

Magic Access Terms and Conditions

Please read these Terms and Conditions carefully before purchasing and using the membership. By keeping or using the membership or the membership benefits, you are accepting all the Terms and Conditions below and will be bound by them.

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ABOUT MAGIC ACCESS

1. Magic Access membership

- 1.1. There are three tiers of Magic Access membership, each with its prescribed price and benefits: Silver, Gold and Platinum.
- 1.2. A guest may apply for one of the following types of membership, subject to verification required in paragraph 3.1 below:
 - (a) **“Child” / “Children”**: guests aged 3-11;
 - (b) **“Student”**: guests who are full-time students aged 12-25;
 - (c) **“General”**: guests aged 12-59;
 - (d) **“Senior”**: guests aged 60 or above.
- 1.3. Each guest may not apply for or hold more than one valid Magic Access membership of any tier and any type at the same time. Hongkong International Theme Parks Limited (“**HKITP**”) may decline to issue, or suspend or revoke any membership if, in HKITP’s determination, the guest’s identity, age, or other eligibility for the membership cannot be verified by one or more means set out in paragraph 3.1 below.

2. Applicable Terms and Conditions

- 2.1. Sale, issue and use of Magic Access memberships, membership cards and Magic Access Certificates are subject to:
 - (a) these Magic Access Terms and Conditions;
 - (b) the Rules and Regulations of the Hong Kong Disneyland Park (“**Park**”);
 - (c) the Rules and Regulations of the hotels (“**Hotels**”) at the Hong Kong Disneyland Resort (“**Resort**”);
 - (d) such other terms and conditions applicable to the transaction in question,

all of which are set out in the website at www.hongkongdisneyland.com (“**Website**”). The Park Rules and Regulations are also available in the Resort’s mobile app and Guest Relations and the Hotel Rules and Regulations are displayed in the Hotel premises. **HKITP reserves the right to modify these terms, conditions, rules and regulations at any time and from time to time without prior notice.**

- 2.2. HKITP may from time to time, without prior notice and without refund or compensation, (a) make or modify the rules to be followed within the whole or any part of the Resort, (b) change or adjust the entry requirements or mode of operation (including but not limited to operating

hours) of the Park, the Hotels or any location, attraction, show, shop, restaurant, facility or amenity thereat, (c) close or adjust the operation of the Park, the Hotels or any part of them for any period, (d) modify, relocate, refurbish or replace any location, attraction, show, shop, restaurant, facility or amenity, (e) restrict the number, class or eligibility of persons having access to the Park, the Hotels or any part of them, (f) suspend or cancel any attraction, show, facility, amenity or entertainment or marketing program, offering or activity, and/or (g) impose limit on the purchase of any product or use of any service or facility, in each case due to capacity, inclement weather or special events, to ensure safety, health, security or order, or compliance with law, or if HKITP considers that the circumstances so require.

3. Membership Activation

3.1. A Purchased Magic Access membership is only valid after its holder has completed the registration and activation of his/her Magic Access membership in accordance with this paragraph 3.1 within three months of the purchase transaction (or such other period as HKITP may from time to time specify) and receives a membership card printed with the holder's name, membership tier, membership type and membership term expiry date issued by HKITP ("**Personalised Membership Card**").

3.1.1. Guest is required to register his/her purchased Magic Access membership online at such hyperlink and follow such procedures designated by HKITP. Upon successful membership registration, a digital card with the membership QR code and the name, membership tier and membership type of the guest will be issued, which will be linked to and stored in the guest's MyDisney HK account. Guest may elect to add and store the digital card in his/her digital Apple Wallet and/or Google Wallet in his/her mobile device.

3.1.2. To complete membership activation, guest is required to visit the designated membership activation location(s) in the Park in person, present his/her digital card and such valid photo identification acceptable to HKITP, provide such personal data as HKITP may require, and follow such other procedures stipulated by HKITP for identity verification and membership activation.

3.1.3. The photo identification presented by the guest for identity verification must be valid and bear the full name and a recent photo of the guest. The full name printed on the photo identification presented must be the same as the one provided at the time of Magic Access registration based on HKITP's record.

