

The general terms and conditions of the Club Med vacation you have chosen ("Vacation") are set out in (a) the following section, (b) the other pages of this Brochure and (c) other written material distributed from time to time by Club Med Sales Canada Inc. to its Canadian members and (d) on its website [www.clubmed.ca](http://www.clubmed.ca).

Club Med Sales Canada Inc. markets and sells in Canada vacations to Club Med villages ("Villages" or "Resorts"), the cruise ship, Club Med 2 (sometimes called "the ship"), and other Villages (also called "Villages" or "Resorts") in North America and Asia (collectively referred to as "Vacation Destinations"). Through subsidiaries, *Club Méditerranée S.A.* and/or *Club Med Amérique du Nord S.A.* ("Operators") operates and/or manages the Vacation Destinations. All references in this brochure to Club Med or the Club are references to the Operators, either directly or through subsidiaries or affiliates and not to Club Med Sales Canada Inc.

The transport of passengers and baggage aboard Club Med 2 is under the sole control and management of Club Med Marine S.A. (sometimes called the "Carrier"). Passage aboard Club Med 2 is subject to the terms and conditions of the cruise contract between you and the Carrier. The cruise contract will accompany the voucher that is sent to you prior to departure. Some of the provisions in this brochure which relate to Villages do not apply to vacations aboard Club Med 2.

**MINIMUM AGE REQUIREMENTS:** With the exception of the Adult Only Villages such as Turkoise, which has a mandatory minimum age requirement of 18 years and on Club Med 2 where the minimum age requirement is 8 years, all Villages accept children of any age or from 4 months (depending on the Village) **except for Columbus Isle and Gregolimano where the minimum age is 2 years.** Failure to conform with the minimum age requirements of the Adult Only Villages may result in refusal of entrance upon arrival of the person concerned as well as that of any traveling companion.

**QUALIFIERS, RESTRICTIONS AND CONDITIONS APPLICABLE TO ALL RATES AND DATES:** All prices are expressed in Canadian dollars. Air and transfer cost are not included in "Land only" or "Cruise only" bookings. Unless the client has paid in full, all prices may be increased at any time and for any reason. Price reductions are applicable to new bookings only.

## HELPFUL HINTS

**For an enjoyable and safe vacation, we suggest that you read thoroughly this and any other information Club Med provides for you.**

There may be different living standards, practices and conditions with respect to the provision of utilities, services and accommodation at the country of your destination. Such standards may or may not be comparable to those you would expect from similar establishments in Canada or the United States.

## CHECK YOUR VACCINATIONS

Well before departure, contact your doctor and/or local health departments.

## DURING YOUR STAY:

**Stomach Disorders** Consult your doctor for preventive treatment. Intestinal disorders often result from a change in climate and eating habits. Always peel fresh fruits and vegetables, eat meals well cooked and drink plenty of liquids, but avoid iced drinks outside the Village. Simple treatment is very effective.

**On the Beach** Most Vacation Destinations are in foreign countries where the beaches are public; therefore are not controlled by Club Med. Lifeguards are not present at these beaches or at swimming pools (unless otherwise specified at the Village).

**Medical Services** Two registered nurses are in residence at certain North American zone Vacation Destinations to administer first aid and assist with special medical needs (i.e., refrigeration of medicine), one person responsible for hygiene and security at others. An independent doctor is on call at or near the Village. A 24-hour hospital staffed by a doctor and a nurse provides medical services on board Club Med 2. All medical expenses are the guests responsibility.

**Accommodations** Single rooms may be available (12 yrs and over) with a supplement (subject to availability at time of reservation). In some Family Villages, connecting rooms may be available with a supplement (subject to availability). Please inquire with our reservation team or your travel agent. As for other Vacation Destinations, please note that most rooms are designed for double-occupancy. Connecting rooms are not available and rollaway beds are not guaranteed. For families choosing to travel to these Villages, note that we may not be able to lodge children in the same room as parents. Room assignments are always arranged upon your arrival at the Village.

Rooms have air conditioning (except Ski Villages), two twin or full beds, a private bathroom with shower, some with bath (with some exceptions).

