



## terms & conditions

**Arrival and Departure Times:** Check-in is at 3:00pm. However, when arriving at a snow village on any other day than the main arrival day or for short stay packages, check-in is at 5:00pm. Your room may not be immediately available upon your arrival. Check-out time is 9:00am. Members may request a late check-out time at the village, but it is not guaranteed. Note that your vacation package includes travel time in both directions: package prices are based upon the number of nights in your stay.

**Children:** Children's age and rate are determined by date of travel, not date of reservation. Children under the age of 6 must be lodged in the same room as their parents. During school holiday periods, a greater number of families with children may be present in villages, except villages for adults.

**How to Book a Club Med Vacation:** Reserve your vacation through your travel agent or call 1-800 CLUB-MED. Hearing impaired call 888-216-0673. Or visit our website at <http://www.clubmed.com> for more information.

**Forms of Payment:** Checks: All checks must clearly indicate the member number, confirmation number, full name, address and phone number of travelers, village and date of departure, as well as birth date of children under the age of 18. Make checks payable to Club Med Sales, Inc.

Send to: Club Med Sales, Inc. P.O. Box 347258 Coral Gables, FL 33234-7258	Express Mail Address: Club Med Sales, Inc., Attn: Accounting Department 75 Valencia Avenue Coral Gables, FL 33134
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We will accept checks for retailers and agencies outside D-21. Certified checks, cashiers checks, money orders or wire transfers are accepted between D-21 and D-14 via express mail. (See prior address.) The only acceptable form of payment at D-14 is a credit card. Credit Cards: We accept Visa®, MasterCard® and American Express®, and Discover® Cards. Club Med reserves the right to charge administrative fees for a returned check, transfer of funds, or for a change in the form of payment.

**Deposit/Payment Terms:** DEPOSIT: A deposit of 25% per person, plus membership fees, must be received within the time specified at the time of booking in order to confirm your booking and avoid automatic cancellation.

**FINAL PAYMENT:** Final payment is due 45 days before departure. If a booking is made within 45 days of departure, full payment will be required at time of booking. Failure to receive a final payment on time will subject the booking to cancellation and the imposition of cancellation charges. Certain airfare or special booking promotions may be required to be paid in full at time of booking.

**For travel agents only: Phone Orders:** Please obtain cardholder's signature for authorization. To avoid duplicate charges to cardholder's account, do not issue a UCC or SST backed by credit card when payment is authorized by phone. Cardholder's signature must be on file.

**Documents:** Documents, including the final voucher and airline tickets, will only be issued upon receipt of final payment. Delivery of documents is not guaranteed if final payment is not received in a timely manner.

**Membership:** Annual membership fees of \$55 per adult and \$25 per child are additional.

**Cancellation Charges:** 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 for all travel after November 1, 2004.

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%

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

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. One time substitutions within the same room may be accepted, except during holiday periods, subject to a \$50 fee and any airline ticketing fee and/or ticketing restrictions. Please inquire for additional details. 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.

**Groups:** Deposit, payment and cancellation charges may vary for groups. Please contact your travel agent or Club Med Groups Dept. at 1-800-453-2582 for additional information.

**Travel Documents:** Proof of citizenship, passports, visas, tourist cards, health recommendations and inoculations (where required) and compliance with customs regulations are the responsibility of the member. Club Med Sales, Inc., shall not be responsible if boarding or entry is denied or delayed or if cancellation charges are imposed or additional costs incurred as a result of the failure to provide required travel documents. All information should be confirmed directly with the appropriate government consulate or tourist office in advance of departure. If a birth certificate is being used, please make sure it is an original or certified copy with raised seal, and bring an additional government issued picture I.D. (such as a driver's license).

