

# CANADIAN TERMS AND CONDITIONS

The general terms and conditions of the Club Med Vacation you have chosen ("Vacation") are set out in (a) the following section, (b) the other pages of this Brochure and (c) other written material distributed from time to time by Club Med Sales Canada Inc. to its Canadian Members and (d) on its website [www.clubmed.ca](http://www.clubmed.ca). Club Med Sales Canada Inc. markets and sells in Canada Vacations to Club Med Villages ("Villages" or "Resorts"), the cruise ship, Club Med 2 (sometimes called the "Ship"), and other Villages (also called "Villages" or "Resorts") in North America and Asia (collectively referred to as "Vacation Destinations"). Through subsidiaries, Club Med Amérique du Nord S.A. ("Operators") operates and/or manages the Vacation Destinations. All references in this brochure to Club Med or the Club are references to the Operators, either directly or through subsidiaries or affiliates and not to Club Med Sales Canada Inc. The transport of passengers and baggage aboard Club Med 2 is under the sole control and management of Club Med Marine S.A. (sometimes called the "Carrier"). Passage aboard Club Med 2 is subject to the terms and conditions of the cruise contract between you and the Carrier. The cruise contract will accompany the voucher that is sent to you prior to departure. Some of the provisions in this brochure that relate to Villages that do not apply to Vacations may apply aboard Club Med 2.

**MINIMUM AGE REQUIREMENTS:** With the exception of the Adults-Only Villages such as Turkoise, which has a mandatory minimum age requirement of 18 years, on Club Med 2 & Cefald, where the minimum age requirement is 8 years, all Villages accept children of any age or from 4 months (depending on the Village), except for select Villages where the minimum age is 2 years. Failure to conform with the minimum age requirements of the Adults-Only Villages may result in entrance of the person concerned as well as that of any traveling companion being refused upon arrival.

**PRICES:** Kids under 4 stay free. Kids Stay Free promotion available selected dates only; blackout dates apply. Adults constitute persons aged 16 years and older. Different room categories may be available; supplement may apply. For accurate, up-to-date information on pricing and special offers please contact 1-800-CLUB-MED, your travel agent or visit [www.clubmed.ca](http://www.clubmed.ca). All Prices are subject to change. Supplement for holidays/weekends may apply. "Book now" rates are available for a limited time and cannot be combined with any other promotional offer.

**QUALIFIERS, RESTRICTIONS AND CONDITIONS APPLICABLE TO ALL RATES AND DATES:** All prices are in Canadian dollars. Air and transfer costs are not included in "Land only" or "Cruise only" bookings. Unless the Member has paid in full, all prices may be increased at any time and for any reason. Price reductions are applicable to new bookings only. All prices are subject to Club Med's Terms and Conditions and/or those made available to you with your documents. Special conditions may apply for groups of 20 or more adults. For Vacations booked through a travel agent licensed in Quebec, up to 30 days before the start of your Vacation the price of your Vacation may be increased following the imposition of a surcharge on fuel by the Carrier or Carriers involved in your Vacation or following an increase in the exchange rate, provided the exchange rate applicable 45 days before the start of your Vacation has increased by more than 5% since the date on which your Vacation was booked. If such an increase is equal to or greater than 7% of the price of your Vacation, without taking into account any increase in applicable taxes (GST or PST or HST), you may choose (a) to pay the increase or (b) to cancel your Vacation with full reimbursement or (c) to accept a similar Club Med Vacation that we may offer to you. However, no price increase may occur within 30 days preceding the start of your Vacation. For Vacations booked through a travel agent registered in Ontario, where there is an increase in the total price of the Vacation even after a deposit has been paid (but before the full price has been paid) and the cumulative increase, except any increase resulting from an increase in applicable taxes (HST or GST or PST), is more than 7%, you have the right to cancel the contract and obtain a full refund or opt for a comparable alternate Vacation acceptable to you. Departure dates, programs and itineraries are subject to change at any time prior to departure and without notice, whether or not you have paid for your Vacation in full or in part. Air rates are subject to limited availability and certain restrictions. All routes are subject to change without notice. In order to create competitive package prices, the land portion value within the package may be different than the land-only pricing programmed in the system. Please be advised that, in all cases, the land price subtracted from the package price does not necessarily reflect the true air cost.