**Restaurants** Specialty restaurants are open according to the number of guests present in the Village.

**THE CLUB BANKING SYSTEM** Rooms at your Vacation Destination have entrance door locks and small individual room safes. In addition, space is provided at the reception desk where you may deposit your cash, credit cards, travelers cheques, and small camera. Jewelry, large

All prices are subject to Club Med's Terms and Conditions and/or those made available to you with your documents. Special conditions may apply for groups of 20 or more adults.

For Travel Services booked through a travel agent licensed in Quebec, prices may be increased in the event of an increase in taxes, royalties or charges authorized by a competent public authority.

For Travel Services booked through a travel agent registered in Ontario, where there is an increase in the total price of the Travel Services even after a deposit has been paid and the cumulative increase, except any increase resulting from an increase in retail sales tax or federal goods and services tax, is more than seven per cent (7%), the client has the right to cancel the contract and obtain a full refund or opt for comparable alternate Travel Services acceptable to the client.

**DEPARTURE DATES, PROGRAMS AND ITINERARIES** are subject to change at any time prior to departure and without notice, whether or not you have paid for your vacation in full or in part.

**AIR RATES** are subject to limited availability and certain restrictions. All routes are subject to change without notice. In order to create competitive package prices, the land portion value within the package may be different than the land only pricing programmed in the system. Please be advised that in all cases the land price subtracted from the package price does not necessarily reflect the true air cost.

**ARRIVAL AND DEPARTURE TIMES:** Members arriving on their own (land only vacation) check-in is at 3:00 PM. There is a possibility that your room might not be ready at your arrival. Check-out time is 9:00 AM and lunch is included. More favourable check-out time may be offered by certain Villages and this will be indicated on your notification form. For members traveling with Club Med air-inclusive packages, all meals will be included from arrival through departure. Cruise departures vary by itinerary.

**Children under 6 yrs** will be lodged in the same room as their parents. **Children's age** is determined at time of travel, not time of reservation. Please note that during North American and European school holiday periods, a greater number of families with children may be present in all Villages, excluding those strictly reserved to adults 18 yrs and over.

amounts of cash and large valuables which the reception may not be able to accept, should be left at home, as they are not covered by insurance.

Members are advised to take common sense security precautions, such as locking all entrance and patio doors of their rooms while in or away from their rooms, and keeping room and safe keys with them at all times.

## SPORTS INFORMATION

We teach sports seriously with safety our foremost consideration. Most sports are conducted under the supervision of our trained instructors; group lessons are usually given mornings and/or afternoons.

**We reserve the right to cancel or modify sports programs and the availability of facilities at any Vacation Destination without prior notification. All extra costs are approximate and subject to change without prior notification. Refer to specific Brochure pages or visit [clubmed.ca](http://clubmed.ca) for more information.**

**The following sports information relates to Club Med Vacation Destinations only.**

**SCUBA DIVING** Weather and sea conditions permitting, at the sole discretion of Club Med's Manager(s).

- Please remember to take your diving log book and diving diplomas, along with a compulsory "aptitude for diving" medical certificate that is no more than a year old issued by a sports doctor for all diving programs offered by Club Med. Nevertheless, the PADI procedures alone may have you pass a new medical visit that will finally be the one to determine if you are fit to dive (it also concerns off-site diving subcontracted locally). A written parental authorization is required for children under the age of 18.
- Isothermic wetsuit rental & rental of diving computers is available at all scuba diving centers at extra cost.
- Scuba tanks & STAB (stabilization jackets), fins, masks, regulators & diving belts are provided for all diving courses.
- Some of the fish described in the scuba diving packages may only be visible at certain times of year.
- As security precaution Club Med require guests to refrain from all scuba diving 24 hours before their return flight.
- The various packages do not include the completion of certificate (services available "à la carte" at extra cost) Equipment such as masks, tubas and fins are not lent out or rented outside supervised diving activities.

**AGE REQUIREMENT** For safety reasons, Club Med imposes minimum-age requirements for sports.

**AT FAMILY VILLAGES:** Minimum age requirement for children varies by activity. Please inquire before leaving especially when traveling with young children.

**AT ALL OTHER VACATION DESTINATIONS:** Age limits for participants in certain activities may change without notice. Please note that these Vacation Destinations are not equipped with child-size sport equipment. Inquire about minimum age restrictions. May require parental supervision.

