



LEGOLAND[®]

WINDSOR RESORT



**BUILDING MEMORIES
TOGETHER**

LEGOLAND[®] Annual Pass Terms and Conditions

LEGOLAND® ANNUAL PASS TERMS AND CONDITIONS

These are the terms and conditions ("Terms") on which we supply LEGOLAND® Annual Passes ("Annual Pass") to you. Please read these Terms carefully before you submit your order for any LEGOLAND 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. If you think there is a mistake in these Terms, please contact us to discuss.

We are Merlin Attractions Operations Limited, a company registered in England and Wales, with company number 06272935, trading as the LEGOLAND Windsor Resort ("LEGOLAND") and our registered office address is LEGOLAND Windsor Park Ltd, Winkfield Road, Windsor, Berkshire, SL4 4AY. You can contact us by contacting www.legoland.co.uk/about-us/contact-us/customer-services

If we have to contact you, we will do so using the contact details you provide under Annex A – Contact us.

These Terms are inherent characteristics of the Annual Pass and are independent of any other contract and cannot be varied (other than in accordance with Term 15). Purchase and use of any Annual Pass is in accordance with the LEGOLAND terms and conditions which can be found at www.legoland.co.uk/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, 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 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. Unfortunately we do not accept any orders from addresses outside the UK.

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 holder and it is within the validity period (as defined in Term 4.3). Photocopies of an Annual Pass will not be accepted. 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 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 compensation.

1. Varieties of LEGOLAND® Annual Passes available for purchase:

- 1.1 LEGOLAND® Off-Peak Annual Pass; and
- 1.2 LEGOLAND® Annual Pass.

All Annual Passes are purchased as individual Annual Passes.

Please note that the Standard Merlin Annual Pass, the Premium Merlin Annual Pass and the V.I.P. Merlin Annual Pass have their own Terms and Conditions (available at <https://www.merlinannualpass.co.uk/terms> and <https://www.merlinannualpass.co.uk/vip-terms>) and their issue and use is not governed by these Terms.

The following sections apply to All LEGOLAND Annual Passes:

2. Each Annual Passholder will be issued with their own Annual Pass and will be required to supply the following:

- 2.1 First name and surname;
- 2.2 Date of birth;
- 2.3 Residential address;
- 2.4 Contact telephone number;
- 2.5 Contact email address;
- 2.6 Photograph which must be a true likeness of the holder, all of which shall be processed in accordance with Term 14.

3. Prices:

The prices of each of the Annual Passes are set out on this link www.legoland.co.uk/annualpass

4. Purchase Locations:

Annual Passes can be purchased at the LEGOLAND® Ticket Office, at The LEGOLAND Windsor Resort, www.legoland.co.uk/annualpass or the LEGOLAND Windsor Resort Hotel.

4.1 When you purchase an Annual Pass online you will be issued with an Annual Pass receipt. This must be exchanged for the Annual Pass within 60 days of the date of purchase. The Annual Pass receipt should be brought to the park at any time during LEGOLAND®'s opening hours (available via this link: <https://www.legoland.co.uk/planning-your-visit/park-hours/>) on your first visit. If not collected within the allocated time no refunds will be given as stated in Term 12.

Whilst you can collect the Annual Pass on any day in the operating calendar (<https://www.legoland.co.uk/operatingcalendar>), you can only use your Annual Pass on the valid dates as applicable to the Annual Pass purchased. We will take a photograph of the customer at the park and the Annual Pass will be printed with the customer's photograph.

4.2 The purchaser of any Annual Pass must be 18 years or over (and if purchasing an Annual Pass on behalf of a minor under 18 years of age the purchaser confirms that they are acting as agent for and on behalf of that minor and confirms that they are providing consent for the processing of the data set out in Term 2 in respect of such minor).

4.3 Subject to Term 5.5, 9, 10, and 11, all passes entitle the holder admission to LEGOLAND for a period of 12 months from the date of issue at the park.

4.4. All Annual Passes are subject to any applicable exclusion dates. Please check the Annual Pass exclusions set out in Term 6 before your visit.

