

## **Standard Terms & Conditions of the 2019 Club Med “Great Members” Loyalty Program**

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### **Preamble**

Club Med offers its “Great Members” loyalty program (hereafter the “Program”) to its Hong Kong customers (hereafter the “Great Members®” or “G.M®”) so they can obtain the benefits (hereafter the “Benefit(s)”) described below.

These Standard Terms & Conditions of the “Great Members” Loyalty Program (hereafter the “Great Members” Standard Terms & Conditions) supplement the Standard Sales Terms & Conditions in force in Club Med®, notably in the Club Med® Trident® brochure and on its website [www.clubmed.com.hk](http://www.clubmed.com.hk), which prevail over the “Great Members” Standard Terms & Conditions in the event of contradiction.

These “Great Members” Standard Terms & Conditions supersede all previous versions.

### **Article 1 – Principle and agreement to participate in the Program**

Participation in the program is free of charge and automatic for any G.M® on returning from the first stay of a minimum of two (2) consecutive nights with Club Med®, on the same site irrespective of the destination: Club Med Resort Club Med Villas & Chalets, Discovery Tours by Club Med or Cruises by Club Med (hereafter the “Stay(s)”).

Participation in the Program entails the unreserved acceptance of these Great Members Standard Terms & Conditions.

Any G.M® who refuses these the Great Members Standard Terms & Conditions must inform the Customer Relations Department using any means permitting acknowledgement of receipt (recorded delivery letter with acknowledgement of receipt, email,) at the following address: [sales.hongkong@clubmed.com](mailto:sales.hongkong@clubmed.com). The refusal of these Great Member Standard Terms & Conditions will exclude the GM and the people who may be registered under the same G.M® number from the Program. The G.M® who refuses the Great Members Standard Terms & Conditions is exclusively liable to the persons concerned for the exclusion from the Program.

Participation in the Program involves accumulating points (Great Members Points) which are acquired in the situations and in accordance with the terms set out below, with the attainment of certain thresholds of Great Members Points giving access to difference statuses (hereafter the “Status(es)”) with entitlement to Benefits.

### **Article 2 – Participants and beneficiaries of Great Members Points**

In accordance with these Great Members Standard Terms & Conditions, the Program is only open to natural persons of full age domiciled in Hong Kong with legal capacity to contract i.e. aged at least 18 years old and not subject to any measure of legal protection (guardianship or protection order).

Children under 18 are covered by the G.M® number of the parent who registered them when making the first booking.

The following also do not qualify for the Program: legal persons, employees (G.O and G.E) and representatives (indirect distribution network) of Club Med®, and the partners of the Program involved in providing the Benefits.

The participant (hereafter “the Member”) warrants that the information which he/she supplies on themselves or their family members who are registered under his/her G.M® number is true.

Club Med® reserves the right to verify a Member's capacity to participate in the Program and can exclude any person who is not authorised to participate under these Great Members Standard Terms & Conditions.

Great Members Points are awarded to Hong Kong G.M® personal or household number, which is allocated when booking or in any other situation when Great Members Points are attributed. "Household" is defined in the Club Med® Standard Terms & Conditions of Sale and is restricted to a maximum of six (6) members for this Program.

They are not an exchange currency and exclusively enable the Turquoise, Silver, Gold or Platinum statuses to be attained.

As the Program is also offered in other countries under the other conditions, moving abroad can modify the conditions for the Member's participation in the Program, especially the way Great Members Points are calculated, which will be revised in accordance with the scale in force in the Member's new country of residence.

If the Member loses his or her status due to moving, the Member will be awarded Great Members Points in order to preserve the Member's current status in the new country of residence until the end of the Program Year in progress (i.e. 31<sup>st</sup> December).

If G.M® numbers are merged, the history of the two previously distinct G.M® numbers will, on request, be added to the G.M® number resulting from the merger and the associated Status will be updated accordingly.

If G.Ms® registered under the same G.M® number separate, each G.M® number resulting from the separation will, on request, be allocated the number of Great Members Points corresponding to its consumption.