Parents may be asked to provide proof of children's age when registering at your Vacation Destination for Baby, Petit, Mini, Junior Club Med and Passworld Teen Access facilities.

Club Med Sales Canada Inc. reserves the right to ask for proof of age at time of booking for all age-related promotional offers. Children's rates are determined by the child's age at time of travel

## SPECIFIC CONDITIONS

**PRICES DO NOT INCLUDE** (among others) • Club Med membership fees (see Membership Fees section) • Cost of passport, tourist cards, vaccinations certificate, and visas • Excess baggage charges • Costs of a personal nature such as certain beverages (Champagne & VSOP) purchased from the bar • optional excursions • Extra charges for horseback riding; massage, Spa packages, some health/fitness center services; green fees and other golf related expenses; ski equipment rental; bicycle rental at certain Vacation Destinations, tennis and golf tournaments; scuba diving, certifications, and specialty courses at most Vacation Destinations; arts & crafts supplies; billiards at certain Vacation Destinations • Any sales or Goods and Services Tax and any similar tax, if applicable • Dominican Republic Tourist Card when scheduled air packages or land only is booked • Client contribution to the compensation fund for customers of travel agents of \$3.50/\$1000

**MEMBERSHIP FEES** Anyone purchasing a Club Med product with air or land only must pay a membership fee.

**Adults & children 16 years and older, \$60**  
**Children under 16 years of age, \$30.**

A Membership per person provides Club membership effective for one year, **commencing on date of first payment or deposit and must be valid until the date of return from travel. Membership Fees are non refundable.**

**HOLIDAY INSURANCE PLAN** If you book in Canada, you are automatically covered by Club Med's limited Holiday Insurance Plan (Basic Plan). It is included in the cost of your vacation.

A complete description of coverage is available upon request with Club Med Sales Canada Inc., on Club Med's internet site [clubmed.ca](http://clubmed.ca) and also in the Holiday Insurance pamphlet you will receive before departure if you made a reservation.

**We suggest you take out additional insurance.** An optional upgraded plan (Total Peace of Mind™). Call your Travel agent or visit [clubmed.ca](http://clubmed.ca) for more details.

The cancellation and revision charges (see below) MAY be covered in part under the Holiday Insurance Plan if your Vacation is cancelled or revised prior to your scheduled departure date, due to injury or sickness or death of the Insured Person, a member of the immediate family, an unrelated travelling companion sharing the same room (as defined in the Plan).

**CANCELLATION AND REVISION** Cancellations or revisions (a revision being any change whatsoever in the reservation as booked) must be made **FIRST BY TELEPHONE**

and then CONFIRMED IN WRITING (in which case the postmark or date of fax will be used as the effective date). If you wish to cancel or revise a booking, the following charges plus the non-refundable membership fee and non-refundable air tickets, will be assessed:

Days prior to departure	Cancellation Charge (per person)
61 or more	No cancellation charge
60 to 31	25%
30 to 15	50%
14 or less	100%

The cancellation charges are assessed on the full package price. Revisions of any kind (including but not limited to a change in the date of departure or village) will be treated as a cancellation and applicable cancellation charges will be assessed and revised booking will be subject to pricing then in effect. Unpaid balances on cancellation charges are subject to collection action. No refunds will be made in the event of no shows or interruption or cancellation by the member after departure. There is no refund for unused travel vouchers or transfers. Cancellation charges for special events, certain promotions and holiday travel may vary; please contact your travel agent.

**AIRFARE:** Cancellation charges for published airfare and other special air programs are 100% non-refundable. Please inquire at time of booking.

**GROUPS:** Cancellation and revision charges may vary for groups. Please contact your travel agent or Club Med group dept at 1-888-567-1777 for additional information.

Club Med Sales Canada Inc. reserves the right to cancel a sailing cruise aboard Club Med 2 or the Vacation flight prior to departure, except as expressly limited below, in which event full refunds will be made through your travel agent without further compensation. Unless otherwise stated (See "Major Changes"), Club Med Sales Canada Inc. will not cancel the Vacation flight less than 10 days before its scheduled departure. If a Vacation flight is cancelled 10 or more days before departure, Club Med Sales Canada Inc. will try to notify you within 7 days of cancellation, but in any event not less than 10 days before the scheduled departure date.

