

When to Complete the Membership Transfer Application:

- If you have sold one or more of your timeshare weeks.
 - If you have transferred all or part of your ownership in a timeshare week(s) by means other than a sale (for example, a gift transfer or a transfer as a result of a divorce or separation agreement).
- Please note that your RCI subscription is an asset separate from your timeshare interest. As the Transferor(s), you may either retain your RCI subscription or transfer it to the new Transferee(s).

Step-by-Step Instructions on How to Complete the Membership Transfer Application:

- Before completing this application, you should notify your home resort(s) of any changes that need to be made to your ownership document(s).
- Provide RCI a copy of the updated deed(s) along with this application by fax at 1-317-805-9335 or mail to RCI, P.O. Box 80229, Indianapolis, IN 46280-0229, Attn: Customer Service.
- Any incomplete sections may delay processing.

A. TRANSFEROR(S)

- This section must be completed by the individual(s) who sold or transferred the timeshare interest(s). List the name(s) that currently appear on the RCI subscription and all other information requested.
- If two people are listed on RCI membership, provide both signatures or legal documentation showing only one is required.

B. TRANSFEREE(S)

- This section must be completed by the individual(s) to whom the timeshare interest(s) were sold or transferred. List the name(s) that you wish to appear on the amended RCI subscription and complete all other information requested.
- Please note due to systems limitation, we can only have two names on the RCI Subscribing Membership

C. TIMESHARE(S) TRANSFERRED

In this section, please list all timeshare units/weeks that have been transferred. Indicate the unit number and type (hotel, studio, 1-bedroom, 2-bedroom, etc.), its maximum occupancy, week number, interval dates, and seasonal designation.

Please note: If you own “floating” or “flex” time (or you own at a “points-based” vacation club), you may disregard the sections for week #, dates, and seasonal designation if they have not been assigned to you. **For information regarding any pending activity for your RCI membership account, call 1-800-338-7777.**

D. PENDING ACTIVITY

If the Transferor(s) wishes to retain any deposited Vacation Time or exchange activity for personal use (i.e., deposited Vacation Time, a pending exchange request, or a confirmed exchange vacation), please indicate that in this section. If the Transferor(s) wish to transfer any deposited Vacation Time or exchange activity to the Transferee(s) (i.e., deposited Vacation Time, a pending exchange request, or a confirmed exchange vacation), please indicate that in this section. **For information regarding any pending activity for your RCI membership account, call 1-800-338-7777.**

E. OWNERSHIP INFORMATION

If you, as the Transferor(s) have retained any RCI privileges in Section D, check the second box in this section. Please note if you check this box, your membership cannot be transferred to the Transferee(s). Transferee(s) will need to enroll separately with RCI by submitting the information requested in the third and fourth boxes.

If you, as the Transferor(s) have transferred all pending RCI activity to the Transferee(s) in Section D and do not own any additional timeshare interest(s) in an RCI-affiliated resort, you may transfer all your RCI membership privileges to the Transferee(s) by checking the first box.

F. AUTHORIZATION

This section must be signed and dated by the Transferor(s) and Transferee(s) (i.e., all individuals listed in sections A and B).

PROCESSING FEE

The Membership Transfer Application processing fee is \$79.00 USD/\$95.00 CAD.

**If you have questions about completing this application,
please call RCI Customer Service in Indianapolis Monday-Friday 7am to Midnight,
Sat-Sun & Holidays 9:30 am to 6 pm Eastern Time.
1-800-338-7777 or 1-317-805-8000.**

MEMBERSHIP TRANSFER APPLICATION

PLEASE NOTE: A copy of the updated deed or ownership document is required to process this application. **Processing fee is due upon time of submission of this application. All signatures are required.**

A. TRANSFEROR(S)

Transferor's Name _____ Co-Transferor's Name (if applicable) _____

Last _____ First _____ Middle Initial _____ Last _____ First _____ Middle Initial _____

Street Address _____
City _____ State _____ Zip Code _____ Country _____

Home Phone _____ Business Phone (Transferor) _____ Business Phone (Co-Transferor) _____

E-Mail Address _____ Transferor's RCI Member ID# _____

B. TRANSFEREE(S)

Date of Birth _____ Country(ies) of Citizenship _____

Date of Birth _____ Country(ies) of Citizenship _____

Transferee's Name _____ Co-Transferor's Name (if applicable) _____

Last _____ First _____ Middle Initial _____ Last _____ First _____ Middle Initial _____

Street Address _____
City _____ State _____ Zip Code _____ Country _____

Home Phone _____ Business Phone (Transferor) _____ Business Phone (Co-Transferee) _____

E-Mail Address _____ Transferee's RCI Member ID# _____

C. TIMESHARE(S) TRANSFERRED

Resort Name _____ Resort ID # _____

Unit #	Unit Type (Hotel, Studio, 1-Bdrm, etc.)	Max. Occupancy	Week #/# of Floating Weeks	Dates	Season (Red, White, Blue)
_____	_____	_____	_____	_____ to _____	_____
_____	_____	_____	_____	_____ to _____	_____
_____	_____	_____	_____	_____ to _____	_____

D. PENDING ACTIVITY

As the Transferors, we wish to retain all deposited Vacation Time, exchange request(s), and/or confirmations(s) for our use:

As the Transferors, we wish to retain the following deposited Vacation Time, exchange request(s), or confirmation(s) for our use:

Unit _____ Interval _____ Year _____ Open exchange request for _____ (Resort or area and travel dates)

Unit _____ Interval _____ Year _____ Confirmed exchange request for _____ (Resort or area and travel dates)

As the Transferors, we wish to transfer all deposited Vacation Time, exchange request(s), and/or confirmations(s) **to the Transferees for their use.**

As the Transferors, we wish to transfer the following deposited Vacation Time, exchange request(s), or confirmation(s) **to the Transferees for their use:**

Unit _____ Interval _____ Year _____ Open exchange request for _____ (Resort or area and travel dates)

Unit _____ Interval _____ Year _____ Confirmed exchange request for _____ (Resort or area and travel dates)

E. OWNERSHIP INFORMATION *(Please check all that apply)*

- As the Transferors, we do not own any additional timeshare property at an RCI affiliated resort nor have any deposited Vacation Time or exchange activity with RCI that we wish to retain. **Please transfer the remainder of our pre-paid RCI membership fees and membership benefits to the Transferees for their use.**
- As the Transferors, we own additional timeshare property at an RCI-affiliated resort, or we wish to transfer current RCI activity (deposited Vacation Time, exchange confirmation, etc.). **Therefore, we wish to retain our RCI subscribing membership.**
- The Transferees wish to subscribe with RCI. Authorization is given to charge the designated amount to the credit card number below:

SUBSCRIPTION FEE:

1 year.....\$89 USD/ \$98 CAD 3 years.....\$229 USD/ \$175 CD

5 years.....\$349 USD/ \$385 CAD

Visa MasterCard Discover/NOVUS Diners Club AMEX

Acct # _____ Check enclosed

Expiration Date _____

Signature _____

Cardholder Print Name _____

PROCESSING FEE IS \$79 USD/\$95 CAD.

Visa MasterCard Discover/NOVUS Diners Club

AMEX

Acct # _____ Check enclosed

Expiration Date _____

Signature _____

Cardholder Print Name _____

F. AUTHORIZATION

1. TRANSFEROR(S)

The undersigned hereby represent(s) that they are lawfully entitled to authorize this transfer. The undersigned request(s) that RCI effect the transfer as specified in this form.

Transferor's Signature _____ Date _____ Co-transferor's Signature _____ Date _____

2. TRANSFEREE(S)

I/We understand the applicable processing fee may be charged if I/we do not enroll in RCI at the time of transfer. I/We also understand that the prevailing annual subscription rate for the *Endless Vacation*® magazine and the RCI resort directory will be charged if I/we choose to enroll at a later date. *Endless Vacation* magazine is the official travel publication of RCI, LLC. RCI benefits are obtained only via subscription to the *Endless Vacation* magazine. Use of the term "membership" is intended to denote subscription to the *Endless Vacation* magazine. The basic annual subscription rate for *Endless Vacation* magazine is \$89 USD, subject to change in accordance with the disclosure guide for RCI Weeks. Upon acceptance of the Membership Transfer Application by RCI and payment of the required fees, applicant will receive a subscription to *Endless Vacation* magazine.

RCI policy is to service members where they reside, providing convenient hours and telephone access and, where appropriate, access to RCI Guides who speak their home language. If I/we only have a residence address outside the US, I/we will be serviced by the RCI regional office for the country in which you reside; the fees charged will be those regularly charged in that region, and not those charged in the U.S.

[I/We acknowledge receipt of pertinent RCI materials, including the Disclosure Guide to RCI Weeks ("Disclosure Guide") where distribution of the Disclosure Guide is required by law.] I/We have read and agree to be bound by the Terms and Conditions attached to this Membership Transfer Application, including, without limitation, Section 18(l) (Additional Products, Services) and RCI's privacy policy as referenced in Section 18(m)(iii). To the extent there is any conflict between the Terms and Conditions on the back of this Membership Transfer Application and the terms and conditions in the current version of the Disclosure Guide, the terms and conditions in the current version of the Disclosure Guide shall govern.

Transferee's Signature _____ Date _____ Co-transferee's Signature _____ Date _____

This Membership Transfer Application may be executed in counterparts, each of which may be deemed an original and each of which shall together constitute one and the same Membership Transfer Application.

TERMS AND CONDITIONS OF RCI WEEKS SUBSCRIBING MEMBERSHIP

The following Terms and Conditions govern participation in the RCI Weeks Exchange Program.

