

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

ARTICLE 1 - PREAMBLE

These Standard Terms & Conditions of Club Med® Great Members Loyalty Program (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 Program Standard Terms & Conditions. These STCs supersede all previous versions.

The Club Med® Great Members Loyalty Program 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 Program, which vary according to the status and country of residence of the GM.

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

"Communications": All the means of communication used in the context of the Program: 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 dollars (US dollars) accrued by members of the same household.

"Qualifying expenses": All expenses incurred **on booking**, taken into account in the context of the Program (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 (GM 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 US.

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

"Gold": The highest membership band or status (third) in the Program. 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: 110 HD's or \$20,000 for Members permanently resident in the US. The benefits attached to this status are described in communications from Club Med®.

"Hotel Days Spent or HD" and **"Amount Spent in dollars or BV"**: The "HD" Hotel Day and the "BV" dollars spent are units of measurement for stays. The HD's and dollars accumulated at Club Med® in accordance with the procedures described at article 4, enable GMs to enjoy benefits of the Club Med® Great Members Loyalty Program. Excludes group bookings or individual travel within a group.

"Member": A Member of the Program is a GM to whom a personal membership number was allocated (GM 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 Program.

"Program": The loyalty Program 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 HD's or dollars 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 "dollars" incurred with the Club Med® by the Member over a given period.

"Silver": The second membership band in the Program. 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: 50 HD's or \$8,000 for Members permanently resident in the US. 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 Program. For Members permanently resident in the US, Members and/or their household will automatically qualify for this status from their very first stay by acquiring 1 HD or 1 dollar.

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

The Club Med® Great Members Loyalty Program is a Program offered in different countries by Club Med® to its Customers so as to enable its GMs residing in the US to enjoy the benefits described below during their stay in Club Med® villages.

Participation in the Program is free of charge and automatic with effect from the first stay in Club Med® for all GMs with a personal or household membership number (GM 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 the US.

The Program is open only to natural persons (private individuals) of full age, domiciled or resident in the US 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 GM 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 Program 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.

Moving abroad can modify a Member's conditions for participating in the Great Members Loyalty Program in the US. The conditions for participating in the Program and the benefits granted may vary depending on the countries concerned. Where there is no Loyalty Program in a particular country, the Customer is no longer entitled to participate and loses his previous status. Where there is a Loyalty Program 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 HD's and dollars, two or more Members holding separate membership numbers (GM No.) may apply to have their accounts merged and ask to have a single account and a single membership number (GM No.). To obtain the merger of their accounts, Members must apply to their Travel Consultant or the Guest Relations Department at Club Med®, in accordance with current procedure described at article 9 Confidentiality and Personally Identifiable Data. The new account will be established using the history of the two previously separate accounts and the status of the household will be updated.

If a Member wishes to accumulate HD's and dollars for his account solely and/or if membership of his household has changed, the Member may apply for his account and membership number (GM No.) to be split and for a new number to be allocated. The Member must apply to his Travel Consultant or the Guest 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 HD'S AND DOLLARS

The HD's and dollars 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 which paid for the stays or settled the dollars-qualifying expenses, provided that the said Member gave his membership number when booking his stay or prior to final payment.

HD's accrue according to the age of the GMs.

Thus, a child under 4 does not accrue any HD's 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®.

Dollars are accrued per dollar spent for each filial status.

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

HD's and dollars are acquired per calendar year and for updating status, accrue over a rolling 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 HD's and dollars of the Member or of his household, regardless of the country of booking.

All the HD's and dollars 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 HD's and dollars to be accumulated and benefits to be obtained.

On January 1 of each year, the membership level in the Program for which a Member will be qualified the following year will be determined by the number of HD's and dollars accumulated over the preceding three calendar years.

The participation of a Member in the Program 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 dollar.

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: 50 HD or \$8,000.

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: 110 HD or \$20,000.

If a Member has accumulated no HD or dollars over the reference period, he will be downgraded to the basic status, **Turquoise**. If a Member has accumulated HD's and BV's during the year but not sufficient to retain his status, he will be downgraded to his qualifying status.

Club Med® will provide detailed statement of account, on application by Members to the Guest Relations Department. However, Members are required to retain all necessary documents such as booking confirmations 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 Guest Relations Department the US on the basis of the stays completed personally by the Member within the context of the Program. 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 AMN zone will be converted into dollars. The exchange rate used will be the average rate over the month preceding that in which the transaction is recorded. If applying the dollar conversion rate results in a decimal number, the amount of dollars 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 Program and organized according to selected themes connected with the season in question and aspirations of GMs. The benefits which GMs may enjoy are those offered by Club Med® in the context of the Club Med® Great Members Program currently applied in the GM's country of residence. For more details on these benefits and to keep abreast of what's new, GM's can consult the Club Med Website regularly at clubmed.us.

All benefits will be awarded and used in accordance with the rules and directives in these STCs and depending on what status the GM 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 GM'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. Benefits are subject to change at anytime upon the discretion of Club Med.

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 Program.

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 Program. 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 PROGRAM

Club Med® reserves the right to cancel or replace the Program and reserves the right at any time to modify or amend the Program, Standard Terms & Conditions, Communications, the structure for accumulating HD's and dollars, the benefits structure, participation of possible Sponsors in the Program or the procedures relating to the Program 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.us 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 GM's participate in the Program. Because of local legislation and regulations, Club Med® may not be able to make the Program or certain parts thereof available to GMs 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 US.

If a Member does not accept the modifications made to the Program, this Member must apply in writing to be excluded from the Loyalty Program by letter sent to the Guest Relations Department located at 7001 N Scottsdale Rd, Suite 1010, Scottsdale, AZ 85253, 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 Program by the Guest Relations Department, the Member may no longer enjoy the benefits offered by the Program or receive further communications relating thereto.

In the case where the Program 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 Guest 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 Program 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 Program will be processed and used for the purpose of enabling the Program 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 Program 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 applicable laws. 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, GMs 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 Guest Relations Department, 7001 N Scottsdale Rd, Suite 1010, Scottsdale, AZ 85253.

The membership number attributed to the GM® 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 GM® 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 GM® 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 US. 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 Program. 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® Program. 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 Program.

The breach of these Standard Terms and Conditions, the improper use of the Program and specifically the non-compliance with the policies and procedures of the Program; 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® Program and specifically to the benefits offered to GMs by Club Med® and to benefits provided by sponsors, are available on the Website www.clubmed.us.

Club Med® also informs each GM 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 (HD’s and dollars) 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 New York law.

All references herein to the masculine, neuter or singular shall be construed to include the masculine, feminine, neuter or plural, where applicable.