### **Article 3 – Great Members Points: reason and date of acquisition - Accrued amount**

Great Members Points are acquired in accordance with:

- The **amount of bookings for Stays**, the full amount of the booking (including day, transport and transfers, extra/à la carte services and annual subscriptions) is taken into account to calculate Great Members Points. Great Members Points are only acquired after the stay has been paid to Club Med® in full, and are credited the day after the return from the Stay ;
- The **amount of on-site expenditure (hereafter the "Site(s)") during the Stays**, "Sites" means Club Med Resorts, Club Med Villas & Chalets, Discovery Tours by Club Med and Cruises by Club Med (only for expenditure on board Club Med 2) and only purchases made using the Club Med Pass or Club Med Digital Bracelet are accounted. Great Members Points are only acquired after all the on-site expenditure has been paid to Club Med® and are credited the day after the return from the Stay.  
The amount of purchases paid in local currency outside the Eurozone will be converted into euros and then converted into Great Members Points in accordance with the scale given below. The exchange rate used will be the average rate over the month preceding the month during which the transaction is recorded. When applying the conversion rate to the Great Members Points results in a decimal number: if the decimal number is less than 5, the number of Great Members Points credited to the G.M® number will be the whole number immediately below; if the decimal number is equal or higher than 5, the number of Great Members Points credited to the G.M® number will be the whole number immediately above.

- **The number of Stays spent with Club Med® by the household (not per member of the household) or by G.M® registered alone under an individual G.M® number.** The Great Members Points are only acquired after the end of the Stay with Club Med® and credited the day after the return from the Stay. In case of several Stays one after the others, Great members points based on Stay frequency will be reckoned only once.
- The **number of sponsorships made** in accordance with the terms of the Ambassador Program available on the website [www.clubmed.com.hk](http://www.clubmed.com.hk) and approved travel agencies partners. The Great Members Points are only attributed after the sponsorship has been performed and the Recommended Friend has stayed with Club Med® under the conditions in the Ambassador Program and are credited the day after the Recommended Friend returns from the stay.

Great Members Points are valid for three (3) years from the date they are acquired.

The following Great Members Points will be allocated to the individual or household G.M® number:

- For HK\$1,000 spent with Club Med® when booking or on the Website, for a minimum stay of two (2) nights: 100 Great Members Points are attributed to the G.M® number,
- For each stay at Club Med® of 2 to 7 nights, per household (and not per member of the household) or by the G.M. registered alone under an individual G.M number, 2,500 points are attributed to the G.M® number.
- For each stay at Club Med® of 8 or more nights, per household (and not per member of the household) or by the G.M. registered alone under an individual G.M number, 3,000 points are attributed to the G.M® number.
- For each sponsorship performed: 2,500 Great Members Points are attributed to the G.M® number.
- For each Point Boosters commercial offer the G.M® is eligible to

#### **Article 4 – Statuses**

The Member is given a status for him/her or their household which gives entitlement to certain Benefits, according to the accrued number of Great Members Points.

Statuses are valid for one (1) year running from 1 January to 31 December of the same year, called the “Program Year”. Statuses are recalculated on 1st January of every year for the Program Year which is beginning.

During the period of validity of the status, the Member can acquire the higher status thanks to accrued Great Members Points.

The consumption during the three (3) Program Years preceding the current Program Year is taken into account to determine the Member’s current status.

The equivalence between statuses and the Great Members Points acquired:

If on 1 January, the Member has acquired, in accordance with the scale given in the previous article and the calculation methods stated above:

- Less than 16,000 Great Members Points, the Member attains the Turquoise Status ;
- Between 16,000 and 49,999 Great Members Points, the Member attains the Silver Status ;
- Between 50,000 and 99,999 Great Members Points, the Member attains the Gold Status ;

- From 100,000 Great Members Points, he attains the Platinum Status.

Members must keep all documentary proof, to prove their consumption and therefore the number of Great Members Points acquired and their Status.

## **Article 5 – Benefits**

The Benefits will be attributed and used under the rules in these Great Members Standard Terms & Conditions and depend on the Status (Turquoise, Silver, Gold or Platinum) acquired by the Member or his/her household.

Benefits are supplied subject to the availability of the proposed Benefit on the Site and any dates of availability appearing in Club Med® communication mediums.

Club Med® will do its utmost to supply the Benefits to Members but does not guarantee their availability.

If the Benefit is unavailable, Club Med® or its partner can propose any other benefit to the Member, whether it is equivalent or not.

Benefits cannot be disputed by the Members, or exchanged, refunded or be the subject of any other counterparty of any kind whatsoever.

Benefits cannot be transferred to third parties in any circumstances or in anyway.

