

BIRTHDAY CELEBRATION PACKAGE



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Price:

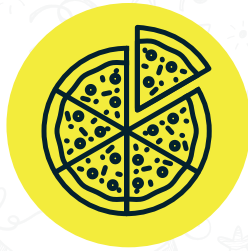
AED 5000

Price for Annual Pass:

AED 4500



10 Park Tickets



10 Meals in Fine Dining Restaurant



10 Fast Track Passes



Party Host



Surprise Gift for Birthday Celebrant



Balloon Decoration at Dedicated Party Space



Ferrari World Themed E-invites



3D 1Kg Cake

Choose your Flavour:

- Chocolate
- Chessecake
- Vanilla
- Carrot
- Red Velvet
- Strawberry



ADD-ONS:

- Combo meals for the adults attending
- Tickets for additional adults
- Fast Track Passes
- VIP Escort for 3 hours for up to 6 Kids
- Private party room

AED 100

AED 241.50 per adult

AED 150

AED 1650

AED 2500

GUEST DETAILS

Celebrant's full name:	
Date of party:	Age range of guests:
Gender:	Number of guests:
Email:	Contact name:
Time for table reservation for lunch:	Contact number:
Special dietary requirements:	

Things to note:

- Birthday package confirmation & Payment will require at least five (5) days' notice prior to event date.
- The park operates 'ladies only' events; on these occasions only females and boys aged 8 or below may enter the park (and no mobile phones are permitted in the park). For the full policy, please visit www.ferrariworldabudhabi.com
- You may customize the birthday package by adding additional items (at additional cost), but the inclusions cannot be modified or removed

Food & Beverage

No outside food and beverage is allowed to be brought into Ferrari World Abu Dhabi. Due to health and safety concerns, food and beverages purchased in the Park are not permitted to be removed from the Park. Any food not included in birthday package will be charged extra.

Client Undertaking

I have read and accept the terms of this Proposal and the attached Terms and Conditions. By signing below, I agree that I am responsible for ensuring the participants (or parents or guardians of minor participants) understand and accept the terms of participation.

Signature of Parent/ Legal Guardian

Please complete the form, scan and email it back to Events@yasconcierge.com and one of our hosts will be in touch to confirm your booking. Alternatively, you can hand over the completed form to Guest Services at Ferrari World Abu Dhabi.

TERMS AND CONDITIONS

Definitions

- 1.1. "Agreement" means these Terms and Conditions, the Proposal, and any other Appendices or Schedules referred to in the Proposal, which together form the Agreement.
- 1.2. "Client" means the company or individual defined in the Proposal attached to these Terms and Conditions.
- 1.3. "Confidential Information" means any and all confidential and proprietary information furnished or disclosed by MX to the Client its affiliates, employees, owners, principals, shareholders, directors, managers, officers, financial institutions, accountants, legal representatives, media consultants, agents and/or representatives disclosed or submitted, orally, in writing, electronically or, by any other medium whatsoever.
- 1.4. "Event" means the Client's event which is the subject of the Proposal attached to these Terms and Conditions.
- 1.5. "Event Date" means the date(s) on which the Event is to take place, as more particularly defined in the Proposal.
- 1.6. "Force Majeure" means all events which are beyond the control of the either party and which are unforeseen or if foreseen are unavoidable and which render impossible the performance of any material obligation or the exercise of any material right under this Agreement by either of the parties and which by the exercise of reasonable diligence the party affected was unable to prevent, including the following:
 - (a) war, invasion, rebellion, revolution, insurrection or civil war;
 - (b) act of government in its sovereign capacity;
 - (c) earthquakes, fire, lightning, storms, floods or any other occurrence caused by the operation of the forces of nature;
 - (d) strikes, lockouts, boycotts or labour disputes affecting the operation of the business of either party at a national level by labour not employed by the affected party or its subcontractors but excluding any labour dispute which is specific to the party or the performance of this Agreement; and
 - (e) terrorism, sabotage or arson.
- 1.7. "Leisure Facility" means Warner Bros. World™ Abu Dhabi, Ferrari World Abu Dhabi, Yas Waterworld Abu Dhabi, or SeaWorld® Yas Island as more particularly referred to in the Proposal. "Leisure Facilities" means more than one Leisure Facility
- 1.8. "MX" means Miral Experiences L.L.C., the operator of the Leisure Facilities
- 1.9. "Parties" means MX and the Client, and a "Party" means MX or the Client
- 1.10. "Proposal" means the offer letter attached to these Terms and Conditions.

