

## **Sydney Tower Eye Terms and Conditions**

The Sydney Aquarium Company Pty Ltd (owned by the Merlin Entertainments Group), trading as Sydney Tower Eye, places great importance on the safety of its visitors and endeavours to ensure that the high standards set by the company, are complied with by all those in the Attraction. We are only prepared to allow entry to the Attraction to those visitors who are willing to comply with the Attraction Regulations set out below.

We are sure that you will wish to assist us in ensuring the Attraction and facilities therein remain a safe place in which to enjoy a fun-filled experience. To assist in ensuring your safety, CCTV is in operation within the Attraction.

1. All persons entering Sydney Tower Eye are admitted subject to the following Attraction Regulations. Any person who does not comply with these Regulations may be removed from the Attraction by either Sydney Tower Eye Security Personnel/Staff or Police Officers. This without prejudice to any claim that the Attraction may have against such a person or persons arising out of their actions. Whilst inside the Attraction, all visitors must comply with any instructions given to them by Security, Attraction Personnel or Police Officers.

2. Sydney Tower Eye reserves the right, in its absolute discretion, to refuse admission to the Attraction, ban from entry to the Attraction or remove from the Attraction any person who:-

- 2.1 Has been convicted of a criminal offence, which, in the opinion of Sydney Tower Eye, is likely to affect the enjoyment of other visitors;
- 2.2 Has behaved in the Attraction in a manner, which, in the opinion of Sydney Tower Eye, has, or is likely to affect the enjoyment of other visitors
- 2.3 Uses threatening, abusive or insulting words or behaviour or in any way provokes or behaves in a manner, which may provoke a breach of the peace.
- 2.4 Does not follow the written or verbal safety instructions or behaves in a manner which may endanger the safety of the individual or other visitors in the Attraction.

3. All persons entering the Attraction must pay for admission or hold a valid admission ticket that must be retained at all times and submitted for inspection if required by Staff. Any person attempting to gain admission to the Attraction or being found inside the Attraction without a valid admission ticket may be ejected from the Attraction.

4. No child or children under the age of 15 will be admitted to the Attraction unless they are accompanied by an adult who shall be 18 years or over and such child or children whilst on site must remain under the control or supervision of an adult at all times.

5. No dogs except guide dogs or other pets of any kind shall be allowed in the Attraction.

6. To prevent offensive weapons or dangerous articles from being taken into the Attraction, visitors are admitted to the Attraction subject to a condition that, if

requested to do so, they will allow themselves to be searched. It is prohibited to bring into the Attraction any weapons, fireworks, smoke bombs, glass bottles or other articles, which may cause injury. The throwing of any article, which could cause injury or annoyance is strictly prohibited.

7. The consumption of intoxicating liquors is not permitted anywhere in the Attraction. Accordingly, intoxicating liquor must not be taken into the Attraction and any persons found possessing alcohol, or who appear to be under the influence of alcohol will be refused admission or escorted from the Attraction.

8. Sydney Tower Eye will endeavour to ensure that as many exhibits as possible are on display. We may, however, without prior notice and without refund or compensation, change the operating hours of the Attraction, close the Attraction or any part of it temporarily, restrict the number of persons having access to the Attraction, and/or close any part of the Attraction or interactive programme for operational reasons.

9. Unnecessary noise (such as that from the use of radio sets and other electrical equipment), or any behaviour likely to cause annoyance/disturbance to other visitors and/or animals or confusion of any kind is not permitted in any part of the Attraction.

10. The climbing of or standing upon railings, barriers or structures is strictly prohibited.

11. Only Sydney Tower Eye staff or appointed contractors (such as Magic Memories photography) are permitted to sell or offer for sale any items to visitors within the Attraction, including but not limited to tickets, gift shop items and food and beverages.

12. Sydney Tower Eye accepts no responsibility for any loss and/or damage however arising (including that which might arise as a result of any breach of contract) including any distress, inconvenience or anxiety caused to guests whilst in the Attraction.

13. From time to time Sydney Tower Eye or other authorised parties carry out photography and/or video recording in the Attraction, which may feature visitors. By accepting these Regulations, you agree that Sydney Tower Eye or any authorised party may use such images in perpetuity in any promotional, advertising or publicity material in any format whatsoever. You further agree that copyright in these materials rests with Sydney Tower Eye or such authorised party (as the case may be).

14. Smoking is strictly prohibited anywhere in Sydney Tower Eye.

15. The wearing of clothing, which in the opinion of Sydney Tower Eye, is offensive to other visitors is not permitted. Footwear and shirts must be worn at all times.