**Unaccompanied Minors:** Minors must be accompanied by a parent or legal guardian. Special requirements may apply in the event a minor is traveling with a guardian or with only one parent, including but not limited to notarized parental permission. There may be special requirements and restrictions for groups of minors traveling such as chaperone ratios, damage deposits and other requirements. Please inquire for more information. Special requirements for Children Traveling To Mexico: Minors under 18 years of age must travel with the consent of both parents. If minor is traveling with only one parent, that parent must hold a notarized letter of consent from the absent legal parent or a copy of the legal document giving that parent sole custody. If one parent is deceased, a copy of the death certificate is necessary. If minor is traveling without legal parents, a notarized letter of consent must be submitted and signed by the legal parents.

**Alcoholic Beverages:** Operators reserve the right to refuse the sale and/or service of alcoholic beverages in accordance with Operators' policies and the applicable legal age limitation of the country in which the village is located. 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.

**Sport Programs:** Members are not obligated to participate in activities or sports programs. Sports and other similar activities intrinsically involve risk of physical injury greater than that encountered in daily life. When a member participates in a sports program or similar activity and uses the Operators' facilities during the Vacation, 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, location, climate, co-participants and other circumstances. Member must ensure that that he or she is physically fit to participate in such activities. Operators reserve the right to exclude members from participating in certain activities, if in the sole discretion of Operator or its medical personnel, such participation could present a risk to the member or others.

**Liability:** Club Med Sales, Inc., is the sales agent for Club Med vacations (the Vacation). We do not own, manage, control or operate any transportation vehicle, hotel, Club Med resort, cruise ship, restaurant or other supplier of services. The Club Med portion of your Vacation is provided by Club Med, Inc., Club Med Amerique du Nord, SAS, Club Mediterranee S.A. or certain of their subsidiaries or affiliates (collectively, the Operators). Other independent third parties provide transportation, transfers and accommodations, sightseeing excursions and certain other services (such as golf, deep-sea fishing, horseback riding, etc). Such parties are independent contractors and not employees or agents of Club Med Sales, Inc., or the Operators. All arrangements with such independent contractors are made solely for your convenience and are at the member's risk. Members release Club Med Sales, Inc. and the Operators from and against any claims for loss or damage to baggage or property, or for personal injuries or death, or for any loss from delay arising out of the acts, omissions or negligence of any independent contractors, such as air carriers, hotels, excursion providers, restaurateurs, transportation providers, or medical personnel.

Each member agrees to indemnify Club Med Sales, Inc., and the Operators for all penalties, fines, charges, losses or expenses incurred by virtue of any act, omission or violation of law by the member. Each member, or if a minor, his or her parent or guardian, shall be liable to and shall reimburse the Operator for all damage to the village and its furnishings or equipment, caused by any willful or negligent act or omission on the part of the member.

Neither Club Med Sales, Inc., the Operators of the Vacations nor their agents, servants, or employees, nor your travel agent assume responsibility for any claim, action, cause of action, injuries, losses or damages arising from the actions of third-party contractors supplying services on the Vacation, including but not limited to, reservations, transportation, hotel, food, or sightseeing services, failure of aircraft or water craft, or any other means of transportation, missed connections, lost or stolen items, costs or expenses arising out of injury, gambling losses, accident or death, quarantine, disturbance, government restrictions or regulations, damage, loss or delay of baggage or other property, inconvenience, loss of enjoyment, loss of pay, disappointment, mechanical breakdown, government actions, strike, lockouts, war, terrorism, weather, acts of God, force majeure or other factors or causes beyond our control.

**Personal Property:** Under no circumstances may dangerous articles such as controlled substances, firearms, explosives, cylinders containing compressed air or combustible substances be contained in any baggage or brought into any Club Med village. The Operators reserve the right to refuse to permit any member to bring on the Vacation any item that the Operators deem inappropriate. No animals are permitted (with the exception of service animals for members with special needs.)

Please note that safekeeping facilities in many villages may be limited. Members should limit the number of valuable items brought to the villages. Property lost or stolen must be reported immediately to the Reception Desk or to a designated Club Med employee prior to leaving the Customs area. The liability of Club Med Sales, Inc., and the Operators for property lost, damage or stolen shall be limited to \$500 or in accordance with the local law of the resort, whichever is less.