2. Interpretation

In this Agreement, unless the context otherwise requires:

- 2.1 Words importing the singular only shall also include the plural and vice versa and, where the context requires, words importing persons shall include firms and corporations.
- 2.2 The clause headings in this Agreement are for the convenience of the Parties only and do not affect its interpretation.
- 2.3 References to laws, regulations or requirements include references to any modification, extension or re-enactment thereof from time to time.
- 2.4 Reference to this Agreement shall be construed as a reference to such agreement or document as amended, modified or supplemented and in effect from time to time.
- 2.5 References to a clause or a schedule are to a Clause or a Schedule of, or attached to this Agreement.
- 2.6 To the extent of any inconsistency, the Proposal will prevail over these Terms and Conditions.

3. Validity of Proposal

- 3.1 The terms of the Proposal are only valid for seven (7) days from the date the Proposal is issued by MX to the Client and then shall expire. It can also be retracted by MX by writing to the Client (including email) before expiration.
- 3.2 In order to make a formal request for the Event on the terms set out in the Proposal and enter into a binding legal commitment for the Event, the Client must sign and return the Agreement within seven (7) days following receipt. In doing so, the Client indicates its acceptance of these Terms and Conditions.
- 3.3 Once MX confirms the booking the Event is confirmed and may only be cancelled by the Client in accordance with clause 6.
- 3.4 There is no requirement for MX to sign the Agreement and failure of MX to do so will not invalidate the Agreement.

3.5 If the Client wishes to cancel or make changes to the Event, it must email Events-ME@miral.ae. MX does not guarantee that requests and communication sent via other means will be received or that any requested changes will be met.

4. Ticketing, Pricing and Events

4.1 The ticket prices to the Leisure Facility and other costs for the Event have been negotiated and agreed between the Parties and are as stated in the Proposal.

4.2 All tickets purchased are non-refundable and non-transferable, except as stipulated in the 'Cancellation Policy' referred to in clause 6 below.

4.3 All tickets prices are based on a 'per person per day' rate, and are only valid on the Event Date(s) (as defined in the Proposal).

4.4 Terms and conditions relating to ticket categories and products apply to the Client's purchase and use of products and are available through the following links: Ferrari World Abu Dhabi, Yas Waterworld Abu Dhabi, Warner Bros. World™ Abu Dhabi, SeaWorld® Yas Island. The Client accepts these terms and conditions on behalf of every guest and shall ensure that each person in the group complies with these terms and conditions.

4.5 Entry into all Leisure Facilities is subject to security checks and clearance.

4.6 Any Special Rates (as defined in the Proposal) are offered to the Client by MX based on the set ticket quantities of guests for the Event. MX has the right to increase the price per person, should the Client seek to reduce the ticket quantities set out in the Proposal.

4.7 Should the Client wish to increase the ticket quantities in the Proposal, it may send a written request to Events-ME@miral.ae. MX is under no obligation to accept the request, but it will endeavor to do so.

4.8 If the Client wishes to buy additional ticket quantities at the Leisure Facility ticketing counter (such requests subject to MX's approval), it must pay for the additional ticket quantities at the relevant ticketing counter. In exceptional cases MX may permit Clients on credit terms to pay for additional ticket quantities in accordance with those credit terms (as determined by MX) and the Client hereby represents and warrants it will pay for any additional ticket quantities ordered at the relevant ticketing counter.

4.9 Tickets cannot be exchanged for any other event being hosted by MX and are only valid in the relevant Leisure Facility for the Event.

4.10 The tickets and Event entry may not be sold or transferred by the Client to any third party for commercial gain. The Client must not supply or make the tickets available for purchase via any other medium whatsoever, including (but not limited to), auction sites, such as dubizzle.com, souq.com, or as part of any group discount website, such as Cobone, Yalabanana or Groupon.

