

STANDARD TERMS & CONDITIONS OF CLUB MED® GREAT MEMBERS LOYALTY PROGRAMME

ARTICLE 1 - PREAMBLE

These Standard Terms & Conditions of Club Med® Great Members Loyalty Programme (hereinafter "STCs") supplement the Standard Terms & Conditions in the current Trident® brochure, which prevail in the event of contradiction with these Club Med® Great Members Loyalty Programme Standard Terms & Conditions. These STCs supersede all previous versions.

The Club Med® Great Members Loyalty Programme offered by Club Med® to its Customers is intended to enable Customers to enjoy the benefits described below during their stay in Club Med® villages.

ARTICLE 2 - DEFINITIONS

In these STCs, unless the context indicates otherwise, the expressions and terms below are defined as follows:

"Benefits": Services offered solely within the context of the Club Med® Great Members programme, which vary according to the status and country of residence of the G.M.

"Card": The Customer Loyalty Card issued and supplied by Club Med® to G.Ms having acquired Silver or Gold status.

"Communications": All the means of communication used in the context of the Programme: Welcome Pack, Club Med® brochures, letters, direct mail advertising, e-mails, text messages, flyers, agency poster displays, Website, etc.

"Account": Total of **"Days Spent"** expressed in Hotel Days (HD) and of the **"Amount Spent"** expressed in pound (pounds) accrued by members of the same household.

"Qualifying expenses": All expenses incurred **on booking**, taken into account in the context of the programme (subscription, insurance, activities, excursions and services booked, etc.). Incidental expenses (additional drinks, in-store expenditure, excursions and activities paid for on site) incurred in the Village are not taken into account. Provided these are properly recorded in the Club Med® booking system, extension of stay or room upgrade will be included in the total amount of expenditure.

"Household": All persons connected with the same membership number (G.M No.) up to a maximum of six individuals (adults and children), regardless of name and gender, who live together at the same address in the United Kingdom.

"G.M": (*Gentil Membre* = Kind Member) Club Med® Customer.

"Gold": The highest membership band or status (third) in the Programme. A Member and/or his household may attain this status and be entitled to the benefits attached thereto if he has accumulated or completed the following over a period of 3 calendar years: 180 HD or 24,000 pounds for Members permanently resident in the United Kingdom. The benefits attached to this status are described in communications from Club Med®.

"Days Spent or HD" and **"Amount Spent in pounds"**: The "HD" Hotel Day and the "pounds" pound are units of measurement for stays. The HDs and pounds accumulated at Club Med® in accordance with the procedures described at article 4, enable G.Ms to enjoy benefits of the Club Med® Great Members Loyalty Programme.

"Member": A Member of the Programme is a G.M to whom a personal membership number was allocated (G.M No.) when he joined the Club Med® (initial registration) or a membership number per household. Only Members are entitled to benefit from the services and benefits offered within the context of the Programme.

"Programme": The loyalty programme offered by Club Med® as introduced in 2009 and designed to reward Members who stay in Club Med® villages frequently and Members who incur qualifying expenses.

"Bonus Point": Fictitious HDs or pounds allocated to members changing status during the year (break-up of household or move to a foreign country) who would otherwise lose their previous status, in order to guarantee their current status is maintained until the end of the calendar year.

"Status": Member-status or membership band which defines a certain scale of corresponding benefits conditional on the frequency of "Hotel Day" stays or the amount of stays purchased and qualifying expenses "pounds" incurred with the Club Med® by the Member over a given period.

"Silver": The second membership band in the Programme. A Member and/or his household may attain this status and be entitled to the benefits attached to the said status if he has accumulated or completed the following over a period of 3 calendar years: 80 HD or 7,000 pounds for Members

permanently resident in the United Kingdom. The benefits attached to this status are described in communications from Club Med®.

“**Turquoise**”: The name given to the first or entry-level membership band in the Programme. For Members permanently resident in the United Kingdom, Members and/or their household will automatically qualify for this status from their very first stay by acquiring 1 HD or 1 pound.

ARTICLE 3 – PARTICIPATION IN THE CLUB MED® GREAT MEMBERS LOYALTY PROGRAMME

The Club Med® Great Members loyalty programme is a programme offered in different countries by Club Med® to its Customers so as to enable its G.Ms residing in the United Kingdom to enjoy the benefits described below during their stay in Club Med® villages.

Participation in the Programme is free of charge and automatic with effect from the first stay in Club Med® for all G.Ms with a personal or household membership number (G.M No.) i.e., up to six individuals, adults and children maximum, regardless of name or gender, who declare that they live together at the same address in France.

