

## TERMS AND CONDITIONS OF RCI POINTS NETWORK MEMBERSHIP

- 1. DEFINITIONS.** The terms used herein are defined in the Rules. "You" or "Member" means the Member identified on the reverse side hereof who is accepted by Network Administrator as a Member in the Network. "We" or "Us" means (RCI Europe (Points) Limited the "Network Administrator").
- 2. DEPOSIT AND CESSION OF RIGHTS.**
- (a) As set out on the first page of this Participation Agreement, during the term of this Agreement you hereby deposit and cede rights in respect of the Accommodation to the Network for the use and enjoyment of the Network Administrator and the Members of the RCI Points Network in accordance with the Network Documents. You agree that the ceded rights in respect of the Accommodation may be used by the Network Administrator for any commercially reasonable purpose including without limitation to fulfil exchange requests by other Members, for inspection visits, promotions, rental, sales, marketing or for other purposes at the Network Administrator's sole discretion, including use in other exchange or accommodation programmes. You shall retain title to the Accommodation. All obligations associated with the Accommodation, including but not limited to any obligation for the payment of any maintenance fees, assessments, taxes, common expenses, recreational fees, mortgage or other fees associated with Accommodation shall remain your obligation, and are not assigned or delegated to or assumed by Us or by the Members of the RCI Points Network, and you remain responsible for the payment of all amounts related to your acquisition and maintenance of the Accommodation (collectively with all of the fees and expenses referenced in this paragraph 2(a), "Accommodation Expenses").
- (b) The purpose of the deposit and cession is to grant to the Network during the term of this Agreement all rights of use, enjoyment and occupancy as relate to the Accommodation. You will have such rights to use the Accommodation as set out in the Network Documents. You will not disturb the rights of the Network Administrator nor any Member to use, enjoy, occupy and otherwise perform their respective rights, privileges and duties with respect to the Accommodation, nor disturb the rights of the Network Administrator or any Member with respect to the use and enjoyment of the ceded rights. Your rights of use, occupancy and enjoyment of the Accommodation during the term of this Agreement shall be as set out in, and are subject to, the Network Documents. You acknowledge that those documents may be changed from time to time, in accordance with their terms.
- (c) You agree that if any of the information contained on the front of this Participation Agreement is incorrect, you will accept a notice of changed information from the Network Administrator either by e-mail or by inclusion on [www.rci.com](http://www.rci.com) as conclusive evidence of the correct information, and such notice shall be effective to so amend this Agreement.
- 3. TERM, PRIOR PARTICIPATION AGREEMENT(S).** The term of this Agreement is set out in Section E. If at the time you executed this Agreement, you had another then-outstanding Agreement, the term of this Agreement (and all other terms and conditions of this Agreement) shall govern all Accommodation subject to the prior Participation Agreement(s).
- 4. APPLYING FOR MEMBERSHIP.**
- (a) To become a Member, a Participation Agreement and the applicable fees must be submitted by you or on your behalf and be accepted by the Network Administrator. The Network Administrator reserves the right at its discretion to refuse any Participation Agreement and the applicable fees that are submitted to it (including where it may have signed the Participation Agreement). Without limitation, the Network Administrator may be required to do this by the law or by order of a regulatory authority. In some circumstances the Network Administrator may also be prevented by law from returning fees.
- (b) Each Participation Agreement must be in the name of the lawful owner of the Accommodation. The Network Administrator may require that any corporation, partnership, trust or other entity holding title to Accommodation, other than a natural individual, designate an individual who will exercise Membership rights on behalf of such entity.
- (c) The Network Administrator may require separate Memberships for multiple owners of a single Accommodation interest or may limit how multiple owners may exercise rights of Membership.
- 5. MEMBERSHIP FEES, SUSPENSION, TERMINATION, TRANSFER.**
- (a) You agree to pay your Membership Fee when billed. If not paid within thirty (30) days after date of the bill, Membership Fees will accrue interest and late fees at such rates as shall be published by the Network Administrator from time to time.
- (b) You acknowledge that your Membership Fee may change from time to time, in accordance with the Network Documents.
- (c) If you fail to pay your Membership Fee, Accommodation Expenses or amounts otherwise owed when due, the Network Administrator may (without limitation) suspend the use of your RCI Points until such time that payment is made, in full. Any suspension of use of RCI Points shall not release you or the Accommodation from the terms of this Agreement.
- (d) You authorise the Affiliated Resort (as defined below) or other applicable entity to release to us any information we request related to your payment or lack of payment of Accommodation Expenses.
- (e) You acknowledge that if you fail to pay Accommodation Expenses, the Network Administrator may in its sole discretion pay some or all of the outstanding Accommodation Expenses. In that case, the amount of Accommodation Expenses paid by the Network Administrator shall be treated as your Membership Fee which has not been paid.
- (f) You agree that, in accordance with the Network Documents, your failure to adhere to the terms of the Network Documents and this Agreement may, in the sole discretion of the Network Administrator, lead to the suspension or termination of your Membership and participation in the Network.
- (g) If you transfer or sell your Accommodation, then the Network Administrator may terminate your Membership in accordance with these Terms. Any purchaser of your Accommodation who wishes to become a member of the RCI Points Network will have to apply for such membership in the manner prescribed from time to time and be accepted by the Network Administrator (at its discretion).
- 6. RELATIONSHIP BETWEEN US AND THE AFFILIATED RESORT.**
- (a) Your Home Resort Group (hereinafter collectively "Affiliated Resort") is a party to an agreement with the Network Administrator. These Terms and Conditions are separate and distinct from the Network Administrator's agreement with the Affiliated Resort.
- (b) The Network Administrator and the Affiliated Resort, developer, marketer or seller of Accommodation are separate and distinct entities, and the Network and the products or services that are sold by or on behalf of the Affiliated Resort, including but not limited to Accommodation, are also separate and distinct. Further, these Terms and Conditions are separate and distinct from your agreement with the Affiliated Resort, developer, marketer or seller of Accommodation.
- (c) If the Affiliated Resort fails to perform the obligations in its agreement with the Network Administrator, or if that agreement ends for any reason, the resort may lose its Affiliated Resort status. The Network Administrator may, at its option but without any obligation so to do, continue to honour existing Memberships for the remainder of their term despite loss by the Affiliated Resort of its status as an Affiliated Resort. The Network Administrator may, at its option, also cancel an existing Membership or the relevant RCI Points following the loss by the Affiliated Resort of its status as an Affiliated Resort.
- (d) Your decision to purchase Accommodation should be based primarily upon the benefits to be gained from the ownership, use and enjoyment of your Accommodation at the Affiliated Resort and not upon the anticipated benefits of the Network. The Affiliated Resort at which you purchase your Accommodation is solely responsible for its financial viability and the quality of its accommodations, facilities, amenities, management and services.
- (e) The Network Administrator makes no promise or representation (other than any made specifically and separately in writing by it) in relation to any Affiliated Resort, the title of the owner or trustee of any Affiliated Resort or in relation to the management or financial position of any Affiliated Resort. RCI does not own, control or in any way manage any Affiliated Resorts. Members must make their own enquiries and satisfy themselves on such matters.
- (f) The Network Administrator is a provider of exchange services and does not develop, sell or market timeshare or fractional products ownerships.

