN THE ANNUAL PASS BEING REVOKED WITHOUT COMPENSATION TO THE HOLDER.

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.

The Standard Merlin Annual Pass and Premium Merlin Annual Pass may be purchased as an individual Annual Pass, a family Annual Pass or a disabled Annual Pass.

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

3. 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 Resort, Madame Tussauds (London), the London Eye, Warwick Castle, SEA LIFE Centres & Sanctuaries based in the UK and the Dungeons based in the UK ("Attractions").

4. Each Annual Pass holder will be issued his or her own Annual Pass and will be required to supply the following:

4.1 their first name and surname;

4.2 their date of birth;

4.3 their residential address;

4.4 a contact telephone number;

4.5 a contact email address (if they have one); and

- 4.6 a photograph which must be a true likeness of the holder.
5. Family Annual Pass options are as follows:
- 5.1 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;
- 5.2 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; and
- 5.3 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.
- 5.4 Each family member will be issued with his or her own Annual Pass and, for the avoidance of doubt, will be required to supply the details listed in clause 4.
6. The purchaser of an Annual Pass must be 18 years or over.
7. An Annual Pass entitles the purchaser 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 from' and 'valid until' dates will be printed on the Annual Pass card when issued. Please check individual Attraction opening and closing dates before visit. Please note that not all Attractions are open all year.
8. Purchase of a Disabled Merlin Annual Pass ("Disabled Pass") is subject to proof of disability for example by production of a doctor's letter setting out the disability, proof of receipt of disability living allowance or a disabled parking badge. Disabled Pass holders are entitled to a free Carer Merlin Annual Pass ("Carer Pass") which will be issued at the same time as the Disabled Pass. The Carer Pass may only be used by the designated carer when accompanying the Disabled Pass holder. Misuse of the Carer Pass will result in both the Disabled Pass and the Carer Pass being revoked without compensation. For the avoidance of doubt, Disabled Pass and Carer Pass holders will be required to supply the details listed in clause 4.
9. 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 become unavailable or if any or part of any of the Attractions are closed or removed from the Annual Pass scheme.
10. An Annual Pass is only valid for daytime entry to Warwick Castle.

11. An Annual Pass is subject to additional charges for entry into:
 - 11.1 any concerts taking place at the Attractions;
 - 11.2 any themed and/or special events taking place at the Attractions;
 - 11.3 secondary attractions at Warwick Castle including, but not limited to, the Castle Dungeon;
 - 11.4 secondary attractions at Chessington World of Adventures Resort;
 - 11.5 all Christmas event openings;
 - 11.6 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; and
 - 11.7 any other event as determined by The Merlin Entertainments Group from time to time.
12. Restrictions and certain additional fees apply to the Standard Merlin Annual Pass only including, but not being limited to the following:
 - 12.1 NO entry into Madame Tussauds (London), the London Eye, SEA LIFE London Aquarium and London Dungeon during the whole of August;
 - 12.2 NO entry to the London Eye on 14 February and 29 October to 31 October;
 - 12.3 NO entry to the London Dungeon from 29 October to 31 October;
 - 12.4 NO entry to The Blackpool Tower attractions from 22 to 30 October;
 - 12.5 NO entry to LEGOLAND® Windsor before 2pm during the month of August;
 - 12.6 an event booking fee of £5 will apply to Fright Nights and other special events at THORPE PARK regardless of the time of entry or departure; and
 - 12.7 parking fees at the Attractions.

For the avoidance of doubt, the restrictions and additional fees set out in this clause 12 do not apply to the Premium Merlin Annual Pass.
13. 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):
 - 13.1 admission on to the London Eye River Cruise;
 - 13.2 fast track tickets;
 - 13.3 pre-booked capsules;
 - 13.4 private capsules;
 - 13.5 civil ceremonies or weddings;

- 13.6 champagne experience;
- 13.7 themed seasonal tickets; or
- 13.8 packages, such as restaurant, hotels, theatre and combination tickets.
14. To use an Annual Pass, the authorised holder must show it at the admissions office, turnstile or other authorised entry point of the relevant Attraction.
15. 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 will be denied to any or all Attractions in the event of fraud or misuse of the Annual Pass, and the Annual Pass will be withdrawn from any person whose conduct is deemed to be inappropriate in the absolute discretion of 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.
16. An Annual Pass that is discovered to have been purchased through illegal methods will be revoked without compensation.
17. Possession of an 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. Possession or use of the Annual Pass does not guarantee immediate entry to any Attraction during peak times.
19. Entry to an Attraction by use of an Annual Pass will not be permitted in the event that 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.
20. A lost, stolen and/or damaged Annual Pass should be reported to The Merlin Entertainments Group through the Attraction that issued the Annual Pass immediately. Contact details for each Attraction can be found on the Merlin Annual Pass website (www.merlinannualpass.co.uk).
21. In the event of a lost, stolen and/or damaged 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. Replacement Annual Passes will only be issued at the original issuing Attraction to the individual whose details have been provided in accordance with clause 4. An administration fee of £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 the Merlin Entertainments Group 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 other offer, discount or retail/restaurant incentive.

23. Refunds are not available in any circumstances. This does not affect your statutory rights as a consumer.
24. Once an Annual Pass reaches its expiry date the holder will qualify for a reduced renewal rate provided that he or she renews their Annual Pass within 8 weeks of expiry and are able to present their expired card when making the renewal. The new pass' Validity Period will commence on the 'valid until' date of the expired pass.
25. An Annual Pass that is not renewed within 8 weeks of expiration will no longer qualify for the renewal rate and the full price of a new pass will be chargeable.
26. Annual Passes can be used up to and including the 'valid until' date.
27. The Merlin Entertainments Group is entitled to use Annual Pass holder's details to contact them 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 Annual Pass holder's details for marketing purposes unless that Annual Pass holder has opted in to receive such information at the time of purchasing the Annual Pass.
28. 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, online, via telephone or through third party channels.
29. The Merlin Entertainments Group reserves the right to vary these Terms and Conditions by giving Annual Pass holders no less than 30 days' written notice of such variation by using the details provided in accordance with clause 4.
30. 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.
31. Visitors under 12 years of age to The Alton Towers Resort and Theme Park, THORPE PARK, and Chessington World of Adventures Resort and visitors under 16 years of age to LEGOLAND® Discovery Centre Manchester, Madame Tussauds (London) and the Dungeons must be accompanied, at all times, by an individual aged 16 years or over. Visitors under 16 years of age to the London Eye must be accompanied, at all times, by an individual aged 18 years or over. Visitors under 14 years of age to LEGOLAND® Windsor must be accompanied, at all times, by a person aged 16 years or over. Visitors under 18 years of age to Warwick Castle must be accompanied at all times, by a person aged 18 years or over.
32. Visitors under 1 metre in height may enter Chessington World of Adventures Resort and THORPE PARK free of charge. Visitors under 3 years of age may enter LEGOLAND® Windsor, LEGOLAND® Discovery Centre (Manchester) and SEA LIFE Centres free of charge. Visitors under 4 years of age may enter Alton Towers Resort and Theme Park, Warwick Castle, Madame Tussauds (London) and the Dungeons free of charge. Visitors under 4 years of age may enter the London Eye free of charge.

33. 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 about the Merlin Annual Pass please visit www.merlinannualpass.co.uk