

**“WIN A VACATION WITH COORS LIGHT” CONTEST**  
**OFFICIAL RULES**  
(the “Rules”)

**NO PURCHASE REQUIRED TO ENTER.**

**1. CONTEST PERIOD AND ORGANIZER.** The “WIN A VACATION WITH COORS LIGHT” Contest (the “Contest”) is organized and conducted by Couche-Tard Inc. (hereinafter the “Organizer”) and is sponsored by Molson Canada 2005 (hereinafter the “Sponsor”). The Contest opens on October 12<sup>th</sup>, 2021 at 00:00:01 a.m. Eastern Time (“EDT”) and closes on December 6<sup>th</sup>, 2021 at 23:59:59 p.m. EDT (hereinafter the “Contest Period”). The clock used by the Organizer will be used as the official clock to determine the date and time on which an Entry is received (such as defined below).

**2. ELIGIBILITY.** The Contest is open to anyone who legally resides in Quebec and has reached the legal age at the time of entry. The following individuals are not eligible to win a Prize (such as defined below): (a) officers, directors, shareholders, employees, agents and/or representatives of the Organizer and Sponsor or their subsidiaries, related companies, advertising agencies, licensees, franchisees, partners, retailers, distributors; (b) any employee or subcontractor of a provincial liquor board, beer distribution company, participating liquor license holder or liquor license holder authorized by such a board; (c) any other parties involved in the Contest; and/or (d) any immediate family member of individuals listed herein as well as any individual who lives with them under the same roof (whether they are a member of their immediate family or not). The expression “immediate family” refers to fathers, mothers, brothers, sisters, children, husbands, wives, spouses of individuals listed herein, regardless of where they live. The Contest is not available and is void where prohibited by law.

**3. HOW TO ENTER. NO PURCHASE REQUIRED.**

There are four (4) ways to enter the Contest for a chance to win Prizes (such as defined below).

**How to enter for a chance to win an Instant Prize:**

***(1) In-Store Entry***

To enter the Contest for a chance to win an Instant Prize, go to a participating Couche-Tard store (subject to product availability and while supplies last) during the Contest Period and purchase one (1) of the following Coors Light products (hereinafter “Participating Products”):

Coors Light	473ml	0-56327-18393-3
Coors Light	710ml	0-56327-18341-4
Coors Light	6 cans 355ml	0-56327-18323-0
Coors Light	6 cans 473ml	0-56327-00795-6
Coors Light	12 cans 355ml	0-56327-18325-4
Coors Light	20 cans 355ml	0-56327-00550-1
Coors Light	24 cans 355ml	0-56327-18324-7

Coors Light	30 cans 355ml	0-56327-18329-2
Coors Light	36 cans 355ml	0-56327-00433-7
Coors Light	40 cans 355ml	0-56327-00720-8
Coors Light	48 cans 355ml	0-56327-00792-5
Coors Light	60 cans 355ml	0-56327-00711-6

Consumers will find out if they have won a Prize (hereinafter, each an “**Instant Prize**” and collectively “**Instant Prizes**”) when the Participating Product is scanned at checkout, and a second coupon will be issued with the details (each an “**Instant Prize Entry**”). **Limit:** One (1) Instant Prize Entry per transaction including at least one (1) Participating Product during the Contest Period.

## **(2) No-Purchase Entry**

To enter the Contest for a chance to win a No-Purchase Instant Prize, write to us with your name, full address, city, province, postal code, telephone number (with area code), date of birth, and email address, and in at least 50 words, tell us why you would like to win an Instant Prize (each an “**Instant Prize Submission**”). Each Instant Prize Submission shall be original and substantially different, at the sole discretion of the Organizer. Send us your Instant Prize Submission during the Contest Period: (i) by mail stating “MOLSON COORS LIGHT Contest – Request for No-Purchase Instant Prize Entry” at this address: 4204 Industrial Blvd., Laval, (Québec), H7L 0E3; or (ii) by email stating “MOLSON COORS LIGHT Contest – Request for No-Purchase Instant Prize Entry” at [communaute@couche-tard.com](mailto:communaute@couche-tard.com). You will receive one (1) entry for each Instant Prize Submission request sent by mail or email and received by the Organizer during the Contest Period (each a “**No-Purchase Instant Prize Entry**” and collectively “**No-Purchase Instant Prize Entries**”). All Instant Prize Submissions shall be postmarked and received during the Contest Period. Once it has received your valid Instant Prize Submission, the Organizer shall make a transaction (no purchase required) on your behalf and send the issued checkout coupon to determine whether you are a winner to the email address specified in your Instant Prize Submission.

