



# RCI HOLIDAY PROTECTOR

## HOLIDAY PROTECTOR TERMS AND CONDITIONS

### 1. INTRODUCTION

- 1.1. These terms and conditions set out the legally binding contract between Vacation Exchanges International (Proprietary) Limited (trading as RCI Africa), Registration Number 1990/005818/07, VAT Number 4890120621, a private company duly registered in accordance with the laws of the Republic of South Africa (“RCI” or “We”) and each Member who purchases Holiday Protector (“You” or “Member”).
- 1.2. By purchasing Holiday Protector, a Member is bound by and agrees to the terms and conditions set out below.

### 2. DEFINITIONS

- 2.1. The Terms defined in the RCI membership or The Registry Collection® membership terms and conditions shall so far as the context allows, have the same meaning in this document except those defined below.
- 2.2. For the purpose of this document the following definitions apply:
  - 2.2.1. **Area:** Includes Republic of South Africa, Botswana, Mozambique, Mauritius, Kenya, Zimbabwe, Namibia, Swaziland and Lesotho
  - 2.2.2. **Holiday Protector:** A product which can be purchased by a Member and which allows the Member to book an RCI Replacement Holiday in the event they cancel their Original RCI Holiday subject to the terms and conditions set out in this document.
  - 2.2.3. **International Original RCI Holiday:** A booking made by a Member and confirmed by RCI into a property located outside of the Area.
  - 2.2.4. **Local Original RCI Holiday:** A booking made by a Member and confirmed by RCI into a property within the Area.
  - 2.2.5. **Member:** An RCI Member or a The Registry Collection® Member.
  - 2.2.6. **Original RCI Holiday:** An RCI vacation exchange, a The Registry Collection® vacation exchange or a Bonus Break® Holiday. For clarity, this “Original RCI Holiday” definition shall also include any RCI Replacement Holiday where Member purchases Holiday Protector.
  - 2.2.7. **RCI Replacement Holiday:** A replacement holiday provided to the Member by RCI in accordance with the terms of Holiday Protector.

### 3. CONDITIONS OF HOLIDAY PROTECTOR

- 3.1. Purchase Method: You can purchase Holiday Protector either online through RCI.co.za or by calling the RCI contact centre.
- 3.2. Time Limit to Purchase Holiday Protector: Holiday Protector may be purchased by a Member only:
  - 3.2.1. up to five (5) working days after the Member books an Original RCI Holiday; and **either**
  - 3.2.2. in the case of a Local Original RCI Holiday, no less than five (5) working days before check-in date; **or**
  - 3.2.3. in the case of an International Original RCI Holiday, no less than seven (7) working days before check-in date.
- 3.3. Payment for Holiday Protector: You can purchase Holiday Protector on payment of the prescribed fee as charged by RCI from time to time.
- 3.4. Valid Membership Required: You must be a valid Member at the time you purchase Holiday Protector.
- 3.5. Eligible Bookings for Holiday Protector: Your Original RCI Holiday being replaced must have been booked directly with RCI or by an authorised RCI affiliate where RCI collected the booking fee directly from You. These benefits of Holiday Protector only apply to the following booking types:



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- 3.5.1. For RCI members, the following booking types are eligible:
  - (a) RCI Holiday Exchange; and
  - (b) Bonus Break® Holiday booking;
- 3.5.2. For Registry Collection® members, the following booking types are eligible:
  - (a) The Registry Collection® Holiday Exchange at The Registry Collection® resorts;
  - (b) Bonus Break Holidays at The Registry Collection® resorts; and
  - (c) The Registry Collection® Holiday Exchange or Bonus Break Holidays at RCI resorts.
- 3.6. Maximum Number of Holiday Protectors: A total maximum of three (3) Local Original RCI Holiday bookings or International Original RCI Holiday bookings per RCI Member for the same check-in date are eligible for Holiday Protector.
- 3.7. Cancellation of Holiday Protector: You may cancel Holiday Protector and receive a full refund of the fee You paid for Holiday Protector if You cancel within five (5) working days from the date You purchased Holiday Protector. You will only be entitled to one cancellation and refund request per original transaction, within a five (5) working day period.
- 3.8. Protection Subject to Prior Payment for Holiday Protector: Any Holiday Protector fee that may be due to You as a refund is subject to RCI receiving payment of the relevant Holiday Protector fee into RCI's bank account and subject to any banking confirmation and/or administration refund process. Holiday Protector fee refunds will only be made to You by RCI after the date of receipt by RCI from You of the applicable Holiday Protector fee payable at the time You purchased Holiday Protector. The refund may take up to fifteen (15) working days to reflect in your account.
- 4. RCI REPLACEMENT HOLIDAY**
  - 4.1. Protection Scope: Subject to these terms and conditions and the purchase by You of Holiday Protector, in the event:
    - 4.1.1. You cancel your Local Original RCI Holiday up to 72 hours prior to check-in date of that Local Original RCI Holiday for any reason; or
    - 4.1.2. You cancel your International Original RCI Holiday up to seven (7) days prior to check-in date of that International Original RCI Holiday for any reason,

