

## **GENERAL TERMS AND CONDITIONS OF USE**

**Updated on 27/11/2025**

Access to the mini site [familycrest.clubmed.com](https://familycrest.clubmed.com) (hereinafter the "Site") is reserved for Club Med clients staying at a Club Med Resort offering the service described below. The Site provides a service (hereinafter the "Service") allowing clients (hereinafter the Users) who wish to do so to create a personalized crest (hereinafter the "Crest"), emblematic of their stay at the Resort.

Use of the Service by the User is subject to these General Terms and Conditions of Use (hereinafter the "T&Cs") and to the Privacy Policy, which specifies how Club Med processes personal data and protects the User's privacy when using the Service.

The User must be at least 13 years old to use the Service.

### **1. Acceptance, Entry into Force and Amendments to the T&Cs**

By using, consulting and/or browsing the Site, the User agrees to comply with these T&Cs, which they acknowledge having read and accepted.

These T&Cs come into effect as soon as they are published on the Site.

These T&Cs may be amended at any time by Club Med SAS.

The entry into force of a new version of the T&Cs corresponds to the date on which this version is published on the Site.

By using the Service, the User declares and guarantees that they are fully authorized to accept and be bound by these T&Cs, and to fully perform all obligations described therein.

### **2. Site Accessibility and Availability**

Club Med undertakes to use its best efforts to ensure the User can access the Site at all times.

In the event of maintenance, corrective actions or issues related to electronic communications networks, access to the Site may, however, be temporarily interrupted or suspended.

Club Med reserves the right, without notice, to temporarily suspend access to all or part of the Site for technical reasons, notably for updates, modifications, maintenance and, more generally, for any other technical or organizational reason.

Club Med cannot be held liable, in particular for any risks inherent to Internet usage, such as, for example, Service suspension, intrusion or the presence of computer viruses.

The User acknowledges and accepts the characteristics and limitations of the Site, and in particular acknowledges:

- that they are aware of the uncertainties of Internet connections;
- that it is their responsibility to take all necessary measures to ensure the technical characteristics of their computer/mobile device and/or IT network allow them to access the Site;
- that they are solely responsible for their own Internet access.

### **3. Access, Consultation and Use of the Site**

Club Med grants the User a non-exclusive, limited and non-transferable right to access and use the Service strictly for personal purposes.

When accessing, consulting and using the Service, the User is prohibited, in any way whatsoever, from committing illegal acts, acts that disrupt public order, or infringe Club Med's and/or third parties' rights.

In this context, the User undertakes, without limitation, to:

- not use a false identity;
- not violate applicable laws, third-party rights, or the T&Cs;
- not infringe or violate intellectual property rights relating to content provided by Club Med on the Site, by third parties, or use, in the context of the Service provided by Club Med, elements that infringe third-party rights (copyright, personality rights, etc.).

Except in the case of proven fault or failure on its part, Club Med cannot be held liable for damage resulting from access to or use of the Site and the Service, including as a result of a virus that may affect the User's IT equipment following access to or use of the Site, downloading elements from the Site or unlawful interference in IT systems.

#### **4. Access to the Creation Platform and Creation Procedure**

4.1. To create their Crest, the User accesses the Site via a QR code provided by the Resort where they are staying.

To begin personalizing their Crest, the User must first read and accept these T&Cs as well as the [Privacy Policy](#), by ticking the box provided, then click on the "Participate" tab.

4.2. After accepting the T&Cs and the Privacy Policy, the User accesses the Crest creation page.

The User creates their Crest by following the creation steps summarized below:

- Choosing the shape of the crest to personalize;
- The User may then choose to add their name or another element of their identity on the Crest in the area reserved for this purpose. The identity elements inserted by the User must under no circumstances constitute identity theft or violate any other third-party right;
- Selecting the typography from a drop-down menu;
- Choosing a pictogram representing one of the activities on offer at the Resort
- The User may display the year of their stay
- Selecting the background and text colour of the Crest from a drop-down menu

At the end of these steps, the User can preview their personalized Crest, then download it onto the phone used to create the Crest by clicking the "Download" tab and/or choose to send the Crest to their email address. In the latter case, the User fills in the field reserved for their email address and clicks the "Send" button.

By entering their email address, the User consents to its use by Club Med in order to send them the emblem of their stay. To exercise their rights or for any questions about the processing of their data, the User may contact [mesdonnees@clubmed.com](mailto:mesdonnees@clubmed.com)

The User is informed and accepts that the Crest they have generated will be sent to and retained by Club Med so that the Resort's Boutique, where the User is staying, can print it on a product available for sale in the Boutique at the User's request.

To this end, the user grants Club Med the perpetual, royalty-free, licensed right to use the Crest.

The Boutique will inform the User, upon request, of the products eligible and available for Crest reproduction.

For all practical purposes, it is specified that as the User does not create an account, they can only recover their Crest if, as described above, they have downloaded it or agreed to receive it by email.

## **6. Intellectual Property**

### **6.1. Rights to the Site**

The Site and each of its components, including but not limited to logos, trademarks, images, texts, videos, typographies, pictograms, animations, software, databases, sounds and other distinctive signs, are protected by intellectual property rights.

Club Med is either the owner or licensee of the intellectual property rights to the Site and its content.

These conditions do not confer any ownership rights to the User over the Site and its components.

Club Med grants the User a right to use only those elements made available as part of the Service, to allow them to personalize their Crest.

Any other use, reproduction, representation, adaptation, or alteration, in whole or in part, of the Site or its content, including logos, trademarks, images, texts, videos, animations, software, databases, sounds, typographies, pictograms and other distinctive signs, by any means and on any medium, without the express written consent of Club Med, is prohibited and may constitute infringement punishable by the Intellectual Property Code and incur the civil and/or criminal liability of the User.

Club Med reserves the right to immediately remove, without prior formal notice, any content (message, text, image, graphic, etc.) that contravenes applicable laws and regulations, in particular those specified above.

### **6.2. Rights over User Contributions**

The User is only permitted to use the Crest in a strictly private context, within their family circle.

However, Club Med grants the User a right of representation and reproduction over its distinctive signs (e.g. typography, pictograms, etc.) made available for the purpose of personalizing the Crest, so that the User may, if they wish, request reproduction of the Crest on an eligible product available for sale in the Resort's boutique (hereinafter the "Boutique").

These terms do not confer on the User any rights of any kind over elements owned by Club Med, other than those mentioned above.

Any other use of elements belonging to Club Med is prohibited. Failure by the User to comply with this prohibition constitutes an offence punishable by law.

The User undertakes to comply with applicable laws and regulations as well as third-party rights. In this regard, they shall indemnify Club Med against any claim or action from a third party, particularly based on infringement of intellectual property rights or personal rights (personality rights, etc.) arising from elements inserted by the User, under their sole responsibility, in the Crest in the area reserved for displaying their family name/identity.

The User grants Club Med a non-exclusive, worldwide, royalty-free, sub-licensable and transferable license to use the Crest as part of the Service.

## **7. Contact**

For any questions regarding the Site, the User may contact: [dpo@clubmed.com](mailto:dpo@clubmed.com)

## **8. Miscellaneous Provisions**

If one or more provisions of these T&Cs are found to be invalid or declared as such pursuant to a law, regulation or final decision of a competent court, the remaining provisions shall retain their full force and effect.

The fact that one party tolerates a situation does not create any acquired rights for the other party.

Furthermore, such tolerance cannot be interpreted as a waiver of the rights in question.

These T&Cs are governed by French law. In the event of a dispute between the parties, they undertake to resolve it amicably. If this fails, the dispute may be brought before the competent court in France.