

Club Med
#Backtohappiness Contest
Win a 3-night refreshing stay in Club Med Bali / Club Med Bintan

Official rules applicable to entering the contest

No purchase or monetary consideration necessary to enter or win.

Void where prohibited by law. Entry is free.

1. SPONSOR

The #Backtohappiness Contest - Win a 3-night land package in Club Med Bali/ Club Med Bintan (“**Contest**”) is administered and sponsored by Club Mediterranean (Club Med) Hong Kong Ltd, Unit B, 26/F, Fortis Tower, 77-79 Gloucester Road, Wanchai, Hong Kong. Tel: (852) 3111 9388 – Fax (852) 2845 9213. Email: sales.hongkong@clubmed.com. Website: www.clubmed.com.hk.

2. AGREEMENT TO OFFICIAL RULES

By entering the Contest, Entrants (as defined below) agree to be bound by the following general conditions (“**Official Rules**”) and Club Med’s decisions, which are final and binding in all matters relating to the Contest. Winning the prize is contingent upon fulfilling all requirements set forth herein.

3. CONTEST DATES

The Contest runs from **18 June, 2020 at 12:00:00 PM (HKT) until 3 July, 2020 at 11:59:59 PM (HKT)** (“Contest Period”) and is subject to the Official Rules. Club Med’s servers are the official time-keeping device for the Contest.

4. ODDS OF WINNING

Odds of winning the prize depend on the number of eligible entries received during the Contest Period. **One (1) entry per person during the Contest period.** Any attempt or suspected attempt to submit more than one entry and/or to obtain more additional participations than permitted by using multiple e-mail addresses or a pen name, or any use of robotic, automatic, programmed or any entry methods not authorized by these rules shall be deemed as tampering and will void all of your entries.

5. WHO CAN ENTER

The Contest is open to all **legal residents of Hong Kong** who have reached the age of majority in accordance with the laws of their residence at the time they enter the Contest (**18 years old**).

Employees, agents and representatives of Club Med, and/or of any of Club Med’s or respective subsidiaries, affiliated companies, controlling corporations, advertising or promotion agencies, sponsors, suppliers of materials, prizes and services related to the Contest, or any other person directly associated with the organization of the Contest, as well as members of their immediate families (father, mother, brothers, sisters,

children), their legal or common law spouse, and any persons residing with these employees, representatives and agents are not eligible to participate.

6. HOW TO ENTER

NO PURCHASE NECESSARY.

Steps to enter the Contest:

1) Post a #backtohappiness photo/video with relevant captions on entrants' own Instagram and/or Facebook. Add hashtag #backtohappiness in the post. Tag @Clubmed in the post. The Instagram account and/or Facebook post must be set to public.

2) Log in on Facebook, complete the Registration Form on Club Med HK Facebook page, by providing the link(s) of the entrants' post(s) (Instagram and/or Facebook post link) and entering all the required personal details (First name in English, Last name in English, Email address and Phone number etc.)

3) You **must** then, by opting in, agree to the following statement: "I would like to receive news and special offers from Club Med by email, phone and SMS."

4) You **must** then, by opting in, agree to the following statement: "Consent to Official Rules: I have read, understood and agree to the Official Rules of the Contest."

5) You must then click on the "Submit" button.

All participants who have duly completed and sent the Registration Form shall be referred to collectively as the "**Entrants**" or individually as an "**Entrant**". Entrants who register online and have an e-mail address must at all time use the same e-mail address. The use of more than one (1) e-mail address by an Entrant will result in automatic disqualification of that individual.

7. PRIZE

Among all valid Registration Forms and subject to the conditions below, **ONE (1)** single prize will be awarded, which shall consist of:

ONE (1) 4 days 3 nights all-inclusive land vacation package, without air tickets, (the "**Vacation Package**") for (2) adults ("**Travelers**") to Club Med Bali / Club Med Bintan. The Vacation Package includes the following services and amenities:

Travel must take place between:

- **01 September 2020 – 25 September 2020**
- **05 October 2020 – 18 December 2020**
- **04 January 2021 – 05 February 2021**

- **18 February 2021 – 19 March 2021**
- **05 April 2021 – 14 May 2021**
- **24 May 2021 – 11 June 2021**
- **18 June 2021 – 15 July 2021**
- **01 September 2021 – 17 September 2021**
- **04 October 2021 – 17 December 2021**

No alternate dates will be permitted to be selected by Winner.

Booking is subject to resort availability and will be subjected to changes with or without prior notice.

Booking can be done only **30 days** before departure.

NOTE: Club Med recommends the Winner not to purchase flight arrangements until his/her booking is confirmed.

The foregoing components collectively constitute the “Prize”.

8. CONDITIONS APPLICABLE TO PRIZE

The following conditions apply to the Prize:

1) The Vacation Package must be used in the week stated in (7), meaning the winner must complete the travel within this designated period of time.