Each person who is registered under the same household G.M® number is entitled to Benefits, subject to the conditions of access to the Benefit in these Great Members Standard Terms & Conditions or any other Club Med® publication on Benefits (on presentation of the Great Members Loyalty Card , etc.). G.Ms® registered under a household G.M® number must organise themselves accordingly.

Each Member is responsible for informing any third party involved in the acquisition of Great Members Points (notably the Member's employer paying for the Stay or the family members registered under his/her G.M® number) of the Benefits attributed or which he/she is entitled to under the Program.

These Benefits are valid from 1 January 2019 to 31 December 2019:

### **Benefits reserved for Turquoise Status:**

**Access to the Ambassador Program:** sending invitations to prospects with a HK\$500 discount. Each converted sponsorship will entitle the "Recommended Friend" to a \$1,000 discount and 2,500 loyalty points.

The discount for the "Sponsor" household is available 8 days before the departure of the "Recommended Friend" household, and can be used up to 12 months after this date. The discount for the "Recommended Friend" household can be used from its first booking. The "Recommended Friend" agrees to his/her data being communicated to the Sponsor. Discounts are valid per household and not per person.

The discount is valid on the inclusive of VAT amount of an all-inclusive package of a minimum of 7 days subject to availability, which can be combined with other Club Med offers unless otherwise stated, excluding Last Minute Offers, provided the total reductions do not exceed 40% of the total price of the dossier. Discounts are non-retroactive and non-concurrent (only one "Sponsor" or "Recommended Friend" discount per dossier). Booking in Club Med agencies or approved agencies only. Club Med reserves the right to terminate this offer at any time.

**Cheerz partner offer:** 10 photo prints, in classic format 11x15 cm, square 10x10 cm or retro 8x10 cm, offered, accessible via a single-use promotional code given to the Member and used on the Cheerz mobile application or the [www.cheerz.com](http://www.cheerz.com) website.

Only one format per order, not combinable with other offers or promotions, options and shipping fee excluded, delivery possible in a selection of countries: Andorra, Australia, Austria, Belgium, Canada, Chile, China, Colombia, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Ireland, Italy, Luxembourg, Malta, Mexico, Monaco, Morocco, Netherlands, New Zealand, Norway, Poland, Portugal, Qatar, Romania, Singapore, Slovakia, Slovenia, South Africa, Spain, Sweden, Switzerland, Thailand, Turkey, United Arab Emirates, United Kingdom, United States.

Offer is available after the return from the Stay. Offer will be delivered via email ten (10) days after the end of the Stay.

The offer can only be sent if the Member has agreed to receive emails from Club Med at a valid email address.

Only this Cheerz Benefit is available to Turquoise G.Ms<sup>®</sup>, and excludes any other Benefit from this Partner.

Unless otherwise stated in the description of the Benefit, all the Benefits for Turquoise members are acquired by Members who have attained Silver Status.

**Silver Cross offer:** 15% discount on all regular priced items by presenting your e-Membership card at the store. The Offer is not valid for Heritage Collection (including Balmoral and Kensington) and Surf Aston Martin Limited Edition.

**Eric Kayser offer:** 10% off for orders below HK\$250 and 20% off for orders above HK\$250 by presenting valid e-Membership card.

#### **Benefits reserved for Silver Status:**

**Pre-view of the 'Easy Arrival' service:** preview 10 days before opening to other G.M<sup>®</sup>

**Choice of your room in the reserved category:** valid for Silver members with an exclusive offer. Subject to availabilities on your arrival in the Resort.

**50% discount on premium Wi-Fi in Resorts:** on four devices (mobile, tablet etc.) during the whole stay. The offer does not apply to Beidahu, Bodrum Palmiye, Club Med 2, Guilin, Palmiye, Sanya & Yabuli throughout the year.

The La Plantation Resort of Albion Club Med offers premium Wi-Fi to all G.M<sup>®</sup>, irrespective of their Status.

Some Resorts are excluded for specific periods:

- Between November 2018 & May 2019: Kabira Ishigaki, Kani, Les Villas de Finolhu,.

**10% discount on all spa-branded products in Resorts:** benefit valid in all Resorts, except Japan Resorts and Resorts with wellness areas: Bodrum, Cap Skirring, Turkey Resorts. Valid with a minimum spend of the equivalent to 100€ in local currency on products. Treatments are excluded.

**10% discount on selected excursions:** available and sold on the Discovery Space of the Resort or equivalent. For Cefalù Resort, discount is only available on selected excursions for a booking of 10 persons minimum.