## **How to enter for a chance to win a Grand Prize:**

### **(1) In-Store Entry**

To enter the Contest for a chance to win a Grand Prize (such as defined below) during the Contest Period at participating Couche-Tard stores (subject to product availability and while supplies last), when purchasing one (1) Participating Product, consumers will receive a coupon with their receipt that includes a unique PIN (hereinafter, “**Unique PIN**”). Go to [www.concoursouchetard.com](http://www.concoursouchetard.com) during the Contest Period to access the Contest registration page or see the contest section in the Couche-Tard application, fill out all the mandatory fields on the registration form (hereinafter “**Registration Form**”), including your first and last name, date of birth, postal code, email address, telephone number with area code. Then enter your Unique PIN and confirm that you have read, understood, and accepted these Rules, as well as the Organizer’s privacy policy, and that you are 18 years of age or older by checking the box provided for that purpose; then click on “Send” (each a “**Unique PIN Submission**”). For each Unique PIN Submission, you will get one (1) letter of the word “CHILL” and one or more entries for Grand Prizes (each a “**Grand Prize Entry**” and collectively “**Grand Prize Entries**”):

- 1<sup>st</sup> Unique PIN Submission = 1 “C” letter = one (1) Grand Prize Entry;
- 2<sup>nd</sup> Unique PIN Submission = 1 “H” letter = six (6) Grand Prize Entries;
- 3<sup>rd</sup> Unique PIN Submission = 1 “I” letter = sixteen (16) Grand Prize Entries;
- 4<sup>th</sup> Unique PIN Submission = 1 “L” letter = thirty-one (31) Grand Prize Entries;
- 5<sup>th</sup> Unique PIN Submission = 1 “L” letter = fifty-one (51) Grand Prize Entries; and
- 6<sup>th</sup> and more Unique PIN Submission(s) = one (1) Grand Prize Entry.

**Limit:** One (1) Unique PIN Submission per day per person during the Contest Period.

## **(2) No-Purchase Entry**

To enter the Contest for a chance to win a No-Purchase Grand Prize, write to us with your name, full address, city, province, postal code, telephone number (with area code), date of birth, and email address and in at least 50 words, tell us why you would like to win a Grand Prize (each a “**Grand Prize Submission**”). Each Grand Prize Submission shall be original and substantially different, at the sole discretion of the Organizer. Send us your Grand Prize Submission during the Contest Period: (1) by mail stating “MOLSON COORS LIGHT Contest – Request for No-Purchase Grand Prize Entry” at this address: 4204 Industrial Blvd., Laval, (Québec), H7L 0E3; or (ii) by email stating “MOLSON COORS LIGHT Contest – Request for No-Purchase Grand Prize Entry” at [communaute@couche-tard.com](mailto:communaute@couche-tard.com). All Grand Prize Submissions shall be postmarked and received during the Contest Period. For each Grand Prize Submission, you will receive one (1) letter of the word “CHILL” and one or more Grand Prize Entries (each a “**No-Purchase Grand Prize Entry**” and collectively “**No-Purchase Grand Prize Entries**”):

- 1<sup>st</sup> Grand Prize Submission = 1 “C” letter = one (1) No-Purchase Grand Prize Entry;
- 2<sup>nd</sup> Grand Prize Submission = 1 “H” letter = six (6) No-Purchase Grand Prize Entries;
- 3<sup>rd</sup> Grand Prize Submission = 1 “I” letter = sixteen (16) No-Purchase Grand Prize Entries;
- 4<sup>th</sup> Grand Prize Submission = 1 “L” letter = thirty-one (31) No-Purchase Grand Prize Entries;
- 5<sup>th</sup> Grand Prize Submission = 1 “L” letter = fifty-one (51) No-Purchase Grand Prize Entries; and
- 6<sup>th</sup> and more Grand Prize Submission(s) = one (1) No-Purchase Grand Prize Entry.