4.5. Please note that LEGOLAND® is not open all year round. Please check the LEGOLAND opening and closing dates on <https://www.legoland.co.uk/planning-your-visit/park-hours/>,

4.6 LEGOLAND, in its absolute discretion, reserves the right to vary the opening and closing dates of LEGOLAND and to close, remove or cancel all or any part of the rides, events or facilities within LEGOLAND for any reason including, but not limited to, technical, health and safety and/or operational reasons or due to special events or private functions or other reasons where physical access or operation is not safe, practical or physically possible. 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 LEGOLAND or any part of it becomes unavailable or is closed.

5. Carer Passes:

5.1 If a disabled person buys an Annual Pass, and presents at LEGOLAND® at their own discretion, proof of disability for example by production of a doctor's letter dated within the Validity Period of their Annual Pass and setting out their disability, or proof of receipt of disability living allowance or a disabled parking badge, that disabled Passholder shall be entitled to obtain one free Carer Annual Pass ("Carer Pass") which enables them to bring their carer into LEGOLAND with them at no additional cost. Carer Passes are issued solely at LEGOLAND's discretion and cannot be obtained online or over the phone. A person's sensitive data shall be processed in accordance with Annex A.

5.2 Carer Passes will need to be renewed annually. When renewing a Carer Pass, the disabled Passholder will need to present documentation proving disability again as LEGOLAND recognises that disabled status and assistance required may change from year to year.

5.3 The Carer Pass can be used by any family member, friend or carer of the disabled Passholder who is 14 years or over. The Carer Pass is issued to the disabled Passholder and will have the name, date of birth and a photo of the disabled Passholder. The Carer Pass can only be used when accompanying a full annual pass holder.

5.4 Each time the disabled Passholder visits LEGOLAND® with a carer, they shall also supply their Carer Pass in order for the carer to be granted entry. The Carer Pass entitles the carer attending LEGOLAND with the relevant Passholder to admission to the attractions only and does not entitle such carer to any other benefit or discounts (such as QBot). If the disabled Passholder has forgotten their Carer Pass and wishes to have a carer present during their visit to LEGOLAND, if the disabled Passholder presents documentation proving disability in accordance with Term 5, LEGOLAND at its sole discretion, may issue the carer with a Carer Day Ticket.

5.5 Use by the disabled Passholder and/or their carer of either the Annual Pass and/or the Carer Pass in breach of Terms 5 to 5.5 and/or these Terms will result in both the Annual Pass held by the disabled person and the Carer Pass being revoked without compensation.

6. Annual Pass Exclusions:

Unless otherwise agreed by LEGOLAND®, an Annual Pass does not entitle the Annual Passholder to free entry to LEGOLAND:

6.1 outside the attractions normal park opening hours as published on the website www.legoland.co.uk.

6.2 on the dates coloured Red on the LEGOLAND® operating calendar ("Red Event Days"). The LEGOLAND operating calendar is available at www.legoland.co.uk/operatingcalendar.

6.3 Admittance to rides and attractions are always subject to availability and capacity.

6.4 LEGOLAND® will use reasonable endeavours to advise Annual Passholders of additional charges that may apply prior to an Annual Passholder's visit, failing which, an Annual Passholder will be advised of additional charges when at LEGOLAND.

7. Entry to LEGOLAND®:

7.1 An Annual Pass will not guarantee immediate entry to LEGOLAND®, especially during peak times, nor does it guarantee that all rides and shows will be fully operational on the day of the visit.

7.2 Annual Passholders are advised to arrive at LEGOLAND early as entry restrictions due to capacity will be addressed on a first come first serve basis. All events are subject to availability and so to guarantee entry, booking in advance is, where available, strongly recommended.

7.3. The management of LEGOLAND®, acting reasonably, reserves the right to remove or refuse admission at any time and for any reason including, but not being limited to, LEGOLAND being at full capacity.

8. How to use an Annual Pass:

To use an Annual Pass, the Annual Passholder must show it at the admissions office, turnstile or other authorised entry point of LEGOLAND®. Entry to LEGOLAND 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 at LEGOLAND and available only to guests who's passes have been purchased at LEGOLAND, which will be non-refundable.

