

TERMS & CONDITIONS

1. GENERAL:

These terms and conditions supplement and modify Club Med's booking conditions in its brochures, website, booking confirmations and/or invoices, which are hereby incorporated into this Agreement and form an integral part hereof. If there is any contradiction between these terms and conditions and those in Club Med's brochures, website, and/or invoices then these terms and conditions shall prevail. Club Med reserves the right to change, modify, add or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is Your obligation to periodically check these Terms and Conditions at the Website for changes or updates.

2. INTERPRETATION

In these terms and conditions unless the context indicates a contrary intention

- 2.1 clause headings are for convenience only and shall not be used in its interpretation;
- 2.2 an expression which denotes any gender includes the other genders and a natural person includes an artificial person and vice versa;
- 2.3 the singular includes the plural and vice versa.
- 2.4 Unless inconsistent with the context, the expressions set forth below shall bear the following meanings:
 - 2.4.1 "Agreement" refers to these terms and conditions;
 - 2.4.2 "Club Med" refers to Vacances (Pty) Ltd trading as Club Med South Africa;
 - 2.4.3 "Consumer" refers to all natural persons or a juristic person with an annual turnover not exceeding the threshold published in the government gazette from time to time, currently R2 000 000 (two million rand), and as defined in accordance with the Consumer Protection Act, entering into this Agreement with Club Med;
 - 2.4.4 "The Holiday Price" refers to the price for the package as quoted in the final invoice,
 - 2.4.5 "Service Provider" refers to the representative responsible for providing any and all activities, facilities, transport and transfers;
 - 2.4.6 "Parties" Club Med and You
 - 2.4.7 "Resort" refers to the relevant Club Med resort booked or recommended for your travel
 - 2.4.8 "You" refers to the Party entering into this Agreement, be it an agency on behalf of the traveller/s or the traveller/s themselves.
- 2.5 Where any term is defined within the context of any particular clause in this Agreement and conditions, the term so defined, unless it is clear from the clause in question that the term is defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that the term has not been defined in the interpretation clause.
- 2.6 Unless inconsistent with the context or save where the contrary is expressly indicated:
 - 2.6.1 a reference to "days" shall be construed as calendar days unless qualified by the word "business", in which instance a "Business Day" shall be any day other than a Saturday, Sunday or official public holiday in the republic. "Business Hours" shall be construed as

being the hours between 08h30 (eight hours and thirty minutes) and 17h00 (seventeen hours) on any Business Day. Any reference to time shall be based upon South African Standard Time;

- 2.6.2 when any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the last day shall be the next succeeding Business Day;
- 2.6.3 in the event that the day for payment of any amount due or performance of any obligation in terms of this Agreement should fall on a day which is not a Business Day, the relevant day for payment or performance, as the case may be, shall be the subsequent Business Day;
- 2.6.4 Any reference in this Agreement any other agreement or document shall be construed as a reference to this Agreement or (as the case may be) such other agreement or document, as the same may have been, or may from time to time be, amended, varied, novated or supplemented;
- 2.6.5 no provision of this Agreement constitutes a stipulation for the benefit of any person who is not a party to this Agreement;
- 2.6.6 a reference to a Party includes that Party's Permitted Successors.
- 2.7 The rule of construction that the Agreement shall be interpreted against the Party responsible for the drafting or preparation of this Agreement, shall not apply.
- 2.8 Where in this Agreement provision is made for the Parties (or either of them) to agree on or grant approval in respect of any matter, such agreement or approval shall only be valid and binding on the Parties thereto if reduced to writing and signed by the duly authorised representative of such Parties.
- 2.9 The use of the word "including" followed by a specific example shall not be construed as limiting the meaning of the general wording preceding it and the eiusdem generis rule shall not be applied in the interpreted example.
- 2.10 The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

3. MEMBERSHIP

- 3.1 A traveller must be a Club member to participate in a Club Med holiday. Membership is billed at R320 per person and lasts for 12 months from the date Club Med receives this fee. Membership fees are non-refundable.
- 3.2 Club Med membership fees of R320 per person will be applied to all travellers over the age of 2 years, for travel from November 2016 onwards.
- 3.3 Failure to comply with the terms of the Club Med membership as well as codes of conduct at the Resorts, may result in Club Med taking whatever action it feels necessary including recovering from You/Your traveller/s the cost of any damage or loss caused, Your/Your traveller/s exclusion from the Village as well as entering You/Your travel/s on an

"incident" list (You/ Your traveller/s will thereby lose, if necessary, all the benefits attached to the Club Med membership). In the case of exclusion from a Resort, Club Med's responsibility and contractual obligations towards You/Your travellers will be terminated immediately. Club Med will have no obligation towards You/ Your travellers in respect of Your/their return travel arrangements, unused accommodation or any compensation.

4. SERVICES

- 4.1 You undertake to ensure that the terms and conditions hereunder applicable to the traveller shall be made known to the traveller failing which you undertake to be accountable thereto.
- 4.2 The reservation is initially booked upon confirmation and payment of the deposit. Full payment is required for final reservation. For the avoidance of any doubt, Club Med shall not be liable to perform any services in terms of this Agreement or howsoever arising until such time as the full Holiday Price has been paid to Club Med.