**15% discount in shops in Resort:** only valid for Club Med® brand articles and is non-concurring with any special offers in progress.

**Cheerz partner offer:** 50 photos prints, in classic format 11x15 cm, square 10x10 cm or retro 8x10 cm offered accessible via a single-use promotional code given to the Member and used on the Cheerz mobile application or the www.cheerz.com website. Not combinable with other offers or promotions, options excluded. Free delivery in following countries: Andorra, Australia, Austria, Belgium, Canada, Chile, China, Colombia, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Ireland, Italy, Luxembourg, Malta, Mexico, Monaco, Morocco, Netherlands, New Zealand, Norway, Poland, Portugal, Qatar, Romania, Singapore, Slovakia, Slovenia, South Africa, Spain, Sweden, Switzerland, Thailand, Turkey, United Arab Emirates, United Kingdom, United States.

Offer is available after the return from the Stay. Offer will be delivered via email ten (10) days after the end of the Stay.

The offer can only be sent if the Member has agreed to receive emails from Club Med at a valid email address.

Only this Cheerz Benefit is available to Silver G.Ms®, and excludes any other Benefit from this Partner.

**Silver Cross offer:** 15% discount on all regular priced items by presenting your e-Membership card at the store. The Offer is not valid for Heritage Collection (including Balmoral and Kensington) and Surf Aston Martin Limited Edition.

**Eric Kayser offer:** 10% off for orders below HK\$250 and 20% off for orders above HK\$250 by presenting valid e-Membership card.

Unless otherwise stated in the description of the Benefit, all the Benefits for Silver members are acquired by Members who have attained Gold Status.

**Benefits reserved for Gold Status:**

**Pre-view of the 'Easy Arrival' service:** preview 10 days before opening to other G.M®

**Room upgrade:** according to availability, to a room in a higher category or in the same category (e.g.: Garden View Club Room upgraded to Sea View Club Room).

**Choice of your room in the reserved category:** valid for Gold members with an exclusive offer. Subject to availabilities on your arrival in the Resort.

**Premium Wi-Fi offered** in Resorts: on four (4) mediums simultaneously throughout the whole of the stay. The offer does not apply for Beidahu, Bodrum Palmiye, Club Med 2, Guilin, Palmiye, La Pointe aux Canoniers, Sanya & Yabuli throughout the year.

Some Resorts are excluded for specific periods:

Between November 2018 & May 2019: Kabira Ishigaki, Kani, Les Villas de Finolhu

**10% discount on all spa-branded products in Resorts:** (benefit valid in all Resorts, except Japan Resorts and Resorts with wellness areas: Bodrum, Cap Skirring, Turkey Resorts), valid from 100 € purchase of products, treatment excluded.

**10% discount on selected excursions:** available and sold on the Discovery Space of the Resort or equivalent. For Cefalù Resort, discount is only available on selected excursions for a booking of 10 persons minimum.

**15% discount in shops in Resort:** only valid for Club Med® brand articles and is non-concurring with any special offers in progress.

Privileged transfers: In a vehicle up to 12 people, for stays with Club Med® round-trip transport to and from 4 & 5 Tridents® Resorts, except the following Resorts for stays on the dates given below for Gold Great Members:

- Excluded year round, including for Platinum: 3 Tridents Resorts, Gregolimano , Cap Skirring, CM2, Columbus Island, Turkoise, Yabuli, Beidahu, Kani, Sahoro, Tomamu, Roi Soleil, Cervinia, Pragelato ;
- Excluded over the Christmas period:
  - o from 17 December 2018 to 7 January 2019: La Pointe aux Canonniers, Punta Cana, La Caravelle, Les Boucaniers;
  - o from 22 December 2018 to 6 January 2019 : Peisey Vallandry, la Plagne 2100, Tignes Val Claret, Val d'Isère, Valmorel, Grand Massif, Val Thorens, Arcs Panorama ;
- Excluded during the February holidays from 09 February to 10 March 2019: Peisey Vallandry, La Plagne 2100, Val Thorens, Tignes Val Claret, Val d'Isère, Valmorel, Grand Massif Samoëns, Arcs Panorama, Pointe aux Canonniers ;
- Excluded in July-August 2019: Yasmina.

**Priority Check-in:** A G.O® will be waiting for you when you arrive to check you in, welcome you and install you under the best conditions.