1. DEFINITIONS. As used in the RCI Weeks Disclosure Guide to the RCI Weeks Exchange Program ("Guide") and these Terms and Conditions of Subscribing Membership ("Terms and Conditions") the following definitions apply:

a. **Accommodating Party** — A provider of accommodations or services other than Affiliated Resorts.

b. **Affiliated Resort** — A resort, resort group, vacation club, vacation plan or other legal entity, which is authorized by RCI to offer the RCI Weeks Exchange Program. There are two types of Affiliated Resorts:

- Home Resort — An Affiliated Resort at which a Member owns Vacation Time or an Affiliated Resort at which a Member is assigned Vacation Time to Deposit for the purpose of exchange.
- Host Resort — An Affiliated Resort to which a Member travels on an Exchange Vacation.

c. **All Inclusive Package** — A package of food, beverages, or other amenities required or offered by the resort for an additional fee. Payment for an All Inclusive Package may be required prior to or at check-in. All Inclusive Packages may vary in price and in the types of food, beverages, and amenities included. The Member may be required to purchase the All Inclusive Package as a condition for use of the accommodations, or the All Inclusive Package may be optional and Members may not be required to purchase it as a condition for use of the accommodations, if they so choose. Food, beverages, and amenities may not be available at the resort if the Member chooses not to purchase an optional package. Fees, terms and conditions of All Inclusive Packages are determined solely by the resort, and are subject to change at any time.

d. **Alternative Inventory** — Additional Inventory and other additional benefits acquired by RCI and made available to Members.

e. **Auto-Deposit Program** — A program that allows Members to automatically Deposit their Vacation Time.

f. **Cancellation Fee** — Fee charged to Members upon cancellation of a Confirmed Exchange or any other product or service.

g. **Comment Card** — A written or electronic evaluation by a Member of a Host Resort.

h. **Comment Card Scores** — The composite evaluation of an Affiliated Resort derived from Member Comment Cards.

i. **Confirmation** — A written or electronic notice to a Member that accommodations have been reserved for use by the Member.

j. **Confirmed Exchange** — An Exchange for which a Confirmation has been issued.

k. **Deposit** — The deposit or assignment of Vacation Time into the RCI Weeks Exchange system, by or on behalf of a Member.

l. **Depositor** — A Member who deposits Vacation Time into the RCI Weeks Exchange system.

m. **Enrollment Application** — The form or forms prescribed by RCI for the membership in the RCI Weeks Exchange Program.

n. **Exchange** — The process by which Members obtain a Confirmation.

o. **Exchange Request** — A Member's properly submitted request to obtain access to Inventory at a specific resort or in a specific region through the RCI Weeks Exchange Program. An Exchange Request is properly submitted when:

- the member has deposited Vacation Time in the RCI Weeks Exchange system;
- the travel dates requested by the member occur while the member's exchange privileges pursuant to these terms and conditions are current and in effect;
- the member submits at least four (4) or more unique and specific resort choices, unless the request is to return to the member's Home Resort;
- the travel dates requested are no more than 24 months in the future nor less than 31 days in the future.

p. **Guest Certificate** — Written or electronic permission from RCI for a Member to give access to Inventory through the RCI Weeks Exchange Program, or any other benefits of membership that RCI may permit from time to time at its sole discretion, as a gift to a Member's friend or family member age 21 or older. A Guest Certificate may be valid for a single year or for a specified term of years ("Guest Pass.") A Guest Pass is valid so long as the Member timely renews and maintains his/her Subscribing Membership and has not directed the termination of the Guest Pass

q. **Home Group** — A group of Affiliated Resorts under common ownership, control or contractual arrangement with a Home Resort or a group of resorts which RCI has determined qualifies as a Home Group.

r. **Indemnitee** — RCI and its partners, officers, managers, employees, directors, shareholders, agents, representatives, parent companies, affiliates and subsidiaries and the predecessors, successors and assigns of all of them.

s. **Internal Exchange** — An Exchange occurring between periods of Vacation Time in the same Home Resort or Home Group.

t. **Inventory** — Vacation Time or any good, service, benefit, or movable or immovable property designed for separate occupancy or consumption including but not limited to any apartment, condominium or cooperative unit, cabin, lodge, hotel or motel room, campground or other private or commercial structure or improvement, whether movable or immovable property, and whether situated on real or personal property that is utilized in the RCI Weeks Exchange Program.

u. **Maximum Occupancy** — The maximum number of persons who may occupy inventory as determined by local law or Host Resort standards.

v. **Member** — RCI Weeks Subscribing Member. A corporate participant may, in RCI's sole discretion, be permitted to function as a Member.

w. **Guest Pass** — Certificate purchased from RCI on a one-time basis for a one-time fee, with a specified term of years, enabling a Member to give multiple Confirmations as gifts to a friend or family member age 21 or older, without paying an individual Guest Certificate fee for each gift. Guest Pass is valid for the specified term so long as the Member timely renews and maintains his/her Subscribing Membership and has not directed the termination of the Guest Pass, and RCI has not otherwise terminated the subscribing membership or certificate.

x. **Private Occupancy** — The maximum number of persons per unit with private access to a bathroom based on a ratio of two adults per private sleeping area.

y. **RCI** — RCI, LLC, a Delaware limited liability company (registered as Resort Condominiums International, LLC in Indiana, Nevada, New Jersey, North Carolina and Ohio), its officers, managers, employees, directors, shareholders, agents, representatives, parent companies, affiliates and subsidiaries and the predecessors, successors and assigns of all of them. RCI is the owner and operator of the RCI Weeks Exchange Program.

z. **RCI Weeks Exchange Program** — The program through which Members obtain access to inventory.

aa. **RCI Weeks Subscribing Member** — An owner of Vacation Time who has enrolled in the RCI Weeks Exchange Program. The term "RCI Weeks Subscribing Member" shall be deemed to include a Vacation Owner whose participation in the RCI Weeks Exchange Program is arranged through corporate participation in RCI. Subscribing membership provides a subscription to *Endless Vacation*® magazine; RCI benefits are obtained only via this subscription. Also known as a "Member".

bb. **Resort Affiliation Agreement** — The written document governing the relationship between RCI and an Affiliated Resort.

cc. **Seasonal Designations** — Periods into which deposited Vacation Time is divided, based upon demand, as designated by RCI from time to time and used to prioritize Internal Exchange Requests. Red = High Demand, White = Medium Demand, Blue = Low Demand.

dd. **Trading Power** — The value assigned by RCI to Inventory upon a Member's Deposit and used by RCI when attempting to fulfill an Exchange Request.

ee. **Travel Dates** — The starting and ending dates of an Exchange Request, whether confirmed or not confirmed.

ff. **Vacation Owner** — A person (including a corporate participant) who owns Vacation Ownership.

gg. **Vacation Ownership** — The Member's legal right to own, occupy or use accommodations at their Home Resort.

hh. **Vacation Ownership Expenses** — Any obligations associated with or appurtenant to a Member's Vacation Ownership by whomsoever levied, including, but not limited to, any obligation for the payment of maintenance fees, assessments, common expenses, recreational fees, promissory notes, mortgage payments or taxes.

ii. **Vacation Time** — Use rights for a period of time, whether recurring week(s), or parts thereof, of a Member's Vacation Ownership, which are deposited in the RCI Weeks Exchange system.

jj. **You** — An RCI Weeks Member.

2. BENEFITS OF MEMBERSHIP. RCI will allow participation in the RCI Weeks Exchange Program to all Members who comply with these Terms and Conditions. RCI from time to time will provide to its Subscribing Members RCI's ENDLESS VACATION® magazine. Additionally, RCI will make available to Subscribing Members, in its sole discretion, the RCI directory of Affiliated Resorts (or variations thereof) and Supplements thereto ("ENDLESS VACATION® Publications"), special offers and where possible, access to RCI's website located at www.rci.com. RCI is responsible only for the written representations that it makes concerning RCI and the RCI Weeks Exchange Program, and is not responsible for any representations made by any other person or entity.

3. CONDITIONS OF MEMBERSHIP

Conditions Precedent. A Vacation Owner is entitled to become an RCI Weeks Subscribing Member and to participate in the RCI Weeks Exchange Program if the following conditions are met:

The Vacation Owner's Home Resort or Home Group must be affiliated with RCI or the Vacation Owner's Vacation Time must be deemed appropriate by RCI at its sole discretion, to be Deposited for use by Subscribing Members.

ii. The Vacation Owner's Home Resort or Home Group must be operated in a commercially reasonable manner that will enable it to meet its obligations and must otherwise be in compliance with all terms of the Resort Affiliation Agreement, if any. Any determination of a Home Resort or Home Group's compliance is solely at the discretion of RCI.

iii. RCI must have received and accepted either a completed Enrollment Application or a corporate participation enrollment on behalf of the Vacation Owner, together with other pertinent information concerning the Vacation Time purchase. RCI reserves the right to refuse any application and the applicable fees.

iv. Member must be paid to current and RCI must have received payment for the annual current with any and all applicable maintenance fees at the Home Resort or Home Group. The existence of a maintenance fee "block" on a Member's RCI account is deemed to be the failure to meet this condition precedent.

b. **Enrollment Applications.** If a corporation, partnership, trust or other entity owns Vacation Ownership, the enrollment application must be completed on behalf of the owner in the individual name of an officer, partner or trustee of the entity, and RCI shall be entitled to treat such individual as the Member for all purposes. No more than two co-owners of a single Vacation Ownership may apply for a single RCI Weeks Subscribing Membership. If a Vacation Ownership is owned by more than two persons, each person must apply for separate RCI Weeks Subscribing Memberships. RCI may honor instructions from any person listed as a co-owner of Vacation Ownership on a membership and, in the event of conflicting instructions, RCI may refuse to honor any later instruction received. Each Member agrees that if any of the information contained in the Enrollment Application is incorrect, each Member will accept a notice of change of information from RCI as conclusive evidence of the correct information, and such notice shall be effective to amend the Enrollment Application.

