

Club Med取消及变更政策及条款(Club Med Joyview不适用)

适用于2019年2月1日及以后确认的订单

国内度假村

预订确认后的任何取消及变更,Club Med一价全包的度假费用需适用以™政策:

- 预订入住日前15天及以上通知,不收取损失费用。
- 预订入住日前8-14天通知(包含第8天和第14天),收取总价的百分之四十的损失费用。
- 预订入住日前1-7天(包含第1天和第7天)通知,收取总价的百分之八十损失费用。
- 预定入住日当天通知,收取总价的百分之百损失费用

*** 请注意:由于临近入住时间,您取消或变更预定将会造成Club Med因不符合其他客人提前安排出游习惯等原因无法再次销售您预定的一价全包度假产品,Club Med收取上述损失费用以弥补由此引起的客房空置相关服务和活动安排成本等损失。

如您的预订中包含机票,船票,车票等其他第三方提供的服务内容,取消及变更时需适用这些第三方供应商的特别取消及变更条款。

如您未按预定日期抵达入住,又未按相关程序提前通知取消及变更预定的,视为已经入住,Club Med收取总价的百分之一百。

海外度假村

预订确认后的任何取消及变更,Club Med一价全包的度假费用需适用以™政策:

预订入住日前30日及以上通知,不收取损失费用。

-预订入住日前15-29天通知(包含第15天和第29天),收取总价的百分之二十的损失费用。

预订入住日前8-14天通知(包含第8天和第14天),收取总价的百分之四十的损失费用。

预订入住日前1-7天通知(包含第1天和第7天),收取总价的百分之八十的损失费用。

-预定入住日当天通知,收取总价的百分之百损失费用

*** 请注意:由于临近入住时间,您取消或变更预定将会造成Club Med因其他客人无充足时间办理出境游签证手续等原因而无法再次销售您预定的一价全包度假产品,Club Med收取上述损失费用以弥补由此引起的客房空置相关服务和活动安排成本等损失。

如您的预订中包含机票,船票,车票等其他第三方提供的服务内容,取消及变更时需适用这些第三方供应商的特别取消及变更条款。

如您未按预定日期抵达入住,又未按相关程序提前通知取消及变更预定的,视为已经入住,Club Med收取总价的百分之一百。

Club Med国内/海外度假村早订早优惠

为保障提早预订Club Med产品客人的利益,请遵循以™取消更改条款:

- 取消政策遵循前述Club Med取消及变更政策及条款
- 更换时间遵循前述Club Med取消及变更政策及条款,新预订按照提出更改要求时刻的价格需另补差价。

如您的预订中包含机票,船票,车票等其他第三方提供的服务内容,取消及变更时需适用这些第三方供应商的特别取消及变更条款。

Club Med 机酒打包套餐取消及变更政策及条款 (不适用Club Med Joyview和临时性取消及变更政策及条款) 适用于2021年2月1日及以后确认的订单

国内度假村

预订确认后的任何取消及变更，Club Med一价全包的度假费用需适用以下政策：

- 预订入住日前15天及以上通知，收取总价的百分之十的损失费用。
- 预订入住日前8-14天通知（包含第8天和第14天），收取总价的百分之四十的损失费用。
- 预订入住日前1-7天（包含第1天和第7天）通知，收取总价的百分之八十损失费用。
- 预定入住日当天通知，收取总价的百分之百损失费用

*** 请注意：由于临近入住时间，您取消或变更预定将会造成Club Med因不符合其他客人提前安排出游习惯等原因无法再次销售您预定的一价全包度假产品，Club Med收取上述损失费用以弥补由此引起的客房空置、有关服务和活动安排成本等损失。

如您的预订中包含船票，车票等其他第三方提供的服务内容，取消及变更时需适用这些第三方供应商的特别取消及变更条款。

如您未按预定日期抵达入住，又未按有关程序提前通知取消及变更预定的，视为已经入住，Club Med收取总价的百分之一百。

海外度假村

预订确认后的任何取消及变更，Club Med一价全包的度假费用需适用以下政策：

- 预订入住日前30 日及以上通知，收取总价的百分之十的损失费用
- 预订入住日前15 - 29 天通知（包含第15天和第29天），收取总价的百分之二十的损失费用。
- 预订入住日前8 - 14 天通知（包含第8天和第14天），收取总价的百分之四十的损失费用。
- 预订入住日前1 - 7 天通知（包含第1天和第7天），收取总价的百分之八十的损失费用。
- 预定入住日当天通知，收取总价的百分之百损失费用

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如您的预订中包含船票，车票等其他第三方提供的服务内容，取消及变更时需适用这些第三方供应商的特别取消及变更条款。

如您未按预定日期抵达入住，又未按有关程序提前通知取消及变更预定的，视为已经入住，Club Med收取总价的百分之一百。

Club Med国内/海外度假村早订早优惠

为保障提早预订Club Med产品客人的利益，请遵循以下取消更改条款：

- 取消政策遵循前述Club Med取消及变更政策及条款
- 更换时间遵循前述Club Med取消及变更政策及条款，新预订按照提出更改要求时刻的价格需另补差价。

如您的预订中包含船票，车票等其他第三方提供的服务内容，取消及变更时需适用这些第三方供应商的特别取消及变更条款。

通用条款& 条件

Club Med China
15F, Building 1, #118 Feihong Road, Hongkou District, Shanghai
Reservations: 021-23300601

Club Med 
Joyview

通用条款&条件

请仔细阅读以下预定条件

支付定金表示您已接受以下法律条件。

术语定义

在此文件中“我们”表示地中海俱乐部集团中一个或多个公司，在不影响一般性表达的前提下，包括**Club Med Asie S.A.**及其各自的子公司、关联公司“服务运营者”表示在**Club Med**假期中提供各类服务和内容的实际法律实体（不是我们）。“您”表示签署预订表单的人，“客人”表示您在**Club Med**假期进行预定的出行人。

1. 预定，定金和付款条款

当您进行预订时，必须确保您有权并能够代表您的同伴或客户接受以下预定条件。我们会在收到您的付款后，确认您在**Club Med Joyview** 假期的订单。**Club Med Joyview** 假期须在出行前完成全额付款。

其他通用预定条件:

请注意残疾人士/行动不便人士房间须在出行前通过预定中心进行提前预定。婴儿不算作人数，您只需在订单中列出亲自拜访度假村的客人。假如您为了享受差价、入住席和其他优惠，而在订单中列出并不会到度假村的客人，一经发现，您的订单将可能被取消，并且/或者我们将收取合理范围内的附加费用。

Club Med保留更改房间入住人数和更改您的订单或经决定后收取额外费用的权利。

2. 出行前更改订单姓名和出生日期信息

预定时，您须提供出行人的全名和出生日期，这些信息将体现您和您客人的身份信息。在没有费用变化的基础上，只要有可能，Club Med允许在已确认的订单上更改出行人的姓名。更改姓名视作订单修改，将收取修改费。

3. 由您的原因造成订单取消

(a) 您或您的同伴中任意成员，能够在任何时候取消你们的假期。预定人或您的旅行社代理人须将书面通知送至我们的办公室，不接受电话取消订单。收到通知当天，将收取取消订单费用。请注意，同行任意成员的取消可能会影响到房间入住率/房间类型和价格。在此情况下，我们保留更换剩余成员床型的权利，可能会出现使用补充床位的情况。

(b) 由于在您单方面取消订单，我们受到一定的损失，为此您将须支付一定的取消费用，每张订单的取消费用如下：

我们收到通知的日期	取消费用
预定出行日期8天或以上	不收费
预定出行日期前3-7天 (包含第3天及第7天)	订单价格的50%
预定出行日期2天以内 (包含第2天)	订单价格的100% 恕不退款

此取消政策仅适用于2022年12月12日之后预订的订单。

(c) 特价房券及电子凭证券类等促销产品适用的取消条款，以各销售平台预订须知及条款为准。

4. 在假期过程中，由您的原因造成更改或取消假期

在您的假期中，任何取消或缩短假期的行为，或您仅有限使用度假村中设施及包含在您的假期费用或提前预定的项目服务(例.村外游览，健康美体服务包，特殊课程，交通及设备租赁)的行为将不会产生退款或是保值单据。度假村内缩短假期和未使用设备的书面声明在任何情况下都不能作为退款的凭证。除此之外，到目的地的交通安排属于团体预定，我们不能收

到空座和废票的退款。当您在度假村中决定延长假期并且/或是升级套房，费用将会以当地价格为准，须在现场按照当地汇率进行全额付款。延长假期还须参考度假村中的住房率和返程飞机的座位情况，来保证您

5. 由我们的原因造成订单更改

我们需要对您的假期作出更改的可能性不大，但由于我们提前几个月进行假期计划，偶尔情况下我们可能需要作出变更，我们保留在任何情况下作出订单变更的权利。我们有可能更换假期中包含的活动项目(例.根据相关度假村的住房率更改并/或调整体育项目)和设施(例.开放的餐厅和酒吧数量可能有所变化，沙滩或特产餐厅可能会关闭)，以及度假村的开村时间(依据相关度假村的住房率)。