Types of acceptable photo identification include:

- (a) for General and Senior membership:
 - i. Hong Kong residents: Hong Kong identity card or passport;
 - ii. Non-Hong Kong residents: government-issued photo identification (such as passport, driver's license or PRC resident identity card).
- (b) for Child membership: photo identification issued by a government or registered school (such as passport, Exit-Entry Permit, school handbook with official school stamp or student card).

- (c) for Student membership: photo identification issued by a registered school (such as school handbook with official school stamp or student card) showing the guest's full-time student registration.

If guest prefers not to have his/her or his/her children's photo retained by HKITP, he/she may, before membership registration, ask a Cast Member about alternative verification arrangement as HKITP may provide from time to time. Example of alternative verification arrangement may include presenting such photo identification and provide such personal information as HKITP may require of the relevant guest(s) to our Cast Members upon card issuance and each entry to the Park.

- 3.1.4. The requirements in paragraphs 3.1.2 and 3.1.3 shall apply to Personalised Membership Card which may be issued pursuant to paragraphs 6, 7, 8, 9, 10, 14 and 19.
- 3.1.5. HKITP may withhold, suspend or decline to issue or accept any digital card, Personalised Membership Card or Magic Access membership if, in HKITP's determination, the guest's identity, age, or other eligibility for the membership cannot be verified by HKITP.
- 3.2. Each guest holding a valid Personalised Membership Card issued under paragraph 3.1 is referred to as a "**Member**". The Member's name as printed or shown on the Personalised Membership Card cannot be changed.
- 3.3. Guest shall complete activation for his/her Magic Access membership in accordance with paragraph 3.1. Personalised Membership Card is only valid and may only be used after the Member's membership has been successfully activated. HKITP may withhold, suspend or decline to issue or accept the Personalised Membership Card or the associated Magic Access membership if, in HKITP's determination, any term of this paragraph 3 is not complied with.
- 3.4. In case of discrepancy between the information printed or shown on the Personalised Membership Card and HKITP's record in respect of the Member's membership, HKITP's record shall govern. Member shall promptly report such discrepancy to HKITP and provide such document or information as HKITP may require to resolve such discrepancy. HKITP may (but is not obliged to) withdraw or revoke the Personalised Membership Card and replace it with another Personalised Membership Card.

4. Admission to the Park

- 4.1. The Personalised Membership Card is valid for admission to the Park during its operation days and operating hours within the Member's membership term, except for:
 - (a) private events;
 - (b) activities or events which require a separate admission charge; and
 - (c) block-out dates applicable to the respective membership tiers.

Different block-out dates apply to membership of different tiers. The operation days and operating hours of the Park and the prevailing block-out dates are set out in the Website, all of which are subject to change from time to time.

- 4.2. Admission to the Park is subject to the Park Rules and Regulations.
- 4.3. Members are required to obtain an advance reservation with his/her Personalised Membership Card for the day of his/her Park visit. Park visit reservations may not be made for block-out dates applicable to the membership in question. Park visit reservation of each tier and each type of membership is subject to a limited quota. Reservation will not be accepted once the respective quota is full and Park admission is not guaranteed.
- 4.4. Members must use his/her Personalised Membership Card that was used to make the park visit reservation to enter the Park. Members may also be required to present such photo identification as HKITP may from time to time require upon each entry into the Park for verification. Magic Access Certificates, or purchase or renewal confirmations are not valid for Park admission. HKITP may refuse admission to the Park if, in HKITP's determination, the Member's age, identity or eligibility for using the Personalised Membership Card cannot be verified by HKITP.

MAGIC ACCESS BENEFITS

5. Provision, redemption and use of benefits associated with the Magic Access Membership Program are subject to the following terms and other provisions of these Magic Access Terms and Conditions.
 - 5.1. Member must present his/her valid Personalised Membership Card and such photo identification as HKITP may require at the time of redemption and use of the Magic Access benefits. To use his/her digital Personalised Membership Card, after membership activation, Member must present his/her digital Personalised Membership Card stored in his/her digital wallet and/or Magic Access Member Site with all relevant information (including QR Code) thereon on his/her own mobile device.

