Magic Access Acquisition Offer ("Offer") for LCSD's Museum Pass Terms & Conditions

- 1. The Offer is valid from September 1, 2022 to August 31, 2024 ("Promotion Period").
- 2. The Offer is only available to guests who are holders of any one type of valid Museum Passes ("Museum Pass") issued by the Leisure and Cultural Services Department of HKSAR Government ("Eligible Guests").
- 3. All Eligible Guests warrant that they have read these Terms and Conditions carefully. Each Eligible Guest signals his/her complete acceptance and full understanding of these Terms and Conditions by participating in this Offer. In the event of any dispute regarding these Terms and Conditions, conduct, results and all other matters relating to this Offer, the decision of Hongkong International Theme Parks Limited ("HKITP") shall be final.
- 4. HKITP reserves the right to disqualify any Eligible Guest if HKITP has reasonable grounds to believe that the Eligible Guest has breached any of these Terms and Conditions. HKITP may, at its discretion with or without cause, refuse to admit any person or persons to the Hong Kong Disneyland Park (the "Park") at any time.
- 5. Subject to these Terms and Conditions and availability, each Eligible Guest will be entitled to purchase one (1) Magic Access on the following applicable discount:
 - a) HK\$60 discount off the Published Price of any General (formerly known as "Adult") Magic Access during the Promotion Period.
 - b) HK\$50 discount off the Published Price of any Child Magic Access during the Promotion Period.
 - c) HK\$50 discount off the Published Price of any Student Magic Access during the Promotion Period.
 - d) HK\$40 discount off the Published Price of any Senior Magic Access during the Promotion Period.

For the purposes of these Terms and Conditions, any Magic Access purchased under this Offer shall be referred to as "Discounted Magic Access"; and the price of Magic Access as published on the Hong Kong Disneyland website www.hongkongdisneyland.com (the "Website") shall be known as the "Published Price".

- 6. During the Promotion Period, each Eligible Guest may only purchase one Discounted Magic Access which will be personalized with details of the Eligible Guest. To participate in this Offer, each Eligible Guest is required to purchase his/her Discounted Magic Access personally, present his/her valid Museum Pass and such personal identification* and provide such personal data as HKITP may require at the time of purchase. The name of the Eligible Guest, the same as on Museum Pass, will be printed on the Discounted Magic Access Personalized Membership Card and the name as printed cannot be changed. HKITP may refuse admission to the Park if in HKITP's determination the identity of the Eligible Guest cannot be verified by HKITP.
 - *Examples of personal identification include but are not limited to: HKID Card, passport or other photo identification (for Children aged 3 to 11: school handbook, or birth certificate together with other photo identification; for full-time students aged 12 to 25: school handbook or full-time student card with photo identification).
- 7. All guests are required to make reservation with valid tickets or membership cards before visiting the Park. Park visit reservation of each type of ticket or membership card is subject to a limited quota. Reservation will not be accepted once the respective quota is full.
- 8. The Offer is only applicable for purchase of new Magic Access. This Offer is not applicable for purchase of Magic Access certificate, renewal and/or upgrade of any type of Magic Access. This Offer cannot be used in conjunction with other ticket promotions or discounts.
- 9. The Offer is only available at the ticket booths at the Main Entrance of the Park. The Offer is not available at online or other ticket sales locations.
- 10. HKITP reserves the right to (i) amend or supplement these terms and conditions; (ii) change the prices and validity for any tickets, tours, offers, promotions; (iii) designate or change any block-out dates and (iv) terminate or suspend the availability of any offer, discount or promotion, in each case, at any time and from time to time without prior notice.
- 11. This Offer and the issuance and use of Discounted Magic Access and admission to the Park or other parts of the Resort there are each subject to (i) these terms and conditions and the General Terms and Conditions at www.hongkongdisneyland.com/ticket-general-terms-conditions/, (ii) the "Magic Access Terms and Conditions" and "Magic Access Benefits Terms and Conditions" which are set out on the www.hongkongdisneyland.com/magic-access-members/ ("Member Site"); (iii) the rules and regulations applicable to the location or facility in question (including without limitation, the Rules and Regulations of the Park) which are set out on the Website, and (iv) all other requirements, restrictions and changes determined by HKITP in its sole discretion without advance or further notice. 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 requirement or the mode of operation (including but not limited to operating hours) of the Resort or any hotel, location, attraction, show, shop, restaurant, facility or amenity thereat, (c) close or adjust the operation for any period the Resort or any part of it, (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 Resort or any part of it, (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.