2) Unless explicitly included in the Prize description above, all costs, charges or expenses, including without limitation air transportation, all other traveling expenses, money allocation, all taxes (including income, airport, hospitality or other taxes if applicable), insurance, fuel surcharges, travel related fees and items of a personal nature, passports and other travel documents, meals and beverages, internet access charges, bar and wine charges, souvenirs, room service, gratuities and local and long distance telephone calls are the sole responsibility of the Winner (as defined below) and his/her guests. For further clarity and without limiting the generality of the foregoing, **the Prize DOES NOT INCLUDE:**

- Air Transportation;
- Transfers from/to airport and Resort;
- Baby Club Med and Petit Club Med;
- Babysitting and Pyjamas Club Med;
- Club Med Spa;
- Excursions;
- Complimentary or optional insurance coverage;
- Any additional charge linked to the trip;
- Any extra in-flight charges (i.e: food, drink, entertainment);
- Food, drinks, activities, excursions, tours and personal expenses, tips, and any other activity not included in the basic Club Med all-inclusive package.

3) If guest of Winner is a child, child must be the child or legal ward of the Winner and/or of his/her adult guest(s). The children must be younger than eighteen (18) years old at the time of travel. If they are older, the Winner will have to pay the cost difference between the child's vacation package and the adult's vacation package (as detailed in the next condition).

4) Travel arrangements shall be made by Club Med Hong Kong. Winner and his/her guest must travel together. Winner must give Club Med the name appearing on his/her passport or on his/her identification paper used to travel, as well as the name and contact information of his/her guests. Winner and guests are solely responsible for obtaining the documents necessary for their respective international travel (i.e. passport/visa). Once the arrangements are completed, no modifications will be accepted;

5) No compensation will be awarded to the Winner or his/her guest if the actual value of the traveling expenses is less than the approximate retail value detailed hereinabove;

6) If the Prize or any part of the Prize is not used, no compensation will be awarded to the Winner and/or his/her guests;

7) The Prize may be accepted by the Winner in whole or in part. In the event that the Prize is accepted in part by the Winner, Club Med shall have no other obligation than to provide to Winner such accepted part of the Prize. Winner shall not be entitled to claim any part of the Prize that he/she has refused and Club Med shall be released of any obligations pertaining to such refused part of the Prize;

8) All accepted parts of the Prize must be used by the Winner during the same trip;

9) All local taxes are the sole responsibility of Winner and/or his/her guests. Winner must cooperate with Club Med in order to complete all applicable local documentation pertaining to taxation;

10) No prize substitution or cash redemption allowed by the Winner. **The Prize is not transferable.** Club Med reserves the right to substitute a prize of comparable or greater value if any portion of the featured Prize becomes unavailable.

9. WINNER SELECTION, WINNER NOTIFICATION AND SELECTION OF ALTERNATE WINNER

The winner of the **Contest** will be selected by Club Mediterranean (Club Med) Hong Kong Ltd. among all eligible Entrants who submitted a compliant Registration Form before the end of the Contest Period (the "**Winner**"). The selection will be conducted by a representative of Club Med in July 2020, based on the relevancy and creativity of the photo/video which ties in to the theme: #backtohappiness. Club Med representative will select one of the most creative and relevant photo/video. It's a subjective choice that Participants shall not question or dispute.

The selected Entrant will be notified by telephone and/or by e-mail on 13 Jul 2020 following the selection.

In the event the selected Entrant:

1) is unreachable by telephone or e-mail within fifteen (15) business days following the selection; or

- 2) does not or cannot reply within fifteen (15) business days of being notified; or
 - 3) fails to comply with all the conditions in Section 10 below;
- such selected Entrant will forfeit the Prize.

The forfeited Prize may be awarded to an alternate Winner in another selection under the same conditions as aforementioned from all remaining eligible entries received for the Contest (the “**Alternate Winner**”). The same process will continue among the remaining Entrants until an Alternate Winner has been determined and qualifies.

10. WINNER QUALIFICATION

In order to be declared Winner, the Entrant must meet compliance with these Official Rules and conditions for eligibility.

Failure of the selected Entrant to meet any of the above-mentioned conditions will result in the selected Entrant’s automatic disqualification and loss of entitlement to his/her Prize. In such event, Club Med shall have the right to select another Entrant as described in Section 9 until the Alternate Winner has been determined and qualifies.

11. PRIZE DELIVERY

Club Med will send the Prize Letter to the Winner by e-mail after confirming the details of the winner via telephone/email.

Club Med will send the Resort reservation confirmation letter to the Winner by e-mail after the Winner has redeemed the Prize Letter, made the booking, and confirmed the details of travel via Club Med Hong Kong.