**ARRIVAL AND DEPARTURE TIMES:** For members arriving on their own (land-only Vacation) check-in is at 3:00 pm. There is a possibility that your room might not be ready at your arrival. Check-out time is 10:00 am and lunch is included. A more favorable check-out time may be offered by certain Villages and this will be indicated on your notification form given at the Village. Great Members loyalty program: priority check-in and late check-out are based on availability in the Village at time of check-in and check-out. For Members traveling with Club Med air-inclusive packages, all meals will be included from arrival through departure. Members are welcome to check in at 3:00 pm or after. If they wish to arrive early and have full access to the resort starting from 10:00 am, there will be a small fee that will be paid at the resort upon arrival. The extra charge for early check-in applies only for land-only guests, and will be waived for Gold & Platinum members. This policy applies for North American resorts only, except for Columbus Isle in the Bahamas. Cruise departures vary by itinerary. Children under 6 years will be lodged in the same room as their parents. Children's age is determined at time of travel, not time of reservation. Please note that during North American and European school holiday periods, a greater number of families with children may be present in all Villages, excluding those strictly reserved to adults 18 years and over.

**HELPFUL HINTS:** For an enjoyable and safe Vacation, we suggest that you read thoroughly this and any other information Club Med provides for you. There may be different living standards, practices and conditions with respect to the provision of utilities, services and accommodation at the country of your destination. Such standards may or may not be comparable to those you would expect from similar establishments in Canada or the United States.

**CHECK YOUR VACCINATIONS:** Well before departure, contact your doctor and/or local health departments.

**DURING YOUR STAY:** Stomach Disorders: Consult your doctor for preventive treatment. Intestinal disorders often result from a change in climate and eating habits. Always peel fresh fruits and vegetables, eat meals well cooked and drink plenty of liquids, but avoid iced drinks outside the Village. Simple treatment is very effective.

**ON THE BEACH:** Most Vacation Destinations are in foreign countries where the beaches are public; therefore they are not controlled by Club Med. Lifeguards are not present at these beaches or at swimming pools (unless otherwise specified at the Village).

**MEDICAL SERVICES:** Two registered nurses are in residence at certain North American zone Vacation Destinations to administer first aid and assist with special medical needs (i.e., refrigeration of medicine), with one person responsible for hygiene and security at other Vacation Destinations. An independent doctor is on call at or near the Village. A 24-hour hospital staffed by a doctor and a nurse provides medical services on board Club Med 2. All medical expenses are the guests' responsibility.

**ACCOMMODATIONS:** Single rooms may be available (12 years old for the French West Indies and most European and African zones and 16 years old for North America) with a supplement (subject to availability at time of reservation). Different room categories are offered along with enhanced services and amenities with a supplement. In some Family Villages, connecting rooms may be available with a supplement (subject to availability). Please inquire with your travel agent or Club Med. As for Villages for everyone, please note that most rooms are designed for double or single occupancy. Connecting rooms are not available and roll away beds are not guaranteed. For families choosing to travel to these Villages, note that we may not be able to lodge children in the same room as parents. Room assignments are always arranged upon your arrival at the Village. Rooms have air conditioning (except Ski Villages), full or king size or two twin beds depending on category, private bathroom and shower, some with a bath (see Village room description). Rooms at your Vacation Destination have small individual room safes; jewelry, large amounts of cash and large valuables should be left at home, as they are not covered by Club Med's limited Holiday Insurance Plan or perhaps not by any other insurance you may have. Members are advised to take common sense security precautions, such as locking all entrance and patio doors of their rooms while in or away from their rooms, and keeping room and safe keys with them at all times.

**RESTAURANTS:** Specialty restaurants are open according to the number of guests present in the Village.

**SPORTS INFORMATION:** We teach sports seriously with safety as our foremost consideration. Most sports are conducted under the supervision of our trained instructors; group lessons are usually given in the mornings and/or afternoons. We reserve the right to cancel or modify sports programs and the availability of facilities at any Vacation Destination without prior notice. All extra costs are approximate and subject to change without prior notice. Refer to specific Brochure pages or visit [clubmed.ca](http://clubmed.ca) for more information. The following sports information relates to Club Med Vacation Destinations only.

