

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.

Updated: September 20, 2023

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) **“Adult”**: guests aged 12-64;
 - (d) **“Senior”**: guests aged 65 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 membership, 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 Park’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. Card Issue

- 3.1. To have his/her Personalised Membership Card issued, the guest is required to visit designated card issue location(s) in person, present such valid photo identification acceptable to HKITP* and provide such personal data as HKITP may require, have his/her photograph taken, and follow procedures stipulated by HKITP. The full name printed on the photo identification must be the same as the one provided in the Magic Access Membership application form at the time of application. If guest prefers not to have his/her or his/her children's photo retained by HKITP after it is taken, he/she may, before card issue, ask a Cast Member about alternative verification arrangement as HKITP may provide from time to time#.

* The photo identification must be valid and bears the full name and a recent photo of the guest. Types of acceptable photo identification may include:

- (a) for Adult 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 stamps or student card) showing the guest's full-time student registration.

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 issue and each entry to the Park.

The requirements in this paragraph 3.1 shall apply to Personalised Membership Card which may be issued pursuant to paragraphs 6, 7, 8, 9, 10, 11, 15 and 19. HKITP may decline to issue the Personalised Membership Card if, in HKITP's determination, the guest's identity, age, or other eligibility for the membership cannot be verified by HKITP.

- 3.2. The name and photograph of the guest will be printed on the membership card and the name as printed cannot be changed. The membership card with the guest's name printed is referred to as a "**Personalised Membership Card**" and each guest holding a valid Personalised Membership Card is referred to as a "**Member**".
- 3.3. The Member's membership tier and membership type will be printed on the back of the Personalised Membership Card. In case of discrepancy between the information printed 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 return the Personalised Membership Card to HKITP upon request. HKITP may withdraw or revoke the Personalised Membership Card and replace it with another Personalised Membership Card.

4. Admission to the Park and Hotels

4.1. The Personalised Membership Card is valid for admission during the operation days and operating hours of the Park 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. Admission to a Hotel and use of the facilities there shall be subject to the Hotel 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 the 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. 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. HKITP may refuse to provide or issue the Magic Access benefits if, in HKITP's determination, the Member's identity or eligibility for 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 used to obtain or purchase items, services, discounts or other benefits with the intent to resell such items, services, discounts or other benefits. Benefits (including discounts) must not be sold, bartered or exchanged, or otherwise used to obtain or purchase items, services, discounts or other benefits with the intent to resell such items, services, discounts or other benefits.

- 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:
 - 5.5.1. validity periods and block-out dates of the benefit in question or the associated products, services or activities;
 - 5.5.2. availability of the benefit in question or the associated products, services or activities;
 - 5.5.3. operating hours, capacity, entry requirements and rules of the relevant attraction, facility or location;
 - 5.5.4. 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
 - 5.5.5. 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. Membership is available for sale at designated location(s) in the Park and/or the Hotels, guests purchasing the membership shall follow the requirements set out in paragraph 3.1 above, including, without limitation, the requirement to present his/her valid photo identification at the designated card issue location in person and have his/her photograph taken.
7. Guests may also purchase membership online through the Website subject to the following conditions:
- 7.1. Guests must be 18 years old or above to purchase tickets on the Website.
 - 7.2. Guests must be the authorized holder of the credit card used in the Website purchase.
 - 7.3. Guests may not use a virtual card for the Website purchase.
 - 7.4. The confirmation issued for the Website purchase is not valid for Park admission or redemption of membership benefits. Guests purchasing the membership shall follow the requirements set out in paragraph 3.1 above, including, without limitation, the requirement to present his/her valid photo identification at the designated card issue location in person and have his/her photograph taken.
 - 7.5. If more than one membership is purchased in a transaction, all guests named in the Website purchase confirmation must collect his/her Personalised Membership Card at the same time in person at location(s) designated in the confirmation. No membership or Personalised Membership Card will be issued if one or more guests named in the Website purchase confirmation is/are not present for card collection at the same time at the designated location.
 - 7.6. Guest(s) named in the Website purchase confirmation must redeem his/her Personalised Membership Card(s) within the validity period of the confirmation. No Personalised Membership Card will be issued after the confirmation expires.
8. Membership may be purchased in the form of a Magic Access Certificate, subject to the following conditions:
- 8.1. The Magic Access Certificate is not valid for Park admission or redemption of membership benefits. guests redeeming the Magic Access Certificate for his/her Personalised Membership Card shall follow the requirements set out in paragraph 3.1 above, including, without limitation, the requirement to present his/her valid photo identification at the designated card issue location in person and have his/her photograph taken.