The Programme is open only to natural persons (private individuals) of full age, domiciled or resident in the United Kingdom who are legally capable of entering into contract, that is to say aged at least 18 years and over, and who are not subject to any guardianship or care order. The G.M warrants that the information provided by him or any other member of his family is true and sincere. Participation by any corporate body or any other form of legal entity is excluded.

Also excluded from qualifying for the Programme are the following: employees (G.Os) and representatives of Club Med®, its agencies and distribution networks and lastly any sponsors or partners involved in providing the benefits.

Children of full age or minors are covered by the membership number of the parent who registered them when making the first booking. The total number of points benefits the Household of this parent or of the parent who applies for this from his Travel Consultant, in accordance with the current procedure described at article 9 Confidentiality and Personally Identifiable Data.

Moving abroad can modify a Member's conditions for participating in the Great Members Loyalty Programme in France. The conditions for participating in the Programme and the benefits granted may vary depending on the countries concerned. Where there is no loyalty programme in a particular country, the Customer is no longer entitled to participate and loses his previous status. Where there is a loyalty programme in the Member's new country of residence but the conditions for taking part differ from those applying in his country of origin, the Member can acquire Bonus Points to ensure his current status is maintained until the end of the calendar year in the new country of residence.

To accumulate more HDs and pounds, two or more Members holding separate membership numbers (G.M No.) may apply to have their accounts merged and ask to have a single account and a single membership number (G.M No.). To obtain the merger of their accounts, Members must apply to their Travel Consultant or the Customer Relations Department at Club Med®, in accordance with current procedure described at article 9 Confidentiality and Personally Identifiable Data. The new account will be provisioned by the history of the two previously separate accounts and the status of the household will be updated.

If a Member wishes to accumulate HDs and pounds for his account solely and/or if membership of his household has changed, the Member may apply for his account and membership number (G.M No.) to be split and for a new number to be allocated. The Member must apply to his Travel Consultant or the Customer Relations Department at Club Med®, in accordance with current procedure described at article 9 Confidentiality and Personally Identifiable Data. Thereafter the new account will be provisioned only by the history of the membership number of the Member having made the application and the household status will be updated. Bonus Points may be granted to other members of the household whose status would be affected by this modification and who could lose their previous status, in order to ensure their current status is maintained until the end of the calendar year.

ARTICLE 4 – CALCULATING THE HDs AND pounds

The HDs and pounds are accumulated by the Household to which the Member is connected and will be credited to the Member's household membership number, regardless of the identity of the person or entity have paid for the stays or settled the pounds-qualifying expenses, provided that the said Member gave his membership number when booking his stay and/or at the time the contract of sale was issued and/or when settling up for his stay or expenses.

HDs accrue according to the age of the G.Ms.

Thus, a child under 4 does not accrue any HDs per day spent in the Club Med®.

A child aged between 4 and 12 accrues half an HD per day spent in the Club Med®.

A child of 12 and over and one adult accrue 1 HD per day spent in the Club Med®.

Pounds are accrued per pound spent for each filial status.

No HDs and pounds will be credited and no benefits will be granted in the event the booking is cancelled. The Member must complete his stay to accumulate HDs and pounds to qualify for the benefits.

HDs and pounds are acquired per calendar year and for updating status, accrue over a period of three years.

In addition, stays acquired at Club Med®, incidental expenses (extension of stay or room upgrade, recorded in the Club Med® bookings system) will be taken into account in the amount of expenses. These expenses will be added to the total HDs and pounds of the Member or of his household, regardless of the country of booking.

All the HDs and pounds as well as all the corresponding benefits will be acquired and used in accordance with the rules and directives contained in these Standard Terms & Conditions. Club Med® will be the ultimate judge of whether a stay or expenses enable HDs and pounds to be accumulated and benefits to be obtained.

On 1 January of each year, the membership band in the Programme for which a Member will be qualified the following year will be determined by the number of HDs and pounds accumulated over the preceding three calendar years.

The participation of a Member in the Programme enables that member to qualify automatically for **Turquoise** Member status if over a period of 3 calendar years, he has acquired: 1 HD or 1 pounds.

A Member and/or his household may qualify for **Silver** status and be entitled to the benefits attached to the said status if over a period of 3 calendar years he has acquired or spent: 80 HD or 7,000 pounds.

A Member and/or his household may qualify for **Gold** status and be entitled to the benefits attached to the said status if over a period of 3 calendar years he has acquired or spent: 180 HD or 24,000 pounds.

If a Member has accumulated no HD or pounds over the reference period, he will be downgraded to the basic status, **Turquoise**. If a Member has accumulated HDs and BVs during the year but not sufficient to retain his status, he will be downgraded one status.

