

CLUB MED

PRIZE TERMS & CONDITIONS

1. ABOUT THESE TERMS

1. By accepting the prize, the winner agrees to be bound by these Prize T&Cs in addition to any terms imposed by the Promoter.
 2. These Prize T&Cs are governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that state.
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2. THE PRIZE

3. The prize is a 7-night stay at Club Med Kani for two (2) adults in one (1) superior room, double occupancy ("the Prize"). The Prize is land only (accommodation and resort stay only); flights are not included.
 4. The Prize includes:
 - (a) accommodation in one (1) superior room for 7 nights at Club Med Kani;
 - (b) all-inclusive meals (breakfast, lunch and dinner) and snacks during the stay;
 - (c) standard beverages including alcoholic and non-alcoholic drinks;
 - (d) access to Club Med resort facilities and included activities as available during the stay.
 5. The Prize does not include, and the winner is responsible for:
 - (e) return international or domestic flights or any other transportation to and from Kani;
 - (f) airport transfers (unless specifically stated otherwise in writing by Club Med);
 - (g) travel insurance (which is strongly recommended and may be required — see clause 17);
 - (h) visa, passport, or other travel document fees;
 - (i) spa treatments, excursions, premium alcoholic drinks or other optional extras not listed as inclusions;
 - (j) any costs incurred prior to arrival or after departure;
 - (k) any items of a personal nature.
 6. The Prize is valued at up to AUD \$10,000 (including GST) as at 2 October 2026, based on one (1) superior room at Club Med Kani for two (2) adults for seven (7) nights. The value is not a guarantee of the price at the time of travel and no cash or other adjustment will be made if the actual price differs.
 7. The Prize is non-transferable, not redeemable for cash in whole or in part, and cannot be sold, on-supplied or exchanged for any other product or service.
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3. ELIGIBILITY

8. The Prize is only available to Australian residents aged 18 years or over at the time of entry.
 9. The Prize is only available to entrants who are new customers of Club Med, defined as a person who has not previously made a booking, completed a stay at, or purchased any product or service from Club Med in any country prior to the competition commencement date. Club Med reserves the right to verify new customer status prior to releasing the Prize.
 10. Directors, management, employees, officers and contractors of Club Med and the Promoter, and their immediate family members (spouse, parent, child, sibling or partner), are not eligible to win the Prize.
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4. PRIZE REDEMPTION

11. The Prize must be redeemed by 13 November 2027 ("Redemption Deadline"). The Prize will be forfeited, and Club Med will have no further liability if it has not been redeemed by the Redemption Deadline.
 12. The winner's travel must commence no later than 20 November 2027 ("Latest Travel Date"). The Prize will lapse if travel has not commenced by the Latest Travel Date.
 13. Bookings for the Prize may only be made within 60 days before the intended arrival date and cannot be made earlier.
 14. Travel dates are subject to availability and cannot be taken during the following peak or blackout periods ("Blackout Periods"):
 - (l) Australian school holiday periods;
 - (m) Christmas and New Year period (typically 20 December to 10 January);
 - (n) Chinese New Year and Chinese Golden Week;
 - (o) any other period where Club Med Kani reaches 70–80% or greater occupancy; and
 - (p) any period otherwise designated by Club Med in its reasonable discretion.
 15. If a requested travel date falls within a Blackout Period, Club Med will offer alternative available dates. If no mutually agreeable date can be found within [30] days of Club Med offering alternatives, the Prize may be forfeited.
 16. It is strongly recommended that the winner obtain comprehensive travel insurance. Club Med reserves the right to require evidence of adequate travel insurance before confirming the Prize booking. Club Med is not responsible for any loss or additional costs incurred as a result of the winner's failure to obtain travel insurance.
 17. The winner must hold a valid passport and obtain all necessary visas, permits and other travel documents at their own expense. Club Med is not responsible for any failure to obtain required documentation.
 18. The Prize is subject to the standard terms and conditions of Club Med's resort, including its accommodation policies, code of conduct, and any health and safety requirements in force at the time of travel.
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5. WINNER NOTIFICATION & CLAIMING THE PRIZE

