

DEED OF AUTHORIZATION

Name: _____ Age: _____ Phone: _____

Address: _____ City/State: _____

Name of Magic Access Member making submission (“**Submitter**”): _____

Magic Access Membership Card No. of Submitter: _____

TO: Hongkong International Theme Parks Limited, Hong Kong Disneyland Management Limited and The Walt Disney Company and their respective affiliates, subsidiaries and assigns (collectively referred to as “**Disney**”)

I, the first-mentioned person named above hereby agree that in consideration of your allowing me the opportunity to be featured in the activity known as “CELEBRATE YOUR STORY – 20th Anniversary Magic Access Member Stories”, which involves the Submitter submitting my content to Hong Kong Disneyland for a chance to win designated prizes (“**Participation**”):

1. Disney is irrevocably granted the right to (1) use and exploit any and all materials (including without limitation, text, images, photographs, sounds, videos and/or multi-media recordings) featuring my name, voice, likeness, appearance, autograph and/or biography submitted by the Submitter for the Participation (collectively referred to as “**Material**”) for advertising, promotional and marketing purposes and for any other purpose whatsoever, and in any and all media and in any and all format as Disney may see fit; and (2) (if required by Disney) interview and photograph me in connection with the Participation, have my appearance and interview being made into text, images, photographs, sound, video and/or multi-media recordings (collectively referred to as “**Disney Recording**”), and use and exploit the Disney Recording, as provided under this Deed of Authorization.

I hereby absolutely, unconditionally and irrevocably (i) grant to Disney a non-exclusive, royalty-free, worldwide, perpetual, transferable and sub-licensable license to use and exploit the Material for advertising, promotional and marketing purposes and for any other purpose whatsoever, and in any and all media and in any and all format as Disney may see fit; and (ii) assign to Disney any and all of my intellectual property and other rights and interests in respect of the Disney Recording. The rights granted to Disney pursuant to the foregoing in respect of the Material and the Disney Recording include, without limitation, all of the following rights without any requirement to obtain my further consent or to provide further notice or any payment to me (or to any person or entity) where applicable:

- (a) the right to make copies of the Material and the Disney Recording or any part thereof in any form and media;
- (b) the right to reproduce the Material and the Disney Recording, as well as photographs and images of myself, in any media;
- (c) the right to issue to the public copies of the Material and the Disney Recording;
- (d) the right to make available to the public by wire or wireless means (such as by means of the Internet) copies of the Material and the Disney Recording;
- (e) the right to play or show the Material and the Disney Recording in public;
- (f) the right to broadcast the Material and the Disney Recording or to include it in a cable programme service;

- (g) the right to edit, change, modify, alter, adapt and create derivative works from the Material and the Disney Recording in any way, and the right to use and exploit the resulting work products, which shall be owned by Disney, in any way and for any purposes (including, without limitation, the rights set out in (a) to (h) hereof with respect to such resulting work products); and
- (h) to the maximum extent permitted by applicable law, all other rights that may arise from the Material and the Disney Recording in any jurisdiction.

I hereby unconditionally and irrevocably waive in relation to the Material and the Disney Recording all moral rights and rights of a similar kind (including, without limitation, the right to be identified as author and the right to object to derogatory treatment of works) and undertake not to assert such rights against Disney.

2. I hereby also unconditionally and irrevocably grant Disney the right to use, and consent to Disney's use (if any) of, my full name, any aliases, social media account names, autograph, biographical data, voice, and reproductions or renderings of my physical likeness (as the same may appear in any still camera photograph, video, and/or any other form) (collectively, "**Names & Likeness**"), in whole or in part, throughout the world, in all media and languages, whether now known or hereafter devised, in connection with the Participation, the Material and/or the Disney Recording, all without further notice to me or to any person or entity, with or without attribution or credits, and without the requirement of any permission or payment to me or to any other person or entity. Disney may also edit my appearance as Disney may see fit in its sole discretion. I hereby grant to Disney all consents and permissions, including any consents and permissions under any relevant performance protection legislation that would otherwise be necessary to enable Disney to make the fullest use and exploitation of the Participation, the Material and the Disney Recording.
3. Without limiting the foregoing and for the avoidance of doubt, Disney may use (but nothing herein requires Disney to use) the Material and the Disney Recording, as well as my name, voice, likeness, appearance, autograph and biography in any medium in advertising and for purposes of trade in connection with any theme parks, products, services, business or attractions directly or indirectly owned, operated, licensed or controlled, in whole or in part, by Disney.
4. I understand and agree that no payment or other compensation shall be payable by Disney in connection with the Material, the Disney Recording or this Deed of Authorization, and that the Material and the Disney Recording may be used in any manner (or not used at all) and for any purpose by Disney.
5. To the maximum extent permitted by applicable law, I hereby release and discharge Disney from any and all claims, demands, compensation, and causes of action, of every kind and nature, which I now have or may hereafter have or acquire in connection with the use and/or exploitation of the Material, the Disney Recording and the Names & Likeness, as well as the exercise of any other rights granted to Disney under this Deed of Authorization.
6. I represent, warrant and undertake to Disney that:
 - (a) I have the full power, legal capacity and authority to execute and perform my obligations under this Deed of Authorization, including the right to grant each and every right granted by me herein;
 - (b) if I am the Submitter, I am the original author and sole owner of the Material, and have obtained or will obtain any and all applicable rights and/or releases for Disney's use and exploitation of the Material as contemplated in this Deed of Authorization, and will provide Disney with all such rights and/or releases upon Disney's request;
 - (c) if the Material contains personal information (such as name, contact information), portrait or other content of or related to any other person, I have obtained the prior explicit authorization of any and all relevant persons as required by all applicable laws, so that Disney and/or its affiliates have the right to process such information in accordance with this Deed of Authorization;
 - (d) the Material does not and will not contain or use any third-party content or any materials created, generated