**Gift Pass:** €50 credited to the Members Club Med pass or Club Med Digital Bracelet for each Stay when checking in. Usable during this stay for all the Club Med® services offered in the Resort such as: Spa treatments, extra costs Bar items. Credit not offered for: Child supervision services, shops, green fees, Spa products, grocery, skiing lessons, ski equipment purchases, transfers, Wi-Fi, local sales of stays, local sales of meals. All expenditure using the Gift Pass will be accounted for calculating the points connected to expenditure on the site. Conversion into local currency of the contractual sum of €50. Apart from the Resorts of Bodrum Palmiye & Palmiye.

In case of extension of the initial Stay in the same Resort, a new Gift pass will not be credited. Only one Gift Pass delivered per household per stay.

**Preview of sales:** Great Members will receive priority information on the date of sales.

**Cheerz partner offer:** A free small soft cover photo album (21x21cm) of 26 pages, accessible via a single-use promotional code given to the Member and used on the Cheerz mobile application or the [www.cheerz.com](http://www.cheerz.com) website. Box and additional pages are excluded, not combinable with other offers or promotions, Free delivery in following countries: Andorra, Australia, Austria, Belgium, Canada, Chile, China, Colombia, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Ireland, Italy, Luxembourg, Malta, Mexico, Monaco, Morocco, Netherlands, New Zealand, Norway, Poland, Portugal, Qatar, Romania, Singapore, Slovakia, Slovenia, South Africa, Spain, Sweden, Switzerland, Thailand, Turkey, United Arab Emirates, United Kingdom, United States.

Offer is available after the return from the Stay. Offer will be delivered via email ten (10) days after the end of the Stay.

The offer can only be sent if the Member has agreed to receive emails from Club Med at a valid email address.

Only this Cheerz Benefit is available to Gold G.Ms®, and excludes any other Benefit from this Partner.

**Silver Cross offer:** 15% discount on all regular priced items by presenting your e-Membership card at the store. The Offer is not valid for Heritage Collection (including Balmoral and Kensington) and Surf Aston Martin Limited Edition.

**Eric Kayser offer:**

- 10% off for orders below HK\$250 and 20% off for orders above HK\$250 by presenting valid e-Membership card.
- A complimentary birthday cake (maximum value: HK\$350) in 30 days from GM's birthday. Redeem via [sales@maison-kayser.com.hk](mailto:sales@maison-kayser.com.hk) and present your e-Membership card.

Unless otherwise stated in the description of the Benefit, all the Benefits for Silver members are acquired by Members who have attained Platinum Status.

Benefits reserved for Platinum status:

**Early access to the Sales Opening:** Platinum Great Members benefit from an early access and priority to the Opening Sales.

**Pre-view of the 'Easy Arrival' service:** preview 10 days before opening to other G.M®

**Choice of your room in the reserved category:** valid for Platinum members. Subject to availabilities on your arrival in the Resort.

**Room upgrade:** according to availability, to a room in a higher category or in the same category (e.g.: Garden View Club Room upgraded to Sea View Club Room).

**Free Parking:** valid for Platinum Members, subject to availabilities in following Resorts: Vittel Le Parc, Vittel l'Ermitage, La Palmyre, Opio en Provence. Free parking is not available in Ski Resort and at the following resorts: Ixtapa Pacific, Cancun Yucatan, Sandpiper Bay, Columbus Isle, Turkoise, Punta Cana, Buccaneer's Creek, and La Caravelle.

**Premium Wi-Fi offered** in Resorts: on four (4) mediums simultaneously throughout the whole of the stay. The offer does not apply for Beidahu, Bodrum Palmiye, Club Med 2, Guilin, Palmiye, La Pointe aux Canoniers, Sanya & Yabuli throughout the year.

**10% discount on all spa-branded products in Resorts:** (benefit valid in all Resorts, except Japan Resorts and Resorts with wellness areas: Bodrum, Cap Skirring, Turkey Resorts), valid from 100 € purchase of products, treatment excluded.

**10% discount on selected excursions:** available and sold on the Discovery Space of the Resort or equivalent. For Cefalù Resort, discount is only available on selected excursions for a booking of 10 persons minimum.

**15% discount in shops in Resort:** only valid for Club Med® brand articles and is non-concurring with any special offers in progress.



**Private transfers:** for stays with Club Med® round-trip transport to and from 4 & 5 Tridents® Resorts, except the following Resorts: 3 Tridents Resorts, Gregolimano, Cap Skirring, CM2, Columbus Island, Turkoise, Yabuli, Beidahu, Kani, Sahoro, Tomamu.

