



BIDS AND AWARDS COMMITTEE
Resolution No. 030-2024, Series of 2024

**RECOMMENDING THE AWARD OF CONTRACT FOR THE FY 2024 PRIVACY
AWARENESS WEEK PAW-LEASE OF VENUE (APP Item No. 2024-0033)**

WHEREAS, the National Privacy Commission (*NPC* or *Commission*) is an independent body mandated to administer and implement Republic Act No. 10173 of the Data Privacy Act of 2012 and to monitor and ensure compliance of the country with international standards set for data protection;

WHEREAS, pursuant to Proclamation No. 527 dated 3 July 2018, the NPC will be conducting its 7th Privacy Awareness Week (PAW). The NPC requires a venue for the conduct of the PAW to be held on 30 May 2024;

WHEREAS, the NPC approved its FY 2024 Annual Procurement Plan (APP), which includes the procurement of Lease of Venue under APP Item No. 2024-0033 with the Approved Budget for the Contract of P 1,500,000.00;

WHEREAS, Section 53.10 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 (*2016 RIRR of RA 9184*) recognizes the use of Lease of Venue as an alternative mode of procurement to promote economy and efficiency;

WHEREAS, policy considerations in Section IV. (D) (9) of Annex H of the 2016 Revised Implementing Rules and Regulations of RA 9184 provide that it is preferred that government agencies lease publicly owned real property or venue from other government agencies.

WHEREAS, the end-user conducted a Cost-Benefit Analysis¹ wherein they enumerated the eight (8) major considerations that the Commission determined which are important in this procurement activity, namely:

- (1) **Event Date** - a venue that is available on 30 May 2024;
- (2) **Number of Guests** - a venue that can accommodate 800 guests;
- (3) **Cost** - a venue that can provide facilities and services needed for the minimum budget allocation of One Million Five Hundred Thousand Pesos (Php 1,500,000.00);
- (4) **Location** - a venue within 10 Kilometers from the office of the NPC;
- (5) **Connectivity** - a venue that can be able to provide **FREE** and fast internet connection for 800 VIPs and guests;
- (6) **Adequate Parking Facility** -FREE of charge in order not to burden guest with the cost of this amenity;
- (7) **Food** - a venue that will be able to provide (inclusive) a wide array of food choices including **FREE** flowing potable water, coffee, and tea and be open and

¹ Attached as Annex "A".

flexible with approving outside food to be brought in case an emergency need arises;

(8) Overall Guest Comfort - a venue that can provide the most number of inclusions within the given budget range.

WHEREAS, on 03 May 2024, the NPC Bids and Awards Committee (NPC-BAC), through its Secretariat, sent Requests for Quotation through electronic mail to Solaire Resort and Casino, SMX Convention Center, and the Philippine International Convention Center (PICC). The Request for Quotation was also posted at the PhilGEPS and NPC website as well as the NPC bulletin board;

WHEREAS, PICC, a government-owned facility manifested that they are unavailable on the 30 May 2024. Moreover, the Cost Benefit Analysis submitted by the end-user, provided that:

Coordination efforts were made through calls, personal visits, and emails. PICC, a government facility near the NPC office was also approached for a quotation. However, an email reply from PICC dated 17 January 2024, confirmed that the venue is unavailable on the event date May 30, 2024.

xxx (Emphasis supplied).