**Limit:** One (1) Grand Prize Submission per day per person during the Contest Period.

Instant Prize Entries, No-Purchase Instant Prize Entries, Grand Prize Entries, and No-Purchase Grand Prize Entries are each an “**Entry**” and collectively “**Entries**”.

Entrants shall submit each Entry personally. By entering the Contest, entrants fully and unconditionally agree to be bound to these Rules and the Organizer’s decisions which will be final and binding on all matters relating to the Contest. The Released Parties (such as defined below) shall not be liable for entries and/or submissions that are illegible, incomplete, lost, sent to the wrong address, subject to technical faults or transmitted late, which shall be considered null and void. For greater certainty and to remove any doubt, it is understood that the consumer may only use one (1) single email address to enter this Contest. If the Organizer discovers that a person has attempted to: (i) get more than the maximum Entries provided for in these Rules; or (ii) use (or attempt to use) several names or identities, or more than one

(1) email address to enter the Contest, this person may be disqualified from the Contest and all entry forms and/or submissions may be nulled. Entry forms and/or submissions shall be rejected if they are not duly completed and do not include all the required information, and if they are not submitted and received before the entry deadline. The use (or attempted use) of several names, identities, email addresses, or robotic or automated systems or programs, macros, scripts, or any other means to register for or enter this Contest, or to disrupt it in any other way is prohibited and may lead to disqualification by the Organizer. All entry forms and/or submissions are subject to verification at any time, for any reason whatsoever. The Organizer reserves the right to require proof of identity or eligibility (in any form acceptable by the Organizer, including, but not limited to, a government-issued photo identification) to enter the Contest. Failure to provide such proof deemed satisfactory by the Organizer, and in a timely manner, could result in disqualification.

**4. PRIZES.** The following Prizes may be won during the Contest Period:

(1) Instant Prizes. The following Instant Prizes may be won during the Contest Period:

- Eighty (80) Couche-Tard gift cards worth \$50 each;
- Five thousand six hundred (5,600) VYNE cans (355ml) with an approximate retail value of \$2 each; and
- Five thousand six hundred (5,600) small Couche-Tard coffees with a maximum retail value of \$3 each.

The approximate total retail value for Instant Prizes is thirty-two thousand Canadian dollars (\$32,000 CAD). Odds of winning an Instant Prize depend on when transaction is made. The number of Instant Prizes available will decrease as they are revealed and claimed.

(2) Grand Prizes. There are two (2) available Grand Prizes to be won during the Contest Period (each a “**Grand Prize**” and collectively “**Grand Prizes**”). Each Grand Prize consists of one (1) seven-night (7) stay at Club Med Québec Charlevoix for two (2) people from March 5<sup>th</sup> to 12<sup>th</sup>, 2022 and which includes:

- Accommodation in a superior room;
- Refined cuisine and open bars all day;
- Tickets for ski lifts (6 days) and ski lessons (5 days);
- Après-ski activities and entertainment;
- Kids’ club from 4 to 17 years old;
- Wi-Fi, all taxes and tips included; and
- Travel dates may be changed up to 61 days before departure depending on availability and rate at that time.

EXCLUDED FROM THE GRAND PRIZE (among other things):

- Membership fees (see Membership Fees Section in Appendix);
- Cost of passports, tourist cards, visas, and vaccination certificates;

- Costs for services of a personal nature, namely certain drinks purchased at the bar (such as champagne and VSOP (may vary from one Village to another));
- Optional excursions;
- Extra charges for massages, spa packages, certain fitness or health centre services; entrance fees and other golf-related expenses; ski equipment rental; bicycle rental at some vacation destinations; golf and tennis tournaments; scuba diving, certifications and other specialized courses or internships at most vacation destinations; craft materials; pool table at some vacation destinations;
- Any sales taxes, taxes on goods and service, or other similar taxes, if applicable; and
- Contribution fee of \$1 for every \$1,000 to the Compensation Fund for Customers of Travel Agents (CFCTA). CFCTA protection is therefore free for travel agency customers.