6. 旅行保险提示

自2022年8月1日起，入住Club Med全球度假村不再包含免费的旅行险，请您根据自身需求，自行选择是否购买旅行险。

一些体育活动和水上运动项目可能还会受到天气及海面/湖面情况的影响，成为季节性项目。

依据规定，所有有关外部组织的活动项目和当场预定的项目提供的信息可能会被更改。除了**Club Med Joyview**一价全包假期内包含的服务外，这些活动项目的组织，以及任何更改和/或活动的取消造成的后果将由相关外部组织单位承担唯一责任。当您预定的房型在度假村中不可入住时，在适用的情况下，**Club Med**将会依据度假村安排部门出具的证明客人接受房型更改安排的书面说明，除了其他补偿外，在您返程时，退回您预订的房型和最终入住房型的所有差价。在您入住期间，根据天气条件，经理可在任意时候打开或关闭空调/暖气。在可能的情况下，您或是您的旅行代理人将会被告知这样的变化，这是您在出发前需要了解的信息。

7. 由我们造成的取消

我们需要取消您的订单的可能性不大，但我们保留在特殊情况下取消您的假期的权利。比如说，假如在某一假期中没有达到最低要求人数，我们将需要取消这一假期。在这种情况下，我们将在最短时间内通知您或是您的旅行代理人，您将可以选择全额退款或是接受更改日期或可接受入住的同标准其他**Joyview**度假村（如果更改后的**Joyview**度假村价格更低，我们将退全部差价）。您将获得已支付的**Club Med Joyview**住宿预订费用退款，您可以使用您个人预定的航班至同一目的地从而避免机票费用变化或取消费，个人旅行安排将不包括在其中（除非航班由**Club Med**预定）。如果我们出于非不可抗力因素且非法律允许的因素而必须取消您的假期，您将可以选择接受更改日期或可接受入住的同标准其他**Joyview**度假村（如果更改后的**Joyview**度假村价格更低，我们将退全部差价），您也可以选择全额退款，在这种情况下，该退款额将包括您已支付的**Club Med Joyview**住宿预订费用及部分合理补偿费用。

8. 由于不可抗力因素导致

很抱歉，当我们需履行的合约义务被“不可抗力因素”因素影响或阻碍，我们将不承担相关责任或是支付补偿金。当我们出于不可抗力因素而不能履行或者延误履行**Club Med**条款条件，意味着在出行前或出行后发生了超出我们可控范围的情况，当我们须取消或者更改您的订单时，我们将不会支付您任何赔偿。预定条件中的“不可抗力因素”包含但不限于自然灾害、战争、战争威胁、暴动、民事或政治动乱、罢工、联合抵制或工业行动或争端、受恐怖主义威胁或直接影响及后果、自然或核灾难、火灾、恶劣天气条件、流行病与传染病、依据法律或许可证或按照合法指示而进行的按照法案、法规、法令的行为，任何责任法与或法庭的命令或要求、港口和机场的关闭、空中交通管制延误、交通或度假村内或任何其他情况内超出**Club Med**控制范围合理的不可避免的技术和/或财务问题。

9. 护照，签证和接种疫苗

客人有责任获取并为必要的文件付费，例如护照、签证和接种疫苗。客人有责任在适用的情况下获得所有必要的入境签证。如果您没有正确的入境文件而导致假期被取消，**Club Med**不承担任何责任。不论您的目的地在何处，我们建议您在出行前就卫生问题寻求专家旅游意见。请咨询您的医生或联系旅行者医疗与疫苗中心获取信息。

10. 不包含在您的Club Med Joyview一价全包假期内

- 超重行李费
- 洗衣、礼品、游览、商品、水疗服务、需要材料费用的活动 (例. 手工、体育运动, 如供私人使用的潜水、滑雪、滑雪板和高尔夫球)

由于未使用运输、餐饮或其他服务, 或由于迟到或过早离开Club Med Joyview度假村而导致未使用的日子将不予退款或积分, 除非是由Club Med度假村运营者明确要求提出的取消, 且非出于客人的不良行为或违反俱乐部Med Resort规定。提前预订和付费的额外费用如滑雪设备租赁、当地旅游、水疗套餐、儿童俱乐部等, 如果没有使用, 将不予退款。

11. 价格变化

Club Med假期的价格基于发布时的汇率, 依据中国当地汇率人民币进行报价的。在出行前的任意时间段, 我们可决定更改价格或增加额外收费, 无需提前通知。我们收到的所有款项都以我们自己的名义存入银行账户, 我们将有权保留所赚取的利息。

12. 责任

我们将为您预定并且支付您在Club Med Joyview的假期 (您的付款)。在Club Med Joyview假期间, 除了您住在Club Med Joyview度假村之外的所有服务和内容 (视情况而定, 包含非Club Med住宿、观光、旅游、运输、飞机或其他交通和其他相关活动及设施) 将由我们或我们的代表单独以相应服务供应商代理人的身份安排。服务供应商, 而不是我们, 确定了服务内容并确保所有服务的实现。

13. 支付方式

大部分度假村已开通Club Med Pass®支付, 您可以选择该支付方式在度假村的的不同销售点进行支付, 以尽量减少在假期中携带现金的需要。退房时要求信用卡/银行卡 (现金) 支付来关闭账户。我们建议您不要携带大量贵重物品或珠宝首饰。

14. Club Med Joyview 度假村住宿

- Club Med Joyview 度假村住宿. 官方公布价格基于两人合住双人间的情况下. 12岁以下儿童可能会被要求与父母合住一间房间, 这种可能性从我们已公布的儿童价格中有所体现
- 一价全包提供每日三顿正餐。小食服务及全套酒吧服务 (除特定酒水) 将根据不同度假村和当地供应商产生额外费用。度假村内将尊重当地的饮酒年龄规定。
- 一价全包中包含的免费Club Med Joyview度假村设施和体育设备 (除滑雪设备) 以及Club Med提供的经过专业训练的教练服务也对一般客人开放, 需在入口处支付费用。一些体育和水上运动季节性开放, 且取决于天气和海面条件。客人的安全对Club Med来说非常重要。
- 免费日间和夜间娱乐活动
- Club Med Joyview 度假村收取服务费。Club Med度假村中不建议收取小费。
- 不能保证房间的请求, 须依据到达度假村当天的住房率。根据度假村和入住当天的住房率, 非连通的房间预定可能会分布在不同的大楼或楼层。我们建议您尽早预订您的假期, 以确保连通房和/或家庭房可预定, 尤其当您是与小孩一起旅行。
- 包含免费Wi-fi

15. 预定

除非另有说明，所有由我们和我们的代表作为服务供应商的代理人的所有预订和其他安排均基于以下基础：

1. Club Med度假村或供应商无需提供任何需要违反相关法律的服务；
2. 我们保留在特殊情况下取消、更改或以其他方式修改旅行、行程、具体项目、体育设施或活动的权利，对于此类取消、更改或修改我们将提前通知您；
3. 您同意遵守由Club Med管理的Club Med Joyview Resorts的规定以及在其所在国家/地区生效的当地法规，并遵守Club Med管理团队合法合理的指令和指示。并同意当涉及严重违反Club Med Joyview度假村或其中的规定、规定、指令和指示、不付款、醉酒、在Club Med Joyview度假村或对其客人的扰乱或滋扰行为、和/或令人反感的或不当或不良的行为或活动，我们有权拒绝进入并立即从Club Med Joyview度假村取消任何客人，恕不进行任何退款或赔偿，同时您须对您可能造成的Club Med Joyview 度假村的任何损失、损害或人身伤害负责；
4. 参加活动和/或使用Club Med Joyview度假村设施由客人自己承担风险，当参加客人存在超出日常范围的人身伤害风险的体育活动及其他类似活动时，客人须了解并承担额外风险。由此类参与和/或使用造成的任何结果形成的任何损失，客人在合同中或侵权行为中免除我们及我们的代表的一切责任；

5. Club Med Joyview 度假村的住宿以及Club Med假期的服务和内容将受到Club Med Joyview 度假村所在地及服务内容提供处的法律管辖，任何法律行为或有关任何损失的索赔将由该地方法庭处理。

16. 卫生问题

Club Med在其每个度假村中都实行全面严厉的卫生条例。然而，我们依然建议您在出行前和假期过程中，增强预防措施。尽管Club Med尽力维持严格的卫生规定，我们不能够保护每一位前来度假村的客人免收细菌威胁。

入住之前

医生

我们建议您在出行前咨询您的医生，并告知他们您的目的地。您的医生会告知您的健康状况是否能满足您计划的旅行时间，特别是当您需要接受持续治疗、当您有任何慢性疾病、当您怀孕了，当您的孩子年龄在二岁以下或者当您有任何过敏症状。同时请检查您和您孩子疫苗接种的有效性。Club Med将不退还您的任何入住或附加费用（取消、回国、酒店、出租车等等）。

入住期间

医疗帮助

在某些度假村中，取决于他们的医疗设备，您能找到一名护士和/或一名医生。除了提供舒适或急救等治疗外，他们不能代替有权使用药物的当地医生。

饮食注意事项和气候变化

通过卫生检查，Club Med能确保其食物准备各阶段和在度假村内摆放时的最高卫生标准。然而，饮食习的变化和/或气候变化会引起一定的不适。腹泻（胃肠炎）是游客因目的地和他们对气候、环境和饮食变化抵抗力而产生的最常见的健康问题。常见疾病都是轻度的，可以在几天内通过治疗和适当的口服补液治愈。任何旅客都可能受胃病影响，尤其是当和家庭或一群朋友一起。当症状伴随发烧，他们可能需要特定的治疗，尤其是年龄低于2岁的儿童。勤用肥皂洗手能有效减小细菌感染的可能性。作为预防，Club Med在我们的度假村的关地区提供手部消毒液，以帮助减少细菌/疾病蔓延。