WHEREAS, on 10 May 2024, the National Privacy Commission – Bids and Awards Committee (NPC-BAC) proceeded to evaluate the single submitted quotation from **SURESTE PROPERTIES INC.** doing business in the name and style **SOLAIRE RESORT & CASINO** and the venue it was offering was rated in accordance with the technical specifications prepared pursuant to the "Rating Factors and Determination of Reasonableness of Rental Rates" (Appendix B of ANNEX "H" of the 2016 RIRR of RA 9184). The aforementioned rating table is hereby attached as Annex "B", wherein it shows that the rating for the said **SURESTE PROPERTIES INC.** doing business in the name and style **SOLAIRE RESORT & CASINO** is 99.55%;

WHEREAS, the NPC-BAC determined that the **SURESTE PROPERTIES INC.** doing business in the name and style **SOLAIRE RESORT & CASINO**, has passed the technical requirements mandated under RA 9184 and was determined to have submitted the single calculated and responsive quotation at a bid price of One Million Five Hundred Thousand Pesos (Php 1,500,000.00);

NOW, THEREFORE, for and in consideration of the foregoing, WE, the members of the NPC Bids and Awards Committee (NPC-BAC), hereby RESOLVE, as it is hereby RESOLVED, to recommend the award of contract for the Lease of Venue for the conduct of the Privacy Awareness Week 2024 to **SURESTE PROPERTIES INC.** doing business in the name and style **SOLAIRE RESORT & CASINO**, for having the single calculated and responsive quotation in the total amount of One Million Five Hundred Thousand Pesos (Php 1,500,000.00), subject to the presentation of its original documentary requirements upon signing of the Notice of Award (NOA).

RESOLVED this 10 May 2024 via a combination of on-site and videoconference meetings.

ATTEST:


MS. SUSANA O. ABADA
PIAD
Provisional BAC Member/End-User


Digitally signed by
Milanes Rainier
Anthony Mabias
ATTY. RAINIER ANTHONY M. MILANES
PAW Planning Committee Head
BAC Member


Digitally signed
by Cabatu
Rodolfo Serios Jr
ATTY. RODOLFO S. CABATU JR.
Chief, EnD
BAC Member


MR. MARLON RUBEN N. FABRICANTE
Chief, ASD
BAC Member

On Leave
ATTY. AUBIN ARN R. NIEVA
Director IV, DASCO
BAC Vice Chairperson


Digitally signed
by Patula Maria
Theresita Elnar
ATTY MARIA THERESITA E. PATULA
Director IV, LEO
BAC Chairperson

Approved:


ATTY. JOHN HENRY D. NAGA
Privacy Commissioner
Head of the Procuring Entity
Date: MAY 21 2024 



Republic of the Philippines
NATIONAL PRIVACY COMMISSION
5th Floor, Philippine International Convention Center,
Vicente Sotto Avenue, Pasay City, Metro Manila 1307



NOTICE OF AWARD

Date Issued: **MAY 21 2024**



One Solaire Boulevard Entertainment City,
Tambo, Parañaque City

Dear 

Please be advised that upon the recommendation of the NPC Bids and Awards Committee, per BAC Resolution No. 030-2024 series of 2024, the contract for procurement of **FY 2024 PRIVACY AWARENESS WEEK (PAW) – LEASE OF VENUE** amounting to **ONE MILLION FIVE HUNDRED THOUSAND PESOS (PHP1,500,000.00)** VAT inclusive, is awarded to **SURESTE PROPERTIES, INC. (SOLAIRE RESORT & CASINO)** consistent with Republic Act No. 9184 and its 2016 Revised Implementing Rules and Regulations.

Very truly yours,


ATTY. JOHN HENRY D. NAGA
Privacy Commissioner
Head of the Procuring Entity

Digitally
signed by
Mendoza Ma.
Josefina
Eusebio

Conforme:



One Solaire Boulevard Entertainment City,
Tambo, Parañaque City

Date: **MAY 21 2024**

PURCHASE ORDER
NATIONAL PRIVACY COMMISSION
Entity Name

Supplier :	SURESTE PROPERTIES, INC. (SOLAIRE RESORT & CASINO)	P.O. No. :	2024- 05 - 0019
Address :	One Solaire Boulevard Entertainment City, Tambo, Paranaque City	Date :	27 MAY 2024
TIN :		Mode of Procurement :	Lease of Real Property and Venue (Sec. 53.10)

