



# Disney+ Service Offer

Terms and Conditions

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PLEASE READ THESE TERMS CAREFULLY AND IN FULL. THEY CONTAIN CONDITIONS AND RESTRICTIONS ON THE AVAILABILITY OF THE DISNEY+ OFFER.

The Offer is brought to you by Visa International Service Association and affiliates ("Visa", "we", "our", "us"). By using this Offer, you indicate acceptance of these rules together with any specific instructions and terms for such promotion which may be mentioned in any electronic messages, on the website, or communicated to you in any other way.

Holders of a valid Consumer Visa Platinum, Visa Signature or Visa Infinite card ("Gift Customers", "you", "your") issued by an authorized institution in any of the Latin American and the Caribbean countries, excluding Argentina, Brazil, Mexico, Puerto Rico and Venezuela (the "Territory") are eligible to digital access codes (the "Digital Redemption Codes"), as generated by The Walt Disney family of companies ("Disney"), in order to activate a subscription to the Disney+ video on demand streaming service (the "Service" or the "Disney+ Service") and which includes up to 4 ON US (De Regalo) months of membership to the Disney+ Service (the "Offer") as set forth below.

A valid Consumer Visa Platinum, Visa Signature or Visa Infinite card is a card that is active, has performed at least one transaction in the last three months and/or it is enabled by its issuer to perform international transactions.

The Offer will be available between November 17, 2020 and November 16, 2022 for new subscribers of the Service only, unless terminated earlier or extended in accordance with the terms set forth hereunder (the "Promotional Period"). We reserve the right to change promotion rules and withdraw the Offer if the underlying agreement with Disney is terminated. The right to amend these terms and conditions includes changing the extension of the ON US months, terminating the Offer before stated validity date, changing the details of the Offer or any other changes in order to protect the interests of the company or under circumstances of abuse.

To access the Offer, you shall request a Digital Redemption Code at [www.beneficioslac.visa.com](http://www.beneficioslac.visa.com) (the "Visa Offer Portal"). To activate a Redemption Code, you shall create a Disney+ account at [www.DisneyPlus.com](http://www.DisneyPlus.com), which shall include the provision of payment information and the acceptance to the Disney+ Service's terms of use (e.g. subscriber agreement, privacy policy, cancellation policy etc). You acknowledge that the Disney+ Service is offered by Disney in accordance with their terms of use, which may be accessed at [www.disneyplus.com](http://www.disneyplus.com), and that Visa has no control or interference in it, including the Digital Redemption Code. In the event You do not agree to the terms of use then You will not be granted access to the Disney+ Service.

The Visa Offer Portal will contain the links or pointers to the Disney+ Service subscription website (the "Disney+ Portal") but you should not infer or assume that Visa operates, controls, or is otherwise connected with the Disney+ Portal. When you click on the link within the Visa Offer Portal, you are hereby warned that you have left the Visa Offer Portal and are subject to the Disney+ Service terms of use. Please be careful to read the Disney+ Service terms of use before you provide any confidential information or engage in any transactions. You should not rely on these terms to govern your use of Disney+ Portal. You acknowledge and agree that Visa is not responsible or liable to you for any content or other materials hosted and served from the Disney+ Service.

You also acknowledge and agree that in connection with the Offer, Disney and Visa may need to share certain information with each other and that each entity's use of that information shall be governed by their respective privacy policies. Please see Disney's Privacy Policy at <https://www.disneyplus.com/legal/privacy-policy> and Visa's Privacy Policy at <https://usa.visa.com/legal/global-privacy-notice.html>

You acknowledge and agree that the Visa's card issuers are not responsible for the Offer or have any kind of control or otherwise in connection with Disney+ Portal or Disney+ Service.

Gift Customers shall be permitted to redeem either Core Offers 1, 2 or 3, as set forth below, limited to one Digital Redemption Code during the Promotional Period.