General Terms and Conditions for Club Med vacations set out in the Appendix apply.

The trip is already booked from March 5<sup>th</sup> to 12<sup>th</sup>, 2022. If the reservation is changed and/or canceled outside the cancellation period, the winners shall be credited for the accommodation value and may use it for a future stay at Club Med, according to rates and availability at that time. The credit will be valid for one (1) year.

Each Grand Prize has an approximate retail value of six thousand two hundred Canadian dollars (\$6,200 CAD). Odds of winning a Grand Prize depend on the number of eligible Grand Prize Entries and No-Purchase Grand Prize Entries received at the time of the Grand Prize draws.

Instant Prizes and Grand Prizes are each a “**Prize**” and collectively “**Prizes.**”

Prizes are not transferable or assignable and shall be accepted as such on the dates provided, with no cash alternative or other, except at the sole discretion of the Organizer. The Organizer reserves the right, at its sole discretion, to substitute a Prize or component of the Prize by a prize of equal value if the Prize or a component of the Prize cannot be awarded as described for any reason whatsoever. Moreover, the Released Parties (such as defined below) shall not be liable if weather conditions, event cancellations, or other factors beyond the Organizer’s control, reasonably so, prevent a Prize from being awarded, in whole or in part, or prevent its enjoyment thereof. In such event, no winner shall be entitled to a substitute prize or cash equivalent. No Prize shall be awarded without the winners’ names having been confirmed. Any returned Prize or undeliverable Prize notice may result in disqualifying the winner and selecting another eligible winner, in accordance with the procedures defined in these Official Contest Rules.

## 5. SELECTION AND NOTIFICATION

(1) Instant Prizes. Instant Prizes are awarded by an algorithm (computer program) which randomly distributes available Instant Prizes throughout the Contest Period.

- **VYNE cans and Couche-Tard coffee:** If it is a winning transaction, the register will issue a coupon and the consumer will be entitled to a future free purchase in accordance with the terms set out in Article 6 below.

- **Couche-Tard gift cards:** If it is a winning transaction, the register will issue a coupon with instructions on how to claim the gift card. Consumers must contact marketing support by email at [supportmarketing-ouest@couche-tard.com](mailto:supportmarketing-ouest@couche-tard.com) before December 17<sup>th</sup>, 2021 to claim their gift card and follow instructions received by email.

- (2) Grand Prize. On December 13<sup>th</sup>, 2021 in Laval at around 10:30 a.m., the Organizer's representative will randomly select two (2) Entries among all eligible Grand Prize Entries and No-Purchase Grand Prize Entries received during the Contest Period. **Limit:** One (1) Grand Prize per person and per household.

Within fourteen (14) business days of the draw, between 11:00 a.m. and 5:00 p.m., the Organizer's representative will attempt to contact the selected entrants at the telephone number or email address provided on their Registration Form or on the Grand Prize Submission. When contacted by email, entrants shall answer in accordance with the instructions provided therein, if any. If, after contacting a selected entrant by email, the Organizer receives an email notice stating that the message could not be delivered, the Organizer may, in its sole discretion, disqualify the Contest Entry or attempt to contact the entrant by telephone. If an entrant cannot be contacted within the allotted time or is unable or unwilling to accept the Grand Prize for any reason whatsoever, that person loses the right to win the Grand Prize; the name of another entrant may then be drawn for the Grand Prize and the process will be repeated to contact this new entrant. No communication will be made except with the selected entrants.

## 6. PRIZE AWARDING CONDITIONS

- (1) Instant Prizes. If entrants are eligible to win an Instant Prize, they shall redeem this prize by showing their coupon or gift card at a participating Couche-Tard store. Instant Drink Prizes are subject to a deposit and eco-fees payable by the winner. All coupons for a VYNE can and/or Couche-Tard coffee shall be claimed no later than December 17<sup>th</sup>, 2021, after which the coupon will expire. The Organizer is not responsible for lost or stolen coupons.
- (2) Grand Prizes. When selected as a potential Grand Prize winner, the entrant will be notified by email or telephone within fourteen (14) business days of the draw. The potential winner shall answer a mandatory mathematical skill-testing question correctly, without any help either in a mechanical, electronic, or other manner, and shall sign a Declaration and Release Form (the "**Declaration Form**"), then return it to the representative assigned by the Organizer by fax or email in the manner defined on this form within five (5) business days of its receipt and comply with these Rules. Guests traveling with the winner will also be required to sign a Declaration Form.