**SCUBA DIVING:** This activity is conditional upon permissible weather and sea conditions, as determined at the sole discretion of Club Med's Manager(s). Please remember to take your diving logbook and diving diplomas, along with a compulsory "aptitude for diving" medical certificate that is no more than a year old issued by a sports doctor for all diving programs offered by Club Med. However, PADI procedures alone may require you to submit to a new medical visit that will ultimately determine if you are fit to dive (the latter requirement also applying to off-site diving subcontracted locally). A written parental authorization is required for children under the age of 18. Isothermic wet suit rental & rental of diving computers is available at all scuba diving centers at extra cost. Scuba tanks & STAB (stabilization jackets), fins, masks, regulators & diving belts are provided for all diving courses. Some of the fish described in the scuba diving packages may only be visible at certain times of year. As a security precaution Club Med requires guests to refrain from all scuba diving activities 24 hours before their return flight. The various packages do not include earning diving certificates (unless offered "à la carte" at extra cost). Equipment such as masks, snorkels and fins are not lent out or rented outside supervised diving activities.

**AGE REQUIREMENT:** For safety reasons, Club Med imposes minimum age requirements for sports.

**AT FAMILY VILLAGES:** Minimum age requirement for children varies by activity. Please inquire before leaving especially when traveling with young children. AT ALL OTHER VACATION DESTINATIONS: Age limits for participants in certain activities may change without notice. Please note that these Vacation Destinations are not equipped with child-size sports equipment. Inquire about minimum age restrictions. May require parental supervision. Parents may be asked to provide proof of children's age when registering at your Vacation Destination for Baby, Petit, Mini and Junior Club Med and Passworld Teen Access facilities. Club Med Sales Canada Inc. reserves the right to ask for proof of age at time of booking for all age-related promotional offers. Children's rates are determined by the child's age at time of travel.

**SPECIFIC CONDITIONS; PRICES DO NOT INCLUDE** (among others) • Club Med membership fees (see Membership Fees section) • Cost of passport, tourist cards, vaccinations certificate and visas • Excess baggage charges • Costs of a personal nature such as certain beverages, e.g., Champagne & VSOP, (may vary from Village to Village) purchased from the bar • Optional excursions • Extra charges for massages; spa packages; some health/fitness center services; green fees and other golf related expenses; ski equipment rental; bicycle rental at certain Vacation Destinations; tennis and golf tournaments; scuba diving, certifications and specialty courses at most Vacation Destinations; arts & crafts supplies; and billiards at certain Vacation Destinations • Any sales or goods and services tax and any similar tax, if applicable • Dominican Republic Tourist Card when scheduled air packages or land only is booked • Client contribution to the compensation fund for customers of travel agents of \$1.00/\$1000.

**MEMBERSHIP FEES:** Anyone purchasing a Club Med Vacation, including those purchasing air or land only, must pay a Membership Fee. Adults & children 16 years and older, \$60. Children under 16 years of age, \$30. A Membership per person provides Club membership effective for one year, commencing the date of first payment or deposit and valid until the date of return from travel. Membership Fees are non-refundable.

**HOLIDAY INSURANCE PLAN:** If you book in Canada, you are automatically covered by Club Med's limited Holiday Insurance Plan (Basic Plan). It is included in the cost of your Vacation. A complete description of coverage is available upon request with Club Med Sales Canada Inc., on Club Med's website [clubmed.ca](http://clubmed.ca) and also in the Holiday Insurance document you will receive by electronic mail before departure if you made a reservation. We suggest you take out additional insurance. An optional upgraded plan (Total Peace of Mind) is available. Call your Travel Agent or visit [clubmed.ca](http://clubmed.ca) for more details. The cancellation and revision charges (see below) MAY be covered in part under the Holiday Insurance Plan if your Vacation is cancelled or revised prior to your scheduled departure date, due to injury or sickness or death of the Insured Person, a member of the immediate family or an unrelated travel companion sharing the same room (as defined in the Plan).