4.11 Program times, components, and experiences are subject to change, if such change is minor (the experience is still on the same day), Client shall not be entitled to a refund or any compensation. If MX needs to cancel Client's booking, MX will refund Client the cost of the experience for anyone who is affected by the cancellation, but no additional compensation, costs or expenses are payable.

5. Payment Terms

Unless otherwise stated in the Proposal or agreed in writing with MX:

5.1 Any tickets purchased as part of this Agreement will not be released to the Client by MX, until MX has received full funds for the value of the tickets purchased into MX's bank account, the details of which will be supplied by MX to the Client on completing this Agreement.

5.2 Unless the Proposal states that credit terms apply (in which case the Client must pay for the Event within thirty (30) calendar days following receipt of MX's invoice):

a) MX will require a fifty percent (50%) advance payment for the entire cost of the Event at the time the Client signs the Proposal and returns it to MX.

b) The remaining fifty percent (50%) balance of the entire cost of the Event will be paid by the Client to MX fourteen (14) days before the Event Date. MX reserves the right to refuse admission on the day of the Event if the Client has not paid the balance due before the Event Date.

c) If a booking is made less than thirty (30) days before the Event Date, MX will require full payment upon signing of the Proposal.

d) The Event cost is subject to VAT. The Proposal states the total price both including and excluding VAT for the Client's information. If the Client is registered for VAT under UAE law and has a TRN number, the Client must provide the following to MX at the time of submitting the signed Agreement: (a) its official company name; (b) its registered address for VAT purposes; and (c) its TRN number

6. Cancellation Policy

6.1 If the Client wishes to cancel the Event it must issue prompt written notice to MX by email to Events-ME@miral.ae, and the following cancellation charges will apply:

a) thirty-one days (31) days or more before the Event Date, MX shall be entitled to withhold ten percent (10%) of the Event fee as a cancellation fee;

b) between fifteen (15) and thirty (30) days before the Event Date, MX shall be entitled to withhold fifty percent (50%) of the Event fee as a cancellation fee;

c) between seven (7) and fourteen (14) days before the Event Date, MX shall be entitled to withhold seventy five percent (75%) of the entire Event fee as a cancellation fee; and

d) within seven (7) days of the Event Date, MX shall be entitled to withhold one hundred percent (100%) of the entire Event fee as a cancellation fee.

6.2 The Parties hereby acknowledge and confirm that the cancellation fees represent a genuine pre-estimate of the loss that is anticipated to be suffered by MX as a result of such cancellations.

6.3 MX may cancel the booking/Event at any time, without liability to the Client, if the Client has failed to pay for the booking/Event in accordance with clause 5.

6.4 In exceptional circumstances, MX may amend or cancel the Event by written notice to the Client. In such a case, MX will endeavor to reschedule or adjust the Event in consultation with the Client. If this is not possible, MX cancels the Event it will refund any advance payment made by the Client. MX shall have no further liability to the Client in relation to such cancellation. Separate cancellation terms apply to food and beverage components: please see clause 9.

7. Confidentiality and Personal Data

7.1 The Parties undertake to the other to keep confidential and not, without the consent of the other Party, disclose to any other person (other than their respective directors, employees, agents or professional advisers who need to know the same), and not in any event to make use of for its own purposes, any Confidential Information concerning the business or affairs of the other, or the subject matter of this Agreement which either Party may divulge or supply to the other, or to which the other is allowed access or which it otherwise obtains (whether before or after the date of this Agreement) and also to use all reasonable endeavors to procure that their respective employees, agents and professional advisers observe the same obligation of confidentiality. References to "the other" will in each case include their respective affiliates.

7.2 Nothing in the Agreement prohibits disclosure of information which:

(a) is in the public domain otherwise than as a result of a breach of this Agreement;

(b) is received from a third party provided that it was not acquired directly or indirectly by that third party as a result of a breach of this Agreement; or

(c) is required to be disclosed by law or any relevant authority

7.3 All personal data collected by MX under this Agreement will be held and managed in accordance with all applicable laws and MX's applicable privacy policy.

