

## **Terms and Conditions Applicable to a Blackpool Pleasure Beach Platinum Season Pass for 2021 ('Pass')**

- 1.** Upon purchasing a Pass a unique number will be created and linked to the information (name, address, email, date of birth and photograph) of the person in whose name the Pass is to be held ("Pass Holder"). A physical Pass card shall ONLY be issued and returned to the Pass Holder. The Pass is neither transferable nor refundable and remains the property of Blackpool Pleasure Beach ("BPB") at all times.
- 2.** The Pass shall be valid from the date of issue until 7th November 2021 provided always that such does not warrant that BPB shall be open every day for the whole of that period. ("The Term").
- 3.** Once issued the Pass cannot be cancelled by the Pass Holder, save and except that in an event of force majeure where BPB is unable to fulfil its obligations herein then BPB may, subject to clause 17, provide a refund to the Pass Holder which shall be calculated on the basis of a daily rate using the price paid for the Pass and the length of the Term for each day of the Term when an eTicket could not be supplied, provided always that no refund shall be given if the Pass Holder has been provided with at least 3 eTickets (by the first date upon which an eTicket could not be provided).
- 4.** In order to book an eTicket Pass Holders MUST book their visit online. This is made available via <https://eticket.blackpoolpleasurebeach.com/season-pass>. Pass Holders must provide their unique Pass number and their first name in order to book a visit on their chosen date.
- 5.** When booking their visit online the Pass Holder shall receive 1 (one) eTicket to a maximum of one per calendar day.
- 6.** In the event that the Pass Holder is under 16 years of age and/or during normal school hours (9am-3pm, excluding School and Public Holidays) BPB reserves the right to withhold issue of an eTicket unless the Pass Holder provides evidence of the express consent of a his/her Parent or legal Guardian, prior to obtaining the eTicket. In cases where no consent is provided, and/or BPB suspects it is inappropriate for the Pass Holder to attend BPB, the right is reserved to retain the Pass and refuse issue of an eTicket and/or ask the Pass Holder to leave the Amusement Park.
- 7.** The Pass Holder shall be entitled upon presentation of their physical Pass card at the Pleasure Beach Arena at BPB to purchase a single ticket to watch the evening performance of the 2021 Hot Ice production during its run and the cost of the ticket shall be the eTicket upgrade price applicable for the performance date selected. There are a limited number of free tickets available for matinee performances on selected dates, allocation is on a first come first serve basis. Only the Pass Holder shall be entitled to this discounted price for only a single seat per performance and the Pass Holder shall not be entitled to re-sell nor gift the ticket to another person. BPB shall be entitled to check that the bearer of the ticket is the Pass Holder and if not he/she shall be refused entry. Terms and conditions of entry to and use of the Pleasure Beach Arena also apply. This discount entitlement cannot be used in conjunction with any other offer or promotion.
- 8.** BPB shall be entitled to immediately invalidate and/or retain the Pass for a set period of time should any of the following circumstances occur:
  - 8.1** Any abuse or fraudulent use of the Pass or attempts thereof, or
  - 8.2** Any unauthorised alteration of the Pass, or
  - 8.3** Any defacing of the Pass, or
  - 8.4** Any act or omission by the Pass Holder, which in the opinion of BPB is prejudicial (including (where the Pass Holder is under 18) any safeguarding issue) to the operation of BPB and/or any visitor to BPB.
  - 8.5** As BPB is a no fly drone zone, should the Pass Holder fly or cause to fly a drone over BPB and/or record the flight and/or post a recording of the flight and/or share other postings on social media of drone flights over BPB then the Pass shall be immediately invalidated, and the Pass Holder may face other legal action.

**9.** The issue of the Pass shall not guarantee, nor does BPB warrant:

**9.1** The availability and /or quantity of any particular ride(s), device(s), attraction(s) or show(s) upon any visit made by the Pass Holder to the BPB, or

**9.2.** That the Pass Holder shall be given access to any particular ride(s), device(s), attraction(s) or show(s) and/or quantity of the ride(s), device(s) or attraction(s) or show(s).

**9.3.** That the Pass Holder shall be exempt from the height, health and safety requirements and other restrictions which apply, from time to time, to the ride(s), device(s) and attraction(s) at BPB.

**10.** In the event that the Pass is invalidated pursuant to any Clause herein, the Pass Holder shall not be entitled to a refund of any monies and the Pass Holder may be removed from and prohibited from re-entering BPB.

**11.** In the event that the Pass Holder misplaces or damages the Pass card in any way that in the opinion of BPB renders it to be unacceptable, then BPB may, in its absolute discretion, offer a replacement Pass to the Pass Holder, upon payment of £8 (eight pounds).

**12.** The Pass shall not be used in conjunction with any offer or promotion operated by BPB from time to time.

**13.** The opening and closing times of BPB may vary from time to time. The Pass Holder can visit the website <https://www.blackpoolpleasurebeach.com/opening-times/> or telephone 0871 222 1234 prior to any visit to check such times. (Calls to 0871 numbers cost 13 pence per minute plus your telephone company's access charge)

**14.** BPB reserves the right to (and the Pass Holder hereby consents):

**14.1** Alter and amend which shows and rides are available for the use in conjunction with any eTicket at its sole discretion and without prior notice,

**14.2** Carry out reasonable and proportionate security searches of individuals and/or their property before entry to BPB is permitted and if the Pass Holder refuses, he/she may be prohibited from entering.

**14.3** Use CCTV for the purposes of safety and/or security.

**15.** The Pass Holder shall not whilst participating on any ride, device or attraction and/or visiting a show take or cause to take any sound or visual recording and any breach of this clause shall render the Pass immediately invalid.

**16.** BPB reserves the right to alter, amend or otherwise add to these terms and conditions at any time.

**17.** BPB shall not be liable for any failure in performance of any of its obligations herein caused by factors outside of its control (force majeure). If such circumstances continue for a continuous period or more than 1 month BPB shall be entitled to terminate this Agreement without liability to the Pass Holder.

**18.** In order to access other products or services which are linked to the holding of a Pass the Pass Holder must present the physical Pass within BPB and/or to third party suppliers but BPB shall have no liability to the Pass Holder in the event that a third party fails to provide a service.

**19.** In the event that BPB is forced to restrict the number of visitors to its Amusement Park for whatever reason then in the event that a Pass Holder pre-books an eTicket and fails to attend then BPB shall be entitled to raise a charge based on the gate entrance price for the date booked.

**20.** The Privacy Policy of BPB applies to and is incorporated into these terms and conditions and Pass Holders consent to periodical receipt of exclusive offers and discounts from BPB.

<https://www.blackpoolpleasurebeach.com/terms-and-conditions/>

**21.** During the Term BPB may hold special events upon the whole or part of its Amusement Park access to which may require the payment of an additional charge.