**CANCELLATION AND REVISION:** Cancellations or revisions (a revision being any change whatsoever in the reservation as booked) must be made FIRST BY TELEPHONE and then CONFIRMED IN WRITING (in which case the postmark or date of electronic mail will be used as the effective date). For the land portion only, charges are assessed on the number of days prior to departure as per the following. For all air transportation ("Vacation flights") arranged by Club Med Sales Canada Inc., airfare is 100% non-refundable. Revisions of any kind (including but not limited to a change in the date of departure or village) will be treated as a cancellation and applicable cancellation charges will be assessed and revised booking will be subject to pricing then in effect. Unpaid balances on cancellation charges are subject to collection action. No refunds will be made in the event of no-shows or interruption or cancellation by the Member after departure. There is no refund for unused travel vouchers or transfers. Cancellation charges for special events and certain promotions may vary; please contact your travel agent or Club Med.

On airfare portion: Cancellation charges for airfare are 100% non-refundable.

On land portion: If you cancel or revise, the following charges will apply on the land portion (and cruise portion on Club Med 2) plus the non-refundable membership fees:

Days prior to Departure	Cancellation Charge (per person)
61 or more:	No cancellation charge
60 to 31:	25%
30 to 15:	50%
14 or less:	100%

Holidays: Cancellation charges for Holidays such as Christmas and New Year's weeks as well as other designated peak times and special promotions are as follows:

Days prior to Departure	Cancellation Charge (per person)
91 or more	No cancellation charge
90 less	100%

GROUPS: Cancellation and revision charges may vary for groups. Please contact your travel agent or Club Med group department at 1-888-567-1777 for additional information.

Club Med Sales Canada Inc. reserves the right to cancel a sailing cruise aboard Club Med 2 or the Vacation flight prior to departure, except as expressly limited below, in which event full refunds will be made through your travel agent without further compensation, unless otherwise stated (see "Major Changes").

Club Med Sales Canada Inc. will not cancel the Vacation flight less than 10 days before its scheduled departure. If a Vacation flight is cancelled 10 or more days before departure, Club Med Sales Canada Inc. will try to notify you within 7 days of cancellation, but in any event not less than 10 days before the scheduled departure date.

**CHANGE IN THE ROOM OCCUPANCY:** If a change or cancellation by one or more Members alters the basis of room occupancy, rates will be adjusted to reflect true room occupancy status.

**NAME CHANGES:** Any change of names on a confirmed reservation will be treated as a cancellation (see cancellation fees). Please note that for connector fares where Club Med Sales Canada Inc. is not responsible for flight arrangements or does not issue tickets, cancellation penalties will be determined by the relevant air carrier.

**UNUSED VACATIONS:** No credit or refund will be given in whole or in part for unused days at your Vacation Destination, unused transportation or transfers resulting from your late arrival, premature departure or otherwise (except to the extent you are covered under the Holiday Insurance Plan). If you leave early, the return flight will be your sole responsibility. All air tickets are non-refundable, non-transferable and non-endorsable to others. Therefore no credit or refund will be made for whatever reason for any unused portion of your flight. You may be asked to deplane or leave the Vacation Destination at any time, without any refund, if your actions impose upon or disturb others.

**TRANSPORTATION:** If you organize your own transportation to your Vacation Destination, you will be responsible for flight confirmations, travel arrangements, itinerary changes, cancellations or difficulties that may occur, and for all costs, airport taxes or transfer expenses you may incur. The following section deals with Vacation flights arranged by Club Med Sales Canada Inc.

**AIRFARE:** All travel arrangements advertised in this Brochure, in [clubmed.ca](http://clubmed.ca) or in any other Club Med publication are subject to Canadian regulatory body approval. You are subject to the contract between the air Carrier and yourself, to which Club Med is not a party. Note that amendments or changes to terms and conditions of air carriage, once approved by regulatory agencies, immediately apply without additional public notice. Where departure is dependent on a minimum number of participants flying together, we reserve the right to cancel specific departures up to 10 days before departure, without compensation. In such an event, we will offer you alternative departure dates, or Destinations, or you may travel on an independent basis (that is, not on a Vacation flight), by paying the appropriate tariff differential.

**CHILDREN:** Infants under 2 years of age at completion of travel fly free of charge (unless otherwise specified) but are not allocated an aircraft seat or any baggage allowance. If an infant turns 2 while at the Destination, a round-trip ticket must be purchased prior to travel.

