

# CLUB MED

## PRIZE TERMS & CONDITIONS

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### 1. ABOUT THESE TERMS

1. These Prize Terms and Conditions ("Prize T&Cs") govern the prize component of the competition described below and are issued by Club Med, being CLUB MEDITERRANEE (AUSTRALIA) PTY LTD ABN 37 051 368 492 of 6/227 Elizabeth St, Sydney NSW 2000, Australia ("Club Med").
  2. The competition is promoted by NZME Limited NZBN 9429036668007 ("Promoter"). The Promoter is solely responsible for the conduct of the competition, including the draw, winner notification, and compliance with applicable laws. Club Med is the prize supplier only.
  3. By accepting the prize, the winner agrees to be bound by these Prize T&Cs in addition to any terms imposed by the Promoter.
  4. These Prize T&Cs are governed by the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand.
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### 2. THE PRIZE

5. The prize is a 7-night all-inclusive stay at Club Med Bintan Island for two (2) people in one (1) superior room, twin share ("the Prize") with flights.
  6. The Prize includes:
    - (a) accommodation for 7 nights at Club Med Bintan Island;
    - (b) all-inclusive meals (breakfast, lunch and dinner) and snacks during the stay;
    - (c) standard beverages including alcoholic and non-alcoholic drinks;
    - (d) access to Club Med resort facilities and included activities as available during the stay;
    - (e) access to Club Med's kids' clubs for ages 4-17 and supervised activities for children (where applicable and subject to age requirements);
    - (f) return economy class flights for two (2) people from Auckland, New Zealand (Auckland International Airport), to Singapore (Singapore International Airport) and back, as booked by Club Med. Flights will be booked by Club Med once travel dates are confirmed by the resort. Club Med reserves the right to select the airline, routing (including connecting flights with layovers), and specific flight times at its sole discretion, and will book the most cost-effective economy class option with checked baggage included. The specific airline and routing will be confirmed to the winner at the time of booking.
    - (g) Ferry and airport transfers from the ferry terminal to the resort and back.
  7. The Prize does not include, and the winner is responsible for:
    - (h) travel insurance (which is strongly recommended and may be required — see clause 17);
    - (i) visa, passport, or other travel document fees;
    - (j) spa treatments, excursions, premium alcoholic drinks or other optional extras not listed as inclusions;
    - (k) any costs incurred prior to arrival or after departure;
    - (l) any items of a personal nature.
    - (m) any childcare for children under the age of 4.
  8. The Prize is valued at approximately NZD 10,000 based on one (1) superior room at Club Med Bintan Island for two (2) people for seven (7) nights, including economy class return flights from Auckland, New Zealand, at the time these T&Cs were prepared. Prize value may fluctuate. The Prize has no cash value and cannot be exchanged or transferred.
  9. The Prize is non-transferable, not redeemable for cash in whole or in part, and cannot be sold, on-supplied or exchanged for any other product or service.
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### 3. ELIGIBILITY

10. The Prize is only available to New Zealand residents aged 18 years or over at the time of entry.
  11. Directors, management, employees, officers and contractors of Club Med and the Promoter, and their immediate family members (spouse, parent, child, sibling or partner), are not eligible to win the Prize.
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### 4. PRIZE REDEMPTION

12. The Prize must be redeemed by 28 May 2027 ("Redemption Deadline"). The Prize will be forfeited, and Club Med will have no further liability if it has not been redeemed by the Redemption Deadline.
  13. The winner's travel must commence no later than 28 May 2027 ("Latest Travel Date"). The Prize will lapse if travel has not commenced by the Latest Travel Date.
  14. Bookings for the Prize may only be made within 60 days before the intended arrival date and cannot be made earlier.
  15. Travel dates are subject to availability and cannot be taken during the following peak or blackout periods ("Blackout Periods"):
    - (n) New Zealand school holiday periods;
    - (o) Christmas and New Year period (typically 20 December to 10 January);
    - (p) Chinese New Year and Chinese Golden Week;
    - (q) any other period where Club Med Bintan Island reaches 70–80% or greater occupancy; and
    - (r) any period otherwise designated by Club Med in its reasonable discretion.
  16. If a requested travel date falls within a Blackout Period, Club Med will offer alternative available dates. If no mutually agreeable date can be found within [30] days of Club Med offering alternatives, the Prize may be forfeited.
  17. It is strongly recommended that the winner obtain comprehensive travel insurance. Club Med reserves the right to require evidence of adequate travel insurance before confirming the Prize booking. Club Med is not responsible for any loss or additional costs incurred as a result of the winner's failure to obtain travel insurance.
  18. The winner must hold a valid passport and obtain all necessary visas, permits and other travel documents at their own expense. Club Med is not responsible for any failure to obtain required documentation.
  19. The Prize is subject to the standard terms and conditions of Club Med's resort, including its accommodation policies, code of conduct, and any health and safety requirements in force at the time of travel.
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### 5. WINNER NOTIFICATION & CLAIMING THE PRIZE

