

Pre-Contractual Information

Issue of 14 October 2024: These standard Information documents are supplemented by the General Terms and Conditions of Sale, the Specific Terms and Conditions of Sale for Cruises, and the Specific Terms and Conditions of Sale for Club Med® Circuits Découverte. All these documents form the General Terms and Conditions of Club Med® (hereinafter together: the '**General Terms and Conditions**'), form an integral part of the travel contract (hereinafter: the '**Contract**') completed between you and Club Med (Switzerland) SA (hereinafter: '**Club Med**®'), and are applicable to any booking made by individuals from this date, until new issue. Your rights and obligations, as well as those of Club Med®, arise from the Contract, the General Terms and Conditions, and the applicable legal provisions.

Standard Information

The combination of travel services offered to you constitutes a package holiday under the Swiss Federal Act on Package Travel of 18 June 1993 (LVF; RS 944.3). Therefore, the LVF applies to all Club Med® all-inclusive stays.

As a result, you will benefit from all the rights granted under Swiss law applicable to package holidays as set out by the LVF.

The LVF establishes, in particular, the following legal provisions:

- The organiser or retailer who publishes a brochure is bound by the information it contains; these details may only be changed (a) by a subsequent agreement between the parties to the contract; (b) if the brochure explicitly states this possibility and the changes are clearly communicated to the consumer before the contract is entered into (art. 3 LVF).
- The organiser or retailer must provide the consumer with all the terms of the contract in writing before it is entered into (art. 4 para. 1 LVF).
- The terms of the contract may be provided to the consumer in another appropriate form; in such cases, they must be confirmed to the consumer in writing before the contract is entered into. A written confirmation is not required if it would prevent the completion of a booking or contract (art. 4 para. 2 LVF).
- The organiser or retailer must provide the consumer, in writing or in any other appropriate form, in a timely manner before the departure date, with the following information: (a) the schedules and locations of stopovers and connections; (b) the indication of the seat to be occupied by the traveller; (c) the name, address, and telephone number of the local representative of the organiser or retailer or, if unavailable, those of local entities likely to assist the consumer in case of difficulties; if such entities do not exist, the consumer must, in any case, be provided with an emergency contact number or other information enabling them to contact the organiser or retailer; (d) for trips and stays of minors abroad, the information required to establish direct contact with the minor or the local person responsible for their stay; (e) the possibility of taking out insurance covering cancellation costs by the consumer or repatriation costs in the event of an accident or illness (art. 5 LVF).
- An increase in the price set by the contract is only permitted under the following conditions: (a) the calculation expressly provides for this possibility and specifies the exact method for calculating the new price; (b) the increase occurs at least three weeks before the departure date; (c) this increase is the result of a rise in transportation costs, including the price of fuel, an increase in charges and taxes related to certain services, such as landing, disembarkation, or boarding taxes in ports and airports, or a change in exchange rates applicable to the package holiday (art. 7 LVF).
- The organiser or retailer party to the contract is responsible to the consumer for the proper performance of the contract, regardless of whether the services owed are to be provided by the organiser themselves or by other service providers (art. 14 para. 1 LVF).
- If the consumer is unable to undertake the package holiday, they may transfer their booking, after informing the organiser or retailer within a reasonable period before the departure date, to a person who meets all the conditions required for the package holiday (art. 17 para. 1 LVF).

In the case of a sale by a retailer (an authorised or franchised agency), their contact details as well as those of the organisation with which they have taken out insolvency protection (financial guarantee) shall be provided to you on the Contract.

Any failure in the performance of the Contract observed on-site by the consumer must be reported as soon as possible, in writing or in any other appropriate form, to the relevant service provider as well as to the organiser or retailer (art. 12 para. 1 LVF).

General Terms and Conditions of Sale

Issue of 14 October 14 2024. Valid for any booking made from this date until a new issue is published, with the issue date as the reference. In the event of an update, the new General Terms and Conditions of Sale shall be available in physical points of sale (in Agencies) and on the website www.clubmed.ch (hereinafter: the 'Website'). These General Terms and Conditions of Sale (hereinafter: the 'General Terms and Conditions of Sale') cancel and replace, as of this same date, any previous version. The conditions governing the organisation and sale of travel or package holidays are subject to the LVF.

PREAMBLE

These General Terms and Conditions of Sale govern the sale of services listed in the commercial materials published by Club Med® (hereinafter the '**Club Med® Brochures**') or appearing on the Website. They define the terms of purchase of travel services in physical points of sale (Agencies, etc.), online, and by telephone. They are supplemented or specifically modified, where applicable, by specific terms and conditions of sale (hereinafter: the '**Specific Terms and Conditions**'), notably those for Club Med® Cruises, Club Med® Circuits Découverte, etc.

The content of the Website, the Club Med® Brochures, and these General Terms and Conditions of Sale are intended to inform Club Med® customers (hereinafter: '**G.M®**' or '**Great Member(s)®**'), before entering into their Contract about the services offered, in relation to transport and their stay (including accommodation, leisure activities, and sports), the conditions for cancellation and amendment of the Contract, as well as the requirements for crossing borders. **Registration for a package offered by Club Med® (hereinafter: a 'Package') implies acceptance of the General Terms and Conditions of Sale available on the Website and, upon request, in Agencies (with the latest issue date at the time of booking).** The characteristics, General Terms and Conditions of Sale, programme, quote, and the proposal from Club Med® become binding on the G.M® upon the acceptance of the Contract.

By validating their booking, the G.M® expressly acknowledges having previously read these General Terms and Conditions of Sale and the applicable Specific Terms, where relevant, which are downloadable or printable via a dedicated link on the Website, and available—upon request—in Agencies, as well as the service descriptions available in Agencies, on the Website, or in the Club Med® Brochures.

For more information on prices, payment methods, or services offered by Club Med® (including the availability dates of additional services, which may only be offered on certain dates and/or depending on the season (Summer or Winter)), please refer to the information on the Website.

Club Med® expressly reserves the right to make changes to the information in its **Club Med® Brochures** (including prices, the content of transport and accommodation services, accommodation conditions, promotional offers, à la carte/extra-charge activities, opening and closing dates of Resorts, Villas, and Chalet Apartments, etc.).

BEFORE YOUR DEPARTURE

1. Your Club Med® Package

Club Med® offers its G.M®s various Packages, including stays in Resorts, Villas, or Chalet Apartments (combined or not with an excursion or another Resort), Cruises aboard the Club Med 2 yacht, tours, etc. These Packages may be offered with or without transport; in the latter case, the stays are referred to as 'Resort/Resort stays'.

The Packages include, for the chosen duration of the stay (noting that the duration of a Package with transport includes transport and transfer time):

(I) Full board (breakfast, dinner, drinks, including at the bar) excluding à la carte/paid options indicated as such on-site; (II) Sports activities included in the basic Package (refer to the Website); (III) Ski lift passes (during winter in all Winter Sports Resorts except for non-skier/non-hiker Packages); (IV) where available in the Resort, the Club Med Baby Welcome® (subject to prior registration at the time of booking, as places are limited), the Mini Club Med®, the Junior Club Med®, the Club Med Passworld®, the Teens Club Med®, and the Chill Pass Club Med®; (V) Daytime and evening entertainment.

The Villa and Chalet Apartment Packages include, in addition to the specific services detailed on the Website, the above-mentioned services, which are only available in the adjacent Resort.

Each of these Packages constitutes a unique and indivisible product, the content of which is detailed on the Website. All Packages are subject to availability.

Not included in the Package price are services and consumptions indicated as 'extra-charge,' 'à la carte,' or 'paid' in the Club Med® Brochures, on the Website, or on-site at the Resort.

Services that are extra-charge or à la carte are always considered optional and subject to availability. They may, where applicable, be subject to their own terms and conditions. Certain services (e.g., supervisory structures, sports activities, etc.) are only offered on specific dates (for example, only during French school holidays (excluding overseas territories) or, conversely, outside of school holiday periods). The exact dates for these services are available in Agencies or on the Website.