The Child or Student Personalised Membership Card held by a Member aged below 16 must be presented by his/her parent, legal guardian or chaperone in the presence of the Child or Student Member. The Member's digital Personalised Membership Card may be stored in the digital wallet of the mobile device and/or the Magic Access Member Site of the Member's parent, legal guardian or chaperone, with all relevant information (including the membership card's QR code) thereon. HKITP may (a) require any person using Child or Student Personalised Membership Card to present such photo identification and provide such personal data as HKITP may require, and/or (b) refuse to provide or issue the Magic Access benefits if, in HKITP's determination, the identity or eligibility of the person redeeming or using the benefit cannot be verified by HKITP, or any circumstances described in paragraph 21 below occurs.

- 5.2. Benefits may be used by the Member only and are non-transferable. Benefits (including discounts) are for the Member's personal use only and must not be (a) sold, transferred, bartered or exchanged; (b) used to obtain, purchase or exchange for any items, services, discounts or other benefits; (c) used with the intent to resell such items, services, discounts or other benefits; or (d) used in any other way for commercial purpose or for profit.

- 5.3. In order to redeem benefits available to Members, a Member shall present his/her valid Personalised Membership Card and such personal identification as required by HKITP. Benefits may only be redeemed or used with the Personalised Membership Card held by the Member eligible for the benefit. Magic Access Certificates, or purchase or renewal confirmations are not valid for redemption of benefits.
- 5.4. If the benefit is conditional upon payment for goods or services, the Member must be the payer for such goods or services, except where the Member is a “Child” or “Student”, the payment may be made by the Member’s parent, legal guardian or chaperone.
- 5.5. Benefits are subject to the following:
- (a) validity periods and block-out dates of the benefit in question or the associated products, services or activities;
 - (b) availability of the benefit in question or the associated products, services or activities;
 - (c) operating hours, capacity, entry requirements and rules of the relevant attraction, facility or location;
 - (d) controls which may (a) limit the number, type, value, availability and other features of the benefits, goods and/or services in question, or (b) restrict the number or eligibility of Members to whom the benefit is offered (for example, certain benefits and features may be made available on a limited basis to a selected group of Members or there may be limits on the number of items a Member may purchase) (such controls are collectively referred to as “**Benefit Limits**”); and
 - (e) other applicable terms and conditions as HKITP may announce from time to time in these Magic Access Terms and Conditions, the Magic Access Benefits Terms and Conditions, the Website, the relevant advertisement, Member communication and/or notices or signage displayed at the attraction, facility or sales or service location.

Members acknowledge that HKITP may, in its absolute discretion, determine or change any aspect mentioned in this paragraph 5.5 at any time and from time to time without notice.

- 5.6. Unless expressly otherwise stated in writing by HKITP, benefits may not be used in conjunction with any other coupon, voucher, promotional offer or discount.
- 5.7. Without limiting the generality of the foregoing, the total amount (net of discount) on all merchandise purchases made by a Member shall be limited to HK\$10,000 per calendar month (such limit, “**Merchandise Limit**”). The Merchandise Limit shall apply to Members of any tier, regardless of the type and level of discount. Members shall be responsible for ensuring that the Merchandise Limit is not exceeded at any time during the membership term. Without prejudice to other rights of HKITP in these Magic Access Terms and Conditions, HKITP reserves the right to at any time without prior notice terminate or suspend the merchandise discount benefits to a Member whose merchandise purchase has exceeded the Merchandise Limit.
- 5.8. HKITP is not the supplier of the products and/or services provided by other merchants (collectively “**Other Merchants’ Offers**”), and such other merchants do not provide the Other Merchants’ Offers on behalf of, or as agent of, HKITP or any of its affiliates. HKITP gives no representation or warranty as to the Other Merchants’ Offers. To the maximum extent

permitted by applicable law, HKITP shall not be liable for any loss, cost, expense, charge, taxes, damage, claim, demand, proceeding, action, obligation or liability (including without limitation, any injury, damage, loss or expense of any nature) suffered by the Member or any other person resulting from or in connection with any Other Merchants' Offers. HKITP is not responsible for resolving any dispute arising from any Other Merchants' Offers. The provision and use of the Other Merchants' Offers may be subject to terms and conditions as determined by their suppliers.