12. RELEASES, LIMITATIONS OF LIABILITY AND DISCLAIMERS

By entering the contest, entrants agree to be bound by these official rules, and agree to release and hold harmless club med, and their respective employees, agents and representatives, their subsidiaries, their affiliated companies, their controlling corporations, advertising or promotion agencies, sponsors, suppliers of materials, prizes and services related to the sweepstakes, or any other person directly associated with the holding of the contest (“**released parties**”) from any and all liability whatsoever for losses or damages of any kind that result from acceptance, possession, use or misuse of any prize or from entry or attempted entry into the sweepstakes. The released parties assume no liability for lost or misdirected entries, whether due to technical or computer malfunctions or otherwise or any other technical or computer malfunctions, fraud, or other errors. Club med reserves the right, at its sole discretion, to cancel, terminate or suspend the contest in its entirety, in the event that the website is infected by a virus, a software bug, the website is hacked, unauthorized human intervention occurs or the integrity, administration, impartiality or normal operation of the contest is compromised in any way. If the contest is cancelled for any reason, including but not limited to those stated above, winner will be determined via selection from Club Mediterranean (Club Med) Hong Kong Ltd. From among all eligible and compliant entries received up to the time of cancellation. The winner acknowledges that the released parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the prize. Any

attempt to deliberately damage any website or undermine the legitimate operation of the contest is a violation of the law. Should such an attempt be made, club med reserves the right to seek damages or other remedies from any such person(s) responsible for the attempt to the fullest extent permitted by law.

13. GENERAL

- 1) Entrants, by entering the Contest, agree to abide and be bound by the Official Rules and the decisions of Club Med, which are final and without appeal in all matters relating to the Contest including, without limitation, the eligibility and/or the disqualification of Registration Forms. All Registration Forms submitted become the exclusive property of Club Med and will not be returned.
- 2) The Registration Forms are subject to audit by Club Med. Any Registration Form that, depending on the case, is incomplete, fraudulent, copied, received late, discriminatory, defamatory, offensive, obscene, vulgar or against good morals or prejudicial to Club Med, their subsidiaries, affiliated companies, parent corporations, their employees, agents, representatives, directors and officers, their advertising and promotion agencies or any other person related in any manner whatsoever to Club Med will automatically be rejected and will not be eligible for the Prize.
- 3) The Prize must be accepted as described in these Official Rules, and may not be sold, transferred to another person, assigned, substituted for another prize, or exchanged in whole or in part for cash.
- 4) For the purpose of these Official Rules, the Entrant is the person whose name appears on the Registration Form and, in case of confusion, who is the authorized account holder of the e-mail address indicated in the Registration Form.
- 5) The use of any automated entry software or any other mechanical or electronic means that permits the participant to automatically enter repeatedly is prohibited.
- 6) The Entrants are hereby advised that tax implications may arise from winning the Prize and they should seek independent financial advice prior to acceptance of the Prize.

14. PERSONAL INFORMATION RETENTION RULES FOR THE CONTEST

When entering the Contest, Entrants agree that their personal information collected by Club Med (“**Personal Information**”) shall be used in accordance with applicable laws in order for Club Med or its agent to contact the Entrants for the purposes of the Contest. By participating in this contest, the Entrant consents that Club Med may use Entrant’s name, mailing address, telephone number and email address for the purposes of managing Entrant’s participation and informing of special offers and product updates from Club Med once the contest has ended.

Club Med has adopted the technical and organizational measures necessary to ensure the security of the Personal Information and prevent their alteration, loss, unauthorized processing or access, having regard to the state of technological development.

At any time you may revoke your consent and exercise your rights of objection, access, rectification and cancellation by addressing your notice to Marketing Dept., Club Med, Fortis Tower, Unit B, 26F, 77-79 Gloucester Road, Wanchai, Hong Kong. Please, for your convenience and to hold our databases up to date, kindly notify us of any change in your Personal Information. You may also opt out from our emails database by using the “optout” link at the end of each email communication. You will be removed from our database within 30 days.

15. DISPUTES, CHOICE OF LAW, CHOICE OF LANGUAGE AND SEVERABILITY

As a condition of participation in this Contest, each Entrant agrees that any and all disputes that cannot be resolved between the parties, and all causes of action arising out of or in connection with the Contest shall be resolved individually, without resort to any form of class action, exclusively before a court located in Hong Kong, having competent jurisdiction, which court shall apply the laws of Hong Kong, without regard to the conflicts of laws principles thereof. The Entrant and Club Med hereby waive any and all right to trial by jury. If any provision of the Official Rules is declared or found by a court of competent jurisdiction to be illegal, unenforceable or void, then such provision will be null and void but each other provision hereof not so affected will be enforced to the fullest extent permitted by applicable law.

16. LANGUAGE

In the event of a conflict between the English version of the Official Rules and any other versions in any other languages, the English version shall prevail.