The Grand Prize shall only be awarded to the confirmed winner. If a potential Grand Prize winner a) fails to correctly answer the skill-testing question, b) fails to properly complete the Declaration Form and return it within the prescribed time frame, c) fails to comply with these Rules (as determined by the Organizer, as its discretion), d) cannot be reached in accordance with these Rules for any reason whatsoever and/or e) cannot accept the Grand Prize for any reason whatsoever, the winner shall then

be excluded from the Contest (and shall relinquish all rights to the Grand Prize) and another draw shall be made for an entrant to be selected for the Grand Prize.

The Organizer and Prize Sponsor shall not be liable after shipping the Prize and the winner shall bear the risk of loss or damage of the Prize after shipping. The Contest Organizer and Sponsor shall make no representation or warranty of any kind whatsoever regarding the appearance, safety, or performance of the Grand Prize. The Grand Prize shall be delivered to the winner by email within four (4) weeks of receiving the duly completed Declaration Form. The Organizer and Sponsor shall not be responsible for communicating or forwarding the Grand Prize to a winner who provides inaccurate or incomplete information, or for prizes lost, misdirected, delayed, or destroyed in transit.

**7. DISCLAIMER OF LIABILITY – CONTEST CONDUCT.** The Organizer, Sponsor and any business, company, trust, or other legal entity controlled by or related to them, their advertising and promotion agencies, employees, agents, and representatives (hereinafter the “**Released Parties**”) shall not be liable for Entry Forms or Submissions received late, lost, damaged, misdirected, garbled, illegible, or incomplete. Proof of transmission (screen capture, etc.) does not constitute proof of delivery. The Released Parties shall not be liable for any problems that may occur, namely technical failures related to telephone networks, online computer systems, servers, Internet service providers, computer hardware, software, viruses, bugs, personal computer and/or software failures and hardware configurations, or non-received email by the Organizer or entrant for any reason whatsoever, particularly due to traffic congestion on the Internet or any website, or any combination of these factors. The Released Parties shall not be liable for damages to a user’s system resulting from entering the Contest or downloading information required to enter the Contest.

**8. DISCLAIMER OF LIABILITY – CONTEST AND/OR PRIZE ENTRY.** By entering or attempting to enter the Contest, any person releases the Released Parties from any liability for any damage they may suffer as a result of their entry or attempted entry in the Contest. By accepting a Prize, any selected entrant releases the Released Parties from any liability for any damage they may suffer as a result of accepting or using the Prize.

**9. DISCLAIMER OF LIABILITY – UNABLE TO DELIVER A PRIZE.** The Organizer and Sponsor shall not be liable in the event of returned mail or courier service if the Prize could not be awarded due to the lack of response or absence at a shipping address. PO boxes are not accepted as a valid shipping address. The Organizer and Sponsor make no representations and warranty of any kind whatsoever regarding the appearance, safety, or performance of the Prize. Any entrant selected for the Prize acknowledges that the only warranty applicable to the Prize is the manufacturer’s usual warranty (if any). Any entrant selected for the Prize acknowledges that obligations related to it become the responsibility of the Prize’s service and product suppliers.

**10. DEFECTIVE UNIQUE PIN.** Subject to the foregoing, if the Unique PIN is illegible, does not comply with these Rules, or does not work, the person with the defective Unique PIN shall, during the Contest Period, ask for a new Unique PIN in accordance with Article 3 of these Rules (without having to provide a fifty (50)-word text, but shall make sure they indicate “Defective Unique PIN” in their request), subject to availability.

**11. OWNERSHIP AND DECLARATION FORMS.** The Organizer becomes owner of all Registration Forms, Submissions, and Declaration Forms received, and under no circumstances shall these be returned to their sender.