Gentlemen:
Please furnish this Office the following articles subject to the terms and conditions contained herein:

Place of Delivery : PARANAQUE CITY	Delivery Term : THE ENGAGEMENT IS ON 30 MAY 2024
Date of Delivery : THE ENGAGEMENT IS ON 30 MAY 2024	Payment Term : LDDAP-ADA

Stock/ Property No.	Unit	Description	Quantity	Unit Cost	Amount
	LOT	FY 2024 PRIVACY AWARENESS WEEK (PAW) - LEASE OF VENUE	1	1,500,000.00	1,500,000.00
		Specifications: 1. Venue 2. Basic Audio Equipment 3. Food The specifications/description shall be in accordance with the attached "Annex A"			

ITEM	QUANTITY	AMOUNT PER CART	TOTAL
AM and PM snacks, water station, flowing coffee and tea, and buffet lunch	800	1,875.00	1,500,000.00
TOTAL AMOUNT:			1,500,000.00

		Payment: * Payment shall be processed upon receipt of the billing statement from the supplier.			
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(Total Amount in Words) ONE MILLION FIVE HUNDRED THOUSAND PESOS ONLY

In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent for every day of delay shall be imposed on the undelivered item/s.

NOTICE TO PROCEED: Notice is hereby given that by conforming to this Purchase Order, the Service Provider/Supplier shall proceed with the delivery of the items in accordance with the terms and conditions specified herein to commence from the date of conformance hereunder indicated.

Contact Ms. Joan P. Del Mundo at +632 5322 1322 local 203 or email at asd@privacy.gov.ph for questions delivery and other concerns.

Conforme:		Very truly yours,	
	Signature over Printed Name of Supplier		ATTY. JOHN HENRY D. NAGA
	<u>MAY 28, 2024</u>		Signature over Printed Name of Authorized Official
	Date		Privacy Commissioner 

Fund Cluster : 01	ORS/BURS No. : 02-101-2024 -05- 00302
Funds Available : ₱ 1,500,000.00	Date of the ORS/BURS: MAY 27, 2024
	Amount : ₱ 1,500,000.00 
JOHANA CARLA T. GOMEZ as per PCSO No. 017 s. 2023	
Signature over Printed Name of Chief Accountant/Head of Accounting Division/Unit	



LETTER OF AGREEMENT

By and between

National Privacy Commission (hereinafter referred to as the "CLIENT")

And

SOLAIRE RESORT ENTERTAINMENT CITY

(owned and operated by Sureste Properties, Inc., and hereinafter referred to as the "HOTEL")

For the National Data Privacy Conference on May 30, 2024

The HOTEL agrees to hold the space list in this Agreement on a tentative basis until May 16, 2024. If this Agreement is not fully executed by the CLIENT and HOTEL by **May 16, 2024**, the HOTEL will release the space. If an alternate request is received, the HOTEL will notify the company and will provide forty-eight (48) hours from the HOTEL notification to return this executed Agreement.

A. FOOD AND BEVERAGE/MEETING ARRANGEMENTS

1. Summary of Meeting Schedule

Date	Time	Event	Venue	Setup	Agreed	Total Nett Charges
Thu, 05/30/24	3:00 AM - 7:00 AM	Ingress	Solaire Grand Ballroom	-	-	Complimentary
Thu, 05/30/24	8:00 AM - 7:00 PM	Meeting - Whole Day	Solaire Grand Ballroom	Round Table	800	Php1,500,000.00
Thu, 05/30/24	6:00 AM - 7:00 PM	Holding Area	Hospitality Suite	Existing	-	Complimentary

2. Event Venue Commitment

The HOTEL is currently holding event space based on the above Program of Events dated above. This is considered to be a firm commitment by the CLIENT and his group and any increase or decrease to that commitment may result in a modification of room rental/consumables by the Hotel. All event space is assigned by the Hotel according to the number of persons guaranteed to attend the CLIENT's and his group's event. The HOTEL reserves the right to reassign the space listed on the Program of Events to accommodate both the CLIENT and his group and all other groups using the Hotel's facilities during the CLIENT and his group's meeting. The CLIENT agrees to promptly notify the HOTEL of any changes in its event space requirements.