防晒

我们建议您使用合适的防晒，提前安排好适量的暴晒时间并在炎热环境中大量饮水。

过敏

1. 当您可能对某种特殊食物成分过敏时，需在进食前与当地厨师沟通询问。我们建议客户携带好针对已知过敏症状的治疗药物（如epipen）。如果您或您的客人有特定的饮食或健康要求，我们建议您与旅行社确认在Club Med Joyview度假期间此类膳食或健康要求可以得到满足。

2. 请注意，监督儿童俱乐部的员工不得对参与任何参加俱乐部的儿童药物管理。如果孩子有食物过敏，儿童俱乐部中的饮食必须由父母陪同。

特定疾病预防

我们必须提醒您，无论去哪里，都可能收到一些常规感染（例.季节性病毒、散发病例、流行性感冒或肠道感染）。另外则由因目的地国家或与气候条件和微生物环境有关的条件会造成感染。Club Med为减少其影响而采取可行措施，但不能保证能保护您免收任何病原体影响。对于新出现的风险，Club Med已经并将继续采取必要措施，在受影响地区的度假胜地采取进行有效预防。

特定病毒或寄生虫病（登革热、疟疾等）由热带地区的蚊子运输和携带：我们建议您使用适宜的热带的防水产品和衣物，尤其在特定时期，特别是在晚上。药物服用可能是有必要的。这需要您的医生的建议和处方。如果在您返回后三个月内，您需要因感冒发烧症状就诊，请您务必通知他自己在国外的居留情况。

17. 贵重物品

在您假期期间，您不能在房间或度假村设施和场地附近留下重要文件（护照、信用卡等）、珠宝首饰或其它贵重物品（手机、iPad、相机等）。我们不对您在Club Med Joyview度假期间未在在房间内保险箱或度假村主要保险箱中存放和锁定的贵重物品遗失、错放或被盗承担责任。我们建议您在Club Med Joyview假期期间妥善保管您的贵重物品，将所有贵重物品都寄存到可用的保险箱。

18. 未成年人

在度假村度假期间，任何未成年人都必须受父母或其法定代表人的照顾。如果其陪同人员不是父母或其法定代表人，则该陪同人员必须在预定时间向Club Med 提供该未成年人的父母或法定代表人的书面授权。该授权书必须指明该陪同人员在度假期间照顾该未成年人的责任。

19. 法定饮酒年龄

Club Med Joyview假期严禁18岁以下的人士饮酒。虽然Club Med Joyview员工受过专门培训，拒绝向不满18岁人士服务，但陪同照顾他的成年人有责任确保18岁以下人士不在Club Med Joyview度假村内饮酒。Club Med严格遵守当地有关饮酒年龄的法律法规。

20. 个人物品

在离开度假村之前，请确保您的行李和物品被装载到您的转运车辆上，并确保所有行李都清楚地标有您的全名、航班号和目的地地址。如果您在假期遗失或遗留个人物品或其他财产，Club Med将不承担责任。在可能的情况下，我们将尽力寻找任何遗失的财产并返回给你。但请谅解，Club Med对该财产的任何后续损失或损害概不负责。请注意，邮寄费用将由您负担。

21. 游泳池

您可以进入我们一些度假村中的主游泳池（甚至某些度假村中可以进入多个游泳池）。在某些度假村中，您可以享受专为成年人或16岁以上成年人陪同的青少年预留的静池或禅宗池，享受更多放松和安静。

- 3岁以下儿童必备游泳一次性尿布。
- 当儿童不在儿童俱乐部项目管辖范围内时，将由其家长承担所有责任。

22. 抽烟

在所有度假村中，公共室内空间、客房和具有特定标志的区域均禁止吸烟。

23. 申请索赔时限

Club Med 希望您在返程日期60天以内向我们提出因入住Club Med Joyview 度假村或与住宿有关的任何索赔。在此期间，Club Med 将在合理的范围内，努力友好地解决所有与客人入住有关的问题。

24. 说明与条例

在此文件中，“定期出发”是指假期服务包裹中，旅行的预定出发日，或者中途停留假期，或是到达Club Med Joyview度假村的预定日期。“损失”包括人身伤害、疾病、损害、意外、支出、延误、不便或其他索赔，无论是直接的、间接的、特殊的、一般的还是结果的，以及“任何其他情况”包括火灾、洪水、恶劣天气、天灾或政府行为、疏忽、运输延误、经营原因、设备故障和工业行动。本合同包含（非随附手册或指南）各方对其内容的完全理解，除了此文件中已明确规定或提及的事项之外，不存在任何书面或口头表达或暗示的条件、担保、保证、代表或义务。本文件中的任何内容均不会排除、限制或修改在“贸易惯例法”或任何州或地区的相似法律法律规定不得排除、限制或修改的内容。然而，在法律允许我们或任何服务供应商违反条件或保证的责任范围内，并且该责任仅限于违约方再次提供服务，或（由该方酌情决定）支付再次提供服务的费用，违约方不应以任何其他方式对由违约所引起的任何损失承担责任。所有可能暗示及被明确排除的有关我们和每位服务供应商提供服务的其他条款和担保

请注意：条款和条件进行修改，无需通知。其他在线预订的特殊条件可通过网站查询。

Club Med 

CLUB MED HOTEL-BOOKING CONTRACT

Club Med 酒店预订合同

(for Booking Guests in Mainland China)

(适用中国大陆预订客户)

Booking Guests: Guests who book Club Med Premium Hotel or Club Med Joyview Hotel (hereinafter collectively referred to as “Club Med Hotel”) (including other guests designated by him/her to check in Club Med Hotel) through Club Med China official website (<https://www.clubmed.com.cn>) or Club Med service hotline (021-61972985) (the “Booking Guests”).

预订客户：通过酒店公司中国官方网站（<https://www.clubmed.com.cn>）或通过致电酒店公司服务热线（021-61972985）预订 Club Med 精致一价全包度假村或 Club Med Joyview 酒店（以下统称“Club Med 酒店”）的客户（包括其指定的其他入住 Club Med 酒店的客人）（以下称“预订客户”）；

Hotel-booking Company: Shanghai Club Med Holidays Travel Agency Co., Ltd. (“Club Med”)

酒店公司：上海客美德假期旅行社有限公司(Club Med)

Business scope: travel agency business, talent intermediary activities. [Projects subject to approval in accordance with the law can only be carried out after being approved by relevant departments. Specific operating projects are subject to the approval documents or permits of relevant departments] General projects: tourism consulting services, hotel management services and hotel booking, ticketing agency, computers network and system technology development, technology consulting, technology services and technology transfer, meeting and exhibition services, business information consulting services, sports information consulting services, marketing planning and consulting services, advertisement design, production, agency and publishing services, daily masks (non-medical), labor protection products, daily necessities sales, wholesale, import and export and commission agent (except for auctions) services and other related supporting services for hotel supplies and equipment, beauty care products, handicrafts (except for crafts, ivory and their products) hotel supplies and equipment, beauty care products, handicrafts (except cultural relics, ivory and their products), toys and clothing (except for those subject to the relevant licenses as required to conduct certain business activities if the laws and regulations so require).

经营范围：旅游业务；职业中介活动。【依法须经批准的项目，经相关部门批准后方可开展经营活动，具体经营项目以相关部门批准文件或许可证为准】一般项目：旅游信息咨询，酒店管理服务和酒店预订，票务代理，计算机网络系统技术

开发、技术咨询、技术服务、技术转让，会展服务，商务信息咨询，体育信息咨询、市场营销策划咨询，设计、制作、代理、发布各类广告，日用口罩(非医用)、防护用品、日用品销售，酒店用品及设备、美容护理用品、工艺品（除文物、象牙及其制品）、玩具和服装的批发、进出口、佣金代理（拍卖除外）并提供相关 配套服务（除依法须经批准的项目外，凭营业执照依法自主开展经营活动）。

Address: 15th Floor, Building 1, No. 118 Feihong road, Hongkou District, Shanghai 200086, China

地址：中国上海市虹口区飞虹路 118 号 1 号楼 15 楼 邮政编码：200086

Telephone: 021-61972985

联系电话：021-61972985

Operation license: L-SH-WZ00009

业务经营许可证编号：L-SH-WZ00009

(hereinafter referred to as “**Hotel-booking Company**”)

(以下称“酒店公司”)

The Hotel-booking Company and the Booking Guests are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**” in this Contract.

本合同中，酒店公司和预订客户合称“双方”，单独称为“一方”。

The Parties have reached, through consultation, the following agreement regarding the terms and conditions pursuant to which the Booking Guests will book Club Med Hotel through the Hotel-booking Company:

经协商一致，双方就预订客户预订酒店公司提供的 Club Med 酒店入住的条款和条件达成以下协议：

ARTICLE 1 DEFINITIONS

第1条 定义和概念

1.1 “Club Med Hotel”, refers to the Club Med Premium Hotel or the Club Med Joyview Hotel booked for the Booking Guests by the Hotel-booking Company in accordance with Article 2.1 hereto.