5. HOLIDAY PACKAGE INCLUSIONS

- 5.1 Published prices for accommodation at Resorts are based on a twin share rooming. Children under 12 may be required to share a room with parents and the child pricing reflects this responsibility.
- 5.2 The following services are included when staying at the Club Med Resort:
- 5.3 Airfare transfers and airport departure taxes are included in Package Holidays only;
- 5.4 Accommodation at the Club Med Resort
- 5.5.3 full meals per day with table wines, local beer and mineral drinks provided for lunch and dinner;
- 5.6 Open bar and snacking (VSOP beverages are not included, unless otherwise specified).
- 5.7 Free use of all the Resort facilities and sports equipment (except snow equipment) and services of trained instructors as provided by the Resort operator; certain sports activities may be extra.
- 5.8 Free daily and evening entertainment;
- 5.9 Service taxes at the Resort. Tipping at a Resort is not permitted.

6. NOT INCLUDED IN YOUR CLUB MED HOLIDAY

- 6.1 The costs of airfares, including all respective taxes and fuel levies should accommodation only be booked.
- 6.2 VSOP beverages are not included unless otherwise specified;
- 6.3 Excess baggage charges;
- 6.4 Laundry, gifts, excursions, and some activities where there is a charge for individual lessons, scuba diving, and certain equipment according to individual resorts.

7. CRUISES ON CLUB MED 2

Where your Club Med holiday includes a cruise on a Club Med cruise ship, additional terms applicable to that cruise are set out in a separate "Extract of passenger contract" leaflet, copies of which are available from Club Med on request.

8. VILLAS & CHALETS

Prices are quoted per Villa and per night. Accommodation is provided as a maximum number of guests staying in the Villa (four, six or eight people respectively). Only traveller's registered under the same booking may share a Villa. Club Med offerstraveller's that book a villa the option of

requesting extra baby cots and children's beds (the number of cots/beds available depends on the category of villa booked). The additional beds provided for children are pullout beds (for children under the age of 11) and are set up in Standard rooms. Cots for babies are set up in the Master bedrooms.

9. PRICE

- 9.1 Your reservation for a Club Med holiday will only be confirmed when Club Med receives the deposit amount specified on your booking confirmation, and it will automatically cancel any booking in respect of which it does not receive this payment by the specified date on your booking confirmation.
- 9.2 Once we have accepted your deposit and the monies are reflecting into our account the holiday price will not change and is guaranteed.

10. PAYMENT

- 10.1 A deposit of 20% of the accommodation plus 100% of the airfare cost including all respective taxes and fuel levies (which are at all times subject to fluctuation) shall be paid in accordance with clause 9.1 above. Deposits are non-refundable and nontransferable. The balance of the Holiday Price must be paid to Club Med at least 45 days before the traveler's scheduled date of departure.
- 10.2 In the event that your booking is made less than 45 days before the traveller's scheduled date of departure, the full holiday cost and any membership fees must be paid to Club Med at the time of your booking.
- 10.3 Please note that the monies that are being paid to Club Med have to reflect in our account in order for the confirmed price to be guaranteed.

11. CANCELLATIONS

Any cancellation of a booking requested (including if a traveller has tested positive to an infectious/contagious disease prior to departure), MUST BE IN WRITING and shall be dealt with as follows:

- 11.1 The following cancellation charges apply:
 - 11.1.1 45 days or more before scheduled departure, cancellations will result in the loss of deposit of 20% of the Club Med stay plus 100% of the airline cancellation fees excluding all airport taxes.
 - 11.1.2 44 to 21 days before scheduled departure, 25% of package price plus 100% of the airline cancellation fees excluding airport taxes.
 - 11.1.3 20 to 8 days before scheduled departure 50% of package price plus 100% of the airline cancellation fees excluding airport taxes.
 - 11.1.4 7 or less days before scheduled departure 100% of package price plus 100% of the airline cancellation fees excluding airport taxes. In the event of a cancellation due to force majeure, please refer to Section 19.

MODIFICATIONS

Any modification of a booking, requested by You MUST BE IN WRITING and shall be dealt with as follows:

- 11.2 The following modification fees are actual fees charged by the airline:
 - 11.2.1 45 days or more before scheduled departure, amendments will be processed at an administration fee of R500-00 (incl. VAT) per traveller and any charges imposed by the airline for such

- 11.2.2 changes.
44 to 21 days before scheduled date of departure, amendments will be processed at 25% of the Holiday Price plus the airline change fee.
- 11.2.3 20 to 8 days before scheduled date of departure, amendments will be processed at 50% of the Holiday Price plus the airline change fee.
- 11.2.4 7 days before scheduled date of departure, amendments will be processed at 100% of Holiday Price plus the airline change fee.
- 11.3 Any modification to a confirmed booking are subject to Resort and airline availability. Applicable pricing for new dates will apply. Reinstatement of discounts and/ or promotions secured on previous bookings shall be subject to availability and eligibility.
- 11.4 Once a client has departed all changes are to be handled at resort level by the client directly with the resort.
- 11.5 In the event of a date modification, a price difference may be applicable based on your new holiday dates.

12. NAME CHANGES

At the time of booking, You must provide Club Med with the full names as they appear on Your/ Your traveller's passport. Please note the airlines Club Med utilises do not permit name changes for any reason. Such changes are likely to result in You being charged the full cost of the flight and will be subject to space being available for a new reservation.