**Itinerary or Program Changes:** The Operators reserve the right to withdraw or modify villages, tours, itineraries, programs, sports activities or facilities at any time without notice and without liability. During local or national holidays, certain facilities such as museums, sightseeing tours or shopping may be limited. In the event of force majeure, including but not limited to strikes, lockouts, riots, weather conditions, mechanical difficulties or for any other reason whatsoever, Club Med Sales, Inc., and the Operators may at anytime and without prior notice, cancel, advance, postpone or deviate from any vacation package and shall not be obliged for any loss whatsoever to any member by reason of such cancellation, advancement, postponement, deviation or substitution.

**Refusal of Travel:** A member may be asked to leave a village or deplane at any time without refund if (i) the member is unfit for travel (ii) a risk or danger to himself or herself or (iii) a disturbance or danger to others. In such event, the member shall not be entitled to any refund, and the member shall be responsible for all lodging, meals, return transportation or other expenses incurred.

**Claims:** You agree that (i) any claims relating to Vacations are null and void unless made in writing and sent via certified mail, return receipt requested, to Club Med Sales, Inc., Membership Services, 75 Valencia Avenue, Coral Gables, FL 33134 within 60 days after your vacation; (ii) legal proceedings are time-barred if not brought within one (1) year after the commencement of your Vacation; (iii) any contractual dispute between the member and Club Med Sales, Inc., shall be litigated, if at all, in and before a court located in Miami, Florida, to the exclusion of the courts of any other state, territory or country; (iv) the laws of the countries where the villages are located may govern the disposition of your claim and in some cases may limit your recovery and damages.

**Photograph:** Club Med Sales, Inc., and Operators have the exclusive right to include photographic, video and other visual portrayals of member in any pictorial medium of any nature whatsoever for the purpose of trade, advertising, sales, publicity or otherwise, without, any further compensation therefore and all rights, title and interest therein (including all worldwide copyrights therein) shall be Club Med Sales, Inc., and Operators property.

**Errors:** Although every effort is made to ensure accuracy at the time of printing, Club Med Sales, Inc., is not responsible for typographical errors or omissions. The information in this brochure supercedes all prior written material. Club Med Sales, Inc., is not responsible for verbal misquotes.

**PROGRAM DATES:** The programs described in this brochure are valid from December 2004-December 2005.

**Trademarks:** Club Med, Club Méditerranée, the Trident logo, Baby Club Med, Petit Club Med, Mini Club Med, G.O., Family Escape, and Wild Card are trademarks owned by Club Méditerranée S.A. and registered in the United States Patent and Trademark Office.

## Flight Information

For those members selecting Vacation packages which include air arrangements made by Club Med Sales, Inc., (e.g. Land/Air packages or Zone City packages) please also note the following information:

**Flight Confirmation:** All flight times are subject to change. Members are requested to verify departure time the week of departure. For scheduled air, please call the airline directly. For Club Med charters, please call the airline directly or 1-800 CLUB MED. Flight type will be indicated on your travel documents.

**Check-in:** For domestic flights, members are required to check in at least 2 hours in advance. International flights require check-in at least 3 hours prior to scheduled flight time. Allow for sufficient time to check in and pass through security and between connections to take into account delays or cancellations. Check-in times are subject to change—please make sure that you allow sufficient time to pass through all security checkpoints.

**Baggage:** The air carrier allows each passenger to bring on the flight 2 normal sized suitcases, neither piece larger than 62 inches total (L-H-W) dimensions, the combined weight of which may not exceed 70 pounds. Any excess baggage is subject to a surcharge and all baggage must have outside bag tags for identification. Club Med Sales, Inc., is not responsible for lost, stolen, pilfered, delayed, or damaged baggage. All claims must be made directly to the company engaged in the conveyance of such baggage. The carrier's liability on domestic U.S. flights is limited to \$2,500.00 per passenger total for checked and unchecked baggage. Liability for international flights is approximately \$9.07 per pound. Please refer to your carrier's documents for additional restrictions.

**Air Transportation:** Club Med Sales, Inc., reserves the right to select the air carrier, routing and city airport from each gateway city and further reserves the right to substitute charter or commuter flights for scheduled air service. In the event you are traveling on a charter flight, please see the Operator Participant Contract. Airfares used may be based upon capacity-controlled as well as contract, promotional, non-refundable or group fares; therefore, airline tickets are highly restricted and are non-endorsable, non-transferable and may be non-refundable. Air rates on scheduled service are subject to limited availability and certain restrictions; all routes are subject to change without notice. Land price subtracted from the package price does not necessarily reflect the true air cost. Single plane service is not guaranteed and the aircraft may make additional stops.

**Transfers:** Transfers between airports and villages are on a group basis, either by coach, van or taxi (at the selection of the Operators). Members who have arranged their own air transportation must transfer at their own expense.

**Government Taxes and Fees:** "Government per-person taxes and fees" may include any and all fees, charges and taxes imposed by U.S. and/or foreign governmental or quasi-governmental authorities, including but not limited to passenger facility charges (PFCs), departure taxes, security taxes, and surcharges, airport service charges and government inspection fees. Current taxes and fees range as follows: PFCs (\$3.00 to \$18.00), U.S. departure/arrival taxes and fees of up to \$60, domestic tax of 7.5%, destination arrival/departure taxes and fees (\$15 to \$60) and a \$2.50 September 11th security fee (per enplanement). Club Med Sales, Inc., reserves the right to collect any increases in such taxes and fees, or any new taxes and fees which may be in effect at time of departure even if the price has already been paid in full.

## For Charter Participants

For all members traveling on Club Med charter flights, the following additional information applies: AN OPERATOR/PARTICIPANT CONTRACT MUST BE SIGNED BY ALL CHARTER PARTICIPANTS AT TIME OF MAKING PAYMENT. For charter participants who pay by credit card, an operator participant contract will be forwarded out to you within three days. Please sign and immediately return the Operator Participant Contract. Failure to timely return the Operator Participant Contract may result in cancellation of your booking.

After a Club Med Sales, Inc., reservation is made, you or your Travel Agent will receive an Operator/Participant Contract, which will include the following information, in addition to the terms and conditions set forth on your travel voucher and this brochure.

**Responsibility:** Club Med Sales, Inc., is the principal and is responsible for all services and accommodations offered in connection with the charter flight; provided, however, that, in the absence of negligence on our part, we are not responsible for personal injury or property damage caused by the air carrier, hotel, or other suppliers of any services being offered in connection with the charter. Neither Club Med Sales, Inc., the Operators nor their agents, servants, or employees, nor your travel agent assume responsibility for any claim, action, cause of action, injuries, losses or damages arising from the actions of third-party contractors supplying services on the Vacation, including but not limited to, reservations, transportation, hotel, food, or sightseeing services, failure of aircraft or water craft, or any other means of transportation, missed connection, lost or stolen items, costs or expenses arising out of injury, gambling losses, accident or death, quarantine, disturbance, government restrictions or regulations, damage, LOSS OR DELAY OF BAGGAGE OR OTHER PROPERTY, INCONVENIENCE, LOSS OF ENJOYMENT, LOSS OF PAY, DISAPPOINTMENT, MECHANICAL BREAKDOWN, GOVERNMENT ACTIONS, STRIKE, LOCKOUTS, WAR, TERRORISM, WEATHER, ACTS OF GOD, force majeure or other factors or causes beyond our control. The total responsibility for the operation, maintenance, and scheduling of transportation for the Vacation rests with the third party contractors providing these services. Club Med Sales, Inc., shall not be liable for any damage, loss, delay or expense incurred during the time passengers are embarked on any aircraft, watercraft or land vehicle operated by any third-party contractors.

**Air transportation:** Flights are Public Charters. The charter operator is Club Med Sales, Inc. Club Med Sales, Inc., uses licensed FAA-approved international domestic and charter airlines, as indicated on your air tickets or travel vouchers. The type and capacity of the aircraft used include, but are not limited to, B737 (215 seats), B727 (172 seats), MD80 (133 seats) and ATRs (58 seats). Charter airlines include, but are not limited to, Alaska Airlines, American Airlines, American Eagle, America West, A.T.A., Continental Airlines, Miami Air International, and North America Airlines. Please check with Club Med Sales, Inc., or your travel agent for specific details. The charter operator reserves the right to substitute scheduled air service when necessary, at no additional cost and at comparable departure times based on participation in the charter program. Passengers will be notified of any such decision no less than 10 days prior to departure, and may either accept the scheduled service or request a full refund. Club Med Sales, Inc., and the airline reserve the right to substitute another air carrier or to change the aircraft type or capacity, and do not guarantee single plane or non-stop service. No refund will be given for such substitutions or changes.

**Security agreement:** Your payments are protected by a Letter of Credit obtained from Wachovia Bank. UNLESS YOU FILE A CLAIM WITH US, OR IF WE ARE NOT AVAILABLE, WITH THE SECURER WITHIN 60 DAYS OF THE COMPLETION OF THE CHARTER (OR IN THE CASE OF CANCELLATION, THE INTENDED DATE OF THE RETURN FLIGHT), THE SECURER WILL BE RELEASED FROM ALL LIABILITY TO YOU UNDER THE SECURITY AGREEMENT.

**Cancellation and refunds:** Except for Major Changes, as described below, no refund will be made for any accommodations or services included in the price which you voluntarily do not use, nor is the price or value of unused travel services exchangeable for alternative agreements. IF YOU CHANGE OR CANCEL YOUR RESERVATIONS, YOUR RIGHT TO RECEIVE A REFUND IS LIMITED – please see the cancellations terms set forth in the brochure.

**Major changes:** IF WE MAKE A MAJOR CHANGE PRIOR TO DEPARTURE, YOU HAVE THE RIGHT TO CANCEL AND RECEIVE A FULL REFUND. The following are major changes: (1) A change in the origin or the destination city in the Vacation package, unless that of change affects only the order in which cities in the tour packages are visited; (2) A substitute change results from a flight delay experienced by the air carrier (if delay is longer than 48 hours, it will be considered a major change. No compensation or refunds will be issued for flight delays of less than 48 hours); (3) A price increase of more than 10 percent occurring before departure. If a major change must be made in the program, we will notify you within 7 days after first learning the change, but in any event at least 10 days prior to the scheduled departure. If less than 10 days before the scheduled departure we become aware that a major change must be made we will notify you as soon as possible. WITHIN 7 DAYS AFTER RECEIVING NOTIFICATION OF A MAJOR CHANGE, BUT IN NO EVENT LATER THAN DEPARTURE, YOU MAY CANCEL YOUR RESERVATION AND YOU WILL RECEIVE A FULL REFUND WITHIN 14 DAYS AFTER CANCELING. If a major change occurs after departure of the flight which you are unwilling to accept, we will refund, within 14 days after your scheduled return date, that portion of your payment which applies to the services not accepted. IF WE MUST CANCEL THE CHARTER WE WILL NOTIFY YOU WITHIN 7 DAYS OF THE CANCELLATION, BUT IN NO EVENT NO LATER THAN 10 DAYS BEFORE THE SCHEDULED DEPARTURE DATE. We have no right to cancel the charter less than 10 days before departure, except for circumstances that make it physically impossible to perform the charter trip. If the charter is canceled, we will make a full refund to you within 14 days after cancellation.