**CHANGE IN THE ROOM OCCUPANCY:** if any change or cancellation made by one or more consumers alters the basis of room occupancy, rates will be adjusted to reflect true room occupancy status.

**NAME CHANGES:** Any change of names on a confirmed reservation will be treated as a cancellation (see cancellation fees).

Please note that for connector fares and where Club Med Sales Canada Inc. is not responsible for flight arrangements or does not issue tickets, cancellation penalties will be determined by the relevant air carrier.

**UNUSED VACATIONS** No credit or refund will be given in whole or in part, for unused days at your Vacation Destination, unused transportation or transfers resulting from your late arrival, premature departure or otherwise (except to the extent you are covered under the Holiday Insurance Plan). If you leave early, the return flight will be your sole responsibility. All air tickets are non-refundable, non-transferable and non-endorsable. Therefore no credit or refund will be made for whatever reason, for any unused portion of your flight. You may be asked to deplane or leave the Vacation Destination at any time, without any refund, if your actions impose upon or disturb others.

## TRANSPORTATION

The following deals with group air transportation ("Vacation flights") arranged by Club Med Sales Canada Inc. (If you organize your own transportation to your Vacation Destination, you will be responsible for flight confirmations, travel arrangements, itinerary changes, cancellations or difficulties that may occur, and for all costs, airport taxes or transfer expenses you may incur).

**AIRFARE** All travel arrangements advertised in this Brochure, in [clubmed.ca](http://clubmed.ca) or in any other Club Med publication are subject to Canadian regulatory body approval. You are subject to the contract between the air carrier and yourself, to which Club Med is not a party. Note that amendments or changes to terms and conditions of air carriage, once approved by regulatory agencies, immediately apply without additional public notice. Where departure is dependent on a minimum number of participants flying together, we reserve the right to cancel specific departures up to 10 days before departure, without compensation. In such event, members will be offered alternative departure dates, or destinations, or they may travel on an independent basis, by paying the appropriate tariff differential.

**CHILDREN** : Infants under two years of age at completion of travel fly free of charge (unless otherwise specified) but are not allocated an aircraft seat or any baggage allowance. If an

infant turns 2 while in destination, a round-trip ticket must be purchased prior to travel.

**TICKETING** Upon receipt of final payment, a voucher acknowledging final payment for the total package will be mailed to you. **Airline tickets will be furnished at the airport upon check-in, unless otherwise specified.** The ticket will be on regular airline stock, will be non-endorsable, non-transferable, refundable only by Club Med Sales Canada Inc. in accordance with its terms and conditions. All necessary reservations and Vacation flight return reconfirmations with the air carrier will be made by Club Med.

**MORE FLYING COMFORT** Club Med offers wider, more comfortable seats, with a supplement, on some charter flights depending on availability, type of aircraft and airline. This supplement is non refundable.

**FLIGHT CONFIRMATION** All Vacation flight times are subject to change. Members are requested to verify departure time 24 hours prior to departure by confirming with their travel agent, the airline or airport information counter concerned.

**CHECK-IN** The airline may deny you the right to board if you are late to arrive at the airport. If you miss your departure Vacation flight for any reason, you will automatically forfeit your Vacation, without compensation and without any recourse on your part. At the airport, please present yourself to the Club Med representative (present only when departure is with a charter, unless otherwise specified) with your travel documents, at which time your luggage should be checked in with the carrier.

**PAYMENTS FOR TRANSFERS** Transfers between airport and Vacation Destinations on arrival and departure are on a group basis, by coach, van or taxi, in conjunction with specified Vacation Destinations sold with Vacation flights. Members arriving or leaving independently (that is, members not part of the Vacation flights), must transfer at their own expense. No refund is made for unused transfers.

**ITINERARIES AND TIMETABLES** Itineraries and timetables are provisional and subject to change without notice.

**We cannot accept responsibility for transport delays, changes, delays or cancellations resulting from Acts of God, weather, traffic, airport conditions, strikes, decision of the air carrier or other causes, nor liability for additional expenses or loss of vacation time resulting therefrom which you may incur.** Please refer to the Vacation Contract section.