## **7. ACKNOWLEDGEMENTS.**

- (a) You agree that by signing this Agreement, you represent and warrant to the Network Administrator that: (1) You have the legal right to use and assign the use of the Accommodation and all other resort amenities to which you have access; (2) the Accommodation has not been and will not during the term of this Agreement be assigned, offered or made available to any third party outside the Network; (3) the physical accommodations in which you own Accommodation are in a safe, good and usable condition; and (4) all Accommodation Expenses arising during the term of this Agreement have been paid or will be paid by you when due.
- (b) You acknowledge that options available to Members for Reservations and the procedures and conditions governing Reservations are set out in the various Network Documents, copies of which you have received. Such procedures and conditions are incorporated herein in their entirety. You further acknowledge that your participation in the Network and use of Units at Affiliated Resorts and of Network Partner Inventory are subject to the Network Documents.
- (c) You acknowledge that the Network Documents which govern your use, occupancy and enjoyment of the Accommodation may change from time to time in accordance with their terms.
- (d) You acknowledge that, if you do not reside in the country in which you purchased the Accommodation ceded to the Network, the Network Documents that govern your use of the Network may vary from those that you received at the time of purchase. In such cases, the appropriate Network Documents applicable to you will be provided to you by the Network Administrator and will replace any other Network Documents previously provided to you.
- (e) You acknowledge that as a Member you are automatically an RCI Member, allowing you to access the External Exchange Programme in accordance with the Network Documents. You acknowledge that, in addition to the Network Documents, your access, use, occupancy and enjoyment of Accommodation in and through the External Exchange Programme is also governed by the RCI Terms of Membership, available on [www.rci.com](http://www.rci.com) and may change from time to time in accordance with their terms.
- (f) You acknowledge that the Unit for which you receive a confirmed Reservation may differ in unit size, design, furnishings, amenities and facilities from the Unit associated with your Accommodation.
- (g) RCI processes such personal data and responds to requests you may have concerning personal data in accordance with its Privacy Notice, available at [www.rci.com](http://www.rci.com).

**8. LIMITATION OF LIABILITY.** As the Network Administrator is not responsible for and does not own, manage or operate any Affiliated Resorts it cannot accept any liability for any act or omission on the part of any Affiliated Resort or of anyone employed by or representing an Affiliated Resort. The Network's liability, including the liability of the Network Administrator, to a Member or guest with respect to their use of or inability to use the Network shall be limited to the actual fees paid to the Network Administrator for the use out of which the liability arose. In no case shall the Network or the Network Administrator be liable for special, consequential or punitive damages. Non-Network related programs and services, offered through the Network Administrator or by third parties with the permission of Network Administrator are subject to separate terms and conditions and may be changed or removed without prior notice to you. The Network Administrator accepts no responsibility for the acts or omissions of any third parties providing such programmes or services directly to you. The Network Administrator does not exclude or limit any liability for death or personal injury which arises as a result of its own negligence or that of RCI employees whilst acting in the course of their employment or for its own criminal act.

**9. CHOICE OF LAW/CHOICE OF FORUM.** This Agreement shall be governed by and construed in accordance with the laws of England, whatever the nationality of the Member. Where they are translated into a language other than English, the English text shall prevail. The Network Administrator and the Member agree that the English courts shall have jurisdiction to resolve any disputes that arise in connection with this Agreement.

## NETWORK RULES

### 1. DEFINITIONS. The following words in these RCI Points Network Rules (“Rules”) shall be given the following meanings:

- (a) **Accommodation** means recurring weeks, days or other increments of time, including occupancy rights allocated by points or shared ownership interests (or parts thereof), whether such Accommodation is owned by such Member as a real estate interest or as a right to use or other interest.
- (b) **Affiliated Resort** means a Home Resort or Home Group, which has entered into a current Affiliation Agreement and RCI Points Addendum.
- (c) **Affiliation Agreement** means the agreement pursuant to which a shared ownership resort or club becomes an Affiliated Resort.
- (d) **Daily/Split Reservation** means a Reservation of Accommodation that is less than or greater than seven (7) nights.
- (e) **Deposit** means the deposit with or cession to the RCI Points Network by a Full Member, pursuant to a Participation Agreement, of Accommodation for use and Reservation by Members.
- (f) **External Exchange** means the exchange of Accommodation by a Member through the External Exchange Programme.
- (g) **External Exchange Programme** means the shared ownership exchange programme operated by RCI Europe and/or its group companies, known as the RCI Weeks Exchange Programme, pursuant to which a Member may exchange RCI Points for accommodation available in the RCI Spacebank®.
- (h) **Fixed Accommodation** means Accommodation for which a particular Member has the exclusive right, pursuant to his purchase documentation, to use a specific Unit or a Unit week. Fixed Accommodation does not include Floating Time.
- (i) **Floating Time** means Accommodation for which a particular Member has a right to reserve the Accommodation on a space available first come, first served basis.
- (j) **Full Member** means a person who during the relevant period has Deposited Accommodation in the RCI Points Network and whose Participation Agreement has been accepted by the Network Administrator.
- (k) **Guest Certificate** means a certificate purchased from the Network Administrator and presented to the Accommodation provider enabling the Member to give use of a specified number of RCI Points, a confirmed Reservation or certain other benefits of membership, as the Network Administrator at its sole discretion may permit from time to time, as a gift to friends or family members aged 18 years or older.
- (l) **Home Group** means a group of resorts which the Network Administrator has determined qualifies as a Home Group.
- (m) **Home Group Priority Period** means, for any particular Accommodation, the period beginning 334 days and ending 304 days (approximately 11 to 10 months) prior to the first day of occupancy.
- (n) **Home Resort** means an Affiliated Resort at which a Member owns Accommodation or an Affiliated Resort at which a Member is allocated Accommodation by the Member’s Home Group to Deposit with the Network.
- (o) **Home Resort Priority Period** means, for any particular Accommodation, the period beginning 365 days and ending 335 days (approximately 12 to 11 months) prior to the first day of occupancy.
- (p) **Home Week Priority Period** means, with respect to any particular Fixed Accommodation, the period beginning 396 days and ending 366 (approximately 13 to 12 months) days prior to the first day of occupancy of such Fixed Accommodation.
- (q) **Member** means Full Members.
- (r) **Membership Fee** means the annual fee payable by a Member to participate in the Network.
- (s) **Network** means the Reservation System operated by the Network Administrator pursuant to which Members may make Reservations of Accommodation.
- (t) **Network Administrator** means RCI Europe (Points) Limited, and its successors or assigns in interest.
- (u) **Network Documents** means those documents adopted for use in relation to the Network by the Network Administrator as amended or replaced from time to time, including these RCI Points Network Rules.
- (v) **Network Internal Use** means the occupancy, enjoyment and use by a Member of Accommodation by means of the Reservation System.
- (w) **Participation Agreement** means the form or forms prescribed by the Network Administrator for the enrolment of Members in the Network.
- (x) **RCI Points** mean the Reservation value allocated by the Network Administrator from time to time to Accommodation, as well as the Reservation rights allocated by the Network Administrator from time to time to Members.
- (y) **RCI Points Addendum** means the addendum to the Affiliation Agreement with a shared ownership resort or club pursuant to which that resort or club becomes entitled to participate in the Network.
- (z) **RCI Points Network Procedures Manual** means any manual(s) of policies and/or procedures, including these RCI Points Network Rules, governing Members’ use of the Reservation System, as published and amended by the Network Administrator from time to time.
- (aa) **Reservation** means a right of a Member for a particular Network Internal Use.
- (bb) **Reservation System** means the method, means or system as provided for in the Network Documents pursuant to which Members may obtain a Reservation.
- (cc) **Standard Reservation Period** means, with respect to any particular Accommodation, the period beginning 303 days (approximately 10 months) and ending 2 days prior to the first day of that Accommodation.
- (dd) **Transaction** means a Reservation request, including where applicable but not limited to any Daily/Split Reservation request, the saving of RCI Points, the transferring of RCI Points, the borrowing of RCI Points, the renting of RCI Points, wait list entry, Reservation cancellation and an External Exchange request.
- (ee) **Unit** means any movable or immovable property designed for separate occupancy, including but not limited to any apartment, condominium or cooperative unit, cabin, lodge, hotel or motel room, boat or other vessel, campground or other private or commercial structure or improvement, whether movable or immovable property, and whether based or situated on real or personal property.
- (ff) **Use Year** means an annual recurring twelve (12) month period.

### 2. APPLICABILITY

Each Member and guest by use of the Network acknowledges: The Network is not a company, corporation, association or legal entity of any kind. Instead, the Network is the service name given to the variety of exchange, reservation and use services and related benefits offered from time to time by the Network Administrator, together with such additional services as the Network Administrator may arrange through additional agreements with other service providers. The services to be provided include the operation of the Reservation System and the RCI Points Network, through which Members exchange and reserve use of Accommodation.

### 3. CONDITIONS TO PARTICIPATION

- (a) **Prerequisites.** In order for any person to make a Reservation in the Network, the following conditions must be met:
  - (i) For **Full Members**:
    - (1) The person must have entered into a current Participation Agreement, which has been accepted by the Network Administrator;
    - (2) The Accommodation sought to be Deposited or which has been Deposited must be at an Affiliated Resort in good standing with the Network; and
    - (3) The applicable Membership Fee must have been paid to the Network Administrator by, or on behalf of, the person and all maintenance and other fees payable by the person to his Home Resort or Home Group must have been paid.
  - (b) **Membership Fee.** Each Member is required to pay Membership Fee in an amount determined by the Network Administrator. The Membership Fee may vary from time to time and among Members and may at the Network Administrator’s discretion be included in a composite fee including subscription to the External Exchange Programme and/or transactional fees.

- (c) **Licence Fee.** The Network Administrator reserves the right to charge a Member a Licence Fee payable upon commencement of his Membership. The amount may vary from time to time and among Members.
- (d) **Management and Other Fees.** Members are responsible for payment of all maintenance and other fees payable by the person to his Home Resort or Home Group in respect of the Accommodation deposited or ceded by such Member into the Network and the Network Administrator reserves the right to suspend or cancel Reservations (or the right of such Member to make Reservations) in the event that it is informed by the applicable Home Resort or Home Group that such fees are unpaid.

#### 4. RCI POINTS VALUATION

All Accommodation has been or will be assigned an RCI Points value by the Network Administrator. The value assigned to Accommodation will be based upon such factors as determined by the Network Administrator, including supply and demand for Units at the Affiliated Resort, Unit type, seasonality, and historical occupancy percentages and facilities at the Affiliated Resort. The Network Administrator may revalue Accommodation from time to time, which may lead to an increase or decrease in the assigned RCI Points value for that Accommodation.