or processed by any artificial intelligence software, application, system, technology (including, but not limited to ChatGPT, Stable Diffusion, Dall-e) or similar means, unless Disney's prior written consent has been obtained;

- (e) the Material does not and will not infringe or violate any rights of any third party (including, without limitation, any copyright, trade mark, any right of privacy or publicity, moral right, patent, or any other intellectual property or related right) or any applicable laws or regulations, and it does not and will not defame or libel any person or entity. The Material will not contain, or be placed adjacent to or be linked to, any content related to (i) liquor of any kind (hard, beer, wine), (ii) tobacco, (iii) firearms, (iv) drugs, (v) politics, (vi) sexually explicit images, (vii) sensationalism, (viii) death, (ix) potentially slanderous or libelous content, (x) vulgar language or proxies for vulgar language (e.g., "X@#%!"), (xi) gambling, (xii) violence (xiii) contraceptives and/or adult-oriented prescription drugs, (xiv) discrimination, (xv) illegal activities or any materials that infringe or assist others to infringe any right of a third party, (xvi) images or content that is in any way unlawful, harmful, threatening, defamatory, obscene or harassing, (xvii) content that denigrates, demeans or otherwise disparages Disney or a third party, and/or (xviii) any other content that may impair Disney's image and reputation;
- (f) the Material does not and will not contain any viruses, bugs, spyware, time-outs, remote accessibility or any programming routines that detrimentally interfere with or corrupt equipment, software, networks or data;
- (g) I have not heretofore made, and will not hereafter enter into or accept, any engagement, commitment or agreement with any person or entity that will, does or could conflict with this Deed of Authorization;
- (h) unless with Disney's prior written consent, I will not post the Material on any websites or platforms other than on my own social media accounts; and
- (i) I have complied and will comply with all applicable laws and regulations in connection with the Material, the Disney Recording, the Participation and my performance of the terms of this Deed of Authorization.

Notwithstanding the foregoing, I will not use, include or incorporate in any way any content (including, without limitation, music, images and photographs) that belongs to a third party in any Material unless with Disney's prior written consent. I agree and undertake to remove (and procure the removal of) any Material which Disney may at any time consider to be objectionable in its sole discretion from any or all of my social media accounts as well as any other relevant websites or platforms upon request by Disney.

- 7. I agree and undertake to comply with all applicable consumer protection and advertising laws and regulations, including, but not limited to, the Advertising Law and the Internet Advertising Management Measures of the People's Republic of China and the Trade Descriptions Ordinance (Chapter 362 of the Laws of Hong Kong), and all directions and guidelines provided by Disney (if any) in connection with the Material, the Disney Recording and the Participation. Specifically, I understand and acknowledge that I have the legal obligations to provide true and non-misleading information and to identify the commercial intent of the Material by disclosing the acceptance/payment of any valuable consideration relating thereto.
- 8. I agree and undertake not to use the name "Disney" or the name of any Disney affiliates, or any trade mark or other intellectual property rights of Disney, other than as expressly authorized by Disney with respect to the Material and strictly in accordance with all requirements and guidelines imposed or provided by Disney (if any).
- 9. I agree to keep any and all confidential information of Disney that I may acquire in connection with the Participation or this Deed of Authorization confidential, and I agree not to disclose any such confidential information to any third party without the prior written consent of Disney. I further agree not to issue or permit the issuance of any press release or other publicity regarding, or make any public statements or communications concerning, this Deed of Authorization or its terms, without prior written approval from Disney, which may be granted or withheld in Disney's sole discretion.
- 10. I agree that all ideas or suggestions I may submit or otherwise communicate (by or on behalf of myself) to Disney shall immediately become the sole property of Disney to do with as it wishes, and I hereby assign all rights (including all intellectual property rights) that I might have or acquire in them (collectively "Ideas") to Disney. I also hereby

unconditionally and irrevocably waive in relation to the Ideas all moral rights and author's rights of a similar kind. I understand and agree that no payment or other compensation shall be payable by Disney in connection with any Ideas whether or not the Ideas are implemented, and that any Ideas may be used in any manner (or not used at all) and for any purpose by Disney. Disney is not obliged to give me or any person credit or other acknowledgement on or in connection with the Ideas.