## MAJOR CHANGES

This brochure is prepared months in advance and, occasionally, an advertised facility is either modified or not available. Sometimes even after confirming your booking, we may have to make changes to your holiday arrangements. Most changes will be minor, however, occasionally, we must make a major change to your holiday prior to your departure. We will notify you or your Travel agent as soon as possible and offer you comparable alternate travel arrangements at another Vacation Destination in the following cases: if your scheduled departure is cancelled or your scheduled departure or return is delayed or advanced by 24 hours or more, (unless the delay results from mechanical problems that relate to the mode of transportation, safety considerations, the weather, a strike or force majeure); or, where applicable, if the Club Med 2 sailing vessel is changed; or if the accommodation or standard of accommodation is changed; or if the total price of the travel services you have booked with us is increased by more than 7%, (unless the increase results from government taxation or a fuel surcharge allowed by the National Transportation Agency with respect to air travel services); transportation routing is altered and there is not enough time for you to obtain travel documents from authorities before departures ("**Major Changes**"). Should you find the alternate arrangements we offer to be unacceptable, you are entitled to a full immediate refund, without any cancellation fees being charged by ourselves or any further compensation.

**CONNECTIONS** Club Med Sales Canada Inc. assumes no responsibility should you miss your Vacation flight due to weather or traffic conditions, or late arrival of your connecting flight, or for any other reason beyond its control. If you arrange your own transportation, you should allow sufficient time (minimum 3 hours, preferably overnight) to take into account delays or possible cancellations. **Club Med Sales Canada Inc. is not responsible for any promotional or commercial fare differentials or penalties incurred by you due to cancellations or revisions of Vacation flights.** Please note that your vacation days include travel time in both directions and that package prices are based on the number of nights.

## AIR CARRIERS/ SUBSTITUTION OF AIRCRAFT

We use a variety of government approved air carriers in conjunction with our programs. Please check with your travel agent, or us, for specific details. **Important: Club Med reserves the right to change airlines and aircrafts without notice.** Such changes shall not create a right to cancellation,

refund or compensation. Single plane service is not guaranteed, and the aircraft may make additional stops. See list of airline companies Club Med Sales Canada Inc. uses at page 108 in the "Airlines" section.

## TRAVEL & RESERVATION INFORMATION

**HOW TO RESERVE** In order to make a booking, full names, home address and birthdates are required. Once a booking has been made, it is assigned a file number. A deposit (and a membership fee) showing this file number, plus the members full name and address, must be received by us no later than the date specified at the time of booking, in order to avoid automatic cancellation. Minor children (under 18 yrs of age) must be accompanied by a parent or legal guardian (30 yrs and older) on all Vacations and meet legal entry requirements for the country visited. There should be at least one guardian per three minors.

**HOW TO PAY Deposit:** A 25% per person deposit, plus membership fees, (see Specific Conditions) are required for all Vacation Destinations. Current membership, with file number, should be indicated if applicable. An invoice, membership card and Holiday Insurance information will be sent upon receipt of deposit.

**Full payment and documents:** Full payment is required 45 days prior to departure. Final documents are issued upon receipt of full payment only. The sending of documents is not guaranteed if full payment is not received in time. Bookings will be cancelled, with penalties, if payment is not received by the specified dates. Also, administrative fees of \$25 will be charged for returned cheques, and changing form of payment. A service charge of \$20 will be assessed for all final documents sent by courier.

**Form of payment:** In order to speed the processing of deposits and final payments, the following information must be clearly stated.

**CHEQUES/DEPOSIT OR FULL PAYMENT:** We request that all bookings be paid by certified cheque or money order. The file number must be clearly shown on payment. Payments by cheques are accepted up to 14 days prior to departure. **Within 14 days, only credit card payments are accepted.**

**CREDIT CARDS:** Club Med accepts only American Express, Visa and MasterCard. For payment by phone, please have ready the credit card to be used, its number and expiration date and credit cardholders name, as on card. In the event that the member and cardholder are not one and the same person, the cardholder's signature will have to be forwarded to Club Med Sales Canada Inc. before the reservation may be accepted. Your authorization to use your credit card number for deposit and/or final payment indicates your acceptance of our booking terms and conditions, whether or not you have actually signed the appropriate credit voucher or sales draft.

