

TERMS AND CONDITIONS

By booking a Jollibee Kids Party through this website, you agree to abide by the following terms and conditions, which shall form an integral part of the booking you made through this website.

1. Booking

- 1.1. You may register an account to book a party and access all features on the website. Alternatively, you may book as a guest.
- 1.2. A minimum down payment of Three Thousand Pesos (PhP 3,000.00) is required to reserve a booking. Customers may pay online. Customers may also choose to reserve and pay later at the Jollibee Store within three (3) days from the date when the reservation was made. Failure to make the down payment within said period shall result in the cancellation of the reservation. Subject to the other provisions of these terms and conditions, the balance of all charges due shall be paid immediately after the party.
- 1.3. Once a booking has been made, a confirmation shall be sent via email.

2. Payment Methods

- 2.1. Payments may be made online or in-store.
- 2.2. For online payments, customers may pay via Maya eWallet, credit card, or debit card. . Please note that for online payments, payment information are collected, stored, and processed by our service provider, not by us, and we are not responsible for securing and protecting said information.
- 2.3. For in-store payments, customer may pay in the form of cash, credit card, gift certificate, or check. Check payments, however, should be current-dated and remitted at least five (5) banking days before the scheduled date of the party to allow sufficient time for check clearing. The check shall be issued payable to the operating entity of the Jollibee Store where the party is booked. If payment of any amount shall be in the form of manager's check, the Customer shall advise the store of the following information at least one (1) banking day before the actual party: issuing bank and check number. Otherwise, the Jollibee Store has the right to ask for other form of payment.

3. Price Adjustments

- 3.1. Jollibee may unilaterally implement any price adjustments after the booking is made, and the Customer agrees to pay the established prices or rates prevailing on the date of the party. The adjusted in price will also be reflected in the Jollibee Kids Party Booking Website.

4. Party Conditions

- 4.1. The duration of the party shall be a maximum of two (2) hours starting from the reserved time. If an extension of the party time is desired, this must be arranged before the scheduled party date and may be accommodated provided it does not disrupt any other party reservation or store operations. An additional fee of Five Hundred Pesos (Php500) shall be charged for every 30-minute extension or a fraction thereof beyond the reserved time.

- 4.2. To ensure that ample space is reserved, and the Customer's guests are comfortable, the booking details shall include the expected number of guests for the party. Moreover, the actual number of guests shall not exceed the maximum capacity of the assigned party zone.
- 4.3. Additional booking of guests and food orders after booking confirmation is allowed. However, if additional guests or food orders exceed 20% of the original booking, this shall be accommodated on a best-efforts basis, taking into consideration space and product availability. Jollibee shall not be liable for any of the consequences or results of the Customer's request for additional guests.
- 4.4. Food shall be served within thirty-five (35) minutes from the scheduled start time of party, unless otherwise agreed to by the Customer and Jollibee Store at the time of booking reservation.
- 4.5. If the actual number of guests does not meet the number reserved for or if the total quantity of food reserved is not consumed, adjustments or refund will not be made.
- 4.6. Only food and beverages, including party cakes provided by Jollibee, shall be allowed to be served and consumed for the duration of the party. If, for any reason, this provision is violated, Jollibee shall not be liable for any loss, injury, damage, or expense that may be claimed by the Customer or any guest purportedly arising from food or beverage served during the party.
- 4.7. Only approved Jollibee-themed materials such as loot bags, giveaways, streamers, and other party-related favors shall be allowed to be displayed and distributed for the duration of the party.

