

# RCI Platinum<sup>®</sup> ~~Experiential Vacation~~ Tours and Packages Terms and Conditions

These ~~Experiential~~ RCI Platinum Tours and Packages Terms and Conditions (the "Terms and Conditions") set forth the legally binding agreement between RCI, LLC, formerly known as Resort Condominiums International, LLC ("RCI") and each RCI ~~Subscribing-subscribing Member-member~~ who purchases ~~an Experiential tour~~ Tours and Packages tour ("Experiential Tour~~Tours and Packages~~") (formerly known as "Experiential Vacation Exchange tours" and "Platinum Vacation tour~~packages~~") through RCI. Please thoroughly review these Terms and Conditions. You must also comply with all applicable terms and conditions, and policies and procedures ("Experiential Tour Terms~~Tours and Packages Terms~~"), as made available by the ~~Experiential Tour~~ Tours and Packages vendor-provider (the "Experiential Tour~~Tours and Packages Vendor-Provider~~"). By making payment towards the Experiential Tour~~Tours and Packages~~, you acknowledge and agree to be bound by these Terms and Conditions and the ~~Experiential Tour~~ Tours and Packages Terms. It is your sole responsibility to inform your traveling companion(s) and guests of the contents of these Terms and Conditions. The terms and conditions of purchase imposed by any third party providing programs or services directly to you shall apply. The terms and conditions governing your RCI membership are incorporated herein. By purchasing a Experiential Tour Tours and Packages tour (including related travel) through RCI you agree to be bound by these Terms and Conditions, the Tours and Packages ~~Experiential Tour~~ Terms, the terms and conditions of RCI membership, and terms and conditions of purchase imposed by any third party providing programs or services directly to you.

## MODIFICATIONS OF THE TERMS AND CONDITIONS

These Terms and Conditions are subject to change at the discretion of RCI, and without prior notice to you.

## NO COMMERCIAL USE

RCI ~~Experiential~~ Tours and Packages exchanges and purchases may not be used for any commercial purpose, sold, bartered, or exchanged for any other considerations.

## PROVISION OF INFORMATION

Information provided is based on information received from the ~~Experiential~~ Tours and Packages Vendors and other third party suppliers. While RCI makes reasonable efforts to ensure that this information is accurate and complete, RCI expressly disclaims liability for inaccurate, incomplete, or misleading ~~Experiential Tour~~ Tours and Packages information.

## FULFILLMENT SERVICES

RCI Platinum ~~Experiential Tour~~ Tours and Packages purchases and exchanges are-is, administered by International Cruise & Excursion Gallery, Inc. d/b/a Our Vacation Center, ("OVC"), a Delaware corporation with its principal place of business at 15501 N. Dial Blvd., Scottsdale, Arizona under contract ~~with to~~ RCI, LLC. Correspondence, including tickets and confirmations, will originate from this entity. Credit/debit card purchases may also result in a charge to purchaser's credit/debit card from this entity for both the deposit and subsequent payments. All Tours and Packages ~~Experiential~~ purchases and exchanges will be assessed a \$24.95 USD processing fee by OVC. RCI disclaims all responsibility in connection with any Tour and Packages tour.

## BOOKING CONFIRMATION/~~EXPERIENTIAL~~ TOUR RECEIPT

Reservations must be confirmed in writing by RCI or its designee ("Booking Confirmation/~~Experiential~~ Tour Receipt"). This document will be sent to you within two weeks of the booking date. You must receive a Booking Confirmation/~~Experiential~~ Tour Receipt before arriving at the applicable location. Multiple Booking Confirmations/~~Experiential~~ Tour Receipts will not be issued. Passengers' names must accurately reflect their complete legal names as they appear on their respective proof of citizenship documents. It is your sole responsibility to review and verify all information on the Booking Confirmation/~~Experiential~~ Tour Receipt for accuracy and completeness, and check the spelling of all names carefully. Notify RCI immediately if any changes or corrections are needed. Failure to do so constitute acceptance of the information contained on the Booking Confirmation/~~Experiential~~ Tour Receipt as accurate.