#### 5. RCI POINTS ALLOCATION, USE YEAR

- (a) For administrative convenience in the operation of the Network and in the determination of the respective rights of Members, Members are allocated a certain number of RCI Points. Each Full Member shall receive a certain number of RCI Points in exchange for Deposit of Accommodation into the RCI Points Network. Each Associate Member shall receive a certain number of RCI Points upon fulfilling the conditions set out in his Participation Agreement. RCI Points are symbolic of the power to make a Reservation for the use and enjoyment of Accommodation through the Network during a particular Use Year.
- (b) The initial allocation of RCI Points to a Member is established when a person becomes a Member of the Network. Subsequent allocations will occur upon the Deposit of additional Accommodation by the Member into the Scheme. Once a Member has been assigned RCI Points in respect of the Deposit of particular Accommodation, such Member will be allocated the equivalent number of RCI Points each Use Year in respect of such Accommodation. Notwithstanding the foregoing, if a Member Deposited Fixed Accommodation and the Network Administrator increases or decreases the RCI Points value of that Accommodation, the RCI Points allocated to that Member will increase or decrease by the same amount. If a Member Deposited other than Fixed Accommodation and the Network Administrator increases or decreases the RCI Points value of that Accommodation, the Network Administrator may, in its discretion, increase or decrease the RCI Points allocated to that Member for a period of time or for purposes of making certain Reservations.
- (c) The number of RCI Points which a Full Member receives annually is the aggregate of RCI Points allocated to the Member. The number of RCI Points which an Associate Member receives annually is the amount set out in the Associate Member's Participation Agreement.
- (d) The Use Year for each Full Member shall be an annual recurring twelve (12) month period. The Use Year for an Associate Member shall be the period set out in the Associate Member's Participation Agreement. A Member's Use Year shall begin on the date determined in accordance with the procedures set by the Network Administrator.

**IF WITHIN A GIVEN USE YEAR A MEMBER DOES NOT MAKE A RESERVATION WITHIN THE NETWORK AND THAT MEMBER OTHERWISE FAILS TO USE ANY OR ALL ASSIGNED RCI POINTS DURING THAT USE YEAR (INCLUDING TRANSFERRING THOSE RCI POINTS) AND THOSE RCI POINTS ARE NOT ELIGIBLE TO BE SAVED (AND AS A RESULT ARE NOT SAVED), THE MEMBER LOSES THE USE OF THOSE RCI POINTS (AND ANY DEPOSITED ACCOMMODATION) AND THE OUTSTANDING RCI POINTS EXPIRE.**

#### 6. RESERVATIONS

- (a) **Reservation Requests.** A Member may request a Reservation any time after the Network Administrator accepts that Member's Participation Agreement. A Member shall only be permitted to make a Reservation through the Network if the Member is current in any and all obligations and fees owed to the Network Administrator and to his Home Resort or Home Group, his Membership is otherwise valid and he is otherwise in compliance with the Network Documents.
- (b) **RCI Points Usage, Priority.** In order to make a Reservation for use of particular Accommodation during any Use Year, a Member may only use RCI Points allocated in that Use Year and any RCI Points saved, borrowed, transferred or rented in or into that Use Year. A Member may make a Reservation for use of Accommodation in any future Use Year provided that Use Year is within the term of the Member's Participation Agreement and subject to the provisions of these Rules. RCI Points shall be used in the following order: saved, current, borrowed, rented, transferred saved, transferred current, and transferred rented. Limited Use RCI Points may only be used to make a Reservation of Accommodation at an Affiliated Resort 90 days or less prior to the start of that Accommodation.
- (c) **Reservation Periods.** The Network contains a variety of Reservation periods.
  - (i) **Home Week Priority Period.** The Home Week Priority Period is designed to support a Full Member's use of his Fixed Accommodation. During the Home Week Priority Period, a Member who Deposited Fixed Accommodation has the exclusive right to reserve the use of that Accommodation, subject to the Network Documents. The Home Week Priority Period is 396 days to 366 days (approximately 13 to 12 months) prior to the first day of occupancy of the Fixed Accommodation.
  - (ii) **Home Resort Priority Period.** The Home Resort Priority Period is designed to support a Full Member's use of Accommodation at his Home Resort. During this period, Reservations of Accommodation in the Home Resort are available on a first come first served basis with only Full Members who Deposited Accommodation at that Home Resort eligible to make a Reservation. The Home Resort Priority Period is 365 days to 335 days (approximately 12 to 11 months) in advance of the start date of the relevant Accommodation. If a Member makes a week-long Home Resort Priority Reservation at an Affiliated Resort where that Member deposited Floating Time and the Reservation is during his floating use period, then the Member will use his entire allocation of RCI Points arising out of that Accommodation to make that Reservation.
  - (iii) **Home Group Priority Period.** The Home Group Priority Reservation Period is designed to support a Full Member's use of Accommodation at resorts in his Home Group (or the continued use of his Home Resort if his Home Resort is not part of a Home Group). During this period, Reservations of Accommodation in the Home Group are available on a first come first served basis with only Full Members who Deposited Accommodation in that Home Group eligible to make a Reservation. The Home Group Priority Period is 334 days to 304 days (approximately 11 to 10 months) prior to the start date.
  - (iv) **Standard Reservation Period.** The Standard Reservation Period is the time period during which all Accommodation at Affiliated Resorts becomes available for Reservation by all Members on a first come, first served basis. The Standard Reservation Period begins 303 days (approximately 10 months) and ends 2 days in advance of the start date of the relevant Accommodation.
  - (v) **Nonstandard Periods.** The Network Administrator reserves the right to designate for a particular Affiliated Resort or specific Accommodation a different Home Week Priority Period, Home Resort Priority Period, Home Group Priority Period or Standard Reservation Period than that provided for above.
- (d) **Priority Reservations.** A Member may only use up to the number of RCI Points allocated to him from his deposit of particular Accommodation, in order to make a Reservation of Accommodation during the Home Week Priority Period relating to that Accommodation. A Member may use RCI Points purchased from an Affiliated Resort which do not relate to the deposit of particular Accommodation in order to make a Reservation of Accommodation (at that Affiliated Resort only) during the Home Resort Priority Period. So long as the number of RCI Points used to make the Home Week Priority or Home Resort Priority are equal to or less than the number of RCI Points allocated to the Member as a result of the deposit of the relevant Accommodation, the actual source of the RCI Points is not relevant. Thus, a Member may use transferred or borrowed RCI Points for a Home Week Priority or Home Resort Priority, if he had previously used current RCI Points for another Reservation. The Network Administrator reserves the right to vary from time to time the terms applicable to the use of RCI Points for Reservations in any Priority Period.
- (e) **Daily/Split Reservations.** A Daily/Split Reservation entitles the Member who obtains such a Reservation to use a Unit at an Affiliated Resort on less than or more than a full week basis, including daily use or split week use. Minimum lengths of stay and the Reservation window applicable to a Daily/Split Reservation will be determined by the Network Administrator for each Affiliated Resort. A Member may not make a Daily/Split Reservation during the Home Week Priority Period and the Home Resort Priority Period.

