

Website User Terms & Conditions

Please read these terms carefully before using this website

1. TERMS & CONDITIONS OF USAGE

1.1 The expression Club Med whenever used in these terms and conditions refers to and includes one or more of the companies within the Club Mediterranee Group of Companies including without prejudice to the generality of the expression, Club Med Australia and their respective subsidiaries and associated companies.

1.2 The following terms and conditions create a legally binding agreement (“Agreement”) between the user (“User”) and Club Med.

1.3 Usage of this web site (“Website”) is on condition that the User accepts without variation the terms and conditions set out herein which Club Med may vary from time to time at its sole and absolute discretion with or without notice to the User and the User acknowledges that the usage of the Website constitutes the User’s agreement to all the terms and conditions in force for the time being as set out herein.

2. REPRESENTATION & WARRANTY

2.1 The User represents and warrant that:

The User is of sufficient legal age and capacity to use this Website in accordance with all terms and conditions herein and to create binding legal obligations in relation to the access and use of this Website;

The User is legally and financially responsible for all uses of this Website under the User’s username and password whether or not actually or expressly authorized by the User; and

All information supplied by the User is true, current complete and accurate.

3. USER OBLIGATIONS

3.1 In order to use the Website and the products and services provided herein, the User must provide all the necessary equipment such as an internet-ready computer and pay any fee associated with the provision of access to the internet.

3.2 The User shall:

Not use this Website in any way which interferes with its availability to other users nor do anything that degrades the operational performance of the Website;

Not post or transmit onto the Website or to any other users, any unlawful, harassing, abusive, threatening, libellous, defamatory, obscene, indecent, inflammatory, racially or ethnically objectionable, pornographic or profane material, or any material that could constitute or encourage conduct that would be considered a criminal offence, give rise to civil liability, or otherwise violate any law;

Not interfere with other users' use and enjoyment of the Website and the services therein or engage in surveys, contents, chain letters or post/transmit "junk mail", "spam" or any unsolicited mass dissemination of email;

Not upload or distribute any files that contain viruses, corrupted files or any other similar computer program that may adversely affect the operational performance of another computer;

Not use any device, software or routine or attempt to interfere with the proper functioning of the website or any transaction offered at this Website;

Not use the Website for any illegal purpose; and Not use this Website to make any speculative, false or fraudulent booking, reservation or information request.

4. REGISTRATION

4.1 In order to use the certain products and services provided on the Website, the User may be required to:

Register with the Website and provide certain current, complete and accurate information about the User as prompted by our registration form; and/or create an account with a username and password.

4.2 In such events, the User shall:

Maintain and update such registration details so as to keep the same current, complete and accurate with Club Med reserving the right to terminate the User's account and use of this Website without notice if any of the registration details provided is not current, incomplete or inaccurate;

Keep the User's username and password secure and protected from unauthorized access or use;

Be entirely responsible for any and all activities that occur under the use of the User's username and password whether or not actually or expressly authorized by the User;

Immediately contact Club Med by using the contact details stated on the Contact Us page if the User becomes aware of, or suspects, that the User's username and password have been misused or compromised in any way, or any other breach of security that comes to the User's attention.

5. PROPRIETARY RIGHTS

5.1 This Web site contains the Club Med name, trademarks, distinctive signs and devices owned and used by Club Med to distinguish its products and services. These trademarks and related proprietary intellectual property are protected under national and international laws and may not be reproduced, copied or otherwise used without the express prior written permission of Club Med.

5.2 The content of the Website, including but not limited to data, text, software, music, sound, photographs, video, graphics, and all other information and software published or otherwise contained on this site (the "Contents") are the exclusive property of Club Med (or such other third party otherwise identified therein) and protected by copyright, trademarks, service marks, trade secrets, patents, database rights, moral rights, publicity rights, confidentiality or other proprietary rights and laws. Except as specifically provided herein, the Contents and any parts thereof may not be copied, distributed, displayed, reproduced or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording, or otherwise, without the express prior written permission of Club Med.

