

RCI POINTS PARTICIPATION AGREEMENT:

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PARTICIPATION AGREEMENT

☐ New Sale ☐ Conversion from RCI Weeks ☐ Additional purchase



This Participation Agreement is made between RCI Europe (No. 01148410) whose registered office is at The Business Exchange, Rockingham Road, Kettering, Northants NN16 8JX (subsequently referred to as the 'Network Administrator') and the Member(s) named below

Date of Conclusion of Agreement:

CONTRACT DATE:

Place of Conclusion of Agreement:

CONTRACT NO:

Membership Fee (N/A if paid for by resort):

Resort Name

Resort ID #

Date

A. MEMBER INFORMATION

PRIMARY E-MAIL (required)

SECONDARY E-MAIL

Title (#1)

Mr ☐

Mrs ☐

Ms ☐

Miss ☐

Dr ☐

Title (#2)

Mr ☐

Mrs ☐

Ms ☐

Miss ☐

Dr ☐

Other.....

Other.....

Applicant Name (#1)

Applicant Name (#2)

Date of Birth (#1)

Date of Birth (#2)

Publications Language Preference

☐ English

☐ Spanish

☐ French

☐ German

☐ Italian

☐ Hungarian

☐ Finnish

☐ Swedish

Address

Postcode

Country

Sales Person's Name

Home

Phone

Area Code

Business

Phone

Mobile Phone No :

(Please write in full number)

RCI's Privacy Notice includes information about your individual rights. By checking the box below, you:

- ☐ Acknowledge that you have read and understood RCI's Privacy Notice accessible [here](#)* and consent to the collection, use, disclosure and international transfer of your Personal Information provided above in accordance with and for the purposes set out in the Privacy Notice. Please note that if you decline or withdraw the aforesaid consent, you will not be eligible to participate in RCI's Exchange Programme.

By checking the following boxes, you consent to the following promotional communications:

- ☐ Yes, I consent to receiving communications from **RCI Europe**, so RCI Europe may send me promotional communications by email, postal mail, SMS and/or phone.
- ☐ Yes, I consent to receiving communications from **RCI Europe's affiliated entities** (affiliated entities / brands are separated into two sections in RCI's Privacy Notice and can be found [here](#)** and [here](#)*** so they may send me promotional communications by email, postal mail, SMS and/or phone.
- ☐ Yes, I would like RCI Europe to share my details with **selected third parties (airlines, car rentals and other travel providers)**, so they may send me promotional communications by email, postal mail, SMS and/or phone.

You may opt out at any time by using the unsubscribe function in the emails and/or SMS you receive from us or by contacting us at the relevant email address provided in RCI's Privacy Notice accessible via the hyperlink above.

* (https://www.rci.com/content/dam/panorama/docs/eme_all/en_gb/rci_privacy_policy_en_GB.pdf)

** (www.wyndhamdestinations.com/us/en/our-brands)

*** (www.panoramaco.com)

B. RCI Membership

I am or have been an RCI Member

☐ Yes☐ No

RCI ID#

 –

I am currently an RCI Points Member

☐ Yes☐ No

RCI Points ID#

 – I am adding additional ownership interests
to my existing RCI Points Membership*☐ Yes☐ No*** References to Schedules 2 and 3 are not relevant and will not be provided if you tick Yes****C. ACCOMMODATION INFORMATION**

Complete only what pertains to your ownership.

Resort Name	Ownership Category (Floating, Fixed, Other)	Ownership Type (Annual, Odd, Even)	Unit Number	Interval Week# /Season	Unit Type H,S,1,2,3	Maximum/ Private Occupancy	Duration of Ownership	Number of Points	Initial Use Year Reservation (see below)
								TOTAL	

D. INITIAL USE YEAR RESERVATION**Initial Use Year Start Date (DD/MM/YY)****Initial Use Year Start Date is the first day of the month in which your enrolment to the RCI Points Exchange Programme is processed.**

You must choose between Home Week/Resort/Group reservation or RCI Points option for each week deposited.

If you want to choose Home Week reservation during your Initial Use Year in respect of any Accommodation deposited, please indicate this choice for each week in the Initial Use Year Reservation column in Section C above.

Any weeks that are currently on deposit with the RCI Weeks Exchange Programme relating to the Accommodation listed in Section C above will be converted into RCI Points for use in the RCI Points Network, provided that such weeks have not been exchanged against.

E. TERM OF PARTICIPATION AGREEMENT

This Participation Agreement shall commence on the Initial Use Year Start Date listed in Section D above and has an initial term of one year. Subject to payment of Membership Fees it will continue thereafter until the expiry of all Accommodation listed in Section C above unless terminated earlier in accordance with the provisions of the RCI Points Network Rules (the “Rules”) and the Network Documents (as defined in the Rules).