## ~~EXPERIENTIAL TOUR~~ TOURS AND PACKAGES VENDOR BROCHURES

Read ~~Experiential Tour~~ Tours and Packages Vendor- Provider brochures carefully. ~~Experiential Tour~~ Tours and Packages Vendor-Provider brochures contain important information concerning your vacation. Review the ~~Experiential Tour~~ Tours and Packages Terms, particularly policies concerning cancellation penalties as these apply. If

applicable, locate your ~~oabin-~~ accommodations to verify its location and bedding options. Compare itinerary on the Booking Confirmation/~~Experiential~~ Tour Receipt with the ~~Experiential Tour~~ Tours and Packages Vendor's Provider's current brochure for accuracy. ~~Experiential-Tours and Packages Vendor-Provider~~ brochures may be requested through your RCI ~~Travel-Platinum~~ ~~Experiential-Tours and Packages~~ Guide.

## RCI'S ROLE

You and RCI are dealing at arms' length, creating a commercial relationship. RCI is not your agent or your fiduciary. You agree that no such agent or fiduciary relationship exists between you and RCI. RCI and/or OVC is acting as an intermediary for the ~~Experiential-Tours and Packages Vendor- Provider~~ or other supplier in selling services, or in accepting reservations or bookings for services that are not directly supplied by RCI and/or OVC (such as hotel accommodations, ground transportation, meals, ~~Experiential~~ Tours ~~and Packages~~, etc.).

## AVAILABILITY

~~Experiential-RCI Travel-Platinum~~ Tours and Packages are available for purchase by RCI ~~Platinum-Subscribing~~ Members only ~~with RCI Platinum tier benefits~~. Space is limited. Itinerary is subject to change without prior notice.

## RATES

The rate is per person, per day (total price is then based on the length of the tour) and, when applicable, the exchange of Points through the RCI Points<sup>®</sup> Exchange Program, or an exchange of a qualified Deposit, including Combined Deposits and/or Deposit Credits, ~~which must have a minimum- with a~~ Deposit Trading Power of 7, through the RCI<sup>®</sup> Weeks<sup>®</sup> Exchange Program. This rate includes accommodations, most meals, transportation, activities and entertainment while on the tour. Some items such as alcoholic beverages and optional excursions may not be included dependent upon the ~~Experiential-Vacation-Tours and Packages Vendor-Provider~~ you have selected. The rate is determined by availability, tour date, departure city, tour provider, tour segment and length of tour, Government fees and taxes are additional. Rates are based on space availability and subject to change without notice. Additional fees may apply. Special rates or regional rates may not be applicable with other offers. All offers are for selected dates, tour segments only, are subject to availability, and are capacity controlled. Other restrictions may apply. All prices and dates may not be available at time of booking. All information is subject to change without notice.

In addition, all ~~Experiential-Vacation-Tour and Packages Vendors-Providers~~ and other suppliers retain certain rights to increase rates (including, without limitation, taxes, service charges, and government fees), modify itineraries, change availability, and change room accommodations and/or discontinue promotions and/or special offers, at any time for any reason. Any increase in price imposed by the ~~Experiential-Tours and Packages Vendor-Provider~~ will be passed on to you and you agree to such increase.

~~Experiential-vacation~~ Tours and Packages savings apply to featured tours only.

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## RCI ~~PLATINUM EXPERIENTIAL TOUR~~ TOURS AND PACKAGES TRANSACTION FEES<sup>†</sup>

<sup>†</sup>RCI ~~Experiential-Vacation-Tours and Packages~~ Transaction Fees are subject to change, from time to time, at the sole discretion of RCI without prior notice.