These Regulations are for the benefit of all our visitors and will be strictly enforced.

### **Ticket Purchase Terms and Conditions**

**Please note:** Tickets purchased online for Sydney Tower Eye will appear on your bank or credit card statement as the Sydney Aquarium Company Pty Ltd.

All tickets purchased online require the Visitor to produce the 'Print at Home' Ticket on arrival at the attraction. The 'Print at Home' ticket/s will be emailed to the email address nominated by the Visitor at time of purchase upon successful completion of the transaction.

Guests are admitted to the Attraction subject to the Attraction regulations which are displayed at the main entrance, a copy of which is available on request.

Admission tickets are non-transferable, non-exchangeable, non-refundable and void if altered. They are not valid for special events that require a separate admission charge. All persons entering the Attraction must have a valid entrance ticket which must be retained during your visit. As the tickets are non-transferable, accordingly they may not be sold or passed to any third party.

The visitor attraction known as Sydney Tower Eye and situated at Level 5, Westfield, 100 Market Street, Sydney ("the Attraction") is owned by the Merlin Attractions Operations Limited (Merlin). All ticket holders to the Attraction are subject to the following Terms and Conditions and by acquiring one or more tickets to The Attraction ("Ticket" or "Tickets") you confirm to Merlin that you accept these terms and conditions of use. Ticket holders are referred to in these Terms and Conditions as "Visitors"

## **1. Tickets**

1.1 One Ticket purchased entitles one person entry to the Attraction on a single occasion. Once Visitors have left the Attraction, they will need to purchase an additional Ticket to re-enter the Attraction

1.2 All persons entering the Attraction must hold a valid Ticket that must be retained at all times and submitted for inspection if required by any member of staff. Failure to produce a valid Ticket on request may result in removal from the Attraction

1.3 Group Tickets for parties of 10 or more may be available at discounted rates ("Group Tickets"). Please see the Groups section of the Attraction website for details

1.4 Where Ticket prices vary according to age, the following provisions apply:

1.4.1 A person of 16 years or older is classed as an adult;

1.4.2 A person aged 4 to 15 years is classed as a child; and

1.4.3 For children aged 3 years and under, no admission fee will be charged

1.5 Concession Tickets apply to the following groups:

1.5.1 Students, upon production of a valid Australian Student Concession Card

1.5.2 Seniors upon presentation of ID to verify their age as over 65

1.5.3 Carers Card holders, upon presentation of a valid Carers Card

1.6 Disabled rates are as follows:

1.6.1 Adult: \$12

1.6.2 Children: \$9

**Note:** One Companion Card Holder can enter free of charge with each disabled person.

1.7 The price of Tickets may vary from time to time and the prices advertised are not guaranteed

1.8 Once acquired, whether by purchase or on a complimentary basis, Tickets are non-refundable, non-transferable and void if altered and Tickets that Merlin reasonably suspects have been transferred or altered will not be honoured. If lost, Tickets will not be replaced.

1.9 Tickets will include entry to most, but not all, areas of the Attraction. Subject to availability and at Merlin's discretion, Visitors may be able to purchase additional tickets to obtain access to all areas of the Attraction

1.10 From time to time, Merlin may issue Tickets under special promotions ("Promotional Tickets") but Promotional Tickets will be available subject to availability and subject to any terms and conditions affecting the particular promotion

## **2. Pre-booked Tickets**

2.1 Pre-booked Tickets purchased via the website (including Priority Access Tickets (as defined below)) should be produced by the Visitor on arrival for inspection and will be scanned to check validity.

2.2 Pre booked Tickets may not be used in conjunction with any voucher, promotion or special offer

## **3. Priority Access Tickets**

3.1 Where available, Visitors will be able to purchase Tickets entitling them to gain entry to the Attraction in priority to holders of standard Tickets ("Priority Access Tickets"). This does not ensure guaranteed entry and queuing may be needed in line with the capacity of the attraction.

3.2 Priority Access Tickets will entitle the Visitor to gain priority access as described at 3.1 during a specified time slot ("the Allocated Entry Time")

3.4 Visitors who miss the Allocated Entry Time are not guaranteed to receive priority access and will need to approach the ticket desk for assistance

3.5 Once purchased, Priority Access Tickets may not be transferred, assigned or re-sold to any third party

## **4. Time Specific Tickets**

4.1 Time Specific Tickets entitle the Visitor to access within the timeslot specified when booking (e.g. after 5pm) if applicable

4.2 Visitors who miss the Allocated Entry Time are not guaranteed entry and will need to approach the ticket desk for assistance