13. SAFETY & SECURITY

- 13.1 You shall be responsible for ensuring that You/You advise Your travellers that they, are obliged to:
 - 13.1.1 Respect and comply with all directions issued by Club Med's staff, Service Providers or representatives, including those relating to safety and security.
 - 13.1.2 Conduct themselves in a way, which is in accordance with the code of conduct of any Resort and/or in a manner, which is not contrary to public order or to accepted standards of behaviour.
- 13.2 Club Med reserves the right to take any action it requires necessary, including to expel any traveller from a Village and claim damages for any loss suffered by Club Med, for failure of the traveller/s to behave as set out in clause 13.1 above.
- 13.3 You acknowledge and accept, and will ensure that all travellers acknowledge and accept that:
 - 13.3.1 It is the traveller/s duty to familiarize himself/herself with the inherent dangers of the proposed travel and any mental and/or physical levels of health required for the proposed travel arrangements.
 - 13.3.2 Club Med reserves the right not to serve alcohol to any traveller if it considers that it is in the best interests of Club Med, other guests and or the traveller concerned.
 - 13.3.3 The services and activities booked need not be provided by a Service Provider if they cannot be provided without breaching any relevant law;
 - 13.3.4 Participation in any activities and/or uses of the facilities provided by a Service Provider or the Village are at the

- traveller's own risk and the traveller absolves the Service Provider and the Resort from any and all liability in contract, or in tort for any loss from any cause whatsoever (including negligence) arising from such participation and/or uses;
- 13.3.5 Acknowledge and assume those extra risks encountered by using facilities and/or participating in activities that intrinsically involve the possibility or risks greater than those encountered in daily life;
- 13.3.6 That Club Med acts merely as intermediary for the purposes of securing bookings on your behalf with the Service Providers when booking, inter alia, activities, transport and transfers on your behalf and accordingly accepts no liability in contract or in tort for any loss caused by any activity mentioned in this clause whatsoever; and
- 13.3.7 That the services provided by a Service Provider will be governed by the laws of the place where those services are provided and any legal action concerning those services or any claim concerning any loss arising in respect of those services will be dealt with in the courts of that place against the Service Provider and Club Med shall have no involvement or incur any liability in that regard.

14. LIABILITY

- 14.1 This clause 14 will only apply in circumstances where Club Med is not in breach of its duties in terms of this Agreement or the Consumer Protection Act if applicable; and;
- 14.2 Will not apply to gross negligence or willful misconduct on the part of Club Med, its representatives or any person for whose actions Club Med is legally liable.
- 14.3 The proposed travel arrangements are made on the express condition that Club Med, its employees and agents, acting as intermediaries for the purposes of booking Your travel arrangements, shall not be responsible for, and shall be exempt from, all liability in respect of loss, damage, accident, injury, illness, harm, trauma, death, delay or inconvenience to You (which shall be deemed to include Your heirs, executors, administrators or assigns), Your luggage, or other property, wherever, whenever and however the same may occur. You indemnify and hold harmless Club Med, its employees and agents accordingly. Club Med, its employees and agents shall furthermore not be liable for any indirect and/or consequential loss or damages whatsoever.
- 14.4 Disclaimers and Limitation of Liability
 - 14.4.1 To the fullest extent permissible by law, Club Med disclaims all warranties of any kind, whether express or implied in respect of the Services and You utilise the Services at your own risk.
 - 14.4.2 You agree that Club Med is unable to, and is not required to guarantee a particular experience/result at your destination.
 - 14.4.3 Club Med's liability to You pursuant to the provisions of this Agreement shall furthermore be limited to the total amount of the fees charged and paid by You in respect of the Services that gave rise to any such liability.

15. INDEMNITY

- 15.1 You hereby defend and indemnify Club Med and Club Med's associates, respective suppliers and any of their officers, directors, employees and agents from any loss, damage, liability, claim, expenses, causes of action, demands, recoveries, fines, penalties or other costs or expenses of any kind or nature including, but not limited to, reasonable legal and accounting fees, which may arise as a result, and/or brought by third parties as a result of:
- 15.1.1 Your breach of this Agreement and notices or the documents referenced herein;
 - 15.1.2 Your violation of any law or the rights of any third party;
 - 15.1.3 Unlawful conduct, wilful misconduct and/or gross negligence by You and/or the traveller or a party for whose actions You are legally liable for.
- 15.2 You indemnify and shall keep Club Med indemnified against any claim from any traveller in connection with any information supplied to the traveller on Club Med's behalf which is incorrect (Misinformation) and against any and all costs, expenses and damages which Club Med may incur or become liable for as a result of such Misinformation.
- 15.3 Club Med shall give You prompt notice in writing of any claim being made or action threatened or brought against Club Med and will permit You, at Your own expense, to conduct any litigation that may ensue and all negotiations for a settlement of the claim.

16. UNSCHEDULED EXTENSIONS

In the unlikely event of there being an unscheduled extension to the final itinerary caused by flight re-scheduling, flight delays, bad weather, strikes or any other cause which is beyond the control of Club Med, its agents or assigns, it is understood that expenses relating to these unscheduled extensions (hotel accommodation etc.) will be for Your/Your traveller's account.