5. Mascot Appearance

- 5.1. Mascot reservation shall be made upon booking confirmation. Mascot availability is on a first-come-first-served basis. In the event that the booked mascot is unavailable, the Customer will be notified at least 2 days before the party, and any fees already paid will be refunded. Mascot appearance in parties/events shall adhere to applicable regulations and issuances as may be related to public health and safety such as but not limited to COVID-related issuances and issuances related to public health.
- 5.2. Mascot performance shall be for a maximum period of thirty (30) minutes. Any extension of time for the mascot's performance shall be at the discretion of Jollibee based on existing guidelines on the matter and shall be considered as another performance subject of additional fees.
- 5.3. Mascot performance during the party shall be subject to Mascot Appearance Guidelines, as may be amended from time to time by Jollibee, including but not limited to guidelines on performance which shall be composed of one (1) dance number and picture-taking only.
- 5.4. There must be sufficient space for the dance performance of the mascot. Customer and its guests shall cooperate to ensure that there is sufficient distance between the performance area and the area where the guests are seated/situated to prevent the mascot from being overcrowded or from any untoward incidents.
- 5.5. In the event the booked mascot fails to arrive at the venue for the booked party/event, the Jollibee Store shall refund the cost for the mascot appearance. Upon such refund, the Customer shall hold Jollibee free and harmless for any liability or damages attributable or related to the non-appearance of the mascot.
- 5.6. Only Jollibee mascots shall perform and provide entertainment during the party. Other entertainers like mascots, puppets, acrobats, magicians, clowns or other performers (such as but not limited to balloon shaper, bubble entertainers) shall not be allowed.

6. Refunds / Cancellation

- 6.1. Should any fortuitous event/force majeure prevent the party from occurring on the day of the event, the Customer has the option to rebook the JOLLIBEE KIDS PARTY subject to the availability of the store on the chosen date. Any down payment previously made shall be applied to the revised booking. Should the Customer wish to cancel the JOLLIBEE KIDS PARTY instead, the previous down payment shall be refunded.

For this purpose, "Force Majeure" shall mean unavoidable causes beyond the control and without fault or negligence of the parties, including but not restricted to, acts of God (such as flood, earthquake, or typhoon), war (declared or undeclared), acts of governmental authorities, riot, civil commotion, fire, or general strikes. For avoidance of doubt, this shall also include government orders that may limit the participation of children in social gatherings.

- 6.2. The Customer may cancel a booking for any reason and get a full refund if written notice is given at least two (2) weeks prior the scheduled date of the party. If the party is not cancelled with the specified period for cancellation, an amount equivalent to twenty percent (20%) of the total food purchased/reserved or Three Thousand Pesos (Php3,000), whichever is higher, shall be deducted from the amount subject of the refund, provided that cancellations made on the same date as the scheduled date of the party shall not be subject to any refund. The refund of fees paid for any add-ons shall be subject to the sole discretion of Company.

- 6.3. All cancellations must be supported with the following documents:
 - 6.3.1. Letter of Request for Cancellation indicating the reason for the cancellation
 - 6.3.2. Booking/Reservation Confirmation
 - 6.3.3. Proof of Payment/Payment Confirmation/Proof of Deposit/Acknowledgement Receipt

- 6.4. Jollibee reserves the right not to accept the reservation or to cancel the same if in its sole discretion the conditions of the store or products do not allow for the holding of the event in line with Company standards. The Customer shall be informed of the cancellation as soon as practicable and shall be given a full refund of the amount paid. The Customer waives any claims in relation to cancellation for the foregoing reasons.

7. **Liability**

- 7.1. **Food and beverages served by Jollibee are best consumed during the party.** Jollibee shall not be liable for any event that may arise as a result/consequence of products consumed beyond the specified time.
- 7.2. If, for whatever reason, Jollibee should be found liable for any damages to the Customer, said liability or damage shall not exceed One Thousand Five Hundred Pesos (Php1,500).
- 7.3. The Customer agrees that all complaints must be made within 24 hours from the date of the party, otherwise, the same is deemed waived.
- 7.4. The Customer shall hold Jollibee together with their officers, directors, agents, employees, or service providers free and harmless from any injury or damage caused to their persons or properties or the persons or properties of their guests, except those, which are found to be directly caused by defects in the products which are apparent or manifest at the ideal consumption time due to the willful fault or gross negligence of Jollibee, or are directly related to the willful fault or gross negligence of Jollibee or its employees. The Customer hereby waives any claims for damages arising therein.