Club Med® will do what is possible to supply a precise detailed statement of account, on application by Members to the Customer Department. However, Members are required to retain all necessary documents such as contracts of sale and invoices, which must be produced to obtain a statement.

Statements of account may be provided for any Member applying in writing with proof of his identity to the Customer Relations Department United Kingdom on the basis of the stays completed personally by the Member within the context of the Programme. No duplicate statements will be prepared. The details shown on the aforesaid statement or else communicated via the Website are given purely for indicative purposes only.

ARTICLE 5 - EXCHANGE RATE AND ROUNDING

The amount of invoices paid in local currency outside the pound zone will be converted into pound. The exchange rate used will be the average rate over the month preceding that in which the transaction is recorded. If applying the pound conversion rate results in a decimal number, the amount of pound credited will be rounded down to the integral number immediately below if the decimal is lower than 5 and rounded up to the integral number immediately above if the decimal is 5 or above.

ARTICLE 6 – GREAT MEMBERS CLUB MED® BENEFITS

Every season Club Med® presents benefits and services offered solely within the context of the Club Med® Great Members Programme and organised according to selected themes connected with the season in question and aspirations of G.Ms. The benefits which G.Ms may enjoy are those offered by Club Med® in the context of the Club Med® Great Members Programme currently applied in the G.M's country of residence. For more details on these benefits and to keep abreast of what's new, G.Ms can consult the Club Med Website regularly at www.clubmed.uk.

All benefits will be awarded and used in accordance with the rules and directives in these STCs and depending on what status the G.M has acquired (Turquoise, Silver or Gold).

Club Med® will do what is possible to ensure that the benefits promoted as being available to Members actually are available. However, Club Med® may unilaterally modify the number of benefits offered and can neither guarantee nor vouchsafe that the aforementioned benefits will be available during the G.M's stay.

All the benefits offered are supplied subject to change and availability including the availability dates mentioned in communications from Club Med®. Restrictions and/or modifications may be applied in accordance with local policy. A Member may therefore find that a benefit is available in one village but not in another.

Members will deal personally with informing any third party or any legal entity paying for the stays, transactions or services (specifically the Member's employer or family) about the benefits obtained within the context of the Programme.

Club Med® reserves the right to make Promotional Offers aimed at groups of Members in accordance with the stays consumed and accounted for within the context of the Programme. These Promotional Offers may not be used in conjunction with any other Promotion.

The benefits acquired by a Member may not under any conditions be transferred, bequeathed, assigned, sold or accumulated whether for pecuniary consideration or not. The sale, purchase, brokering, re-sale, barter or exchange of benefits in exchange for any consideration whatsoever is forbidden. Any person found infringing this rule may be required to pay compensation and damages as well as legal costs. Benefits have no merchantable value and may not be converted into money under any circumstances.

ARTICLE 7 – MODIFICATION OR WITHDRAWAL OF THE PROGRAMME

Club Med® reserves the right to cancel or replace the Programme and reserves the right at any time to modify or amend the Programme, Standard Terms & Conditions, Communications, the structure for accumulating HDs and pounds, the benefits structure, participation of possible Sponsors in the Programme or the procedures relating to the Programme as described in these STCs.

Any modifications and amendments made to these standard terms and conditions will be available to Members on the Website www.clubmed.uk and from their Travel Consultant. These Terms and Conditions and any modifications thereto will be treated as having been approved if the Member purchases a stay from any Club Méditerranée or if no written dispute is registered within 30 days following the said modifications and amendments.

The laws applicable in certain countries may impose restrictions on the conditions governing how G.Ms participate in the Programme. Because of local legislation and regulations, Club Med® may not be able to make the Programme or certain parts thereof available to G.Ms residing in some countries or to certain categories of person. Club Med® cannot be held liable for complying with the said local legislation and, accordingly, reserves the right to cancel the benefits that the said Member may have accumulated in the United Kingdom.

If a Member does not accept the modifications made to the Programme, this Member must apply in writing to be excluded from the Loyalty Programme by letter sent to the Customer Relations Department located at Gemini House, 10-18 Putney Hill, London, SW15 6AA, and in accordance with the procedure described in article 9 Confidentiality and Personally Identifiable Data. With effect from the date of receipt of his application to be excluded from the Programme by the Customer Relations Department, the Member may no longer enjoy the benefits offered by the Programme or receive further communications relating thereto.

In the case where the Programme is terminated, Club Med® will do what is possible to give Members prior information thereof.

ARTICLE 8 – MEMBERSHIP CARD

In the event of loss or theft of the Membership Card or if it is damaged, the Member must immediately inform the Customer Relations Department. In the event of reported loss or theft of the Membership Card, the said Card will not be replaced. The Member will receive his new card with his new status when the Programme is given its annual update.