17. ITINERARY VARIATIONS AND TRANSFERS

- 17.1 While every effort is made to keep to the final itinerary, Club Med reserves the right to make changes intended for Your convenience e.g. in some cases, weather conditions can necessitate an alteration in the itinerary and this does not constitute any reason for a refund. It is Your duty to check each amendment to the itinerary.
- 17.2 Although no changes are anticipated, Club Med reserves the right to withdraw, alter or modify published tours, itineraries, facilities and activities at any time at Club Med's discretion without notice and without liability for any loss. You will be advised of such changes and you should ask if there are any amendments of which you should be aware of prior to departure.

18. PASSPORTS, VACCINATIONS, VISAS ANDRE-ENTRY PERMITS

- 18.1 It is Your responsibility to ensure that You/Your travellers obtain and pay for all necessary documentation, visas and vaccinations required for the travel destination. Club Med will not be held liable or responsible in any way whatsoever for Your failure or the failure of a traveller to secure same.
- 18.2 You must ensure that the traveller/s comply with

the countries' medical and vaccination requirements, which he/she plans to visit, and that any vaccinations, inoculations, prophylactic (e.g. for malaria) and the like, where required, have been obtained.

- 18.3 It is the entire responsibility to ensure that all passports and visas are current, valid, obtained on time, and will be valid for six months after return by the traveller/s to their home country. You are strongly advised to check the relevant requirements with Club Med before travelling. The Club Med agent will endeavour to assist You but such assistance will be at Club Med's discretion and You acknowledge that in doing so, Club Med is not assuming any obligation or liability and You indemnify Club Med against any consequences of non-compliance.
- 18.4 **STAY OUTSIDE A CLUB MED VILLAGE**
In some cases, Club Med arranges packages that combine a stay at a Club Med Village with tours operated by other operators, or with an overnight stay at non- Club Med hotels. During those outside tours or overnight stays (unless otherwise specified in the itinerary), only the twin share hotel room, breakfast and transfers are included in the price.

19. FORCE MAJEURE

- 19.1 If Club Med is prevented or restricted directly or indirectly from carrying out all or any of its obligations under this Agreement by reason of strike, lock-out, fire, explosion, floods, riot, war, accident, act of God, embargo, legislation, shortage of or a breakdown in transportation facilities, adverse weather conditions, closure of ports or airports, air traffic control delays, technical problems, civil commotion, unrest or disturbances, cessation of labour, government interference or control, or any other cause or contingency beyond the control of Club Med, Club Med shall be relieved of its obligations hereunder during the period that such event and its consequences continue but only to the extent so prevented and shall not be liable for any delay or failure in the performance of any obligations hereunder or loss or damages either direct, general, special or consequential which You may suffer due to or resulting from such delay or failure. Club Med shall forthwith provide written notice of any such inability to perform.
- 19.2 Club Med shall, upon termination of the force majeure event, forthwith give written notice thereof to You. Should such force majeure continue for a period of more than 90 days then You shall be entitled forthwith to cancel this Agreement in respect of any obligations still to be performed hereunder.
- 19.3 In the event of an infectious/contagious disease related force majeure event (quarantined resort or city, ban issued by a country), preventing or prohibiting the customer from travelling at the time of departure to the destination and/ or resort:
- 19.3.1 Club Med shall refund the land portion of the package (airline T&C's apply for the air portion).
 - 19.4 Please allow a delay of up to 90 days to process the refund payment of the land portion. The customer must notify Club Med in writing of their intention to cancel the booking stating that they understand that the Airline T&C's are still applicable for the remaining Air portion. Club Med cannot be held liable for Airline T&C's.

20. COMPLAINTS AND ARBITRATION

- 20.1 You are obliged to/it is Your responsibility to advise Your travellers to, lodge a complaint which arises during the holiday, by reporting such complaint to Club Med's management at the Village who will endeavour to rectify the problem on site. If the problem is not resolved during the Your/Your traveller's stay, then You/Your traveller must obtain/prepare a written report and submit it to Club Med for consideration within 28 days of completion of Your/Your traveller's stay.
- 20.2 You are hereby made aware of/ and shall advise Your travellers that no refund or credit will be given for unused days resulting from non-use of transfers, meals or other services, or from late arrival at the Village and/ or premature departure from Village, except if such withdrawal is at the express request of the Village operator and is for reasons other than the bad behaviour of, or breach of this Agreement or the Village rules by You/ Yourtraveller/s.

21. AIRLINES AND OTHERCARRIERS

Airlines and or other carriers do not, by endorsing Club Med holidays, represent themselves as having an agreement or any other relationship with You or Your traveller/s. The passenger ticket in use by a carrier providing transport, when issued, shall constitute the sole agreement between the traveller and the carrier for that transportation.

22. GOVERNING LAW

This Agreement shall be governed and interpreted in accordance with the laws of the Republic of South Africa.

23. ARBITRATION

Any disputes arising from or in connection with this Agreement shall be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator or arbitrators appointed by the Foundation.