Initiation Fee. An Initiation Fee may be charged to the Member if RCI does not receive the initial subscription fee payment together with required ownership information at the time of purchase of the RCI Weeks Subscribing Membership, or if the Member fails to renew a subscription within ninety (90) days following its expiration.

Subscription Fee. Each Member is required to pay an annual subscription fee in an amount determined by RCI. The Subscription Fee entitles the Member to a current subscription to *ENDLESS VACATION* magazine and use of the RCI Weeks Exchange Program. Membership ceases if the Member fails to renew a subscription within ninety

(90) days following subscription expiration. All rights to receive *ENDLESS VACATION* magazine and to use the RCI Weeks Exchange Program

immediately cease upon failure to renew a subscription. RCI reserves the right to charge an initiation fee and the annual *ENDLESS VACATION* magazine subscription fee for reinstatement.

4. TRADING POWER.

a. Deposited Vacation Time is assigned a Trading Power value by RCI at the time of Deposit. Trading Power may vary from deposit to deposit, since Inventory is re-evaluated by RCI from time to time.

Trading Power changes over time and is based on:

- The demand, supply, classification grouping, and utilization of the Deposited Vacation Time, and the Affiliated Resort and geographic region associated with the Deposited Vacation Time.
- The seasonal designation of the Deposited Vacation Time.

iii. The size and type of the unit Deposited (i.e., number of bedrooms, kitchen type and Maximum/Private Occupancy of the physical unit).

iv. The Comment Card Scores of the Affiliated Resort. RCI Comment Cards are solicited by RCI from Members as a means to gather information on each Affiliated Resort participating in the RCI Weeks Exchange Program.

vi. The date of Deposit and the start date of the Deposited Vacation Time.

NOTE: RCI Weeks Exchange Program usage patterns impact a Member's Trading Power. Certain criteria upon which Trading Power is established, as outlined above, may be waived for Members requesting Internal Exchanges within their Home Resort or Home Group. In addition, due to technical limitations, the Trading Power criteria cited above may be waived for exchanges to and from resorts where a computer link has not been established.

5. DEPOSITING VACATION TIME.

a. Any Member whose subscription fee is current may Deposit Vacation Time in the RCI Weeks Exchange Program, subject to these Terms and Conditions.

b. Members may Deposit Vacation Time from 24 months prior to the start date of the Deposited Vacation Time until 14 days prior to the start date of the Deposited Vacation Time. RCI may, at its sole discretion, accept a Deposit less than 14 days prior to the start date of the Deposited Vacation Time upon payment of an additional fee ("The Close Date Fee"). RCI generally considers requests for such deposits in areas of high demand.

c. Only Vacation Time that is available to be exchanged may be deposited. Vacation Time may be Deposited by mail, facsimile, internet, or by telephone. Members who Deposit "floating" Vacation Time must obtain unit and week assignments from their Home Resorts or Home Group before their Vacation Time can be Deposited. Members who have Deposited Vacation Time receive a written or electronic Deposit acknowledgment. The Member retains title to the Vacation Time subject to this Deposit.

d. Individual Members or those whose Home Resorts participate in the Auto-Deposit Program may participate in the program by enrolling with RCI. Upon enrollment, the Vacation Time selected will be automatically Deposited a specified number of months in advance of the start date of the Member's Vacation Time as established by the Member's Home Resort. Once Deposited, the Member's Vacation Time may be placed in a protected pool of inventory until the Member's Home Resort authorizes the Deposit. Members who are delinquent on their maintenance fees or assessments with their Home Resort may be denied participation in the Auto-Deposit Program until such fees are paid in full as determined by the Home Resort. Members may opt out of the Auto-Deposit Program on an annual basis at any time prior to the annual automatic Deposit of their Vacation Time.

e. A Member relinquishes all rights to the use of Vacation Time to the benefit of RCI when it is Deposited.

6. EXCHANGE.

Confirming an Exchange Request. Any Member whose subscription fee is paid through the final date of the exchange requested and who has Deposited Vacation Time may request an Exchange in the RCI Weeks Exchange Program. Qualifying Members may request Travel Dates beginning as early as one year prior to or as late as two years (up to three years if a Member has obtained deposit extensions) following the start date of the Deposited Vacation Time being used for the request.

Making a Request. Exchange Requests may be made in person, by mail, facsimile, internet, or telephone.

i. By telephone: 1-800-338-7777

ii. By Facsimile: 1-317-805-9335

iii. By Mail:

RCI Weeks Exchange Program

The following Terms and Conditions govern participation in the RCI Weeks Exchange Program.

1. DEFINITIONS. As used in the RCI Weeks Disclosure Guide to the RCI Weeks Exchange Program ("Guide") and these Terms and Conditions of Subscribing Membership ("Terms and Conditions") the following definitions apply:

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- Host Resort — An Affiliated Resort to which a Member travels on an Exchange Vacation.

c. **All Inclusive Package** — A package of food, beverages, or other amenities required or offered by the resort for an additional fee. Payment for an All Inclusive Package may be required prior to or at check-in. All Inclusive Packages may vary in price and in the types of food, beverages, and amenities included. The Member may be required to purchase the All Inclusive Package as a condition for use of the accommodations, or the All Inclusive Package may be optional and Members may not be required to purchase it as a condition for use of the accommodations, if they so choose. Food, beverages, and amenities may not be available at the resort if the Member chooses not to purchase an optional package. Fees, terms and conditions of All Inclusive Packages are determined solely by the resort, and are subject to change at any time.

d. **Alternative Inventory** — Additional Inventory and other additional benefits acquired by RCI and made available to Members.

e. **Auto-Deposit Program** — A program that allows Members to automatically Deposit their Vacation Time.

f. **Cancellation Fee** — Fee charged to Members upon cancellation of a Confirmed Exchange or any other product or service.

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h. **Comment Card Scores** — The composite evaluation of an Affiliated Resort derived from Member Comment Cards.

i. **Confirmation** — A written or electronic notice to a Member that accommodations have been reserved for use by the Member.

j. **Confirmed Exchange** — An Exchange for which a Confirmation has been issued.

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r. **Indemnitee** — RCI and its partners, officers, managers, employees, directors, shareholders, agents, representatives, parent companies, affiliates and subsidiaries and the predecessors, successors and assigns of all of them.

s. **Internal Exchange** — An Exchange occurring between periods of Vacation Time in the same Home Resort or Home Group.

t. **Inventory** — Vacation Time or any good, service, benefit, or movable or immovable property designed for separate occupancy or consumption including but not limited to any apartment, condominium or cooperative unit, cabin, lodge, hotel or motel room, campground or other private or commercial structure or improvement, whether movable or immovable property, and whether situated on real or personal property that is utilized in the RCI Weeks Exchange Program.

u. **Maximum Occupancy** — The maximum number of persons who may occupy inventory as determined by local law or Host Resort standards.

v. **Member** — RCI Weeks Subscribing Member. A corporate participant may, in RCI's sole discretion, be permitted to function as a Member.

w. **Guest Pass** — Certificate purchased from RCI on a one-time basis for a one-time fee, with a specified term of years, enabling a Member to give multiple Confirmations as gifts to a friend or family member age 21 or older, without paying an individual Guest Certificate fee for each gift. Guest Pass is valid for the specified term so long as the Member timely renews and maintains his/her Subscribing Membership and has not directed the termination of the Guest Pass, and RCI has not otherwise terminated the subscribing membership or certificate.

x. **Private Occupancy** — The maximum number of persons per unit with private access to a bathroom based on a ratio of two adults per private sleeping area.

y. **RCI** — RCI, LLC, a Delaware limited liability company (registered as Resort Condominiums International, LLC in Indiana, Nevada, New Jersey, North Carolina and Ohio), its officers, managers, employees, directors, shareholders, agents, representatives, parent companies, affiliates and subsidiaries and the predecessors, successors and assigns of all of them. RCI is the owner and operator of the RCI Weeks Exchange Program.

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aa. **RCI Weeks Subscribing Member** — An owner of Vacation Time who has enrolled in the RCI Weeks Exchange Program. The term "RCI

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- bb. **Resort Affiliation Agreement** — The written document governing the relationship between RCI and an Affiliated Resort.
- cc. **Seasonal Designations** — Periods into which deposited Vacation Time is divided, based upon demand, as designated by RCI from time to time and used to prioritize Internal Exchange Requests. Red = High Demand, White = Medium Demand, Blue = Low Demand.
- dd. **Trading Power** — The value assigned by RCI to Inventory upon a Member's Deposit and used by RCI when attempting to fulfill an Exchange Request.
- ee. **Travel Dates** — The starting and ending dates of an Exchange Request, whether confirmed or not confirmed.
- ff. **Vacation Owner** — A person (including a corporate participant) who owns Vacation Ownership.
- gg. **Vacation Ownership** — The Member's legal right to own, occupy or use accommodations at their Home Resort.
- hh. **Vacation Ownership Expenses** — Any obligations associated with or appurtenant to a Member's Vacation Ownership by whomsoever levied, including, but not limited to, any obligation for the payment of maintenance fees, assessments, common expenses, recreational fees, promissory notes, mortgage payments or taxes.
- ii. **Vacation Time** — Use rights for a period of time, whether recurring week(s), or parts thereof, of a Member's Vacation Ownership, which are deposited in the RCI Weeks Exchange system.
- jj. **You** — An RCI Weeks Member.