“Club Med 酒店”，指本合同第 2.1 条所述由酒店公司为预订客户预订的 Club Med 精致一价全包度假村和 Club Med Joyview 酒店。

1.2 “Hotel Price”, refers to the price payable by the Booking Guests to the Hotel-booking Company to book the Club Med Hotel in accordance with Article 3.1

hereto.

“酒店费用”，指本合同第 3.1 条规定由预订客户支付给酒店公司，用于预订 Club Med 酒店的价格。

Unless otherwise provided herein, the Hotel Price does not include:

除非本合同另有规定，酒店费用不包括：

- (1) The premium for Personal Travel Insurance subscribed by the Booking Guests;

预订客户投保的个人旅游保险费用；

- (2) Fees for any activities for which the Booking Guests must pay extra charges as stipulated in the Contract;

合同约定需要预订客户另行付费项目的费用；

- (3) Fees that the Hotel-booking Company is not responsible for paying according to the Contract;

合同未约定由酒店公司支付的费用；

- (4) Any personal expenses incurred by a Booking Guest during his stay in the Club Med Hotel, including but not limited to any non-free services and activities explicitly specified within the Club Med Hotel; any personal entertainment, personal injury or medical expenses; any expenses or remuneration paid to search for the Booking Guests' lost property; and any other payable compensation caused by reasons attributable to the Booking Guests.

入住 Club Med 酒店期间发生的预订客户个人费用，包括但不限于 Club Med 酒店内明确注明非免费的服务和消费项目，个人伤病医疗费，寻找个人遗失物品的费用及报酬，个人原因造成的赔偿费用。

1.3 “Cancellation Charge” refers to the compensation for the economic losses sustained by the Hotel-booking Company arising from the Booking Guests' cancellation of a valid reservation. Such charge includes any and all fees the Hotel-booking Company has paid on behalf of the Booking Guests to service providers stipulated in this Contract, including but not limited to fees (including deposits) for accommodation, food and beverage, as well as entertainment at the Club Med Hotel.

“取消费用”，指酒店公司因预订客户取消已生效的预订而产生的经济损失。包括为预订客户预订的本合同约定的 Club Med 酒店而已向相关服务提供方支付的费用，包括但不限于 Club Med 酒店住宿、餐饮、娱乐项目费用

(含预订金)。

- 1.4** “**Free Activity Time**” refers to periods during which the Booking Guests will not participate in an activity listed in the Confirmation Letter (as defined below).

“自行安排活动期间”，指预订客户不参加确认函（见如下定义）所列明的各类活动的期间。

- 1.5** “**Hotel-booking Company’s Liability Insurance**” refers to the insurance subscribed to cover the Hotel-booking Company’s legal liabilities for compensation in accordance with law to cover any losses suffered by the Booking Guests and/or any personnel entrusted by the Hotel-booking Company to provide services to the Booking Guests arising from the Hotel-booking Company’s providing booking services to the Booking Guests.

“酒店公司责任保险”，指以酒店公司因向预订客户提供预订服务而对预订客户和受其委派为预订客户提供服务的人员依法应当承担的赔偿责任为保险标的的保险。

- 1.6** “**Personal Travel Insurance**” refers to any short-term insurance subscribed by a Booking Guest directly or through the air ticket agency, tourist attraction or other insurance agency to cover risks related to his life, body, property or related benefits, including but not limited to insurance for flight accidents, emergencies during the stay, emergency evacuation and other specific program.

“个人旅游保险”，指预订客户自己购买或者通过航空机票代理点、景区等保险代理机构购买的以入住期间自身的生命、身体、财产或者有关利益为保险标的的短期保险，包括但不限于航空意外险、旅游意外险、紧急救援保险、特殊项目意外险。

- 1.7** “**Force Majeure**” refers to any objective circumstance that is unforeseeable, unavoidable and insurmountable, including but not limited to any such circumstance caused by natural causes or civil unrest, such as natural disasters, war, hostilities, terrorist activity, turmoil, riot, strikes, public health emergencies, and government actions.

“不可抗力”，指不能预见、不能避免并不能克服的客观情况，包括但不限于因自然原因和社会原因引起的，如自然灾害、战争、敌对状态、恐怖活动、动乱、骚乱、罢工、突发公共卫生事件、政府行为等。

- 1.8** “**Unexpected Event**” refers to any event occurring incidentally because of reasons not attributable to either Party’s deliberate act or negligence. Such events include, but are not limited to, any traffic jams, flight/train delays, temporary closures of tourist attractions, and other circumstances caused by important Concierge activities.

“意外事件”，指因任何一方故意或者过失以外的偶然因素引发的事件，包

括但不限于重大礼宾活动导致的交通堵塞、列车航班晚点、景点临时不开放等。

ARTICLE 2 HOTEL PRODUCTS

第2条 酒店产品

- 2.1 The Hotel-booking Company shall provide accommodation services and other activities which need to be booked in specific Club Med Hotel according to the booking made by the Booking Guests through the Hotel-booking Company's Chinese official website or calling the service hotline.

根据预订客户通过酒店公司中国官方网站或通过致电酒店公司服务热线进行的预订，酒店公司为预订客户安排预订特定的 Club Med 酒店内的食宿服务以及其他须预订的活动项目服务。

- 2.2 The detailed information of the exact time, places, periods, activities, accommodation service standards as well as the activities subject to extra charge of Club Med Hotel booked by the Booking Guests are set out in the Booking Confirmation Letter ("**Confirmation Letter**") sent by the Hotel-booking Company to the Booking Guests by email. Such Confirmation Letter is an integral part of this Contract. If there is any discrepancy between the Confirmation Letter and the Contract, the terms of the Confirmation Letter prevail.

酒店公司为预订客户预订的Club Med 酒店的具体时间、地点、期间、项目、食宿标准、另行付费项目等详见酒店公司通过电子邮件向预订客户发送的预订确认函（“确认函”）。该确认函为本合同不可分割的一部分，如果该确认函与本合同任何内容不一致，以该确认函为准。

- 2.3 **Any advertisement or promotional material issued or provided by the Hotel-booking Company only serves as reference for the general potential consumers to understand the relevant products. It is not a contract offer and should not be construed as a part of this Contract. Such advertisement or promotion material has no binding effect on the Hotel-booking Company or Booking Guests.**

酒店公司所发布或提供的与本合同项下的 Club Med 酒店相关的广告及宣传品仅为帮助不特定的潜在消费者了解相关产品，其不属于合同要约，不视为本合同的组成部分，对酒店公司和预订客户双方不具有约束力。

ARTICLE 3 HOTEL PRICE

第3条 酒店费用

- 3.1 Hotel Price to be paid by the Booking Guests and other exact booking information are set out in the Confirmation Letter sent by the Hotel-booking

Company to the Booking Guests. Unless otherwise provided herein, the Hotel Price includes:

预订客户预订本合同约定的Club Med 酒店应支付的酒店费用及其他具体预订信息在酒店公司向预订客户发送的确认函中予以列明。除非另有特别注明，酒店费用包括下列各项：

Club Med Premium Hotel:

Club Med 精致一价全包度假村：

- (1) Accommodation on twin share basis, in principle. Children under 12 years may be required to share a room with their parents;

原则上两人一房形式的住宿。但 12 岁以下的儿童将有可能被要求同父母同住；

- (2) Three meals a day in the Club Med Premium Hotel with beer and table wines provided for lunch and dinner (scheduled by Club Med Premium Resort and subject to change, Club Med Premium Resort is entitled to stop or cancel to serve any alcoholic drink at any time due to health and safety or other reasons in its sole discretion); some Club Med Premium Hotels provide late breakfast and late lunch;

Club Med 精致一价全包度假村一日三餐包括中餐和晚餐供应的啤酒及随餐葡萄酒（由 Club Med 精致一价全包度假村安排并可做调整，且 Club Med 精致一价全包度假村有权在任何时间基于健康安全或其他因素自行决定停止或取消提供酒精类饮品）；部分 Club Med 精致一价全包度假村提供晚早餐和晚午餐；

- (3) All-day exquisite bar and snacking service at designated Club Med Premium Hotel bars (excludes champagne and certain liquors and beverages of particular brands, details of which shall be subject to the standards published on site in the Club Med Premium Hotel); and

精致无限欢畅酒吧服务(即由 Club Med 精致一价全包度假村指定的吧台饮品及小食美点，但不包括香槟及特定品牌酒类及饮料，具体按 Club Med 精致一价全包度假村现场公布为准)；以及

- (4) All activities and coaching courses as set out in the Confirmation Letter (arranged by the Club Med Premium Hotel on a unified basis and subject to changes depending on the weather).

确认函列明所包含的各项活动及教练指导课程（由 Club Med 精致一价全包度假村统一安排并可能根据天气等原因进行调整)；

Club Med Joyview Hotel:

Club Med Joyview 酒店:

Hotel Price for a booking of bed and breakfast service only includes accommodation and breakfast.