Should the actual number of persons exceed the guaranteed attendance, menu price per succeeding person will be subject to 10% increase.

3. Meeting and Menu Packages

Food and Beverage Requirements

The HOTEL is pleased to confirm the meeting package for the CLIENT and his group:

Whole Day Meeting Package / Total Charges at Php1,500,000.00 nett for 800 persons

Buffet Lunch with One Round Iced Tea or Soda

Afternoon Snacks with free-flowing coffee or tea

SURESTE PROPERTIES, INC.

1 Asean Avenue | Entertainment City | Tambo Parañaque City 1701 | Philippines
Tel # 63.2.8888.8888 | Website: www.solaireresort.com

**Inclusions:**

Arrangement includes the following at no additional charge:

- Use of the meeting venue for (10) ten hours
- Conference pads, pens and mints
- Speakers and microphones

Concessions:

- Complimentary ingress from 3:00 AM – 7:00 AM on the day of the event valued at Php1,320,000.00++
- Complimentary 1 Deluxe City room with breakfast for two persons valued Php17,800.00++
- Complimentary holding room (Hospitality Suite) valued at Php43,000.00++
- Complimentary self-parking. Valet parking not included

Setup Requirements & Lay out

Below are the confirmed setup arrangements and the detailed layout for the Event.

- Banquet (rounds of 10/table) set up will be provided
- Registration table setup at the pre-function area
- Speaker's table on stage with podium
- Stage backdrop and design will be provided by the client
- Other banquet details to be indicated in the Banquet Event Order

Audio Visual and Communication Equipment & others

CLIENT shall immediately notify HOTEL should there be any other additional audio-visual requirements aside from the inclusions in the package. Additional rental fees may be charged to the CLIENT, including electrical fees, for additional equipment brought in requiring power supply.

Hotel Premises

HOTEL reserves the right to approve or deny all signages and decorations within its event venues. Signs are permitted only at the ballroom foyers, main lobby using hotels electronic signage. Any other signage display should be pre-approved by the HOTEL.

Please refer to the sub-contractor agreement for set-up/ingress arrangements.

B. ATTRITION AND DEPOSIT**1. Billing Instructions
Summary of Charges**

Particulars	Date	#Covers	Total Nett Charges
Whole Day Meeting Package	5/30/2024	800	Php1,500,000.00

**Estimated total may vary depending on actual charges, whichever is higher.*

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Tel # 63.2.8888.8888 Website: www.solaireresort.com

**Master Account**

It is understood that CLIENT will be responsible for the meeting, food, and beverage charges as well as incidental charges incurred by its guests. Any authorized charges by the authorized signatory stated in the Letter of Authorization will also be billed to the master account.

Master Account Settlement

As a valued client of the HOTEL, credit facilities have been granted based on submitted documents to the HOTEL's Finance Department.

A signed copy of this Letter of Agreement along with the Purchase Order (PO) will be required with the names and specimen signature of the authorized signatories during the event will be required on or before **May 16, 2024**.

The master account should be settled within 10 days after the invoice has been received otherwise a 1% surcharge per month will be levied to the total amount due.

In any case CLIENT will be responsible for all the unpaid balance of the guests' charges.