2. BENEFITS OF MEMBERSHIP. RCI will allow participation in the RCI Weeks Exchange Program to all Members who comply with these Terms and Conditions. RCI from time to time will provide to its Subscribing Members RCI's *ENDLESS VACATION*® magazine. Additionally, RCI will make available to Subscribing Members, in its sole discretion, the RCI directory of Affiliated Resorts (or variations thereof) and Supplements thereto ("*ENDLESS VACATION* Publications"), special offers and where possible, access to RCI's website located at www.rci.com. RCI is responsible only for the written representations that it makes concerning RCI and the RCI Weeks Exchange Program, and is not responsible for any representations made by any other person or entity.

3. CONDITIONS OF MEMBERSHIP.

Conditions Precedent. A Vacation Owner is entitled to become an RCI Weeks Subscribing Member and to participate in the RCI Weeks Exchange Program if the following conditions are met:
The Vacation Owner's Home Resort or Home Group must be affiliated with RCI or the Vacation Owner's Vacation Time must be deemed appropriate by RCI at its sole discretion, to be Deposited for use by Subscribing Members.

- ii. The Vacation Owner's Home Resort or Home Group must be operated in a commercially reasonable manner that will enable it to meet its obligations and must otherwise be in compliance with all terms of the Resort Affiliation Agreement, if any. Any determination of a Home Resort or Home Group's compliance is solely at the discretion of RCI.
- iii. RCI must have received and accepted either a completed Enrollment Application or a corporate participation enrollment on behalf of the Vacation Owner, together with other pertinent information concerning the Vacation Time purchase. RCI reserves the right to refuse any application and the applicable fees.
- iv. Member must be paid to current and RCI must have received payment for the annual current with any and all applicable maintenance fees at the Home Resort or Home Group. The existence of a maintenance fee "block" on a Member's RCI account is deemed to be the failure to meet this condition precedent.

b. **Enrollment Applications.** If a corporation, partnership, trust or other entity owns Vacation Ownership, the enrollment application must be completed on behalf of the owner in the individual name of an officer, partner or trustee of the entity, and RCI shall be entitled to treat such individual as the Member for all purposes. No more than two co-owners of a single Vacation Ownership may apply for a single RCI Weeks Subscribing Membership. If a Vacation Ownership is owned by more than two persons, each person must apply for separate RCI Weeks Subscribing Memberships. RCI may honor instructions from any person listed as a co-owner of Vacation Ownership on a membership and, in the event of conflicting instructions, RCI may refuse to honor any later instruction received. Each Member agrees that if any of the information contained in the Enrollment Application is incorrect, each Member will accept a notice of changed information from RCI as conclusive evidence of the correct information, and such notice shall be effective to amend the Enrollment Application.
Initiation Fee. An Initiation Fee may be charged to the Member if RCI does not receive the initial subscription fee payment together with required ownership information at the time of purchase of the RCI Weeks Subscribing Membership, or if the Member fails to renew a subscription within ninety (90) days following its expiration.
Subscription Fee. Each Member is required to pay an annual subscription fee in an amount determined by RCI. The Subscription Fee entitles the Member to a current subscription to *ENDLESS VACATION* magazine and use of the RCI Weeks Exchange Program. Membership ceases if the Member fails to renew a subscription within ninety

(90) days following subscription expiration. All rights to receive *ENDLESS VACATION* magazine and to use the RCI Weeks Exchange Program immediately cease upon failure to renew a subscription. RCI reserves the right to charge an initiation fee and the annual *ENDLESS VACATION* magazine subscription fee for reinstatement.

4. TRADING POWER.

a. Deposited Vacation Time is assigned a Trading Power value by RCI at the time of Deposit. Trading Power may vary from deposited to deposit, since inventory is re-evaluated by RCI from time to time.

Trading Power changes over time and is based on:

- i. The demand, supply, classification grouping, and utilization of the Deposited Vacation Time, and the Affiliated Resort and geographic region associated with the Deposited Vacation Time.
 - ii. The seasonal designation of the Deposited Vacation Time.
 - iii. The size and type of the unit Deposited (i.e., number of bedrooms, kitchen type and Maximum/Private Occupancy of the physical unit).
 - iv. The Comment Card Scores of the Affiliated Resort. RCI Comment Cards are solicited by RCI from Members as a means to gather information on each Affiliated Resort participating in the RCI Weeks Exchange Program.
 - vi. The date of Deposit and the start date of the Deposited Vacation Time.
- NOTE: RCI Weeks Exchange Program usage patterns impact a Member's Trading Power. Certain criteria upon which Trading Power is established, as outlined above, may be waived for Members requesting Internal Exchanges within their Home Resort or Home Group. In addition, due to technical limitations, the Trading Power criteria cited above may be waived for exchanges to and from resorts where a computer link has not been established.

5. DEPOSITING VACATION TIME.

- a. Any Member whose subscription fee is current may Deposit Vacation Time in the RCI Weeks Exchange Program, subject to these Terms and Conditions.
- b. Members may Deposit Vacation Time from 24 months prior to the start date of the Deposited Vacation Time until 14 days prior to the start date of the Deposited Vacation Time. RCI may, at its sole discretion, accept a Deposit less than 14 days prior to the start date of the Deposited Vacation Time upon payment of an additional fee ("The Close Date Fee"). RCI generally considers requests for such deposits in areas of high demand.
- c. Only Vacation Time that is available to be exchanged may be Deposited. Vacation Time may be Deposited by mail, facsimile, internet, or by telephone. Members who Deposit "floating" Vacation Time must obtain unit and week assignments from their Home Resorts or Home Group before their Vacation Time can be Deposited. Members who have Deposited Vacation Time receive a written or electronic Deposit acknowledgment. The Member retains title to the Vacation Time subject to this Deposit.
- d. Individual Members or those whose Home Resorts participate in the Auto-Deposit Program may participate in the program by enrolling with RCI. Upon enrollment, the Vacation Time selected will be automatically Deposited a specified number of months in advance of the start date of the Member's Vacation Time as established by the Member's Home Resort. Once Deposited, the Member's Vacation Time may be placed in a protected pool of inventory until the Member's Home Resort authorizes the Deposit. Members who are delinquent on their maintenance fees or assessments with their Home Resort may be denied participation in the Auto-Deposit Program until such fees are paid in full as determined by the Home Resort. Members may opt out of the Auto-Deposit Program on an annual basis at any time prior to the annual automatic Deposit of their Vacation Time.
- e. A Member relinquishes all rights to the use of Vacation Time to the benefit of RCI when it is Deposited.

6. EXCHANGE.

Confirming an Exchange Request. Any Member whose subscription fee is paid through the final date of the exchange requested and who has Deposited Vacation Time may request an Exchange in the RCI Weeks Exchange Program. Qualifying Members may request Travel Dates beginning as early as one year prior to or as late as two years (up to three years if a Member has obtained deposit extensions) following the start date of the Deposited Vacation Time being used for the request.
Making a Request. Exchange Requests may be made in person, by mail, facsimile, internet, or telephone.

- i. By telephone: 1-800-338-7777
- ii. By Facsimile: 1-317-805-9335
- iii. By Mail:
RCI Weeks Exchange Program
P. O. Box 80229 Indianapolis, IN 46280
Attention: RCI Weeks Exchange Requests
- iv. in person:
RCI 9998 North Michigan Road Carmel, Indiana 46032
- v. Electronically at www.rci.com

The Member will receive a written or electronic Confirmation, which must be presented upon check-in or, if not available, then the Confirmation detail provided by RCI for such purpose must be provided.

i. **Ability to Confirm.** RCI'S ABILITY TO CONFIRM A SPECIFIC EXCHANGE REQUEST IS DEPENDENT UPON THE VACATION TIME AVAILABLE OR AS PROVIDED BY THE ACCOMMODATING PARTIES. THEREFORE, RCI CANNOT GUARANTEE SPECIFIC QUALIFIED RESORT CHOICES, DATES OF TRAVEL, OR TYPES OR SIZES OF ACCOMMODATIONS. THE EARLIER AN EXCHANGE IS REQUESTED, THE BETTER THE POSSIBILITY THAT A SPECIFIC REQUEST MAY BE CONFIRMED.

j. **Validity.** A Confirmation is valid only if issued by RCI or a party authorized by RCI. Upon receipt, the Member should review all the details in the Confirmation and notify RCI immediately if any information in the Confirmation is incorrect. Subsequent changes to any aspect of the

Confirmation may be treated as a cancellation.

k. **Reasonable Restrictions.** RCI may enforce restrictions on Exchanges required by Affiliated Resorts and/or accommodating parties which RCI, in its sole discretion deems reasonable. Restrictions may include, but are not limited to, prohibiting Members or their guests from exchanging into the same resort more than once in a specified period, prohibiting exchanges from or to other resorts located in the same geographic area as the Affiliated Resort, minimum age requirements or requirements for mandatory All Inclusive Packages.

l. **Unavailability.** If a Confirmed Exchange is unavailable for any reason other than Force Majeure (which reasons may include, but are not limited to, the unavailability of an accommodation at an Affiliated Resort due to continued or unauthorized use by an occupant or overbooking), RCI will make commercially reasonable efforts to locate and provide the Member with an equivalent alternative accommodation located within the same geographic vicinity. RCI shall have no additional liability to the Member once it makes all commercially reasonable efforts to locate and offer to the Member alternate accommodations to the Member.

m. **Customer Care.** Complaints about accommodations or services provided at an Affiliated Resort or accommodating party should be made at the earliest opportunity to a person in authority at the Affiliated Resort or accommodating party. If this does not produce a satisfactory result, you may contact the nearest RCI servicing office. In the event the Affiliated Resort or accommodating party does not resolve the matter, you should contact RCI's Customer Care department online at www.rci.com and select the "Contact RCI" tab at the top of the screen, click on the "United States and Canada" link then click on "Send us an e-mail" and fill out the online Feedback Form. Alternatively, you may send an e-mail directly to feedback@rci.com, or send a letter to RCI's Customer Care department at Box 80229, Indianapolis, Indiana 46280-0229 or 1-800-338-7777. Please give full details of the complaint within thirty (30) days of your return. RCI reserves the right to offer additional benefits to Members in exchange for Deposited

n. **Vacation Time.** Such additional benefits, which may be identified from time to time by RCI, include but are not limited to cruises or other accommodations, products or services. Additional benefits offered in exchange for Deposited Vacation Time may periodically change at RCI's sole discretion. In addition, RCI does not guarantee that any specific additional benefit will be available to Members or, if made available, will remain available for any period of time.

