



## The Ginger Factory VIP Pass | Terms and Conditions

Your decision to purchase and use our VIP Park Pass (**VIP Pass**) means that you agree to be bound by, and comply with, these terms and conditions (the **Terms**) as amended from time to time.

These Terms form a legally binding agreement between Buderim Group Limited trading as The Ginger Factory (**The Ginger Factory, we, us or our**) and you:

1. Each purchaser of a VIP Pass will be issued with his or her own VIP Pass and as a condition of purchase, each person will be required to provide us with the following details:
  - first name
  - surname
  - residential address
  - telephone number
  - email address (if applicable)
  - date of birth
2. As a purchaser of a VIP Pass, you will be required to have your photograph taken for display on your VIP Pass.
3. As the holder of a VIP Pass, you will be entitled to an unlimited number of rides on the 'Overboard' and 'Ginger Train' rides (the **Rides**) for a 12-month period, commencing on the date that your VIP Pass was issued to you. Dates relating to the validity of your VIP Pass will be displayed on your Pass. Unlimited rides, does not mean continuous unlimited rides, during busy times you will be asked to re-queue.
4. Rides may be closed for scheduled maintenance without prior warning and in the event of unscheduled maintenance notifications will be on [www.gingerfactory.com.au](http://www.gingerfactory.com.au) and [www.facebook.com/thegingerfactory](http://www.facebook.com/thegingerfactory).
5. In the general interest of your own safety and the safety of other passengers, you must remain seated at all times when riding on the 'Overboard' and Ginger Train' rides. This is a condition of ride entry.
6. A VIP Pass cannot be transferred, sold, loaned, given away or used by any person, other than the person issued with the VIP Pass. Therefore, you agree that the VIP Pass issued to you must only be used by you.
7. Your VIP Pass remains the sole property of The Ginger Factory at all times.
8. In the event that your VIP Pass is not valid or cannot be presented for any reason, including, but not being limited to, your VIP Pass being lost, stolen, damaged or forgotten, your free access to the Rides will not be permitted. Failure to present a valid VIP Pass will result in a non-refundable charge of the 'on the day' admission rate applicable to any rides.
9. In the event that you lose your VIP Pass, or it is damaged or stolen, you must immediately notify us. The Ginger Factory will, within ten (10) business days of receiving notice of your requirement for a VIP Pass to be re-issued, provide you with a replacement VIP Pass. We will charge you an administration fee of \$5.00 for this service.
10. You are responsible for ensuring that all details that you have provided to us are accurate and current at all times. If your details change or require amendment, please be sure to contact us so we can update your details.
11. You agree that The Ginger Factory may contact you, including via electronic means, via the details provided on your VIP Pass. Such conduct will usually, but not always, relate to service information, information about changes to these Terms, and reminders in relation to expiry and/or renewal of your VIP Pass. The Ginger Factory will not use your details for marketing purposes, unless you have 'opted in' to receive such information at the time of purchasing your VIP Pass.
12. The Ginger Factory may amend or replace these Terms and the benefits associated with your VIP Pass at any time and without notice to you. We will notify you of changes by sending you a notice to the email address provided by you at the time of ordering your VIP Pass.
13. Our [Privacy Policy](#) will govern our collection, storage, use and disclosure of your personal details.