预订房间及早餐服务的酒店费用仅包括住宿和早餐。

Hotel Price for a booking of all-inclusive package service includes:

预订全包式套餐服务的度假村费用包括:

- (1) Accommodation on twin share basis, in principle. Children under 12 years may be required to share a room with their parents;

原则上两人一房形式的住宿。但 12 岁以下的儿童将有可能被要求同父母同住;

- (2) Three meals a day in the Resort with beer provided for lunch and dinner (scheduled by Club Med Joyview Resort and subject to change, Club Med Joyview Resort is entitled to stop or cancel to serve any alcoholic drink at any time due to health and safety or other reasons in its sole discretion);

度假村一日三餐包括中餐和晚餐供应的啤酒 (由 Club Med Joyview 度假村安排并可做调整, 且 Club Med Joyview 度假村有权在任何时间基于健康安全或其他因素自行决定停止或取消提供酒精类饮品);

- (3) All-day exquisite bar and snacking service at designated Resort bars (excludes champagne and certain liquors and beverages of particular brands, details of which shall be subject to the standards published on site in the Resort); and

精致无限欢畅酒吧服务(即由度假村指定的吧台饮品及小食美点, 但不包括香槟及特定品牌酒类及饮料, 具体按度假村现场公布为准); 以及

- (4) All activities and coaching courses as set out in the Confirmation Letter (arranged by the Resort on a unified basis and subject to changes depending on the weather).

确认函列明所包含的各项活动及教练指导课程 (由度假村统一安排并可能根据天气等原因进行调整);

Unless otherwise expressly agreed, the above Hotel Price does not include any transportation service between the airport/quay/railway station to the Club Med Hotel.

除非另行明确约定，上述酒店费用不包括从机场、码头、火车站等地至 Club Med 酒店间的往返接送服务。

3.2 **For the avoidance of doubt, the above Hotel Price does not include the following items:**

为避免疑义，上述酒店费用均不包括下列项目：

- (1) **Round-trip transportation expenses of the Booking Guests between the place of departure to the Club Med Hotel, such as air tickets, railway tickets, ferryboat tickets, bus tickets or taxi fees.**

预订客户从出发地往返 Club Med 酒店的机票、火车票、船票、巴士或出租车票等交通费用；

- (2) **Costs for obtaining travel documentation, including passports, visas and vaccination certificates;**

办理护照、入境签证、防疫注射证明书等相关旅行证件的费用；

- (3) **Excess baggage charges;**

超重行李费用；

- (4) **Personal expenses;**

私人消费；

- (5) **Extra charges for activities not included in the Confirmation Letter, such as liquors and beverages of particular brands at the Club Med Hotel bar, optional tours outside the Club Med Hotel as chosen by the Booking Guests themselves; personal purchases at boutiques in the Club Med Hotel; laundry, room service and other personal consumption items not specified in the Confirmation Letter;**

不包含在确认函中的额外项目的收费，例如，Club Med 酒店中吧台特定品牌的酒类及饮料消费、预订客户个人选择预订的 Club Med 酒店外的游程、预订客户个人于 Club Med 酒店内精品店内消费、洗衣费及确认函内未注明之餐饮及个人消费项目；

和

- (6) **Extra charges for customized services not included in the Confirmation Letter.**

不包含在确认函中的额外的个性化服务项目。

In addition to the above, the Booking Guest shall, at his own expense, prepare

the following travel documents (as necessary):

除以上所述，预订客户还应自担费用准备出行所需的下列文件（视具体情况而定）：

- (1) Valid identification card (applicable to Chinese Booking Guests)
有效身份证（适用中国籍预订客户）
- (2) Valid passport (with at least six (6) months remaining) and valid travel permit for exit (applicable to non-Chinese Booking Guests);
有效护照及出境证明（护照有效期 6 个月以上）（适用非中国籍预订客户）；
- (3) Valid visa where required depending on citizenship;
视国籍而定的入境签证；
- (4) Vaccination certificate; and
防疫注射证明；和
- (5) For children who will attend Children's Club activities, a health certificate issued by a practicing physician of the place where the child is from.
参加儿童俱乐部的儿童由所在城市执业医师出具的身体健康检查证明。

- 3.3** The Booking Guests shall pay the Hotel Price timely in a lump sum according to the booking procedures on the Hotel-booking Company's Chinese official website or as informed by the service hotline. The reservation will take effect when the Hotel-booking Company receives the payment in full and sends the Confirmation Letter. **If the Booking Guests do not pay the Hotel Price within the prescribed time limit, their reservations will be deemed as canceled.**

预订客户应于根据酒店公司中国官方网站或致电酒店公司服务热线告知的预订流程及时地一次性支付所预订的 Club Med 酒店的酒店费用，预订在酒店公司收到全部付款并发出确认函后生效。**如果预订客户未能在规定的时间内支付酒店费用，预订客户将被视为已取消预订。**

- 3.4** **In any of the following circumstances, the following rules regarding the Hotel Price paid by the Booking Guests apply:**

预订客户所支付酒店费用在出现下列各类情形时适用以下规定：

- (1) **The Hotel-booking Company will not refund any of the Hotel Price**

for any accommodation services at the Club Med Hotel, entertainment or other services, referred to in the Confirmation Letter that the Booking Guests did not use for their personal reasons.

因预订客户个人原因而未使用的任何 Club Med 酒店食宿、娱乐休其他服务安排或确认函所述其他各项服务的，该等未使用的服务所对应的费用将不予退还。

- (2) **Any extra charges resulting from the Booking Guest's late arrival or premature departure for any reasons not attributable to the Hotel-booking Company shall be solely borne by the Booking Guests.**

因非可归责于酒店公司的任何理由导致预订客户迟到或早退所产生之额外费用将由预订客户自行承担。

- (3) **If the Booking Guests do not abide by national laws and regulations or the applicable rules published in the Club Med Hotel, and thereby interfere with group activities or disturb others, they shall be deemed to have violated the law or the rules, the Hotel-booking Company has the right to request the Booking Guests to leave the Club Med Hotel and no refund will be made for any unused services.**

如因预订客户不遵守国家法律法规或 Club Med 酒店内所公布适用规章而有碍团体活动或打扰他人，属于违约行为，酒店公司及 Club Med 酒店有权要求预订客户离开 Club Med 酒店，其未使用的服务的费用等将不予退还。

ARTICLE 4 HOTEL-BOOKING COMPANY'S RIGHTS AND OBLIGATIONS

第4条 酒店公司的权利和义务

4.1 **The Hotel-booking Company has the following rights under this Contract to:**

酒店公司在本合同项下享有以下权利：

- (1) Decide whether to accept the reservation of the Club Med Hotel by the Booking Guests according to the Booking Guests' physical conditions and other factors;

根据预订客户的身体健康状况及相关条件决定是否接受预订客户对 Club Med 酒店的预订；

- (2) Review and verify the information and materials provided by the Booking Guests;

核实预订客户提供的相关信息资料；

- (3) Collect the full amount of the Hotel Price from the Booking Guests in accordance with the provisions of this Contract;

按照本合同约定向预订客户收取全额酒店费用；

- (4) Take emergency rescue measures and request the Booking Guests' cooperation in any emergency;

发生紧急情况时，可以采取紧急避险措施并要求预订客户配合；

- (5) Refuse any unreasonable request of the Booking Guests beyond the provisions of this Contract; and

拒绝预订客户提出的超出本合同约定的不合理要求；和

- (6) Exercise any other rights given to the Hotel-booking Company by this Contract and laws and regulations.

本合同及适用法律法规规定酒店公司应享有的其他权利。

4.2 The Hotel-booking Company shall assume the following obligations:

酒店公司在本合同项下承担以下义务：

- (1) Complete the reservation in accordance with the terms and standards stipulated hereunder and the Confirmation Letter, except where the Hotel-booking Company cancels, changes or adjusts the check-in date, program, facility or activities due to a Force Majeure or Unexpected Event, such as a change in law, changes of weather or other uncontrollable event, provided that a notice of such change is served in advance;

按照本合同和确认函约定的内容和标准为预订客户预订 Club Med 酒店，但依据当地法律变更、气候状况、或其它非所能控制之不可抗力或意外事件等因素在预先通知的前提下对相关酒店入住日期、特定节目、运动设施或活动予以撤销、更改、或修正的情况除外；

- (2) Notify the Booking Guests of the specific issues before the Booking Guests' departure. Such specific issues include, but are not limited to, important local regulations, customs and habits; safety and rescue measures and emergency contact information;

在预订客户出发前如实告知有关具体事项，具体事项包括但不限于所到目的地的重要规定、风俗习惯，安全避险措施，应急联络方式等；

- (3) Take good care of all identification certificates (if applicable) submitted by the Booking Guests and keep the Booking Guests' personal

information confidential;

妥善保管预订客户提交的各种证件（若适用），依法对预订客户的个人信息保密；

- (4) Notify the Booking Guests truthfully and give the Booking Guests explicit warning as to any matters that might harm the Booking Guests' personal safety or property, as well as any issues to which attention should be paid; and adopt reasonable and necessary measures to prevent the occurrence of any danger. If there is any harm or damage to the Booking Guests' personal safety or property, the Hotel-booking Company shall adopt reasonable and necessary protection and rescue measures to mitigate any amplification of the losses to the Booking Guests' personal safety or property; and

对可能危及预订客户人身、财产安全的事项和须注意的问题，向预订客户做出真实的说明和明确的警示，并采取合理必要措施防止危害发生。预订客户人身、财产权益受到损害时，应当采取合理必要的保护和救助措施，避免预订客户人身、财产权益损失扩大；和

- (5) Other obligations assigned to the Hotel-booking Company by this Contract and laws and regulations.