7. EXCHANGE SYSTEM PRIORITIES. RCI's ability to confirm an Exchange Request, except as provided below, is dependent upon Inventory available or as provided by the Accommodating Parties. Neither RCI nor resort personnel may represent that specific resort choices and/or Travel Dates can be guaranteed through the RCI Weeks Exchange Program.

Members requesting an Internal Exchange to their Home Resort or Home Group in the season in which that member owns Vacation Ownership may receive priority over other Members who do not own Vacation Ownership at that Home Resort or Home Group. RCI may offer programs by which Vacation Time may be exchanged for other accommodations, products, services and/or other considerations. Demand and supply may be influenced by many different factors. Location, quality, timing, seasonality, region and comparability are among those factors which may change and which influence supply and demand. Other limitations, restrictions and priorities may be employed in the operation of the RCI Weeks Exchange Program, including limitations based on seasonality, unit size or other factors. These limitations, restrictions and priorities may not be uniformly applied to, as a result, certain Inventory may be exchanged in other programs and/or restricted in availability based upon applicable priorities and classification grouping of resorts.

To increase the likelihood that specific resort choices and vacation dates may be confirmed, Members are encouraged to submit Exchange Requests as far as possible in advance of requested Travel Dates. Members are also encouraged to request seasons and unit occupancies that are the same as the season and unit occupancy of the Member's Deposited Vacation Time. In the event the requested Travel Dates, resort choices and/or designated number of bedrooms are not available, Members may be offered alternative choices based upon availability. If, within twenty-four (24) months following the start date of the Deposited Vacation Time, a Member does not request a vacation exchange through RCI or does not accept an alternative resort choice and/or Travel Date available in the RCI Weeks Exchange system, the Member may lose the use of the annual Deposited Vacation Time and will be ineligible to receive a Confirmation against that Deposited Vacation Time. Members may be able to purchase Deposit Extensions for a longer period of time (up to twelve [12] months) at RCI's sole discretion. A Member may lose the right to exchange Vacation Time owned at an Affiliated Resort if the developer or owners association of the Affiliated Resort fails to perform its contractual obligations to RCI, or if the Resort's RCI Affiliation is not renewed or is terminated, either by RCI or by the Affiliated Resort.

8. EXCHANGE FEES. Members must pay an exchange fee to RCI for each Exchange Request before RCI will process the Exchange Request. If RCI is unable to provide a Confirmed Exchange within nine (9) months of submission, The Exchange Fee may be refundable.

9. WITHDRAWAL OF VACATION TIME.

Members may withdraw their Deposited Vacation Time only if:
a. the Vacation Time has not been assigned by RCI, and
b. the Member has not received an Exchange Confirmation as a result of the Deposited Vacation Time. Once withdrawn, Vacation Time may not be redeposited unless RCI chooses, in its sole discretion, to accept such redeposit.

10. DEPOSIT EXTENSION. Members may extend the useful life of a Deposit in increments of three or six months, up to and including a maximum deposit extension of one year. A service fee for each deposit extension may be required. RCI reserves the right to discontinue offering deposit extensions, to modify the terms of deposit extensions, or to change the fee for deposit extensions at its sole discretion.

11. TRANSFERRING DEPOSITED VACATION TIME UPON SALE OF VACATION OWNERSHIP.

Subject to RCI's approval, a Member may transfer his/her RCI Weeks membership to a person acquiring that Member's interest in the Vacation Ownership. The transferring Member must submit to RCI a completed Membership Transfer Application ("MTA") and pay the applicable MTA fee for each such transfer. A completed MTA may be submitted to RCI by mail, fax, internet or telephone. If a Member sells or otherwise transfers his/her Vacation Ownership, the transferee Member may be subject to any outstanding Deposit which exists in respect to such Vacation Ownership. See Section 12 for further information regarding the transfer of such Deposited Vacation Time. RCI reserves the right to refuse to accept any MTA and the applicable fees. RCI reserves the right to modify the terms of membership transfers in its sole discretion.

12. TRANSFERRING DEPOSITED VACATION TIME TO ANOTHER MEMBER WITHOUT SALE OF VACATION OWNERSHIP. Subject to RCI's approval, a Member may transfer Deposited Vacation Time either as part of a transfer of Vacation Ownership or to another existing Member, so long as the member has not been issued a Confirmed Exchange against the Deposited Vacation Time to be transferred. To transfer such Vacation Time, the transferring Member must submit a completed Vacation Time transfer authorization in a form acceptable to RCI, and pay the applicable deposit transfer fee for each such form submitted. If the Vacation Time transfer authorization is submitted to RCI at the time that an MTA is submitted then the Member will only be required to pay the MTA fee. A completed transfer authorization may be submitted to RCI by mail, fax, internet or telephone. By submitting a completed transfer authorization to RCI, the Member represents to RCI that the Member has not previously sold, rented or auctioned such Member's Deposited Vacation Time prior to the transfer to the other Member's RCI account and that the Member is not transferring the Deposited Vacation Time for compensation. RCI reserves the right to modify the terms of Vacation Time transfers in its sole discretion. Failure to comply with the terms of RCI Deposit transfers may lead to suspension and/or termination membership. RCI reserves the right to modify the terms of Vacation Time transfers in its sole discretion.

13. CANCELLATIONS.

a. Upon cancellation, the Trading Power of the Member's Deposited Vacation Time may be recalculated. RCI may refund all, or a portion, or none of the exchange fee according to the following guidelines:
With respect to Exchanges confirmed twenty-one (21) or more days prior to the start date of the Confirmed Exchange, the Member will receive a full refund of exchange fees if cancellation occurs by the end of the next RCI business day following the date on which the Exchange was confirmed by RCI. With respect to exchanges confirmed less than twenty-one (21) days prior to the start date of the Confirmed Exchange, no portion of the exchange fee will be refunded for any cancellation.

ii. If the cancellation occurs after the next RCI business day following the date of the Confirmation, and more than sixty (60) days prior to the start date of the Confirmed Exchange, the then-current cancellation fee will be charged, and the balance of the exchange fee will be refunded.

iii. If the cancellation occurs after the next RCI business day following the date of Confirmation, and sixty (60) days or less prior to the start date of the Confirmed Exchange, no portion of the exchange fee will be refunded.
In most instances when cancellation occurs prior to the start date of the Confirmed Exchange, the Member may request another exchange without making an additional Deposit. The then-current exchange fees and policies will apply.

In the event that an Affiliated Resort or accommodation becomes uninhabitable due to an Event of Force Majeure, as defined herein, cancellation may be required by RCI. RCI is not liable for the resulting cancellation. The Deposit used for the Confirmation is no longer eligible for another exchange and the exchange fee paid for the Confirmation will not be refunded. An additional exchange fee and Deposit of Vacation Time will be required to confirm a subsequent Exchange Request.

vi. Notwithstanding the foregoing, the cash portion paid with respect to Alternative Inventory reservations is subject to the following cancellation provisions:

vii. Alternative Inventory reservations confirmed twenty-one (21) or more days prior to the start date of the Alternative Inventory, a Member will receive a full refund of the cash amounts paid if cancellation occurs by the end of the next RCI business day following the date on which the Alternative Inventory was confirmed by RCI.

viii. Alternative Inventory reservations confirmed after the next RCI business day following the date of the Confirmation, and more than sixty

(60) days prior to the start date of the Alternative Inventory, a cancellation fee of thirty percent (30%) of the cash amount paid will be charged and seventy percent (70%) of the cash amount paid will be refunded.

ix. Alternative Inventory reservations cancelled after the next RCI business day following the date of the Confirmation, and less than sixty (60) days but more than fourteen (14) days prior to the start date of the Alternative Inventory, a cancellation fee of fifty percent (50%) will be charged and fifty percent (50%) of the cash amount paid will be refunded.

Alternative Inventory reservations confirmed less than fifteen (15) days prior to the start date of the Alternative Inventory, no portion of the amount paid will be refunded for any cancellation.

xi. RCI will fully refund the Guest Certificate fee when a Guest Certificate (other than a Guest Pass) is canceled more than sixty (60) days prior to the beginning date of the Confirmation. RCI will not refund the Guest Certificate fee when a Guest Certificate is canceled within sixty (60) days of the beginning date of the Confirmation. There is no refund of Guest Pass fees for any reason.

xii. RCI Cancellation Protection offers the opportunity to protect the Trading Power of a Member's Deposit and provide a credit on the Member's RCI account for a future exchange. The credit is valid for three (3) months after date of cancellation, and the member receives a \$100 credit. RCI Cancellation Protection may be purchased up to 30 days after confirmation occurs or up to 14 days before the start of the Member's Confirmed Exchange Travel Dates, whichever occurs first. Cancellation Protection may be cancelled for a refund up to 14 days after purchase provided that such cancellation occurs more than 14 days prior to the Travel Dates.

The above guidelines may not apply to special programs offered by or through RCI.

b. RCI reserves the right (without refund or credit) to cancel a Confirmation, cancel an Exchange Request or otherwise deny the exchange privileges of any Member whose payment is rejected by the Member's bank or credit card company or who has not paid maintenance fee assessments or similar charges with respect to the Member's Vacation Ownership as established by the Member's Home Resort, Home Group

or vacation club.