7.4 This clause shall survive expiry or termination of the Agreement.

8. Intellectual Property & Copyright

8.1 Each Party shall retain its own intellectual property rights in existence at the time of signing the Agreement. The Client shall not acquire any right of ownership or right of use to the names, signs, emblems, logos, or trademarks of MX, the Leisure Facilities, or any other affiliate of MX, whatever the context may be or the purpose, and in particular for publicity or promotional purposes. This clause shall survive expiry or termination of the Agreement.

8.2 The Client is permitted to take personal pictures and/or record personal videos inside the Leisure Facilities (but no such personal pictures or videos should be shot whilst on a ride or attraction), and such personal pictures and/or videos must not be used for any commercial purpose, or published (alone or in conjunction with any other third party), marketed or made available for sale except with MX's prior written consent and subject to such conditions as MX may prescribe.

8.3 Professional filming and photography equipment is not permitted inside the Leisure Facilities without the express prior written approval of MX.

8.4 Except as expressly permitted pursuant to clause 8.2, the Client shall not sell, market, promote, and/or advertise the Event.

8.5 Except as expressly permitted pursuant to clause 8.2, the Client shall not exploit, distribute, broadcast, display or otherwise make use of (i) images of the Leisure Facilities (ii) recorded sounds or moving images of the Leisure Facilities; (iii) logos, trademarks or names related to the Leisure Facilities; and/or (iv) any other intellectual property rights owned by or licensed to MX.

9. Food and Beverage

9.1 If the Proposal for the Event includes specific reference to food and beverage items, the following terms and conditions will apply:

(a) Any menu change requests made by the Client received after execution of the Proposal are subject to a price adjustment (as determined solely by MX);

(b) Any menu change requests made by the Client must be communicated and agreed by both Parties in writing, at least seven (7) days in advance of the Event, and are subject to availability;

(c) Subject to clause 9.2, MX's quoted menu prices are guaranteed up to the Event Date as per the details appearing in the Proposal;

(d) MX will provide the meal options for the Client headcount as agreed between the Client and MX, and as set out in the Proposal. Any increase to this number that has not been communicated in writing to MX by the Client a minimum of fourteen (14) days prior to the Event Date cannot be guaranteed by MX, but MX will endeavor to accommodate such request;

(e) A separate charge will be made for any additional meals requested above the agreed number of Client headcount as detailed in the Proposal;

(f) In addition, the Client may directly purchase any meals/snacks of their choice in the available restaurants and outlets at a Leisure Facility, over and above the meal costs set out in the Proposal;

(g) Notwithstanding clause 5, MX will charge the Client for the meal options set out in the Proposal as per the agreed Client headcount, and any reduction in the Client headcount that has not been communicated to MX at least thirty (30) days prior to the Event Date will remain chargeable; and

(h) The Client must notify MX of any guests with food allergies. If these guests do eat or drink at the relevant Leisure Facility, they will be required to sign a disclaimer form.

9.2 In exceptional circumstances, MX may be required to change a menu option. In such circumstances MX will offer an equivalent menu option (from a menu as determined by MX).

9.3 The Client is not permitted to bring outside food and/or beverages into the Leisure Facility for the Event, unless exceptional circumstances apply and MX has given its prior written approval (MX may withhold its approval without a reason, in its sole discretion). If MX does approve a request, the approval will be conditioned on the Client accepting and signing a disclaimer form (available upon request).

10. Special Terms for SeaWorld® Yas Island

10.1 Guests of the Client with allergies should be aware that animals in the relevant Leisure Facility consume shellfish and fish each day. Please speak to a MX representative for more information on allergens at the relevant Leisure Facility.