F. ADDITIONAL OWNERS (Additional owners’ names must appear on the ownership deed or certificate.)

The maximum number of co-Members on each RCI Points membership is five (5) persons. The first two (2) Members will receive RCI Points materials and mailings, provided they live at same address. All five (5) co-Members will be serviced on the account. The co-Members names are listed below:

ADDITIONAL OWNERS

Printed Name (Primary Member)	Signature
Printed Name (Secondary Member)	Signature
Printed Name	Signature
Printed Name	Signature
Printed Name	Signature

G. DEPOSIT INFORMATION

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Member automatically deposits with and cedes to the Network for use by RCI Europe, and its lawful successors and assignees for the term of this Agreement (i) all rights of use, occupancy and enjoyment in respect of the identified Accommodation set out in section C above (“Accommodation”); (ii) all rights, privileges and entitlements as the same relate to use and enjoyment of such Accommodation; and (iii) all rights of access required for occupancy, use and enjoyment of the Accommodation. The Member retains title to the Accommodation, subject to the rights deposited with and ceded to the Network for use by RCI Europe in accordance with the Rules and the Network Documents (as defined in the Rules).

I understand that I will be required to pay all expenses and fees related to the Accommodation as well as the current Membership Fee during the term of this Participation Agreement. This Participation Agreement is subject to the Network Documents and the terms and conditions attached to this Participation Agreement. I have read, and I agree to those terms and conditions.

H. GENERAL

The current Rules are attached as Schedule 4 to this Agreement and form part of this Agreement. By signing this Agreement, I acknowledge that I have read and agree to be bound by the Rules, including without limitation those sections dealing with additional products and services and The Network Administrator's data privacy notice. I understand that the Rules are subject to change from time to time. I further acknowledge that this Agreement is separate and distinct from any contract, purchase agreement, application or understanding I may have with any other party.

This Agreement constitutes the entire agreement between the Member(s) and the Network Administrator.

Your membership of the RCI Points Network only becomes effective once payment in respect of your membership has been received and your application for membership has been processed and accepted.

You acknowledge that you have been provided with the Key Information (as required in terms of The Timeshare, Holiday Products, Resale and Exchange Contracts Regulations 2010) prior to signing this Agreement, which Key Information is set out as Schedule 2, as terms of this Agreement.

If a provision of this Agreement is held to be illegal, invalid or unenforceable under any enactment or rule of law in any jurisdiction, such provision shall, to that extent, be deemed not to form part of this Agreement and the legality, validity and enforceability of the reminder of the provisions of this Agreement shall not be affected and shall continue in full force and effect.

The Schedules form part of and shall be incorporated into this Agreement

I. RIGHT OF WITHDRAWAL

YOU HAVE THE RIGHT TO CANCEL THIS AGREEMENT. PLEASE REFER TO PART 2 OF SCHEDULE 2 AND TO SCHEDULE 3 TO THIS AGREEMENT FOR FURTHER DETAILS OF YOUR CANCELLATION RIGHTS. IF YOU WISH TO CANCEL THIS AGREEMENT DURING THE WITHDRAWAL PERIOD YOU MAY (BUT ARE NOT OBLIGED TO) USE THE SEPARATE STANDARD WITHDRAWAL FORM ATTACHED AS SCHEDULE 3 TO THIS AGREEMENT.

This is an Exchange Contract. Sign it only if you want to be bound by its terms.

MEMBER**CO-MEMBER (if applicable)**

Signature

Signature

Date

Date

Signed for and on behalf of

RCI Europe in Kettering, United Kingdom



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 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 within the RCI Points Network in accordance with the Network Documents. You shall retain title to the Accommodation. All obligations associated with or appurtenant to 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 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 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.

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, including but not limited to RCI Points Partner Inventory, 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.



Schedule 2

RCI PLATINUM

STANDARD INFORMATION FORM FOR EXCHANGE CONTRACTS

pursuant to Schedule 4 of the Timeshare, Holiday Products, Resale and Exchange Contracts Regulations 2010

Part 1

Identity, place of residence and legal status of the trader(s) which will be party to the Agreement:

The party to the participation agreement ("Agreement") will be **RCI EUROPE**, ("Network Administrator") a limited company registered in England, company registration number 01148410, having its registered office at The Business Exchange, Rockingham Road, Kettering, Northants NN16 8JX.

Short description of the product:

RCI Points: The RCI Points Network Exchange Programme ("Network") is a membership programme which obliges a Member to cede his/her occupancy rights ("Use Rights") in accommodation at a resort participating in the Network ("Accommodation" and "Affiliated Resort") into the Network in exchange for points rights in the Network ("RCI Points"). The Member may then, subject to the payment of a membership fee and of the applicable reservation fee, use those RCI Points to reserve Accommodation at the same or at another Affiliated Resort. If a Member wishes to reserve his/her "Home Week" (i.e. the Use Rights that he/she originally purchased), then this must be booked from 13 up to 12 months in advance of the start date of the Use Right and upon doing so that Member's RCI Points in respect of that week will be deducted from his/her account. If the Home Week is not reserved within this timeframe, the RCI Points are available for the Member to reserve alternative Accommodation in the Network as explained in more detail below and in the Terms and Conditions of Membership annexed at Schedule 1 to the Agreement, as such terms may be amended by the Network Administrator from time to time ("Terms of Membership") and the RCI Points Network Rules annexed at Schedule 4 to the Agreement, as such rules may be amended by the Network Administrator from time to time ("Network Rules").