14. GUESTS/GUEST CERTIFICATES. A Member may give a Deposit or a Confirmation or certain other benefits of membership, as RCI in its discretion may permit from time to time, to a friend or family member by purchasing a Guest Certificate from RCI at the current Guest Certificate fee on the date of issue. Exchange Confirmations for guests must be initiated by the Member, and Confirmations may be made in the Guest's name. It is the responsibility of the Member to forward any and all correspondence and information regarding Guest Certificates and Confirmations to the guest.

A Member may give a Guest Pass to a friend or family member by purchasing at the then-current fee a Guest Pass for a stated period of time offered by RCI in its discretion from time to time. A Guest Pass allows the Member to give the named guest recipient the benefits of a Guest Certificate on multiple occasions during the stated period without paying an individual Guest Certificate fee for each transaction; provided that the Member has timely renewed his/her RCI Weeks Subscribing Membership, the subscribing membership has not been terminated, and the Member has not directed RCI to terminate the Guest Pass. The Member may terminate a Guest Pass at any time. The Guest Pass fee is non-refundable. No substitution of named guests on the Guest Pass will be permitted. It is the responsibility of the Member to forward any and all correspondence and information regarding Guest Certificates and Confirmations to the guest.

Guest Certificates may only be used by the individual(s) named on the certificate and their guests and may not be used by persons under the age of twenty-one (21). Guest Certificates are nontransferable, and may not be used for any commercial purpose, including auction, rental or sale. Their use is subject to any conditions, restrictions or limitations which may be imposed by the Host Resort.

Members are responsible for all acts and omissions of their guests and for any damages caused or expenses incurred by their guests. RCI reserves the right, in its sole discretion (without refund or credit), to revoke a Confirmed Exchange or Guest Certificate, terminate or suspend the membership of the relevant Member, or deny access to any of the products or services offered in connection with a membership in the event a Member, or the Member's guests, or the holder of a Guest Certificate breach these Terms and Conditions.

15. ALTERNATIVE INVENTORY. RCI may, from time to time, choose to acquire Alternative Inventory and make it available to Members, at RCI's sole discretion. Members may have the option to use their Deposit to book Alternative Inventory as may be made available by RCI. Such Alternative Inventory may be subject to additional terms and conditions. Alternative Inventory Exchanges may require a combination of fees paid and Deposit used, and may be subject to applicable taxes.

16. REPRESENTATIONS/WARRANTIES/ ACKNOWLEDGMENTS.

By enrolling as an RCI Weeks Subscribing Member or utilizing the RCI Weeks Exchange Program, the Member acknowledges, represents and warrants to RCI as follows:

a. **Authority.** The Member and all persons signing the Enrollment Application for Member have full power and authority and have been duly authorized, to enter into and perform or cause performance of Member's obligations under the Enrollment Application. If applicable, the Member has obtained all necessary approvals of its controlling entities including but not limited to owners or owners associations, Boards of Directors and lenders.

By Depositing Vacation Time or having it Deposited on the Member's behalf, the Member represents and warrants to RCI that: (1) the Member has or will have the legal right to use and assign the use of the Deposited Vacation Time and all other resort amenities to which such Member has access; (2) the Deposited Vacation Time has not been and will not be assigned, offered or made available to any third party; (3) the physical accommodations in which the Member owns Vacation Time are in good and usable condition; (4) all Vacation Time Expenses have been paid or will be paid by the Member when due.

b. **Status.** To the best of the Member's knowledge, neither the Member, the Member's Guests, the Member's owners (if the Member is an entity), the Member's officers, managers, directors or employees nor anyone else affiliated or associated with the Member, whether by common ownership, by contract, or otherwise, has been designated as, or is, a terrorist, a "Specially Designated National" or a "Blocked Person" as defined by U.S. Executive Order 13224, and enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, or otherwise.

c. **No Misrepresentations or Implied Covenants.** All written information the Member submits to RCI about the Member's Home Resort, Member, Member's controlling entity including but not limited to owners or owners associations, Boards of Directors or lenders, or the finances of any such person or entity, was or will be at the time delivered and when Member signs the Enrollment Application, true, accurate and complete, and such information contains no misrepresentation of a material fact, and does not omit any material fact necessary to make the information disclosed not misleading under the circumstances. There are no express or implied covenants or warranties, oral or written, between RCI and Member except as expressly stated in these Terms and Conditions. Any misrepresentation by the Member is grounds for immediate termination of the Member's RCI Weeks Subscribing Membership at RCI's sole discretion.

d. **Exchanges.** The Member acknowledges that some options available to Members for the Exchange of Vacation Time, and the procedures and conditions governing such options are set out in various *ENDLESS VACATION* publications and other materials RCI may provide from time to time. Such procedures and conditions are incorporated herein in their entirety. Deposits and Exchange Requests are accepted subject to the Member's compliance with these procedures and conditions. Each Member further acknowledges that his/her participation in the RCI Weeks Exchange Program and use of units of Vacation Time and Inventory are subject to these Terms and Conditions, including without limitation all such incorporated procedures and conditions.

e. **Additional or Separate Terms and Conditions.** Each Member acknowledges that Exchange or non-exchange-related programs and services offered through RCI or by third parties with the permission of RCI (including mandatory or optional All Inclusive Packages), where applicable, shall be governed by these Terms and Conditions but may be subject to additional and/or separate terms and conditions and may be changed or eliminated without prior notice to Members.

Unless specifically stated to the contrary, where the context requires otherwise or where otherwise prohibited, these Terms and Conditions shall control. RCI accepts no responsibility for the acts or omissions of any third parties providing such programs or services directly to a Member.

f. Each Member acknowledges that Inventory into which the Member exchanges may differ in unit size, design, furnishings, amenities, facilities and accessibility for individuals with disabilities from the accommodations of the Member's Vacation Ownership. Each Member acknowledges that it is the sole responsibility of the owner, lessor, lessee or operator of any Affiliated Resort or other accommodating party, and not the responsibility of RCI, to ensure its accommodations, facilities and amenities are accessible to and usable by individuals with disabilities.

17. INDEMNIFICATIONS. The Member will indemnify, defend and hold the Indemnitees harmless, to the fullest extent permitted by law, from and against all losses and expenses, incurred by any Indemnitee for any investigation, claim, action, suit, demand, administrative or alternative dispute resolution proceeding, relating to or arising out of any transaction, occurrence or service at a resort, or involving personal injury or property damage, any breach or violation of any contract or any law, regulation or ruling by, or any act, error or omission (active or passive) of the Member, the Member's guests, any party associated or affiliated with the Member, his guests, or any of the owners, officers, directors, employees, agents or contractors of the Member or the Member's affiliates. The Member has no obligation to indemnify an Indemnitee for damages to compensate for property damage or personal injury if a court of competent jurisdiction makes a final decision not subject to further appeal that the Indemnitee engaged in willful misconduct or intentionally caused such property damage or bodily injury.

The Member will respond promptly to any matter described in the preceding paragraph, and defend the Indemnitee. The Member will reimburse the Indemnitee for all costs of defending the matter, including reasonable attorneys' fees, incurred by the Indemnitee if the Member's insurer or the Member does not assume defense of the Indemnitee promptly when requested, or separate counsel is appropriate, in RCI's sole discretion, because of actual or potential conflicts of interest. Indemnitee has the right to retain counsel of its choosing. RCI must approve any resolution or course of action in a matter that could directly or indirectly have any adverse effect on RCI, or could serve as a precedent for other matters.

18. ADMINISTRATION.

a. **Late Check-In.** Unless a Member or guest informs the check-in desk at a particular resort or the applicable Alternative Inventory provider that they anticipate checking in later than the arrival time designated within a Confirmation, the arriving Member or guest risks forfeiture of such Confirmation and the Deposit used to make such Confirmation, consistent with Section 13.

b. **Applicable Limitations.** Various limitations exist for Affiliated Resorts and with respect to Alternative Inventory (for example, occupancy limitations). Each Member and guest shall observe applicable occupancy limitations, and shall comply with any terms and conditions set forth by the respective Affiliated Resort and/or Alternative Inventory provider.

c. **Relationship Between RCI and Affiliated Resort or Accommodation Provider.**

i. RCI is not responsible or liable for the actions or omissions of Affiliated Resorts or of Alternative Inventory providers. RCI and the Affiliated Resort, developer, marketer, seller of Vacation Ownership, Alternative Inventory providers, or accommodating party are separate and distinct entities, and RCI's service (The RCI Weeks Exchange Program) is separate and distinct from the products or services that are sold by or on behalf of the Affiliated Resort or accommodating party, including but not limited to Vacation Ownership. RCI neither owns, develops, markets or sells Vacation Ownership nor is it engaged in a joint venture, partnership or agency relationship with the Affiliated Resort, developer, marketer, seller of Vacation Ownership, Alternative Inventory provider, or accommodating party. RCI does not have the ability to control the operations or the access to facilities (including access for individuals with disabilities) of the Home Resort or Home Group or the Alternative Inventory provider and the existence or format of any Affiliation Agreement with a Home Resort or Home Group or an agreement with an Alternative Inventory provider shall not be deemed to infer or create such a relationship.

ii. These Terms and Conditions are separate and distinct from any agreement RCI may have with an Affiliated Resort, Alternative Inventory provider, or accommodating party.

iii. These Terms and Conditions are separate and distinct from any agreement the Member may have with an Affiliated Resort, developer, marketer, seller of Vacation Ownership or accommodating party.