5.3 All photographs and documents depicting products offered on this site are for illustrative purposes only and are not legally binding. Club Med shall not be held liable for any discrepancies or differences between these illustrations and the actual products or services provided.

RESTRICTED LICENSE

6.1 The Contents may be downloaded and reproduced solely for personal non-commercial or internal use. This is a license and not a transfer of title, and is subject to the following restrictions:

The Contents may not be modified or used for any commercial purpose or public display, performance, sale or rental;

Software Contents may not be decompiled, reverse engineered or disassembled in any manner whatsoever;

No copyright or other proprietary notices may be removed from the Contents;

The Contents may not be transferred to another person; and

Every person downloading, reproducing or otherwise using the Contents, hereby agrees to prevent any unauthorized copying of the Contents.

6.2 The User shall not download or otherwise export or re-export any software or underlying information or material available through this Website, except to the extent that such downloading occurs in the course of using this Website in accordance with Club Med's written instructions or otherwise as expressly permitted under these terms and conditions.

7. GENERAL NOTICE

7.1 Club Med strives to ensure that the Contents are accurate and reliable. However, Club Med are not infallible, and errors and/or omissions may sometimes occur. The User acknowledges that the use of this Website is at the User's sole risk and discretion. The Website (including any products and services provided therein) are provided on an "as is" and "as available" basis and the User assumes total risk and

responsibility for any loss and damage arising from or attributable to the use of this Website (including any products and services provided therein) including but not limited to any damage to the User's computer, equipment or loss of the User's data.

7.2 Club Med neither warrants nor makes any representations, whether express or implied, regarding the accuracy, quality, timeliness, merchantability, fitness for any particular purpose or completeness of this Website and the Contents (including any products and services provided therein) or that the use of this Website will be uninterrupted or error free or that any part of the Content or other material accessible through this Website will be free of bugs, viruses, worms, cancelbots, trojan horses or other harmful components.

8. LIMITATION OF LIABILITY

8.1 To the maximum extent permitted by any law, Club Med specifically excludes any and all liability for any direct, indirect, special, incidental or consequential damages arising out of or in any way connected with the access to and use of , availability of or inability to access to and use of this Website or the Content (including but not limited to products and services provided therein), the submission of any personal information (including but not limited to bank and credit card details), the performance or non-performance of Club Med, or any unauthorized access or breach of security into this Website through the internet or otherwise arising, whether based on contract, strict liability, tort (including negligence), product liability or otherwise, even if Club Med has been advised of the possibility of such damages.

8.2 In no event shall Club Med be liable for any indirect, special, incidental or consequential damages whatsoever (including but not limited to damages for loss of profits, business interruption and loss of information) arising out of or in any way connected with the access to and use of , availability of or inability to access to and use of this Website or the Content (including but not limited to products and services provided therein), even if Club Med has been advised of the possibility of such damages.

8.3 Without prejudice to the generality of clauses 8.1 and 8.2, notwithstanding anything to the contrary in these terms and conditions, the liability of Club Med shall in no event exceed the aggregate of One Thousand Euro (EUR1,000).

9. ACKNOWLEDGEMENT

9.1 The disclaimers and limited liability of Club Med as set out in these terms and conditions are fundamental elements of the basis of the agreement between the User and Club Med, and the User acknowledges and agrees that Club Med would not otherwise be able to offer the Contents (including the products and services provided therein) on its present basis without such limitations.

9.2 This clause shall survive any termination of this agreement.

10. CHANGES & DISCONTINUANCE

10.1 Club Med reserves the right to revise, change, modify or discontinue the Website and any of the Contents contained (including any products or services provided therein) at any time and at its sole discretion and without cause or notice, without being required to give any reasons or advance notice to the User and without any liability whatsoever to the User or any third party.

10.2 Club Med reserves the right to terminate the User's account, restrict the User's access to this Website or refuse to give effect to any booking, reservation or information request from the User at any time and at its sole discretion and without cause or notice, without being required to give any reasons or advance notice to the User and without any liability whatsoever to the User or any third party.