Re-entry to LEGOLAND on the same day requires a hand stamp which will be given to the Annual Passholder by LEGOLAND on entry.

9. Lost, stolen or damaged Annual Passes:

All Annual Passes remain the property of LEGOLAND® and can be withdrawn at any time. Annual Passholders shall take all reasonable steps to ensure that an Annual Pass is kept secure at all times and any Annual Pass which has been lost, stolen and/or damaged should be reported to the LEGOLAND pursuant to Term 9.2. 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 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 LEGOLAND, access will be denied to LEGOLAND and the relevant Annual Passholder's pass revoked, if LEGOLAND considers the Annual 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 LEGOLAND's staff and/or other members of the public visiting LEGOLAND, or allowing or assisting a third party to attempt to gain unauthorised or improper access to LEGOLAND with an Annual Pass of which they are not the valid holder. For the avoidance of doubt no compensation will be given in such circumstances.

9.1 An individual who has their Annual Pass revoked in accordance with Term 5.5, 9 or 10 shall be prevented from obtaining a replacement Annual Pass and, in the future, is required to purchase a full price entrance ticket to enter LEGOLAND and this will be non-refundable. After a year, any individual with a revoked Annual Pass can contact LEGOLAND to purchase a new Annual Pass and LEGOLAND will assess the revocation or ban at the time. The issue of any new Annual Pass in accordance with this Term 9.1 is at the absolute discretion of LEGOLAND and is subject to availability. Customers who are permitted by LEGOLAND to purchase a new Annual Pass in accordance with this Term 9.1 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.

9.2 In the event of a lost, stolen and/or damaged Annual Pass, the Annual Passholder should contact LEGOLAND® directly to have the relevant Annual Pass blocked. Contact details are set out at the beginning of these Terms. LEGOLAND will re-issue a replacement Annual Pass subject to a maximum of four replacement Annual Passes per Annual Passholder per year. Replacement Annual Passes will only be issued to the individual whose details have been provided in accordance with Term 2. 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 LEGOLAND with a relevant crime reference number when requesting that the Annual Pass is re-issued.

10. Illegally purchased Annual Passes:

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) will be revoked without compensation.

11. Annual Passes with other discounts, offers & promotions:

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 Passholder is only entitled to the discounts stated in these Terms or such other discounts as made available to Annual Pass holders at LEGOLAND®'s discretion from time to time.

12. Refunds:

Refunds are not available in any circumstances. This does not affect your statutory rights as a consumer.

13. Booking and entry conditions:

All Annual Passholders, their family members and friends entering a LEGOLAND® 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, size, age [including the ages for which children are required to be accompanied by an adult] and any medical warnings) set out on LEGOLAND's website. Annual Passholders should check LEGOLAND's website before visiting or booking a visit.

15.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these Terms or our failing to use reasonable care and skill. 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.

14. Privacy:

14.1. LEGOLAND® shall only use an Annual Passholder's details in accordance with Annex A. You acknowledge that the processing of Personal Information is necessary for the performance of our contract with you to enable you to obtain and use the Annual Pass. LEGOLAND® reserves the right to use an Annual 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.

14.2. Where an Annual Passholder provides evidence of a disability in accordance with Term 5, the Annual Passholder acknowledges that LEGOLAND® will be collecting sensitive personal data (e.g. health information regarding a disability or impairment). The Annual Passholder agrees that, to the extent that he/she has provided LEGOLAND® with sensitive personal data, he/she provided it deliberately and voluntarily. The Annual Passholder also expressly consents that LEGOLAND can use the sensitive personal data in order to verify the disability status and provide the services relevant to the Annual Pass, to the Annual Passholder. Where possible, LEGOLAND 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 personal data.

14.3. Where an Annual Passholder has opted-in to receive information about LEGOLAND products and events, LEGOLAND will use the Annual Passholder's details provided in accordance with Terms 2.1 for marketing purposes for its products and events. If the Annual Passholder wishes to opt out of receiving such information, the Annual Passholder can do so at any time by contacting LEGOLAND at privacy@merlinentertainments.biz or by post at Merlin Entertainments Group, Privacy Department, 3 Market Close, Poole, Dorset BH15 1NQ. Please note this can take up to 10 working days.