- 5.9. **HKITP reserves the right to add to, delete and/or to vary the terms and conditions applicable to the benefits or to terminate or suspend the availability of any benefit at any time and from time to time without notice**, save and except that HKITP will give notice to the Member of any material change to the benefits in accordance with paragraph 23 below.

SALES AND UPGRADE

6. Magic Access membership is available for sale through such online and/or physical location(s) and channel(s) as HKITP may from time to time designate. The terms, conditions, procedures and requirements in these Magic Access Terms and Conditions (including without limitation those set out in paragraph 3.1 above) shall apply to and form part of the terms of the purchase transaction in question, regardless of the sales location or channel or selling party.
7. Magic Access membership purchased through the Website is further subject to the following conditions:
- 7.1. Guests must be aged 18 or above to conduct the purchase on the Website.
- 7.2. Guests must be the registered holder of the payment card or the registered user of the digital wallet used for the purchase through the Website.
- 7.3. Activation of membership and issue of Personalised Membership Card shall be further subject to the terms, conditions, procedures and requirements set out in the Website and the confirmation(s) issued for the purchase.
- 7.4. The confirmation issued for the purchase through the Website and the digital Personalised Membership Card issued before membership activation are not valid for Park admission or redemption of membership benefits.
8. Magic Access membership purchased in the form of a Magic Access Certificate is further subject to the following conditions:
- 8.1. The Magic Access Certificate is not valid for Park admission or redemption of membership benefits. Guest holding a Magic Access Certificate must redeem his/her Magic Access membership by completing registration and activation for his/her Magic Access membership in accordance with paragraph 3.1 above.
- 8.2. The last day to redeem Magic Access membership is printed on the back of the Magic Access Certificate. No Magic Access membership can be redeemed after the expiry date of the Magic

Access Certificate and the expired Magic Access Certificate shall become void without compensation, exchange or refund.

- 8.3. If a Magic Access membership is registered in accordance with paragraph 3.1.1 above but is not activated in accordance with paragraphs 3.1.2 and 3.1.3 above before the expiry date of the Magic Access Certificate, it will be activated automatically on the expiry date of the Magic Access Certificate, and such membership will expire one year from the expiry date of the Magic Access Certificate.
9. Guest may upgrade his/her valid Park ticket to a Magic Access membership by paying the applicable price difference, subject to the terms and conditions of the Park admission ticket in question and the following conditions.
 - 9.1. Park tickets may be upgraded to Magic Access membership during the validity period of the ticket on the day of visit only. Park tickets may not be upgraded to Magic Access membership after the date of Park visit or after the Park ticket's validity period, whichever is earlier.
 - 9.2. Park tickets may only be upgraded through the Website .
 - 9.3. Unless otherwise specified by HKITP, the applicable price difference will be calculated with reference to the purchase price of the Park ticket and the prevailing price of the Magic Access membership selected. If the selected type of membership is priced lower than the Park ticket to be upgraded, no refund will be made.
 - 9.4. For on-day Park ticket upgrade, only the guest may upgrade his/her Park ticket used for Park admission and become the Member and the Magic Access membership may not be transferred.
 - 9.5. Upgrade of Park tickets to Magic Access membership is subject to these Magic Access Terms and Conditions, the terms and conditions of the Park ticket and the terms and conditions of the upgrade benefit or offer (if any) in question. The terms, conditions, procedures and requirements in these Magic Access Terms and Conditions (including without limitation those set out in paragraph 3.1 above) shall apply to and form part of the terms of the ticket upgrade transaction in question.
 - 9.6. Park tickets specified as non-upgradable on the tickets or in their issue terms and conditions may not be upgraded. HKITP may from time to time determine, change or exclude the type(s) of Park tickets which may be upgraded to Magic Access membership.
 - 9.7. Except as otherwise specified by HKITP, membership issued upon ticket upgrade will be valid for one year starting from the date of the guest's first Park visit using the Park ticket. Park tickets used to upgrade to Magic Access membership shall become void without compensation, exchange or refund upon the purchase of such membership.
 - 9.8. HKITP reserves the right to refuse upgrading Park tickets to Magic Access membership or revoke upgraded Magic Access membership if, in HKITP's determination, (a) the Park ticket was not used by the guest for Park admission, (b) the Park ticket was acquired by unauthorized means, or (c) if the circumstance so require.