**TICKETING:** Upon receipt of final payment, a voucher acknowledging final payment for the total package will be sent to you. No e-ticket will be sent. Airline PNR numbers are indicated on the vouchers. The ticket may be refundable only by Club Med Sales Canada Inc. in accordance with its terms and conditions. All necessary reservations and Vacation flight return reconfirmations with the air carrier will be made by Club Med.

**MORE FLYING COMFORT:** Club Med offers wider, more comfortable seats, with a supplement, on some flights depending on availability, type of aircraft and airline. This supplement is non-refundable.

**FLIGHT CONFIRMATION:** All Vacation flight times are subject to change. Members are asked to verify departure time 24 hours prior to departure by confirming with their travel agent, the airline or airport information counter concerned.

**CHECK-IN:** The airline may deny you the right to board if you are late to arrive at the airport. If you miss your departure Vacation flight for any reason, you will automatically forfeit your Vacation, without compensation and without any recourse on your part. At the airport, please present yourself directly at the airline counter with your travel documents, at which time your luggage should be checked in with the carrier.

**PAYMENTS FOR TRANSFERS:** Transfers between airport and Vacation Destinations on arrival and departure are on a group basis, by coach, van or taxi, in conjunction with specified Vacation Destinations sold with Vacation flights. Members arriving or leaving independently (that is, Members who are not part of a Vacation flight), must transfer at their own expense. No refund is made for unused transfers.

**ITINERARIES AND TIMETABLES:** Itineraries and timetables are provisional and subject to change without notice. We cannot accept responsibility for transport delays, changes, delays or cancellations resulting from acts of God, weather, traffic, airport conditions, strikes, decision of the air carrier or other causes, nor liability for additional expenses or loss of Vacation time resulting therefrom that you may incur. Please refer to the Vacation Contract section.

**MAJOR CHANGES:** This brochure is prepared months in advance and, occasionally, an advertised facility is either modified or not available. Sometimes even after confirming your booking, we may have to make changes to your holiday arrangements. Most changes will be minor; however, occasionally, we must make a major change to your holiday prior to your departure. We will notify you or your travel agent as soon as possible and offer you comparable alternate travel arrangements at another Vacation Destination in the following cases: if your scheduled departure is cancelled or your scheduled departure or return is delayed or advanced by 24 hours or more (unless the delay results from mechanical problems that relate to the mode of transportation, safety considerations, the weather, a strike or force majeure); or, where applicable, if the Club Med 2 sailing vessel is changed; or if the accommodation or standard of accommodation is changed; or if the total price of the Vacation you have booked with us is increased by more than 7% (unless the increase results from government taxation or a fuel surcharge allowed by the National Transportation Agency with respect to air carriage, except as explained at "Qualifiers, Restrictions and Conditions Applicable to All Rates and Dates"); or if transportation routing is altered and there is not enough time for you to obtain travel documents from authorities before departures ("Major Changes"). Should you find the alternate arrangements we offer to be unacceptable, you are entitled to a full immediate refund, without any cancellation fees being charged by ourselves or any further compensation.

**CONNECTIONS:** Club Med Sales Canada Inc. assumes no responsibility should you miss your Vacation flight due to weather or traffic conditions, or for the late arrival of your connecting flight, or for any other reason beyond its control. If you arrange your own transportation, you should allow sufficient time (minimum 3 hours, preferably overnight) to take into account delays or possible cancellations. Club Med Sales Canada Inc. is not responsible for any promotional or commercial fare differentials or penalties incurred by you due to cancellations or revisions of Vacation flights. Please note that your Vacation days include travel time in both directions and that package prices are based on the number of nights.

**AIR CARRIERS/SUBSTITUTION OF AIRCRAFT:** Club Med Sales Canada Inc. uses a variety of government-approved air carriers/substitution in conjunction with our programs: Air Canada, Air Transat, Air France, Air Mauritius, Aero Mexico, Aigle Azur, Alaska Air, Alitalia, American Airlines, Canjet, China Airlines, Corsair, Delta, Emirates, JetBlue, KLM, Lufthansa, Northwest, Qatar Airways, Royal Air Maroc, Spirit Airlines, Swiss, Thai Airways, Transavia, Turkish Airlines, United Airlines and Westjet. Please check with your travel agent, or us, for specific details. Important: Club Med reserves the right to change airlines and aircrafts without notice. Such changes shall not create a right to cancellation, refund or compensation. Single flight service is not guaranteed, and the aircraft may make additional stops.

