

March 11, 2025



MR. ROMEO B. CARANDANG

First Vice President - OIC, Human Resource Management Group

Development Bank of the Philippines

Sen Gil Puyat Avenue corner Makati Avenue

Makati City, Metro Manila

Dear Mr. Carandang:

Greetings from the Enchanted Kingdom!

Thank you for choosing **Enchanted Kingdom (EK)** as the venue for your company activity scheduled for ~~Saturday~~ **March 29, 2025**, with a minimum guaranteed attendance of **2,000 persons**. We are pleased to present the following packages for your event:

EVENT PACKAGE OVERVIEW

Total Package Cost	:	PhP3,395,500.00
Minimum Guaranteed Number of Attendees	:	2,000 Persons

The package includes the following:

PACKAGE FOR 2,000 PAX

The total package is equivalent to **PhP3,395,500.00** inclusive of the following:

- ✓ **2,000 *Enchanted Kingdom Regular Day Pass**
 - 3 pcs. COMPLIMENTARY Buy 1 Take 1 SKILL GAME COUPONS per person
- ✓ **1,035 Pieces Food Voucher**
- ✓ **MAGICALYMPICS TEAMBUILDING (7 Pitstops) – 5 on Rides, 2 Park Ground Activities**
 - Estimated 2-hour running game time
 - Inclusive of 1-hour early opening (without rides)
 - Includes paraphernalia, game masters, marshals and briefers
 - Prizes
- ✓ **Use of Bandstand Area for the Program**
 - With tables and chairs
 - Includes a basic sound system, LED wall, standby sound, and an LED wall technician
- ✓ **Whole-day Use of Corporate Tent – Dining and Resting area**
 - With tables and chairs
 - Equipped with two (2) units mist fans
- ✓ **Nineteen (19) Units 49-Seater Chartered Buses**
 - Each bus includes a marshal
- ✓ **One (1)-hour Early Opening (without rides): 10AM - 11AM**

Additional Perks For Your Group:

- **Entertainment:**
 - Live performance by EK in-house artists
 - Dance performances during your program
 - Appearance by Eldar the Wizard and Princess Victoria during your program

TERMS AND CONDITIONS

1. Every guest is required to present a valid Admission Ticket for entry into the Park. Admission Tickets are valid only for the date specified on the ticket and must be used on the same day of issuance or as indicated on the ticket. Tickets are non-transferable, non-refundable, and non-replaceable if lost, stolen, or damaged.

Tickets are strictly **NOT VALID FOR RESALE**. EK reserves the right to invalidate tickets that have been resold or purchased from unauthorized sources. No refunds or replacements will be issued for invalidated tickets.

When using the Regular Day Pass, a valid company ID or other proof of employment may be required upon entry to confirm that the ticket holder belongs to the designated company.

2. Should you choose to bring in third-party services, such as food suppliers, photo booths, or sound systems, a corkage fee of thirty-five percent (35%) of either the Total Package Cost or the actual amount paid by **DEVELOPMENT BANK OF THE PHILIPPINES** (the "Client") as reflected in the official receipt/sales invoice issued, whichever is higher, will be applied.

3. Parking Fees:

- Motorcycles: PhP25.00
- Private Vehicles: PhP50.00
- Buses: PhP30.00

Parking fees are exclusive of admission and are non-refundable. Parking is on a first-come, first-served basis, and EK assumes no liability for any damage, theft, or loss of vehicles or belongings within the parking area.

4. **Regular Day Pass Inclusions.** The **Regular Day Pass* allows unlimited use of the following attractions:

- **Thrill Rides:** Space Shuttle, Anchors Away, EKstreme Tower Ride, Disc-O-Magic, Air Race, Twin Spin
- **Water Rides:** Jungle Log Jam, Rio Grande Rapids, Bump N' Splash
- **Family Rides:** Wheel of Fate, Flying Fiesta, Dodgem, Rialto, Swan Lake, Up Up & Away, Roller Skater, Grand Carousel
- **Kid-Friendly Rides:** Bouncing Boulders, Bumbling Boulder, Air Pterodactyl, Stone Eggs, Dino-soar-us, Boulderville Express
- **Unique Attractions:** AGILA, The EKsperience

Operating hours and availability of rides are subject to change without prior notice due to maintenance, weather, or operational requirements. EK does not guarantee access to all rides and attractions during your visit.