24. DOMICILIUM AND NOTICES

- 24.1 The Parties choose domicilium citandi et executandi ("domicilium") for the purposes of the giving of any legal notice or the serving of any process, as follows:
- 24.1.1 Club Med – Offices 212-214 Design Quarter, corner William Nicol and Leslie road, Fourways, 2128, Gauteng.
- 24.1.2 You – Your physical address as advised by Yourself at the time of reservation/Your registered head office or the place of business, where applicable.
- 24.2 Each of the parties shall be entitled from time to time, by written notice to the other, to vary its domicilium to any other address which is not a post office box or poste restante.
- 24.3 Any notice given by either party to the other ("the Addressee") which:
- 24.2.1 Is delivered by hand during the normal business hours of the Addressee at the Addressee's domicilium for the time being shall be presumed, until the contrary is proved by the Addressee, to have been received by the Addressee at the time of delivery;
- 24.2.2 Is posted by prepaid registered post to the Addressee at the Addressee's domicilium for the time being shall be presumed, until the contrary is proved by

the Addressee, to have been received by the Addressee on the fourth (4th) day after the date of posting.

25. GENERAL

- 25.1 Subject to clause
- 25.1.1 Below this Agreement, read together with Club Med's Booking Conditions in its brochure or website, and the invoices, will constitute the sole agreement between the parties and shall supersede all other agreements and/or representations whether written, oral and/or implied between the parties.
- 25.2 Neither party shall be bound by any express or implied term, representation, promise, warranty or the like not recorded herein.
- 25.3 No addition to, variation, or agreed cancellation of this Agreement, including this clause, shall be of any force or effect unless in writing and signed by or on behalf of the parties. For purposes hereof "in writing" shall exclude any written document that is in the form, either wholly or Partly, of a data message as defined in the Electronic Communications and Transactions Act 25 of 2002, and "signed" shall mean a signature executed by hand with a pen and without any electronic process or intervention.
- 25.4 No indulgence which either party ("the grantor") may grant to the other ("the grantee") shall constitute a waiver of any of the rights of the grantor, who shall not thereby be precluded from exercising any rights against the grantee which may have arisen in the past or which might arise in the future.
- 25.5 Nothing in this Agreement shall constitute a partnership, joint venture, agency or employment between the parties hereto, and neither party shall have the authority or power to bind, or agreement in the name of, or to create a liability against, the other in any way for any purpose.
- 25.6 Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity, enforceability or legality of any other of its provisions.

26. DIRECT MARKETING: CONSUMER'S RIGHTS TO WITHDRAW FROM THE AGREEMENT

- 26.1 If this Agreement is concluded as a result of direct marketing, a Consumer has the right to terminate this Agreement by written notice to be delivered to Club Med, within five (5) days after the last party to sign this Agreement has signed this Agreement (being conclusion of the Agreement).
- 26.2 The five (5) day period mentioned in clause 27.1 is calculated with the exclusion of the date of conclusion of this Agreement and of any Saturday, Sunday or public holiday. This notice will have no effect unless it:
- 26.2.1 Is signed by the Consumer or his representative on his written authority;
- 26.2.2 Refers to this Agreement as the agreement that is being revoked or terminated, as the case may be; and
- 26.2.3 Is unconditional.

27. CONSUMER'S RIGHT TO CANCEL ADVANCE BOOKINGS

- 27.1 A Consumer has the right to cancel an advance reservation in accordance with clause 17 of the Consumer Protection Act, and Club Med shall have the right to charge a reasonable cancellation fee for such cancellation, having regard to: The nature of the services that were reserved or booked;
- 27.1.1 The length of notice of cancellation;
- 27.1.2 The reasonable potential to find an alternative traveller between the time of receiving the cancellation notice and the time of the cancelled reservation; and
- 27.1.3 The general practice of the travel industry.
- 27.2 Club Med shall not be liable for any charges levied by airlines and other Service Providers in respect of cancellations by the Consumer. Club Med will liaise with the airlines and Service Providers on the Consumer's behalf in order to facilitate the resolution of any dispute in relation to the cancellation charges in respect of cancellations.

28. PERSONAL INFORMATION

Club Med may use the personal details You give to Club Med in relation to your membership for commercial communications regarding its products and services to our members exclusively. You have the right to refuse to accept any such communications and are welcome to inform Club Med that You do not wish to receive any and/or all commercial communications.

29. ACCEPTANCE BY YOU OF THIS AGREEMENT SHALL BE DEEMED TO HAVE TAKEN PLACE IN THE EVENT THAT YOU ENGAGE WITH CLUB MED FOR ANY OF ITS SERVICES. EVERY INSTANCE OF CLUB MED'S SUPPLY OF GOODS AND/OR SERVICES TO YOU SHALL BE SUBJECT TO THE ABOVE TERMS AND CONDITIONS.

Promotional Offers: Terms & Conditions

Winter (EU Summer) 2024 Season Opening Sale

PRE-REGISTRATION: These legal conditions for pre-registrations for the Winter 2024 season are valid for pre-registrations from 25/09/2023 to 13/10/2023.

A pre-registration does not constitute a reservation or offer within the meaning of Article 1114 of the Civil Code. During the pre-registration, Club Med will be able to provide you with an estimated price. The pre-registration must be converted into a reservation, if availability allows, during the opening of Winter 2024 reservations, between 17/10/2023* and 20/10/2023.

Pre-registrations do not guarantee the price or availability of your accommodation, your stay dates, any associated plane tickets, as well as places in Baby Club Med and Petit Club Med, or any other services provided by Club Med, if applicable.

* For Platinum customers or privileged files, the opening of reservations for Winter 2024 will take place on 16/10/2023.