**GROUPS:** Deposit and payment may vary for groups. Please contact your Travel Agent or Club Med Sales Canada Inc. for additional information.

**TRAVEL AGENTS** Travel agents are independent and not part of the Club Med organization. Any Vacation which a travel agent may book must conform with the reservation procedures of Club Med Sales Canada Inc. in order for Club Med to be bound by such bookings.

**We will not be responsible for or be bound by any misinformation or misrepresentation of travel agents (see "VACATION CONTRACT" section below).**

**Travel agents are authorized to provide only information that is contained in this Brochure and in other written documents published by Club Med and issued to members or travel agents. Travel agents who reserve your Vacation are obliged to remit a copy of this Brochure to you.** Any question you may have concerning your Vacation should be directed to your travel agent.

## PAYMENT INFORMATION FOR THE TRAVEL AGENT:

MCOs are not accepted as a form of payment. Please remit payments by either cheque or credit card. **Credit card payments** should first be called in and are accepted by Fax utilizing a UCC (Universal Credit Charge) form. **Cardholders signature must always be on file with the travel agent. The agent is solely responsible for the authenticity of the credit card and its signature and where the cardholder and the travelling member are not the same person, for verifying the authorization of the cardholder to pay for the member and to confirm the identity of the parties.** In the event that a card holder refuses to honour a charge due to absence of the signature, the travel agency will be held responsible for the payment of the reservation.

For cheque payments, cheque guarantees should first be called in and be sent within 48 hrs to:

Club Med Sales Canada Inc.  
Tower 2, Place Alexis-Nihon, Suite 1500  
Montreal, Qc H3Z 3C1

It should also include the file number, full names of people travelling, Vacation Destination, date of departure and birthdates. Club Travel documents will only be issued upon receipt of actual cheque payment. **For bookings made less than 14 days of departure date, only Credit Card payments are accepted.**

#### **TRAVEL DOCUMENTS FROM AUTHORITIES**

Proof of citizenship, passports, visas, tourist cards and inoculations, where required, are your responsibility. Club Med Sales Canada Inc. shall not be responsible in the event boarding or entry is denied or if cancellation fees and/or additional expenses are incurred due to your lack of required travel documents. We strongly recommend that you travel with a valid passport. Specific requirements apply to non-Canadian citizens.

Special requirements may govern your travel outside North America. Some countries of destination and air carriers may require that persons between 18 and 21 years of age who are traveling independently have a written parental permission to travel or that a single parent who is traveling with a child have a solemn declaration or affidavit signed by the other parent authorizing the child to travel with the single parent. This also applies to minors traveling with someone other than a parent.

Please confirm what are your travel document requirements with the appropriate government authority, embassy, consulate or tourist information authority prior to departure.

### **VACATION CONTRACT**

We, Club Med Sales Canada Inc., are the sales agent for the Club Med Vacation which you have booked. We do not own, manage, control or operate any transportation vehicle, hotel, Club Med resort, cruise ship, restaurant or other supplier of services. Depending upon your chosen destination, your Vacation Destination is provided by one of the following (the "Operators") - by Club Med, Inc., Club Med Amérique du Nord, S.A.S., Club Méditerranée S.A. or some of their subsidiaries or affiliates.

**1. Governing Agreements:** Your Vacation is subject to: a) the terms and conditions contained in the Club Med (Trident) Brochure, Canadian Edition, governing the period of your Vacation or contained in any other written or on-line material published by the Operators and issued to you; b) the rules in force at each Vacation Destination; c) (for cruise Vacations aboard the Club Med 2) your contract of passage with the Carrier and the rules of the master and Operator while aboard ship; d) the contract between yourself and the air carrier; e) the local laws of the country of your Vacation Destination and f) rules of regulatory agencies which govern your Vacation.

These terms, conditions and rules, constitute the entire agreement concerning your Vacation. Neither we nor the Operators will be bound by any representations (whether allegedly made by us or by a travel agent) unless they are contained in the above documents or confirmed elsewhere in writing.

Where you arrange your own transportation to a Vacation Destination, you alone are responsible for your arrangements and all matters connected to your transportation and transfers.