2. Schedule of Deposit Payment and Attrition

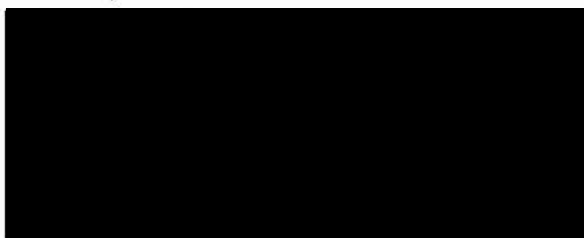
Date Due	Schedule of Payments and Attrition
May 16, 2024	✓ Signed Letter of Agreement ✓ Purchase Order (PO)
May 30, 2024	✓ All arrangement in this agreement will be considered guaranteed

Banking Details:

If you wish to pay by electronic transfer, refer to our bank as follows:

Account name :
A/C No :
Swift Code :
Bank Name :
Bank Address :

TIN# :

**C. TERMS & CONDITIONS****CANCELLATION**

CLIENT may only cancel the Event upon prior written notice to HOTEL. In case of cancellation by CLIENT, CLIENT shall be liable to pay the corresponding cancellation fee in addition to the 10% non-refundable deposit:

May 16, 2024	100% of the estimated total charges
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In case the Event is cancelled by HOTEL, the HOTEL shall return any and all amounts received from CLIENT including the 10% non-refundable deposit.

D. CONFIRMATION

It is mutually understood that space has been tentatively reserved and will not be guaranteed to CLIENT until a signed copy of this **Letter of Agreement** have been received by HOTEL. The final option date is May 16, 2024.

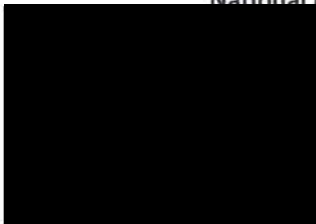
If a signed copy of the **Letter of Agreement** is not received by **May 16, 2024**, the hotel reserves the right to release all the accommodation and function space without prior notice.

The General Terms and Conditions as attached to this Letter of Agreement will be considered final when duly signed by both parties. Any subsequent changes will only be made with the written consent of both parties.

Thank you for choosing **Solaire Resort Entertainment City**. We all look forward to working with you and planning a successful programme.

AGREED AND ACCEPTED BY

National Privacy Commission and Solaire Resort Entertainment City



Date: May 15, 2024

Mr. John Henry Du Naga
Privacy Commissioner and Chairman

Date:

Noted By:



Date: May 15, 2024

Approved By:



Date: May 15, 2024



EVENT GENERAL TERMS AND CONDITIONS

1. Deposit and Payment Requirements

Please forward to Sureste Properties, Inc. ("HOTEL") the signed Letter of Agreement ("Agreement") along with an acceptance of the general terms and conditions on or before **May 16, 2024** as an indication of your confirmation. All deposits paid by or on behalf of CLIENT shall be subject to the cancellation terms and conditions set forth in the Agreement in the event of cancellation by CLIENT.

2. Force Majeure

In the event that the performance of the Agreement is delayed or prevented by any unforeseen cause/event or if foreseeable, is beyond the HOTEL's reasonable control (including, without limitations, any acts or orders of government authorities; or by fire or explosion; sale of the HOTEL; necessary and essential construction; arrest or seizure and legal process; strike; Acts of God; epidemic, pandemic, other restraint of labor from whatever cause, closure due to infectious disease; or other similar causes that will render the services impossible to provide) the HOTEL shall be discharged of its obligation to provide accommodation or other services. The CLIENT shall be allowed to reschedule the event at a date mutually agreed to by the CLIENT and HOTEL and which shall not be later than six (6) months from the date of the original scheduled event. The HOTEL reserves the right to offer/move the event on the venues based on availability.

3. Minimum Guaranteed Attendance and Venue Allocation

Allocation of event venue is in accordance with the minimum number of guaranteed attendees ("Minimum Guarantee"). The Minimum Guarantee for the event shall be confirmed at the time of signing the Letter of Agreement, after which only an increase in number will be permitted. The final attendees will need to be confirmed at least seven (7) days prior to the event. Charges will apply to the guaranteed or actual number of people attending whichever is higher. **Should the actual number of persons exceed the guaranteed attendance, menu price per succeeding person will be subject to 10% increase.**

4. Food and Beverage Policy

Food shall be prepared based on the Minimum Guarantee. Should the number of persons exceed the Minimum Guarantee, the HOTEL would not be able to ensure consistency in the quality and quantity of food and quality of service in the absence of adequate notice. For an increase in the number of guests, additional food will be subject to HOTEL's discretion.