**12. FRAUD.** The Organizer reserves the right to deny an entrant from entering the Contest or winning a Prize if it determines, in its sole discretion, that the entrant has attempted to interfere with the proper running of the Contest by cheating, hacking, deceiving, or any other unfair practices (including the use of automatic rapid entry programs) or has attempted to inconvenience, abuse, threaten, or harass other entrants, the Organizer, or the Sponsor. The Organizer reserves the right to exclude any entrant who does not comply with these Rules or refuses to agree to any investigation regarding lack of compliance. Any attempt by an entrant or any other person, to deliberately damage a website or interfere with the proper running of the Contest, including any fraudulent claim, shall be a breach of civil and criminal laws. In such event, the Organizer reserves the right to take action and claim damages to the fullest extent permitted by law. Any entrant involved in one of the above-mentioned activities could be declared ineligible and forfeit any Prizes won. The Organizer reserves the unconditional right, at its sole discretion, to reject any Entry Form or Submission if it suspects that such Entry Form or Submission was generated by script, macro, robotic, programmed, or any other automatic means, or if it breaches these Rules.

**13. ENTRANT IDENTITY.** In the event of a dispute over the identity of the person who submitted an online Entry Form, the Registration Form will be deemed to have been submitted by the authorized account holder for the email address provided at the time of Entry. The authorized account holder refers to the natural person to whom an email address is assigned by an Internet access or service provider or by any other body responsible for assigning email addresses for the domain to which the given email address belongs. The selected winner may be required to provide proof of identity, including a driver's license or other photo identification.

**14. CANCELLATION/CHANGE.** The Organizer reserves the right, at its sole discretion, to end the Contest, in whole or in part, without notice, or to change or suspend the Contest at any time, subject to approval by the *Régie des alcools, des courses et des jeux* (hereinafter, the "**Régie**") when required, in the event of fraud, technical defects, namely with the network server, or equipment failure, viruses, bugs, programming errors, communication or any other error or cause beyond the Organizer's control which adversely affects the management, integrity, or safety of the Contest or if any other factor disrupts the proper running of the Contest as provided for in these Rules.

Should the computer system be unable to record all Contest Entries for a period of time, for any reason whatsoever, or if Contest Entries should end, in whole or in part, before the end date provided for in these Rules, the draws may be conducted, at the Organizer's discretion, among other duly registered Entries.

**15. DISPUTE.** Any dispute regarding the organization or conduct of a promotional contest may be submitted to the *Régie* for a ruling. Any dispute regarding the awarding of the Prize may be submitted to the *Régie* only for the purpose of helping the parties reach a settlement.

**16. PRIZE WAIVER.** If a selected entrant is found to be ineligible, does not accept the Prize, incorrectly answers the skill-testing question, does not agree, or fails to complete and return the Declaration Form or if the Prize is returned because the recipient cannot be found, the selected entrant will be deemed to have forfeited the Prize. The Organizer shall then, at its sole discretion, randomly select another winner.

**17. WEBSITE ACCESS.** The Organizer does not guarantee that access to the Contest website or its use will be uninterrupted and error-free.

**18. ACCESS TO COUCHE-TARD APPLICATION.** The Organizer does not guarantee that access to the Couche-Tard application or its use will be uninterrupted and error-free.

**19. NUMBER OF PRIZES.** In no case shall the Organizer be required to award more Prizes than what is stated in these Rules.

**20. AUTHORIZATION/PERSONAL INFORMATION.** By entering the Contest, any entrants selected for the Prize authorize the Organizer, the Sponsor, and their representatives to use their name, photograph, image, voice, place of residence (city and province) and/or declaration related to the Prize for advertising purposes, without any compensation whatsoever. No communication, commercial or otherwise, unrelated to the Contest, shall be sent to entrants, unless they have otherwise agreed. Please refer to the online privacy policies of the Contest Organizer and Prize Sponsor at <https://www.couche-tard.com/privacypolicy?lang=en> and <https://www.molsoncoors.com/privacy-policy>.