**2. Sport and Activities:** You are not obliged to participate in activities. Sports and similar activities intrinsically involve risk of physical injury greater than that encountered in daily life. When you participate in sports and other activities and use the Operators facilities at your Vacation Destination, you do so at your own risk. You must exercise all necessary care and caution, having regard to the nature of the activity, the terrain or location, climate, co-participants or other circumstances.

**3. Alcoholic Beverages:** The Operators reserve the right to refuse the sale and/or service of alcoholic beverage in accordance with Operators' policies and the applicable legal age limitation of the country in which the Village is located. The Operators reserve the right to limit or deny the member's right to bring alcoholic beverages to the Villages for consumption on the Village premises.

**4. Itinerary or Program Changes:** The Operator reserves the right to withdraw, close, or modify tours, itineraries, specific programs, sports activities or facilities (including restaurants) at any time and without notice, without your being entitled to any compensation.

**5. Special requests:** Special requests, for example, room locations, bed preferences, in-flight meal or seating requirements, sky cots cannot be guaranteed by Club Med Sales Canada Inc.

**6. Services provided by others:** Other parties provide transportation, transfers by air, water or land, other travel arrangements and accommodations (excluding accommodations at your Vacation Destination), sightseeing, excursions and certain other services (such as golf, deep-sea fishing, horseback riding, etc.). We and the Operators act

solely as agents or distributors for the suppliers of those services.

**7. Excursions and Tours:** Excursions and Discovery Tours depend on local constraints and require a minimum number of participants. We reserve the right to cancel if minimum number of participants is not met.

**8. Waiver, limitations of liability and claims:** To the extent permitted by law, we, Club Med Sales Canada Inc., and the Operators are not liable for any accident, injury, illness, property damage, loss of work or vacation time resulting from (a) your participation in any sport or activity or use of any facility at your Vacation Destination; (b) acts of other Club Med vacationers or third parties; (c) cancellations or changes of itinerary or schedules by us or the Operators or by suppliers of services; (d) breakdown of any vehicle or equipment, strikes, theft, fault or negligence of any supplier of services; (e) fault or negligence of any air, water or land carrier or others who supply transportation or provide related services.

However, the above waiver and limitation of liability will not apply to material bodily or moral injury caused to you through the intentional fault or gross negligence of Club Med Sales Canada Inc.

Partly because of the manner in which your Club Med vacation is organized (including, particularly, the location of Villages outside of Canada and the regular rotation of Village staff), you agree that: (a) you must make any claims relating to your Vacation within 60 days after your Vacation (claims must be in writing and sent within this delay by registered or certified mail to Club Med Sales Canada Inc., Tower 2, Place Alexis-Nihon, Suite 1500, Montreal, Qc, H3Z 3C1); (b) any legal proceedings you may take against Club Med Sales Canada Inc. must be brought exclusively in the judicial district at either Montreal or Toronto where we booked your Vacation and where we, Club Med Sales Canada Inc., have our offices in Canada, regardless of where you or your travel agent reside; (c) the laws of the country of your Vacation Destination in some cases: may limit your recovery; may govern the outcome of your claim; and may have jurisdiction over legal proceedings against some of the Club Med Operators, none of which are resident in Canada; and (d) under no circumstances shall you claim from ourselves or the Operators an amount in excess of the cost of the Vacation we invoiced to you or any amount for consequential, indirect or additional damages and expenses you may incur.

**YOU UNDERSTAND AND ACCEPT THAT YOU SHALL LOSE AND FORFEIT YOUR CLAIMS IF YOU DO NOT COMPLY WITH THE ABOVE REQUIREMENTS.**

### **THIS BROCHURE**

The chart, "Activities at-a-glance", is enclosed as a handy guide. For more information please refer to the inside text or the Club Med website: [www.clubmed.ca](http://www.clubmed.ca).

**Please note that prices, departure dates, itineraries and programs and all other information contained in this Brochure are subject to change and to regulatory body approval and apply only to sales made through Club Med Sales Canada Inc. in Canada. Please also note that printing errors may occur.**

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This brochure replaces the previous 2009 Brochure.

#### **The program in this brochure:**

- Applies to travel between November 2009 and October 2010.
- Covers bookings made from July 20, 2009 and is valid until the later of August 19, 2010 or publication of our subsequent 2011 Brochure.

Quebec licensee permit number 701881 and 800345.