## Offer 1

two (2) months ON US to the Service, which will be made available to holders of a **Visa Platinum Card** in the Territory;

## Offer 2

three (3) months ON US to the Service, which will be made available to holders of a **Visa Signature Card** in the Territory; and

## Offer 3

four (4) months ON US to the Service, which will be made available to holders of a **Visa Infinite Card** in the Territory.

After the end of the ON US months of access granted by their Redemption Code and unless you cancel the Disney+ Service subscription with Disney, you will automatically become a recurring subscriber to the Disney+ Service directly with Disney under the "a la carte" model and will be charged the prevailing monthly Disney+ Retail Price as determined solely by Disney in accordance with the payment method you provided.

You expressly consent to the use of your personal data, including name, e-mail address, PAN, CVV2 and any other information required by Visa and its affiliates in relation to the Offer, which will be used by Visa and its affiliates solely for the purposes of the Offer in accordance with the Visa Privacy Notice at <https://usa.visa.com/legal/global-privacy-notice.html>. You authorize Visa and its affiliates to send, transmit and store such data outside the Territory. For more information on what data Disney may collect from you, including in connection with the Offer, and how it will be used, please see Disney's Privacy Policy at <https://www.disneyplus.com/legal/privacy-policy>

You hereby agree and assure that the Visa Offer Portal and the Offer shall be used for lawful purposes only and that you will not violate laws, regulations, ordinances or other such requirements of any applicable Central, State or local government or any other international laws. Unauthorized use of this website may give rise to a claim for damages and/or be a criminal offence. You agree to use Disney+ Service for personal, non-commercial use only. Disney+ Service cannot and shall not be used for commercial purposes or in a commercial establishment or merchant open to the public (for instance, at a bar, restaurant,

stadium, casinos, café, theater, among others). You can not use any content of Disney+ Service for business or lucrative purposes. Every effort is made to keep the Visa Offer Portal up and running smoothly. However, Visa takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control. Visa will not be responsible for replacing any lost, damaged or stolen Digital Redemption Codes.

We shall not be liable to you if you suffer any financial loss or damage (i) from our refusal to allow you to take part in the Offer or (ii) from our withdrawal of the Offer or (iii) for any failure or inability by you to use the Offer for any reason or (iv) from the provision of the Disney+ Service. Nothing in these rules excludes or limits our liability in respect of personal injury or death caused by us, or for fraud.

You understand and agree that the Offer is provided on 'as-is' with all faults' and 'as available' basis. You agree that use of the Service or the Offer is at your risk. All warranties including without limitation, the implied warranties of merchantability, fitness for a particular purpose, for the title and non-infringement are disclaimed and excluded. No representations, warranties or guarantees whatsoever are made by Visa whether express or implied and expressly disclaim any and all representations and warranties as to the (a) accuracy, adequacy, reliability, completeness, suitability or applicability of the information, the content, data, products and/or services, merchantability or any warranty for fitness for a particular purpose; (b) that the Offer will be uninterrupted, timely, secure, or error-free or that all deficiencies, errors, defects or non-conformities will be corrected; (c) the quality of any services, content, information, data, or other material on the website will meet your expectations or requirements; (d) any errors in the site will be corrected; (e) warranties against infringement of any third party intellectual property or proprietary rights; or (f) other warranties relating to performance, non-performance, or other acts or omissions of Visa, its officers, directors, employees, affiliates, agents, licensors, or suppliers etc. Visa, its affiliates, successors, and assigns, and each of their respective investors, directors, officers, employees, agents, and suppliers (including distributors and content licensors) shall not be liable, at any time for any, direct, indirect, punitive, incidental, special, consequential, damages arising out of or in any way connected with the use of the Offer or the Disney+ Service, whether based in contract, tort, strict liability, or other theory, even if Visa have been advised of the possibility of damages.

These Terms are governed by the laws of New York and the exclusive jurisdiction of the courts of New York shall apply.