

Member Terms and Conditions

Fort Wayne Children's Zoo



POLICY

CREATED: 1/24 | REVISED: 6/24 | REVIEWED: 6/24

Fort Wayne Children's Zoo (herein known as zoo or FWCZ) memberships are nonrefundable and nontransferable without special approval. All levels are renewable annually and remain the property of the zoo. While the zoo is a nonprofit organization, standard level memberships contain benefits (admission) that are not considered tax-deductible per IRS rules and regulations. The zoo encourages all members to consult with their tax advisor regarding the deductibility of any donation to the zoo. The zoo reserves the right to terminate or deny membership at any time for any reason.

General

Zoo membership is a revocable license and is valid only for use by the individuals listed on the membership. The zoo is not responsible for any zoo closures caused by conditions beyond the reasonable control of the zoo, including, but not limited to, force majeure, government restrictions, natural disasters, emergency declarations, pandemics, strikes or lockouts, accident, transportation delay, weather, or power failure. Restrictions including capacity constraints and other planned closures and special ticketed events.

Each zoo member should have their digital or paper membership card on hand in order to gain entry. A state-issued photo ID with the address associated with the membership purchased may be used as a back-up. Further identification may be required.

Membership cardholder grants FWCZ irrevocable permission to use the member's image, likeness, voice, or sound recordings in any media and for any purpose whatsoever and without compensation.

Membership cards may only be used for admission (excluding special ticketed events) by the designated cardholder. Memberships begin immediately upon purchase and are valid for one year from purchase and cannot be delayed or suspended for any reason. Memberships are intended for one household under one address. Named members may not be substituted for guests. Additionally, zoo memberships are not for commercial purposes (including use by clubs, social groups, daycares, or congregate living facilities), unauthorized resale, or promotional use (including, but not limited to, opportunity drawings, contests, sweepstakes, and giveaways) without the prior written permission of the zoo. **Misuse or duplication of membership cards is strictly prohibited and can result in revocation of membership.**

Member is responsible for providing accurate name and contact information at the time of purchase and notifying the zoo of updates and corrections in a timely manner. This contact information includes but is not limited to: full names of adults living in the household with correct spelling, and match a state-issued identification card, current address information including any lot, apartment, unit, or suite numbers. Abbreviated or nicknames can also be provided as a preferred salutation. Any changes in phone number or email address should also be communicated to the zoo as applicable.

FWCZ reserves the right to terminate, cancel, suspend, or revoke any membership at any time and for any reason. Cause for termination includes, but are not limited to: causing harm to zoo animals, staff, or guests; abuse of privileges, lewd conduct, violations of dress code policy, littering, deliberately damaging property, loitering, or consumption; possession of illegal narcotics or possession of a weapon (real or imitation); and participation in disruptive behavior which threatens the health, safety, and enjoyment of the zoo animals, staff, or guests. The zoo may refuse admission to, or eject member thereof, if member's conduct is deemed disorderly or member fails to comply with these terms or any security measures on the premises, at offsite zoo events, or online through websites.

or social media. Any damage to property must be repaired or replaced at the expense of the member causing the damage.

FWCZ assumes no responsibility for lost or stolen property and members expressly assume all risk for accident, lost or stolen personal property, or personal injury.

Member Benefits and Discounts

As a zoo member, member will be eligible to receive benefits and discounts. A FWCZ member must present valid membership card and valid photo identification prior to receiving any applicable benefits and discounts. Benefits and discounts are nontransferable and may not be combined with any other offer or promotion. Such benefits and discounts are for personal use only and may not be used to obtain or purchase items or services with the intent to resell such items or services. Membership discounts and benefits are subject to change without notice.

Each adult member receives a paper and digital membership card upon initial purchase or renewal of membership. Physical cards are mailed within 10 business days of purchase. If cards are lost or stolen it is the member's responsibility to notify the zoo so old cards can be cancelled and new complementary ones issued. Any membership benefit utilized on a membership card that has not been reported as lost/stolen will not be reinstated.

Your membership includes discounted admission to over 150 zoos, aquariums, and wildlife centers around the U.S., Canada, and Mexico. It is your responsibility to observe the rules and requirements of the host facilities. You must show your FWCZ membership card and a photo ID when visiting a participating facility. There will be no refunds due to changes in reciprocal agreements during the year, and no refunds for memberships due to changes in reciprocal agreements. Reciprocity is subject to change at any time. We recommend that you contact the zoo or aquarium you would like to visit to confirm benefits.

Member Communications

As a zoo member, member will be eligible to receive periodic mailers and newsletters and other communications about the zoo and affiliated products and services, including information about events, programs, products, opportunities, benefits, discounts, offers, fundraising efforts, and services available to members. These communications may be sent by postal mail or by email, based on the contact information provided to zoo.

A valid postal address is required for all FWCZ memberships. The majority of member benefits are communicated via email and it is strongly recommended that all members furnish a valid email address to the zoo in order to receive these communications. The zoo is under no obligation to mail notifications about these benefits to members who do not provide an email address or who unsubscribe to electronic messages. The zoo does not sell member names or contact information with third parties.