SALE: This Winter 2024 Season Opening Sale is valid for bookings from 17/10/2023 to 20/10/2023 -

- for departures from Mountain Resorts and Chalet-Apartments between 04/05/2024 and 31/10/2024

- for departures from Sun Resorts and Villas between 04/05/2024 and 19/12/2024

- for departures on a Cruise by Club Med between 30/04/2024 and 08/10/2024

It is non-retroactive, cannot be combined with other offers proposed by Club Med® (unless otherwise indicated), is subject to availability and is subject to Club Med®'s general and special terms and conditions of sale, as indicated, where applicable, in the Prices and Erratum booklet in force at the time of booking. Offers with transport include return transport.

Details of discounts by room category/type of stay are given below.

During this booking period, if you find a more advantageous Club Med® discount offer on your Package (identical in all respects), Club Med® will reimburse you the price difference in the form of a credit note for a Package not yet booked. Credit valid for 12 months from the start date of the Package initially booked with the Winter 2024 Season Opening Sale.

Guarantee not applicable to Last Minute offers and special offers reserved for a targeted clientele.

See details of the guarantee on www.clubmed.fr.

DETAILS OF THE WINTER 2024 SEASON OPENING SALE.

1) Resorts, Villas, Chalet-Apartments and Cruises by Club Med

- Deluxe Room or Suite, Deluxe Cabin or Suite Cruises, Villas and Chalet-Apartments :

20% discount per person from 6 years old on Club Med Packages and from 8 years old on Club Med 2 & Cefalu (children under 8 not accepted).

Discount applicable only to the stay part of the Package (price excluding transport), for stays of 3 nights or more.

Exception: For the Cap Skirring and Columbus Isle Resorts, the discount applies to the Package with transport.

Maximum discount of €900/person, whatever the length of stay.

- Standard or Superior room, Cruise in Superior cabin:

15% discount per person from 6 years of age on Club Med Packages and from 8 years of age on Club Med 2 and Cefalu (children under 8 not eligible).

Discount applicable only to the stay part of the Package (price without transport), from 3 nights.

Exception: For the Cap Skirring and Columbus Isle Resorts, the discount applies to the Package with transport.

Maximum discount of €500/person, whatever the length of stay.

From 21 October 2023, the Winter 2024 Season Opening Sale offer will no longer be available.

FREE OFFER FOR CHILDREN: Conditions of the offer, if the child is, on the date of the stay (departure and return)

o under 6: free stay in all our Resorts (under 12 years old in Mauritius),

o 6-11 years: -50%, except for dates of stay between 27/07/2024 and 23/08/2024 when the reduction is -30%,

o 12-17 years: -20%, except for dates of stay between 27/07/2024 and 23/08/2024 when the reduction is equal to -10%.

Reductions (or free of charge) above already applied in the prices offered for sale and valid only on the stay part (excluding transport) of the adult Package, excluding services with supplement (Baby Club Med®, Petit Club Med®...), the child must share his/her room with at least one adult in Resort or Cruise by Club Med, registered on the same booking form for identical departure and return dates and places; subject to availability for the chosen room category.

The above age limits apply on the date of stay, as children are only permitted in Cefalu and on board Club Med 2 from the age of 8.

Rates may be combined with other offers and/or price reductions proposed by Club Med®.

Issue date: 31/07/2023

Black Friday 2023

Get up to 20% off per person on selected resorts when booking holidays between the 21 - 28 November 2023, with a departure between 18 November 2023 and the 5 May 2024.

Exclusive for Turquoise, Silver, Gold and Platinum Clients: They will be able to book Black Friday deals during a pre-sale between 14 November and 20 November - using the promo code [MEMBER]. They will still be able to book during the main sale between 21-28 November without the promo code.

Customers without Turquoise or above loyalty status will be able to take advantage of the Black Friday discount from the 21 - 28 November 2023.

The offer applies to the following resorts: Serre Chevalier, Arcs Extreme, Val Thorens, Alpe d'Huez, Arcs Panorama, Grand Massif Samoens, La Rosiere, La Plagne 2100, Pragelato, Peisey Vallandry, Saint Moritz, Tignes, Val d'Isere, Valmorel, Valmorel Chalets, Grand Massif Chalets, La Rosiere Exclusive Collection, Plantation d'Albion, Albion Villas, La Pointe aux Canoniers, Seychelles, Marrakech, Cap Skirring, Djerba, Cefalu, Da Balaia, Marbella, Palmiye, Palmiye Hotel, Opio, La Palmyre Atlantique, Club Med 2 cruise, Bali, Phuket, Cherating Beach, Bintan Island, Kabira, Kani, Finohlu, Tomamu, Hokkaido Sahoro, Kiroro Peak, Kiroro Grand, Guilin, Beidahu, Changbaishan, Yabuli, La Caravelle, Les Boucanniers, Cancun, Punta Cana, Miches, Ixtapa, Quebec, Columbus Isle.

This discount is only valid for:

Guests 4 years and above on ski resorts.

Guests 12 years and above at our Mauritian resorts.

Guests 6 years and above on other sun resorts.

Guests 8 years and above for CM2 and Cefalu.

Valid only for new bookings, minimum of 3 nights and maximum of 21 nights.

Depending on the resort, the level of discount may differ, as well as opening and closing times. This offer cannot be combined with other offers and discounts.

The discount is only applicable on the land part of the stay, when booking a holiday with flights the discount will not apply on the price of the flights. The exceptions to this rule are Cap Skirring and Columbus Isle, where the promotion is calculated on the package (flight + land) and then applied on the land portion.