10. Member may, during the validity period of the original Magic Access membership, upgrade his/her membership to another membership tier by paying the applicable price difference through the Website subject to the following conditions:
 - 10.1. Guests upgrading their original membership tier must follow the requirements set out in paragraph 3.1 above. Members shall follow procedures stipulated by HKITP regarding the issue of the new Personalised Membership Card for the upgraded membership.
 - 10.2. The membership term of the upgraded membership will be the same as that of the original membership.
 - 10.3. Upon membership upgrade, benefits of the original membership tier will be replaced by the benefits of the upgraded membership tier. Unused benefits in the original membership tier will be void without compensation, exchange or refund.
11. Magic Access membership, Personalised Membership Cards and Magic Access Certificates are non-transferable, non-exchangeable and non-refundable, and cannot be redeemed for cash in whole or in part, or exchanged for other products, benefits or discounts.

MEMBERSHIP TERM

12. Each Magic Access membership and its associated membership term is valid for (i) one year starting from the activation date of the new Personalised Membership Card issued under paragraph 3.1 above, or (ii) in the case of membership renewed under paragraph 14 below, one year following the expiry date of the original membership term, except that:
 - 12.1. membership term of a membership upgraded from a Park ticket shall be determined in accordance with paragraph 9.7 above;
 - 12.2. membership term of a membership upgraded from an existing membership shall be determined in accordance with paragraph 10.2 above;
 - 12.3. membership term of a membership not activated within the timeframe specified in paragraph 3.1 shall expire 15 months after membership's purchase transaction, regardless of the activation date of the Personalised Membership Card;
 - 12.4. membership term of a membership purchased in the form of a Magic Access Certificate shall be determined in accordance with paragraph 8.3 above;
 - 12.5. where the membership term is expressly extended by HKITP in writing; or
 - 12.6. where the membership term is terminated pursuant to these Magic Access Terms and Conditions.

MEMBERSHIP RENEWAL

13. Member may renew his/her membership and his/her Child/Children's membership on the Website on or up to 60 days before the last day of the validity period of the original membership term.

14. To renew his/her membership, the Member may be required to update his/her photo at the Magic Access Member Site, and/or visit the designated membership activation location(s) in the Park in person, present his/her new Personalised Membership Card and such valid photo identification acceptable to HKITP, provide such personal data as HKITP may require, and follow such other procedures stipulated by HKITP. Upon issue of the Member's new Personalised Membership Card, his/her original Personalised Membership Card will be automatically deactivated and voided.
15. Unless otherwise expressly provided by HKITP to the contrary, the membership term of the renewed membership and the new Personalised Membership Card will be valid for one year after the last day of the validity period of the Member's original membership term, regardless of the actual date of the renewal request or the issue of the renewal confirmation.
16. No membership benefit pertaining to the renewed membership will be provided to the Member until his/her membership renewal is complete in accordance with paragraph 14 above and his/her new membership term has commenced in accordance with paragraph 15 above.
17. No change may be made to the name of the Member shown or recorded on the original Personalised Membership Card. The same name will be shown and recorded for the new Personalised Membership Card.
18. Any renewal benefit or offer is subject to the applicable terms and conditions determined by HKITP. Renewal benefits, if applicable, are non-transferrable, non-exchangeable and non-refundable.

ACCOUNT SECURITY; REPLACEMENT OF PHYSICAL MEMBERSHIP CARD

19. Each Member is solely responsible for maintaining the confidentiality of his/her membership information, including information in or associated with their Personalised Membership Card, Magic Access Member Site and/or MyDisney HK account, and for all activities that occur under their membership. HKITP shall not be liable for any unauthorized access and/or use of any Magic Access membership. Member shall promptly report any loss, theft or damage of physical Personalised Membership Card and any unauthorised access and/or use of any membership or Personalised Membership Card.
20. Requests to replace physical Personalised Membership Card are subject to the following conditions:
 - 20.1. The membership tier, membership type and membership term of the replaced Personalised Membership Card (as determined by HKITP's record) will be the same as that of the original Personalised Membership Card.
 - 20.2. Card replacement pursuant to this paragraph 20 is subject to the terms, conditions, procedures and requirements set out in these Magic Access Terms and Conditions, including without limitation paragraph 3.1 above.
 - 20.3. HKITP may decline to replace the Personalised Membership Card if, in HKITP's determination, the Member's age, identity or eligibility for the replacement Personalised Membership Card cannot be verified.
 - 20.4. A handling fee determined by HKITP from time to time will be charged for each card replacement.