10.2 Animal welfare is our key responsibility, accordingly it is strictly prohibited for any person to:

(a) enter or attempt to enter into any animal habitat, water body or medical/research area without the consent of an authorised representative of the relevant Leisure Facility

(b) handle, feed or attempt to feed any animals or specimens without the consent of an authorised representative of the relevant Leisure Facility;

(c) throw, place, or otherwise introduce any object into an animal habitat without the consent of an authorised representative of the relevant Leisure Facility;

(d) distract or attempt to distract any relevant Leisure Facility colleagues working in any animal habitat, water body or medical/research areas;

(e) harass or distress (or attempt to harass or distress) any animals (i.e. tapping on the habitat glass); and/or

(f) intentionally mistreat (or attempt to intentionally mistreat) any animals.

If Client fails to comply with this rule, it may result in Client, its entire group and/or any offending personnel being removed from the relevant Leisure Facility, denied re-entry and/or banned from admission to the relevant Leisure Facility (temporarily or permanently) without liability, compensation or refund.

11. Warranties and Representations

11.1 The Client warrants and represents that it will comply with the terms and conditions of this Agreement.

11.2 The Client warrants and represents that no damage will be caused to the Leisure Facility arising out of or relating to the Event.

11.3 The Client warrants and represents that it and each of its guests will abide by the Entry Terms, a copy of which is available at the following links: Ferrari World Abu Dhabi, Yas Waterworld Abu Dhabi, Warner 11.4

The Client warrants and represents that at all times:

(a) the Event will not infringe, contravene or offend UAE moral and/or cultural values or sensitivities; and

(b) it shall not use or attempt to use any part of the Leisure Facilities for any use or proposed use which would be contrary to UAE laws, UAE cultural and moral values, common decency or good morals or otherwise improper or detrimental to the reputation of MX.

11.5 Each Party warrants and represents to the other with respect to itself that it has the full right, power and authority to execute deliver and perform this Agreement.

12. Indemnity and Liability

12.1 The Client hereby agrees to indemnify MX, its directors, officers, employees, agents and consultants from any and all loss, damage, claims, expenses, or direct liability, (including legal or other professional fees) incurred in connection with, or which may arise out of:

a) any breach of this Agreement by the Client;

b) any non-compliance by the Client with any applicable laws;

c) failure to advise MX of a guest's allergy;

d) loss, damage or injury sustained at the Leisure Facility due to (i) the Client's (ii) the Client's agents, subcontractors or employers, and/or (iii) the Client's guests' negligent, illegal or deliberate act or omission; and/or

e) any failure of the Client's guests to comply with the terms of this Agreement and the Entry Terms.

12.2 For the avoidance of doubt, any breach of this Agreement by the Client will give MX the right to refuse entry and remove the Client and its group from the relevant Leisure Facility, deny the Client with re-entry and/or ban the Client from admission into the relevant Leisure Facility (temporarily or permanently) without liability, compensation or refund.

12.3 MX does not guarantee the entire Leisure Facility will be available for use during the Event, and MX's only liability in respect of partial closure is to inform the Client in advance of the Event, where possible. In particular certain rides, experiences, attractions, rooms, zones, areas, shops, restaurants, and associated facilities, may be closed, under maintenance, modified, delayed, or suspended, without prior notice and without compensation to the Client.

12.4 MX bears no responsibility for any loss or damage to items brought into the Leisure Facility by Client or its guests. Items that are brought into Leisure Facility are at the owner's own risk.

12.5 Neither Party shall be liable for any failure to fulfill its obligations contained in this Agreement, if such failure is due to the result of an instance or act of Force Majeure.

13. Severance

Any provision of the Agreement which is declared void or unenforceable by any competent authority or court, will to the extent of such invalidity or unenforceability be deemed severable and will not affect the other provisions of the Agreement which will continue unaffected and remain in full force and effect.

14. Entire Agreement

This Agreement sets out the entire agreement between the Parties and supersedes any previous agreement between them in relation to the subject matter of this Agreement.

15. Amendments

These terms and conditions may only be amended by MX issuing a new Proposal, signed by the Client, which is accepted by MX

16. Governing Law

This Agreement shall be governed by the Laws of the United Arab Emirates as applicable in the Emirate of Abu Dhabi, and both Parties submit to the exclusive jurisdiction of the Abu Dhabi Courts

I, the Client, confirm acceptance of the Proposal, subject to the above Terms and Conditions.

Name of client: _____

Date: _____

Signature: _____