本合同及适用法律法规规定酒店公司应对预订客户承担的其他义务。

ARTICLE 5 BOOKING GUESTS' RIGHTS AND OBLIGATIONS

第5条 预订客户的权利和义务

5.1 The Booking Guests have the following rights under this Contract to:

预订客户在本合同项下享有以下权利：

- (1) Request the Hotel-booking Company to provide services in accordance with this Contract and the Confirmation Letter;

要求酒店公司按照本合同和确认函的约定提供 Club Med 酒店的预订服务；

- (2) Request the Hotel-booking Company to issue official invoice after check-out;

可以在入住结束后要求酒店公司开具发票；

- (3) Lodge a complaint with the relevant authorities or administration for industry and commerce if his legal rights and interests are infringed, or request the Hotel-booking Company to assist with his claims; and

在合法权益受到损害时可向相关部门投诉或者要求酒店公司协助索赔；和

- (4) Exercise any other rights of the Booking Guests as stipulated in this Contract and other relevant laws and regulations.

本合同和其他有关法律法规规定预订客户应享有的其他权利。

5.2 **The Booking Guests shall assume the following obligations:**

预订客户在本合同项下承担以下义务:

- (1) Abide by the rules of the Club Med Hotel and local regulations, and comply with the lawful and reasonable instructions and directions implemented within the Club Med Hotel for various activities. The Club Med Hotel may refuse the entry of and request the departure of any Booking Guests from the Hotel for any significant violation of the rules, regulations, directions and instructions, as well as for non-payment, intoxication, breaches of the law, inappropriate behavior or activities, or disturbance or nuisance to Club Med Hotel facilities or other Booking Guests;

预订客户应遵守 Club Med 酒店的规定及当地法规，听从酒店内就各项活动所实施的合法合理的指导规范。若有任何重大违反规定的行为、拒绝付款、吸食毒品、从事违法或不正当行为或活动、或威胁 Club Med 酒店内建筑设施及其他预订客户安全的行为，Club Med 酒店有权拒绝该预订客户进入酒店或立即要求该预订客户离开酒店；

- (2) Pay the Hotel Price according to the provisions of this Contract;

按照本合同约定支付酒店费用；

- (3) Handle formalities of applying for travel permit for exit, passport, visa and vaccination certificates (as the case may be). The Hotel-booking Company is not responsible in the event a Booking Guest is denied boarding or entry or incurs expenses due to failure to procure any of the above travel documents;

办理出境证明、护照，入境签证及接种证明书（视具体情况而定）等，酒店公司对因未取得上述文件而未能登机或入境以及因而发生的费用不承担任何责任；

- (4) Truthfully provide a Booking Guest's personal information and is responsible for the truthfulness of the information provided, and shall answer truthfully any question the Hotel-booking Company staff may have regarding his physical condition for purposes of the Hotel activities. The contact number provided by the Booking Guests must be one

frequently used that is reachable in due time;

如实提供预订客户的个人信息，并对所提供的信息的真实性承担责任；预订客户应如实告知酒店公司工作人员询问的与酒店内活动相关的个人健康信息，所提供的联系方式须是经常使用或者能够及时联系到的；

- (5) Obey the management and instructions of the Club Med Hotel staff. In the case of an Unexpected Event, he shall adopt measures to mitigate losses;

配合 Club Med 酒店工作人员的统一管理和指引，在发生突发事件时，采取措施防止损失扩大；

- (6) Not bring any pet or animal to the Club Med Hotel, and take care of his own belongings properly;

不携带任何宠物及动物进入 Club Med 酒店内，妥善保管个人行李物品；

- (7) Settle any dispute arising during the stay at the Club Med Hotel through consultation based on the principle of equality, and adopt appropriate measures to mitigate losses. A Booking Guest shall refrain from any behavior that affects the normal operation of Club Med Hotel or the legitimate rights and interests of other Booking Guests;

若在入住 Club Med 酒店期间发生纠纷，应当本着平等协商的原则解决，采取适当措施防止损失的扩大，不采取影响 Club Med 酒店正常经营和其他预订客户合法权益的行为；

- (8) Choose activities suitable for his physical condition and within the scope of risk controllable by him. A Booking Guest is accountable for his own safety;

应当在适合自己身体健康条件且自己能够控制风险的范围内选择活动项目，并对自己的安全负责；

- (9) Provide legal and valid evidence when requesting the Hotel-booking Company to assist in his claim for compensation if and to the extent his lawful rights and interests are damaged;

在合法权益受到损害要求酒店公司协助索赔时，提供合法有效的凭据；

- (10) Obey the check-in policies of Club Med Hotel, including but not limited to that people under the age of 18 shall not check in Club Med Hotel alone; and

遵守度假村的入住政策，包括但不限于 18 周岁以下的人员不得单独入住度假村；以及

- (11) Other obligations assigned to the Booking Guests by this Contract and laws and regulations.

本合同及适用法律法规规定预订客户应承担的其他义务。

ARTICLE 6 AMENDMENT TO AND TERMINATION OF THE CONTRACT

第6条 合同的变更和解除

- 6.1 The Hotel-booking Company and Booking Guests may, through consultation, agree to amend the terms of this Contract. Any amendment must be made in writing and signed by both Parties (or other forms agreed and confirmed by both parties). **Any increase to the Hotel Price and any losses caused to the other Party by any revision must be borne by the Party requesting the revision. Should the Hotel Price be reduced, the Hotel-booking Company will refund the amount reduced to the Booking Guest, provided that the provisions hereunder are complied with.** Despite the foregoing, **any change shall be subject to the “Cancellation and Change Policy and Terms”, as made and amended by the Hotel-booking Company from time to time.**

酒店公司与预订客户协商一致，可以变更本合同约定的内容，但应当以书面形式由双方签字确认（或以双方一致认可的其他形式由双方确认）。因该等变更所增加的酒店费用及给对方造成的损失，由变更提出方承担；由此减少的酒店费用，在符合本合同相关规定的情况下，将由酒店公司退还给预订客户。尽管有前述约定，任何变更应以酒店公司不时制定、修改并公布的《取消及变更政策及条款》为准。

- 6.2 If a Force Majeure or Unexpected Event occurs after the Booking Guests’ check-in, as a result of which this Contract cannot be performed, the Hotel-booking Company may, upon the Booking Guests’ consent, amend the relevant provisions of the Contract. If the Booking Guest’s consent cannot be obtained due to an emergency, or if it is otherwise impossible to obtain his consent, the Hotel-booking Company may decide to revise the terms of the Contract for the safety of the Booking Guests or to prevent further loss, provided that it provides sufficient documents supporting its decision.

预订客户入住后，若因不可抗力或意外事件导致无法继续履行本合同的，酒店公司可以在征得预订客户同意后对相应内容予以变更，因情况紧急无法征求意见或者经征求意见无法得到预订客户同意时，除非预订客户明确要求解除本合同，酒店公司为了预订客户的人身安全或避免损失扩大可以决定内容的变更，但应当就作出的决定提供必要的证明。

- 6.3 In the event of any Force Majeure or Unexpected Event, (1) if and to the extent that the Booking Guests’ personal safety and property are in danger, the Hotel-

booking Company shall take appropriate safety measures. (2) if the Booking Guests are overstayed, the Hotel-booking Company shall provide accommodation, and the Booking Guests shall bear any additional accommodation fees and the expenses for return trip from the Club Med Hotel thus caused.

发生不可抗力或意外事件时，（1）若出现危及预订客户人身、财产安全的情况，酒店公司应当采取相应的安全措施；（2）若造成预订客户滞留的，酒店公司应当采取相应的安置措施，因此增加的食宿费用及由 Club Med 酒店返程的费用，由预订客户承担。

- 6.4 Upon the Hotel-booking Company's written consent, a Booking Guest may assign his rights and obligations hereunder to any third person who meets the conditions for travel. The Booking Guest shall bear any increase to costs.

经酒店公司书面同意，预订客户可以将其在合同中的权利和义务转让给符合出行条件的第三人，因此增加的费用由预订客户承担。

- 6.5 If the Hotel-booking Company fails to provide services as agreed herein due to any reason other than occurrence of Force Majeure or an Unexpected Event, which leads to the cancellation of some activities, cuts of vacation time, or lowering of service standards, the Hotel-booking Company must make remedy. If it does not take remedial actions or takes insufficient remedial actions and the Booking Guest cannot recover his losses, it shall assume its compensation liability accordingly.

如酒店公司非因不可抗力或意外事件原因未按合同约定提供服务，造成项目减少、行程时间缩短或者标准降低的，应当采取措施予以补救，未采取补救措施或者已采取补救措施但不足以弥补预订客户损失的，应当承担相应的赔偿责任。

- 6.6 **The Booking Guests may terminate this Contract before the agreed check-out date. However, considering the inseparability of the Reservation Product hereunder, such early termination will not reduce the costs and expenses incurred for providing such Product. Therefore, under such circumstances, the Booking Guests acknowledge and agree that the Hotel- booking Company has no obligation to refund any part of the Hotel Price. This clause does not prejudice the Booking Guests' rights to require the Hotel-booking Company to assume its liabilities in accordance with this Contract or laws in the event that the Contract is terminated due to any breach of the Contract on the part of the Hotel-booking Company.**

预订客户在协议退房日前可以解除本合同，但由于本合同项下的预订产酌不可分割性，即使中途终止消费也无法减少提供该预订产品的费用 和成本支出，因此在此情况下，预订客户理解并同意酒店公司无需退回 部分的酒店费用。但本条规定并不影响预订客户因酒店公司违约而

解除本合同的情况下，根据本合同或适用法律的有关规定要求酒店公司承担应责任的权利。

6.7 After the Booking Guests' check-in, the Hotel-booking Company may terminate this Contract if a Booking Guest is found to be under any of the following circumstances:

预订客户入住后，若预订客户有下列情形之一的，酒店公司可以解除本合同：

- (1) He has an infectious disease and is potentially jeopardizing the health and safety of other Booking Guests;
患有传染病等疾病，可能危害其他预订客户健康和安全的；
- (2) He carries any article endangering public security and refuses to hand it over to the relevant department;
携带危害公共安全的物品且不同意交有关部门处理的；
- (3) He conducts any illegal activity or activity that violates social morality;
从事违法或者违反社会公德的活动；
- (4) He carries out any activity that severely violates the rights and interests of other Booking Guests and refuses to follow instructions and continues the violation;
从事严重影响其他预订客户权益的活动，且不听劝阻、不能制止的；
- (5) He is under any other circumstance for which the Hotel-booking Company may terminate this Contract as provided by law.