## RCI Platinum<sup>®SM</sup> Subscribing Members

### For RCI Points subscribing members:

Tour: 20,000 Points plus ~~Experiential~~ Tours and Packages transaction Fee: \$149.00 USD\*\*\*

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### For RCI Weeks subscribing members:

Tour: A qualified Deposit with a ~~Deposit~~ Trading Power of 7 plus ~~Experiential~~ Tours and Packages transaction Fee: \$199.00 USD\*\*\*

\*\*\*The ~~Experiential-Vacation-Tours and Packages~~ transaction fee is \$149.00 USD when exchanging 20,000 Points (for RCI Points subscribing members) or \$199 when exchanging a ~~minimum qualified-Deposit~~ with a ~~Deposit~~ Trading Power of 7 (for RCI Weeks subscribing members) ~~toward the purchase of a select tour. This fee entitles the RCI Platinum Member-member to purchase 7 additional experiential- tours vacations at the same RCI member-only special rate you received on the vacationtour.~~ RCI ~~Subscribing-Members-members~~ with RCI Platinum tier membership will also receive an additional \$25.00 USD off the purchase price per tour (compared with the standard RCI subscribing membership).

## MAXIMUM OCCUPANCY

In no event may the total number of people occupying any room exceed the maximum occupancy set forth by the ~~Experiential-Tours and Packages Vendor/Provider~~.

## AGE/PREGNANCY RESTRICTIONS

Most ~~Experiential-Tours and Packages Vendors- Providers~~ have specific age restrictions for infants, as well as pregnancy restrictions. Please consult your RCI ~~Experiential-Travel~~ ~~Tours and Packages~~ Guide when booking an ~~Experiential~~ ~~Tours and Packages tour~~.

## IDENTIFICATION DOCUMENTS

All travelers must have in their possession proper documentation required by the United States and any foreign country visited. The names on the Booking Confirmation/~~Experiential~~ Tour Receipt must match such documentation exactly. Travelers are advised to consult with the appropriate governmental agencies and embassies to determine what documentation will be required for them and their guests. RCI assumes no responsibility for advising travelers of immigration requirements. No refund will be issued if you fail to bring proper documentation and you will not be allowed on the tour.

## TRAVEL DOCUMENTS

~~Experiential-Tours and Packages~~ tickets will be sent overnight to the address provided approximately two weeks prior to travel. For ~~Experiential-Tours and Packages Vendor-suppliers Providers~~ that issue electronic tickets, you must visit the ~~Experiential-Tours and Packages Vendor/Provider's~~ website to print your e-tickets and documents. When you receive your tickets and documents, it is your sole responsibility to review and verify all information. The tickets are valid only for the person(s) named thereon as guest and cannot be transferred or modified without the ~~Experiential~~ ~~Tours and Packages Vendor's- Provider's~~ prior written consent. When a name change is required additional fees may apply. Notify an RCI ~~Experiential-Travel~~Platinum ~~Tours and Packages~~ Guide immediately if changes or corrections are required.

## CANCELLATION/CHANGES

The fees assessed by the ~~Experiential-Tours and Packages Vendor- Provider~~ as a result of a cancellation or change are set forth in the ~~Experiential-Tours and Packages~~ Terms and apply to all ~~Experiential-Tours and Packages~~ purchased hereunder. Each ~~Experiential-Tours and Packages Vendor- Provider~~ has specific cancellation policies and penalties. ~~Experiential-Tours and Packages Vendor- Provider~~ policies may treat name changes and departure date changes as cancellations.