**ALL RESERVATIONS OF ACCOMMODATION AT AFFILIATED RESORTS ARE SUBJECT TO AVAILABILITY BASED UPON ALLOCATION OF RCI POINTS TO A RESPECTIVE MEMBER AND AS DETERMINED BY THE NETWORK ADMINISTRATOR IN ACCORDANCE WITH THE NETWORK DOCUMENTS. ALL RESERVATIONS, WITH THE EXCEPTION OF DURING THE HOME WEEK PRIORITY PERIOD, ARE ON A SPACE AVAILABLE, FIRST COME, FIRST SERVED BASIS. ALL RESERVATIONS ARE CONTINGENT UPON THE MEMBER REQUESTING THE RESERVATION AND HAVING SUFFICIENT RCI POINTS TO OBTAIN THE DESIRED ACCOMMODATION.**

**BLACKOUT DATES MAY APPLY AT SOME RESORTS. THE NETWORK ADMINISTRATOR CANNOT ENSURE THE AVAILABILITY OF A RESERVATION OF ANY SPECIFIC ACCOMMODATION THROUGH THE NETWORK, AS AVAILABILITY WILL VARY. THE EARLIER A RESERVATION IS REQUESTED, THE BETTER THE POSSIBILITY THAT A CONFIRMED RESERVATION CAN BE OBTAINED.**

- (f) **Making a Reservation, Confirmation.** Reservations may be made through [www.rci.com](http://www.rci.com) or by telephone. Reservation requests are to be made to the Network Administrator as follows:  
 By telephone: 0870 60 60 336  
 Website: [www.rci.com](http://www.rci.com)  
 Written confirmation, including a written confirmation number, will be returned to the requesting Member upon confirmation of a Reservation. Written confirmations must be presented upon check-in or, if not available, then a confirmation number must be provided.
- (g) **Alternative Reservation Procedure (Floating Time).** The Network Administrator may determine that for certain Affiliated Resorts that the Home Week, Home Resort or Home Group Reservations be made directly with the Home Resort or Home Group. In that case, a Member will make only those Reservations with the Home Resort or Home Group, with all other Reservations made with the Network Administrator.

## 7. RESERVATION SYSTEM PRIORITIES

The Network Administrator's ability to provide a confirmed Reservation for Members, except as provided below, is based upon (i) the availability of Accommodation Deposited by Full Members in the Network otherwise obtained by the Network Administrator and (ii) the Member having a sufficient number of RCI Points to obtain the desired Accommodation. To make a Reservation through the Network, a Member must have the necessary RCI Points to reserve the desired Accommodation. Neither the Network Administrator nor resort personnel may represent that specific resort choices, any additional benefits and/or specific Accommodation can be guaranteed through the Network.

Members requesting a Reservation at their Home Resort or Home Group may receive priority over other Members who do not own Accommodation at that Home Resort or Home Group. Reservation requests can only be honoured if sufficient RCI Points in relation to the desired Accommodation are available to the Member making the Reservation request. Other limitations, restrictions and priorities may be employed in the operation of the Network, including limitations based on seasonality, Unit size or other factors. These limitations may not be uniformly applied and as a result certain Accommodation may be restricted in availability based upon applicable priorities and classification grouping of resorts, Accommodation or benefits. The Network Administrator may set aside Deposited Accommodation to match bulk and other Reservation requests and other demand needs. In the event such Reservations are not confirmed, the Accommodation will be utilized to confirm other Reservations. Demand and supply and, therefore, RCI Points allocated to Accommodation, may be influenced by many different factors. Location, quality, timing, region and comparability are among those factors, any or all of which may change constantly.

To increase the likelihood that specific resort choices and Accommodation may be confirmed, Members are encouraged to submit a Reservation request as far as possible in advance.

## 8. TRANSACTION FEES

Each time a Member requests a Transaction, the Network Administrator will collect or procure the collection of the applicable Transaction fee. Transaction fees are established by the Network Administrator and may change from time to time and vary among Members.

## 9. BORROWING RCI POINTS

A Member may borrow RCI Points from the next succeeding Use Year so long as that Use Year is within the term of the Member's Participation Agreement. The borrowing of RCI Points and the use of borrowed RCI Points may be suspended or otherwise limited by the Network Administrator from time to time.

## 10. SAVING RCI POINTS

- (a) At any time, a Member may elect to save RCI Points allocated to him in the current Use Year into the subsequent Use Year for purposes of making a Reservation in that subsequent Use Year. If RCI Points are saved, used for a Reservation and such Reservation is then cancelled, the saved RCI Points shall remain in the Use Year into which saved. Rented RCI Points and RCI Points that have been previously saved cannot be saved into the next Use Year.
- (b) If a Member has not used all of his RCI Points by the end of a Use Year, the RCI Points eligible to be saved will be automatically saved into the Member's next Use Year. RCI Points that have been saved must be used in the Use Year into which they were saved. Thus, if RCI Points are not used in the Use Year in which they have been saved, they will expire. Saved RCI Points may be transferred to another Member, but those RCI Points are usable only within the transferee Member's current Use Year and may not be saved again. The saving of RCI Points and the use of saved RCI Points may be suspended or otherwise limited by the Network Administrator from time to time.

## 11. TRANSFERRING RCI POINTS

A Member may transfer his or her RCI Points to another Member for use in the transferee Member's Use Year. The transferee Member may transfer transferred RCI Points back to the transferor Member, but not to another Member. In order to transfer RCI Points, the Network Administrator must have received a completed authorization, in the form established by the Network Administrator. If a Reservation fulfilled through the use of transferred RCI Points is cancelled, such transferred RCI Points shall be returned to the account of the Member who made the Reservation. The transferring of RCI Points and the use of transferred RCI Points may be suspended or otherwise limited by the Network Administrator from time to time.