RCI Platinum: RCI Platinum is an upgraded RCI membership which provides Members with additional benefits and services. Members may upgrade their membership of the Network by paying the applicable Platinum Membership fees in addition to their membership fees in respect of the Network.

Subject to availability, a Member may be permitted to exchange her/her RCI Points for travel, leisure, or other products as made available by the Network Administrator from time to time on behalf of certain third party partners, subject to the partner's own terms and conditions.

Exact nature and content of the right(s):

The Member is purchasing the right to become a Member of the Network, pursuant to which the Member cedes his/her Use Rights into the Network in exchange for RCI Points and then has the right (subject to the Network Rules and the Terms of Membership) to use his/her RCI Points to reserve the same or alternative Accommodation at an Affiliated Resort. If Member subscribes for Platinum Membership, he/she will also be subject to the RCI Platinum Membership Rules annexed as Schedule 5.

Subject to availability, a Member may be permitted to exchange its RCI Points for travel, leisure, or other products as made available by the Network Administrator from time to time on behalf of certain third party partners, subject to the partner's own terms and conditions.

The Member is required to relinquish to the Network Administrator all rights in his/her own Use Rights (including the use of the relevant Accommodation) once this has been ceded to the Network. The Member's account is then credited with the number of RCI Points that have been designated by the Network Administrator as being equivalent to the Member's Use Rights. Once a Member has been allocated RCI Points in respect of the ceded Use Rights, such Member will be allocated the equivalent number of RCI Points in each year of membership ("Use Year") in respect of such Use Rights.

In order for a Member to use RCI Points to reserve the same or alternative Accommodation at an Affiliated Resort, the Member must have entered into an Agreement with the Network Administrator and his/her Membership must be processed and accepted by the Network Administrator, the Use Rights owned by the Member which are to be ceded into the Network must be at an Affiliated Resort in good standing with the Network, and the applicable membership fee and all maintenance and other fees must be paid up to date.

Membership of the Network is personal to the Member(s) concerned and cannot be transferred or sold.

Information on the cancellation of a confirmed reservation (by RCI or the Member) is set out in detail in the Network Rules.

Members will also have access to inventory in the RCI Weeks Exchange Programme ("External Exchange Programme"). A Member may make a reservation of available External Exchange inventory upon redemption of the number of RCI Points as described on www.rci.com. Points are deducted at the time that the relevant reservation is made. If a Member cancels an external exchange, clause 13 of cancellation terms in the Network Rules will apply. The standard terms and conditions of the External Exchange Programme, in addition to the Network Rules, apply to an External Exchange.

The Network Administrator may re-value RCI Points and/or the benefits available within the Network from time to time and/or may alter the basis of RCI Points valuations applicable to the scheme.

Exact period within which the right which is the subject of the Agreement may be exercised and, if necessary, its duration:

The Agreement is entered into usually for an initial term of one year (unless otherwise indicated on the Agreement) which commences on the Initial Use Year Start Date (as defined in the Agreement) and will continue thereafter, subject to the payment of all membership fees, until the expiry of all Use Rights set out in the Agreement, unless otherwise terminated in accordance with the Network Rules. The right to use RCI Points to reserve the same or alternative Accommodation at an Affiliated Resort may be exercised throughout the period of active membership, subject to the Network Rules. Membership fees are payable by Members on an annual basis, or as otherwise agreed.

If a Member who owns a fixed week wishes to reserve his/her own Use Rights or "home week" (i.e. the week that he/she originally purchased) ("Home Week"), this must be done from 13 months up to 12 months before the start date of the Use Right. If the Home Week is reserved, the number of RCI Points which relate to the Home Week are deducted from the Member's account. If the Home Week is not reserved within this timeframe, then the Member may use his/her RCI Points, subject to the Network Rules and payment of a reservation fee, to reserve other Accommodation within the Network. If a Member wishes to reserve a different week at the resort at which it purchased its Use Rights ("Home Resort") he/she must do so from 12 months up to 11 months before the start date of the Use Rights, and a week at the Home Resort group of resorts (where applicable) from 11 up to 10 months before the start date of Use Rights. Any other week (i.e. at any resort other than at Home Resort or Home Resort group of resorts) can be reserved from 10 months up to 2 days before the start date of that week, subject to availability. All reservations are subject to transaction fees.

Other than during the priority reservation periods referred to above in respect of the Home Week and the Home Resort, Members may be entitled to reserve Accommodation for more or less than a full week.