**Priority Check-in:** A G.O® will be waiting for you when you arrive to check you in, welcome you and install you under the best conditions.

**Gift Pass:** €100 credited to the Member's Club Med pass for each Stay when checking in. Usable during this stay for all the Club Med® services offered in the Resort such as: Spa treatments, extra costs Bar items. Credit not offered for: children supervision services, shops, green fees, Spa products, grocery, skiing lessons, ski equipment purchases, transfers, Wi-Fi, local sales of stays, local sales of meals. All expenditure made using the Gift Pass will be accounted when calculating the points for expenditure on the site. Conversion into local currency of the contractual sum of €100. Apart from the Resorts of Bodrum Palmiye & Palmiye. Not combined with the Gift Pass offered for Gold G.Ms®. In case of extension of the initial Stay in the same Resort, a new Gift pass will not be credited. Only one Gift Pass delivered per household per stay.

**Private dinner in one of the most beautiful spots in the Resorts:** valid for Platinum Members. Benefit offered in the Resorts of Bali, Bintan Island, Cherating Beach, Kabira Ishigaki, Kani, La Plantation d'Albion Club Med, Phuket. In case of extension of the initial Stay in the same Resort, this advantage will not be delivered once again.

**Invitation for a meal between friends:** valid for Platinum Members. Valid for a maximum of four (4) guests for a lunch or dinner once only during the Stay, all-inclusive bar<sup>1</sup> included. Except for the meals on 24, 25 and 31 December and 1 January. In case of extension of the initial Stay in the same Resort, this advantage will not be delivered once again. Only valid for one-time use per household per stay and not available at the following resorts: Ixtapa Pacific, Cancun Yucatan, Sandpiper Bay, Columbus Isle, Turkoise, Punta Cana, Buccaneer's Creek, and La Caravelle.

**Priority booking at specialty restaurant:** valid for Platinum Members. Advantage proposed for all Resorts having a specialty Restaurant. Booking is possible at the Great Member's arrival in the Resort. In case of extension of the initial Stay in the same Resort, this advantage will not be delivered once again.

**Late departure from your room:** valid for Platinum Members. Depending on availability, your room is maintained up to 1 hour before departure for all stays with Club Med® round-trip transport and until 2 pm for Stays without Club Med® transport. Except in the La Plantation of Albion Club Med.

**Cheerz partner offer:** A free small hardcover photo album (21x21cm) of 26 pages, accessible via a single-use promotional code given to the Member and used on the Cheerz mobile application or the [www.cheerz.com](http://www.cheerz.com) website. Box and additional pages are excluded, not combinable with other offers or promotions, Free delivery in following countries: Andorra, Australia, Austria, Belgium, Canada, Chile, China, Colombia, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Ireland, Italy, Luxembourg, Malta, Mexico, Monaco, Morocco, Netherlands, New Zealand, Norway, Poland, Portugal, Qatar, Romania, Singapore, Slovakia, Slovenia, South Africa, Spain, Sweden, Switzerland, Thailand, Turkey, United Arab Emirates, United Kingdom, United States.

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<sup>1</sup> All inclusive

Offer is available after the return from the Stay. Offer will be delivered via email ten (10) days after the end of the Stay.

The offer can only be sent if the Member has agreed to receive emails from Club Med at a valid email address.

Only this Cheerz Benefit is available to Platinum G.Ms®, and excludes any other Benefit from this Partner.

**Silver Cross offer:** 15% discount on all regular priced items by presenting your e-Membership card at the store. The Offer is not valid for Heritage Collection (including Balmoral and Kensington) and Surf Aston Martin Limited Edition.

**Eric Kayser offer:**

- 10% off for orders below HK\$250 and 20% off for orders above HK\$250 by presenting valid e-Membership card.

- A complimentary birthday cake (maximum value: HK\$350) in 30 days from GM's birthday. Redeem via [sales@maison-kayser.com.hk](mailto:sales@maison-kayser.com.hk) and present your e-Membership card.

Other benefits which the Members will be individually informed by any means and on the [www.clubmed.com.hk](http://www.clubmed.com.hk) website can also be offered by Club Med® and its partners for the Program during the Program Year in progress.