Membership Transactions

The cost of admission tickets may be applied toward the purchase of a membership following your park day at guest services. Original purchaser must be present at time of upgrade. Only admission ticket value may be applied towards the upgrade to a membership within 7 days of purchase. Admission costs applied toward the purchase of a membership cannot be used toward membership add-ons such as Add-a-Guest. Tickets purchased on separate transactions may not be combined. Admission costs that total more than the cost of the chosen membership will be applied fully and overages will not be refunded. Membership transactions may only be refunded in limited circumstances and only the most recent transaction may be refunded.

A membership can upgrade their membership to a higher membership level in the middle of the current term. The cost of the upgrade is the difference in the price of the two levels. When a membership is upgraded in the middle

of the term, the expiration date does not change. Members immediately receive the benefits of the level to which they upgrade.

Photography, Videography, and Submissions

FWCZ members and their guests may be invited to events and activities as part of their membership benefits. Any photos or video footage taken during these events and activities may be used by the zoo without restriction for any purpose whatsoever, including, without limitation, reproduction, disclosure, transmission, publication, broadcast, or posting in accordance with the zoo's Photography Release Policy. Members and guests of members who attend these events and activities hereby irrevocably waive, release, and give up any claim that any use of such photos or video footage violates any of their rights, including, without limitation, copyrights, trademarks, moral rights, privacy rights, proprietary or other property rights, publicity rights, or right to credit for the material or ideas. Zoo shall have and is irrevocably granted the right, but not the obligation, to reproduce, modify, adapt, publish, broadcast, license, perform, post, sell, translate, incorporate, create derivative works from, distribute, and otherwise use photos and video footage of members and their guests from these events and activities in any and all media, now known or hereafter devised, throughout the universe, in perpetuity, without according member any compensation or credit.

Members and guests of members who attend these special events and activities may request that a photo be deleted from zoo website and social media accounts by contacting the zoo's Membership Coordinator. Zoo staff may ask for proof of photo identification before granting request. The member should understand that any request of this nature may take several business days to be completed.

FWCZ is pleased to hear from its members and welcomes submissions and comments regarding membership benefits and services. Any submission may be used by the zoo without restriction for any purpose whatsoever, including, without limitation, reproduction, disclosure, transmission, publication, broadcast, or posting. Member hereby irrevocably waives, releases and give ups any claim that any use of such submission violates any of the member's rights, including, without limitation, copyrights, trademarks, moral rights, privacy rights, proprietary or other property rights, publicity rights, or right to credit for the material or ideas. Zoo shall have and is irrevocably granted the right, but not the obligation, to reproduce, modify, adapt, publish, broadcast, license, perform, post, sell, translate, incorporate, create derivative works from, distribute, and otherwise use the submission in any and all media, now known or hereafter devised, throughout the universe, in perpetuity, without according member any compensation or credit.

By making a submission to FWCZ, member represents that such submission is original with the member and does not conflict with, violate, or infringe upon the rights of any third parties, including, without limitation, any intellectual property rights and rights of publicity, and/or privacy. All submissions to the zoo shall be the sole property of company and will not be acknowledged or returned.

FWCZ Member agrees and understands that the zoo is not obligated to use any submission that the member makes, and member has no right to compel such use. Member hereby acknowledges and agrees that the member's relationship with the zoo is not a confidential, fiduciary, or other special relationship, and that the member's decision to submit any material to company does not place the zoo in a position that is any different from the position held by members of the general public with regard to the member's submission. Member acknowledges and agrees that the member will not be entitled to any compensation as a result of the zoo's use of any such similar or identical material.

Member acknowledges that, with respect to any claim member may have relating to or arising out of a zoo's actual or alleged exploitation or use of any material member submits, the damage, if any, thereby caused will not be irreparable or otherwise sufficient to entitle member to injunctive or other equitable relief or to in any way enjoin the production, distribution, exhibition, or other exploitation of any production based on or allegedly based on the

material, and member's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any.

Promotions

The zoo may promote opportunity drawings or other promotions that require members to send material or information about member. Please note that these opportunity drawings and other promotions may be, and often are, governed by a separate set of rules that, in addition to describing such opportunity drawings and other promotions, may have eligibility requirements, such as certain age or geographic area restrictions, terms and conditions governing the use of material member submits, and disclosures about how member's personal information may be used. It is the member's responsibility to read such rules to determine whether or not member wants to and is eligible to participate, register and/or enter. By entering any such opportunity drawings and other promotions, member agrees to comply with and abide by such rules and the decisions of the sponsor(s) identified therein, which shall be final and binding in all respects.

Auto-Renewals

FWCZ Members have the option of opting into our auto-renewal program at the time of purchase. Reminders about upcoming auto-renewals are typically emailed to those who have opted into this program 30 days before the renewal date. Members can opt out of this program at any time but must do so at least 14 days in advance of their renewal date. If a zoo member asks to opt out of the program after this time, we will do our best to accommodate this request before the charge date. If member does not contact the zoo and instead initiates a charge-back through their credit card company, the zoo reserves the right to revoke membership.

Updates

FWCZ Membership Terms and Conditions were updated on January 23, 2024. If you have any questions, comments, or concerns about the Fort Wayne Children's Zoo Membership Terms and Conditions, you may contact the Membership team by emailing membership@kidszoo.org, or calling us at 260-427-6800.