

CORPORATE MERLIN ANNUAL PASS TERMS AND CONDITIONS

These are the terms and conditions (“Terms”) on which we supply Corporate Merlin Annual Passes to you (“Passholder” or “you”). Please read these Terms carefully before you submit your order for a Corporate Merlin Annual Pass to us.

By purchasing a Merlin Entertainments Group Annual Pass you agree to be bound by and comply with these Terms and Conditions of use as amended from time to time. The purchase and use of a Corporate Annual Pass is in accordance with the regulations of each individual Attraction, copies of which are available online at www.merlinannualpass.com.au. By purchasing a Corporate Annual Pass you agree to be bound by and comply with the regulations for each Attraction in respect of your use of your Corporate Merlin Annual Pass.

1. The Merlin Entertainments Group attractions that are part of the Corporate Merlin Annual Pass scheme are:

- SEA LIFE Sydney Aquarium
- WILD LIFE Sydney Zoo
- Madame Tussauds Sydney
- Sydney Tower Eye
- Illawarra Fly Treetop Adventure
- Sea Life Melbourne Aquarium
- LEGOLAND® Discovery Centre Melbourne
- Otway Fly Treetop Adventure
- SEA LIFE Sunshine Coast
- WILD LIFE Hamilton Island
- SEA LIFE Kelly Tarlton’s Aquarium

1.1 The Attractions that are part of the Corporate Merlin Annual Pass Scheme are listed above (Term 1). No other Merlin attraction will be part of the Corporate Merlin Annual Pass scheme unless expressly stated by Merlin. If you turn up to any attraction which is not listed in Term 1 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.

2. The Corporate Merlin Annual Pass will be issued to the purchaser, who will be required to supply the following data:

- Company name
- First name and surname
- Company postal address
- Contact email address
- Contact telephone number

3. To enter the Merlin Entertainments Group Attractions, the authorised pass holder (or “eligible representative of the company”), must show the Corporate Merlin Annual Pass along with necessary identification to show proof of employment with the company at the admissions desk of the relevant Attraction.

3.1 The pass holder must be an employee of the named company.

3.2 Unless otherwise stated (Term 8), necessary identification is considered to be a business card or company ID which has to be presented along with personal ID/driver licence.

3.3 Please refer to Term 8.3 if your employees do not have a business card or company ID.

4. Subject to Terms 10, 12 and 13, a Corporate Merlin Annual Pass entitles the pass holder to standard 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 Corporate Merlin Annual Pass when issued and can be used up to and including the “valid until” date. Please check individual Attraction opening and closing dates on the relevant Attraction’s website before your visit.

5. Merlin, in its absolute discretion, reserves the right to vary the opening and closing dates and times of 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 Corporate Merlin 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 if an Attraction is closing or becomes unavailable.

6. Corporate Merlin Annual Pass exclusions:

6.1 Unless stated otherwise, an Annual Pass cannot be used in conjunction with any promotional offer, voucher or advance booking or with any discount or retail/restaurant incentive. The Annual Pass holder is only entitled to the discounts stated in these Terms (as defined in Term 8) or such other discounts as made available to Annual Pass holders at Merlin's discretion from time to time.

6.2 A Corporate Merlin Annual Pass entitles to standard admissions to the Attraction of choice and it is subject to additional charges as advised by Merlin Entertainments Group for all the Experiences and Tours. Please check individual Attraction websites before your visit.

7. A Corporate Merlin Annual Pass will not 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, Corporate Merlin Annual Pass holders 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. Entry is always subject to the Attraction not being at full capacity.

8. Corporate Merlin Annual Pass benefits and conditions of use:

8.1 The Corporate Pass is to be used once a day, and entitles single entry to Merlin attractions to up to 4 guests, including the pass holder ("eligible representative of the company" "employee of the named company" as defined in Term 3) and 25% off any additional guest.

8.2 Pass holders are entitled to 20% off food and beverage and 10% off retail shop.

8.3 Pass holders must present the pass at the admissions desk of the relevant Attraction, along with necessary identification to show affiliation with the company and a personal ID. If the employees of the named company do not have a business card or company ID, the purchaser of the pass (contact details provided under Term 2) has to inform Merlin by emailing corporateMAP@merlinentertainments.com.au* with the below details every time the pass is loaned:

- Name of the employee
- Date of visit

For the avoidance of doubt, not receiving the above email from the purchaser will result in admission being denied. Please make sure we are notified of any change in the contact details of the person managing the Corporate Merlin Annual pass within your company.