## 12. RENTING RCI POINTS

The Network Administrator may, in its discretion, offer Members the opportunity to rent RCI Points for use in a particular Use Year. The rental rate for RCI Points shall be determined by the Network Administrator and may change from time to time. Rented RCI Points may only be used in the current Use Year and cannot be saved nor transferred. The Network Administrator reserves the right to restrict the total number of RCI Points that can be rented within the Network in any one Use Year, the total number able to be rented by a Member during a Use Year, and/or the Reservations for which rented RCI Points can be used. Payment must be made by the Member renting such RCI Points at the time of rental. The renting of RCI Points may be suspended or otherwise limited by the Network Administrator from time to time.

## 13. CANCELLATIONS

A Member may cancel a Reservation at any time before its start date (by letter, e-mail or through an online facility) or Telephone. A Member will receive a refund of their Transaction fee only in the circumstances where we receive notice of cancellation by the end of the business day *immediately following* the day on which the Reservation was made. Please note, refunds of Transaction fees are not available in any event if a Member cancels less than two days before the start of the Accommodation reserved.

The amount of any RCI Points that will be refunded to the Member if they cancel depends upon the type of Reservation that is cancelled as set out below

- (a) **Accommodation at an Affiliated Resort.** If a Member or guest cancels a Reservation for Accommodation at an Affiliated Resort 90 days or more before the start time of the Accommodation reserved, the Member will receive a *full refund* of the RCI Points used to make that Reservation. However, if a Member or guest cancels a Reservation for Accommodation at an Affiliated Resort less than 90 days before the start time of the Accommodation reserved, the Member will receive a percentage of the RCI Points used to make that Reservation as set out in the table below:

Period before start date of Accommodation Reserved	Points Refunded
90 days or more	100%
89 to 46 days	75%
45 to 30 days	50%
29 days or less	25%

- (b) **Other Cancellations.** A Member will not receive a RCI Points refund for a cancellation by the Network Administrator pursuant to Rule 18(f). A

cancellation of an External Exchange Reservation is governed by the terms and conditions of the External Exchange Programme, as discussed in Rule 15 below.

#### 14. WAIT LISTS

The Network Administrator may establish wait lists for particular Accommodation. Only Members current in the payment of Membership Fee and all other amounts as may be owed in relation to the Network may be placed on a wait list. The Network Administrator reserves the right to limit the number of Members that may be on any wait list.

#### 15. EXTERNAL EXCHANGE PROGRAMME

Members will have access to the External Exchange Programme. A Member may make a Reservation of available External Exchange inventory upon redemption of the number of RCI Points specified on www.rci.com at time of reservation. If an External Exchange is requested and space is unavailable, the Member may submit an ongoing request. RCI Points are deducted at the time the Reservation is made. If a Member cancels an External Exchange Programme Reservation, the RCI Points used to make that Reservation are not refunded to the Member, please refer to 13(a) for details. Instead, the Member may, subject to the terms and conditions of the External Exchange Programme, reserve substitute Accommodation in the External Exchange Programme. The standard terms and conditions of the External Exchange Programme, in addition to these Rules, apply to an External Exchange. If there is a conflict between these Rules and the terms and conditions of the External Exchange Programme, these Rules shall take precedence.

#### 16. GUESTS

A Member may request the use of Accommodation by a Guest. Reservations for Guests must be made by the Member and may be made in the Guest's name. The Network Administrator reserves the right to charge a fee for a non-Member's (i.e., Guest) use of a Member's RCI Points. Once a confirmed Reservation is obtained the Member must purchase a Guest Certificate in order to give that confirmed Reservation to a Guest. Separate terms and conditions apply for Guest Certificates purchased in connection with External Exchange Programme Reservations. It is the responsibility of the Member to forward any and all correspondence and information regarding Guest Certificates, Reservation requests or confirmed Reservations to the Guest.

Guest Certificates may only be used by the individual(s) named on the Certificate and members of their party and the person named must not be under the age of eighteen. Guest Certificates may not be used for any commercial purpose or be sold or exchanged for monetary or other consideration by the Member or Guest (including without limitation, auction, barter, rental, raffle or sale of the Guest Certificate or the underlying exchange). The Network Administrator in its sole discretion may refuse to supply a Guest Certificate and may limit the number of Guest Certificates a Member may purchase, or the number of Reservation requests or confirmed Reservations which may be made. The use of Guest Certificates are also subject to any conditions, restrictions or limitations which may be imposed by an Affiliated Resort. Members are responsible for all acts and omissions of their Guests and for any damage caused or expenses incurred by their Guests.

The Network Administrator reserves the right, in its sole discretion (without refund or credit), to revoke/cancel a confirmed Reservation or Guest Certificate, to terminate or suspend the membership of the relevant Member, or deny access to any of the products or services offered in connection with membership in the event a Member or Member's guests, or the holder of a Guest Certificate or members of their party breach these Terms and Conditions.