The G.M® has the option to book, at the same time as their Package with transport, an extra-charge service called 'Escapade Découverte', which consists of a getaway, before or after their stay in a Resort, Villa, or Chalet Apartment, from the selection offered by Club Med®. This 'customised' service can be booked in an Agency and includes accommodation in a 3, 4, or 5-star hotel (according

to local standards), breakfast, and private return airport-hotel transfers (with a welcome but without English-speaking assistance). In some cases beyond Club Med®'s control, the G.M® is informed that they may be accommodated in a hotel different from the one indicated on their Contract; in any event, the change will be to a hotel and accommodation of equivalent category at no additional cost. The G.M® will be notified immediately. The price of an 'Escapade Découverte' is included in the total amount of the Package price as defined in article 2.1 of these General Terms and Conditions of Sale. Club Med® draws the G.M®'s attention to the fact that adding an 'Escapade Découverte' after the booking of a Package may result in the application of penalties set out in article 4.1.1 of these General Terms and Conditions of Sale, particularly due to changes to the transport included in the Package. For this reason, it is strongly recommended to make a booking at the same time as the Package with transport.

In Winter Sports Resorts, G.M®s are required to comply with the general terms of use of the ski lift operator, which are displayed or provided on-site at the Resort and can also be viewed on the operator's website. In all Resorts, instructions and rules, particularly regarding hygiene and safety, whether displayed or directly given by staff, must be followed.

Failure to comply will result in the G.M® being unable to participate in activities (for example, in Winter Sports Resorts, wearing a helmet is mandatory for off-piste skiing, when this option is possible and offered by instructors during lessons; G.M®s who choose not to wear a helmet will not be allowed to participate in off-piste lessons and will not be entitled to any refund or compensation) or to benefit from the relevant services.

Special requests from the traveller:

Prior to booking, the traveller may submit a special request or express a particular need regarding their trip, stay, or transport (through a Club Med® Agency or by phone at 0840 841 842), such as for an adult or minor with a disability or reduced mobility, or suffering from a chronic illness requiring special attention on various levels, a child or infant, special meals, etc. Requests will be carefully considered on a case-by-case basis. They may be subject to additional information requests, accepted, or refused, particularly if it appears that the expressed needs are not compatible with the normal operation of the Resort (or the children's facility, if the request concerns care within it), especially in terms of safety. Some requests may incur additional costs, which will be communicated to the traveller, who must accept them before the request is confirmed. Special requests will only be considered accepted once they are recorded in the Contract.

Non-smoking areas: All indoor communal or private areas are non-smoking (this provision also applies to electronic cigarettes).

1.1. Your Package without transport

Club Med® offers Packages without transport of varying durations.

In the case of a Package without transport, arrival is between 4 pm and 8 pm, and departure is no later than 3 pm, with rooms to be vacated by 10 am (this schedule also applies to Packages with transport), unless otherwise specified by Club Med® before departure (please refer to the Sales Contract or the information sheet on the resort's descriptive page on the Website). The price of the Package without transport includes full board meals, from dinner on the 1st day to lunch on the last day. Transfers between the airport or train station and the Resort are the responsibility of the G.M®. If the G.M® arrives early, and depending on the Resort's availability, breakfast and/or lunch on the arrival day and/or accommodation at the Resort may be offered for an additional charge.

On certain dates, Club Med® may not be able to offer Packages without transport, while stays with transport are available. Likewise, for each type of stay, a quota of Resort places is reserved, notably based on the duration of the stay.

Club Med® may offer, within the framework of its sale of Packages without transport, an extra-charge transfer service. G.M®s travelling to a Resort as part of a Package without transport, who have booked a transfer through Club Med®, are advised to limit the number of their bags and to inform Club Med® in advance (by notifying the Resort's reception 48 hours before arrival) if they have particularly large items, such as golf bags, strollers, etc. (maximum dimensions of 32 kg and/or 350 cm (height + width + length)), in order to allocate the most suitable vehicle for the transfer. In any case, Club Med® reserves the right to impose and charge for an additional vehicle if the number of bags exceeds the capacity of the assigned vehicle based on the luggage information provided by the G.M®.

Whether the transfer is included in the Package (for Packages with transport) or ordered as part of an extra-charge transfer service, the G.M® must adhere to the schedules and meeting points indicated by Club Med®. These transfers are collective. Any request for a transfer by the G.M® outside of the times set by Club Med® will be treated as a private transfer, also at the G.M®'s expense. The G.M®, free to determine their transfer times, will be solely responsible in the event of delays resulting in missing the return journey.

1.2 Your Package with transport

1.2.1. Sustainable development: To know the carbon dioxide consumption rate for your journey before booking your Package, enter the relevant travel information on the desired Resort page on the Website and follow the instructions under the 'Customise your transport' section. You can also obtain this information by visiting the homepage of the Website in the 'Club Med® Happy to Care/Your journey: CO2 calculator' section.

The rule outlined in article 1.1 of these General Terms and Conditions of Sale regarding large baggage for transfers also applies to the Package with transport and, as such, does not include the transport of large items (maximum dimensions of 32 kg and/or 350 cm (height + width + length) and/or non-foldable and/or non-collapsible). In such cases, you should contact your Agency or Resort so that the transport of such items can be arranged at your expense.

1.2.2. Air transport

Air taxes (airport, insurance, security, carbon, solidarity), fuel surcharges, and/or stopover fees (including port taxes for Club Med 2 Cruises) are included in the prices communicated by Club Med® and correspond to the taxes in force on the day they are communicated. They are subject to change in accordance with applicable legislation (see article 4.2 of these General Terms and

Conditions of Sale). These various taxes sometimes appear in Club Med® Brochures under the term 'variable taxes'. Airport/Resort/Villa/Chalet Apartment transfers are included in the price, except where otherwise mentioned. Valid identification documents (passport or ID card, depending on the destination) must be presented by the G.M® for the airline to issue their boarding pass. Regulations require that a child under the age of 2 must share an adult's seat. However, a seat for the return flight will be allocated to a child celebrating their 2nd birthday during the stay, and pricing will be applied accordingly.

It is the responsibility of the G.M® to ensure that their documents are up to date and that the name on the documents matches the name provided to Club Med® (e.g., maiden name/married name).

Baggage weight is limited per person and varies according to the class and airline. The baggage allowance is specified by the airlines on their websites. Any excess baggage incurs charges payable by the G.M®, which must be settled with the airline at the airport.

The transport of special equipment (golf, diving, kitesurfing, skis, windsurfing, etc.) is subject to an additional charge, payable directly to the airline at check-in. The amount varies depending on the airline and destination. The G.M® must notify Club Med® of any need for the transport of special equipment at the time of booking, and no later than 72 hours before departure; this request remains subject to the airline's approval. Club Med® cannot be held responsible if the airline refuses to board the equipment, and it will not cover any related costs incurred as a result.

Flights indicated as 'direct' are those with or without a stopover, but without a change of aircraft.

Club Med® cannot be held liable in the event of no-shows at boarding and/or failure to check in at the departure point of air transport within the Package, and/or failure to arrive at the place of stay, caused by delays in pre-transport by air, rail, or road, whatever the reason, if said pre-transport is not included in the total price of the Package under the Contract. Pre-transport is the sole responsibility of the G.M® or the carrier with whom they have freely contracted.

Without prejudice to the above, if the G.M® fails to appear at the place of stay without informing Club Med® within 48 hours of the originally scheduled arrival date, this will result in the accommodation being released, which may be made available to another G.M® without entitlement to any refund or credit from Club Med®.

Club Med® flights are flights benefitting from prices specially negotiated by Club Med® (hereinafter: '**Club Med® Charter Flights**'). These Club Med® Charter Flights may take place during the day or night, with the first and last days of the trip dedicated to transport. Club Med® does not have control over the flight schedules and thus, it may not be held responsible for late departures and/or early returns on the first and/or last day, or for waiting times between stopovers. Arrivals in the late afternoon and departures in the early morning are possible, whether due to carrier-imposed schedules, weather conditions, or unforeseen events, especially during peak travel periods when increased rotations and safety requirements may cause delays.

Flexible flights are regular flights with fares based on availability and specific booking classes to which Club Med® has access (hereinafter: '**Flexible Flight**'). If there is no availability or if the G.M® wishes to depart outside the dates for which Club Med® can offer transport under the above conditions, or in other booking classes (e.g., Business Class) on the same flight or another flight, alternative seats at different financial terms may be offered.

Club Med® may offer additional special flight options on the same or an alternate date, with the understanding that an extra charge may apply, and the amount must be confirmed prior to booking. Standard flights are low-cost and/or regular flights that are issued upon booking (hereinafter: '**Standard Flight**'). In the event of cancellation or modification, regardless of the notice period, 100% of the flight cost will be charged.