Only food and beverage items provided by HOTEL are to be consumed in the HOTEL premises. For any food brought and will be consumed within the banquet area premises, an INDEMNITY Form will be required and is subject to the approval of the Hotel's Culinary and Hygiene Team. **No leftover food or beverages will be available for take-away.**

5. Extended Hours / Surcharge/ Night Set-Up Fee

Requests for extensions or early ingress for use of the Venue shall be subject to the discretion of the HOTEL. Permitted extensions or early ingress shall be subject to hourly charges.

6. Cancellation

CLIENT may cancel the event upon prior written notice to the HOTEL, subject to the cancellation terms set forth in the Agreement. HOTEL reserves the right to offer, move or cancel the Event at its discretion. Unless there is an agreement to the contrary, neither Party shall have further obligation to each other except those provided for in the Agreement.

7. Entertainment Noise Levels

All entertainment requirements for the event are to be approved prior to the event by the HOTEL in addition to place, time and noise pollution levels of the planned entertainment. The HOTEL reserves the right to regulate volume levels at all times.

8. Technology, Communications and Electrical Installations

All installations provided by the CLIENT, must be supervised by and conform to any recommendations made by the HOTEL at all times.

CLIENT must inform the HOTEL about the total electricity load requirement for the event at least seven (7) days in advance, so as to make necessary arrangements or advise the client to arrange for additional generators.

An in-house Event Technician must be in attendance (which may be subject to additional charges) if an external technology and communication supplier is selected by the CLIENT.

9. Exhibitions

All exhibitions and stage set-ups to be constructed or installed by outside contractors as well as plans and power requirements must be approved by the HOTEL at least fourteen (14) days prior to the event.

10. Damages, Liability and Insurance

CLIENT shall indemnify and hold harmless the HOTEL for any loss, breakages or damage to property, bodily injury or death of persons that may be suffered by the HOTEL or its guests, including attendees of the CLIENT arising from or as a result of the negligence, omission, fault or misconduct of the CLIENT, its employees, contractors, subcontractors, CLIENT's guests, invitees or other persons attending the event, whether in the area reserved or any area or part of the HOTEL. CLIENT shall be liable for any and all damages or injury, whether physical, personal or advertising injury, including but not limited to libel,

SURESTE PROPERTIES, INC.

1 Asean Avenue | Entertainment City | Tambo Parícut City 1701 | Philippines
Tel # 63.2.8888.8888 Website: www.solaireresort.com



slander, invasion of privacy, intellectual property infringement, among others, that may be caused to the property, person, directors, officers, employees and guests of HOTEL, as a result of or arising from the act or omission of CLIENT, its employees and authorized representatives.

The HOTEL shall not be liable for any loss or damage of guest's belongings during the event nor shall it be liable for any loss or damage to property left within the HOTEL premises before or after the event unless the same is due to the fault or gross negligence of the HOTEL or its employees. In any event, the HOTEL's liability shall in no case exceed the total amount of the fees paid by the CLIENT.

INSURANCE COVERAGE

General Liability Insurance
1. Premises & Operations – P 10,000,000 combined single limit for bodily injury and damage to property and annual aggregate
2. Name SPI as Additional Insured
3. Cross Liability Clause

11. Set Up and Delivery of Equipment

CLIENT is responsible for costs involved and ensuring compliance with set-up and break down times in all event venues. CLIENT shall notify HOTEL prior to any delivery of equipment which must be marked with the name and date of the Event. Whilst every effort will be made to assist in movement of goods from loading bay to the Event venue, assistance shall be subject to staff availability. The HOTEL does not have storage facilities other than event venues booked by the CLIENT. Goods left in the HOTEL without prior arrangements will be deemed abandoned and/or subject to storage fees at the election of the HOTEL.