11. COMMUNICATIONS

11.1 With respect to all communications made to Club Med including, without limitation, feedback, questions, comments and suggestions ("Communications"):

No right of confidentiality shall apply to Communications and Club Med shall have no obligation to protect Communications from disclosure;

Club Med shall be free to reproduce, use, disclose and distribute Communications to others; and

Club Med shall be free to use any ideas, concepts, know-how or techniques contained in Communications for any purpose whatsoever, including, without limitation, the development, production and marketing of products and services that incorporate such information.

11.2 The User shall use Internet E-Mail only to send Club Med non-confidential notes. The User shall not include confidential personal or private information or send transaction instructions using the Internet Email. When needed, the User's payment details will be encrypted using SSL when information is transmitted to the Website. For the User's protection, Club Med's responses will not include any confidential information. Users who choose to send Internet E-Mail messages to Club Med that contain confidential, private or personal information do so entirely at their own risk.

11.3 For further information, the User shall write to contact details stated on the Contact Us page.

12. FORCE MAJEURE

12.1 Club Med shall not be liable for damages of any kind arising out of any failure or delay by Club Med in performing any or all of its obligations contained herein or in respect of any product or service if the failure or delay is due to circumstances or cause beyond Club Med's reasonable control.

13. INDEMNITY

13.1 The User shall indemnify and keep Club Med indemnified against all claims, demands, actions, proceedings made or brought against Club Med arising from the User's use of this website and/or any breach of any term or condition by the User.

14. LINKS TO THIRD PARTIES

14.1 This Website may contain hyperlinks to websites operated by parties other than Club Med. The inclusion of hyperlinks to such websites does not imply Club Med's endorsement of such websites nor any association with their operators. Club Med is not responsible for the contents of other websites.

15. VARIATION OF TERMS AND CONDITIONS OF USE

15.1 Club Med shall be entitled to vary these terms and conditions of use of the Website (including but not limited to the terms and conditions relating to the products and services provided therein) at any time with or without notice to the User.

15.2 The User acknowledges that the User's continued use of the Website (and products and services provided therein) after the variations of these terms and conditions of use shall constitute the User's acceptance of the same with immediate effect.

16. SEVERABILITY

16.1 Any term or condition of this Agreement which is invalid, prohibited or unenforceable in any jurisdiction shall:

Be ineffective in that jurisdiction to the extent of the invalidity, prohibition or unenforceability;

Not invalidate the remaining provisions of this Agreement; and Not affect the validity of that provision in any other jurisdiction.

17. RELATIONSHIP BETWEEN THE PARTIES

17.1 No joint venture, partnership, employment or agency relationship exists between the User and Club Med as a result of this Agreement or the User's use of this Website.

18. ADDITIONAL TERMS & CONDITIONS & ENTIRE AGREEMENT

18.1 Additional terms and conditions will apply to the User's booking and purchase of Club Med products and services. The User agrees to abide by Club Med's additional terms and conditions of booking and purchase.

18.2 Subject to the aforesaid clause 18.1, this Agreement (including Club Med's terms and conditions of booking and purchase) constitutes the entire agreement between the parties in respect of its subject matter and supersedes all prior understandings or agreements (whether oral or written) regarding the subject matter.

19. DATA PROTECTION & PRIVACY

19.1 Club Med's privacy policy shall apply to this Website (Please refer to Club Med's Privacy Policy for more information).

20. GOVERNING LAW

20.1 This Agreement shall be governed by and construed in accordance with the laws of Australia and you submit to the non-exclusive jurisdiction of the courts of Australia.

21. PRICE DISCREPANCY

21.1 Unless otherwise stated, all prices are quoted in NZD per person including taxes and may vary depending on departure and destination points, intermediate routing and exchange rates. The Calendar pricing and prices shown on the grid at time of booking are shown as a guide only. The final price including specific taxes applicable to your selected itinerary and will be confirmed at the time of booking and payment. Unless otherwise stated, the final pricing on the payment page is the correct pricing including all taxes.