In the event you must cancel your ~~Experiential-Tours and Packages~~ booking, please contact OVC immediately, either by phone at 1-877-724-2628, or in writing, at the following address: Our Vacation Center, 15501 N. Dial Blvd., Scottsdale, AZ 85260, or at the following fax number: 602-896-4747. Cancellation will be effective as of the date of receipt of the request. It is the Member's responsibility to ensure receipt of cancellation request. Be advised that OVC, as the ~~Experiential-Tours and Packages~~ administrator for RCI, forwards your payment for your ~~Experiential~~ ~~Tours and Packages product~~ to the ~~Experiential-Tours and Packages Vendor- Provider~~ or other supplier. If for any reason you should cancel your ~~Experiential-Tours and Packages~~ booking, your refund (less applicable penalties) will be returned to you by OVC, as ~~Experiential-Tours and Packages~~ administrator for RCI, only when OVC has received a refund from the ~~Experiential-Tours and Packages Vendor- Provider~~ or other supplier. This refund may take up to six (6) to eight (8) weeks from the cancellation date. On group bookings, the refund may be issued up to sixty (60) days after the tour date. If cancellation occurs after tickets have been sent, the \$24.95 USD processing fee will not be refunded.

If your cancellation occurs within seven (7) days of booking, the deposit made to OVC directly will be refunded to you within approximately four (4) weeks. If your cancellation does not occur within seven (7) days of booking, then the deposit made to OVC directly will be forfeited unless at the time of such cancellation, you book another ~~Experiential~~ ~~Tour-tour~~ in which case the deposit will then be applied to such new ~~Experiential-Tour tour~~. The ability to apply the deposit to a new ~~Experiential-Tour-tour~~ in accordance with the prior sentence is only available one time and all subsequent cancellations related to that booking will result in the deposit made to OVC directly being forfeited. The deposit varies from ~~Experiential-Tour-tour~~ to ~~Experiential-Tour-tour~~ as a function of date, itinerary, ~~Experiential-Tours and Packages Vendor Provider~~, and cabin type and will be identified when you book your ~~Experiential-Tourtour~~.

In addition to all of the foregoing cancellation charges, the following cancellation charges will be assessed by OVC, as ~~Experiential-Tours and Packages~~ administrator for RCI:

### For Cash Purchases:

Days in Advance Cancelled Assessment:

61 or more days prior to departure date  
\$50 USD penalty

60 days or less prior to departure date  
All additional payments made to OVC

| For RCI ~~Points members with RCI Platinum Members membership tier benefits who have an RCI Points membership~~

Days in Advance Cancelled Assessment

90 days or more prior to departure date  
All Points refunded\*\*

89-46 days prior to departure date  
75% of Points refunded\*\*

45-30 days prior to departure date  
50% of Points refunded\*\*

29-0 days or less prior to departure date  
25% of Points refunded\*\*

| \*\*The ~~Experiential-Tours and Packages~~ transaction fee is forfeited regardless of when cancellation occurs.

| For ~~RCI Platinum Members who have an RCI Weeks membership~~ members with RCI Platinum membership tier benefits

Days in Advance Cancelled Assessment:

| Within 24 hours of booking and 21 days or more prior to departure date, then full ~~Experiential-Tours and Packages~~ transaction fee is refunded\*

| Within 24 hours of booking and 20 days or less prior to departure date, then full ~~Experiential-Tours and Packages~~ transaction fee is forfeited\*

| More than 24 hours after booking, then full ~~Experiential-Tours and Packages~~ transaction fee is forfeited\*

A member will also have restored the following Deposit Trading Power based on the schedule below:

Days in Advance Cancelled Assessment

276 days or more prior to departure date  
All Deposit Trading Power retained

275-181 days prior to departure date  
95% of Deposit Trading Power retained

180-91 days prior to departure date  
90% of Deposit Trading Power retained

90-31 days prior to departure date  
80% of Deposit Trading Power retained

30-15 days prior to departure date  
60% of Deposit Trading Power retained

14 days or less from departure date,  
45% of Deposit Trading Power retained

## CURRENCY

All fees and charges are stated and payable in \$USD.