**21. SEVERABILITY OF PARAGRAPHS.** Should any paragraph of these Rules be declared or found to be illegal, unenforceable, or void by a competent court, then that paragraph shall be considered void, but all other paragraphs that are not affected will be applied to the extent permitted by law.

**22. APPLICABLE LAWS.** This Contest is subject to all federal and provincial laws in the province of Quebec. Any legal action shall be submitted to the courts which have jurisdiction in the district of Montreal, excluding all other districts.

COUCHE-TARD INC. 4204 Industrial Blvd., LAVAL, QUÉBEC, H7L 0E3

## **APPENDIX – GRAND PRIZES**

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 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 that relate to Villages that do not apply to Vacations may apply aboard Club Med 2.

**MINIMUM AGE REQUIREMENT:** With the exception of the Adults-Only Villages such as Turquoise, which has a mandatory minimum age requirement of 18 years, on Club Med 2 & Cefalù, 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 select Villages where the minimum age is 2 years. Failure to conform with the minimum age requirements of the Adults-Only Villages may result in entrance of the person concerned as well as that of any traveling companion being refused upon arrival.

**PRICES:** Kids under 4 stay free. Kids Stay Free promotion available selected dates only; blackout dates apply. Adults constitute persons aged 16 years and older. Different room categories may be available; supplement may apply. For accurate, up-to-date information on pricing and special offers please contact 1-800-CLUB-MED, your travel agent or visit [www.clubmed.ca](http://www.clubmed.ca). All Prices are subject to change. Supplement for holidays/weekends may apply. “Book now” rates are available for a limited time and cannot be combined with any other promotional offer.

**QUALIFIERS, RESTRICTIONS AND CONDITIONS APPLICABLE TO ALL RATES AND DATES:** All prices are in Canadian dollars. Air and transfer costs are not included in “Land only” or “Cruise only” bookings. Unless the Member has paid in full, all prices may be increased at any time and for any reason. Price reductions are applicable to new bookings only. 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 Vacations booked through a travel agent licensed in Quebec, up to 30 days before the start of your Vacation the price of your Vacation may be increased following the imposition of a surcharge on fuel by the Carrier or Carriers involved in your Vacation or following an increase in the exchange rate, provided the exchange rate applicable 45 days before the start of your Vacation has increased by more than 5% since the date on which your Vacation was booked. If such an increase is equal to or greater than 7% of the price of your Vacation, without taking into account any increase in applicable taxes (GST or PST or HST), you may choose (a) to pay the increase or (b) to cancel your Vacation with full reimbursement or (c) to accept a similar Club Med Vacation that we may offer to you. However, no price increase may occur within 30 days preceding the start of your Vacation. For Vacations booked through a travel agent registered in Ontario, where there is an increase in the total price of the Vacation even after a deposit has

been paid (but before the full price has been paid) and the cumulative increase, except any increase resulting from an increase in applicable taxes (HST or GST or PST), is more than 7%, you have the right to cancel the contract and obtain a full refund or opt for a comparable alternate Vacation acceptable to you. 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:** For 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 10:00 am and lunch is included. A more favorable check-out time may be offered by certain Villages and this will be indicated on your notification form given at the Village. Great Members loyalty program: priority check-in and late check-out are based on availability in the Village at time of check-in and check-out. 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 years 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 years and over.

**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 they 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), with one person responsible for hygiene and security at other Vacation Destinations. 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 years old for the French West Indies and most European and African zones and 16 years old for North America) with a supplement (subject to availability

at time of reservation). Different room categories are offered along with enhanced services and amenities with a supplement. In some Family Villages, connecting rooms may be available with a supplement (subject to availability). Please inquire with your travel agent or Club Med. As for Villages for everyone, please note that most rooms are designed for double or single occupancy. Connecting rooms are not available and roll away 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), full or king size or two twin beds depending on category, private bathroom and shower, some with a bath (see Village room description). Rooms at your Vacation Destination have small individual room safes; jewelry, large amounts of cash and large valuables should be left at home, as they are not covered by Club Med's limited Holiday Insurance Plan or perhaps not by any other insurance you may have. 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.

