Kids Empire 2026 Big Annual Pass Terms and Conditions

By purchasing a Kids Empire 2026 Big Annual Pass, you, the individual identified during checkout ("you," "yours," and "your"), accept and agree to these 2026 Big Annual Pass Terms and Conditions (the "Terms") with Kids Empire USA LLC ("Kids Empire," "we," "us," and "our"). These Terms become effective on the date of purchase. The 2026 Big Annual Pass is also subject to the Kids Empire Membership Program Agreement, which are incorporated into these Terms by reference; if there is any conflict between these Terms and the Kids Empire Membership Program Agreement, these Terms will control with respect to the 2026 Big Annual Pass.

By accepting and agreeing to these Terms, you also agree to the Kids Empire Privacy Policy and Terms of Use. The Privacy Policy describes our information gathering and privacy practices, and the use of personal information, and it is available for review at https://www.kidsempire.com/privacy-policy. The Terms of Use apply to your access or use of our website (https://www.kidsempire.com/) or mobile application, when you apply for a job through our website, when you visit us at one of our parks, and when you interact with us through other websites, pages, features, or content owned and operated by us that direct to the Terms of Use, and are available for review at https://www.kidsempire.com/termsconditions.

PLEASE READ CAREFULLY. ALL SALES ARE FINAL. THE PASS IS NON-REFUNDABLE, EXCEPT AS DESCRIBED IN THE TERMINATION BY KIDS EMPIRE SECTION BELOW OR AS REQUIRED BY APPLICABLE LAW. THE PASS IS VALID NO EARLIER THAN DECEMBER 15, 2026, AND EXPIRES ON DECEMBER 31, 2027, REGARDLESS OF WHEN IT IS PURCHASED OR ACTIVIATED. THE PASS IS FOR ADMISSION ONLY AND HAS NO CASH VALUE.

The Pass

The 2026 Big Annual Pass (the "Pass") grants the child associated with the Pass at activation unlimited visits to one (1) Kids Empire location selected at activation (the "Designated Location") during its regular operating hours, beginning on the later of December 15, 2026, and the date the Pass is activated, through December 31, 2027 (the "Validity Period"), subject to these Terms. The Pass cannot be used before December 15, 2026, regardless of the purchase or activation date. Passes are per child. A separate Pass must be purchased for each child.

The Pass is available for purchase online only, through the Kids Empire website, and is not sold at park locations. The Pass is offered as part of a limited-time

promotion, and the promotional price and sale period are determined by Kids Empire. Kids Empire may extend, shorten, or end the sale period, or limit the number of Passes sold, at any time without notice. Any change to the sale period will not affect a Pass already purchased.

For each visit, up to two (2) adults may accompany the child to whom the Pass is attached for free. If more than two (2) adults accompany the child, each additional adult must pay a $5 fee.

The Pass provides admission only. The Pass has no cash value and is not a gift card, gift certificate, or stored-value card. The Pass cannot be redeemed for cash or credit, and it cannot be applied toward food, beverages, merchandise, birthday parties, private or special events, or any other purchase.

Activation and Expiration

To be valid, the Pass must be activated. You activate the Pass online from your Kids Empire account by associating the Pass with one (1) child and one (1) Kids Empire location. Once activated, the child and the Designated Location cannot be changed.

During your child's first visit with the Pass, Kids Empire staff will take a picture of your child via a camera attached directly to the point of service (POS) system, which will only be visible when staff select the relevant Pass when you check in. The picture will be stored in a secure database and cannot be downloaded or saved locally. If you do not give permission for your child's photo to be taken and stored for the purpose of receiving access to our location, please speak with a staff member when you arrive for your first visit.

The Pass expires on December 31, 2027, regardless of when it is purchased, activated, or transferred, and regardless of whether it has been activated or used. The expiration date will not be extended for any reason, including late purchase or activation, closures, or periods during which the Pass was not used. Any unused portion of the Pass is forfeited at expiration and is not refundable.