Club Med® declines all liability in the event of any unauthorized use of the Card or in the event of non-compliance with this provision by a Member.

ARTICLE 9 – CONFIDENTIALITY AND PERSONALLY IDENTIFIABLE DATA

The personally identifiable data relating to Members' participating in the Programme will be processed and used for the purpose of enabling the Programme to be implemented. Members specifically agree to supply the Club Med® with their correct postal and/or e-mail address to which Communications relating to the Programme will be sent. In the event of change of address, Members will advise Club Med® promptly in writing or via his "My Club Med®" Customer Area on the Website. Members warrant that the information provided is correct and will accept sole liability for any incorrect, incomplete or outdated information.

In accordance with French Data Protection Law no. 78-17 of 6 January 1978 as amended on 6 August 2004, every Customer has the right of access, modification and correction of the information relating to him. As this is a strictly personal right, the right of access, modification and correction may only be exercised by its owner subject to proof of identity. Subject to proof of identity, G.Ms may apply in writing for the creation, merger, de-merger or removal of a household or for a membership number by letter sent to the Customer Relations Department, Gemini House, 10-18 Putney Hill, London, SW15 6AA.

The membership number attributed to the G.M® when joining Club Med® (initial registration) is strictly personal and confidential and will be required to access his membership file and personal details. It is therefore the responsibility of the G.M® to keep this number and, where appropriate, the confidential code (or related password) as well as all correspondence quoting the said numbers or the file number confidential, it being understood that the G.M® will be solely liable for the use of these details and the ensuing consequences in the event of a disclosure thereof by him and, specifically, in the event of loss or theft of documents containing these details.

It is recalled that it is possible to obtain a household number rather than a personal number, a household being a maximum of six individuals regardless of name and gender who declare that they are living together at the same address in the United Kingdom. Adult members of the household thus declared may exercise the right of access to the registered information relating to each member of the

household individually or collectively and, where appropriate, obtain correction thereof subject to compliance with the legal provisions mentioned below.

The adult members of the household agree in any event to declare any change to the membership of the household to Club Med®. Failing which Club Med® cannot be liable for any harmful consequences that could result.

The adult members of the household will accordingly be jointly and severally liable on behalf of the household in exercising their prerogatives referred to above and specifically insofar as concerns the use of the registered details referred to above. The said adults therefore agree to preserve the strictly confidential nature of this information and in all events reserve use thereof for the sole needs of the household.

ARTICLE 10 - LIABILITY

Club Med® declines all liability insofar as concerns any damage arising from or directly related to the benefits provided or not provided within the context of the Programme. Club Med® cannot in any event be held liable for losses or damage resulting from modifications to or the withdrawal of the Great Members Club Med® Programme. Club Med® will do what is possible to inform Members of such modifications or withdrawals.

If Club Med® or any Sponsor wrongly refuses a benefit to any Member, the sole recourse available to the said Member will be to obtain the wrongly refused benefit – if the latter is available – or any other comparable benefit, depending on what Club Med® shall decide and offer him, as the Member shall choose.

Members are liable for any claims from third parties connected to his participating in the Programme.

The breach of these Standard Terms and Conditions, the improper use of the Programme and specifically the non-compliance with the policies and procedures of the Programme; the sale or barter of benefits and any false statement of fact relating hereto, any reprehensible behaviour, specifically any unruly behaviour or malicious conduct with regard to any employee, GO and/or inside any village, may entail cancellation of the benefits offered.

ARTICLE 11 – INFORMATION FOR MEMBERS

All information and details relating to the Great Members Club Med® programme and specifically to the benefits offered to G.Ms by Club Med® and to benefits provided by sponsors, are available on the Website www.clubmed.uk.

Club Med® also informs each G.M of developments on his Member- or Household-status on his personal “My Club Med®” space on the Website by a graphical representation of a sliding scale. The slider specifies the Member’s level of progress up or down the scale to enable him to see if he is on the point of losing his status or moving up to a higher band. It takes account of all the elements (HDs and pounds) accumulated by the Member or the whole household.

One member of a household making a stay alone will therefore help push the slider up the scale for all members in the household who have a personal space.

ARTICLE 12 – MISCELLANEOUS PROVISIONS

These standard terms and conditions are subject to French law. In the event of dispute over their interpretation or the performance of any of their stipulations and failing friendly agreement between the parties, the legal rules of allocation of competence apply with the exception of disputes involving persons who have contracted in a capacity of trader, for whom the Courts of Paris shall have sole competence to hear the dispute.