The initial allocation of RCI Points to a Member is established when a person becomes a Member of the Network and deposits Use Rights into the Network, and the Member shall be allocated the same number of RCI Points in relation to those particular Use Rights on an annual basis. If an allocation of RCI Points are not used in one Use Year they will be automatically saved for one more additional Use Year only and added to the next year's allocation of RCI Points, and a fee may be applicable. If not used in the next year they will automatically expire. Members may be able to extend the useful life of their RCI Points by one further Use Year, subject to availability of this service and the payment of a fee, as set out below.

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 Agreement.

Date on which the consumer may start to exercise the contractual right:

Membership commences on the day of the month upon which a) the Network Administrator has received, processed and accepted the Agreement signed both by the consumer and by the Network Administrator and b) the Network Administrator is in receipt of the applicable individual membership fee.

Price to be paid by the consumer for the exchange membership fees. Outline of additional obligatory costs imposed under the Agreement; type of costs and indication of amounts (e.g. renewal fees, other recurrent fees, special levies, local taxes):

	Fees
Membership Renewal Fees	€150
Membership Renewal Fees – Direct Debit	Not applicable
Reservation Fee - From	€48
Reservation Fee - To	€468
Guest Certificate Fee	€70
Saving Fee	€49
Transfer Fee	€86
Extension Fee - From	€43
Extension Fee - To	€84

Individual Membership Fees

Where membership of the Network and RCI Platinum is contracted at the same time as the purchase of a timeshare from a timeshare trader, the initial membership fee for participation in the Network and RCI Platinum is usually paid to the Network Administrator by the timeshare trader.

Where membership of the Network is contracted outside of the context of a shared ownership purchase from a shared ownership trader, the up to date membership fees (to be paid by consumers to RCI) are available on www.rci.com. The applicable fee will be set out in the Agreement and the Member can decide whether or not to proceed on that basis.

Until membership of the Network is terminated by the Member, or otherwise, membership fees are payable on an annual basis. Fees are reviewed by RCI from time to time and may change.

In the event that membership fees are not paid within 30 days of invoice, interest and late fees may be charged by RCI, at the rates published by RCI from time to time.

Reservation Fee

A reservation fee is payable when reserving Accommodation and, where relevant, partner products. Current reservation fees can be viewed on www.rci.com. If a Member cancels a reservation there will be no refund of the reservation fee and the Member will lose a percentage of RCI Points depending on how many days prior to the check-in date the cancellation is made. Details of the cancellation policy are set out in the Network Rules.

Rental Fee

The rental rate for RCI Points shall be determined by RCI and may change from time to time.

Saving fee

Subject to the Network Rules, if a Member has not used any of the RCI Points allocated to him in the current Use Year these RCI Points will be automatically saved to the subsequent Use Year for purposes of making a reservation in that subsequent Use Year, and a fee will be automatically applied. The fee for saving RCI Points shall be determined by RCI and may change from time to time. If a Member has used some, but not all, of the RCI Points allocated to him in the current Use Year, the unused RCI Points will be automatically saved to the subsequent Use Year for the purposes of making a reservation in that subsequent Use Year and no fee will be applied in this instance.

Extension fee

Members who wish to request a Points extension to extend the useful life of their RCI Points in accordance with the Terms of Membership will be charged a fee.

Guest certificate fee

A reservation confirmation may be given by a Member to another person by way of a Guest Certificate, upon payment of the relevant fee.

Transfer Fee

A Member may transfer his or her RCI Points to another Member for use in the transferee Members Use Year.

A summary of key services available to the consumer:

RCI Points: The Network Administrator manages and administers the Network and provides a central reservations service to Members. Members who participate in the Network must cede their Use Rights into the Network and are allocated equivalent RCI Points. The Member then may choose to reserve his/her own Use Rights or Home Week, and if so, this must be done from 13 months up to 12 months before the start date of the Use Rights. If the Home Week is reserved, the amount of the Member's RCI Points which relate to the Home Week are deducted from his/her account. If the Home Week is not reserved within this timeframe, then the Member may use his/her RCI Points, subject to the relevant Network Rules and payment of a reservation fee, to reserve Accommodations at Affiliated Resorts, as explained in more detail above.

Subject to availability, a Member may be permitted to use his/her RCI Points for travel, leisure, or other products as made available by the Network Administrator from time to time on behalf of certain third party partners, subject to the partner's terms and conditions.

Members may also allow a friend or relative to have access to Accommodation within the Network by purchasing a guest certificate from the Network Administrator.

The Network Administrator may, in its discretion, allow 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 Agreement.

Subject to the Network Rules, if a Member has not used any of the RCI Points allocated to him in the current Use Year these RCI Points will be automatically saved to the subsequent Use Year for purposes of making a reservation in that subsequent Use Year, and a fee will be automatically applied. If only a portion of RCI Points for any Use Year are unused, no fee will be charged to save these unused points.