Cancellation of a Package with transport and refund of certain boarding-related taxes: If the ticket is no longer valid and has not been used for transport, Club Med®, upon receiving a request from the G.M®, submitted via the contact details provided in Article 13 of these General Terms and Conditions of Sale, shall issue a refund for the airport taxes related solely to boarding, within thirty days of the request's receipt. The fuel surcharge is expressly excluded from the refund, which will always remain the responsibility of the G.M®. The amount of taxes eligible for a refund under the above conditions is indicated in the Contract as 'boarding-related taxes'. Fees incurred from the refund request may also be reimbursed upon request, based on current postal and telecommunication rates at the time of the request and limited to 20% of the tax amount. Exceptionally, refund requests made online will not be subject to any reimbursement of fees. For telephone requests, the refund can only be processed upon presentation of proof of expenses.

In good time before the start of the journey, Club Med® provides the G.M® with the necessary documents, as well as information on the scheduled departure time and, in the case of transport, the latest check-in time, as well as the scheduled times for stopovers, connections, and arrival.

Flight times (check-in, flight code) and names of the airlines are provided for information purposes in the Contract and are subject to change up to the day of departure. In the event of a change, particularly of the carrier, the G.M® is informed by any appropriate means by the contractual carrier or by Club Med® as soon as it becomes known and no later than at check-in or boarding for connecting flights. In the event of termination by the G.M® due to proven failure by Club Med® to inform the G.M® of the name of the airline, all sums paid by the G.M® shall be refunded without any deduction of compensation.

1.3. Your Accommodation

Accommodation in the Resorts (by Resort, this also includes the Club Med 2 yacht and the 'Escapade' Packages offered by Club Med® Circuits Découverte, involving a stay in a Resort) is based on a 'Unit-based' principle. The accommodation in Villa or Chalet Apartment is also considered as Unit-based accommodation. This means that the accommodation is shared with another G.M® registered on the same Contract and/or booking file.

Individuals registered alone on a Contract and/or booking file are accommodated in the Resort in a single room, which entails an additional charge, known as the 'single supplement'.

Based on the Unit-based accommodation principle, a child must either share a room with their parents and/or accompanying adult(s), or (only if the child is 12 years old or older) stay in a single room, which may result in the payment of a single supplement. It should be noted that the beds provided for children staying in their parents' room may be sofa beds (dimensions available upon request). Children under 3 years old are accommodated in their parents' and/or accompanying adult(s)' room in a baby cot (typically a travel cot), and it should be noted that a child under 3 does not count as an occupant. Thus, for example, a family of four, consisting of two adults and two children aged 10 and 2, will be accommodated in a triple room with a baby cot for the 2-year-old. Single persons travelling with a child under 3 years old are accommodated in a single room with a baby cot and are required to pay the single supplement. These conditions do not apply to Villas and Chalet Apartments.

Minor children remain under the full responsibility of their parents and/or accompanying adult(s) throughout the stay in the Resort and therefore, it is the responsibility of the parents or accompanying adults to assess whether the child (who must be at least 12 years old) is able to stay alone in a single room. Parents must provide continuous supervision of their minor children at all times.

Club Med® offers Packages at different prices according to the category of accommodation chosen. These are specific accommodations with particular characteristics, such as their location (sea view, with terrace, etc.), and/or the level of services, or their configuration (interconnecting rooms).

Except for optional services that may be offered at an additional charge during booking in certain Resorts and for specific room categories only, accommodation assignment (within the reserved category) takes place exclusively on-site and cannot be reserved in advance at the time of registration (except for Club Med 2). Any requests made by G.M®s directly to the Resort prior to their arrival shall not be taken into account and therefore, have no binding or contractual value.

Accommodation - transport - accessibility for persons with reduced mobility

Some of our Resorts are better suited for individuals with disabilities or reduced mobility. However, we cannot guarantee that you will have full access, on your own, to all activities and facilities in these Resorts. The recommended Resorts, as well as the activities identified as inaccessible in these Resorts, are available upon request in Agencies or by phone.

Persons with reduced mobility or those requiring special assistance must inform Club Med® prior to any booking. Depending on the operational requirements of the Resorts, Club Med® may either accept or refuse the booking. Any accepted request is specifically recorded on the Contract.

Non-autonomous G.M®s may stay only on the exclusive condition that they arrange and cover the costs of the help and assistance required due to their health condition, ensuring the smooth running of their stay, as Club Med® G.O®s and/or G.E®s are unable to provide individualised aid or assistance.

Only certified assistance dogs deemed necessary (documentation issued by the competent authority, including a disability card and the dog's service contract, must be provided to Club Med®) may be admitted, subject to (i) their acceptance by the airlines for the journey and the absence of any quarantine requirement imposed by the host country, and (ii) Club Med® being duly informed well in advance.

During the stay, if an undisclosed need for special assistance disrupts the operation of the Resort, Club Med® reserves the right to terminate the stay without the possibility of a refund and to organise the G.M®s repatriation at their own expense.

Carriers must be informed of any need for special assistance at least 72 hours before departure so that the necessary arrangements can be made. Non-autonomous individuals (due to illness, physical or mental disability) may be advised against or refused a flight booking by the airline or by Club Med® in accordance with the applicable regulations. Club Med® may not be held responsible for refusing to board G.M®s who did not properly notify them of their assistance needs at the time of booking. The airline may require the presence of an individual capable of providing the necessary help and assistance during the transport, as required by the passenger's health condition.

1.4 Great Members Programme

Booking a Package automatically allows the G.M® to benefit from the Club Med® 'Great Members' loyalty program, the terms of which are available on the Website via the URL <https://www.clubmed.ch/great-members>.

2. How to calculate the cost of your holiday

2.1. Price of the Package

Packages are customisable products, the final composition of which depends on the specific request of the G.M®, based on several variable criteria such as the booking date, the start date of the stay, the duration of the stay, the type of accommodation chosen (Standard or Superior rooms offered respectively in 3T and 4T Resorts (corresponding to rooms previously called 'Club') or 'Exclusive Collection,' Deluxe, Suite, Villas, Chalet Apartments, etc., depending on the categories available in the Resort), the type of transport (Club Med® Flight, Flexible Flight, Standard Flight, Train, etc.), the age of the G.M®, and, where applicable, the addition of à la carte services (services organised on request, golf lessons, Petit Club Med®, etc.). Each criterion corresponds to one or more prices, the sum of which constitutes the 'total price of the Package'. To know the exact current price for their Package configuration, the G.M® is invited to contact their Agency or consult the Website.

In any case, the price of the Package must be confirmed prior to booking. Optioning a stay guarantees availability for the indicated period but does not guarantee a final price.

Where applicable, sample prices in the Club Med® Brochures apply to specific weeks only and are valid for the dates and departure cities indicated. They are subject to change and are therefore only provided as an indication. It should be noted that the applicable child/teen rate depends on the child's age on the departure date, not their age at the time of booking. For Flexible and Standard

Flights, a child fare applies to the round-trip flight of a child under 2 years old on the departure date but turning 3 before or on the return flight date.

When a tourist tax is imposed by the relevant authority, its payment is mandatory. Depending on the Resort, it may be included in the Package price. Where the tax is to be paid on-site in addition to the Package price, this information shall be provided to the G.M® in the Contract.

Club Med® reserves the right to request payment from the G.M® for any tourist tax imposed by a local authority decision or any other competent administrative authority after the Package has been booked. In such cases, the G.M® shall be informed by any means and commits to paying the tax at the Resort.

In accordance with article 4.2.1 below, the price of the Package may be adjusted if the tourist tax amount changes.

Any booking that includes air services entails the payment of variable transport-related taxes. These are included in the total price and are subject to change. Any additional cost incurred by the G.M® due to a modification of these charges shall occur under the conditions specified in article 4.2.1 below.

All prices are displayed in CHF, inclusive of all taxes.

Some taxes or additional fees (notably the tourist tax, visa fees, and/or tourist card, etc.) imposed by the authorities of certain countries are not included in the price of the services. These taxes and fees are the responsibility of the G.M® and are to be paid on-site where applicable. They shall be indicated to the G.M® in the description or in the Contract.

The G.M® acknowledges that for Packages, the price is all-inclusive, comprising services whose individual prices cannot be itemised by Club Med®.

Should the price of a Package for a given Resort and departure date differ from one Club Med® Brochure to another, the applicable price shall be the one indicated on the Website at the time of booking.

