

Effective: ~~January 5, 2014~~ November 14, 2015

RCI Platinum® Membership Tier Rules

These RCI Platinum® Membership Tier Rules (these “Rules”) supplement and do not replace the Terms and Conditions of RCI Points® Subscribing Membership or RCI Weeks® Subscribing Membership (the “Terms and Conditions”). Capitalized terms used and not defined in these Rules shall have the meanings set forth in the Terms and Conditions.

1. General

1.1. RCI® ~~members~~Members may upgrade their basic RCI Points subscribing membership (the “Points Membership”) or basic RCI Weeks subscribing membership (the “Weeks Membership”) to the RCI Platinum membership tier (the “Platinum Membership”) by paying the applicable RCI Platinum Membership tier fees in addition to the Network Dues/Subscription Fees. The term “RCI Platinum Member” means a Member who has purchased a Platinum Membership. At RCI’s sole discretion, RCI Points Members who upgrade to a Platinum Membership after the start of their Use Year may pay a lower, pro-rated fee, based upon the length of time remaining in their current Use Year. The Platinum Membership term may not be coterminous with the basic Weeks Membership or Points Membership term. It is the Member’s responsibility to ensure their basic Weeks Membership or Points Membership does not lapse during their Platinum Membership term.

1.2. Platinum Members may cancel their Platinum Membership at any time, separate from their Points Membership or Weeks Membership. RCI may cancel or terminate the Platinum Membership at any time. RCI may provide a Platinum Member a refund for a portion of the Platinum Membership fees paid, depending upon when cancellation occurs.

1.3. Certain Platinum Membership benefits are offered by third parties ~~-or through the call center.~~

1.4. Certain Platinum Membership benefits are only available online.

1.5. RCI may at any time, in its sole discretion, remove or change the benefits provided as a part of the Platinum Membership.

1.6. RCI may amend these Rules at any time in its sole discretion in the manner set forth in the then-current version of the Terms and Conditions for amending the Terms and Conditions.

1.7. Platinum Membership and certain benefits of Platinum Membership are only available in certain countries, including those benefits provided by third parties. If a Member purchases a Platinum Membership in a particular country, and resides or thereafter moves to another country where a different version of the Platinum Membership is available, the Platinum Membership benefits available to the Member will be only those available in the latter country. If a Member purchases a Platinum Membership, and resides or thereafter moves to another country where the Platinum Membership is not available, the Member may cancel the Platinum Membership and, upon cancellation, the Member will receive a pro-rata refund of the amount paid for the Platinum Membership; in such event, the basic Points Membership or Weeks Membership (as applicable) will remain unchanged.

2. Unit Complimentary Upgrades and Changes

2.1. At the time a Platinum Member requests a Reservation for the use of Vacation Time (an “Exchange”), the Platinum Member will be given the option to indicate whether such Platinum Member would like to receive a unit upgrade in the same Exchange program in the event that a qualifying unit becomes available. Unit upgrades are not guaranteed, and will be provided on a first come, first serve basis, based upon the initial confirmation date of the Exchange.

2.2. If available, RCI will provide a unit upgrade for the applicable Reservation no sooner than 14 days prior to the check-in date of the Reservation. RCI will notify Platinum Members of an applicable unit upgrade via email or mail.

2.3. Unit upgrades are units that have at least one additional bedroom and at least the same size kitchen and number of bathrooms as the unit for the Confirmed Exchange.

2.4. The start date of the stay including the upgraded unit must be within 2 days of the start date (either 2 days before or 2 days after) of the previously confirmed Exchange and the length of the stay must be the same number of nights as the previously confirmed Exchange, and the upgraded unit must be at the same resort as for the applicable Exchange.

2.5. ~~Platinum Members may also request to change a resort selected in a previously confirmed Exchange beginning 14 days prior, and up to 3 days before, the start date of the previously confirmed Exchange. The requested substitute resort must be within the same geographic region as the resort subject to the previously confirmed Exchange and the unit at the requested substitute resort must be the same size or larger than the unit subject to the previously confirmed Exchange. In addition, the start date of the stay at the substitute resort must be within 2 days of the start date (either 2 days before or 2 days after) of the previously confirmed Exchange and the length of the stay at the substitute resort must be the same number of nights as the previously confirmed Exchange.~~

2.6. ~~In order for a Platinum Member to receive a unit upgrade or resort change, the applicable Platinum Membership and associated basic Points Membership or Weeks Membership must be current and paid in full at the time the unit upgrade or resort change is processed.~~

2.7. ~~Unit upgrades and resort changes are only available for standard RCI Points Exchanges and RCI Weeks Exchanges, and do not apply to any other transactions, including but not limited to: Home Resort exchanges; Extra VacationsSM getaways; and Last CallSM ~~vacations~~Vacations.~~