We will provide You with an RCI Replacement Holiday.
  - 4.2. No Refund on Original RCI Holiday Fees: Should You cancel your Original RCI Holiday, You will not be entitled to a refund of any fees paid in connection with that Original RCI Holiday (including Holiday Protector fees), whether for money or money's worth.
  - 4.3. Re-booking Window: Your RCI Replacement Holiday must be booked within 12 (twelve) months of the cancellation date of your Original RCI Holiday.
  - 4.4. RCI Replacement Holiday Subject to Availability: Subject to availability and at RCI's sole discretion, RCI will endeavour, but not be obliged, to give You an RCI Replacement Holiday of similar standard, location, duration and season. RCI does not guarantee a like-for-like replacement when booking an RCI Replacement Holiday.
  - 4.5. Additional Term for Bonus Break® Bookings: Where the Original RCI Holiday is a Bonus Break® booking, the RCI Replacement Holiday offered by RCI shall be based on the resort rating, season and unit size of the Original RCI Holiday.
  - 4.6. Additional Term for The Registry Collection® Bookings: Where the Original RCI Holiday is a The Registry Collection® Holiday Exchange, the RCI Replacement Holiday offered by RCI shall be at a The Registry Collection® resort of similar standard, location and season as the Original RCI Holiday.
  - 4.7. Re-booking Terms for RCI Replacement Holiday



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- 4.7.1. No Additional Booking Fee: You will not be charged an additional holiday booking fee for the RCI Replacement Holiday.
- 4.7.2. Application of Original Trading Points: In case of RCI Holiday Exchange, Your RCI trading points used for the Original RCI Holiday booking will be used for the RCI Replacement Holiday, to the extent they have been used for the Original RCI Holiday being replaced.
- 4.7.3. Top-Up of Trading Points (If Applicable): If the RCI Replacement Holiday has a higher trading points value than the Original RCI Holiday, you may apply any valid trading points in your RCI account towards the RCI Replacement Holiday.
- 4.7.4. Return of Excess Trading Points (If Any): If the RCI Replacement Holiday has a lower trading points value than the Original RCI Holiday, then the balance of your trading points will be returned to your account with the same expiry date as the trading points used for the Original RCI Holiday booking. For clarity, in the event that the excess trading points to be returned to your account have expired, these expired trading points may not be applied towards a future RCI transaction.
- 4.7.5. Insufficient Points: In the event that the trading points that You used to book the Original RCI Holiday are insufficient to book a RCI Replacement Holiday, RCI may, but is not obliged to, in its sole discretion (a) return the trading points You used when booking the Original RCI Holiday to your RCI account and (b) refund the RCI exchange fees you paid at the time of booking the Original RCI Holiday. For clarity, the fees you paid for Holiday Protector will be considered an administrative charge paid to RCI to process your cancellation, and thereby forfeited by You to RCI.

## 5. EXCLUSIONS TO HOLIDAY PROTECTOR

- 5.1. Extra Holiday® Rental Ineligible for Holiday Protector: Holiday Protector Product cannot be applied to any Extra Holiday® Rental booking made by You with RCI or an authorised RCI affiliate.
- 5.2. RCI Replacement Holiday Forfeited After 12 Months: You will not be entitled to any RCI Replacement Holiday should You not have utilised your RCI Replacement Holiday within the stipulated 12 (twelve) months from the cancellation date of your Original RCI Holiday booking.
- 5.3. Exclusion of All Other RCI Fees: Holiday Protector cannot be used to protect any other payment relating to your RCI membership including, but not limited to, maintenance fees, network partner bookings and any travel and transport costs.
- 5.4. Not Insurance Product: Holiday Protector is not a travel insurance product and RCI strongly recommends that you have adequate travel insurance for any holiday booking you make with RCI.

## 6. GENERAL

- 6.1. Save where specifically varied by the terms of this Holiday Protector product, your terms of membership with RCI (including, where applicable the RCI membership or The Registry Collection® membership terms and conditions and our standard cancellation policy) continue to apply.
- 6.2. RCI reserves the right to alter or amend these terms or to withdraw Holiday Protector at any time.