2.2. Price reductions and promotional offers

Price reductions or special offers mentioned in the Club Med® Brochures and/or on the Website, as well as any occasional price reductions or promotional offers proposed by Club Med®, are non-retroactive and non-cumulative, unless otherwise stated. Similarly, unless otherwise specified, promotions do not apply to any modified items of a booking in the event of a change. It should be noted that Club Med®'s promotional offers are first subject to the Specific Terms and Conditions of the offer and then to these General Terms and Conditions of Sale. They do not apply to G.M®s who have already booked their Package prior to the offer's launch or who wish to book after the offer's expiry date.

3. How to pay for your holiday

Any G.M® purchasing a Package must have the legal capacity to enter into a binding contract, meaning they must be at least 18 years old, legally capable of contracting, and not under any guardianship or curatorship that would prevent them from validly entering into a contract. They guarantee the accuracy of the information provided, whether by them or any other family member.

A deposit representing 30% of the total price of the Package is required for any booking made more than 45 days before the scheduled departure date (excluding the departure date). In the case of a Package that includes a Standard Flight, the deposit is 30% of the total Package price excluding transport, plus 100% of the total transport cost. The balance—70%—must be paid, without any reminder from Club Med® being necessary, no later than 45 days before the scheduled departure date. For bookings made 45 days or fewer before departure, the full amount of the Package price is due. By exception, the total price of the Package shall be required at the time of booking from G.M®s residing outside Switzerland, regardless of the booking date.

The accepted payment methods are indicated by Club Med® in Agencies, by phone, or online. It is noted that cash payments for Packages are only accepted in Agencies. Club Med® may accept Gift Vouchers, Gift Cards, and other commercial incentives issued by Club Med® in Switzerland, as well as certain holiday vouchers (please check with your point of sale).

For bookings made by phone, Club Med® reserves the right to accept only credit cards as the payment method for Packages less than 45 days before departure, excluding all other forms of payment.

A credit card also allows the G.M® to pay the aforementioned deposit at the time of booking, where applicable, and to opt, without further formalities, for the automatic deduction of the Package balance on its due date.

If payment for the Package is not received within the required time frame, Club Med® shall not be obligated to maintain the availability of the Package or to ensure eligibility for any promotional offer. Any late payment shall be considered a cancellation by the G.M®, in which case the cancellation penalties provided in article 4.1.2 below shall apply. The date used to determine the amount of these penalties shall be the date on which Club Med® sends the notification by mail or any other method allowing for proof of receipt, informing the G.M® of the effective cancellation of the Package due to their failure to pay. The G.M® shall promptly settle the penalties owed, it being understood that any deposit paid shall be retained by Club Med® and deducted from the penalties due. Should the G.M® fail to comply with the payment deadlines mentioned above, Club Med® reserves the right to recover the outstanding sums by any means and to register the G.M® on its 'incident list'. Furthermore, Club Med® reserves the right to cancel or refuse any booking from a G.M® with whom there is an ongoing dispute regarding the payment of a previous booking. In such a case, Club Med® may settle its claim by offsetting the amounts paid.

Without prejudice to the above, each G.M® registered for Unit-based accommodation, such as in Villas or Chalet Apartments (as defined in chapter 1.3 hereof), shall be jointly and severally liable to Club Med® for the payment of the outstanding amount of the

Package price, as well as, if applicable, any termination indemnities in the event of partial or total termination under the provisions set out in article 4.

The booking of accommodation, and in any case Unit-based accommodation, may be validly made by a single G.M[®], who shall be deemed to act on behalf of the other G.M[®]s under a mandate given by them, authorising them, in particular, to provide Club Med[®] with all personal information concerning each of the other G.M[®]s involved necessary for registration and the stay (including membership numbers, allowing for the identification of the accompanying G.M[®]s for accommodation purposes). Club Med[®] shall not be held liable towards these G.M[®]s for any unauthorised disclosure of their personal information, as may be included in the sales and/or travel documents issued for the stay.

4. Modifications, Cancellations, and/or Terminations

For the purposes of this chapter, the terms 'termination/resolution' and 'termination/resolution indemnities' have the same meaning as 'cancellation' and 'penalties,' respectively.

Last-minute offers (hereinafter: '**LMO**'), proposed exclusively on the Website, are subject to specific modification and cancellation conditions available on the aforementioned Website.

4.1. On the part of the G.M[®]

4.1.1. Modifications by the G.M[®]

Without prejudice to the fact that full payment of the Package is due before departure, the G.M[®] may modify their booking without charge, subject to availability and the following cumulative conditions: (I) no changes to the spelling of their name (or that of participants registered under the same booking), (II) no changes to the departure and return dates, as well as to pre- and/or post-transport arrangements, (III) no changes to the destination or any extra-charge services, and (IV) no changes to the stay or trip, except for an increase in the number of participants and/or a request for additional services (such as experiences, child supervision) or a request for higher-category services (such as upgrading accommodation, transport, etc.). The G.M[®] may also modify their departure date or destination without charge, provided it is more than 14 days before the scheduled departure date, and the new departure date is no more than 7 days before or no more than 7 days after the originally scheduled date, with the modified Package being of a value, including tax, at least equal to that of the originally booked Package. This option is subject to availability and does not apply to Club Med[®] Circuits Découverte or Packages with transport by Flexible Flight, Standard Flight, or train. Any modification request made by one G.M[®] is presumed to be accepted by all G.M[®]s listed on the same file.

If any of these conditions are not met, a modification fee shall be charged to the G.M[®] according to the following scale, and a new Contract shall be issued. This fee applies to the total amount of the Package price.

Modification fee per person:

Modification date (departure date not included)	180 days + before departure	179 days to 45 days before departure	44 days to 30 days before departure	29 days to 8 days before departure	7 days until departure
Modification fee per person if without transportation or on Club Med [®] charter flight	CHF 50.-	CHF 125.-	30%*	50%*	90%*
Modification fee per person if transport on scheduled flight (Flexible flight)	CHF 50.-	CHF 125.-	30%**	50%**	90%**
	+100% of any costs re-invoiced by airlines				
Modification fee per person if transport on low cost flight (Standard flight)	CHF 50.-	CHF 125.-	30%**	50%**	90%**
	+100% of any costs re-invoiced by airlines				

*of the total amount of the Package price.

**of the total amount of the price of the Package excluding transport.

4.1.2. Termination on the part of the G.M[®]

4.1.2.1 Termination conditions for accommodation

In the event of the full termination of the Package by all G.M[®]s registered based on a Unit-based accommodation, Club Med[®] shall refund the amounts paid, minus the sums retained as termination indemnities according to the following scale (these fees apply to the total amount of the Package price):

Termination/cancellation fees per person:

Termination Date (departure date not included)	180 days + before departure	179 days to 45 days before departure	44 days to 30 days before departure	29 days to 8 days before departure	7 days until departure
Termination fee per person if without transportation or on Club Med® charter flight	CHF 50.-	CHF 125.-	30%*	50%*	90%*
Termination fee per person if transport on scheduled flight (Flexible Flight)	CHF 50.-	CHF 125.-	30%**	50%**	90%**
	+100% of any costs re-invoiced by airlines				
Termination fee per person if transport on low cost flight (Standard Flight)	CHF 50.-	CHF 125.-	30%**	50%**	90%**
	+100% of any costs re-invoiced by airlines				

*of the total amount of the Package price.

**of the total amount of the price of the Package excluding transport.

In the case of cancellation of an additional service (such as Spa treatments, courses, etc.), these penalties apply to the price of the relevant service.

Cancellation requests must be notified to Club Med® by registered letter sent to the point of sale or, for distance bookings (telephone, internet, etc.), by correspondence to the following address: Club Med Voyages - Back Office Commercial – Rue François-Versonnex 5, 1207 Geneva. A copy of the Contract must be included, along with, if applicable, the information provided for 'pre- and post-transport.' The date used to determine the termination indemnities owed in accordance with the above provisions shall be the date of the postmark on the registered letter. In the event of termination on behalf of a third party, written authorisation from the individual concerned is mandatory and must be attached to the cancellation request, even if the booking was made on behalf of the third party. Any refunds shall be sent to the payer unless otherwise instructed in writing by the payer.