The Network Administrator may, in its discretion, allow Members to extend the useful life of their RCI Points by one year upon payment of a fee.

The Network Administrator may, in its discretion, offer Members the opportunity to rent RCI Points for use in a particular Use Year. Rented RCI Points may only be used in the current Use Year.

Further details relating to the rules and restrictions related to borrowing, saving and transferring RCI Points are set out in the Network Rules.

RCI Platinum: members of the Network can upgrade to RCI Platinum, which is a contract ancillary to membership of the Network, and which, subject to the payment of an additional fee, gives Members access to additional benefits and services. These benefits and services vary from time to time and by country of residence, but can include unit upgrades, member rewards on certain transactions, priority access and discounts on third party products and services. Certain RCI Platinum benefits are offered by third parties and some are only available online.

Are they included in the costs indicated above?

Individual fees are outlined above. As set out above, a reservation fee will be payable by Members for each reservation requested. Additional services such as saving, renting, extending or transferring RCI Points will incur separate fees, as set out above. Affiliated Resorts may charge Members for the use of certain services or facilities. These will vary depending upon the Affiliated Resort chosen. Members may wish to make their own enquiries of the relevant Affiliated Resort in this regard.

The cession of Use Rights into the Network, and availability of RCI Points does not relieve a Member from his or her obligation to pay maintenance fees,

assessments, taxes or other similar charges or fees relating to his or her Use Rights. Such maintenance fees are determined by the applicable Home Resort or Home Resort group of resorts and are payable directly by the Member to the relevant resort. Network privileges may be suspended if a Member does not pay any charges that he/she owes.

If not, specify what is included and what has to be paid for (type of costs and indication of amounts; e.g. an estimate of the price to be paid for individual exchange transactions, including any additional charges):

Details of the costs and charges payable by Members are set out above.

Some facilities and services at Affiliated Resorts are made available on a 'pay to use' basis. Some jurisdictions have imposed a tax on the occupant of the resort accommodation or impose special charges or user fees. Additionally, some resorts impose charges for the use of electricity, other utilities and other services. RCI endeavours to advise member of the existence of any such charges prior to confirming an reservation request. See Section 3 (Information on Costs) for further information.

Has the trader signed a code/codes of conduct and, if yes, where can it/they be found?

The Network Administrator adheres to the Resort Development Organisation's Code of Ethics. The Code of Ethics is posted on the Members section of www.rdo.org

Part 2

General Information:

The consumer has the right to withdraw from this Agreement without giving any reason within 14 days from the conclusion of the Agreement or receipt of the Agreement if that takes place later. In cases where the exchange Agreement is offered together with and at the same time as the Shared Ownership Agreement, only a single withdrawal period shall apply to both Agreements.

During this withdrawal period, any advance payment by the consumer is prohibited. The prohibition concerns any consideration, including payment, provision of guarantees, reservation of money on accounts, explicit acknowledgement of debt etc. It includes not only payment to the trader, but also to third parties.

The consumer shall not bear any costs or obligations other than those specified in the Agreement.

In accordance with international private law, the Agreement may be governed by the law other than the law of the Member State in which the consumer is resident or is habitually domiciled and possible disputes may be referred to courts other than those of the Member State in which the consumer is resident or habitually domiciled.

Signature of the consumer

Part 3

1. INFORMATION ABOUT THE RIGHTS ACQUIRED

See Part 1, above “Exact Nature and Content of the Right(s)”

The Network is a multi-destination holiday network with Accommodation in a number of Affiliated Resorts. The size of the Network will grow as more Members join and more Accommodation is introduced from existing and new Affiliated Resorts.

As of January 2026, the Network (either through itself or through its group companies or associated exchange programmes) has access to approximately 3,600 resorts in over 100 countries and services (either by itself or with its group companies or associated exchange programmes) and approximately 3.5 million Members.

All Accommodation in the Network is 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 Accommodation at the Affiliated Resort, Accommodation type, seasonality RCI comment card scores 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.

All requested reservations are subject to availability. In particular, the Network Administrator’s ability to confirm a reservation is dependent on the availability of Use Rights deposited by Members. Therefore it is advisable to make a reservation request as early as possible. Please see Part 1 (“Exact period within which the right which is the subject of the Agreement may be exercised and, if necessary its duration”) above for details of when certain types of reservations must be made. Accommodation at peak periods is not always available through the Network and Members need the requisite number of RCI Points in order to be able to reserve their desired Accommodation or other services/products which may be available via third party partners. Blackout dates may apply with respect to some products/services provided via third party partners. By way of an example, below is the average number of points required to reserve certain inventory for each week of the year . These points values are set out to give a general indication of reservations available and it should not be construed as a representation or guarantee to satisfy a future reservation request and the Network Administrator reserves the right to change points’ values without notice.