20. The winner will be notified by the Promoter in accordance with the Promoter's competition terms. Club Med is not responsible for winner notification.
  21. The winner must contact Club Med at [[sales@clubmedau.com](mailto:sales@clubmedau.com)] within [10] ten business days of being notified by the Promoter to claim the Prize ("Claim Period"). If the winner does not claim the Prize within the Claim Period, the Prize will be forfeited, and Club Med will have no further liability.
  22. Club Med reserves the right to request the winner to provide proof of identity (e.g. government-issued photo ID) prior to releasing the Prize. If the winner cannot provide satisfactory proof, the Prize will be forfeited.
  23. It is a condition of accepting the Prize that the winner may be required to sign a prize acceptance deed or release in a form determined by Club Med, which may include consenting to the use of the winner's name and image for promotional purposes.
  24. The Prize will be awarded to the person named in the winning entry.
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### 6. CLUB MED'S RIGHTS & LIMITATIONS



25. Club Med reserves the right to:
- (s) verify the winner's eligibility;
  - (t) substitute the Prize (or any element of it) with a prize of equal or greater value if the Prize becomes unavailable for reasons beyond Club Med's control;
  - (u) withdraw or modify the Prize in the event of a force majeure event (see clause 29); and
  - (v) disqualify a winner if Club Med reasonably believes the winner has not complied with these Prize T&Cs or engaged in fraudulent, deceptive or misleading conduct.
26. Club Med is not liable for any loss, damage, costs or expenses suffered or incurred by the winner or any accompanying guest in connection with the Prize, except where such liability is caused by Club Med's negligence or breach of a non-excludable guarantee under the Consumer Guarantees Act 1993 (NZ) or the Fair Trading Act 1986 (NZ) (collectively, "NZ Consumer Law").
27. Subject to NZ Consumer Law, Club Med's liability in connection with the Prize is limited to, at Club Med's election: (a) re-supplying the relevant service; or (b) paying the cost of having the relevant service supplied again. Nothing in these Prize T&Cs limits or excludes any guarantee, condition, warranty, right or remedy which cannot be limited or excluded under NZ Consumer Law.
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## 7. FORCE MAJEURE

28. If Club Med is prevented from or significantly hindered in fulfilling its obligations in relation to the Prize by any event or circumstance beyond its reasonable control, including but not limited to natural disasters, acts of God, pandemic, epidemic, government-directed travel restrictions, civil unrest, war, terrorism, strike, or power failures, Club Med may at its discretion modify, suspend or withdraw the Prize. Club Med will use reasonable endeavours to offer an alternative where possible.
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## 8. PRIVACY & MARKETING COMMUNICATIONS

29. Club Med collects and handles personal information in accordance with the Privacy Act 2020 (NZ) and the New Zealand Information Privacy Principles (IPPs).
30. Club Med will use the winner's personal information solely for the purposes of:
- (w) administering the Prize (including verifying eligibility and arranging travel);
  - (x) complying with its legal obligations; and
  - (y) where the entrant has provided express consent (see clause 32), sending promotional communications from Club Med by email and/or SMS.
31. By ticking the Club Med marketing opt-in checkbox on the competition entry form, entrants expressly consent to receiving promotional and marketing communications from Club Med by email and SMS, including information about Club Med resorts, offers, and services.
32. Entrants who have opted in may withdraw their consent at any time by:
- (z) clicking the unsubscribe link in any Club Med marketing email; or
  - (aa) sending 'STOP' to any Club Med marketing SMS; or
  - (bb) contacting Club Med at [sales@clubmedau.com](mailto:sales@clubmedau.com).
33. Club Med will not use entrants' personal information for any other purpose without prior consent. Club Med may disclose personal information to third parties (such as resort staff at Club Med and travel-related service providers) where necessary to fulfil the Prize.
34. Entrants may request access to, or correction of, their personal information held by Club Med by contacting [sales@clubmedau.com](mailto:sales@clubmedau.com) or by calling 0800 258 263.
35. Club Med's full Privacy Policy is available at [[www.clubmed.co.nz/privacy](http://www.clubmed.co.nz/privacy)].
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## 9. GENERAL

36. These Prize T&Cs do not limit or exclude any rights the winner may have under NZ Consumer Law or any other non-excludable consumer protection law.

37. If any provision of these Prize T&Cs is unenforceable, it will be severed without affecting the remaining provisions.
38. These Prize T&Cs represent the entire agreement between Club Med and the winner in relation to the Prize.
39. For any Prize-related enquiries, contact Club Med at [sales@clubmedau.com](mailto:sales@clubmedau.com).

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Club Med | [www.clubmed.co.nz](http://www.clubmed.co.nz)  
CLUB MEDITERRANEE (AUSTRALIA) PTY LTD ABN 37 051 368 492