Transfers Before Activation

After purchase and before the Pass is activated, you may transfer the Pass to another person by contacting us at support@kidsempire.us. The person receiving a transferred Pass must agree to these Terms, which will apply to the transferred Pass. A Pass may be transferred only as a whole, and the Validity Period and expiration date do not change on transfer.

Once the Pass is activated, it is non-transferable, and may not be resold, shared, or used by any other person.

All Sales Final; No Refunds

ALL SALES ARE FINAL. THE PASS IS NON-REFUNDABLE, IN WHOLE OR IN PART, INCLUDING IF THE PASS IS NOT ACTIVATED OR IS NOT USED, EXCEPT AS DESCRIBED IN THE TERMINATION BY KIDS EMPIRE SECTION BELOW OR AS REQUIRED BY APPLICABLE LAW.

Access Limitations and Closures

Pass access may be unavailable at any time at the Designated Location for any reason including, but not limited to, private or special events, the location's capacity and attendance, unavailability of supplies or staff, maintenance, weather, public health requirements, force majeure, or other circumstances. Pass access is not valid for private or special events, birthday parties, or such other events as determined by Kids Empire. Kids Empire may change the Designated Location's operating hours, attractions, and posted park rules at any time, and admission is subject to capacity limits, which may require you to wait or return at another time.

Kids Empire will post closure dates for its locations on its website in advance of planned closures, and in the case of unplanned closures, Kids Empire will post a closure notice on its website within a reasonable time after Kids Empire becomes aware of the need to close. You agree that Kids Empire will not reimburse you for any lack of access due to any closure, whether planned or unplanned, except as required by applicable law.

Changes to These Terms

We may update these Terms by posting the updated Terms on our website and notifying you at the email address you provided at purchase at least thirty (30) days before the change takes effect. No change will reduce the Validity Period, increase the price you paid, or materially reduce the admission benefits of a Pass purchased before the change, unless required by applicable law. Your continued use of the Pass after a change takes effect constitutes acceptance of the updated Terms.

Pass Conduct

You agree to use the Pass and our locations lawfully and responsibly. You agree not to: (i) engage in fraud, misrepresentation, chargeback abuse, or any other deceptive or dishonest act in connection with the Pass or any payment; (ii) engage in any criminal, unlawful threatening, harassing, or abusive conduct at our locations or toward our staff or guests; (iii) misuse, damage, or interfere with our facilities, equipment, or the safe operation of our locations, or violate our posted park rules or policies; or (iv) after activation, share, transfer, resell, lend, or otherwise permit any other person to use the Pass or its benefits.

Termination by Kids Empire

We may suspend or terminate your Pass at any time, with or without advance notice, if: (i) you violate these Terms, including the Pass Conduct section above; (ii) your payment for the Pass is reversed, charged back, or otherwise not received; (iii) Kids Empire ceases operations or goes out of business; (iv) Kids Empire closes all of its locations in the state of the Designated Location; (v) Kids Empire permanently closes the Designated Location; or (vi) we determine termination is necessary or appropriate for legal, safety, or security reasons, or to protect our staff, guests, or business.

If we terminate your Pass for a reason other than your breach or misconduct, including because Kids Empire ceases operations, closes all its locations in the state of the Designated Location, or permanently closes the Designated Location, we will refund the unused portion of the price you paid for the Pass on a pro-rated basis. Except as provided in the preceding sentence or as required by applicable law, termination does not entitle you to a refund. Termination by Kids Empire does not limit any other rights or remedies available to us.

Any pro-rated refund will be based on how much of the Pass period (December 15, 2026 through December 31, 2027) remains on the date of termination. For example, if half of that period remains, you will receive half of the price you paid for the Pass. This applies whether or not the Pass has been activated. Refunds will be issued to the original payment method, or by another reasonable method if that is not possible.

Contact

For questions about these Terms or your Pass, you may contact us at Support@kidsempire.us.

State Specific Rights

Applicable state laws may provide you with additional rights. Nothing in these Terms limits any right you may have under applicable law, and if any provision of these Terms is not permitted by the law of your state, that provision will apply only to the extent permitted.