4.1.2.2 Specific Conditions for Partial Termination of Unit-based Accommodation

In the event of termination by a G.M® registered for Unit-based accommodation, the G.M® shall be liable for the termination indemnities set out in article 4.1.2.1 of these General Terms and Conditions of Sale. The remaining registered G.M®s shall either (I) be relocated, subject to availability, to alternative accommodation suited to their reduced number (an individual room, if necessary) under the pricing conditions of the new accommodation, or (II) remain in the originally booked accommodation, provided they pay a surcharge (as the accommodation exceeds their number) corresponding to the price difference between the total amount of the terminated Package(s) and the indemnity/indemnities paid for the termination of said Package(s) (e.g., for a booking of a room for 4 people at a total cost of CHF 4,000.-, i.e. CHF 1,000.- per person: if one person cancels 25 days before departure, the indemnity owed by that person would be 50% according to the aforementioned scale, or CHF 500.-, G.M®s wishing to stay in the accommodation originally booked shall pay an additional CHF 500.- (i.e. CHF 1'000.- - CHF 500.-).

If the remaining G.M®s refuse the accommodation proposed by Club Med® under the provisions set out in (I) and/or do not agree to remain in the originally booked accommodation under the provisions set out in (II), the termination penalties set out in article 4.1.2.1 of these General Terms and Conditions of Sale shall then apply to them.

Club Med® offers G.M®s the option to purchase an optional insurance policy called Club Med Écran Total®, which, in significant cases (such as illness, accident, professional risks, or death), covers deposits paid and any other amounts owed to Club Med® in connection with the booking of the Package. In any event, it is the responsibility of the insured G.M® to notify AXA Assistance by phone at +41 (0)4 35 88 13 85 within 2 business days from when they become aware of the incident (regarding baggage, such as its loss, theft, or damage) and within 5 days from the occurrence of the event causing the cancellation (regarding trip cancellations). In the event of late notification, only the cancellation fees applicable at the time of the event's occurrence shall be covered by the insurance. The travel insurance premium is never refundable, even partially, regardless of when the cancellation occurs, and it is not transferable to a third party.

Club Med Écran total® is also offered for Villas and Chalet Apartment Packages. In case of cancellation, the insurance premium remains payable.

4.1.3. Transfer of the Contract

The G.M® may transfer their Contract if the transferee meets exactly the same conditions as the G.M® to participate in the Package (this includes, among other things, the same Package, the same type of accommodation, the same number of people and passengers, children within the same age range, etc.). In this case, the transferring G.M® must inform their point of sale using a method that allows for confirmation of receipt (e.g., registered letter, email, etc.) no later than 7 days before the start of the relevant Package, excluding the departure date, and must provide the full name, address of the transferee, and the participants in the Package, as well as proof that they meet exactly the same conditions as them to enjoy said Package. A new Contract shall then be issued in the name of the transferee. Insurance contracts are personal and cannot be transferred.

The transferee and the transferring G.M® are jointly and severally liable to Club Med® for the payment of the Package price and any additional costs incurred as a result of the transfer.

The transfer of the Contract entails transfer fees jointly owed to Club Med® by the transferring G.M® and the transferee:

- **For all Packages:**

- A processing fee of CHF 50.- per person is payable.

- **For Packages with transport on flexible or standard flight:**

- In addition to the CHF 50 fee, applicable in all cases of transfer, specific additional costs incurred by the transfer, such as the fees for issuing a new flight ticket, shall be jointly payable by the transferee and the transferring G.M®. Since these fees may vary according to the airline and different factors (such as the date of transfer), they cannot reasonably be provided in advance and shall therefore be communicated to the G.M® on the day the transfer request is made. It should be noted that transferring a Package including transport cancels the original nominative transport ticket, and the issuance of a new ticket is subject to flight availability. This availability may or may not be accompanied by additional charges (whether a supplement applies depends on the fare class of the available seats compared to the fare class booked as part of the original Package). Moreover, for air travel, if the ticket has already been issued, it will neither be refundable nor exchangeable by the airlines, and the transfer may therefore be considered equivalent to a cancellation, which will result in the payment of the penalties set out in article 4 of these General Terms and Conditions of Sale.

Without prejudice to the above, no transfer can be made for a booking involving Unit-based accommodation without the prior written consent of the other G.M®s remaining registered for the concerned Unit-based accommodation. Their authorisation must, in this case, be attached to the transfer request.

In the event of the transfer of a Package benefiting from a reduction, said reduction is transferable to the transferee, provided the conditions of the Package remain unchanged.

4.1.4. Consequences of failure to comply with the aforementioned transfer conditions

Club Med® may refuse the transferee access to the Resort, Tour, Escapade, Villa, Chalet Apartment, or Cruise covered by the Package, or require the transferee to pay the full price of the Package, even if the Package has been fully or partially paid for by the transferor.

4.2. On the part of Club Med®

4.2.1. Modifications to the Package and price by Club Med® before departure

Club Med® may, either at its own discretion or for reasons beyond its control, make changes to the information contained in its Brochures and on the Website (e.g., modifications to the originally planned programmes). Should these changes significantly affect a fundamental aspect of the Package, Club Med® shall notify the G.M®.

- **Modifications to the Package**

Services, activities, the content of Cruises and Tours, and the order of stops/stages may be modified or cancelled due to local requirements and/or weather conditions that impose restrictions on Club Med® (e.g., water sports during the monsoon season). Moreover, Tours that are doubled on certain dates may have reversed or rescheduled stages, while, however, all visits shall be maintained. Since the Brochures are printed well in advance, the opening and closing dates of Resorts, as well as some of the services offered, may be subject to change (e.g., the number of open restaurants and bars may vary, beach or specialty restaurants may close, and sports activities offered may be modified and/or adjusted according to the Resort's occupancy). The departure day for flights may be changed, potentially resulting in a price change. The services listed in the Brochures, as well as on the Website and associated apps, which are sold as extras at the time of booking and/or on-site, may also be modified and/or cancelled without prior notice due to local requirements or weather conditions affecting Club Med®. Club Med® cannot be held liable in these circumstances.

- **Price modification and/or correction of an obvious material pricing error**

Club Med® expressly reserves the right, even for G.M®s already registered, to revise its prices upwards in order to account for variations in:

- Transport costs, particularly those related to fuel prices;
- fees and taxes relating to the services offered, such as landing fees, boarding/disembarkation taxes at ports and airports (including stopover fees for Club Med 2 Cruises), civil aviation tax (known as the solidarity tax), and tourist taxes;
- exchange rates applied to the relevant Package.

Under the same conditions (taking into account the same indices), the G.M® shall also be entitled to a price reduction.

The reference indices, which vary depending on the season and the year, are those in force on the date of the opening of bookings.

The prices listed in Club Med® Brochures or printed materials are indicative and based on the date of publication of these documents. The exact price of the Package and services is notified to you at the time the estimate or Contract is established, based on the economic and fiscal data (including, for the relevant Packages, the exchange rate of the U.S. dollar for the following countries: Australia, Bahamas, Cambodia, Egypt, United States, Guatemala, Mauritius, India, Indonesia, Mexico, Nepal, Sri Lanka, Thailand, and Vietnam).

In the event of variation in any of the items as defined above, Club Med® may fully pass on this variation to the total Package price (on the basis that rate fluctuations shall apply only to services invoiced to Club Med® in the relevant currency). For G.M®s already registered, no price modification may occur within the 20 days preceding the scheduled departure date.

Moreover, Club Med® reserves the right to correct the Package price provided to the G.M® at the time of booking in the event of an obvious material error (a price that is disproportionately low compared to the objective value of the service purchased), resulting notably from a computer bug for which Club Med® is not directly responsible. Club Med® may cancel the booking without fees or penalties. The G.M® may then make a new booking based on availability and according to the correct price of the services.

- **Consequences of Package and price modifications**

In the event of a substantial modification to the Package and/or price (and not a correction of an obvious material pricing error) as defined above, Club Med® undertakes to notify its G.M®s by any means allowing confirmation of receipt (e.g., registered letter, email, etc.) as soon as possible and, at the latest, 20 days before the scheduled departure date in the case of a price modification (and not a correction of an obvious material pricing error). For this purpose, a price increase exceeding 8% of the price indicated in the Contract shall be considered substantial. In the case of a substantial modification, G.M®s will have the following options:

- Either terminate their Contract and obtain a full refund of all amounts paid, without any compensation being owed to Club Med®, within 14 days of the Contract's termination;

- Or accept the proposed modification to the Package and/or price from Club Med®. In this case, an amendment to the Contract specifying the changes shall be issued.