19. The winner will be notified by the Promoter in accordance with the Promoter's competition terms.
 20. The winner must contact Club Med at sales@clubmedau.com within [10] business days of being notified by the Promoter to claim the Prize ("Claim Period"). If the winner does not claim the Prize within the Claim Period, the Prize will be forfeited and Club Med will have no further liability.
 21. Club Med reserves the right to request the winner to provide proof of identity (e.g. government-issued photo ID) and proof of new customer status prior to releasing the Prize. If the winner cannot provide satisfactory proof, the Prize will be forfeited.
 22. It is a condition of accepting the Prize that the winner may be required to sign a prize acceptance deed or release in a form determined by Club Med, which may include consenting to the use of the winner's name and image for promotional purposes.
 23. The Prize will be awarded to the person named in the winning entry.
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6. CLUB MED'S RIGHTS & LIMITATIONS

24. Club Med reserves the right to:
 - (q) verify the winner's eligibility and new customer status;
 - (r) substitute the Prize (or any element of it) with a prize of equal or greater value if the Prize becomes unavailable for reasons beyond Club Med's control;
 - (s) withdraw or modify the Prize in the event of a force majeure event (see clause 29); and
 - (t) disqualify a winner if Club Med reasonably believes the winner has not complied with these Prize T&Cs or engaged in fraudulent, deceptive or misleading conduct.

25. Club Med is not liable for any loss, damage, costs or expenses suffered or incurred by the winner or any accompanying guest in connection with the Prize, except where such liability is caused by Club Med's negligence or breach of a non-excludable guarantee under the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)) ("ACL").
 26. Subject to the ACL, Club Med's liability in connection with the Prize is limited to, at Club Med's election: (a) re-supplying the relevant service; or (b) paying the cost of having the relevant service supplied again. Nothing in these Prize T&Cs limits or excludes any guarantee, condition, warranty, right or remedy which cannot be limited or excluded under the ACL.
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7. FORCE MAJEURE

27. If Club Med is prevented from or significantly hindered in fulfilling its obligations in relation to the Prize by any event or circumstance beyond its reasonable control, including but not limited to natural disasters, acts of God, pandemic, epidemic, government-directed travel restrictions, civil unrest, war, terrorism, strike, or power failures, Club Med may at its discretion modify, suspend or withdraw the Prize. Club Med will use reasonable endeavours to offer an alternative where possible.
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8. PRIVACY & MARKETING COMMUNICATIONS

28. Club Med collects and handles personal information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs).
 29. Club Med will use the winner's personal information solely for the purposes of:
 - (u) administering the Prize (including verifying eligibility and arranging travel);
 - (v) complying with its legal obligations; and
 - (w) where the entrant has provided express consent (see clause 32), sending promotional communications from Club Med by email and/or SMS.
 30. By entering this competition, entrants expressly consent to receiving promotional and marketing communications from Club Med and Biennale of Sydney by email and SMS, including information about Club Med and Biennale of Sydney offers, and services.
 31. Entrants who have opted in may withdraw their consent at any time by:
 - (x) clicking the unsubscribe link in any Club Med marketing email; or
 - (y) sending 'STOP' to any Club Med marketing SMS; or
 - (z) contacting Club Med at sales@clubmedau.com.
 - (aa) Unsubscribe link in any Biennale of Sydney email
 32. Club Med will not use entrants' personal information for any other purpose without prior consent. Club Med may disclose personal information to third parties (such as resort staff at Club Med and travel-related service providers) where necessary to fulfil the Prize.
 33. Entrants may request access to, or correction of, their personal information held by Club Med by contacting sales@clubmedau.com or by calling 1800 258 263.
 34. Club Med's full Privacy Policy is available at www.clubmed.com.au/privacy.
 35. Biennale of Sydney will use the winner's personal information solely for the purposes of:
 - a) administering the Prize (including notifying the winner);
 - b) complying with its legal obligations; and
 - c) where the entrant has provided express consent (see clause 38), sending promotional communications from Biennale of Sydney by email and/or SMS.
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9. GENERAL

36. These Prize T&Cs do not limit or exclude any rights the winner may have under the ACL or any other non-excludable consumer protection law.

37. If any provision of these Prize T&Cs is unenforceable, it will be severed without affecting the remaining provisions.
 38. These Prize T&Cs represent the entire agreement between Club Med and the winner in relation to the Prize.
 39. For any Prize-related enquiries, contact Club Med at sales@clubmedau.com
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