## TRAVEL & RESERVATION INFORMATION

**HOW TO RESERVE:** In order to make a booking, full names, home address and date of birth are required. Once a booking has been made, it is assigned a file number. A deposit (and a membership fee) showing this file number, plus the Member's full name and address, must be received by us no later than the date specified at the time of booking, in order to avoid automatic cancellation. Minor children (under 18 years of age) must be accompanied by a parent or legal guardian (30 years and older) on all Vacations and meet legal requirements for the country visited. Full payment is required for certain promotions. Please consult specific terms and conditions of the promotions. There should be at least one guardian per three minors.

**HOW TO PAY DEPOSIT:** 100% on airfare when purchased with Vacation flights and 25% on the land portion price plus membership fees (see Specific Conditions) are required for all Vacation Destinations. An invoice and Holiday Insurance information will be sent upon receipt of deposit.

Full payment and documents: Full payment is required 45 days prior to departure. Full payment conditions for special events, special promotions and holiday travel may vary; please contact your travel agent or Club Med. Final documents are issued upon receipt of full payment only. The sending of documents is not guaranteed if full payment is not received in time. Bookings will be cancelled, with penalties, if payment is not received by the specified dates. Also, administrative fees of \$25 will be charged for returned checks and changing form of payment. A service charge of \$25 will be assessed for any document sent by courier.

**FORM OF PAYMENT:** In order to speed the processing of deposits and final payments, the following information must be clearly stated.

**1. CHECKS/DEPOSIT OR FULL PAYMENT:** We request that all bookings be paid by certified checks or money order. The file number must be clearly shown on payment. Payments by checks are accepted up to 14 days prior to departure. Within 14 days, only credit card payments are accepted.

**2. CREDIT CARDS:** Club Med accepts only American Express, Visa and MasterCard. For payment by phone, please have ready the credit card to be used, its number, the expiration date, the CVV Code and the credit card holder's name as it appears on the card. In the event that the Member and cardholder are not one and the same person, the cardholder's signature will have to be forwarded to Club Med Sales Canada Inc. before the reservation may be accepted. Your authorization to use your credit card number for deposit and/or final payment indicates your acceptance of our booking terms and conditions, whether or not you have actually signed the appropriate credit voucher or sales draft.

**GROUPS:** Deposit and payment may vary for groups. Please contact your Travel Agent or Club Med Sales Canada Inc. for additional information.

**TRAVEL DOCUMENTS FROM AUTHORITIES:** Proof of citizenship, passports, visas, tourist cards and inoculations, where required, are your responsibility. Club Med Sales Canada Inc. shall not be responsible in the event that boarding or entry is denied or if cancellation fees and/or additional expenses are incurred due to your lack of required travel documents. We strongly recommend that you travel with a valid passport. Specific requirements apply to non-Canadian citizens. Specific requirements may govern your travel outside North America. Some countries of destination and air carriers may require that persons between 18 and 21 years of age who are traveling independently have written parental permission to travel or that a single parent who is traveling with a child have a solemn declaration or affidavit signed by the other parent authorizing the child to travel with the single parent. This also applies to minors traveling with someone other than a parent. Please confirm your travel document requirements with the appropriate government authority, embassy, consulate or tourist information authority prior to departure. Please note that entry to another country may be refused even if the required information and travel documents are complete.

**TRAVEL AGENTS:** Travel agents are independent and not part of the Club Med organization. Any Vacation that a travel agent may book must conform with the reservation procedures of Club Med Sales Canada Inc. in order for Club Med to be bound by such bookings. We will not be responsible for or be bound by any misinformation or misrepresentation of travel agents (see "VACATION CONTRACT" section below). Travel agents are authorized to provide only information that is contained in this Brochure and in other written documents published by Club Med and issued to Members or travel agents. Travel agents who reserve your Vacation are obliged to remit a copy of this Brochure to you. Any question you may have concerning your Vacation should be directed to your travel agent.

