## Schedule 4



# **RCI Platinum Membership Tier Rules**

These RCI Platinum Rules (these "Rules") supplement and do not replace the current RCI terms of membership ("Terms of Membership") in respect of the RCI Weeks Exchange Programme or the RCI Points Exchange Programme. Capitalized terms used and not defined in these Rules shall have the meanings set forth in the Terms of Membership.

#### General

- 1.1. Members may upgrade their RCI Points membership (the "Points Membership") or RCI Weeks membership (the "Weeks Membership") to an RCI Platinum membership (the "Platinum Membership") by paying the applicable Platinum Membership fees in addition to the membership fees. The term "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 period of membership in respect of their RCI Weeks or RCI Points membership may pay a lower, pro-rated fee, based upon the length of time remaining in their current period of membership in respect of RCI Weeks or RCI Points. 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.
- 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 of Membership.
- 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.
- 1.8 RCI may, at any time, reserve the right to limit the number of rewards which may be earned in a membership year.

## 2. Complimentary Upgrades and Changes

- 2.1. At the time a Platinum Member requests an exchange or reservation of Holiday Ownership Rights (an "Exchange"), the Platinum Member will At the time a Platinum Member requests an exchange or reservation of Holiday Ownership Rights (an "Exchange"), the Platinum Member will be given the option to indicate whether such Platinum Member would like to receive a unit upgrade in same exchange programme 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. RCI reserves the right to refrain from offering unit upgrades in respect of certain types of resorts or units (e.g. all-inclusive resorts). Unit upgrades are only offered on a per week basis and if multiple weeks are booked at the same time, upgrades may not be available for all weeks.
- 2.2. If available, RCI will provide a unit upgrade for the applicable Exchange 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 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 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 Holidays, and Late Deals.
- 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 Platinum Member shall be solely responsible for any costs incurred by the Platinum member in changing travel arrangements in connection with a change.
- 2.10 Platinum Members are limited to either one unit upgrade or one resort change per Confirmed Exchange.
- 2.11 Once either a unit upgrade or resort change has been confirmed, standard Exchange cancellation policies shall apply.

## 3. Platinum Member Rewards

3.1. Platinum Members will receive Member Rewards for the following transactions in the amounts listed below:

For the avoidance of doubt, Member Rewards are only applicable on transactions for which a transaction fee is actually paid by the Platinum Member.

3.2. In order for a Platinum Member to receive a Member Reward 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. Member Rewards will be processed and provided in the form of a credit/coupon which will be posted to the Platinum Member's RCI account after the check-out date, unless the transaction is not associated with a confirmation, in which case the credit will be applied after the transaction. In both cases every effort will be made to apply the rewards within 5 working days. Member Rewards may be used by the Platinum Member as credit toward future RCI transactions. In no event may the credits on a Platinum Member's account earned from this programme be paid directly to the Platinum Member in the form of cash, cheque or credit card, or any other means of payment. Any remaining credits earned from this programme 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. Member Rewards will be provided only for Guest Certificates relating to Exchanges, Extra Holidays, or Late Deals; Guest Certificate Member Rewards will not be provided for any other transactions.

- 3.3. Member Rewards may not be used as credit toward the same transaction for which the rebate is being provided.
- 3.4. Member Rewards will not be provided for any cancelled or voided transactions. Any Member Rewards credited for transactions which are cancelled or voided will be removed from the applicable RCI account, or if the Member Reward has already been used by the Member toward a transaction, the applicable amount may be placed as a charge on the account.
- 3.5. Member Rewards 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 Member Rewards are provided, as well as the applicable Member Reward amounts and may limit the number of rewards which may be earned in any one period of membership or calendar year

#### 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 mPlatinum 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. Free Ongoing Searches and Holds

6.1 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.

## 7. RCI® Deposit Restore

- 7.1 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).
- 7.2 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 Weeks less than six months (180 days) before the start date of such Week (but at least 15 days prior to the state 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).
- 7.3 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.

## 8. Priority Access Accommodation

- 8.1. Select specially-acquired holiday accommodation ("Priority Access Accommodation") will be made exclusively available for Exchanges by Platinum Members before the accommodation is made available to Points Members and Weeks Members who are not Platinum Members.
- 8.2. Standard Exchange fees and terms and conditions apply to all Priority Access Accommodation Exchanges.

## 9. Platinum Benefits Provided by Third Parties

- 9.1. RCI does not warrant the suitability, safety or security of third party products or services relating to the Platinum Membership. 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 expressly disclaims any express or implied warranty or any liability in connection with such products and services. Information about RCI Platinum products and services published by RCI is based on information obtained from the relevant service provider. RCI is not responsible for, and shall have no liability for any inaccurate, incomplete or misleading information provided concerning RCI Platinum products and services which are not provided directly by RCI.
- 9.2. 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 and is not responsible for providing replacement goods or services in the event that a third party supplier withdraws its goods or services from the programme.