



## The Clacton Pier Company Ltd

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### Fun Card Terms & Conditions

Clacton Pier places great importance on the safety of its guests and endeavours to ensure that its high standards are met by all persons visiting the Site. Please assist us in ensuring our Site and its facilities remain a safe place in which to enjoy fun and exciting experiences.

In these Conditions, the following definitions shall apply

Site: Clacton Pier

#### **1 INFORMATION ABOUT US**

1.1 Clacton Pier/'Us'/'We': The Clacton Pier Company Limited (Company No. 06675051) whose registered office address is at No 1 North Sea, Clacton-on-Sea, Essex CO15 1QX

1.2 These terms and conditions govern all Fun Cards and their use. By purchasing, recharging, or using a Fun Card, you agree to be legally bound by these terms and conditions, and your use shall be subject to these terms and conditions, as they may be amended from time to time, without further notice.

#### **2 GENERAL**

2.1 A Clacton Pier Fun Card (the "Fun Card") is a stored value card with a RFID chip that allows you entry to rides and attractions and to play games, arcade machines and spend at participating outlets at Clacton Pier. The card is loaded with "Credit" by purchasing credits at a point of sale.

2.2 One Fun Card per person is required when using rides and attractions.

2.3 Each Fun Card costs £1.00. Credits cost £1.00 each. Half credits can be purchased at £0.50.

2.4 Fun Card Credit can be used to purchase selected activities and refreshments on the site, such as food and beverage, Rides, Go Karts, The Wheel Experience, selected arcade machines, The Lanes Bowling, Boardwalk Bar, Discovery Bay Adventure Soft Play and Skull Point Adventure Golf.

2.5 The individual Fun Card Credit price is displayed on each participating activity or information board and varies in value. With each tap to spend credits, these are then deducted from the total balance of credits. Fun Card credit balance can be checked at any Fun Card point of sale.

2.6 Once you have added value to a Fun Card, it will not expire. Credits loaded onto a Fun Card cannot be refunded and have no cash value.

2.7 Bonus credits and prize tickets held on the Fun Card do not expire.

2.8 Fun Card credit balances are non-transferrable and non-refundable.

2.9 You will not be sent statements of itemised transactions involving your Fun Card but you can register online and check your balance.

2.10 By purchasing, using, or possessing a Fun Card you agree to abide by these terms and conditions.

### **3 FUN CARD CREDITS**

3.1 The credits on a Fun Card are used to enjoy the rides and participating outlets at Clacton Pier. There are different types of credits, as follows:

3.1.1 'Credits' are credits that you purchase. You may use Credits wherever you see a card reader and at participating Clacton Pier outlets;

3.1.2 'Bonus Credits' can be spent on Rides, selected arcade machines and Skull Point Adventure Golf entry.

### **4 PRIZE TICKETS**

4.1 Prize Tickets can be won on specific arcade machines and bowling machines on the site.

4.2 Prize tickets can be redeemed at the Arcade Ticket Eater Machine, whereby a voucher for the value of the tickets is dispensed.

4.3 Prize Tickets can be redeemed in the Prize Factory Shop.

4.4 Prize Tickets do not have a cash value and may not be refunded or exchanged.

4.5 Prize Tickets cannot be replaced if lost or stolen.

4.6 If you don't have enough Prize Tickets to redeem the item you want at the Prize Factory Shop, you can save these for future visits.

### **5 PURCHASE AND BALANCES**

5.1 You can purchase a Fun Card from a Self-Service Kiosk or any point of sale.

5.2 Fun Cards can be topped-up at a Self-Service Kiosk or any point of sale by paying cash or using a debit/credit card.

5.3 Your balance is displayed on the reader after a tap to play or tap to pay.

5.4 Balances can be checked at a Self-Service Kiosk or selected points around the Pier.

5.5 When the card reader display window reads "Low Balance Please Recharge" this can be seen at the ride, arcade machine, etc, if the item costs more credits than remain on your Fun Card. However, you may have enough credits to play elsewhere that requires fewer credits. Alternatively, you can load additional credit onto your Fun Card.

5.6 Fun Card Credits and Bonus Credits do not have a cash value and may not be refunded.

5.7 Credits can be transferred between Fun Cards. The new card charge will still apply.

## **6 LOST OR DAMAGED FUN CARDS**

6.1 If you are a Registered Fun Card holder, you can visit the Ticket Office and freeze your account plus request a replacement Fun Card at a cost of £1.00.

6.2 We are not responsible for any activities carried out on lost, stolen, or damaged cards.

6.3 Fun Card balances are only protected against loss if they are registered and subsequently frozen by the registered holder.

## **7 GAME MALFUNCTIONS**

7.1 Prize Tickets will only be awarded to you from redemption games where no malfunction has occurred.

7.2 If a game malfunctions during game play, you will be allowed one free game play at the same game, or if that game cannot be quickly put back into service, on a comparable game. If a game malfunctions during game play, no Prize Tickets or Fun Card Credits will be distributed for such game play.

7.3 If we confirm that excessive Prize Tickets have been dispensed due to a game malfunction, we reserve the right to deduct that corresponding amount from your Fun Card.

7.4 Clacton Pier reserves the right to make any other adjustments to your Fun Card due to game malfunction or fraud, in its sole and absolute discretion.

## **8 CANCELLATION**

8.1 Clacton Pier may suspend or terminate your Fun Card and revoke or limit any or all the rights and privileges granted to you at any time without notice, liability, reimbursement, or compensation.

8.2 Termination may result from your fraudulent or unauthorised use of the Fun Card or violation of these Terms & Conditions. If we terminate your Fun Card with cause, all Credits and Prize Tickets will be voided and may not be used.

8.3 You will not receive compensation from us for voided Fun Card Credits or Prize Tickets. If we terminate your Fun Card without cause, we will refund or issue Credits equal to the balance of Fun Card Credits purchased or Prize Tickets held in your Fun Card account less any amounts that you may owe Clacton Pier.

## **9 ERRORS AND CORRECTIONS**

9.1 We reserve the right to correct the balance of your Fun Card if we believe that an error has occurred. If you dispute any correction that has been made against your Fun Card, please contact [info@clactonpier.co.uk](mailto:info@clactonpier.co.uk) providing your name, Fun Card number and details of the dispute.

9.2 We will investigate, communicate the results, and correct any error that we verify as soon as we finish the investigation. If no error was found, we will communicate an explanation.

## **10 OTHER**

10.1 These terms and conditions and all matters arising under it shall be governed by English Law and the parties submit to the Jurisdiction of the High Court of Justice in England and Wales.

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