



FUN CARD TERMS

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

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

These terms and conditions govern all Fun Cards and their use. By purchasing, recharging, or using the 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.

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.

General

1. One Fun Card per person is required when using rides and attractions.
2. From 1st March 2017, Fun Cards cost £1.00 refundable deposit. Should you wish to return your card at the end of a visit then the £1.00 will be refunded.
3. Credits cost £1.00 each. Half credits can be purchased at £0.50.
4. A Fun Card Credit, depending on the price, can activate or purchase a selected entertainment item (such as: Pier Rides, GoKarts, SeaQuarium entrance and purchase in the shop , selected Arcade Machines, The Lanes Bowling, Boardwalk Bar, Discovery Bay , Adventure Golf, food and drink in any of the Clacton Pier food outlets)
5. The Fun Card Credit price to play is displayed on each participating entertainment item on the Fun Card reader and varies in value. With each tap to spend credits, these are then deducted from the total balance of credits. The balance left is then shown on the screen but you can also check your balance at selected Self Service Fun Banks on the Pier.
6. Once you have added value to a Fun Card, it will not deteriorate or expire. You are welcome to bring back your Fun Card the next time you visit. We are unable to refund value from a Fun Card once it has been added to the card; it will remain there until it is used.
7. Bonus credits* and prize tickets held on the Fun Card do not expire.
8. Fun Card credit balances are non-transferrable and non-refundable.
9. You will not be sent statements of itemised transactions involving your Fun Card but can register online and check your balance.
10. Register your card at a self-service kiosk or online for Loyalty Reward Points and Special Offers. These are activated 24 hours after purchase and they are called Bonus Credits.

Fun Card Credits

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

1. 'Regular Credits' are credits that you purchase. You may use Regular Credits wherever you see a card reader and at participating Clacton Pier outlets.
2. 'Bonus Credits' can be spent on Pier Rides, selected Arcade machines, SeaQuarium entrance, and The Lanes Ten Pin Bowling.
3. Prize Tickets can be redeemed in the Prize Factory Shop.

The order of use of the credits is determined solely by Clacton Pier and the customer has no ability to control the type of credit used for any particular game.

Purchase and Balances

1. You can purchase a Fun Card from a Self-Service Kiosk or any point of sale.
2. Fun Cards can be recharged at a Self-Service Kiosk or any point of sale by paying cash or debit/credit card.
3. Your balance is displayed on the reader after a tap to play or tap to pay.
4. Balances can be checked at a self-service kiosk or selected points around the Pier.
5. When the card reader display window reads "Low Balance Please Recharge", this can be seen at the ride, arcade machine, etc, 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.
6. If you don't have enough Prize Tickets to redeem for the item you want at the Prize Factory Shop, you can save these for your next visit.
7. Prize Tickets, Fun Credits and Bonus Credits do not have a cash value and may not be refunded or exchanged.
8. Credits can be transferred between Fun Cards, deposit charge will still apply.
9. Fun Card balances are only protected, if they are registered.

Lost or damaged Fun Cards

1. If your Fun Card is lost or damaged:
 1. whilst you are at Clacton Pier please see a member of the Team.
 2. if you are a Registered Fun Card holder, you can go online and freeze your account plus request a replacement Fun Card at a cost of £1.00.
2. Fun Card balances will be transferred to your new card on condition that you have previously registered at a self-service kiosk or online.
3. Fun Card balances are only protected if they are registered.

Game Malfunctions

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

3. If Clacton Pier confirms that excessive Prize Tickets have been dispensed due to a game malfunction, it reserves the right to deduct that corresponding amount from your Fun Card balance.
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.

Cancellation

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

Termination may result from your fraudulent or unauthorised use of the Fun Card or violation of these Terms & Conditions. If we terminate your card with cause, all credits and prize tickets will be voided and may not be used. You will receive no compensation from us for voided credits or 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.

Errors and Corrections

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 assessed against your Fun Card please contact info@clactonpier.co.uk providing your name, Fun Card number (on the back of the card) and details of the dispute. We will conduct an investigation and 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.