iv. RCI may suspend or terminate the right to participate in the RCI Weeks Exchange Program of any Member who owns Vacation Ownership at an Affiliated Resort that fails to perform the obligations under any agreement with RCI, or whose agreement with RCI ends for any reason. Members who own Vacation Ownership only at such a resort and whose rights to participate in the RCI Weeks Exchange Program are suspended or whose membership expires may not be permitted to renew or reactivate their membership. In addition, RCI may suspend or terminate any benefits or services offered by such Affiliated Resort or accommodating party, including the use of Vacation Time at such Affiliated Resort.

v. Each Member's decision to purchase Vacation Ownership should be based primarily upon the benefits to be gained from the ownership, use and enjoyment of such Member's Vacation Ownership at the Affiliated Resort and not upon the anticipated benefits of the RCI Weeks Exchange Program. The Affiliated Resort at which a Member purchases Vacation Ownership is solely responsible for the resort's financial viability and the quality of the resort's accommodations, facilities, amenities, management and services and compliance with all laws, rules and regulations, including, but not limited to, ensuring its accommodations, facilities and amenities are readily accessible to and usable by individuals with disabilities. In addition, any accommodating party is solely responsible for the accommodating party's financial viability and the quality of the accommodating party's accommodations, facilities, amenities, management and services, and compliance with all laws, rules and regulations, including, but not limited to, ensuring its accommodations, facilities and amenities are readily accessible and usable by individuals with disabilities. Each Member acknowledges that RCI is not the owner, lessor, lessee or operator of any Affiliated Resort or other accommodating party.

d. **Information about Affiliated Resorts and Alternative Inventory.** Information about Affiliated Resorts, Alternative Inventory and/or accommodating parties provided by RCI is based on information obtained from Affiliated Resorts or accommodating parties. RCI expressly disclaims liability for inaccurate, incomplete or misleading information concerning any Affiliated Resort, Alternative Inventory or accommodating party.

e. **Cancellation by RCI.** Confirmed Exchanges may be cancelled by RCI with respect to any resort which ceases to be an Affiliated Resort or any Alternative Inventory provider which ceases to provide Alternative Inventory. Upon such cancellation, the Member's relevant Vacation Time will be re-deposited, and Trading Power may be recalculated. RCI may also cancel a Confirmation due to any Event of Force Majeure, as defined

in Section 25. Upon any such cancellation, the Member will not receive a re-deposit of Vacation Time used for that Confirmation. In addition, RCI may cancel a Confirmed Exchange following the suspension or termination of a Member's membership. Upon any such cancellation, the Member will not receive a re-deposit of Vacation Time used for that Confirmation.

f. **Withdrawal of benefits.** RCI may withdraw any or all benefits, including the use of Vacation Time at Affiliated Resorts and Alternative Inventory, or suspend or terminate the affiliation of Home Resorts or Home Groups if:

- the Affiliated Resort is not operated in a manner that enables it to meet its obligations or is otherwise not in compliance with applicable laws, rules, regulations, policies or procedures;
- there is a termination of the Affiliation Agreement;
- the resort is destroyed or condemned or otherwise not suitable for use;
- the legal existence of the property regime at the Affiliated Resort is terminated;
- RCI's Affiliation Agreement with an Affiliated Resort or a resort's Home Group is terminated or expires, or the Affiliated Resort's relationship with the RCI Weeks Exchange Program is otherwise terminated. In such event, RCI shall use commercially reasonable efforts to make available alternative accommodations for Members whose Confirmations are cancelled provided, however, RCI shall have no obligation to reimburse a Member for any cost or expenses or to otherwise satisfy specific requests;
- the agreement between the Alternative Inventory provider and RCI either expires or is terminated; or RCI terminates the operation of the RCI Weeks Exchange Program.

g. **Re-enrollment.** If the Member's membership terminates or is terminated by RCI for any reason, and the Member desires re-enrollment, the Member must execute a new Enrollment Application. The Member's re-enrollment is subject to RCI's right to refuse any Enrollment Application and the fees applicable thereto.

h. **Non-Commercial Use.** The RCI Weeks Exchange Program, including without limitation, Confirmations, Guest Certificates, Vacation Time and Alternative Inventory, may not be used by a Guest or a Member for commercial purposes, including through auction, rental or sale. Such use is grounds for immediate termination of Member's RCI Weeks Subscribing Membership and cancellation of any Confirmed Exchange(s).

i. **Failure to Pay.** All RCI Weeks Subscribing Membership fees and renewal fees, Member or guest transaction fees or other fees must be paid when due. If RCI Weeks Subscribing Membership fees are not paid when due, then subscribing membership may be terminated and Guest Pass may be cancelled.

j. **Responsible Use, Additional Fees, Damages.** Members and guests are responsible for occupying and using any accommodations into which they or their guests have exchanged, or to which Members or guests otherwise have access, in a responsible, careful and secure manner and in accordance with the rules and regulations of the Affiliated Resort or accommodating party. Members and guests are responsible for the payment of any applicable taxes, port charges, gratuities, personal expenses, utility charges, security deposits, All Inclusive Package Fees and other fees or charges levied with respect to Vacation time at an Affiliated Resort and/or Alternative Inventory for the use of amenities and facilities. Members are responsible for any damage, theft or loss, and/or expenses incurred or caused by themselves or their guests.

k. **Monitoring.** Conversations to and from RCI representatives may be monitored and/or recorded for training, quality control, and other lawful purposes.

l. **Additional Products, Services.** The Member acknowledges that RCI or its affiliates may on occasion offer products or services through solicitations and advertisements via mail, email, telephone (including automated dialing equipment and artificial and prerecorded messages), facsimile machine or other means. The Member hereby expressly consents and requests to receive such solicitations and advertisements from RCI and its affiliates, at the telephone and facsimile number(s), and mailing and email address(es) provided by the Member to RCI. The Member acknowledges that such consent and request to receive solicitations continues, whether or not the Member's RCI Weeks Subscribing Membership is terminated or expires, for the maximum period of time permitted by law or until the Member expressly withdraws such consent and request.

m. Each Member authorizes:

- its Home Resort, Home Group, or any Affiliated Resort or other applicable entity to release to RCI any information RCI requests related to such Member's payment or lack of payment of Vacation Ownership or Vacation Time Expenses.
- RCI to release to its Home Resort, Home Group, or any Affiliated Resort(s) at which such Member owns Vacation Ownership any information with respect to the Member's use of Vacation Time through the RCI Weeks Exchange Program and to release information relating to the Member and Member's ownership of Vacation Time to any Affiliated Resort or Accommodation Provider into which Member exchanges. Member acknowledges that such authorization continues, whether or not the Member's RCI Weeks Subscribing Membership is terminated or expires, for the maximum period of time permitted by law or until the Member expressly withdraws such authorization. For information regarding RCI's Privacy Policy go to www.rci.com. You may also obtain a printed copy of RCI's privacy policy free of charge by contacting us via phone, mail or email.

n. Each Member acknowledges that if the Member fails to pay Vacation Time Expenses, RCI may, in its sole discretion, pay some or all of the outstanding Vacation Time Expenses. In that case, the amount of Vacation Time Expenses paid by RCI may be billed to the Member as additional Member Subscription fees which have not been paid.

19. REVOCATION OF A MEMBER'S CONFIRMATION. RCI may revoke a Member's Confirmation or Guest Certificate (including a Guest Pass) without refund or credit and may deny access to any of the products or services offered in connection with a membership if:

- the Member, Guest or guest of a Member fails to comply with or breaches any provision of these Terms and Conditions or the Enrollment Application;
- the Member fails to pay any fees due and owing to RCI, any Affiliated Resort (including homeowner association fee(s) and assessment(s) at such resort), accommodating party, RCI Travel or any other entity affiliated with RCI;
- the Member fails to remain current in the payment of any purchase money obligations respecting Vacation Ownership Deposited by or on behalf of that Member;
- the Member or his/her guest misuses a Confirmation;
- the Affiliated Resort associated with the Member's Deposited Vacation Time is not then in good standing;
- the Member or his/her guest causes property damage to any Affiliated Resort or accommodating party.

20. SUSPENSION OF MEMBERSHIP. If a Member is suspended, the Member may not utilize the benefits of the RCI Weeks Exchange Program. Suspension of membership may preclude the Member from obtaining Confirmations and RCI may cancel Confirmations and terminate any pending Exchange Requests. In the event of a suspension based upon non-payment, the Member's exchange privileges will remain suspended until all sums that are owed are paid.

21. TERMINATION OF MEMBERSHIP. In addition to any penalty allowed for suspension of membership, RCI may also terminate a membership upon:

- the termination or expiration of the Member's subscription or Enrollment Agreement;
- suspension if the Member fails to cure the reasons for such suspension within such time as determined by RCI;
- termination of the RCI Weeks Exchange Program; or
- termination of the affiliation with RCI of any Affiliated Resort at which the Member Deposited his/her Vacation Time; or
- any requirement to do so by any local, state or federal governmental entity (or its equivalent if a foreign country) and/or by any laws, rules or regulations court of competent jurisdiction that may apply;
- any determination by RCI, at its sole discretion, that a Member or holder of a Guest Certificate or Guest Pass is abusive in person, on the telephone or via e-mail to an RCI Guide or resort personnel, or
- g. for any other reason in the sole discretion of RCI.

Notwithstanding termination, all fees and other amounts owing to RCI by such Member shall be immediately due and payable to RCI. Upon termination, use rights associated with Deposited

Vacation Time will remain the property of RCI, unless released by RCI at its sole discretion.

In the event of termination, an initiation fee will be required to re-activate membership.

In the event RCI terminates the RCI Weeks Exchange Program, all memberships and Guest Pass shall terminate. Any refund of prepaid subscription fees, if applicable, shall be calculated in accordance with Section 22a.

RCI may cancel a subscribing membership or Guest Pass for any other reason in its sole discretion.

