## Effective: August 16<sup>th</sup> 2010

## **RCI®** Points Partner Program Terms & Conditions

## These *RCI* Points Partner Program Terms & Conditions are intended to supplement and not replace the Terms and Conditions of *RCI Points*<sup>®</sup> Subscribing Membership

1. Your booking and exchange of Points for *RCI* Points Partner products and/or services are subject to the terms and conditions set forth in the Terms and Conditions of *RCI Points* Subscribing Membership, together with these *RCI* Points Partner Program Terms & Conditions. In addition, you are also subject to the terms and conditions of the applicable *RCI* Points Partner, including but not limited to restrictions due to black-out dates or unavailability.

2. RCI may at any time, in its sole discretion, terminate an *RCI* Points Partner agreement, which will result in that *RCI* Points Partner's product(s) and/or service(s) no longer being available to RCI Members.

3. RCI and each *RCI* Points Partner are separate and distinct entities, and RCI has no control over the operation of any of the *RCI* Points Partners.

4. RCI Members who are eligible to use the *RCI* Points Partners program may use, in each calendar year, the greater of: (a) 33% (thirty three percent) of the RCI Member's annual Points allocation up to a maximum of 250,000 Points, or (b) 25,000 Points, unless they are covered by Paragraphs 5, 6 or 7 below.

5. RCI Members who purchased interests at a Blue Bay Resort (including Blue Bay Club and the Blue Bay Getaway, later known as Temptation Resort Spa) prior to February 29, 2008 may use up to a maximum of 60,000 (sixty thousand) *RCI Points* per calendar year on *RCI* Points Partner transactions.

6. For those resorts or clubs with no annual *RCI Points* allocation, *RCI* Points Partner program usage is limited to a maximum of 25,000 Points per calendar year.

7. For Terms and Conditions that apply to GEO Members, please call 866-344-7686.

8. Renting Points from RCI for *RCI* Points Partner program transactions is <u>not</u> permitted. Using borrowed, saved or extended Points for *RCI* Points Partner program transactions <u>is</u> permitted; however, in no event shall the maximum Points used in each calendar year exceed the applicable amounts set forth in Pars. 4-7 above.

9. During a calendar year, should a Member acquire additional ownership(s) or divest themselves of a current ownership(s), with such acquisition or divestiture resulting in a recalculation of such Member's yearly allocation of Points, then the above referenced maximums and limitations will immediately apply to the recalculated amount of the annual Points allocation, with Points previously redeemed in the current calendar year being applied against any such maximums and limitations.

10. Members may exchange various amounts of Points for discounts off the value of travel products and services. Subject to the other restrictions referenced in these Terms and Conditions or other applicable terms and conditions, the available discounts are as follows:

Number of Points*	Discount*
12,500	\$120
20,000	\$180
25,000	\$235
35,000	\$340
45,000	\$440
55,000	\$540
70,000	\$660
90,000	\$870
115,000	\$1,100
145,000	\$1,350

170,000	\$1,700
200,000	\$2,000

\*The Discount Amounts available for defined Points values are subject to change without notice at the sole discretion of RCI. All Discount Amounts are listed in USD.

11. After the discount has been deducted from the cost of the transaction, any remaining cost must be paid by cash or credit card. For example, if an airline ticket has a retail value of \$550 and the Member chooses to exchange 20,000 Points for a \$180 discount, the remaining \$370, plus the applicable RCI Transaction fee must be paid by cash or credit card.

12. Members may "overpay" with Points by selecting the discount level directly above the cost of the transaction. For example, if an airline ticket has a retail value of \$400, the Member may exchange 45,000 Points for a \$440 value, with no cash payment. In such cases, there will be no 'refund' or credit of any kind to the Member, regardless of the size of the difference between the Discount Amount selected and the cost of the transaction.

13. Additional restrictions and/or terms and conditions may apply for any particular *RCI* Points Partner transaction. See the individual *RCI* Points Partner provider for such restrictions and/or additional terms and conditions.

14. Products and/or services offered by RCI Points Partners are subject to availability and certain black out dates may be imposed by RCI or the RCI Points Partner.

15. RCI Transaction fees will apply to the usage of Points for *RCI* Points Partner transactions, and are currently as follows:

	Online	Offline
Airline Tickets	\$25 per ticket	\$52 per ticket
Car Rental	n/a	\$52 per car
Car Rental Certificates	\$25 per certificate	n/a
Entertainment Tickets	\$25 per ticket	\$39 per ticket
Hotels	\$25 per room	\$52 per room
RCI Activities Card	\$34 per card	n/a

16. All *RCI* Points Partner transactions are completely non-refundable, non-changeable, and nontransferable and are subject to the terms and conditions of the carrier/provider in addition to any RCI terms and conditions. Any Points exchanged for Points Partner transactions, and any funds paid, by cash or credit, to supplement Points or to pay transaction fees, will not be refunded for any reason.

17. RCI does not warrant the suitability, safety or security of resort activities, guides, vendors or service providers described herein. It is the Member's responsibility to investigate the safety and suitability of any activity, and the credentials and fitness of any guide, vendor or service provider, and Members participate at their own risk. RCI expressly disclaims any express or implied warranty or any liability in connection with such resort activities, guides, vendors or service providers. Information about *RCI* Points Partners' products and/or services published by RCI is based on information obtained from the relevant *RCI* Points Partner. Therefore RCI cannot accept responsibility for, and shall have no liability for any inaccurate, incomplete or misleading information provided concerning *RCI* Points Partners' products and/or services.

18. Additional fees, terms, conditions and restrictions may apply to any activity or service, are determined solely by the vendor, guide, or service provider and are subject to change at the sole discretion of the service provider, guide or vendor. RCI does not warrant the availability of third party activities or services.

19. RCI may amend these *RCI* Points Partner Program Terms & Conditions at any time in its sole discretion in the manner set forth in the Terms and Conditions of *RCI Points* Subscribing Membership for amending the Terms and Conditions of *RCI Points* subscribing membership.