2.8. ~~No additional Deposit Trading Power (for RCI Weeks Members), Points (for RCI Points Members) or fees are required for a Platinum Member to receive a unit upgrade or resort change, except additional housekeeping or other resort-specific fees that may apply, based on increased unit size or different resort policies, for which the Platinum Member will be responsible.~~

2.9. ~~The upgraded unit will Platinum Member shall be solely responsible for any costs incurred by the ~~same check~~ Platinum Member in ~~and check-out dates, and the same~~ changing travel arrangements in connection with a resort as for the applicable change.~~

2.10. ~~Platinum Members are limited to either one unit upgrade or one resort change per Confirmed Exchange.~~

~~1. Platinum Rebates~~

2.11. ~~Once either a unit upgrade or resort change has been confirmed, standard Exchange cancellation policies shall apply.~~

~~3. Savings Dollars~~

3.1. ~~Platinum Members will receive ~~rebates~~ Savings Dollars in an amount equal to one Savings Dollar for each dollar paid for the following transactions ~~in the amounts listed below~~:~~

~~Extra VacationsSM getaways~~ \$15 USD

~~Guest Certificates~~ \$15 USD

~~Combined Deposits~~ \$15 USD (RCI Weeks Members only)

~~RCI Standard Membership Fee~~

~~RCI Platinum Membership Upgrade Fee~~

~~RCI Weeks Exchange~~

~~RCI Weeks Combined Deposit~~

~~RCI Cruise Exchange~~

~~Points for Deposit~~

~~RCI® Deposit RestoreSM~~

~~Guest Certificate/Guest Pass~~

~~RCI® Points Partner Reservation~~

~~Trading Power Protection/Points Protection~~

~~RCI Points Exchange~~

~~Weeks Deposit/ Points Extension~~

~~Points Saving Fee~~

3.2. ~~In order for a Platinum Member to ~~receive a rebate~~ earn Savings Dollars, the applicable Platinum Membership and associated Points Membership or Weeks Membership must be current and paid in full at the time the transaction is processed. ~~Rebates will be processed and provided in the form of a credit/coupon which~~ Savings Dollars will be posted to the Platinum Member's ~~RCI~~ Savings Dollar account ~~(provided through a third party vendor) within 12015 days after the check-out date, and may be used by the Platinum Member as credit toward future RCI transactions (except for RCI Travel transactions); the Savings Dollars are earned.~~ In no event may the ~~credits~~ Savings Dollars on a Platinum Member's Savings Dollar account earned from this program be paid directly to the Platinum Member in the form of cash, check or credit card, or any other means of payment. ~~Any remaining credits earned from this program on a Platinum Member's account at the time of termination of the Platinum Membership with RCI, either by RCI or the Platinum Member, will expire and be forfeited by the Platinum Member. Rebates will be provided only for Guest Certificates relating to Exchange vacations,~~~~

~~Extra VacationsSM getaways (provided, however, rebates will not be provided for free Extra Vacation getaways obtained through "Buy One, Get One Free" or other promotions or discounts), Last Call vacations or Nightly Stays; Guest Certificate rebates will not be provided for any other transactions, including but not limited to RCI Points Partner transactions.~~

~~1.1. Rebates may not be used as credit toward the same transaction for which the rebate is being provided.~~

~~3.3. Rebates Savings Dollars may be redeemed as a form of partial payment in a fixed amount at time of checkout on the net amount of products, travel and services purchased through the RCI Platinum Store, including merchandise, vacation packages, hotels, Restaurant.com certificates, Spa Finder certificates and Fandango certificates.~~

~~3.4. Savings Dollars will not be provided earned for any cancelled or voided transactions. Any Rebates Savings Dollars credited for transactions which are cancelled or voided will be removed from the applicable RCI Savings Dollar account, or if the Rebate has Savings Dollars have already been used by the Member toward a transaction, the applicable amount may be placed as a charge on the account.~~

~~3.5. Rebates Savings Dollars will not be provided for any transaction for which the Platinum Member does not pay the applicable transaction fee (for example, if the fee is waived).~~

~~3.6. RCI may, at any time, in its sole discretion, change the types of the transactions for which rebates Savings Dollars are provided, as well as the applicable rebate Savings Dollar amounts (including the minimum and maximum amount of Savings Dollars required for the purchase of a specific product, travel offer or service).~~

~~3.7. Savings Dollars and the RCI Platinum store are provided by a third party under contract with RCI. Savings Dollars are subject to additional terms and conditions established by the third party.~~

4. Points Extension

~~4.1. Standard RCI members who are eligible to extend their Points receive one additional Use Year to use their Points when they extend their Points and pay the applicable fee. Platinum Members who are RCI Points Members and are eligible to extend their Points will receive two additional Use Years to use their Points when they extend their Points and pay the applicable fee.~~

~~4.2. In order for a Platinum Member to extend Points, the applicable Platinum Membership and associated basic Points Membership must be current and paid in full at the time the Platinum Member requests the Points extension.~~