5. **Additional Attractions and Facilities.** Holders of a Regular Day Pass may access the following attractions and facilities for the corresponding fees:

- **7-D Theater:** PhP150.00
- **Xtreme Paintball:** PhP200.00 (includes markers, vest, tank, mask, and 30 rounds of paintball)

- **Lazer Mission:** PhP150.00
- **Fun Kart:**
 - Single-seater: PhP800.00
 - Double-seater: PhP950.00
 - Cadet: PhP650.00
- **EKaleidoscope:** PhP150.00
- **Alcatraz:** PhP270.00
- **Mirror Maze:** PhP199.00

Additional fees are non-refundable and are subject to availability. Access to these facilities may be restricted due to operational or safety considerations.

6. **Food Vouchers.** Food Voucher gift certificates may be used to purchase admission tickets, food, games, and merchandise at all participating establishments inside the Park. Food Vouchers are valid for one-time use only. Any unused balance will be forfeited, and no change will be given for purchases below the indicated value. Food Vouchers cannot be reissued, refunded, or exchanged for cash under any circumstances. EK shall not be liable for any lost, stolen, or damaged Food Vouchers, and no replacement or reimbursement will be provided. Food Vouchers are valid only until the expiration date specified on the certificate. After this date, the certificate shall be considered null and void and will no longer be accepted for any transaction.

TERMS OF PAYMENT:

1. **Booking Guarantee.** To secure your booking, a signed copy of this Contract and Award Notice must be submitted no later than March 18, 2025. Failure to provide these documents by the deadline may result in the cancellation of the reservation without further notice.
2. **Final Payment.** The full payment must be settled within **Thirty (30) calendar days after the Event**, subject to submission of complete documents (billing statement/SOA, as applicable). Late payments shall be subject to penalties as stipulated below.
3. **Payment Method.** Payment may be made in cash, Manager's check, or other EK-approved payment methods, payable to Enchanted Kingdom, Inc. All payments must be made in full and on time, without the need for further notice or demand from EK. A three percent (3%) surcharge per month shall be imposed on any overdue balance, calculated from the due date until full settlement. EK reserves the right to take necessary legal action to recover any unpaid amounts, including but not limited to suspension of future transactions and engagement of collection agencies.

4. **Cash deposits may be deposited at**

BANK/BRANCH	ACCOUNT NAME	ACCOUNT NUMBER
BDO – Perea Branch	ENCHANTED KINGDOM, INC.	

CANCELLATION POLICY

1. **Cancellation by Client:**

A booking may be cancelled provided that EK receives a formal written notice. The following cancellation fees shall apply based on the notice period:

- **16 to 30 days** before the event date:
 - Fifty percent (50%) of the Total Package Cost (equivalent to the down payment) will be paid as a penalty.
- **8 to 15 days** before the event date:
 - Seventy-five percent (75%) of the Total Package Cost will be paid as a penalty.
- **Less than 7 days** before the event date:
 - One hundred percent (100%) of the Total Package Cost will be paid as a penalty.

2. **Cancellation Due to Fortuitous Events or Acts of God:**

If the event cannot proceed due to a fortuitous event, act of God, or any cause beyond EK's control, the following options will apply:

- **Rescheduling:**
 - The Client may reschedule the event to a mutually agreed-upon date, subject to Park availability and any additional costs incurred due to the change.
- **Refund:**
 - Should the Client opt not to reschedule, EK shall refund any payments made, less actual expenses already incurred. These expenses may include, but are not limited to:
 - Food reservations
 - Souvenirs
 - Equipment rentals
 - Labor costs associated with event preparation

3. **General Provisions:**

- EK reserves the right to require supporting documentation for cancellations due to fortuitous events or acts of God.
- All cancellations and requests for rescheduling must be communicated in writing and acknowledged by EK.