The termination or acceptance of the modification must be notified to Club Med® by any written means that allows for confirmation of receipt (e.g., registered letter, email, etc.) within 7 days of the G.M® being notified of the modification. In the absence of a reply by the G.M® within the aforementioned period, the proposed replacement shall be deemed accepted.

4.2.2. Terminations (or Cancellations) on the part of Club Med®

If, before departure, Club Med® is required to completely cancel the Package chosen by the G.M®, a replacement service shall be offered, subject to availability. The cancellation of the Package and any new replacement Packages are notified to the G.M® by any means allowing for confirmation of receipt (e.g., registered letter, email, etc.) as quickly as possible following the occurrence of the reasons justifying the cancellation of the concerned Package.

The date used to make the cancellation enforceable for the G.M® is the date of the issuance of the registered letter, email, etc., with the postmark on the registered letter serving as proof. If the G.M® does not inform Club Med® of their decision to accept the replacement Package by any written means allowing confirmation of receipt (e.g., registered letter, email, etc.) within 7 days of receiving the notification from Club Med®, the G.M® shall be entitled to a full refund of all amounts paid and, in the event of incurred damages, an indemnity equal to the termination fee that they would have borne if the termination had occurred on their part on that date, except in cases of extraordinary and unavoidable circumstances beyond the control of Club Med®. Should the G.M® opt for the replacement Package, no compensation is due, and if the price of the replacement Package is lower than the price of the previously booked Package, the difference is either to be deducted or refunded, depending on the payment status. If the price of the replacement Package is higher, the difference will be payable by the G.M® to Club Med®.

4.2.3 Termination (or cancellation) due to the minimum number of participants not being met

If, before departure, Club Med® is required to cancel the Package selected by the G.M® due to the number of registered participants being below the required minimum (e.g., for Club Med® Circuits Découverte, where a minimum number of participants is indicated), the G.M® shall be notified. If the trip lasts more than 6 days, the notification shall be sent no later than 20 days before the start of the Package. If the trip lasts between 2 and 6 days, the notification shall be sent no later than 7 days before the start of the Package. Finally, if the trip lasts no more than 2 days, the notification shall be sent no later than 48 hours before the start of the Package. In this case, the G.M® shall receive a refund of all amounts paid.

5. Children

5.1. Booking a Child's Package (for minors under the age of 18)

A minor child must be accompanied by a responsible adult who will oversee the child's care for the duration of the Package. If the accompanying adult is someone other than the child's parents (or the legal guardian with custody rights) or is one of the parents alone (in the case of divorce or separation), the accompanying adult must obtain a written consent form on behalf of the minor from the father, mother, or legal guardian; such consent form shall specify the conditions under which the accompanying adult will take responsibility for the minor during the Package and authorise them to make all necessary decisions during the stay, particularly in case of emergencies. This authorisation may be completed using a form available from Club Med® (in Agency or on the Website).

Club Med® reserves the right to request a copy of the aforementioned documents. In the absence of such documents, Club Med® may refuse the minor's booking. Club Med® also reserves the right to verify the accuracy of the information contained in said documents and may cancel the Package in question without further notice or procedure; this termination shall be considered to be initiated by the G.M® (see paragraph 4.1.2. of these General Terms and Conditions of Sale), without prejudice to Club Med®'s right to seek compensation for any damages incurred. Moreover, the termination of the accompanying adult's Package shall automatically result in the termination of the minor's Package, ipso jure and without notice.

The accompanying adult must also ensure that the minor has any necessary visas and vaccination certificates required by the destination country and, where applicable, necessary for entry into Club Med® children's facilities.

Minors: The legal minimum age for purchasing and/or consuming alcohol is strictly regulated. This age may vary depending on the country.

5.2. Registration in Club Med® children's facilities

For practical information regarding registration and participation in children's facilities (Baby Club Med®, Petit Club Med®, Mini Club Med®) and for teenagers (Junior Club Med®, Club Med Passworld®, Teens Club Med®, Chill Pass Club Med®), Club Med® invites you to inquire at an Agency or consult the Website. The Baby Club Med® and Petit Club Med® have limited spaces, not only by age category (e.g., '2 to 3 years' for Petit Club Med®) but also by specific age group (e.g., for Petit Club Med®: '2 years' and '3 years').

Registration in any of these facilities may be refused if the quota for the age group to which the child belongs has already been reached. Club Med® can only register a child in one of the aforementioned facilities if the child meets the required age on the day of departure. Children and teenagers remain entirely under the responsibility of their accompanying adult, except during activities organized within the framework of the children's facilities. In Resorts with Club Med Passworld® and in some Resorts with Junior Club Med®, Club Med® offers exclusive spaces dedicated to teenagers with open access; however, each teenager remains entirely under the responsibility of their accompanying adult.

Finally, some Resorts do not accept children under the age of 2 years (under 4 months in some Resorts), children under the age of 8 years (Club Med 2, Cefalu, Les Villas de Finolhu), under 12 years (Kiroro Peak), or minors under 18 years (adults-only Resorts).

The Resort description on the relevant page of the Website specifies the children's facilities available by age and their opening dates. In case of doubt about the nature or availability of childcare services, please contact Club Med® via an Agency or by phone. In some Resorts only, Club Med® may offer the 'Pyjamas Club®' service, which provides evening childcare by G.O's from Baby Club Med® or Petit Club Med®, based on rates, schedules, and age limits defined in the Resort.

Some of the aforementioned services are not included in the Package (unless stated otherwise and/or part of a special offer), are subject to availability, and must be booked and paid for on-site at the Resort according to the pricing and payment conditions set by the Resort.

In some Resorts, upon request, Club Med® may provide contact information for independent babysitting services, leaving it to the parents to make direct arrangements with these services. Club Med® holds no responsibility in relation to these services, which are provided by third parties under their sole responsibility.

6. Customs and health formalities

6.1. Customs formalities

To ensure smooth travel, valid administrative documents are essential, and additional formalities must be completed by the G.M's under their responsibility and at their expense. Under no circumstances does Club Med® assume responsibility for these formalities, which remain the sole responsibility of the G.M's, who must ensure the verification and acquisition of all necessary documents prior to departure (passport valid for at least 6 months after the return date, visa, ESTA form for travel to or through the United States, health certificates, vaccinations, etc.) and for the entire duration of the trip.

G.M's are responsible for verifying that all information provided to Club Med® or the airline matches the details on their administrative documents (e.g., married name).

Failure to comply with formalities, or a G.M's inability to present valid documents, for any reason, leading to delays, denial of boarding, or refusal to enter a foreign territory, remains the responsibility of the G.M® and at their expense, without any refund or replacement by Club Med®. All information relating to these documents and formalities can be obtained from the relevant diplomatic offices of the countries of departure, transit, if applicable, and destination, whose contact details are available through our Agencies/points of sale.

Information for Swiss nationals is available upon request at the Club Med® Voyage agency in Geneva or from partner agencies, as well as on the Website. Swiss minors must have their own valid administrative documents: national identity card, passport or visa, ESTA form depending on the transit or destination countries. The family record book does not serve as an identity document permitting exit from the country; however, we strongly recommend that a minor not accompanied by their legal guardians carry a copy of their family record book.

Moreover, permission for a minor to leave the country without being accompanied by a holder of parental authority must be provided to Club Med® in accordance with all applicable regulations. Notably, a permission to leave the country must be submitted by the holder of parental authority *using* a specific signed form, accompanied by a readable photocopy of an official document proving the identity of the signatory. Club Med® is available to provide G.M's with useful customs information at the Agency prior to their booking. Some requests may require processing time. It is strongly recommended that the consulate or embassy of the destination countries be consulted.

6.2. Health Formalities - Health

Vaccinations – Health: G.M's are requested to comply with the health formalities mentioned in the 'Health' and 'Customs and Health Formalities' sections on the Website. Club Med® also advises you to visit the website <https://www.eda.admin.ch/eda/fr/dfae/representations-et-conseils-aux-voyageurs/conseils-voyageurs/conseils-voyageurs-en-bref.htm>

DURING YOUR STAY

7. Settling Expenses On-Site

7.1. How to settle expenses on-site?

The G.M® can pay for their bar expenses (those not included in their 'Bar & Snacking Included' Package) using a magnetic Club Med® bracelet called 'Club Med Pass', with account opening terms provided at the Resort, or by means of an International Bank Card. Other expenses (such as boutique purchases, wellness treatments, etc.) may be paid using the 'Club Med Pass' or by an international bank card, and/or failing that, in local currency only at reception, where such payment is authorised. Finally, certain services such as laundry, dry cleaning, and specific internet access are subject to extra charges and may be booked directly at the Resort and/or with the concierge, depending on availability and applicable on-site rates.