**PAYMENT INFORMATION FOR THE TRAVEL AGENT:** MCOs are not accepted as a form of payment. Please remit payments by either check or credit card. Credit card payments should first be called in. The cardholder's signature must always be on file with the travel agent. The agent is solely responsible for the authenticity of the credit card and its signature and where the cardholder and the traveling Member are not the same person, for verifying the authorization of the cardholder to pay for the Member and to confirm

the identity of the parties. In the event of a refusal by the cardholder or the issuer to honor a payment for non-authorization or for any reason whatsoever, the travel agent will be solely responsible for the costs and will have to pay Club Med any amount due under its invoice. The travel agent is responsible for paying Club Med the amounts indicated on the invoices, and the travel agent assumes the responsibility to obtain, at its own expense, the payment of any service or product sold to its customers. Any irregularity in the payment made by the customer of the agency is the sole responsibility of the agency. Such irregularity may result from a false signature, the unauthorized use of a credit card or any other reason. The travel agent undertakes to indemnify Club Med and to pay all the costs of a reserved product or service that remains unpaid, in addition to any loss, expense, penalty or other charge imposed by any institution as a result of the refusal to honor a payment. For check payments, check guarantees should be called in first and then be sent within 48 hrs to:

Club Med SALES CANADA INC.

3500 Boul. De Maisonneuve Ouest, Tour 2 Place Alexis Nihon, Suite 1800, Montréal, QC H3Z 3C1

It should also include the file number, full names of people traveling, Vacation Destination, date of departure and date of birth. Club Travel documents will only be issued upon receipt of actual check payment. For bookings made less than 14 days from departure date, only credit card payments are accepted.

## VACATION CONTRACT

We, Club Med Sales Canada Inc., are the sales agent for the Club Med Vacation that you have booked. We do not own, manage, control or operate any transportation vehicle, hotel, Club Med Resort, cruise ship, restaurant or other supplier of services. Depending upon your chosen destination, your Vacation Destination is provided by one of the following (the "Operators") - by Club Med, Inc., Club Med Amérique du Nord, S.A., Club Méditerranée S.A. or some of their subsidiaries or affiliates.

**1. Governing Agreements:** Your Vacation is subject to: a) the terms and conditions contained in the Club Med (Trident) Brochure, Canadian Edition, governing the period of your Vacation or contained in any other written or online material published by the Operators and issued to you; b) the rules in force at each Vacation Destination; c) (for cruise Vacations aboard the Club Med 2) your contract of passage with the Carrier and the rules of the master and Operator while aboard the ship; d) the contract between yourself and the air Carrier; e) the local laws of the country of your Vacation Destination; and f) rules of regulatory agencies that govern your Vacation. These terms, conditions and rules constitute the entire agreement concerning your Vacation. Neither we nor the Operators will be bound by any representations (whether allegedly made by us or by a travel agent) unless they are contained in the above documents or confirmed elsewhere in writing. Where you arrange your own transportation to a Vacation Destination, you alone are responsible for your arrangements and all matters connected to your transportation and transfers.

**2. Sports and Activities:** You are not obliged to participate in activities. Sports and similar activities intrinsically involve risk of physical injury greater than that encountered in daily life. When you participate in sports and other activities and use the Operators' facilities at your Vacation Destination, you do so at your own risk. You must exercise all necessary care and caution, having regard to the nature of the activity, the terrain or location, climate, co-participants or other circumstances.

**3. Alcoholic Beverages:** The Operators reserve the right to refuse the sale and/or service of alcoholic beverage in accordance with Operators' policies and the applicable legal age limitation of the country in which the Village is located. The Operators reserve the right to limit or deny the Member's right to bring alcoholic beverages to the Villages for consumption on the Village premises.

**4. Itinerary or Program Changes:** The Operator reserves the right to withdraw, close or modify tours, itineraries, specific programs, sports activities or facilities (including restaurants) at any time and without notice, without you being entitled to any compensation.

**5. Special Requests:** Special requests, for example, room locations, bed preferences, in-flight meal or seating requirements, or sky cots cannot be guaranteed by Club Med Sales Canada Inc.

**6. Services Provided by Others:** Other parties provide transportation; transfers by air, water or land; other travel arrangements and accommodations (excluding accommodations at your Vacation Destination); sightseeing; excursions; and certain other services (such as golf, deep-sea fishing, horseback riding, etc.). We and the Operators act solely as agents or distributors for the suppliers of those services.