OTHER GUIDELINES

1. Only EK mascots and entertainers shall be allowed to perform and provide entertainment during the Event. External performers or entertainers are strictly prohibited unless expressly authorized by EK in writing.
2. The Client and their guests shall be fully responsible for any damages caused to the Park's facilities, equipment, or property during the Event. The Client agrees to indemnify and reimburse EK for the cost of repairs or replacement as determined by the Park's management.

3. EK has implemented measures to ensure the safety and security of the Park and its guests. The Client and their guests are expected to cooperate by taking reasonable precautions for their personal safety, security, and belongings while inside the Park premises.
4. EK shall not be liable for any injury, damage, or loss sustained by the Client or their guests, except where such injury, damage, or loss is directly attributable to the gross negligence or willful misconduct of EK, its employees, agents, or representatives.
5. All complaints must be submitted to EK in writing within forty-eight (48) hours from the date of the Event. Complaints arising from issues that manifest later must be reported promptly upon discovery. Failure to report within the specified timeframe will result in the complaint being deemed waived.
6. For your protection, ensure that tickets are purchased directly from EK or from its accredited ticket agents or sellers. EK reserves the right to invalidate tickets purchased from unauthorized sources without compensation or refund.
7. Data Privacy Compliance. Both EK and the Client agree to uphold the confidentiality, privacy, and security of any personal, sensitive, or privileged information shared in the course of their engagement. The Parties shall comply with Republic Act No. 10173 (the "Data Privacy Act of 2012"), its Implementing Rules and Regulations (IRR), and issuances by the National Privacy Commission (NPC). Any breach of this clause or the relevant laws by either Party, or their employees, agents, or representatives, shall result in liability for penalties under the law, without prejudice to other applicable civil or criminal liabilities. This clause shall remain in effect even after the termination or expiration of this Contract.
8. The Client and their guests are solely responsible for their safety and actions while using EK's facilities. The Client and their guests agree to comply with all health and safety protocols, guidelines, signage, and instructions set by EK, including but not limited to measures designed to mitigate the risk of COVID-19. By entering the Park, the Client and their guests acknowledge the inherent risks associated with COVID-19. They voluntarily and irrevocably release, waive, discharge, and covenant not to hold EK, its management, employees, or agents liable for any claims, demands, actions, or causes of action related to loss, damage, injury, or death arising from COVID-19 exposure during their visit to the Park.
9. Indemnity. The Client agrees to indemnify, defend, and hold harmless EK and its management, employees, agents, and affiliates from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and liabilities (including attorney fees) arising directly or indirectly from any claims made by the Client's guests against EK. This indemnification includes, but is not limited to, bodily injury, death, loss of use, monetary loss, or any other injury or consequence related to or arising from COVID-19.

10. Publicity. Except as expressly permitted under this Contract, EK will not:

- a. Use the name, trademark, logo, or any other identifying marks or proprietary indicia of or any of its affiliates, in any form of advertising, announcements, marketing, promotional activities, or publicity (including testimonials, quotations, case studies, or other endorsements) or in any other materials.
- b. Issue any press release, conduct interviews, or make any public statements regarding this Contract or the relationship between the parties without prior written consent from **DEVELOPMENT BANK OF THE PHILIPPINES**. Such consent shall be at the sole and absolute discretion of **DEVELOPMENT BANK OF THE PHILIPPINES**.

11. Representations and Warranties. EK represents and warrants that EK has full authority to enter into this Contract and to perform all obligations and responsibilities herein.

- a. This Contract has been duly executed by EK and constitutes a valid, binding, and enforceable obligation against EK in accordance with its terms.
- b. EK is properly licensed, qualified, and experienced to provide the Services, and all personnel engaged by EK in connection with the Services are competent and qualified to perform them.
- c. All Services provided will comply with the terms of this Contract, be fit for the intended use or purpose, and be free from defects or deficiencies.
- d. EK will, at all times, be solely responsible for complying with all applicable laws, regulations, and ordinances in connection with the Services, including those related to the safety of persons and property.

12. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, REGARDLESS OF THE FORM OF THE ACTION OR THEORY OF RECOVERY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HOWEVER, NOTHING IN THIS SECTION SHALL LIMIT OR EXCLUDE LIABILITY FOR (A) BREACHES OF CONFIDENTIALITY, (B) INDEMNIFICATION OBLIGATIONS, OR (C) LIABILITY ARISING FROM GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD.

13. Confidentiality. "Confidential Information" means any information exchanged by the Parties that is not generally known to the public and, at the time of disclosure, is identified as or would reasonably be understood by the receiving party to be proprietary or confidential. Confidential Information may be disclosed in oral, written, visual, electronic, or other forms. The receiving party ("Receiving Party") shall exercise the same degree of care to protect the Confidential Information of the disclosing party ("Disclosing Party") as the Receiving Party uses with its own similar information that it does not wish to disclose, publish, or disseminate, but in no event less than a reasonable degree of care.

The Receiving Party shall not:

- a. Disclose, duplicate, copy, transmit, or otherwise disseminate any Confidential Information of the Disclosing Party.
- b. Use the Confidential Information of the Disclosing Party for any purpose other than to perform its obligations under this Contract, including but not limited to, (i) for the Receiving Party's own benefit or that of any third party, (ii) to the detriment of the Disclosing Party, or (iii) for purposes unrelated to the performance of this Contract.
- c. Commercially exploit any Confidential Information of the Disclosing Party.
- d. Acquire any right in or assert any lien against the Confidential Information of the Disclosing Party.

Confidential Information shall also include the terms of this Contract. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information if required by law, regulation, or legal process, including but not limited to, (a) at the request of any regulatory or governmental authority; (b) under a court order; (c) to the Receiving Party's auditors, external counsel, or accountants; or (d) to its Affiliates. This confidentiality obligation shall survive the termination of this Contract.

14. Intellectual Property. EK acknowledges that the Client retains all Intellectual Property Rights in any materials provided by the Client to EK. All Intellectual Property Rights in any materials created, developed, or brought into existence as part of, or for the purpose of, performing the Services shall vest in the Client upon creation. EK shall have no rights to such materials except as expressly granted in this Contract.

EK warrants that, in the performance of the Services and the provision of Goods, it will not infringe upon the Intellectual Property Rights of any third party. EK agrees to indemnify and hold harmless the Client, its officers, employees, contractors, and agents from any and all claims, liabilities, damages, and expenses arising from any alleged infringement of Intellectual Property Rights related to the performance of the Services and/or any materials created in the course of performing the Services.

EK shall not use any Intellectual Property of the Client or its Clients without the prior written consent of the Client.

15. Assignability. Without prior written consent of the other Party, neither Party may assign this Contract, nor any of the rights hereto, to any person, firm or entity, except to its successors or assigns, in case of acquisitions, mergers, consolidations,

and/or change of name, provided that prior written notice of such use and/or assignment is given to the other Party.

16. Amendments. No modification, amendment, supplement to or waiver of this Contract shall be binding upon the Parties hereto unless made in writing and duly signed by both Parties.
17. Separability. Should any provision of this Contract be declared or become wholly or partly illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining provisions of this Contract shall not be affected as a result. The same applies in case the Contract contains a gap in its provisions. Instead of the provisions which are ineffective or impracticable, or to fill the gap, a suitable provision should apply which, insofar as legally possible, comes closest to the original intention of the Parties. Should individual stipulations exceed the duration of this Contract, such stipulations will remain valid even after the effectivity thereof.
18. No Gift Policy. The Parties acknowledge that no fee or commission or benefit was extended to their respective officers and employees in consideration for executing this Contract.
19. Dispute Resolution. The Parties herein shall exert their best effort to settle amicably all disputes arising out of or in connection with this Contract, or in the interpretations, enforcement and implementation thereof. Any dispute among the Parties as to matter arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by a Party's request for such amicable settlement may be submitted by the Parties for arbitration in accordance with Republic Act (RA) No. 876 in relation to RA No. 9285 and its Implementing Rules and Regulations.