The full saving and price will be provided at the time of booking.

PLEASE NOTE:

There is no cash alternative.

Offer does not apply to any additional costs such as children's clubs for under 4 years old or baby-sitting, membership fees, taxes, excursions, special courses, spa packages, premium drinks, meals at extra cost at some of the Specialty Restaurants and private sports tuition.

Once your booking is confirmed, should you wish to change Resort and/or departure or return date, you will forfeit the reduction of the offer, unless you change to another holiday available under the same offer, in which case the reduction will be applied to the new holiday when it is confirmed by Club Med, if the conditions of the offer are applicable.

Should you wish to transfer a booking made under this offer to a suitable third party,

the reduction attached to this offer, which was applied at the time you originally booked your holiday, is not transferable to the third party.

The reduction will only be applied from the date the transfer is confirmed by Club Med if the conditions of the offer are applicable.

2024/2025 Season Opening Sale

This 2024/2025 Season Opening Sale is valid for bookings from November 2024 to April 2025

Get up to 20% off Premium rooms (including Deluxe rooms, Suites, Villas and Chalets) and 15% off superior rooms at selected resorts when booking your 24/25 Season Opening Sale holidays between the 30 Jan 2024 - 2 Feb 2024, with a departure date between 3 Nov 2024 and 30 April 2025.

The sale will begin one day early for Platinum customers, on the 29 Jan 2024. This discount is only valid for guests aged 6 years and above when booking a Sun resort and over 4 years when booking a ski resort.

This offer is valid for a minimum stay of 3 days to a maximum of 31 days. This cheapest price guarantee is only available on the land part of the package. This excludes discounts as part of our Flash Sales and Last-Minute Offers. The full saving and price will be provided at the time of booking.

The maximum discount granted is a 20% discount off selected Premium rooms (Deluxe rooms, Suites, Villas and Chalets). The maximum saving per person is as follows: - Premium rooms: 20% Off - Standard rooms: 15% Off

Resorts included in the sale are:

Alpe d'Huez, Arcs Panorama, La Plagne 2100, Peisey Vallandry, Tignes, Val d'Isere, Val Thorens, Les Boucaniers, Albion Villas, La Plantation d'Albion, La Pointe aux Canoniers, Seychelles, Miche Playa Esmeralda, Punta Cana, Cancun

PLEASE NOTE: There is no cash alternative. The Early Booking Bonus does not apply to any additional costs such as children's clubs for under 4 years old or baby-sitting, membership fees, taxes, excursions, special courses, spa packages, premium drinks, meals at extra cost at some of the Specialty Restaurants, and private sports tuition. Once your booking under the Early Booking Bonus has been confirmed, your booking will be subject to the General Booking Conditions with the exception of clauses 3.1 ('modification of holidays') and 3.2 ('Name or date of birth changes before travel') which for the purpose of this offer are amended as follows:

Once your booking under the Early Bird Offer is confirmed, should you wish to change Resort and/or departure or return date, you will forfeit the reduction of the offer, unless you change to another holiday available under the same offer, in which case the reduction will be applied to the new holiday when it is confirmed by Club Med, if the conditions of the offer are applicable. Should you wish to transfer a booking made under this offer to a suitable third party, the reduction attached to this offer, which was applied at the time you originally booked your holiday, is not transferable to the third party. The reduction will only be applied from the date the transfer is confirmed by Club Med if the conditions of the offer are applicable.

Kids Stay Free: Kids stay free is available to children aged 0 to 3 years old at Snow resorts and children aged 0 to 5 years old at Sun resorts. Children aged 4 to 11 years old are eligible to receive 20% off at Snow resorts. At Sun resorts, children aged 6 to 11 years old are eligible to receive 50% off, and children aged 12 to 17 years old are eligible to receive 20% off. Free stays are only applicable on the accommodation part of the package (with or without transport). Children's pricing is only valid when sharing a room with a minimum of two adults. Kids club services under 4 years old will incur a cost.

A deposit of R3000* per person plus the total cost the flight is applicable as below:

Balance of deposit equaling 20% to be paid 180 days before departure and remainder of balance to be paid 45 days before departure. The deposit doesn't include Club Med Membership fees & ATOL fees which are due at the time of booking. The balance of the price of your holiday must be paid at least 90 days before your departure date. If you book your holiday within 90 days of departure, we must receive payment of the full cost of your holiday, plus Club Med Membership fees.

Should you have a voucher available from our snow guarantee, the voucher needs to be used within 3 months of receiving the voucher. Example: if you received a voucher for a ski holiday in December 2024, the voucher needs to be used by March 2025; For a voucher issued in April 2025 must be used by July 2025.

Issue date: 30/01/2024

Club Med Days 2024

Offer valid for any reservation made from:

08/02/2024 – 27/02/2024 for a stay between 02/03/2024 – 03/11/2024.

Last night, Saturday 02/11/2024

Last departure date, Thursday 31/10/2024

Within a selection of Resorts, Tours, Cruises and dates among the following products:

Resorts Asia & Indian Ocean*, Caribbean & American Coasts, Africa, Europe & Mediterranean Coasts & Villas

Resorts France

Top Resorts and Apartments-Chalets in Europe

Cruises by Club Med

During this period, benefit from a maximum reduction of up to -15% (up to

-R14000* off per person) on the price of your stay (excluding transport**, annual contribution, services with supplement, possible taxes and stopover costs). Offer valid from 4 years for Snow Destination Resorts, 6 years for Sun Destinations Resorts, 8 years for Cruises by Club Med and Cefalù.

