

Gift of Happiness: Hong Kong Disneyland 20th Anniversary Magical Ticket Donation - Terms and Conditions

Overview

1. The Gift of Happiness: Hong Kong Disneyland 20th Anniversary Magical Ticket Donation (“**Program**”) is organised by Hongkong International Theme Parks Limited (“**HKITP**”) to provide admission tickets (“**Tickets**”) to the Hong Kong Disneyland Park (“**Park**”) to designated beneficiaries or beneficiary groups through projects (“**Projects**”) organised by an eligible Organisation (as defined below) and approved by HKITP.
2. To be eligible for the Program, the “**Organisation**” must be, at the time of the Program application and throughout the Project:
 - (a) established for purposes which are exclusively charitable and non-profit making;
 - (b) registered on the list of approved charitable institutions or trusts of a public character, being exempt from tax under section 88 of the Inland Revenue Ordinance; and
 - (c) the organiser of the Project.

Application process

3. The applying Organisation is required to complete and submit such form(s) and such information, documents and/or materials as HKITP may require during the prescribed application period. Applications not submitted in accordance with HKITP’s requirements may not be considered.
4. By submitting application for the Program, the Organisation:
 - (a) agrees to be bound by all applicable terms and conditions applicable to the Program, including these Terms and Conditions and the Program’s “Application Guidelines”;
 - (b) agrees to the Personal Information Collection Statement for the Program, and has obtained all consents from all relevant individuals (or their parent or legal guardian) for the collection and use of his/her personal data in accordance with the Personal Information Collection Statement;
 - (c) represents and warrants that all information, documents and materials it provided to HKITP (including the Project information) are and will remain true, accurate and not misleading throughout the Project, and any subsequent change will be promptly notified to HKITP;
 - (d) represents and warrants that the person submitting the application is authorised to submit the application and accept these Terms and Conditions on the Organisation’s behalf.

Use of Tickets

5. Tickets may only be used for the Project and by the intended beneficiaries or beneficiary groups, strictly in accordance with the information submitted during the application and all terms of approval as HKITP may impose on the Project. Tickets may not be sold or used for any marketing, publicity, commercial, business or any other purposes, or by any person not approved by HKITP.
6. The completed "Attendance list" should be submitted five (5) days prior to the visit day. HKITP reserves the right to conduct checks on the visit date to confirm its accuracy.
7. Tickets are day-stamped and beneficiaries are required to visit on the assigned day. Guests must present his/her Ticket and such other personal identification as HKITP may require upon Park admission. Individual Ticket holders who do not follow the required admission arrangements may not be admitted.
8. HKITP may refuse to issue or accept any Ticket or admit any person to the Park if in HKITP’s determination the eligibility of the person using the Ticket is not met or if any provision in these Terms and Conditions or the Program’s “Application Guidelines” are not complied with.
9. Ticket is not valid for special events requiring a separate admission charge or special events that are not open to the general public.
10. All unused Tickets shall be returned to HKITP (Corporate Citizenship, Communications & Public Affairs, Team Disney Two, Hong Kong Disneyland Resort, Lantau Island) by post within seven (7) days after the park visit.
11. Issue and use of Tickets, admission to the Park and use of the facilities there are each subject to (i) these Terms and Conditions, (ii) the “General Terms and Conditions” set out at www.hongkongdisneyland.com/ticket-general-terms-conditions/, (iii) the rules and regulations applicable to the location or facility in question (including without limitation, the Park Rules and Regulations which are available at www.hongkongdisneyland.com, the Park’s mobile app and Guest Relations, and (d) 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 Park, (b) change or adjust the entry requirement or the mode of operation (including but not limited to operating hours) of the Park or any location, attraction, show, shop, restaurant, facility or amenity thereat, (c) close or adjust the operation for any period the Park or any part of it, (d) restrict the number, class or eligibility of persons having access to the Park or any part of it, (e) suspend or cancel any attraction, show, facility, amenity or entertainment or marketing program, offering or activity, and/or (f) 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. Tickets not used in accordance with these Terms and Conditions will be void without notice, compensation or exchange.
13. The Organisation shall make its own arrangements to ensure the proper care, safety, order and conduct of all guests using the Tickets or otherwise participating in the Project and during travel to and from the Park. The Organisation is solely responsible for obtaining all licences and insurance cover required or appropriate for the Project and its participants.
14. Notwithstanding any review, approval, requirement or instruction by HKITP, HKITP shall not be responsible for any costs, expenses and liabilities (including travelling expenses, shipping costs and all taxes) incurred by the Organisation and/or by any person in connection with the Project.