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

**SPORTS INFORMATION:** We teach sports seriously with safety as our foremost consideration. Most sports are conducted under the supervision of our trained instructors; group lessons are usually given in the 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 notice. All extra costs are approximate and subject to change without prior notice. 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.

### **GENERAL CONDITIONS**

**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 sports 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 and 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.

Client contribution to the compensation fund for customers of travel agents of \$1.00/\$1000.

**MEMBERSHIP FEES:** Anyone purchasing a Club Med Vacation, including those purchasing 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 the date of first payment or deposit and 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 website [clubmed.ca](http://clubmed.ca) and also in the Holiday Insurance document you will receive by electronic mail before departure if you

made a reservation. We suggest you take out additional insurance. An optional upgraded plan (Total Peace of Mind) is available. Call your Travel Agent or visit 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 or an unrelated travel companion sharing the same room (as defined in the Plan).

**STANDARD 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 electronic mail will be used as the effective date). For the land portion only, charges are assessed on the number of days prior to departure as per the following. 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 and certain promotions may vary; please contact your travel agent or our Club Med call center for more information.

**Holidays:** Cancellation charges for Holiday weeks (including but not limited to Thanksgiving 2022, Christmas 2022, New Year's 2022 and other weeks) well as other designated peak times and special promotions are as follows:

Days prior to Departure Cancellation Charge (per person):

- 91 or more: No cancellation charge
- 90 less: 100%

**NEW FLEXIBLE CANCELLATION POLICY:**

Your cancellation charges will vary depending upon the date you booked, departure date, and the type of rate you selected. Special cancellation programs may be put into place from time to time— please ensure you carefully verify which rate program you have purchased – please refer to the website [clubmed.ca] or your voucher to verify the cancellation program applicable to your reservation. Refunds will be made on the form of payment received. If payment was made using a Future Travel Certificate, the refund will be issued on a certificate.

**GROUPS:** Cancellation and revision charges may vary for groups. Please contact your travel agent or Club Med group department 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 a change or cancellation by one or more Members 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 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 to others. 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.

**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 that 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 Vacation 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 carriage, except as explained at "Qualifiers, Restrictions and Conditions Applicable to all Rates and Dates"); or if 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.

#### **TRAVEL & RESERVATION INFORMATION**

**HOW TO RESERVE:** In order to make a booking, full names, home address and date of birth 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 Member's 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 years of age) must be accompanied by a parent or legal guardian (30 years and older) on all Vacations and meet

legal entry requirements for the country visited. Full payment is required for certain promotions. Please consult specific terms and conditions of the promotions. There should be at least one guardian per three minors.

**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 that 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 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 your travel document requirements with the appropriate government authority, embassy, consulate or tourist information authority prior to departure. Please note that entry to another country may be refused even if the required information and travel documents are complete.

### **VACATION CONTRACT**

We, Club Med Sales Canada Inc., are the sales agent for the Club Med Vacation that 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., 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 online 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 the 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 that 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. Sports 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 you being entitled to any compensation.

5. Special Requests: Special requests, for example, room locations, bed preferences, in-flight meal or seating requirements, or 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. Personal Property: Under no circumstances may dangerous, prohibited or illicit articles, such as controlled substances, firearms, explosives, cylinders containing compressed air or combustible substances or other dangerous, prohibited or illicit articles be contained in any baggage or brought into any Club Med resort. 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, such as guide dogs for visually impaired persons, provided a Member has applied in writing for admission of the service animal into the Club Med resort and the Operators have accepted the request in writing before departure of the Member to the Club Med resort). Please note that safekeeping facilities in many resorts may be limited. Members should limit the number of valuable items brought to the resorts. 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, damaged or stolen shall be limited to \$500 or in accordance with the local law of the resort, whichever is less.

8. 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 the minimum number of participants is not met.

9. 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 or 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; or (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., 3500 Boul. De Maisonneuve Ouest,

Tour 2 Place Alexis Nihon, Suite 1800, Montréal, 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 Montréal 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; or may have jurisdiction over legal proceedings against some of the Club Med Operators, none of which are residing 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 acknowledge having read and understood the Sales Terms and Conditions of Club Med Sales Canada Inc. and agree to be bound by them.

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