适用法律规定的酒店公司可以解除酒店预订合同的其他情形。

If the Hotel-booking Company terminates this Contract according to this Clause, considering the inseparability of the Reservation Product hereunder, such early termination will not reduce the costs and expenses incurred for providing such Product. Therefore, under such circumstances, the Booking Guests acknowledge and agree that the Hotel-booking Company has no obligation to refund any part of the Hotel Price. In addition, the Booking Guests shall assume compensation liabilities in accordance with law if the occurrence of any of the above circumstances causes loss to the Hotel-booking Company and/or other Booking Guests.

若酒店公司根据本条规定解除本合同的，由于本合同项下的预订产品的不可分割性，即使中途终止消费也无法减少该提供该预订产品的费用和

成本支出，因此在此情况下，预订客户理解并同意酒店公司无需退回任何部分的酒店费用。除此之外，若预订客户发生上述情形给酒店公司和/或其他预订客户造成损失的，预订客户还应当依法承担赔偿责任。

ARTICLE 7 CANCELLATION OF RESERVATION

第7条 已生效预订的取消

7.1 **The Booking Guests may cancel an effective reservation subject to the “Cancellation and Revision Policy and Terms”, as made, amended and published by the Hotel-booking Company from time to time.**

预订客户取消已生效的预订应根据酒店公司不时制定、修改并公布的《取消及变更政策及条款》进行。

Notwithstanding the above, if any special promotional or discount rate applies to the reservation of Club Med Hotel, then its cancellation is subject to the specific terms and conditions on cancellation/revision for the special promotion or discount.

尽管有上述规定，如果预订客户是通过特别的优惠活动或特殊的促销活动的 Club Med 酒店，则取消将适用该等特别优惠活动或特殊促销活动项下的特别取消及变更政策。

7.2 If for any reason attributable to the Hotel-booking Company, the Booking Guests' accommodations and stay at the Club Med Hotel must be cancelled, the Hotel-booking Company must notify the Booking Guests in advance and offer the Booking Guests similar accommodations and stay of equal value. If the Booking Guests choose not to accept such alternative arrangements proposed by the Hotel-booking Company, or fail to respond within seven (7) days after the Hotel-booking Company has duly notified the Booking Guests of the cancellation, the Hotel-booking Company shall refund the Booking Guests any Hotel Price already paid in the full amount and free of interest.

如果因酒店公司的原因取消预订客户在 Club Med 酒店内的入住，酒店公司须提前通知预订客户，并向预订客户提供同等价值的食宿安排。如果预订客户选择不接受酒店公司的安排，或者在酒店公司取消预订客户已预订的产品并发出正式通知 7 天内未给予回应，则预订客户已支付的酒店费用将被全数无息退回。

If after the Booking Guests have fully paid the Hotel Price for the Club Med Hotel in accordance with this Contract, the Hotel-booking Company proposes to cancel the reservation seven (7) (inclusive) days before the reserved date of arrival due to any reason other than Force Majeure or Unexpected Event not attributable to the Hotel-booking Company, and if the Booking Guests refuse

to accept alternative arrangements for accommodation and stay, the Hotel-booking Company shall pay the Booking Guests compensation, calculated as follows, in addition to the Hotel Price refund, in the full amount and free of interest:

在预订客户根据本合同规定付清Club Med 酒店的酒店费用后，如果非因不可抗力或意外事件等不可归责于酒店公司的原因，酒店公司于预订入住日前 7 日以内（含 7 日）提出取消且预订客户不接受其他食宿安排的，除将向预订客户无息退还全额酒店费用，还将按照下列标准支付补偿金：

(1) **Notice of cancellation four (4) to seven (7) days before the reserved date for check-in: Ten percent (10%) of Hotel Price;**

预订入住日前 7 日至 4 日取消，支付相当于酒店费用百分之十(10%)的补偿金；

(2) **Notice of cancellation one (1) to three (3) days before the reserved date for check-in: Fifteen percent (15%) of Hotel Price;**

预订入住日前 3 日至 1 日取消，支付相当于酒店费用百分之十五(15%)的补偿金；

(3) **Notice of cancellation on the reserved date for check-in: Twenty percent (20%) of Hotel Price.**

预订入住日当日取消，支付相当于酒店费百分之二十(20%)的补偿金。

For the avoidance of doubt, if the Hotel-booking Company notifies a Booking Guest of any cancellation of his reservation more than seven (7) (exclusive) days before the reserved date for check-in and the Booking Guest does not accept alternative arrangements for accommodation and stay, the Hotel-booking Company shall refund the Booking Guest the Hotel Price in full, free of interest, and is not obliged to pay any compensation.

为避免歧义，若酒店公司于预订入住日前提前 7 日以上（不含 7 日）提出取消且预订客户不接受其他食宿安排的，酒店公司将只向预订客户无息退还全额酒店费用，无需支付任何补偿金。

- 7.3** If the performance of this Contract becomes impossible before the Booking Guests' check-in due to the occurrence of Force Majeure or an Unexpected Event, the Parties may postpone the stay upon mutual agreement. If the stay cannot be postponed or the Parties fail to reach an agreement on the postponement, either Party may terminate this Contract in accordance with the law. The Hotel-booking Company shall refund the Booking Guests the Hotel Price in full and free of interest, however, the Hotel-booking Company is entitled to deduct any travel expenses already incurred.

在预订客户入住前若遇到不可抗力或者意外事件导致本合同无法履行的，双方经协商可以延期入住。若无法延期或双方无法就延期达成一致意见的，任何一方均可依法解除本合同，酒店公司应向预订客户无息退还全额酒店费用，但已发生的部分费用，酒店公司可以扣除。

ARTILCE 8 LIABILITIES

第8条 责任

- 8.1** If the Hotel-booking Company, at its own discretion, suspends the reservation arrangements of accommodations services in breach of this Contract, it shall bear the necessary expenses for the Booking Guests to procure alternative accommodations, meals or other services of equal standard during the period when the services are suspended. The Hotel-booking Company shall also pay the Booking Guests an amount equal to **ten percent (10%)** of the total Hotel Price as a penalty; if the Booking Guests suffer any personal injury or property loss as a result of the suspension, the Hotel-booking Company is also liable for such losses.

若酒店公司违反本合同约定，擅自中止对预订客户提供住宿、用餐等预订安排的，应当负担预订客户在被中止服务期间所订的同等级别的住宿、用餐、服务等必要费用，并向预订客户支付酒店费用总额百分之十(10%)的违约金；如果因此给预订客户造成其他人身、财产损害的，还应当承担损害赔偿责任。

- 8.2** If the Booking Guests refuse to obey the instructions of the Hotel-booking Company or staff of the Club Med Hotel, affecting the normal operation of the Hotel-booking Company and the Club Med Hotel and thereby causing loss to the Hotel-booking Company or Club Med Hotel, the Booking Guests are liable for compensation. The Booking Guests also assume compensation liabilities in accordance with the law if they commit any activity that impairs the legitimate rights and interests of the Hotel-booking Company, the Club Med Hotel and their staff, or other Booking Guests during their stay at the Club Med Hotel or during the course of a dispute.

预订客户因不听从酒店公司及Club Med 酒店工作人员的劝告而影响酒店公司及 Club Med 酒店正常工作，给酒店公司或 Club Med 酒店造成损失的，应当承担相应的赔偿责任。此外，预订客户在入住 Club Med 酒店期间或者在解决纠纷时，发生损害酒店公司、Club Med 酒店及其工作人员或者其他预订客户合法权益的其他行为，应依法承担赔偿责任。

- 8.3** The Hotel-booking Company is not liable for any personal injury or property loss caused to the Booking Guests during their stay at the Club Med Hotel due to any reason attributable to the Booking Guests themselves, any third party infringement, or any other reason not attributable to the Hotel-booking Company. However, if the personal injury or property loss is amplified because the Hotel-booking Company did not fulfill its obligation to provide assistance, the Hotel-booking Company shall compensate the Booking Guests for such amplified losses.