- 12. Discounted Magic Access is not for re-sale, non-transferable, non-refundable and non-exchangeable, either in whole or in part, for cash or any other items.
- 13. The Offer is made, and 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 ("HKSAR") only. The Offer may only be redeemed in the HKSAR in person by Eligible Guests at the locations specified in Sections 10 above. HKITP makes no representation that participation in this Offer is appropriate or available in other locations and this Offer is void in any jurisdiction where participation in such Offer is prohibited or restricted by law. Those who choose to participate in this Offer do so on their own initiative and are responsible for compliance with local laws, if and to the extent they are applicable.
- 14. These Terms and Conditions are subject to the interpretation of HKITP which shall be final and conclusive.
- 15. In the event of any conflict or inconsistency between the English version and the Chinese version of these Terms and Conditions, the English version shall prevail.
- 16. These Terms and Conditions shall be governed by and construed in accordance with the laws of the HKSAR.
- 17. These Terms and Conditions constitute an agreement between HKITP and the person making the purchase with HKITP in the designated sales location(s) (including the Website). 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.

Personal Information Collection Statement

Personal data collected in connection with this Offer may be used for the processing of requests or enquiries, enforcing the terms of the commercial dealings, our internal business and administrative purposes, or other directly related purpose, or for legal, safety or security purposes. Provision of personal data for the mandatory fields is necessary. If you do not provide such personal data, we may not be able to provide you with the products or services you requested. Personal data may be transferred to third parties involved in fulfilling the aforesaid purposes, or such other persons as required by law. A list of classes of persons to whom such personal data may be transferred can be found at www.hongkongdisneyland.com/personal-data-transferees. You may request access to, and request the correction of, your personal data held by us. Such requests may be made by sending an email to our Personal Data Manager at personaldata@hongkongdisneyland.com.

<u>持有康文署「康樂及文化事務署博物館通行證」購買「奇妙處處通」可享折扣優惠(「優惠」)</u> 條款及細則

- 1. 此優惠適用於 2022 年 9 月 1 日 至 2024 年 8 月 31 日 (「**優惠期**」)。
- 2. 此優惠只適用於持有由香港特別行政區政府轄下康樂及文化事務署發出之各類有效博物館通行證(「博物館通行證」)之賓客(「合資格賓客」)。
- 3. 所有合資格賓客保證已經細閱此條款及細則。每位合資格賓客同時表示完全同意此條款及細則。如對此優惠有關的條款及細則及 其他事宜有任何爭議,香港國際主題樂園有限公司(「本公司」)就爭議的任何問題擁有最終決定權。
- 4. 如本公司有合理理由相信合資格賓客違反本條款及細則,本公司保留取消其享用樂園門票優惠之權利。本公司保留酌情決定因任何原因拒絕任何人在任何時間進入香港迪士尼樂園(「**樂園**」)的權利。
- 5. 優惠受制於條款及細則約束,及視乎供應情況而定,每位合資格賓客將可根據以下折扣優惠購買一個「奇妙處處通」會籍:
 - 甲. 在優惠期內以正價購買任何類別的標準(前稱「成人」)「奇妙處處通」會籍,可享有港幣\$60之折扣優惠。
 - 乙. 在優惠期內以正價購買任何類別的小童「奇妙處處通」會籍,可享有港幣\$50之折扣優惠。
 - 丙. 在優惠期內以正價購買任何類別的學生「奇妙處處通」會籍,可享有港幣\$50之折扣優惠。
 - 丁. 在優惠期內以正價購買任何類別的長者「奇妙處處通」會籍,可享有港幣\$40之折扣優惠。

限制於此條款及細則的目的,凡使用此折扣優惠購買的任何「奇妙處處通」會籍將一概稱為「特價奇妙處處通」會籍;而刊載於香港迪士尼樂園網站 www.hongkongdisneyland.com(「網站」)之「奇妙處處通」會籍價格應稱為「正價」。