#### 17. ADMINISTRATION

- (a) **Records, Statements.** The Network Administrator will maintain records of all Reservations, use and allocation of RCI Points. The Network Administrator will make available to each Member a RCI Points Statement, on a Use Year basis, which shall contain the activity of the Member for the prior Use Year.
- (b) **Late Check-In.** Unless a Member informs the Network Administrator or check-in desk at a particular resort that they anticipate checking in at the resort later than the arrival time designated within a confirmed Reservation, the arriving Member risks forfeiture of such Reservation and the RCI Points used to make such Reservation, in accordance with Rule 13.
- (c) **Applicable Limitations.** Various limitations exist for Affiliated Resorts (e.g., occupancy limitations, baggage limitations). Applicable occupancy limitations shall be observed by each Member and guest.
- (d) **Separation of Network, Accommodation.** The Network, the Affiliated Resorts are separate and distinct entities and the services provided by the Network are separate and distinct from the products or services that are sold by or on behalf of the Affiliated Resort. While the Network Administrator (or another company in its group) may have entered into an Affiliation Agreement with a Home Resort or Home Group, the Network Administrator does not have the ability to control the operations of the Home Resort or Home Group. Thus, the Network Administrator cannot be responsible or liable for the actions or omissions of Affiliated Resorts.
- (e) **Information on Affiliated Resorts.** Information about Affiliated Resorts provided by the Network is based on information obtained from Affiliated Resorts. While the Network Administrator will make reasonable efforts to ensure that information provided by the Network to the Members is accurate and complete as of the date such information is published by the Network, RCI expressly disclaims any liability for inaccurate, incomplete or misleading information concerning any Affiliated Resort.
- (f) **Cancellation by Network Administrator.** Reservations may be cancelled by the Network Administrator in respect to any resort which ceases to be an Affiliated Resort. Upon any such cancellation, the relevant RCI Points will be returned to the Member. The Network Administrator may also cancel a Reservation or withhold the allocation of RCI Points due to a natural disaster, act of God, civil unrest or other unforeseeable circumstance outside the control of the Network Administrator which renders the Unit uninhabitable or unusable. Upon any such cancellation, the Member will not receive a refund of RCI Points used or any transaction fee paid for that Reservation. In addition, the Network Administrator may cancel a Reservation following the suspension or termination of a Member's Membership in the Network. Upon any such cancellation, the Member will not receive a refund of RCI Points used for that Reservation.
  - (i) A resort may be terminated as an Affiliated Resort if it is not operated in a commercial or reasonable manner that enables it to meet its obligations or is otherwise not in compliance with the rules, regulations, policies and procedures of the Network or the terms of its Affiliation Agreement;
  - (ii) If a resort is destroyed or condemned or otherwise not suitable for use for any reason, the Resort may be withdrawn from the Network;
- (g) **Withdrawal of Benefits.** The Network Administrator may withdraw benefits, including Accommodation at Affiliated Resorts, or suspend or terminate the affiliation of Home Resorts or Home Groups with the Network in accordance with the following:
  - (i) A resort may be terminated as an Affiliated Resort if it is not operated in a commercial or reasonable manner that enables it to meet its obligations or is otherwise not in compliance with the rules, regulations, policies and procedures of the Network or the termination of the Affiliation Agreement;
  - (ii) If a resort is destroyed or condemned or otherwise not suitable for use, the Resort may be withdrawn from the Network;
  - (iii) If the legal existence of the property regime at the resort is terminated, then the resort may be withdrawn;
  - (iv) In the event the Affiliation Agreement is terminated or expires, or the Affiliated Resort is otherwise terminated from its relationship with the Network, the Affiliated Resort will no longer be considered an Affiliated Resort. In such event, the Network Administrator shall use reasonable efforts to seek to make available alternative accommodations for Members whose confirmed Reservations are cancelled; provided, the Network Administrator has no obligation to reimburse a Member for any cost or expenses or otherwise satisfy specific requests;
  - (v) In the event that the Network Administrator terminates the operation of the Network.
- (h) **Re-Enrolment.** If a Member's Membership terminates or is terminated by the Network Administrator for any reason, and the Member desires re-enrolment in the Network, the Member must execute a new Participation Agreement. The Member's re-enrolment is subject to the Network Administrator's right to refuse any Participation Agreement and the applicable fees that are presented to it.
- (i) **Non-Commercial Use.** Network use by a guest or a Member may not be for commercial purposes, including rental or sale.
- (j) **Failure to Pay.** Membership Fees shall be paid when billed by the Network Administrator. If not paid within thirty (30) days after date of the bill, Membership Fees will accrue interest and late fees at such rates as shall be published by the Network Administrator from time to time.
- (k) **Additional Fees, Damages.** Members are responsible for payment of applicable taxes, personal expenses, utility charges, security deposits and other fees or charges levied with respect to Accommodation at an Affiliated Resort. Members are also responsible for any damages caused by themselves or their guests.
- (l) **Monitoring.** Communications to and from representatives of the Network may be recorded for training or quality control purposes.
- (m) **Operational Products, Services.** Representatives of the Network may on occasion contact you via telephone, post, e-mail, or SMS to keep you informed of any matters relating to your Membership. By signing the original agreement you consent to RCI.

- (n) **Set-Off and Application of Fees.** The Network Administrator may at any time set off any amounts owed by it to the Member against any amount payable to the Network Administrator by the Member. The Network Administrator may also apply any monies received from the Member to discharge amounts owed or payable to it by the Member on any account. Without limitation, the Network Administrator may apply Transaction and other fees received from the Member to discharge Membership Fees.

## 18. MEMBER SUSPENSION AND TERMINATION

- (a) **Suspension.** A Member may be suspended by the Network Administrator from participation in the Network and use of his allocated RCI Points if: (i) the Member breaches any provision of the Network Documents or these Rules; (ii) the Member fails to pay any fees due and outstanding to the Network or any Affiliated Resort, including without limitation maintenance or owners' association fees at such resort; (iii) the Member fails to remain current in the payment of any purchase money obligations in respect of Accommodation Deposited by that Member; (iv) the Member issues legal proceedings against the Network Administrator or any of its associated companies or (v) the Affiliated Resort associated with the Member's Deposited Accommodation is not then in good standing with the Network. If a Member is suspended, the Member may not avail him or herself of the benefits of the Network, including the following:
- (a) the Member may not obtain Reservations;
  - (b) the Network Administrator may cancel confirmed Reservations and remove the Member from any wait lists; and
  - (c) the Member may not be allocated RCI Points for a respective Use Year during suspension.
- Any suspension of use of RCI Points shall not release a Member or his Accommodation from his obligations under the Participation Agreement.
- (b) **Termination.** The Network Administrator may terminate a person's Membership or a particular Participation Agreement upon the occurrence of any of the following:
- (i) upon the termination or expiration of all the Member's outstanding Participation Agreements;
  - (ii) following suspension if the Member fails to cure the reasons for such suspension within such time as determined by the Network Administrator;
  - (iii) in the event that the Network terminates, all Memberships shall terminate; or
  - (iv) in the event that a Member's continued Membership is or becomes contrary to any law, rule, regulation or statutory instrument or if the Network Administrator is required to terminate it by any judicial, governmental, regulatory or law enforcement body or court or
  - (v) Notwithstanding the termination of the Member, all fees and other amounts owing to the Network Administrator by such Member shall be immediately due and payable to the Network Administrator. Upon termination, use rights associated with the Accommodation will remain subject to the assignment to the Network pursuant to the terms of the relevant Participation Agreement, unless released by the Network Administrator.