## **Article 6 – Modification to the Great Members' Standard Terms & Conditions or cancellation of the Program**

Club Med® reserves the right to modify these Great Members Standard Terms & Conditions at any time and especially the methods for the attribution and accrual of Great Members Points and the benefits described above, or detailed in any communication from Club Med®, or to cancel the Program.

Club Med® will inform its Members of this individually, and on its website [www.clubmed.com.hk](http://www.clubmed.com.hk).

The Member will be deemed to have accepted the modifications to the Great Members Standard Terms & Conditions if no written dispute is sent to the Customer Relations Department by any means permitting acknowledgement of receipt (recorded delivery letter with acknowledgement of receipt, email, etc....) within thirty (30) days following the information on the modification or cancellation, and beforehand, as soon as the Member has been able to acquire new Great Members Points. The refusal of modifications to the Great Members Standard Terms & Conditions will result in the Member and the people registered under the same G.M® number, being excluded from the Program.

## **Article 7 – Great Members loyalty card**

Club Med® issues and delivers a Great Members loyalty card (hereafter 'Great Members Card') to Members who have acquired Silver, Gold and Platinum status.

It is personal and Club Med® or its partner can demand its production so its holder can obtain the Benefits.

The Great Members card can be used by all the people registered under the same G.M® number as its holder, and Club Med® and its partners in the Program disclaim all liability for a third party using a Great Members Card.

The Member must immediately inform the Customer Relations Department if his or her Great Members Card is lost, stolen or damaged.

The said Great Members Card will not be replaced. If necessary, the Member can only receive a new Great Members Card when the Program is annually updated, in accordance with the Member's status.

## **Article 8 – Personal data**

Members can access all the information relating to the Program concerning them in their Customer Area, in particular the number of Great Members Points acquired and the reason for their acquisition, their Status, the Benefits they are entitled to and the number of Great Members Points needed for the next Status.

The purpose for collecting and recording all the personal data related to the Program by Club Med® in its Information System is to manage the Program in the interests of the Member and the Member's household if applicable.

This data is liable to be stored, processed and transferred by Club Med® to Club Med's® in-house services which act on behalf of several entities in the Club Med® (including Club Med SAS and its subsidiaries) as well as to third parties (such as partners in the Program), including outside the European Union and in countries with levels of data protection which are not equivalent to the protection in the European Union. These third parties can only access the Members' personal data in order to manage this Program or on the instructions of the Club Med® Group's in-house services, for requirements connected to other objectives in strict compliance with the applicable legislation notably concerning data security.

The Member's opposition to the collection, recording or transfer of the personal data required for managing the Program to third parties including abroad, would automatically make it impossible for Club Med® and its partners to supply the benefits offered by the Program.

Each Member has a strictly personal right to access, rectify and oppose personal data on him or her, for legitimate reasons, by sending an ordinary letter to the Customer Relations Department at the following address: Club Med - Service Relation Client, 11 rue de Cambrai 75019, Paris Cedex, and by attaching a copy of a document of identity to the written request.

This data can also be used for commercial communication purposes notably by email or SMS by the Club Med® group and its partners if the Member has approved this.

Each member can oppose the commercial communications of the Club Med® group and/or its partners by clicking on the opposition link or by following the opposition procedure in commercial emails or SMSes or by writing to the Customer Relations department at the address mentioned above. The Member's opposition to these commercial communications can deprive the Member of the benefits he or she could be entitled to under the Program or from the partners for the Program.

A Member has the right to register against telephone prospection on an opposition list (Bloctel).

## **Article 9 – Liability**

Club Med® can never be held liable for any loss resulting from or in relation to the Benefits supplied or which should be supplied by its Partners to the Program.

Club Med® can never be held liable for any losses resulting from modifications to these Great Members Standard Terms & Conditions or the cancellation of the Program.

If Club Med® or one of its partners wrongly refused a benefit to a Member, the said Member would only be entitled to claim the Benefit which was improperly refused, providing it is available.

Any fraud or non-compliance with these Great Members Standard Terms & Conditions by a Member can result in the Member's exclusion from the Program, and Club Med® reserves the right to bring, if necessary, appropriate legal proceedings against it.

#### **Article 10 – Governing Law and jurisdiction**

These Great Members Standard Terms & Conditions are governed by French law.

Any dispute which arises relating to the application or the modification of these Great Members Standard Terms & Conditions or the cancellation of the Program will be settled amicably. In the event of a persisting disagreement, and subject to the statutory provisions, the dispute will be submitted to the competent Paris courts.