14.4. For the purposes of these Terms, LEGOLAND does not knowingly collect personal information from individuals under the age of 18, except where the parent or guardian has provided express written consent for the relevant minor while purchasing an Annual Pass in respect of that minor.

14.5 LEGOLAND® may from time to time analyse purchase and spending data. This is confidential and will not be made available to external companies, and will only be available to other members of the Merlin Entertainments Group of companies.

15. Changes and renewals:

15.1. LEGOLAND® 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 LEGOLAND, online, via telephone or through third party channels. Please note that LEGOLAND does not price match the price payable for an Annual Pass. If LEGOLAND changes the price payable for its Annual Pass, it will advise Annual Passholders on the LEGOLAND website. For the avoidance of doubt, any changes in pricing will not apply to existing Annual Passes retrospectively.

15.2. LEGOLAND® reserves the right to change these terms at any time.

15.3. On the presentation of an Annual Pass, Annual Passholders may receive discounts and/or benefits from LEGOLAND® and/or third parties. Such discounts and/or benefits are subject to change LEGOLAND 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 LEGOLAND can be located at

www.legoland.co.uk/tickets-and-passes/annual-passes/annual-pass-info/ and are subject to availability. The Annual Pass discount is not recognised in the Castle Hotel Restaurant, The Tournament Tavern.

15.4. LEGOLAND® may send an Annual Passholder a renewal notice before expiry of the term of the any Annual Pass with a reminder for renewal and such discount to the renewal price as LEGOLAND may offer from time to time. Any such offer will be valid for 30 days after the Annual Pass has expired and is not valid in conjunction with any other promotion, discount or offer available from time to time. The Annual Passholder must be present in person on renewal. Such renewed Annual Pass will be subject to the Annual Pass terms and conditions applicable at the time of renewal and is non-refundable.

16. Annual Pass Perks

Perks available to all LEGOLAND® Annual Passholders.

The following sections apply to the different LEGOLAND Annual Passes as follows:

- (i) Section A applies to the LEGOLAND Off-Peak Annual Pass,
- (ii) Section B applies to the LEGOLAND Annual Pass; and

SECTION A: LEGOLAND Off-Peak Annual Pass

16.2. The LEGOLAND Off-Peak Annual Passes are valid on Off-Peak days only, based on the LEGOLAND® operating calendar (available at www.legoland.co.uk/operatingcalendar) and does not include parking.

SECTION B: LEGOLAND Annual Pass

16.3. The LEGOLAND Annual Pass allows entry for either an adult or a child named and photographed on the pass.

16.4. The LEGOLAND Annual Passes are valid on all open days excluding LEGOLAND @ Christmas and every Friday, Saturday & Sunday in August and 1st September 2019.

18. LEGOLAND's Emails for discounts and offers:

LEGOLAND® may notify Annual Passholders, that have opted into receiving such communications, of additional Perks it may have from time to time through LEGOLAND's monthly discount emails.

Each additional Perk notified up to and including 31/12/2019, will be subject to these Terms and any additional individual terms and conditions as included in the discount emails. LEGOLAND does not guarantee that there will be offers or what kind of offers may be made available as Perks.

A LEGOLAND Annual Passholder must subscribe to the LEGOLAND Monthly discount emails to receive details of these Perks or call LEGOLAND's customer service team on 0871 2222 001 to enquire.

*Calls cost 10p per minute plus network extras

The promoter for Perks provided through the monthly discount emails is LEGOLAND.

This Privacy Statement ("**Statement**") sets out the basis on which we process and protect the Personal Information we collect from you.

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 is the personal information set out in Term 2:

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 Statement.

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 Information will be justified on one of the following bases:

- (i) it is provided for in the LEGOLAND® Annual Pass Terms & 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 interest as a business, and our interests are not overridden by your interests, fundamental rights and freedoms.

Where you have applied for a Carer Pass, you will have provided sensitive Personal Information (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.

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 present 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.

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 Statement.

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.

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 customer.services@legoland.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 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.