By executing this Contract, the Parties consent to the submission of all disputes arising from the interpretation, enforcement and implementation of this Contract to arbitration.
20. Entire Agreement. This Contract constitutes the entire agreement of the Parties hereto and supersedes all prior representations, understandings, undertakings or agreements (whether oral or written and whether expressed or implied) of the Parties with respect to the subject matter hereof.
21. Counterparts. This Contract may be executed in counterparts in the same form and such parts so executed shall together form one original document and be read and construed as if one copy of the Contract had been executed.
22. Venue. Subject to the above provision on Paragraph 19 on dispute resolution, any suit, legal action or proceeding arising out of, or in connection with this Contract shall be brought exclusively in the proper courts of either Makati City or Sta. Rosa City, Laguna, to the exclusion of other courts, at the option of the plaintiff, and the parties submit to the exclusive jurisdiction of such courts for the

purpose of any such suit, action, proceeding or judgment, each of the parties expressly waiving any other venue.

ACCEPTANCE

If the terms outlined above are acceptable to you, please indicate your agreement by signing in the space provided below and return a fully executed copy of this Contract to us at your earliest convenience.

Thank you for your attention to this matter. We look forward to welcoming you and your group to Enchanted Kingdom and are committed to ensuring an enjoyable and memorable experience.

Sincerely,
ENCHANTED KINGDOM, INC.

(SIGNED)

MERLINDA G. ADANTE
Head – Division Sales

Conforme,
DEVELOPMENT BANK OF THE PHILIPPINES

(SIGNED)

FVP - PIC, HR Management Group

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
MAKATI CITY M.M.)S.S.

BEFORE ME, a Notary Public for and in **MAKATI CITY M.M.**, this _____th day
of **12 MAR 2025**, personally appeared:

Name	Government ID Presented	Place and Date Issued
Enchanted Kingdom, Inc. Merlinda G. Adante		

known to me and to me known to be the same person who executed the foregoing document and identified by me through competent evidence of identity, to be the same person in the foregoing document who exhibited to me the above ID, that he acknowledged to me that the execution of this document is the free and voluntary act and deed of the entity represented and that he has the authority to sign in behalf of his principal. The foregoing document is a Contract/Agreement between The Enchanted Kingdom, Inc. and the Development Bank of the Philippines which consists of ELEVEN (11) pages including this page where this Acknowledgment is written.

WITNESS MY HAND AND SEAL on the date and place first above written.

Doc. No. 149 :
Page No. 20 :
Book No. T :
Series of 2025.

DST #25840723
has been affixed.



(SIGNED)

PERFECTO E. MIRADOR JR.
Commission No. 523
Notary Public for Makati City
Until December 31, 2025
2nd Floor, King's Court I
2129 Chino Roces Avenue
Makati City, Metro Manila
Roll No. 41157 / 04.15.1996
PTR No. 10249848; May 27, 2024; Makati City
IBP No. 457163; May 27, 2024; Makati City

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
Makati City, Metro Manila)S.S.

BEFORE ME, a Notary Public for and in the City of Makati, Philippines, this ____th day of 12 MAR 2025, personally appeared:

Name	Government ID Presented	Place and Date Issued
Development Bank of the Philippines FVP ROMEO B. CARANDANG		

known to me and to me known to be the same person who executed the foregoing document and identified by me through competent evidence of identity, to be the same person in the foregoing document who exhibited to me the above ID, that he acknowledged to me that the execution of this document is the free and voluntary act and deed of the entity represented and that he has the authority to sign in behalf of his principal. The foregoing document is a Contract/Agreement between The Enchanted Kingdom, Inc. and the Development Bank of the Philippines which consists of ELEVEN (11) pages including this page where this Acknowledgment is written.

WITNESS MY HAND AND SEAL on the date and place first above written.



(SIGNED)
ATTY. PATRICIA C. VELARDE
Notary Public for the City of Makati
Appointment No. M-147 until December 31, 2025
Roll of Attorneys No. 63138
IBP Lifetime No. 012809 05/07/2014
PTR Exempt under R.A. 7160
MCLE Compliance No. VIII-0005492 12/01/2023
10F DBP Building, Sen. Gil J. Puyat Ave., Makati City