11. I agree to indemnify Disney against all actions, proceedings, losses, claims, demands, damages, liabilities, costs and expenses of whatever nature arising directly or indirectly from or in connection with any breach or alleged breach by me of any representations, warranties or other provisions in this Deed of Authorization.
12. I undertake to execute (or procure the execution of) all such documents and do (or procure to be done) all things as Disney may require for the purposes of evidencing or perfecting any grant of rights, or protecting or enforcing any rights granted, under this Deed of Authorization.
13. The rights granted to Disney under this Deed of Authorization may be freely assigned or licensed by Disney without my prior consent.
14. I acknowledge and agree that this Deed of Authorization constitutes the entire agreement and complete understanding of the parties in respect of the subject matter hereof, and cannot be modified except by a written instrument signed by me and an authorized representative of Disney; that all prior or contemporaneous promises, understandings and agreements in respect of the subject matter hereof, oral or written, are merged into and included in this written instrument; and that no officer, employee, or representative of Disney has made any representation or promise, express or implied, in connection with the subject matter hereof which is not contained herein.
15. Nothing contained in this Deed of Authorization shall be construed or have effect as constituting any relationship of employer and employee between Disney and me. I acknowledge and agree that I am an independent contractor and I am not entitled to hold myself out as having any authority to represent Disney or commit Disney to any legally binding arrangement.
16. The terms of this Deed of Authorization are governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**"). In case of any disputes, the parties agree to submit to the non-exclusive jurisdiction of the Courts of Hong Kong.
17. This Deed of Authorization constitutes an agreement between myself and Disney. A person who is not a party to this Deed of Authorization 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 Deed of Authorization.
18. This Deed of Authorization shall be in full force and effect as of the first date of my Participation.

To complete your Participation, please check all checkboxes below to signify your authorization.

- I certify that my Participation and execution of this Deed of Authorization is completely voluntary, that I have read the foregoing and fully understand the meaning and effect of same, and intending to be legally bound.
- I acknowledge and agree that the personal information (which may contain sensitive personal information such as photos and videos) of myself (and that of other persons, if applicable) will be transferred outside of Mainland China (including Hong Kong and/or other regions outside the Mainland of the People's Republic of China) for processing.
- I acknowledge and agree that the personal information collected by Disney may be transferred to publicity or marketing agencies or other third parties involved in fulfilling the purposes of this Deed of Authorization, or

other relevant persons as required by law.

I execute this Deed of Authorization this _____, 20_____.

SIGNED, SEALED AND DELIVERED AS A DEED BY:

In the presence of:

Signature

Full Name: _____

Signature

Name: _____

Title: _____

Date: _____

CONSENT OF PARENT OR GUARDIAN (if participant is aged below 18)

I am the parent or legal guardian of the minor who has executed the foregoing authorization. I hereby give my express irrevocable consent to this authorization.

SIGNED, SEALED AND DELIVERED AS A DEED BY:

In the presence of:

Signature

Full Name: _____

Signature

Name: _____

Title: _____

Date: _____

Personal Information Collection Statement

Personal data collected in this Deed of Authorization may be used for verifying your identity, processing your Participation, requests or enquiries, enforcing the terms of our commercial dealings, internal business and administrative purposes or other directly related purpose, or for legal, safety or security purposes. Provision of personal data is necessary, without which we may not be able to process your Participation. Personal data may be transferred to members of The Walt Disney Family of Companies and third parties involved in fulfilling the aforesaid purposes, or such other persons as required by law. A list of classes of persons to whom your personal data may be transferred can be found at <https://www.hongkongdisneyland.com/privacy-legal>. By executing this Deed of Authorization, you agree to the use and transfer of such personal data described in this statement, including the transfer of such personal data to places outside Hong Kong. By submitting the Materials, you consent to the processing (including but not limited to retention, use and transmission) of your personal data as described in this statement, including the transfer to Hong Kong and/or other regions outside Mainland China. Questions about this statement and requests for access to and correction of your personal data held by us may be sent to the Personal Data Manager at personaldata@hongkongdisneyland.com. “The Walt Disney Family of Companies” includes Hongkong International Theme Parks Limited, Hong Kong Disneyland Management Limited, The Walt Disney Company and all of its subsidiaries and affiliated entities.