## 19. MEMBER WITHDRAWAL

A Member may not withdraw from the Network until either the expiration of all of the Member's outstanding Participation Agreements or the valid [transfer of his/her Point Rights or] surrender of Use Rights Deposited in the Network in accordance with these terms. The surrender of Use Rights requires a minimum of twelve months' notice in writing from the Member to the Network Administrator and Use Rights may not be surrendered by Members where the Member has any outstanding Reservation or where the Use Rights have been allocated to any third party. Withdrawal from the Network does not remove a Member's liability to pay any moneys owed to the Network Administrator or the Affiliated Resort.

## 20. LIMITATION OF LIABILITY

The use of Accommodation and/or the Unit and services at a resort shall be at the sole risk of the Members using the same and the Network Administrator shall not (insofar as this does not relate to death or personal injury caused as a result of the negligence of employees or agents of the Network Administrator) be in any way responsible for any damage or loss arising from use of the Accommodation, the Unit and/or such services.

The Network liability, including the liability of the Network Administrator, to a Member or guest with respect to their use of or inability to use the Network shall be limited to the fees paid to the Network Administrator for the relevant use. In no case shall the Network or the Network Administrator be liable for special, consequential or punitive damages.

Nothing in these Rules or the Network Documents restricts liability for fraudulent misrepresentation, personal injury or death, nor shall it affect or prejudice any statutory rights to which a Member may be entitled.

## 21. UNFORESEEN CIRCUMSTANCES AND CANCELLATION OF RESERVATIONS BY THE NETWORK ADMINISTRATOR

The Network Administrator accepts no responsibility or liability if a Reservation becomes unavailable due to any reason beyond its control, such as overbooking (other than by the Network Administrator), denial of access by the Affiliated Resort, failure or closure of an Affiliated Resort any resort ceasing to be an Affiliated Resort (for any reason) or any natural disaster, act of God, civil unrest, terrorist incident, government action, the termination of any contractual relationship affecting any Affiliated Resort to which the Reservation relates, or any other events outside of its reasonable control. Where such circumstances occur before departure (for example, where there has been significant prior damage to the Accommodation or an Affiliated Resort has closed), the Network Administrator reserves the right to cancel the Reservation. In these circumstances, the Network Administrator may (at its discretion if such an equivalent is readily available) offer the Member an equivalent alternative Reservation against their RCI Points. If the Network Administrator does not choose to do so then it will either (at its option) return the RCI Points utilized for the cancelled Reservation and hold the Transaction fee paid as a credit to the Member's account against future Transaction fees or, at the Member's request, refund the Transaction fee paid and allow the Member to request another Reservation against the Points utilized (subject to payment of all applicable further fees).

The Network Administrator may withhold or cancel the allocation of RCI Points to a Member due to or any natural disaster, act of God, civil unrest, terrorist incident, government action, insolvency, the termination of any contractual relationship affecting any Affiliated Resort or relating thereto, or due to any breach of the same by the corresponding Affiliated Resort, the failure or closure of an Affiliated Resort or any circumstance outside the reasonable control of the Network Administrator which renders the Accommodation upon which those RCI Points were based uninhabitable or unusable. Upon any such withholding or cancellation, the Member will not be able to use any corresponding RCI Points, receive a refund of such RCI Points used or any Transaction fee paid, or be able to utilise any Reservation and/or Transaction made with respect to those corresponding RCI Points or be entitled to other payment made for or in connection with that Reservation.

## 22. RIGHTS OF NETWORK ADMINISTRATOR

The Network Administrator may waive the application of any requirement, including Transaction fees, otherwise existing in the Network Documents. Based upon anticipated demand, the Network Administrator may exchange Accommodation in the RCI Points Network for Accommodation in the External Exchange Programme. Further, the Network Administrator may, at any time, dispose of Accommodation it reasonably determines will likely go unused. Finally, the Network Administrator may, in its sole discretion, accept or reject any Participation Agreement.

## 23. NETWORK INTEGRITY

In addition to all other rights provided to the Network Administrator in the Network Documents, the Network Administrator shall have the right to take such actions, as determined by the Network Administrator in its discretion, to ensure the continuing integrity of the Network. Such actions may include, but not be limited to, restricting the timing or amount of RCI Points that may be saved, borrowed, transferred or rented, and adjusting the RCI Points value of Accommodation.

## 24. AMENDMENT

The Network Administrator may amend these Rules at any time. Notice of any amendment affecting Members shall be delivered by the Network Administrator to each Member at the last known mailing address as set forth in the records of the Network Administrator. Alternatively, notice of amendments may be made by newsletter, publication or annual mailings, or through [www.rci.com](http://www.rci.com). An amendment to any Network Documents will be effective on publication or mailing.

## 25. EXCLUSIVE JURISDICTION

These Rules shall in all respects be interpreted and construed in accordance with and governed by the laws of England, and any action at law or in equity under this Agreement shall be submitted to the jurisdiction of the English courts.

**26. SEVERABILITY**

The invalidity, illegality or unenforceability of any provisions of these Rules and/or those contained in the Network Documents shall not affect the continuation in force of the remainder of the provisions of these Rules and/or those contained in the Network Documents.

**27. DISSOLUTION**

The Network shall continue in existence without limit as to time (subject to any applicable perpetuity period) unless terminated or wound up earlier by the Network Administrator. The Network Administrator shall give not less than 12 months' notice to Members in the event that the Network or the Network Administrator shall be so terminated or wound up and give such information and direction as to the procedure therefore as it in its reasonable discretion determines.

**28. NOTICES AND FEE CHANGES**

Subject to the provisions of Rule 27 below, any notice required to be given pursuant to these Rules shall be in writing and delivered by e-mail or post addressed to the addressee by pre-paid post and shall be deemed to have been received 14 days after the date of its posting or immediately in the case of e-mail. Where the Member is made aware of the fact that any information required to be given pursuant to these Rules is available by other means, including but not limited to being made available via the internet or equivalent, then notice shall be deemed effective either immediately where the Member is contacted by electronic means and made aware of the posting of such information or data on the internet or equivalent, or within 14 days of the same being made available via the internet or equivalent. The fees and prices charged by the Network Administrator (including without limitation Transaction Fees) are subject to regular review by the Network Administrator and any fee/price changes resulting from this review will take effect immediately. The Network Administrator may also change any of its prices and fees at any other time. Such price and fee changes will be published on [www.rci.com](http://www.rci.com) (or notified to Members by letter or e-mail) and will be effective once so published or notified.