See details of reductions by date and room categories as well as eligible dates on clubmed.co.za or approved agencies. Full list available on the promotion page on the site.

Conditions of eligibility:

1. Length of stay

Minimum length of stay of 3 nights and maximum of 28 nights, except Cruises (CM2)***.

2. Quotes

Offer limited to 15 beneficiaries per destination (5 for Villas and Chalets), per start date of stay concerned by the offer, all departure cities and all booking countries combined.

3. Accumulation

Non-retroactive offer, cannot be combined unless specifically mentioned in the cumulative offer. All reservations remain subject to the Club Med® General and Special Conditions of Sale.

Issue Date: 06/02/2024

2024/2025 Season Opening Sale (March)

This 2024/2025 Season Opening Sale is valid for bookings from November 2024 to April 2025

Offer valid for any reservation made from: 03/26/24 to 03/29/24

For a stay made:

between 02/11/2024 and 03/05/2025 for Mountain Resorts and Apartment-Chalets

between 02/11/2024 and 31/05/2025 for Soleil Resorts and Villas

between 07/11/2024 and 01/11/2025 for Cruises by Club Med.

Get up to 20% off Premium rooms (including Deluxe rooms, Suites, Villas and Chalets) and 15% off superior rooms at selected resorts when booking your 24/25 Season Opening Sale holidays between the 26 – 29 March 2024, with a departure date between 3 Nov 2024 and 30 April 2025.

The sale will begin one day early for Platinum customers, on the 25th of March 2024. This discount is only valid for guests aged 6 years and above when booking a Sun resort and over 4 years when booking a ski resort.

This offer is valid for a minimum stay of 3 days to a maximum of 31 days. This cheapest price guarantee is only available on the land part of the package. This excludes discounts as part of our Flash Sales and Last-Minute Offers. The full saving and price will be provided at the time of booking.

The maximum discount granted is a 20% discount off selected Premium rooms (Deluxe rooms, Suites, Villas and Chalets). The maximum saving per person is as follows: - Premium rooms: 20% Off - Standard rooms: 15% Off

Resorts included in the sale are (March 2024):

Grand Massif, Grand Massif Chalets, La Rosiere, Serre-Chevalier, Valmorel, Valmorel Chalets, Pradelato Sestriere, Saint-Moritz Roi Soleil, La Palmyre Atlantique, Opio en Provence, Cefalu, Da Balaia, Cap Skirring, Palmiye Bungalow, Palmiye Hotel, Bali, Bintan Island, Hokkaido Sahoro, Kiroro Peak, Tomamu, Cherating, Finolhu, Kani, Phuket, Beidahu, Changbaishan, Guilin, Lijang, Quebec Charlevoix, Ixtapa Pacific, Turkoise, Lake Paradise, Rio das Pedras, Trancoso.

PLEASE NOTE: There is no cash alternative. The Early Booking Bonus does not apply to any additional costs such as children's clubs for under 4 years old or baby-sitting, membership fees, taxes, excursions, special courses, spa packages, premium drinks, meals at extra cost at some of the Specialty Restaurants, and private sports tuition. Once your booking under the Early Booking Bonus has been confirmed, your booking will be subject to the General Booking Conditions with the exception of clauses 3.1 ('modification of holidays') and 3.2 ('Name or date of birth changes before travel') which for the purpose of this offer are amended as follows:

Once your booking under the Early Bird Offer is confirmed, should you wish to change Resort and/or departure or return date, you will forfeit the reduction of the offer, unless you change to another holiday available under the same offer, in which case the reduction will be applied to the new holiday when it is confirmed by Club Med, if the conditions of the offer are applicable. Should you wish to transfer a booking made under this offer to a suitable third party, the reduction attached to this offer, which was applied at the time you originally booked your holiday, is not transferable to the third party. The reduction will only be applied from the date the transfer is confirmed by Club Med if the conditions of the offer are applicable.

Kids Stay Free: Kids stay free is available to children aged 0 to 3 years old at Snow resorts and children aged 0 to 5 years old at Sun resorts. Children aged 4 to 11 years old are eligible to receive 20% off at Snow resorts. At Sun resorts, children aged

6 to 11 years old are eligible to receive 50% off, and children aged 12 to 17 years old are eligible to receive 20% off. Free stays are only applicable on the accommodation part of the package (with or without transport). Children's pricing is only valid when sharing a room with a minimum of two adults. Kids club services under 4 years old will incur a cost.

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Balance of deposit equaling 20% to be paid 180 days before departure and remainder of balance to be paid 45 days before departure. The deposit doesn't include Club Med Membership fees & ATOL fees which are due at the time of booking. The balance of the price of your holiday must be paid at least 90 days before your departure date. If you book your holiday within 90 days of departure, we must receive payment of the full cost of your holiday, plus Club Med Membership fees. Should you have a voucher available from our snow guarantee, the voucher needs to be used within 3 months of receiving the voucher. Example: if you received a voucher for a ski holiday in December 2024, the voucher needs to be used by March 2025; For a voucher issued in April 2025 must be used by July 2025.

Issue date: 04/03/2024