Points values are set out below to give a general indication of Points values by specific regions. This information should not be construed as a representation or guarantee to satisfy a future Points exchange request.

Region	Unit size	Week	Points
Spain Canaries	1 bed, 1 bathroom, 04/02, full kitchen	1-5	28,000
		6-7	32,500
		8-9	28,000
		10-16	32,500
		17-26	23,500
		27-28	44,500
		29-34	46,500
		35	42,000
		36	37,500
		37-38	32,500
		39-40	28,000
		41-42	32,500
		43-49	28,000
		50	19,000
		51-52	46,500

Region	Unit size	Week	Points
Portugal Algarve	Studio 04/02, partial kitchen	1-5	11,000
		6-7	14,500
		8-9	11,000
		10-11	14,500
		12-19	18,000
		20-21	21,500
		22-24	25,000
		25-26	28,500
		27-28	34,000
		29-34	36,000
		35	32,500
		36	28,500
		37-38	25,000
		39-40	21,500
		41-42	25,000
		43-45	14,500
		46-50	11,000
		51-52	21,500

Region	Unit size	Week	Points
England South	2 bed, 1 bathroom, 06/06, full kitchen	1-5	25,000
		6-9	33,500
		10-16	42,000
		17-19	50,500
		20	59,000
		21	67,500
		22-24	59,000
		25-26	67,500
		27-28	80,000
		29-34	84,000
		35	76,000
		36	67,500
		37-38	59,000
		39-40	50,500
		41-42	59,000
		43-45	42,000
		46-47	33,500
		48-50	25,000
		51-52	76,000

2. INFORMATION ON THE PROPERTIES

The properties which participate in the Network are featured and described on www.rci.com.

Further information may be obtained from Membership Services, RCI Europe, The Business Exchange, Rockingham Road, Kettering, Northants NN16 8JX, United Kingdom. E-mail: customerservices@europe.rci.com Telephone: 0345 60 86 380.

3. INFORMATION ON THE COSTS

Details of the applicable reservation fees are set out above.

The Network Administrator endeavours to provide details before a reservation is arranged and in respect of each proposed reservation, of any additional mandatory charges for which the Member is liable in respect of the reservation and which may be levied by the Affiliated Resort to which the Member is reserving Accommodation.

The Network Administrator is reliant on shared ownership traders at Affiliated Resorts for up to date information on any charges which are to be levied by the resort and cannot be held liable to Members for any inaccurate or misleading information provided by any Affiliated Resort.

4. INFORMATION ON THE TERMINATION OF THE AGREEMENT

During the withdrawal period (as detailed in Part 2 of this document) the Member may withdraw from the Agreement for any reason, without penalty. If the Agreement has been offered to the Member at the same time as a shared ownership contract (under which the Member obtained his/her Use Rights) withdrawal by the Member from such shared ownership contract during the withdrawal period will automatically terminate the exchange contract, again without penalty. If the exchange contract is terminated during the withdrawal period, any related credit agreement will automatically be terminated at no cost to the Member.

A Member may not withdraw from the Network until either the expiration of all the Member's outstanding Agreements or the valid surrender of Use Rights ceded in the Network. 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 Member's Use Rights have been allocated to any third party, or where there are any outstanding fees owed.

Members are expected to adhere to all rules and regulations of the resorts into which they have been issued a reservation confirmation as well as with the Network Rules. Violation of such rules or of the Network Rules may result in loss of occupancy rights at the resort in respect of which the individual Member has been issued a confirmation and/or the termination of individual Membership without further obligation by the Network Administrator. Membership in the Network Administrator may be used only for personal and non-commercial purposes. Any other use of Membership benefits may result in the suspension or termination of an individual Member's privileges.

If the Affiliated Resort does not fulfil its contractual obligations to the Network Administrator or if the resort affiliation agreement ends for any reason, the resort may lose its Affiliated Resort status and the Network Administrator may terminate the rights of Members who have Use Rights at that resort.

5. ADDITIONAL INFORMATION

Indication of the language(s) available for communication with the trader in relation to the Agreement, for instance in relation to the handling of queries and complaints.

Members of the Network can be serviced in English, Spanish, French, Italian, Finnish, Dutch, German, Swedish, Danish, Greek, Norwegian, Portuguese, Hungarian, Russian, Romanian, Polish, and Czech.

www.rci.com is available in English, French, German, Spanish, Italian and Finnish in respect of the RCI Points Network Exchange Programme.

Where applicable, the possibility for out of court dispute resolution.

The Network Administrator is a subsidiary of RCI Europe, which is a full Member of the Resort Development Organization (RDO) and as such, it is subject to its Code of Ethics. The Code is accompanied by an Alternative Dispute Resolution Scheme (ADR) which allows consumers to have a cost effective alternative form of redress.

The Network Administrator's consumer services department continues to resolve complaints but in the rare event of non-resolution, complaints may be referred to RDO and, if necessary, brought into the ADR procedure.