Confidential information; intellectual properties

15. The Organisation shall not use or disclose any confidential information of HKITP without the prior written consent of HKITP, including without limitation any and all information (in each case, whether or not denoted "confidential") and any and all knowledge derived from such information, which is provided or made available by or on behalf of HKITP or its affiliates or acquired in connection with or in consequence of the Program, and any other non-public or proprietary information relating to Hong Kong Disneyland Resort ("**Resort**"), HKITP, its affiliates or any third party.
16. By receiving the Tickets, the Organisation agrees that HKITP and its nominees may, at any time and without further consent from the Organisation or any other person, use the name and logo of the Organisation, and information in connection with the Organisation or the Program ("Organisation's IP") during and after the Program, for publicity and/or promotional purposes and such other purposes in connection with the Program, including without limitation the press release or media statement; the official website, webpages, social platforms or mobile applications of HKITP and/or the Resort; in brochures, leaflets, booklets, applications, videos, audio clips and other printed or digital materials; directional signs, flags, banners or other facilities, materials or things placed in or about the Resort; employee or community events related to the Program or the Resort; HKITP's annual reports, shareholder communications, internal and inter-company communications, business plans, reports, records and similar uses; and photographs, telecasts, motion pictures, miniatures and other depictions or reproductions of any sort and in any media; and for any other purpose related to the Program.
17. HKITP and any person nominated by HKITP may photograph, take motion pictures of, televise or otherwise reproduce or depict in any manner and through any media, any and all of the Organisation's IP, and/or persons involved in carrying out the Program, whether individually or in combination with other things or communications, for any purpose in connection with the Program. Upon HKITP's request, the Organisation shall take all action to obtain for HKITP such releases, clearances, authorisations or other instruments from any or all personnel utilised by the Organisation for the Program or otherwise required to permit HKITP to make or use any photographs, telecasts, pictures, miniatures or other reproductions or depictions.
18. The Organisation undertakes to comply with all laws, rules, and regulations applicable to the performance of its obligations under the Program, including without limitation, the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) and all applicable guidelines and codes of practices issued by the Privacy Commissioner for Personal Data and other relevant regulatory or professional bodies in performing the activities under the Program ("**PDPO**").
19. The Organisation shall acquire no right to use, and shall not use, the name of HKITP or any of its affiliates, or the name of the Resort or any part thereof or, the name "Disney", "ABC", "ESPN", "Pixar", "Marvel", "Lucas", "Lucasfilm", "BAMTech", "20th Century Studios", "Searchlight Pictures", "FX", "National Geographic" or, in each case, the Chinese equivalents (either alone or in conjunction with or as part of any other word or name) or any other marks or copyrighted characters or designs of The

Walt Disney Company, HKITP or any of their respective affiliates: (i) in any advertising, publicity, or promotion (including but not limited to the internet); or (ii) in any in-house publications; or (iii) to express or imply any endorsement of the Organisation, its beneficiaries or their respective services or activities; or (iv) in any other manner whatsoever (whether or not similar to the uses herein above specifically prohibited).

20. Without prejudice to the foregoing, the Organisation shall not, without HKITP's consent, make any announcement, press release or other statement in connection with the Program, the Resort or HKITP or any of its affiliates.

Other terms

21. HKITP reserves the right to make final decision on the approval and conditions of approval of applications, the quantity, validity, types or other features of Tickets, request hereunder and all other matters in connection with the Program. No explanation will be provided for applications not approved.
22. These Terms and Conditions are subject to the interpretation of HKITP which shall be final and conclusive. HKITP reserves the right to amend or supplement these Terms and Conditions or to suspend or terminate the availability of Tickets or the Program without any prior notice.
23. In the event of disputes regarding these Terms and Conditions or other matters relating to Tickets or the Program, HKITP reserves the right to make final judgment on the dispute.
24. In the event of any conflict or inconsistency between the English version and the other language version of these Terms and Conditions, the English version shall prevail.
25. The above Terms and Conditions constitute an agreement between HKITP and the applying the Organisation. 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. This Agreement shall be governed by and construed in accordance with the laws of Hong Kong, and each party hereby irrevocably submits to the non-exclusive jurisdiction of the courts of Hong Kong.

Personal Information Collection Statement

Personal data provided or collected in connection with the Program may be used for the processing of applications, requests or enquiries, administering and enforcing the terms of the Program, sending administrative materials to you, our internal business and administrative purposes, research and statistical 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 process your application, requests or enquiries. 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 <https://www.hongkongdisneyland.com/privacy-legal/>. You may request access to, and request 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.