- 8.2. The last day to redeem a Personalised Membership Card is printed on the back of the Magic Access Certificate. No Personalised Membership Card will be issued after the expiry date of the Magic Access Certificate.
9. Guest may upgrade his/her valid Park ticket to a membership by paying the price difference, subject to the following conditions:
 - 9.1. Park tickets may be upgraded to Magic Access membership during the validity period of the ticket at location(s) designated by HKITP from time to time on the day of visit only. Tickets may not be upgraded to Magic Access membership after the date of Park visit or after the ticket's validity period, whichever is earlier.
 - 9.2. The applicable price difference will be calculated with reference to the purchase price of the Park ticket and the prevailing price of the membership selected. If the selected type of membership is priced lower than the Park ticket to be upgraded, no refund will be made.
 - 9.3. Guests upgrading the Park ticket must follow the requirements set out in paragraph 3.1 above, including, without limitation, the requirement to present his/her valid photo identification at the designated card issue location in person and have his/her photograph taken.
 - 9.4. Only the guest upgrading the Park ticket may become the Member and the membership may not be transferred.
 - 9.5. Upgrade of Park tickets to membership is subject to these Magic Access Terms and Conditions and the terms and conditions of the Park ticket and the upgrade benefit or offer (if any) in question.
 - 9.6. 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 membership.
 - 9.7. Except as otherwise specified by HKITP in the terms and conditions applicable to the Park ticket and the upgrade benefit or offer (if any) in question, membership issued upon upgrade will be valid for one year starting from the date of the guest's first Park visit with the Park ticket.
 10. Member may, during the validity period of the original Magic Access membership, upgrade his/her membership to another tier by paying the price difference at designated location(s) subject to the following conditions:
 - 10.1. Guests upgrading their original membership tier must follow the requirements set out in paragraph 3.1 above, including, without limitation, the requirement to present his/her valid photo identification at the designated card issue location in person and have his/her photograph taken. 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 invalid without compensation, exchange or refund.

11. Magic Access membership, 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 or discounts.

MEMBERSHIP TERM AND RENEWAL

12. Each Magic Access membership and its associated membership term is valid for one year from the issue or renewal date of the Personalised Membership Card, except:
 - 12.1. membership term for membership upgraded from a Park ticket shall be determined in accordance with paragraph 9.7 above;
 - 12.2. membership term for membership upgraded from an existing membership shall be determined in accordance with paragraph 10.2 above;
 - 12.3. where the membership term is expressly extended by HKITP in writing; or
 - 12.4. where the membership term is terminated pursuant to these Magic Access Terms and Conditions.
13. Member may renew his/her membership on, or up to 60 days before, the last day of the validity period of the original membership term. Any renewal benefit or offer is subject to the applicable terms and conditions determined by HKITP. Renewal benefits, if applicable, are non-transferable, non-exchangeable and non-refundable.
14. Member may renew his/her membership by one of the following means:
 - 14.1. Member may renew his/her membership in person at the ticket booths at the Main Entrance of the Park.
 - 14.2. Member staying at the Hotels may renew his/her membership in person at the Hotel front desks.
 - 14.3. Member may also renew his/her membership and his/her Child/Children's membership through the Website or the Hong Kong Disneyland Reservation Center at +852 1-830-830. A confirmation will be issued to the Member upon HKITP's acceptance of the renewal request. Member is required to visit the location specified in paragraph 14.1 or 14.2 with the confirmation to collect the new Personalised Membership Card for the renewed membership. If more than one Members' membership is renewed in a transaction, all Members named in the renewal confirmation must collect his/her Personalised Membership Card at the same time in person at the designated location. No Personalised Membership Card will be issued if any Member named in the renewal confirmation is not present to collect his/her new Personalised Membership Card collection at the same time at the designated location.
15. Membership renewal is subject to the requirement set out in paragraph 3.1 above, including, without limitation, the requirement that the Member must present his/her valid photo identification at the designated card issue location in person and have his/her photograph taken. When collecting the new Personalised Membership Card, Member must present his/her original Personalised Membership Card and such photo identification and provide such personal data as HKITP may require. The original Personalised Membership Card will be collected by HKITP upon renewal. Members shall follow procedures stipulated by HKITP regarding the issue of the new Personalised Card for the renewed membership.

16. Unless otherwise expressly provided by HKITP to the contrary, the membership term of the renewed membership and the new Personalised 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, the issue of the renewal confirmation or the Personalised Membership Card collection.
17. If Member renews his/her Magic Access membership to the same or higher tier, his/her original Personalised Membership Card will cease to be valid upon renewal, regardless the original expiry date of the membership term before renewal. The Member must redeem his/her new Personalised Membership Card before admission to the Park or redeeming or using any Magic Access benefits.
18. Only Personalised Membership Card will be issued upon renewal of membership. No change may be made to the name of the Member printed or recorded on the original Personalised Membership Card. The same name will be printed and recorded for the new Personalised Membership Card. Magic Access Certificate will not be issued.

REPLACEMENT OF CARD

19. Member shall promptly report any loss, theft or damage of Personalised Membership Cards. Personalised Membership Cards may be replaced subject to the following conditions:
 - 19.1. 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.
 - 19.2. Card replacement pursuant to this paragraph 19 is subject to the requirement set out in paragraph 3.1 above, including, without limitation, the requirement for the Member to present his/her valid photo identification at the designated card issue location in person and have his/her photograph taken. Members will be required to provide photo identification for verification during the replacement process. 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.
 - 19.3. A handling fee determined by HKITP from time to time will be charged for each card replacement.

GENERAL

20. Copy or duplicate Personalised Membership Cards will not be accepted. Personalised Membership Card are void if altered or tampered with. HKITP shall not be responsible for any loss, damage, forgery, theft or fraudulent or unauthorised 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.
21. 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:
 - 21.1. if the Personalised Membership Card is used for Park admission or redemption of benefits by any person other than the guest whose name is printed on the Card;

- 21.2. 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;
 - 21.3. if the Personalised Membership Card and/or its benefits are used for commercial or other unauthorised purposes;
 - 21.4. 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 are violated or not fully complied with;
 - 21.5. 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;
 - 21.6. to ensure safety, security or order; or
 - 21.7. if HKITP considers that the circumstances so require.
22. 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.
23. 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 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.
24. 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.
25. 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.
26. These Magic Access Terms and Conditions are subject to the interpretation of HKITP which shall be final and conclusive.
27. 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.

28. 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.
29. 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.