~~4.3. Points may only be extended once. Certain resorts may not permit Points to be extended for use at such resorts.~~

5. Free Points Transfer

~~5.1. Platinum Members who are RCI Points Members may transfer their Points to other eligible RCI Points Members without paying a fee.~~

6. Ten Percent Rental Discount

~~6.1. Platinum Members are eligible to receive a ten percent (10%) discount off the advertised price of all Extra Vacations getaways and Last Call Vacations; provided, however, the ten percent (10%) discount does not apply to Extra Vacation getaways and Last Call Vacations sales made available exclusively to Platinum Members.~~

7. Free Ongoing Searches and Holds

~~7.1. Platinum Members may enter ongoing searches for an Exchange without paying an Exchange fee. The applicable Exchange fee will be due at the time the Exchange is confirmed.~~

8. RCI® Deposit RestoreSM

~~8.1. RCI Weeks Members who deposit a Week less than nine months (270 days) before the start date of such Week may receive a lower Deposit Trading Power for such Week. The RCI Deposit Restore product allows RCI Weeks Members to deposit a Week less than nine months (270 days) before the start date of such Week (but at least 15 days prior to the start date of such Week) and receive the full Deposit Trading Power for such Week by paying the RCI Deposit Restore fee~~

at the time of deposit (RCI Weeks Members with floating Weeks must purchase the RCI Deposit Restore product within 24 hours of receiving notice that a Week has been deposited into the member's RCI account).

8.2. Platinum Members who are RCI Weeks Members may deposit a Week up to six months (180 days) in advance of the start dates of such Week and receive the full Deposit Trading Power for such Week without paying an additional fee. Platinum Members may also deposit a Week less than six months (180 days) before the start date of such Week (but at least 15 days prior to the start date of such Week) and receive the full Deposit Trading Power for such Week by paying the RCI Deposit Restore fee at the time of deposit (RCI Platinum members with floating Weeks must purchase the RCI Deposit Restore product within 24 hours of receiving notice that a Week has been deposited into the member's RCI account).

8.3. In order for a Platinum Member to be eligible for the RCI Deposit Restore benefit, the applicable Platinum Membership and associated basic Weeks Membership must be current and paid in full.

9. Priority Access Inventory

9.1. Select specially-acquired vacation inventory ("Priority Access Inventory") will be made exclusively available for Exchanges by Platinum Members before the inventory is made available to Points Members and Weeks Members who are not Platinum Members.

9.2. Standard ~~exchange~~Exchange fees and terms and conditions apply to all Priority Access ~~inventory exchanges~~Inventory Exchanges.

9.3. Priority Access Inventory is limited. Destinations and travel times are subject to availability and confirmed on a first come, first serve basis. Priority Access Inventory offers include only accommodations and specifically excludes travel costs and other expenses that may be incurred. Taxes, additional fees and charges may apply. All-inclusive resorts may charge a mandatory all-inclusive fee. Other restrictions may apply. Priority Access Inventory offers are void where prohibited by law.

9.4. Platinum Members also receive access to Extra VacationsSM getaways sales one (1) day in advance of standard RCI members.

10. RCI® Points Partner Program Benefits (RCI Points Members only)

10.1. Platinum Members who are eligible to use the RCI Points ~~Partners~~Partner program may use, in each calendar year, the greater of: (a) 50% (fifty percent) of the Platinum Member's annual Points allocation up to a maximum of 250,000 Points; or (b) 40,000 Points. With respect to resorts or clubs with no annual Points allocation, RCI Points Partner program usage for Platinum Members is limited to a maximum of 40,000 Points per calendar year. Different terms may apply for Members who own interests at certain resorts. Other than as described in this Section ~~5~~10.1, the RCI Points Partner Program Terms and Conditions apply to all RCI Points Partner transactions.

10.2. Participants who purchase the Points Platinum Trial Membership Program from the ASNY Company, LLC d/b/a Somerpointe Resorts, may use up to a maximum of 25,000 (twenty-five thousand) Points during the term of their trial membership on RCI Points Partner Transactions.

11. Platinum Benefits Provided by Third Parties

11.1. Certain benefits products, and services offered through RCI Platinum membership are provided by third parties, some of which may be initially or only available in the United States. RCI does not make any representations regarding any of the products or services provided by third parties and RCI does not warrant the suitability or security of such products or services or the providers of such products or services. Information about such products or services is based on information obtained from the applicable providers. It is the Platinum Member's responsibility to investigate the safety and suitability of any activity, and the credentials and fitness of any guide, vendor or service provider, and Platinum Members participate at their own risk. RCI is not responsible for, and shall have no liability for any inaccurate, incomplete or misleading information regarding products or services that are not provided directly by RCI.

| 11.2. Additional terms, conditions and restrictions may apply to any activity, service, or product, are determined solely by the vendor, guide, or service provider, and are subject to change at the sole discretion of the service provider, guide or vendor. RCI does not warrant the availability of third party activities, products or services.