12. Solidary Liability and Security Deposit

In case damages are caused by the CLIENT OR THE CLIENT's organizer, contractor, subcontractors, agents, employees, or representatives, in any area of the hotel, the CLIENT, organizer and the contractor shall be jointly and severally liable for the cost of cleaning, repair, loss or replacement of the property damaged. Prior to ingress, CLIENT (whether by itself or through its organizer or contractor) shall pay a security deposit equivalent to **Fifty Thousand Pesos (Php50,000)** before the event date.

13. Smoking and other Prohibited or Dangerous Acts Fee

Smoking is allowed only in clearly designated areas of the HOTEL. In the event that the CLIENT or any of its representatives, employees, guests, agents, organizer, contractors or subcontractors smoke in non-smoking areas inside the ballroom, or event venue, or any other function areas, during the Event, a minimum fee of Ten Thousand Dollars (USD10,000) will be imposed as penalty and to answer for damages to the ballroom, or event venue, any other function areas, including but not limited to the carpets, linens, flooring, among others. In the event that the value of the damages exceeds the aforementioned fee or any amount agreed upon by the Parties, the CLIENT shall pay for the excess amount based on the estimated damages with the confirmation of the HOTEL representative and CLIENT representatives.

Your safety and the safety of the HOTEL's guests and colleagues while within the HOTEL is of the highest priority and is the reason for these guidelines and their strict enforcement. The CLIENT shall ensure that, together with its contractors and/or subcontractors, it will attend the technical meeting and/or Client Briefing to be given by the HOTEL at least seven (7) days prior to the Event Date. Any violation of the HOTEL's rules and regulations due to the commission of prohibited and/or dangerous acts shall result in the immediate stoppage of the prohibited or dangerous acts and the Event itself. A maximum penalty of Two Hundred Fifty Thousand Philippine Pesos (Php250,000) will be imposed for the violation. Further, the HOTEL has the authority and absolute discretion to switch off the power to the function room and stop the Event unless the unacceptable practice and/or prohibited or dangerous acts are immediately ceased and rectified.

14. Standard Safety and Health Protocols

CLIENT undertakes to strictly comply with HOTEL's standard health and safety protocols at all times. Failure of CLIENT, or the CLIENT's organizer, contractor, subcontractors, agents, employees, or representatives to comply with and observe HOTEL's standard health and safety protocols entitles HOTEL to refuse entry to the HOTEL premises or removal therefrom.

15. Guest Conduct

The HOTEL reserves the right to allow or refuse admission and entry of persons entering the HOTEL's facilities. In the event that the behavior of any of the CLIENT's guests or attendees become unacceptable or should cause embarrassment or discomfort to others (guests or HOTEL staff), the HOTEL reserves the right to remove such individual/s from the HOTEL premises.

16. Display and Materials

Banners, posters or any other display object or material shall be free standing. Using nails, thumb pins, tape and similar implements are not permitted. All display materials within the event venue shall require prior approval of the HOTEL.

No banner, poster or signage is permitted in any public areas or around the Periphery of the HOTEL.

17. Notice

Any notice to the HOTEL under this Agreement shall be made in writing and addressed to:



SURESTE PROPERTIES, INC.