22. CANCELLING, TRANSFERRING OR RENEWING A MEMBERSHIP.

a. **Cancellations.** The Member may cancel an RCI Weeks Subscribing Membership by notifying RCI by telephone or in writing in a form acceptable to RCI. In the event of such cancellation, a prorated refund may be due. Subscription fees may be prorated based on the application of the price of a single year membership to each year, or portion of a year, of membership used, as follows: The basis for the prorated calculation will be one-twelfth (1/12) the cost of a single year membership at the time of cancellation ("Cancellation Rate"), even if a multiyear membership was purchased. The amount of the refund will be calculated by multiplying the Cancellation Rate by the number of months of membership used, and then deducting that amount from the actual amount paid for the membership. The difference, if any, will be refunded to the party who made the payment. For the purposes of this calculation, a membership is used if it is in effect on the date of cancellation.

Membership automatically ceases if a Member fails to renew a subscription within 90 days following subscription expiration. Reinstatement as a Member may require payment of the RCI Weeks Subscribing Membership initiation fee and the annual *ENDLESS VACATION*® magazine subscription fee.

b. **Transfers.** If a Member sells or otherwise transfers its Vacation Ownership, the Member may also transfer the remainder of the existing term of its Subscribing Membership to the transferee, subject to RCI's approval. The Member must submit to RCI the properly executed membership transfer application, pertinent ownership information, and the applicable membership transfer fees. RCI reserves the right to refuse to accept any membership transfer application and the applicable fees. If a Member sells or otherwise transfers its Vacation Ownership, the transferee may be subject to any outstanding Deposit which exists in respect to such Vacation Ownership. See Section 12 for information regarding transferring Deposited Vacation Time

c. **Renewals.** Members may renew or extend their membership at any time by forwarding to RCI the applicable subscription fee. However, if a Member fails to submit the applicable subscription fee within ninety (90) days following the expiration of membership, RCI reserves the right to charge the Member the initiation fee in addition to the applicable subscription fee. The payment of all fees is a condition of renewal or reactivation of membership, and RCI reserves the right at any time to refuse to accept these fees and to refuse to renew or reactivate any membership.

23. LIMITATION OF LIABILITY. RCI's liability to a Member or guest for any loss, injury or damage resulting from their use of or inability to use the RCI Weeks Exchange Program or any other programs or services offered in connection with the RCI Weeks Exchange Program shall be limited to the fees paid to RCI, if any, for the relevant use. In no event shall RCI be liable for special, consequential, incidental or indirect damages. Non-RCI Weeks Exchange Program related programs and services offered through RCI or by third parties with permission of RCI, (including but not limited to All Inclusive Packages) are subject to separate terms and conditions and may be changed, eliminated or added to without prior notice to Members. RCI shall not be responsible for the acts or omissions and/or representations (whether oral or written) of any third parties, including but not limited to Affiliated Resorts, Alternative Inventory providers, and accommodating parties. This limitation applies regardless of the form of action whether in contract, tort or otherwise. This limitation of liability shall also apply to RCI and all affiliated companies, successors, assigns and agents of RCI, including but not limited to Wyndham Worldwide Corporation.

24. RCI RIGHTS. RCI may waive or modify the application of any requirement, including transaction fees, of the RCI Weeks Exchange Program

in its sole discretion. Based upon anticipated demand, RCI may use Vacation Time in other RCI programs. RCI may, at any time, dispose of Vacation Time in any commercially reasonable manner. Further, RCI may, at any time, dispose of Vacation Time if it reasonably determines will likely go unused, any Vacation Time that is not the subject of a Confirmation ninety (90) days prior to the start date of that Vacation Time, and Vacation Time acquired by RCI. RCI may in its sole discretion, permit an Affiliated Resort to make a Deposit and perform an Exchange and provide the Deposit or resulting Confirmation to a Member. RCI may, in its sole discretion, accept or reject any Enrollment Application.

25. ASSIGNMENT OF RIGHTS. By Depositing Vacation Time with RCI, each Member relinquishes all rights to use that Vacation Time and agrees that such Deposited Vacation Time may be used by RCI for any commercially reasonable purpose, including but not limited to the satisfaction of Exchange Requests, for inspection visits, promotions, rental, sale, marketing or for other purposes at RCI's sole discretion, including use in other exchange or accommodation programs.

26. AMENDMENT. RCI may amend these Terms and Conditions at any time in its sole discretion. Notice of any amendment affecting Members may be delivered by RCI to each Member at the last known mailing address as set forth in the records of RCI. Alternatively, notice of amendments may be made by newsletter, publication, mailings or, when applicable, by email or otherwise, in accordance with Section 28(c). An amendment to any RCI document will be effective on publication or mailing.

27. FORCE MAJEURE. If RCI should be prevented, hindered or delayed in the performance of any obligation hereunder, including, but not limited to, providing lodging accommodations, due to an Event of Force Majeure (as defined below), then RCI shall be excused from further performance upon notice to the affected Member stating the reason for such nonperformance, without obligation to refund or return any amounts paid by the affected Member prior to such notice.

The term "Event of Force Majeure", as used herein, shall mean and refer to: (i) an act of God or public enemy, fire, explosion, perils of the sea, lightning, earthquake, storm, flood, declared or undeclared war, revolution, insurrection, riot, act of piracy, act of terrorism, sabotage, blockade, embargo, accident, epidemic or quarantine; (ii) action by a governmental authority which prevents or delays performance of RCI's obligations hereunder; or (iii) a strike, lockout or other labor unrest resulting from any cause and whether or not the demands of the employees involved are reasonable or within RCI's power to concede, (iv) any other cause or circumstance beyond RCI's reasonable control. Notwithstanding RCI's inability to perform any obligation hereunder, the Member's obligations hereunder shall continue.

28. OTHER LEGAL MATTERS.

a. **Partial Invalidation.** If all or any part of a provision of these Terms and Conditions violates the law of your state (if it applies), such provision or part will not be given effect with respect to you. If all or any part of a provision of these Terms and Conditions is declared invalid or unenforceable, for any reason, or is not given effect by reason of the prior sentence, the remainder of the Terms and Conditions shall not be affected. However, if in RCI's judgment the invalidity or ineffectiveness of such provision or part substantially impairs the value of these Terms and Conditions to RCI, then RCI may at any time terminate a Member's membership by written notice to the Member without penalty or compensation owed by either party.

b. **Waivers, Modifications and Approvals.** All modifications, waivers, approvals and consents of or under these Terms and Conditions by RCI must be in writing and signed by RCI's authorized representative to be effective. RCI's silence or inaction will not be or establish a waiver, consent, course of dealing, implied modification or estoppel. If RCI allows any Member to deviate from these Terms and Conditions, as confirmed

in writing, RCI may insist on strict compliance by that Member at any time after written notice.

c. **Notices.** Notices will be effective if in writing and delivered: (a) by facsimile transmission; (b) by delivery service, with proof of delivery, or (c) by first class, prepaid certified or registered mail, return receipt requested, to the appropriate party at the addresses for RCI and Member set forth on the Enrollment Agreement or as they may otherwise designate by notice. Additionally, RCI may notify a Member by such other means as to result in actual or constructive receipt, including, without limitation, publication of any notices in RCI's *Endless Vacation*® magazine or the RCI directory of Affiliated Resorts or at www.rci.com. The parties may also communicate via electronic mail between addresses to be established by notice of the electronic mail address. Member consents to receive electronic mail from RCI. Notices shall be deemed given on the date delivered or date of attempted delivery, if refused.

d. **Miscellaneous.** These Terms and Conditions are exclusively for the benefit of the parties. There are no third party beneficiaries. No agreement between RCI and any other party is for Member's benefit. The section headings in these Terms and Conditions are for convenience of reference only.

28. CHOICE OF LAW; VENUE; DISPUTE RESOLUTION.

a. **Governing Law.** These Terms and Conditions and the RCI Weeks Exchange Program will be governed by and construed under the laws of the State of New Jersey.

b. **Jurisdiction.** Member consents and waives Member's objection to the non-exclusive personal jurisdiction of and venue in the New Jersey state courts situated in Morris County, New Jersey and the United States District Court for the District of New Jersey for all cases and controversies under these Terms and Conditions or between RCI and Member.

c. **Waiver. WAIVER OF JURY TRIAL. THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION RELATED TO THESE TERMS AND CONDITIONS OR THE RELATIONSHIP BETWEEN ANY INDEMNITEE, ANY MEMBER, ANY GUEST OF A MEMBER, AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.**

d. **Legal Fees.** If any legal action is initiated by a Member or guest or by RCI pertaining, directly or indirectly, to these Terms and Conditions or RCI in general, and RCI prevails, that Member or guest shall, without limitation, pay all costs incurred by RCI in defending such action, including reasonable attorneys' fees, paralegal fees and court costs.

e. **Special Acknowledgments.** The Member acknowledges the following statements to be true and correct as of the date the Member signs the Enrollment Application, and to be binding on Member.

i. **No Representation.** Neither RCI nor any person acting on RCI's behalf has made any oral or written representation or promise to the Member that is not contained in these Terms and Conditions upon which Member is relying to execute the Enrollment Application. The Member releases any and all claims against RCI and RCI's agents based on any oral or written representation or promise not stated in these Terms and Conditions.

ii. **Entire Agreement.** These Terms and Conditions constitute the entire agreement between the parties hereto with respect to the subject matter set forth herein and supersede all previous communications, representations, or agreements, either oral or written, between the parties relating to such subject matter.

29. TRADEMARKS. ENDLESS VACATION, RESORT CONDOMINIUMS INTERNATIONAL, RCI, GROUP RCI, WYNDHAM WORLDWIDE CORPORATION and RCI and design are trademarks that may not be used without the prior written permission of RCI. Other brand names may be trademarks of their respective owners.