**7. Personal Property:** Under no circumstances may dangerous, prohibited or illicit articles, such as controlled substances, firearms, explosives, cylinders containing compressed air or combustible substances or other dangerous, prohibited or illicit articles be contained in any baggage or brought into any Club Med resort. The Operators reserve the right to refuse to permit any Member to bring on the Vacation any item that the Operators deem inappropriate. No animals are permitted (with the exception of service animals for Members with special needs, such as guide dogs for visually impaired persons, provided a Member has applied in writing for admission of the service animal into the Club Med resort and the Operators have accepted the request in writing before departure of the Member to the Club Med resort). Please note that safekeeping facilities in many resorts may be limited. Members should limit the number of valuable items brought to the resorts. Property lost or stolen must be reported immediately to the Reception Desk or to a designated Club Med employee prior to leaving the Customs area. The liability of Club Med Sales, Inc. and the Operators for property lost, damaged or stolen shall be limited to \$500 or in accordance with the local law of the resort, whichever is less.

**8. Excursions and Tours:** Excursions and Discovery Tours depend on local constraints and require a minimum number of participants. We reserve the right to cancel if the minimum number of participants is not met.

**9. Waiver, Limitations of Liability and Claims:** To the extent permitted by law, we, Club Med Sales Canada Inc. and the Operators are not liable for any accident, injury, illness, property damage or loss of work or Vacation time resulting from (a) your participation in any sport or activity or use of any facility at your Vacation Destination; (b) acts of other Club Med vacationers or third parties; (c) cancellations or changes of itinerary or schedules by us or the Operators or by suppliers of services; (d) breakdown of any vehicle or equipment, strikes, theft, fault or negligence of any supplier of services; or (e) fault or negligence of any air, water or land carrier or others who supply transportation or provide related services. However, the above waiver and limitation of liability will not apply to material, bodily or moral injury caused to you through the intentional fault or gross negligence of Club Med Sales Canada Inc. Partly because of the manner in which your Club Med Vacation is organized (including, particularly, the location of Villages outside of Canada and the regular rotation of Village staff), you agree that: (a) you must make any claims relating to your Vacation within 60 days after your Vacation (claims must be in writing and sent within this delay by registered or certified mail to Club Med Sales Canada Inc., 3500 Boul. De Maisonneuve Ouest, Tour 2 Place Alexis Nihon, Suite 1800, Montréal, QC H3Z 3C1); (b) any legal proceedings you may take against Club Med Sales Canada Inc. must be brought exclusively in the judicial district at either Montréal or Toronto where we booked your Vacation and where we, Club Med Sales Canada Inc., have our offices in Canada, regardless of where you or your travel agent reside; (c) the laws of the country of your Vacation Destination in some cases may limit your recovery; may govern the outcome of your claim; or may have jurisdiction over legal proceedings against some of the Club Med Operators, none of which are residing in Canada; and (d) under no circumstances shall you claim from ourselves or the Operators an amount in excess of the cost of the Vacation we invoiced to you or any amount for consequential, indirect or additional damages and expenses you may incur. You acknowledge having read and understood the Sales Terms and Conditions of Club Med Sales Canada Inc. and agree to be bound by them.

**YOU UNDERSTAND AND ACCEPT THAT YOU SHALL LOSE AND FORFEIT YOUR CLAIMS IF YOU DO NOT COMPLY WITH THE ABOVE REQUIREMENTS.**

## THIS BROCHURE

For more information please refer to the inside text or the Club Med website: [www.clubmed.ca](http://www.clubmed.ca).

Please note that departure dates, itineraries and programs and all other information contained in this Brochure are subject to change and to regulatory body approval and apply only to sales made through Club Med Sales Canada Inc. in Canada. Please also note that printing errors may occur. Club Med and Club Med logos, the Trident symbol, G.O.®, G.M.®, Mini Club Med™, Baby Club Med™ and Petit Club Med™ are registered trademarks, owned by or licensed to Club Med Sales Canada Inc./Club Med group of companies.

This brochure replaces the previous 2019 Brochure.

**THE PROGRAM IN THIS BROCHURE:** Applies to travel between November 2019 and October 2020. Covers bookings made from July 2019 and is valid until the latter part of October 2020 or publication of a subsequent 2021 Brochure. Quebec license permit number 701881.

## TRADEMARK:

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