* please note this inbox is only manned Monday –Friday 9am to 5pm

9. To use a Corporate Merlin Annual Pass, the authorised pass holder must show the pass at the admissions desk of the relevant attraction.

Entry to an Attraction by use of a Corporate Merlin Annual Pass will only be permitted if a valid Corporate Merlin Annual Pass can be presented. Failure to present a valid Corporate Merlin Annual Pass will result in a charge of the "on the day" admission rate applicable to the relevant Attraction, which will be non-refundable.

10. All Corporate Annual Passes remain the property of Merlin and can be withdrawn at any time.

Annual Pass holders shall take all reasonable steps to ensure that a Corporate Annual Pass is kept secure at all times and any Corporate Annual Pass which has been lost, stolen and/or damaged should be reported to the relevant Attraction. **Corporate Annual Passes are non-transferable and cannot be sold, loaned or given away to or used by a third party.** An Annual Pass will automatically be deemed void and shall be revoked without a refund and/or compensation if sold, loaned or given away or if any attempt is made to sell, loan or give it away. In the absolute discretion of the relevant Attraction, access will be denied to any or all Attractions and the relevant Annual Pass holder's pass revoked, if Merlin considers the Annual Pass holder 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 a Corporate 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.

11. An individual who has their Corporate Annual Pass revoked in accordance with Term 10 or 12 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 Corporate Annual Pass and Merlin will assess the revocation or ban at the time. The issue of any new Corporate Annual Pass in accordance with this Term 11 is at the absolute discretion of Merlin and is subject to availability. Customers who are permitted by Merlin to purchase a new Corporate Annual Pass in accordance with this Term 11 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.

12. An Annual 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.

13. 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.

14. In the event of a lost, stolen and/or damaged Corporate Annual Pass, the Corporate Annual Pass holder should contact Merlin directly to have the relevant Annual Pass blocked.

Merlin will re-issue a replacement Corporate Annual Pass subject to a maximum of four replacement Annual Passes per Annual Pass holder per year. Replacement Corporate Annual Passes will only be issued at the original issuing Attraction to the individual whose details have been provided in accordance with Term 2. An administration fee of \$100 will be charged for the reissue of each lost or damaged Corporate Annual Pass. The re-issue of stolen Annual Passes will also be subject to the \$100 re-issue fee unless the holder can provide Merlin with a relevant police report when requesting that the Annual Pass is re-issued.

15. Once a Corporate Annual Pass has been purchased, the Corporate Annual Pass holder cannot cancel such pass for the purposes of obtaining a refund.

16. To renew your Corporate Merlin Annual Pass please visit www.merlinannualpass.com.au/corporate-passes for the most updated information.

16. Merlin reserves the right to vary these Terms by giving Corporate Annual Pass holders no less than 30 days written notice of such variation by using the details provided in accordance with Term 2. If you do not accept the amended terms, this may affect our ability to provide certain products and services to you.

17. All Annual Pass holders, their family member and friends entering a Merlin Attraction are required to comply with the booking and entry conditions (including without limitation any restrictions relating to height, weight, size, age (including the ages for which children are required to be accompanied by an adult) and any medical warnings) set out on Merlin's website. Annual Pass holders should check the relevant Attraction's website before booking a visit or visiting.

A Corporate Annual Pass will only be valid when it is used and/or presented by an eligible representative (as defined in Term 3) of the named company, and it is within the validity period (as defined in Term 4). Photocopies of a Corporate Merlin Annual Pass will not be accepted and Merlin reserves the right in its absolute discretion to refuse entry to any person attempting to use a Corporate Merlin Annual Pass which is not an original, without offering any compensation. Any use or attempted use of a Corporate Merlin Annual Pass in breach of these Terms or the relevant Attraction's regulations will result in the 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 different from the named holder, regardless of the reason, will result in access being refused and the Corporate Merlin Annual Pass being revoked without a refund and/or compensation.

Email: corporateMAP@merlinentertainments.com.au

Website: www.merlinannualpass.com.au

For more details about each individual attraction please visit: www.merlinattractions.com.au

Signed: _____ **Date:** _____