预订客户在入住Club Med 酒店期间因自身原因或任何第三方侵害等不可归责于酒店公司的原因所遭受的人身伤害或财产损失，酒店公司对其不承担任何责任。但因酒店公司不履行协助义务致使预订客户人身、财产权益损失扩大的，酒店公司应当就扩大的损失承担赔偿责任。

- 8.4** If the Booking Guests suffer any loss from individual activities that are not set out in this Contract, the Booking Guests shall bear such loss himself. If a Booking Guest, through his own fault, causes any damage to the Hotel-booking Company, the Booking Guests shall compensate the Hotel-booking Company for the damage. **Should any dispute arise with the Hotel-booking Company, the Booking Guests shall take active measures to prevent further losses to the Club Med Hotel; otherwise, they shall assume liability for such further losses.**

预订客户超出本合同约定的内容进行个人活动所造成的损失，由其自行承担。由于预订客户的过错，使酒店公司遭受损害的，预订客户应当赔偿损失。与酒店公司出现纠纷时，预订客户应当采取积极措施防止损失扩大，否则应当就扩大的损失承担责任。

- 8.5** Sports and similar activities provided at the Club Med Hotel may involve risk of physical injury greater than those encountered in daily life. The Hotel- booking Company has made faithful explanations and explicit warnings about the possible risks of physical harm for each activity, and has also taken the precautionary measures required to circumvent dangers. Before taking part in any sport or similar activity, a Booking Guest shall first understand and judge at his own discretion if he is capable of taking part in such activity. The Booking Guest hereby undertakes that he will only participate in activities suitable for his health and physical conditions and capacity and is responsible for his own safety. **The Hotel-booking Company is not liable to compensate for any injury, illness, damage or loss of property, accident, expense, delay or other irregularity resulting from the Booking Guests' participation in any**

activity or use of any of the facilities of the Hotel due to the Booking Guests' non-compliance with operation instructions or disrespect of warnings.

由于Club Med 酒店中的各类运动项目及类似性质之活动较日常生活更易引起身体伤害，酒店公司对于可能会对身体造成伤害之项目已经作出真实说明和明确的警示，并采取必要的措施防止危险的发生。预订客户参加活动时应先认知并自行判断是否有能力参加该活动，预订客户在此承诺 仅参加适合自己身体健康状况和能力的活动项目并就此对自己的安全负责。酒店公司对预订客户在参加 **Club Med** 酒店范围内各项活动或使用设施时因违反操作指示或不听从警示而造成之伤害、疾病、财物之 损害、遗失、意外灾害、开支、延误或其它不可预期的事件不承担赔偿责任。

- 8.6** If the Booking Guests take part in any activity or arrangement other than those arranged at the Club Med Hotel of their own accord, including stays, sightseeing, excursions, transfers, and air or other transportation outside of or not provided by the Club Med Hotel, as the Hotel-booking Company, its branches, agents or representatives have given sufficient explanation and warning in advance, **neither the Hotel-booking Company nor any of its branches, agents and representatives will be liable for any injury, illness, damage or loss of property, accident, expense, delay or other claim that may result from the Booking Guests' participation in the above-mentioned activities or arrangements on their own accord, whether caused by a defect of any vehicle, breakdown of equipment, strikes, theft, the negligence or default of any supplier of services. Neither the Hotel-booking Company nor any of its branches, agents and representatives will be liable for any cancellation of or change to the schedules not provided by the Hotel-booking Company or for any additional expense or loss of vacation time incurred by the Booking Guests resulting therefrom.**

如果预订客户在入住期间自行参加Club Med 酒店以外的各项活动及安排，包括非Club Med 酒店内之住宿、观光、旅游、接送及航空或其它交通运输，酒店公司及其分支机构、代理商、代表在事前已尽到必要的警示说明，因此对预订客户自行参加的上述行程安排中因车辆损坏、器材失灵、罢工、失窃、供应商之疏忽、错误或其它原因造成伤害、疾病、财物损害、遗失、意外灾害、开支、延误等情形不承担任何责任。同时对于因预订客户自行参加的上述安排事项所引起的取消或更改时间编排、额外开支或假期损失，也不承担任何责任。

- 8.7** **If any personal injury or property loss is caused to the Booking Guests by public transportation operators, the public transport operators shall assume the compensation liabilities in accordance with the law, and the Hotel-booking Company shall assist the Booking Guests in claiming for compensation against the public transportation operators.**

若由于公共交通经营者的原因造成预订客户人身损害、财产损失的，应

由公共交通经营者依法承担赔偿责任，酒店公司将协助预订客户向有关公共交通经营者索赔。

- 8.8 If the Contract is not performed or performed not as agreed due to any reason attributable to the Booking Guests, the Hotel-booking Company shall assume no responsibility as prescribed by law.**

由于预订客户自身原因导致本合同不能履行或者不能按照约定履行的，酒店公司依法不承担责任。

- 8.9 The Booking Guests may claim for compensation from the Hotel-booking Company in accordance with this Contract. Claims must be made in writing no later than thirty (30) days after the Booking Guests' check-out. If no claim is made within thirty (30) days, the Booking Guests are deemed to have no dispute with respect to the performance of this Contract hereof.**

预订客户根据本合同约定可向酒店公司提出赔偿的申请（若有）须以书面在预订客户退房后三十日内向酒店公司递交。若未在上述期间提交，则视为预订客户对本合同的履行不存在任何异议。

ARTICLE 9 HOTEL-BOOKING COMPANY'S LIABILITY INSURANCE AND PERSONAL TRAVEL INSURANCE

第9条 酒店公司责任保险和个人旅游保险

- 9.1** The Hotel-booking Company has subscribed travel insurance in accordance with the law. It covers the compensation liability that the Hotel-booking Company is required to assume for personal injury or property loss caused to the Booking Guests due to negligence or fault on the part of the Hotel-booking Company, as well as for the occurrence of Unexpected Events when accepting the Booking Guests' check-in.

酒店公司已经依法投保了责任保险，该保险适用于酒店公司在接受预订客户入住时因疏忽或过失以及发生意外事故造成预订客户人身伤亡、财产损失而对预订客户承担的赔偿责任。

- 9.2** The Hotel Price does not include any travel insurance. To mitigate losses or damage sustained by the Booking Guests because of an act of God or other irregular risks, the Hotel-booking Company reminds the Booking Guests to purchase Personal Travel Insurance according to their personal conditions and needs.

酒店费用不包含任何旅行保险。为减少自然灾害等意外风险给预订客户带来的损害，酒店公司提示预订客户，可针对个人情况和需要选择购买个人旅游意外保险。

ARTICLE 10 PERSONAL DATA PROTECTION

第10条 个人数据保护

Under this Agreement, the Hotel-booking Company will collect the personal data of the Booking Guests in order to perform its obligations to the Booking Guests, manage the booking and accommodation requests, manage the services of the Hotel-booking Company and manage the guest relationships. Such personal data will be used only for the abovementioned purposes and will be kept strictly confidential. The process of such personal data must strictly follow relevant laws and regulations. In addition, the Hotel-booking Company will take appropriate technical and organizational measures to protect such personal data from unauthorized or accidental damage, accidental alteration or loss, and unauthorized access or disclosure.

本合同项下，为了履行酒店公司对预订客户的义务，管理预订和住宿请求，管理酒店公司服务，管理酒店公司客户关系等目的，酒店公司将会收集预订客户的个人数据，该等个人数据将只用于上述目的，且酒店公司将对该等个人数据严格保密。酒店公司对该等个人数据的使用将严格适用相关法律法规的规定。此外，酒店公司将根据适用的法律规定，采取相应的技术措施和组织措施，保护该等个人数据不被非法或意外破坏、意外变更或丢失以及在未经授权的情况下被访问或公开。

ARTICLE11 APPLICABLE LAW

第11条 适用法律

This Contract is governed by the laws of the People's Republic of China.

本合同适用中华人民共和国法律。

ARTICLE12 SETTLEMENT OF DISPUTES

第12条 争议解决

All disputes arising out of or in connection with this Contract must first be settled through friendly consultation between the Hotel-booking Company and Booking Guests. If a dispute cannot be resolved through friendly consultation, the Parties agree to submit the dispute to the Shanghai International Arbitration Center ("SHIAC") for settlement through arbitration in accordance with its arbitration rules then in force. The summary procedure will be applied and the arbitral tribunal will be presided over by a sole arbitrator. The arbitral proceeding will be held in Shanghai, and the arbitral award is final and binding on both Parties.

凡因本合同引起的或与本合同有关的任何争议，首先应由酒店公司与预订客户友好协商解决。协商不成的，双方同意将该等争议提交上海国际仲裁中心 (SHIAC)，由其按照届时有效的仲裁规则通过仲裁解决。仲裁适用简易仲裁程序并由独任仲裁庭审理，仲裁地点为上海。仲裁裁决为终局裁决，对双方均具有约束力。

ARTICLE13 MISCELLANEOUS

第13条 其他

- 13.1 Booking Guests confirm that they have carefully read through all clauses of this Contract, as well as the Confirmation Letter, before signing this Contract; that they have attentively listened to the detailed explanation provided by the Hotel-booking Company of each clause of this Contract; that they fully understand the agreements set out hereunder; and that the execution of this Contract is a reflection of their true will.**

预订客户确认，认真阅读本合同各个条款以及确认函，并仔细听取酒店对
本合同各条款的详细说明，对本合同的各项约定有充分的理解，同意 接
受本合同是其真实意思表示。

- 13.2 Booking Guests and the Hotel-booking Company may mutually agree upon any matter not covered under this Contract through supplementary clauses to this Contract.**

未尽事宜，经预订客户和酒店公司双方协商一致，可以另行达成补充条款。