- 6. 每位合資格賓客於優惠期內只可購買一個「特價奇妙處處通」會籍;而「特價奇妙處處通」會籍將載有合資格賓客的個人資料。 如欲享用折扣優惠,每位合資格賓客於親自購買「特價奇妙處處通」會籍時須出示其有效之博物館通行證,提供本公司指定的個 人身份證明*以及個人資料。「特價奇妙處處通」個人會員卡上將印有與「博物館通行證」相同的姓名,並不可更改。若本公司無 法核實合資格賓客之身份,本公司可拒絕其進入樂園。
 - *個人身份證明包括但不限於:香港身份證、護照或其他附有相片之身份證明文件(3 至 11 歲之小童可出示學生手冊、或出世證明連同其他附帶照片的身份證明;12 至 25 歲之全日制學生,需出示學生手冊或附有相片之學生證)。
- 7. 所有賓客須在到訪樂園前以持有有效的門票或會員卡作入園預約。每個類別之門票或會員卡之預約均受配額限制。當個別類別的 名額已滿,將不再接受預約。
- 8. 「奇妙處處通」折扣優惠只適用於購買全新「奇妙處處通」會籍,並不適用於購買「奇妙處處通」禮券,為任何類別「奇妙處處 通」會籍續期或升級。此優惠不可與其他門票推廣優惠或折扣優惠一併使用。
- 9. 此優惠只適用於樂園正門入口的售票處。此優惠並不適用於網點或其他門票銷售地點。
- 10. 本公司有權在不作事先通知的情況下隨時及不時 (i) 修訂或補充此條款及細則; (ii) 更改任何門票、導賞團、優惠或推廣項目的價格及有效期; (iii) 指定或更改任何不適用日子及 (iv) 終止或暫停任何優惠、折扣或推廣項目。
- 11. 此優惠及「特價奇妙處處通」之發出及使用,及進入樂園或度假區的其他部分均受限於(i)此等條款及細則及於www.hongkongdisneyland.com/ticket-general-terms-conditions/上之一般條款及細則,(ii)載於會員專頁www.hongkongdisneyland.com/magic-access-members/(「會員專頁」)的「奇妙處處通」條款及細則及「奇妙處處通」優惠條款及細則;(iii)於網站中所示適用在相關地點或設施之規則(包括但不限於樂園之規則),及(iv)本公司自行酌情決定而不作事先或另行通知的所有其他要求、限制及更改。本公司可不時,而不作事先通知及退款或賠償,(a)制定或修改度假區全部或其任何部分應遵守的規則,(b)更改或調整度假區或任何酒店、地點、遊樂設施、表演、商店、餐廳、設施或活動設施的進入要求及營運模式(包括但不限於營運時間),(c)於任何時段關閉或調整度假區或其任何部分運作,(d)修改、搬遷、翻新或更換地點、遊樂設施、表演、商店、餐廳、設施或活動設施;(e)限制進入度假區或其任何部分的人士之數目、類別或資格,(f)暫停或取消任何遊樂設施、表演、設施、活動設施或娛樂或營銷項目、優惠或活動,及/或(g)設定購買任何產品的限額或使用任何服務或設施,在任何一情況下因容量、惡劣天氣、特別活動等原因,以確保安全、健康、保安或秩序,或符合法例要求,或如本公司認為該情况有如此要求。
- 12. 「特價奇妙處處通」會籍均不可全部或部分轉售、轉讓、退款及退換,以兌換現金或換取任何其他產品。
- 13. 此優惠乃根據中華人民共和國香港特別行政區(「**香港**」)之法律所訂定。合資格賓客可按照上述第 10 條內所指定位於香港的 地點換領此優惠。本公司並不對此優惠於其他地區之合適性或是否有所提供此優惠作出任何陳述。此外,假若此優惠之參與於某

區域被禁止或視為違法,此優惠將被視為無效。參與此優惠之人士均為自發性參與,並須負責遵守當地法律(如適用及以該等法律範圍為限)。

- 14. 本公司擁有對此等條款及細則最終之解釋權。
- 15. 以上條款及細則以英文及中文編寫,中英文本如有歧異或矛盾,概以英文本為準。
- 16. 以上條款及細則受香港之法律所管限並須根據香港之法律解釋。
- 17. 此等條款及細則構成本公司與於指定銷售地點(包括網站)從本公司購買此等條款及細則所述之產品或服務的人士之間的協議。 任何不屬於該協議的立約方的人士於合約(第三者權利)條例(香港法例第 623 章)下不享有任何權利強制執行該協議任何條款。

個人資料收集聲明

在此優惠下收集的個人資料可能被用作與處理您的要求或查詢、執行我們於商務交易上的條款、用於我們的內部業務和行政目的或其他直接相關的目的,或法律、安全或保安目的。我們需要您就必須填寫的欄目提供個人資料,以向您提供您所要求的產品或服務。所收集的個人資料,可被移轉給參與履行上述目的的第三方、或法律要求的其他人。您可於 www.hongkongdisneyland.com/zh-hk/personal-data-transferees 參閱個人資料承讓人名單。有關本聲明的查詢或要求存取或修改我們管有的您的個人資料,請透過電郵聯絡個人資料經理 personaldata@hongkongdisneyland.com。