1 Asean Avenue | Entertainment City | Tambo Paríague City 1701 | Philippines
Tel # 63.2.8888.8888 Website: www.solaireresort.com



[REDACTED]
Solaire Resort Entertainment City, 1 Asean Avenue, Entertainment City, Parañaque City 1701

18. Confidentiality

CLIENT shall, and shall cause its employees, agents, and representatives to, use all commercially and legally reasonable means to safeguard and keep confidential the Confidential Information. CLIENT shall not disclose any of the Confidential Information to any third party except with the prior written consent of the other HOTEL. For purposes of the Agreement Confidential Information shall mean proprietary and confidential information relating in any manner to the HOTEL or its business, however documented, that is disclosed to CLIENT in any form. It includes proprietary ideas, patentable ideas, trade secret, profit and margin information, technical and business information, operations, business models and plans, financial affairs, confidential reports, clients, patrons, VIP lists, employees, suppliers, contracts, and sales and marketing methods and all other information relating to the HOTEL's business.

19. Intellectual Property Rights

CLIENT acknowledges that HOTEL owns all intellectual property rights to "Solaire" and CLIENT, its affiliates, assignees, agents, and employees do not acquire any right under this Agreement to use "Solaire" or any other trademark, trade name or other intellectual property of HOTEL or any of its existing and future affiliates or anything confusingly similar to any of the foregoing, in any advertising, publicity, marketing or promotion, without the prior written consent of HOTEL.

COMPANY shall not cause or attempt to create, assert, register, or use the name of HOTEL and/or SOLAIRE, or any of HOTEL's affiliates, as well as all other trademarks or servicemarks associated with HOTEL and/or SOLAIRE, or any of HOTEL's affiliates, whether now or in the future, whether by itself or as part of any other trademark, trade name, domain name, or other material without the prior written consent of HOTEL.

20. Dispute Resolution

Any dispute arising from this Agreement shall be resolved exclusively through legal action before the competent courts of Parañaque City.

21. Counterparts

This Agreement may be executed in counterparts and signatures via electronic transmission, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

22. Entire Agreement

Subject only to variations specified in a subsequent Banquet Event Order signed by both parties, the attached letter and these Terms and Conditions constitute the entire agreement of the parties and shall supersede all prior offers, negotiations and agreements in connection with the Event.

I understand and agree to the terms and conditions listed above.

Agreed and acknowledged by:

A handwritten signature in black ink, appearing to read "John Henry Du Naga", written over a horizontal line.

Name: John Henry Du Naga thru, National Privacy Commission
Date:

A handwritten signature in blue ink, appearing to read "John Henry Du Naga", written over a horizontal line.

SURESTE PROPERTIES, INC.

1 Asean Avenue | Entertainment City | Tambo Parañaque City 1701 | Philippines
Tel # 63.2.8888.8888 Website: www.solaireresort.com



Annex "A"

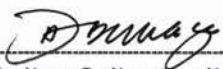
Data Privacy

Data Privacy

The HOTEL respects the CLIENT's rights to data privacy. Its Privacy Policy, which is published at www.solaireresort.com/about#privacy-policy, details the information that the HOTEL collects and how that information is used, among others. The Privacy Policy also contains information on CLIENT's data privacy rights, and provides instructions what to do if CLIENT does not want personal information collected or further disseminated, subject to legal and contractual obligations. CLIENT should take the time to read the Privacy Policy before proceeding below.

By signing below, CLIENT hereby authorizes the HOTEL to (1) obtain the personal and sensitive personal information indicated in this form and the preceding contract/engagement from CLIENT, or from CLIENT's authorized representative; (2) to collect, use, process, share, and retain personal information for the purposes of processing CLIENT's contract with the HOTEL, and related purposes which are stated in the HOTEL's Privacy Policy published at www.solaireresort.com/about#privacy-policy, including registration in its booking system for hotels, restaurants and/or venues, verifying CLIENT's identity upon booking or reservation, providing CLIENT services that are specific to CLIENT's preference, notifying and updating CLIENT about new promotions and future events, and validating CLIENT's identity when CLIENT avails discounts and rewards, if any; and (3) retain said personal information on file ten (10) years after the end of CLIENT and HOTEL's business relationship and in accordance with applicable laws and industry standards.

Agreed and acknowledged by:



Name: John Henry Du Naga thru, National Privacy Commission

Date:

