

## CLUB MED'S "MY MICHEs GETAWAY" SWEEPSTAKES

### OFFICIAL RULES APPLICABLE TO ENTERING THE SWEEPSTAKES

NO PURCHASE OR MONETARY CONSIDERATION NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED BY LAW. ENTRY IS FREE.

#### 1. SPONSOR

The Club Med "MY MICHEs GETAWAY" sweepstakes ("**Sweepstakes**") is administered and sponsored by Club Med Sales, Inc, 6505 Blue Lagoon Drive, 225, Miami, Florida 33126 United States of America ("**Club Med**").

#### 2. AGREEMENT TO OFFICIAL RULES

By entering the Sweepstakes, Entrants (as defined below) agree to be bound by the following general conditions ("**Official Rules**") and Club Med's decisions, which are final and binding in all matters relating to the Sweepstakes. Winning the prize is contingent upon fulfilling all requirements set forth herein.

#### 3. SWEEPSTAKES DATES

The Sweepstakes runs from January 24, 2019 at 12:01 AM EST until July 26, 2019 at 11:59:59 PM EST ("**Sweepstakes Period**") and is subject to the Official Rules. Club Med's servers are the official time-keeping device for the Sweepstakes.

#### 4. ODDS OF WINNING

Odds of winning the prize depend on the number of eligible entries received during the Sweepstakes Period. One (1) entry per person during the Sweepstakes Period. Any attempt or suspected attempt to submit more than one entry and/or to obtain more additional participations than permitted by using multiple e-mail addresses or a pen name, or any use of robotic, automatic, programmed or any entry methods not authorized by these rules shall be deemed as tampering and will void all of your entries.

#### 5. WHO CAN ENTER

The Sweepstakes is open to all legal residents of the fifty (50) United States (including the District of Columbia) who have reached the age of majority in accordance with the laws of their residence at the time they enter the Sweepstakes.

Employees, agents and representatives of Club Med , and/or of any of Club Med's or respective subsidiaries, affiliated companies, controlling corporations, advertising or promotion agencies, sponsors, suppliers of materials, prizes and services related to the

Sweepstakes, or any other person directly associated with the organization of the Sweepstakes, as well as members of their immediate families (father, mother, brothers, sisters, children), their legal or common law spouse, and any persons residing with these employees, representatives and agents are not eligible to participate.

## **6. HOW TO ENTER**

NO PURCHASE NECESSARY. There is one (1) way to electronically enter the Sweepstakes and one (1) alternative method of entry.

### **(1) ELECTRONIC METHOD OF ENTRY**

- 1) Log in on the Website <https://www.mymichèsgetaway.com>
- 2) Complete the Registration Form, by entering all the required personal details (first name, last name, email address and mailing address) ;
- 3) You may then, by opting in, agree to the following statement:
- 4) I would like to be informed about Club Med's latest news and offers."
- 5) You must then, by opting in, agree to the following statement:
- 6) "Consent to Official Rules: I have read, understood and agree to the Official Rules of the Sweepstakes."
- 7) You must then click on the "Submit" button.

### **(2) ALTERNATIVE METHOD OF ENTRY**

You may also enter using the following method (the "**Alternative Method of Entry**"). On a hand-addressed 4"x6" postcard, print by hand, in block letters the following information: your first name, last name, address, e-mail address (if any), ("**Mail-in Entries**").

Mail the postcard to:  
Club Med Sales, Inc.  
My Michès Getaway Sweepstakes  
Att: Natalie Quincosa  
6505 Blue Lagoon Drive, 225  
Miami, FL 33126

All Mail-in Entries must be individually sent in a separate envelope with sufficient postage. All Mail-in Entries must be complete, legible, and received no later than July 26, 2019. Club Med is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due Mail-in Entries, which will be disqualified.

All participants who have duly completed and sent the Registration Form or who have duly completed and sent a Mail-in Entry shall be referred to collectively as the “**Entrants**” or individually as an “**Entrant**”. Entrants who register on-line and have an e-mail address must at all time use the same e-mail address. The use of more than one (1) e-mail address by an Entrant will result in automatic disqualification of that individual.

## **7. PRIZE**

Among all valid Registration Forms and Mail-in Entries and subject to the conditions below, **ONE (1)** single prize will be awarded, which shall consist of:

**ONE (1)** all-inclusive 7-night vacation package (the “**Vacation Package**”) for (2) adults and (2) children under the age of 16 (“**Travelers**”) staying in the same room at Club Med Michès Playa Esmeralda, Dominican Republic. The Vacation Package includes the following services and amenities:

- Travel must take place between January 1, 2020 and December 31, 2020. Black out dates apply. No alternate dates will be permitted to be selected by Winner;
- Meals, snacks, drinks and activities at the Resort as described in the Trident brochure applicable as of the travel date.
- The foregoing components collectively constitute the “**Prize**”.
- The total retail value of the Prize is approximately Five Thousand United States Dollars (USD \$5,000).

## **8. CONDITIONS APPLICABLE TO PRIZE**

The following conditions apply to the Prize:

- 1) The Vacation Package must be used between January 1, 2020 and December 31, 2020, blackout dates apply.
- 2) Unless explicitly included in the Prize description above, all costs, charges or expenses, including without limitation air transportation, all other traveling expenses, money allocation, all taxes (including income, airport, hospitality or other taxes if applicable), insurance, fuel surcharges, travel related fees and items of a personal nature, passports and other travel documents, meals and beverages, internet access charges, bar and wine charges, souvenirs, room service, gratuities and local and long distance telephone calls are the sole responsibility of the Winner (as defined below) and his/her guests. For further clarity and without limiting the generality of the foregoing, **the Prize DOES NOT INCLUDE:**
  - Air Transportation;
  - Transfers from Winner’s residence to departure airport and return;
  - Transfers from airport to Resort;
  - Baby Club Med and Petit Club Med;

- Green Fee Packages;
  - À la Carte Sports such as kitesurfing;
  - Babysitting and Pyjamas Club Med;
  - Club Med Spa;
  - Excursions;
  - Complimentary or optional insurance coverage;
  - Any additional charge linked to the trip;
  - Any extra in-flight charges (i.e: food, drink, entertainment);
  - Food, drinks, activities, excursions, tours and personal expenses, tips, and any other activity not included in the Trident brochure applicable at the booking date.
- 3) If guest of Winner is a child, child must be the child or legal ward of the Winner and/or of his/her adult guest(s). The children must be younger than eighteen (18) years old at the time of travel. If they are older, the Winner will have to pay the cost difference between the child's vacation package and the adult's vacation package (as detailed in the next condition).
  - 4) Travel arrangements shall be made by Club Med. Winner and his/her guest must travel together. Winner must give Club Med the name appearing on his/her passport or on his/her identification paper used to travel, as well as the name and contact information of his/her guests. Winner and guests are solely responsible for obtaining the documents necessary for their respective international travel (i.e. passport/visa). Once the arrangements are completed, no modifications will be accepted;
  - 5) No compensation will be awarded to the Winner or his/her guest if the actual value of the traveling expenses is less than the approximate retail value detailed hereinabove;
  - 6) If the Prize or any part of the Prize is not used, no compensation will be awarded to the Winner and/or his/her guests;
  - 7) The Prize may be accepted by the Winner in whole or in part. In the event that the Prize is accepted in part by the Winner, Club Med shall have no other obligation than to provide to Winner such accepted part of the Prize. Winner shall not be entitled to claim any part of the Prize that he/she has refused and Club Med's shall be released of any obligations pertaining to such refused part of the Prize;
  - 8) All accepted parts of the Prize must be used by the Winner during the same trip;
  - 9) All federal, state or local taxes are the sole responsibility of Winner and/or his/her guests. Winner must cooperate with Club Med in order to complete all applicable federal, state or local documentation pertaining to taxation;

10) No prize substitution or cash redemption allowed by the Winner. The Prize is not transferable. Club Med reserves the right to substitute a prize of comparable or greater value if any portion of the featured Prize becomes unavailable.

#### **9. RANDOM DRAW, WINNER NOTIFICATION AND SELECTION OF ALTERNATE WINNER**

The winner of the Sweepstakes will be selected in a computer generated random draw among all eligible Entrants who submitted a compliant Registration Form or Mail-in Entry before the end of the Sweepstakes Period (the “**Winner**”). The random drawing will be conducted by a representative of Club Med on or about March 1, 2018.

The selected Entrant will be notified by telephone and/or by e-mail within five (5) business days following the draw.

In the event the selected Entrant:

- 1) is unreachable by telephone or e-mail within fifteen (15) business days following the draw; or
- 2) does not or cannot reply within fifteen (15) business days of being notified; or
- 3) fails to comply with all the conditions in Section 10 below;

such selected Entrant will forfeit the Prize.

The forfeited Prize may be awarded to an alternate Winner in a random draw under the same conditions as aforementioned from all remaining eligible entries received for the Sweepstakes (the “**Alternate Winner**”). The same process will continue among the remaining Entrants until an Alternate Winner has been determined and qualifies.

#### **10. WINNER QUALIFICATION**

In order to be declared Winner, the Entrant selected pursuant to Section 9 above must meet the following conditions:

- 1) Compliance with these Official Rules and conditions for eligibility;
- 2) Complete and return to Club Med, within three (3) days of receipt, an affidavit or other document of eligibility, liability/publicity release and compliance with the Official Rules, confirming his/her compliance with the Official Rules, confirming its engagement to agree to and comply with all of Club Med’s and the Resort’s terms of use, releasing Club Med, and their respective subsidiaries, affiliated companies, controlling corporations, employees, agents, representatives, administrators and officers, advertising or promotion agencies, sponsors, suppliers of materials, prizes and services related to the Sweepstakes, or any other person directly associated with the holding of the Sweepstakes from all liability, and except where prohibited by law, permitting Club Med, and their representatives to use the selected Entrant’s name, photographs, likeness,

statement concerning the prize, place of residence, without compensation, in any publicity carried out by Club Med, and for any required disclosures without selected Entrant's consent ("**Winner's Declaration Form**");

- 3) For the purposes of the travel arrangements, the selected Entrant and his/her guest will be required to furnish photographic identification (the identification must contain the selected Entrant's and his/her guests' addresses and dates of birth) in the form of a government-issued document.
- 4) A declaration form similar to the Winner's Declaration Form must also be signed by the selected Entrant's guests or, if such guest has not reached the age of majority in accordance with the laws of such guest's residence, by such guest's legal guardian.

Failure of the selected Entrant to meet any of the above-mentioned conditions will result in the selected Entrant's automatic disqualification and loss of entitlement to his/her Prize. In such event, Club Med shall have the right to draw or select another Entrant as described in Section 9 until the Alternate Winner has been determined and qualifies.

#### **11. PRIZE DELIVERY**

Within fifteen (15) business days following the receipt of Winner's Declaration Form, Club Med will send to the Winner by e-mail the Resort reservation confirmation.

#### **12. RELEASES, LIMITATIONS OF LIABILITY AND DISCLAIMERS**

BY ENTERING THE SWEEPSTAKES, ENTRANTS AGREE TO BE BOUND BY THESE OFFICIAL RULES, AND AGREE TO RELEASE AND HOLD HARMLESS CLUB MED, AND THEIR RESPECTIVE EMPLOYEES, AGENTS AND REPRESENTATIVES, THEIR SUBSIDIARIES, THEIR AFFILIATED COMPANIES, THEIR CONTROLLING CORPORATIONS, ADVERTISING OR PROMOTION AGENCIES, SPONSORS, SUPPLIERS OF MATERIALS, PRIZES AND SERVICES RELATED TO THE SWEEPSTAKES, OR ANY OTHER PERSON DIRECTLY ASSOCIATED WITH THE HOLDING OF THE SWEEPSTAKES ("**RELEASED PARTIES**") FROM ANY AND ALL LIABILITY WHATSOEVER FOR LOSSES OR DAMAGES OF ANY KIND THAT RESULT FROM ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE OR FROM ENTRY OR ATTEMPTED ENTRY INTO THE SWEEPSTAKES. THE RELEASED PARTIES ASSUME NO LIABILITY FOR LOST OR MISDIRECTED ENTRIES, WHETHER DUE TO TECHNICAL OR COMPUTER MALFUNCTIONS OR OTHERWISE OR ANY OTHER TECHNICAL OR COMPUTER MALFUNCTIONS, FRAUD, OR OTHER ERRORS. CLUB MED RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO CANCEL, TERMINATE OR SUSPEND THE SWEEPSTAKES IN ITS ENTIRETY, IN THE EVENT THAT THE WEBSITE IS INFECTED BY A VIRUS, A SOFTWARE BUG, THE WEBSITE IS HACKED, UNAUTHORIZED HUMAN INTERVENTION OCCURS OR THE INTEGRITY, ADMINISTRATION, IMPARTIALITY OR NORMAL OPERATION OF THE

SWEEPSTAKES IS COMPROMISED IN ANY WAY. IF THE SWEEPSTAKES IS CANCELLED FOR ANY REASON, INCLUDING BUT NOT LIMITED TO THOSE STATED ABOVE, WINNER WILL BE DETERMINED VIA RANDOM DRAWING FROM AMONG ALL ELIGIBLE AND COMPLIANT ENTRIES RECEIVED UP TO THE TIME OF CANCELLATION. THE WINNER ACKNOWLEDGES THAT THE RELEASED PARTIES HAVE NEITHER MADE NOR ARE IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE PRIZE. ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF THE LAW. SHOULD SUCH AN ATTEMPT BE MADE, CLUB MED RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

### **13. GENERAL**

- 1) Entrants, by entering the Sweepstakes, agree to abide and be bound by the Official Rules and the decisions of Club Med, which are final and without appeal in all matters relating to the Sweepstakes including, without limitation, the eligibility and/or the disqualification of Registration Forms and Mail-in Entries. All Registration Forms and Mail-in Entries submitted become the exclusive property of Club Med and will not be returned.
- 2) The Registration Forms and Mail-in Entries are subject to audit by Club Med. Any Registration Form or Mail-in Entry that, depending on the case, is incomplete, fraudulent, copied, received late, discriminatory, defamatory, offensive, obscene, vulgar or against good morals or prejudicial to Club Med, their subsidiaries, affiliated companies, parent corporations, their employees, agents, representatives, directors and officers, their advertising and promotion agencies or any other person related in any manner whatsoever to Club Med will automatically be rejected and will not be eligible for the Prize.
- 3) The Prize must be accepted as described in these Official Rules, and may not be sold, transferred to another person, assigned, substituted for another prize, or exchanged in whole or in part for cash.
- 4) For the purpose of these Official Rules, the Entrant is the person whose name appears on the Registration Form or Mail-in Entry and, in case of confusion, who is the authorized account holder of the e-mail address indicated in the Registration Form or in the Mail-in Entry.
- 5) The use of any automated entry software or any other mechanical or electronic means that permits the participant to automatically enter repeatedly is prohibited.

- 6) The Entrants are hereby advised that tax implications may arise from winning the Prize and they should seek independent financial advice prior to acceptance of the Prize.

#### **14. PERSONAL INFORMATION RETENTION RULES FOR SWEEPSTAKES**

When entering the Sweepstakes, Entrants agree that their personal information collected by Club Med (“**Personal Information**”) shall be used in accordance with applicable laws in order for Club Med or its agent to contact the Entrants for the purposes of the Sweepstakes. By participating in this sweepstakes, the Entrant consents that Club Med may use Entrant’s name, mailing address, and email address for the purposes of managing Entrant’s participation and informing of exclusive offers from Club Med once the sweepstakes has ended.

Club Med has adopted the technical and organizational measures necessary to ensure the security of the Personal Information and prevent their alteration, loss, unauthorized processing or access, having regard to the state of technological development.

At any time you may revoke your consent and exercise your rights of objection, access, rectification and cancellation by addressing your notice to Natalie Quincosa - Marketing Dept., Club Med 6505 Blue Lagoon Drive Suite 225, Miami Florida 33126 USA. Please, for your convenience and to hold our databases up to date, kindly notify us of any change in your Personal Information.

#### **15. REQUESTS FOR OFFICIAL RULES AND INFORMATION**

To obtain any information about the Sweepstakes such as the name of the Winner, or obtain a copy of the Official Rules or for any complaints, you may send a self-addressed stamped envelope with your written request to Club Med:

“My Michès Getaway” Sweepstakes

Attn.: Natalie Quincosa

6505 Blue Lagoon Drive, Suite 225

Miami, Florida 33126

All complaints will be answered within a thirty (30) days period by mail or by e-mail, as specified in the complaint.

#### **16. DISPUTES, CHOICE OF LAW, CHOICE OF LANGUAGE AND SEVERABILITY**

As a condition of participation in this Sweepstakes, each Entrant agrees that any and all disputes that cannot be resolved between the parties, and all causes of action arising out of or in connection with the Sweepstakes shall be resolved individually, without resort to any form of class action, exclusively before a court located in the county of



Florida, in the State of Florida, having competent jurisdiction, which court shall apply the laws of the state of Florida, without regard to the conflicts of laws principles thereof. The Entrant and Club Med hereby waive any and all right to trial by jury. If any provision of the Official Rules is declared or found by a court of competent jurisdiction to be illegal, unenforceable or void, then such provision will be null and void but each other provision hereof not so affected will be enforced to the fullest extent permitted by applicable law.

**17. LANGUAGE**

In the event of a conflict between the English version of the Official Rules and any other versions in any other languages, the English version shall prevail.

**VOID WHERE PROHIBITED BY LAW**