Before departing the Resort, each G.M® must settle their account, detailing all expenses made during their stay and charged to the 'Club Med Pass'. This balance must be paid in local currency or by international bank card.

In the event of non-payment of expenses made by a G.M® at the Resort using the Club Med Pass, Club Med® reserves the right to charge the total amount of these expenses to the bank card provided by the G.M® at the time of opening their 'Club Med® Pass' account. This is without prejudice to the right of Club Med® to list the G.M® on the 'incident list'.

In some Resorts, a service called 'Easy Check Out' ('express departure') is available, allowing automatic invoicing after the G.M® departs the Resort. The G.M® can opt for this service via their client account on the Website prior to departure or at the Resort itself. The expenses will then be charged to the bank card registered at the time of subscribing to the service and opening the 'Club Med Pass' account.

As for activities organised by external providers not affiliated with Club Med® (whether inside or outside the Resort), which are booked and/or paid for on-site by the G.M®, these do not form part of the purchased Package and are thus the sole responsibility of the external providers.

7.2. Local Sales of Stay Packages and Extensions

Any purchase of a Package, extension of stay, and/or change of accommodation made directly on-site will be subject to the applicable local rates. The terms and conditions applied are those in force on-site for any Package purchased, and those stated in the original Contract for any extension of a Package or upgrade to a higher category accommodation made on-site at the Resort. Any Package purchased on-site (including extensions of stay and/or accommodation upgrades) must be paid in full on the day of booking. Any downgrade from a higher category accommodation to a lower category will not result in any refund.

7.3. Local Sales of Discovery Services and Products

This refers to excursions, sports, and leisure activities offered by the Resort's Discovery Area ('Espace Découverte').

The Discovery products sold on-site at the Resort are not included in the Package price and must be booked and paid for on-site in local currency at the Resort's Discovery Area or according to the methods specified by the Discovery Area. The organisational details, registration requirements (such as minimum or maximum group sizes), modifications, cancellations, and/or terminations, are communicated to G.M®s at the Resort; it is pointed out that excursions, sports, and leisure activities organised by an external provider are the sole responsibility of that provider.

Excursions, sports, or leisure activities may also be offered when booking the stay at certain Resorts.

Their price must be paid by the G.M® in addition to the Package price. The terms and conditions applied are those applicable to the Package hereunder (especially regarding cancellations, modifications, and withdrawals), unless otherwise stated. The specific details for the excursions (such as date, time, etc.) are provided at the Resort.

8. Withdrawal During the Package

Any interruption of the Package and/or renunciation of certain services included in the Package or paid for in addition to the Package price at the time of booking (such as ski passes, ski lessons, classes, Baby Club Med®, Petit Club Med®, Spa packages, excursions, etc.) does not entitle the G.M® to any refund or credit. A certificate of early departure from the Resort, or any document confirming the G.M®'s renunciation of any of the aforementioned services, shall not under any circumstances be considered as an agreement to any refund whatsoever.

9. Modification of the Package by Club Med®

9.1 Modification of the Package by Club Med®

In the event that, after departure, Club Med® is unable to fulfil one or more essential items of the Contract, it undertakes to do everything possible to offer the G.M® replacement services equivalent to those initially planned, and to bear the full cost of any additional expenses for these new services.

If the new services are of a lower cost than those originally planned and paid for by the G.M®, the price difference shall be fully refunded upon their return. The G.M® may only refuse the replacement services offered under the conditions outlined above if they are able to provide (and prove) a valid and serious reason preventing them from accepting said services. Should Club Med® be unable to offer replacement services, or if the G.M® is able to decline them for valid reasons, the G.M® shall be offered, at no additional cost, transportation ensuring their return under equivalent conditions to the place of departure or to another location mutually agreed upon by Club Med® and the G.M®.

9.2 Non-compliance with the Contract

If any non-compliance is noticed on-site, the G.M® is required to report it immediately in writing, either to the Resort reception or to the contact indicated in the G.M®'s Contract.

However, Club Med® may not be held responsible for non-compliance attributable to the G.M®, a third party unrelated to the provision of services included in the Package, or due to exceptional and/or unavoidable circumstances.

9.3 Difficulties Encountered On-Site by the G.M®

Should the traveller encounter any difficulties during their stay, they may request assistance from the Resort reception or from any other contact provided in their Contract.

10. Valuables

During your stay, it is advised not to leave valuables, identification papers, or jewellery unattended in your accommodation.

Club Med® cannot be held responsible for the theft of valuables or jewellery that are not stored in the room's security safe or the main Resort safe. In the event of such a theft, and unless Club Med® is proven at fault, the Club Med® insurance can only intervene in cases where a break-in has been verified. It is the responsibility of the G.M® to file a complaint with local authorities. Under no circumstances should the aforementioned items be placed in lockers made available within the Resort, whether these lockers can be locked or not.

11. Photos

Throughout their stay, any G.M®, whether an adult or a minor, may be photographed (such photos can be purchased as souvenirs by the G.M®) or filmed for the purpose of Resort entertainment.

Any reproduction or distribution of their image within the Resort is temporary. Any film or photograph taken is no longer displayed or reproduced within the Resort after their departure and is destroyed. Any G.M® who does not wish to be photographed or filmed under these conditions during their stay must notify Club Med® in writing beforehand.

OTHER PROVISIONS

12. Liability

Under no circumstances shall Club Med® be held responsible for events due to exceptional and/or unavoidable circumstances, such as war, terrorist attacks, riots, epidemics, pandemics, cyclones, revolutions, nuclear disasters, natural climate-related catastrophes, such as cyclones, tsunamis, sandstorms, or riots, and/or for reasons related to ensuring the safety of travellers, and/or instructions issued by an administrative authority: in such cases, Club Med® reserves the right to modify dates, times, or itineraries if this is deemed, at their discretion, necessary for the safety of travellers, including by third-party providers unrelated to the services covered by the Contract, or in cases where the G.M® is responsible for the non-compliance with the Contract. In particular, it is recalled that in the 'Winter Sports Destinations' Resorts, Club Med® cannot be held responsible in the event of closure of the ski area due to exceptional and unavoidable circumstances; therefore, the G.M® cannot claim any compensation. Additionally, services such as sports activities, excursions, pre- and post-transport arrangements, or any other services provided by an external provider at the sole initiative of the G.M® or purchased on-site as an additional service at the Discovery Area, fall exclusively under the responsibility of the external providers organising them. In these circumstances, Club Med® cannot be held liable.

The Wi-Fi service is subject to the acceptance of the service's General Terms and Conditions of Use.

Should Club Med® be held liable, such liability shall be limited by that of its own service providers under international conventions, particularly concerning air transport, including the Warsaw and Montreal Conventions. In other cases, Club Med®'s liability cannot exceed more than twice the total price of the Package (this limitation does not apply to bodily harm or damages caused by gross negligence).

Notably, the responsibility of airlines whose services are used in the Packages, and that of their agents or employees, is limited in the event of any damage related to the air transport of passengers and their baggage, as stipulated in their conditions of carriage in accordance with international conventions in force (such as the Warsaw Convention of 12 October 1929 and the Montreal Convention of 28 May 1999), and/or EU Regulations No. 2027/97 of 9 October 1997, No. 889/2002 of 30 May 2002 and No. 261/2004 of 11 February 2004, 1107/2006 of 5 July 2006 and 1008/2008 of 28 September 2008) which govern the liability of air carriers established in the European Union in connection with national or international transport.

Given that the concept of civil liability (accidents, incidents, theft) varies between countries depending on local legislation, Club Med® strongly advises G.M's to take out individual insurance. Club Med® also recommends not leaving valuable items, cash, jewellery, cameras, video equipment, keys, or identification papers in luggage entrusted to carriers, and advises in all cases to use lockable, waterproof luggage.

If Club Med® is unable to provide the G.M® with their return journey as specified in the Contract due to exceptional and/or unavoidable circumstances, the cost of necessary accommodation (preferably at the Resort) shall be covered by Club Med® for up to 3 nights.