RDO may be contacted at RDO, 4th Floor, 3 More London Riverside, London, SE1 2AQ
phone number +44(0) 1624 653153 E-mail: info@rdo.org Website: (or see www.rdo.org)

Schedule 3

Separate Standard Withdrawal Form to facilitate the Right of Withdrawal from the Exchange Contract

Right of Withdrawal

The consumer has the right to withdraw from this contract within 14 days without giving any reason.

The right of withdrawal starts from.....(to be filled in by the trader before providing the form to the consumer).

Where the consumer has not received this form, the withdrawal period starts when the consumer has received this form, but expires in any case after one year and 14 days.

Where the consumer has not received all the required information, the withdrawal period starts when the consumer has received that information, but expires in any case after three months and 14 days.

To exercise the right of withdrawal, the consumer shall notify the trader using the name and address indicated below by using a durable medium (e.g. written letter sent by post, e-mail). The consumer may use this form, but it is not obligatory.

Where the consumer exercises the right of withdrawal, the consumer shall not be liable for any costs.

In addition to the right of withdrawal, national contract law rules may provide for consumer rights, e.g. to terminate the contract in case of omission of information.

Ban on Advance Payment

During the withdrawal period any advance payment by the consumer is prohibited. The prohibition concerns any consideration, including payment, provision of guarantees, reservation of money on accounts, explicit acknowledgement of debt, etc.

It includes not only payment to the trader, but also to third parties.



Notice of Withdrawal from the Exchange Contract

- To (Name and address of the trader): RCI Europe, The Business Exchange, Rockingham Road, Kettering, Northants NN16 8JX, United Kingdom

- I/We (**) hereby give notice that I/We (**) withdraw from the contract,

- Date of conclusion of contract (*):

- Name(s) of consumer(s) (***):

- Address(es) of consumer(s) (***):

- Signature(s) of consumer(s) (only if this form is notified on paper) (***):

- Date (***):

Resort Name: _____

Developer Name: _____

Date of Sale: _____

(*) To be filled in by the trader before providing the form to the consumer.

(**) Delete as appropriate.

(***) To be filled in by the consumer(s) where this form is used to withdraw from the contract.

Acknowledgement of receipt of information:

Signature of the consumer: _____

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 and RCI Points Partner Inventory.
- (t) **Network Administrator** means RCI Europe, 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 or RCI Points Partner Inventory by means of the Reservation System.
- (w) **RCI Points Partner Inventory** means benefits, other than Accommodation at an Affiliated Resort, which the Network Administrator may make available to Members.
- (x) **Participation Agreement** means the form or forms prescribed by the Network Administrator for the enrolment of Members in the Network.
- (y) **RCI Points** mean the Reservation value allocated by the Network Administrator from time to time to Accommodation and RCI Points Partner Inventory, as well as the Reservation rights allocated by the Network Administrator from time to time to Members.
- (z) **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.
- (aa) **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.
- (bb) **Reservation** means a right of a Member for a particular Network Internal Use.
- (cc) **Reservation System** means the method, means or system as provided for in the Network Documents pursuant to which Members may obtain a Reservation.
- (dd) **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.
- (ee) **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.
- (ff) **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.
- (gg) **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 and RCI Points Partner Inventory.

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 and RCI Points Partner Inventory 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 and RCI Points Partner Inventory from time to time, which may lead to an increase or decrease in the assigned RCI Points value for that Accommodation or RCI Points Partner Inventory.

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 and RCI Points Partner Inventory 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 or RCI Points Partner Inventory 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 or RCI Points Partner Inventory 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 AND RCI POINTS PARTNER INVENTORY 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 OR RCI POINTS PARTNER INVENTORY. BLACKOUT DATES MAY APPLY AT SOME RESORTS AND WITH RESPECT TO SOME RCI POINTS PARTNER INVENTORY. THE NETWORK ADMINISTRATOR CANNOT ENSURE THE AVAILABILITY OF A RESERVATION OF ANY SPECIFIC ACCOMMODATION OR RCI POINTS PARTNER INVENTORY 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 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
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 or RCI Points Partner Inventory otherwise obtained by the Network Administrator and (ii) the Member having a sufficient number of RCI Points to obtain the desired Accommodation or RCI Points Partner Inventory. To make a Reservation through the Network, a Member must have the necessary RCI Points to reserve the desired Accommodation or obtain the RCI Points Partner Inventory. 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 or RCI Points Partner Inventory 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 or RCI Points Partner Inventory 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) **RCI Points Partner Inventory.** If a Member or guest cancels a Reservation of RCI Points Partner Inventory, the time period between the date of cancellation and the start date of the RCI Points Partner Inventory will determine the number of RCI Points refunded to the Member (if any) in accordance with the cancellation policy applied by the relevant RCI Points Partner. If the RCI Points Partner Inventory consists of a certificate received by the Member from the RCI Points Partner, the Member may only cancel that certificate in accordance with the terms of the certificate, and the Member will not receive a refund of RCI Points.
- (c) **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 and of RCI Points Partner Inventory 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. RCI POINTS PARTNER INVENTORY

The Network Administrator may offer RCI Points Partner Inventory. The Network Administrator shall not be required to make RCI Points Partner Inventory available, but may do so in its discretion. Members of the Network may have the option to use their RCI Points to book certain travel products or services supplied by third parties as may be made available by the Network Administrator. Each of these Transactions may require a combination of fees paid and RCI Points used.