## PAYMENT

You may book with a credit card (or debit card, as long as your debit card has a Visa or MasterCard logo on it). Note: Some banks impose a daily charge limitation. Contact your bank to inquire about any such limitation. Charges usually occur on the same business day, but they may occasionally take up to three business days to be processed. RCI will make reasonable efforts to contact you if there are any complications with your credit card or debit card transaction. Within 24 hours, you will receive a confirmation e-mail notifying you that the booking is complete. You can expect to receive your Booking Confirmation/~~Experiential~~ Tour Receipt approximately 7 to 10 days after you make your payment. Final payment is due up to 90 days prior to sailing depending on the length of ~~Experiential-Tours and Packages~~ Tour, the ~~Experiential~~ Tours and Packages Vendor- Provider and the number of days before departure. Final payment will automatically be charged to the credit card or debit card used for the deposit unless you make other arrangements. Final payment transactions often exceed debit card limits, and may result in declined debit card status. In the event that your credit or debit card is declined for any reason, RCI will make reasonable attempts to contact you, however ~~Experiential-the~~ Tours and Packages rate is subject to change until RCI receives a valid form of payment. It is your responsibility to assume any increase in cost to reinstate the booking. RCI reserves the right (without refund or credit) to cancel your confirmed ~~Experiential-Tours and Packages Tour~~ if your payment for any charges required to be paid is rejected by your financial institution, or, for RCI Platinum Tours only, if you have not paid maintenance fee assessments or similar charges with respect to your vacation ownership. You will be responsible for any ~~Experiential-Tours and Packages Vendor-Provider~~ penalties assessed due to a payment being rejected by your financial institution. Additionally, OVC, as the ~~Experiential-Tours and Packages~~ administrator for RCI, will assess a \$25.00 USD fee per person if any transaction is rejected by your financial institution at any time after a deposit is taken; after final payment has been taken, the fee is \$50.00 USD per person. To make other final payment arrangements or if you experience technical difficulties with the site and are not sure of the status of your reservation or payment, call an RCI Guide for assistance at 1-888-333-1336.

#### **LIMITATION OF LIABILITY**

RCI SHALL NOT BE LIABLE FOR AND DOES NOT ASSUME ANY LIABILITY OR RESPONSIBILITY FOR ANY LOSS, DAMAGE, DELAY, DEATH OR INJURY TO PERSON OR PROPERTY ARISING FROM OR AS A RESULT OF THE ACTS OR OMISSIONS AND/OR REPRESENTATIONS (WHETHER ORAL OR WRITTEN) OF THE ~~EXPERIENTIAL-TOURS AND PACKAGES EXCHANGE VENDOR- PROVIDER~~ OR OTHER SUPPLIERS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. RCI'S LIABILITY FOR ANY CLAIM ARISING FROM OR AS A RESULT OF THE ACTS OR OMISSIONS AND/OR REPRESENTATIONS (WHETHER ORAL OR WRITTEN) OF RCI WILL BE LIMITED TO THE FEES PAID BY YOU TO RCI FOR THE ~~EXPERIENTIAL-TOURS AND PACKAGES EXCHANGE-TOUR~~. IN NO EVENT WILL RCI BE LIABLE FOR SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES EVEN IF NOTIFIED OF THE POSSIBILITY OF SAME. THIS LIMITATION SHALL ALSO APPLY TO RCI AFFILIATED COMPANIES, SUCCESSORS, ASSIGNS AND AGENTS OF RCI.

#### **GOVERNING LAW**

These Terms and Conditions will be governed by and construed under the laws of the State of New Jersey, without regard to its conflicts of law principles. Any action at law or in equity by you or your guest, who is either vacationing with you or who is traveling under a Booking Confirmation/~~Experiential~~ Tour Receipt, to seek any remedy against RCI, its associated entities, designees, or contractors must be submitted to the non-exclusive jurisdiction of and venue in the New Jersey State courts situated in Morris County, New Jersey (USA) and the United States District Court for the District of New Jersey. In the event any legal action is initiated by you or your guest and RCI prevails, you or your guest shall, without limitation, pay all costs incurred by RCI in defending such action, including reasonable attorneys' fees, paralegal fees and court costs.

RCI ~~Platinum Experiential-Tours and Packages~~ Terms and Conditions (~~Effective November 14, 2015 April 16 2014~~).