This limitation does not apply to PRMs (persons with reduced mobility), their companions, pregnant women, unaccompanied minors, or individuals requiring specific medical assistance, provided Club Med® was informed of their specific needs at least 48 hours prior to the start of the Package.

In the absence of exceptional and/or unavoidable circumstances, these costs, subject to the conditions outlined in Regulation 261/2004, are borne by the airline.

In the event of misconduct by a G.M®, and without prejudice to any legal actions Club Med® may pursue to recover damages, Club Med® reserves the right to take appropriate measures against the offender, including exclusion from the Resort; it is pointed out that, in such cases, no refunds for unused nights or prepaid activities apply.

Club Med® may also add the offending G.M® to the 'incident list' maintained daily by each Resort, in compliance with data protection regulations.

Such inclusion may result in the loss of any benefits available to the G.M®, and, where applicable, the cancellation of all future bookings. Such cancellations are treated as cancellations made by the G.M®.

13. Requests During Your Stay

To ensure the smooth running of your trip and in the event of any difficulties or non-compliance that need to be reported as soon as possible, you have access to assistance at your destination, with contact details provided in your Contract or, where applicable, in your travel documents.

Any complaints related to the Package must be submitted by the G.M® within 30 days of the completion of the Package via the form available in the 'My Requests' section of the G.M®'s customer account or in the 'Complaints' section of our Website.

After contacting the Customer Relations Service, if the G.M® receives a negative response or no response at all, the G.M® may refer the matter to the Swiss Travel Industry Ombudsman (P.O. Box – 8038 Zurich), with details on how to proceed available at: www.ombudsman-touristik.ch.

Claims involving Club Med®'s damage or liability insurance must be submitted in writing at the Resort prior to departure, to the Circuit manager if applicable, or to the carrier in the event of a dispute arising during the round-trip transport organised by Club Med®.

Without prejudice to the above, it is reminded that these complaints must be submitted directly to the insurance broker MARSH - Tour Ariane - La Défense 9 - 92088 Paris La Défense Cedex - France.

14. Personal data

Upon first registration with Club Med®, a G.M® number is assigned, applicable to all members of a household (for a maximum of two adults in a marital or similar relationship, declaring that they live together at the same address in Switzerland with their respective minor children), or alternatively, a personal number is issued. This number is required to access G.M® registration files and personal information. Therefore, it is the responsibility of the G.M® to maintain the confidentiality of this number or to request the creation of a personal number in case of a change in their family situation, as Club Med® cannot be held responsible for any damages resulting from a disclosure or misuse of this number not attributable to it.

When entering into the Contract, the G.M® agrees to provide their personal data (hereinafter: the '**Data**') to Club Med®, which is responsible for processing it, to manage their commercial relationship based on the execution of the Contract and on the grounds of Club Med®'s legitimate interests, in order to enhance, optimise, and personalise its services and tools (studies, deduplication, anonymisation, technical tests, etc.), and guarantees that they have obtained the consent of the other G.M®s for these same purposes. For these purposes, the Data may be transferred to Club Med® group entities, its business partners, and service providers (transport companies, insurers, customs, subcontractors, financial institutions, technical subcontractors, etc.) located both within and outside the European Union. For transfers to countries that do not provide an adequate level of protection, appropriate safeguards (such as the European Commission's standard contractual clauses) are implemented, which the G.M® may request from the DPO at the address indicated below.

The G.M® agrees to only provide Club Med® with complete, accurate, and up-to-date information. They undertake to keep the data updated and notify Club Med® of any changes.

Moreover, the G.M® is informed that, for security reasons, video surveillance systems may be installed in certain Resorts, in compliance with applicable legislation.

Data is retained for the time necessary to fulfil the purposes for which it was collected.

Each G.M® has the right to access, rectify, request the deletion and/or portability of their Data and, in the case of a legitimate reason, the right to object to its processing, as well as the right to define directives regarding the fate of their Data in the event of their death, which they may exercise by contacting the Data Protection Officer of Club Med® - Customer Relations Service, Club Med Voyage – Rue François-Versonnex 5, 1207 Geneva - enclosing a copy of a proof of identity with their written request. The representative within the European Union is: DPO Club Med® - Customer Relations Service - 11 rue de Cambrai 75019, Paris Cedex, France.

Should a G.M® object to the collection, recording, or transfer of their Data to third parties, including abroad, which is necessary for the sale or performance of the Contract and related services, this would *de facto* make it impossible for Club Med® to provide all or part of the requested service.

Each G.M® is invited to consult the Club Med® Data Protection Charter on the Website for more comprehensive information on how their Data is processed.

The G.M® who books a Package for other individuals guarantees that they have obtained their consent and informed them of the characteristics of the Data processing and their rights under this article.

If you do not wish to be contacted for commercial purposes by telephone, you may mark your phone number with an asterisk (*) in the directory, or choose not to list your number altogether.

15. Assistance

The obligation of assistance by Club Med® is delegated to an international assistance company, which details are available on the Website. The assistance services cover support for individuals during their stay or trip, including while travelling, in accordance

with the conditions outlined in the information notice related to the insurance contract on behalf of Club Med®, which can be found on the Website and is provided to the G.M® at the time of booking. It should be noted that the applicable coverage is that which is in effect on the date of departure. The G.M® is invited to consult the latest available version on the insurance page of the Website.

16. Insurance

The following insurance coverage is provided to the G.M® by Generali Assurances. For any insurance claim or further information, the G.M® may contact the following insurance broker:

MARSH - Tour Ariane - La Défense 9 - 92088 Paris La Défense Cedex - France - Tel.: +33 (0)820 90 00 79 - Fax: +33 (0)1 41 34 59 04 or consult their personal insurer or insurance broker.

16.1. Medical expenses

In the unfortunate event of an accident during your stay at Club Med®, your medical, surgical, and pharmaceutical expenses will be reimbursed up to the amount in CHF equivalent (on the date of reimbursement) to a maximum of EUR 500. This coverage acts as a complement or, failing that, in the absence of health insurance, supplementary insurance, or private insurance coverage.

16.2. Accidental death

In the event of accidental death during your stay at Club Med®, the payout amounts to the CHF equivalent (on the day of payment) of EUR 3,000.

16.3. Permanent disability following an accident

In the event of permanent disability resulting from an accident during your stay at Club Med®, the payout amounts – for a disability reaching 100% – to the CHF equivalent (on the day of payment) of a maximum of EUR 4,500.(adjustable based on the disability rate as assessed by an expert).

16.4. Additional insurance

Notwithstanding the above guarantees, it is highly recommended that the G.M® subscribes to additional insurance. In this regard, Club Med® offers the possibility to subscribe to supplementary insurance covering cancellation for any unforeseen, justifiable cause beyond the control of the G.M.®, as well as certain risks encountered during your trip, such as, without limitation: missed train or flight, baggage issues, rescue costs, medical expenses, compensation trips, or lack/excess of snow. For details and conditions of this offer, please refer to the "Écran Total®" travel insurance page: <https://www.clubmed.ch/l/assurance-ecran-total> or inquire at the Agency.

17. Animals

Club Med® regrets that it cannot accommodate pets of its G.M®. However, recognised assistance dogs necessary for individuals with disabilities (with a supporting document issued by the competent authority, which must be provided to Club Med®) may be admitted, provided (i) they are accepted by the airlines for the journey, and no quarantine is required by the destination country, and (ii) and that Club Med® has been duly informed at the time of booking. Individuals accompanied by their recognised service dog must present to Club Med® before the departure date, their disability card and the contract for the dog's provision. Club Med® reserves the right to request any additional documents that may be required to justify the need for the assistance dog in accordance with legislative or regulatory changes. Failure to present the necessary documents will result in the Contract being considered cancelled by the G.M® as of the start date of the stay.

18. Illustrations

Club Med® makes every effort to provide photos and illustrations that offer G.M® an accurate representation of the services offered. These photos and illustrations are intended to provide a general idea of the category of services but do not bind Club Med® beyond that purpose.

CLUB MED® TERMS AND CONDITIONS OF SALE

Issue of 14 October 2024

Applicable to all bookings made from 14 October 2024. Valid until further update, with the issue date as the reference. These General Terms and Conditions of Sale cancel and replace all General Terms and Conditions of Sale previously issued.

Club Med (Suisse) SA, Chemin des Mines 2, 1202 Geneva, IDE CHE-103.255.873.

Club Med 