The Network Administrator will give Members details of how to contact it in relation to the services it provides. These contact details may change from time to time. The Network Administrator will determine at its sole discretion the contact details and locations from which it provides services to Members and the medium in which it will communicate with members in relation to its services (e.g. email, telephone etc.). It is likely (although not certain) that Members will be serviced from locations in the overall regions in which they are resident (for example a Member resident in France is likely to be serviced from a location in Europe however, the Network Administrator cannot commit that it will be able to service Members, whether online or otherwise, in any specific language). Prices, products, services and benefits may vary depending on where the Member lives.

18. 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 and with respect to RCI Points Partner Inventory (e.g., occupancy limitations, baggage limitations). Applicable occupancy limitations shall be observed by each Member and guest.
- (d) **Separation of Network, Accommodation and RCI Points Partner Inventory.** The Network, the Affiliated Resorts and the providers of RCI Points Partner Inventory 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 and RCI Points Partner Inventory provider. While the Network Administrator (or another company in its group) may have entered into an Affiliation Agreement with a Home Resort or Home Group or an agreement with a RCI Points Partner Inventory provider, the Network Administrator does not have the ability to control the operations of the Home Resort or Home Group or the RCI Points Partner. Thus, the Network Administrator cannot be responsible or liable for the actions or omissions of Affiliated Resorts or of RCI Points Partner Inventory providers.
- (e) **Information on Affiliated Resorts and RCI Points Partner Inventory.** Information about Affiliated Resorts and RCI Points Partner Inventory provided by the Network is based on information obtained from Affiliated Resorts and RCI Points Partner Inventory providers. 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 or RCI Points Partner Inventory.
- (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 and RCI Points Partner Inventory, 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 agreement between the RCI Points Partner Inventory provider and the Network either expires or is terminated; or
 - (vi) 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 or RCI Points Partner Inventory. 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.

19. 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.

20. 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.

21. 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.

22. 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 or other payment made for or in connection with that Reservation.

23. RIGHTS OF NETWORK ADMINISTRATOR

The Network Administrator may waive the application of any requirement, including Transaction fees, otherwise existing in the Network Documents. When a Member uses his RCI Points to make a Reservation of RCI Points Partner Inventory, those RCI Points are assigned to the Network Administrator for its use in promoting and operating the Network. The Network Administrator may use those RCI Points to make a Reservation of Accommodation, to make those RCI Points available for Associate Members, or to otherwise use or dispose of those RCI Points in its sole discretion. 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.

24. 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 Members' ability to access RCI Points Partner Inventory, restricting the timing or amount of RCI Points that may be saved, borrowed, transferred or rented, and adjusting the RCI Points value of Accommodation and of RCI Points Partner Inventory.

25. 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. An amendment to any Network Documents will be effective on publication or mailing.

26. 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.

27. 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.

28. 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.

29. 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 (or notified to Members by letter or e-mail) and will be effective once so published or notified.

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.

1. 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, or through the call centre.
- 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 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:
Extra Vacations getaways (Extra Holidays) - €24
Guest Certificates - €70
Combined Deposits (Weeks Members only) - €18
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 within 120 days after the check-out date, unless the transaction is not associated with a confirmation, in which case the credit will be applied within 1 month, and 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.

CESSION AUTHORISATION

Dear (*Resort name*)

I/we the undersigned wish to cede the following week(s) of ownership into the RCI Points Network.

Unit Number..... Unit Size..... Week Number(s).....

Unit Number..... Unit Size..... Week Number(s).....

Unit Number..... Unit Size..... Week Number(s).....

Unit Number..... Unit Size..... Week Number(s).....

Unit Number..... Unit Size..... Week Number(s).....

I/we understand that the continued payment of maintenance fees on my/our week(s) will be my/our responsibility and will provide proof of payment if so requested.

I/we confirm that this/these week(s) may be used by RCI Europe in accordance with the Rules of the RCI Points Network.

I/we confirm that these week(s) have not been deposited with an exchange company or any third party other than RCI Europe and are free to be ceded without restriction into the RCI Points Network.

In order for the enrolment to the RCI Points Network to be processed quickly, please provide RCI with verification of the above ownership and confirmation that all maintenance dues have been paid to date, by return.

I/we trust that this information will be provided forthwith.

Yours sincerely,

Print Name(s)

Address

.....

.....

.....

Signature