- 20.5. HKITP reserves the right to accept or refuse the replacement request in its sole and absolute discretion.

GENERAL

21. Copy, duplicate, damaged or incomplete Personalised Membership Cards will not be accepted. Personalised Membership Cards are void if altered or tampered with. HKITP shall not be responsible for any loss, damage, forgery, theft or fraudulent or unauthorised access or use of any Personalised Membership Card. HKITP's record in relation to issue and usage of Personalised Membership Card and the corresponding membership shall be final and conclusive.
22. HKITP reserves the right at any time to refuse to accept, revoke and/or retain the Personalised Membership Card (and the corresponding membership), withhold, suspend or terminate any benefit associated with the Personalised Membership Card, in each case without refund or compensation if in its sole judgment any of the following circumstances has or is suspected to have arisen:
- 22.1. if the Personalised Membership Card is used for Park admission or redemption of benefits by any person other than the Member whose name is printed or shown on the Personalised Membership Card;
 - 22.2. if the guest holds more than one Personalised Membership Card or Magic Access membership (regardless of the tier and type of the Personalised Membership Card or membership) at the same time;
 - 22.3. if the Personalised Membership Card and/or its benefits are used for commercial or other unauthorised purposes;
 - 22.4. if any of these Magic Access Terms and Conditions, the Magic Access Benefits Terms and Conditions, the Park Rules and Regulations, the Hotel Rules and Regulations or any applicable laws or terms and conditions are violated or not fully complied with;
 - 22.5. for any behavior that is unsafe, illegal, offensive, disruptive, improper, undermines the normal operation of any part of the Resort or otherwise detracts from the experience of other guests;
 - 22.6. to ensure safety, security or order; or
 - 22.7. if HKITP considers that the circumstances so require.
23. In the event of disputes, HKITP reserves the right to make final judgment on the dispute and otherwise in respect of the Magic Access Membership Program.
24. HKITP reserves the right to add to, delete and/or to vary these Magic Access Terms and Conditions at any time and from time to time without notice, save and except that HKITP will give notice to the Member of any material change to these Magic Access Terms and Conditions in accordance with this paragraph 23.

Any notice given by HKITP to the Member of a material change in these Magic Access Terms and Conditions or the Magic Access Benefits Terms and Conditions may be sent by post, email, via SMS

message or by posting the material change on the Website. Publication of the material change by such means as HKITP may consider appropriate will also constitute effective notice to the Member. Where the Member is aged below 18, HKITP will give notice of the material change to the Member's parent or legal guardian. Use of the Personalised Membership Card or the benefits after the date upon which any material change is to have effect will constitute acceptance by the Member of such change, and the Member shall be bound by such change.

25. HKITP reserves the right to terminate or suspend the availability of Magic Access Membership Program or any part of the Magic Access Membership Program or its use by the Member at any time without any prior notice.
26. Except as specifically amended by the Personal Information Collection Statement set out in the application, registration or similar form(s), personal data collected in connection with the purchase, issue or use of the Magic Access membership, Personalised Membership Cards and Magic Access benefits will be held, processed and used in accordance with the applicable privacy policy set out in the Website. Copies of HKITP's privacy policy are also available upon request at any of HKITP's sales locations.
27. These Magic Access Terms and Conditions are subject to the interpretation of HKITP which shall be final and conclusive.
28. These Magic Access Terms and Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China.
29. In the event of any conflict or inconsistency between the English version and the Chinese version of these Magic Access Terms and Conditions, the English version shall prevail.
30. These Magic Access Terms and Conditions constitute an agreement between HKITP and each Member respectively. A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any term of this agreement.