

KIDS PASS TERMS & CONDITIONS OF USE

This document (together with the documents referred to on it) tells you the terms and conditions on which you should agree to before using the Perks Cinema Pass Website hosted by Kids Pass. Further details regarding Kids Pass and the Members Club can be found on our website www.kidspass.co.uk (our site). Please read these terms and conditions carefully and make sure that you understand them, before registering on our site or Kids Pass app (our App) You should understand that by using the website and using this registering form to access the site you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

1. Information about Perks Cinema Pass Website

Our site is operated by Kids Pass, a trading name of Digital Rewards Group and a company registered in England and Wales with company number 08924065 and with our registered office at Charter House, Woodlands Road, Altrincham, WA14 1HF. This is also our main trading address. Our VAT number is GB201106976

2. Your Status

2.1 Before using our website you warrant that:

2.1.1 You are legally capable of entering into binding contracts and you are at least 18 years old;

2.1.2 You will be financially responsible for all of your use of and through our site as well as for use of your account by others including but without limitation minors (under 18 years old) living with you, who you will supervise in their use of our site under your name;

2.1.3 All information supplied by you or members of your household in using this website is true and accurate; and

2.1.4 You shall be completely responsible for all charges arising out of the use of our site including without limitation the costs of products or services provided by suppliers with whom you contract via our site.

2.2 We process information about you in accordance with our privacy policy. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

2.3 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of

association, approval, or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you.

2.4 Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.

3. Conditions of Use

Your Kids Pass access is subject to the following conditions: -

3.1 You must not share your Kids Pass username or password with any other person;

3.2 You must not reproduce in any form your plastic or digital Kids Pass membership card;

3.3 As "Kids Pass" is a trade mark registered in the UK and operated under an exclusive licence by Kids Pass Limited (our trade mark) you must not reproduce or otherwise use any part of our trade mark or anything deceptively similar to it, or authorise, assist or enable others to do so without our prior written consent;

3.4 You must not use our trade mark in combination with any other third party trademarks, names, logos, illustrations, photographs, video or audio sequences or graphics without our prior written consent;

3.5 You must not use or share any redemption codes, vouchers or details of the savings we have obtained from those food and leisure organisations whom participate with us (our Partners) via social media, on printed material, or in any other media whatsoever;

3.6 You must submit your designs for any printed materials you want to produce (in whatever format) using your Kids Pass digital or plastic membership card and/or our trade mark to us for our prior written approval;

3.7 you must not make use of any design you submit to us or any advertising, marketing or promotional materials incorporating such design unless we have given prior written approval for each and every use; and

3.8 you must not supply the Kids Pass membership card to any person in connection with either the purchase of any goods or the payment for or hiring of goods under a hire purchase agreement whether with any of our Partners or otherwise.

Please note that:

1. Failure to comply with any of the above conditions will entitle us to either

- (i) cancel your access with immediate effect by written notice to you, or
- (ii) suspend your log in credentials until you have remedied your breach of the conditions to our satisfaction. Failure by you to remedy the breach within 14 days of our notifying you of the same and requesting you to remedy it will result in the immediate cancellation of your membership;

4. Our Partners and use of your membership card

With regards to our Partners and the use of your membership card we ask you to note and ensure that you comply with the following:

4.1 Our current Partners and their redemption locations are shown on our site.

4.2 You are granted access to a selection of offers where you can search for available offers and discounts. The discounts provided will vary and you should check the details of each attraction/restaurant for details of how to redeem the specific offer before going. Some attractions will require you to make a pre-booking or ask for a printed voucher on entry. Pre bookings can be made online where available or by telephone.

4.3 On occasion we will remove or amend offers or promotions provided by our Partners. We will endeavour to replace them although we shall have no liability for any such withdrawals or changes to the availability of an offer.

4.4. Users will have the benefit of all additional attractions or third party offers which are added to the Member's Area of our site.

4.5 Any printed material that you may receive from us provides information about offers available from our Partners that were correct at the time of printing and are subject to change.

4.6 To be valid when presented for exchange, your membership card must be intact and not damaged.

4.7 Your Kids Pass membership card cannot be refunded or exchanged for cash or other denominated vouchers or discount cards, nor can it be used in conjunction with any special promotions, discount tokens, coupons or cards.

4.8 We are not liable for any attraction, third party, or our Partners that refuse to honour the advertised discount or promotion.

4.9 Any queries regarding the redemption or claiming with any of our Partners should be directed to our membership team on telephone number 0333 996 1563 between 9am and 5pm, Monday to Friday.

5. Our Liability

We will not be liable for losses that result from our failure to comply with these terms and conditions that fall into the following categories:

5.1 loss of income or revenue;

5.2 loss of business;

5.3 loss of profits; or

5.4 loss of anticipated savings.

5.5 Nothing in these terms and conditions excludes or limits our liability for:

5.6 death or personal injury caused by our negligence;

5.7 fraud or fraudulent misrepresentation;

5.8 any breach of the obligations implied by section 12 of the Sale of Goods Act 1959 or section 2 of the Supply of Goods and Services Act 1982; or

5.9 any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

5.10 We do not make or give any promises, warranties, guarantees or representations concerning the goods or services provided by our Partners, nor do we accept any losses or liability arising out of, or in connection with, such goods or services. We will not become involved in any dispute between you and any of our Partners.

5.11 We will not be liable if for any reason our site is unavailable at any time or for any period.

Please note: these terms and conditions and foregoing liability disclaimer, do not affect mandatory legal rights that cannot be excluded under applicable law.

6. Written Communication

Applicable laws may require that some of the information or communications we may send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

7. Notices

All notices given by you to us must be addressed to our Operations Director at Kids Pass Limited, Charter House, Woodlands Road, Altrincham, WA14 1HF. We may give notice to you at either the e-mail or postal address you provide to us when registering, or in any of the ways specified in condition 8 above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

8. General provisions

8.1 No failure or delay by us to exercise any right or remedy provided under these terms and conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.

8.2 These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of these terms and conditions. We each acknowledge that, in entering into these terms and conditions, neither of us relies on, or will have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or the documents referred to in them. Nothing in this clause limits or excludes any liability for fraud.

8.3 We have the right to revise and amend these terms and conditions (and any document expressly referred to in them) from time to time and you will be subject to the terms and conditions (and any document expressly referred to in them) in force at the time that you order a membership card from our site and become a member of our Members Club, unless any change to these terms and conditions (and any document expressly referred to in them) is required to be made by law or governmental authority (which if appropriate will be deemed to apply retrospectively).

8.4 If any of these terms and conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term or condition will to that extent be severed from the remaining terms and conditions which will continue to be valid to the fullest extent permitted by law

8.5 A person who is not party to these terms and conditions shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

8.6 We shall be under no liability to you in respect of anything which, apart from this provision, may constitute a breach of these terms and conditions arising by reason of circumstances beyond our control which shall include (but shall not be limited to) acts of God, war, riot, civil commotion, malicious damage, fire, flood, storm, drought, explosion, sabotage, accident, embargo, compliance with any law or governmental order, rule, regulation or direction, shortage of supplies, equipment, materials, breakdown or labour disputes of whatever nature and for whatever cause arising.

9. Law and jurisdiction

These terms and conditions shall be governed by and construed in accordance with English law. Any dispute arising from, or relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales