



## Terms and Conditions of RCI Subscribing Membership ("Terms and Conditions")

These Terms and Conditions and the Enrolment Application, as amended from time to time, (collectively, the "**Program Documents**") govern membership in the RCI Exchange Program (the "**Program**") and set out the legally binding contract between Vacation Exchanges International (Pty) Ltd, Wanderers Office Park, BDO Building, 52 Corlett Drive, Illovo, South Africa, 2196 ("**We**" or "**RCI**") and Member. RCI operates the Program. (Kindly note: This address is for administrative purposes only. Walk-in services are no longer available).

### 1. Definitions. The following definitions apply:

- 1.1. "**Corporate Participant**" refers to a Member whose Enrolment Fee and Annual Membership Fee is paid to RCI by an entity or organisation with which RCI has a contractual agreement to offer the Program.
- 1.2. "**Deposit**" when used as a noun means a unit of Vacation Time whose use rights have been relinquished to RCI for use by RCI as described in the Terms and Conditions.
- 1.3. "**Deposit**" when used as a verb, regardless of the form or tense of the verb, means the act of Depositing or assigning Vacation Time into the RCI Exchange system, by or on behalf of a Member.
- 1.4. "**Inventory**" means any Vacation Time, good, service, benefit, or movable or immovable property designed for separate occupancy or consumption, and includes any right to occupy an apartment, condominium or cooperative unit, cabin, lodge, hotel or motel room, campground or other private or commercial structure.
- 1.5. "**RCI Business Day**" shall be deemed to be regular business hours of operation for RCI's South Africa call centre.
- 1.6. "**Vacation Time**" is the legal right to own, occupy or use, for a period of time, vacation accommodations at a resort.
- 1.7. "**Member**" or "**Vacation Owner**" refers to an owner of Vacation Time who has been accepted for enrolment in the Program.

### 2. Membership.

- 2.1. In accordance with the Program Documents, RCI offers its Members access to printed or electronic publications, RCI's website at [www.rci.co.za](http://www.rci.co.za), an exchange service for their Deposited Vacation Time, and other travel and leisure benefits (collectively, the "**Program Benefits**").
- 2.2. An initial RCI membership begins with RCI's receipt and acceptance of an Enrolment Application and the applicable fee ("**Enrolment Fee**"). Some exceptions may apply such as in the case of a Corporate Participant. RCI reserves the right to refuse any Enrolment Application and Enrolment Fee.
- 2.3. RCI shall be entitled to treat that named individual on the Enrolment Application as the Member for all purposes. No more than two co-owners of a single Vacation Time may apply for a single Membership. RCI may honor instructions from any person listed in RCI's records as a co-owner of Vacation Time and, in the event of conflicting instructions, RCI may refuse to honor any later instruction received. RCI shall be permitted to take instructions from and disclose membership information to either co-owner.
- 2.4. The Program may not be used by a Member or guest for commercial purposes, including without limitation, auction, rental or sale of a Confirmed Exchange, Deposited Vacation Time, and/or Guest Certificate. Such use is grounds for immediate termination of Member's membership and cancellation of any reservations, exchanges, or other Program Benefits.
- 2.5. Premium Membership Options. From time to time RCI may offer additional benefits for an additional fee to Members who enroll in premium membership tiers. Such benefits may include but are not limited to discounts on last minute unit upgrades, advance access to unique acquired Inventory, waiver of savings or certain fees, and rebates and discounts on other products and services. Fees and availability of such benefits shall be determined by RCI and may change from time to time. RCI may discontinue offering or administering any premium membership options beyond their initial term. Benefits may be offered on a first-come, first-served basis. RCI, at its sole discretion, may suspend or otherwise limit any premium membership options at any time. Such premium membership options

- will be subject to additional terms and conditions. Black-out dates and other restrictions may apply. Premium membership transactions may require a combination of fees, cash paid and Vacation Time use, and may be subject to applicable taxes.
- 2.6. Some products and services may be provided by third parties and may be subject to separate terms and conditions of such third parties. RCI does not warrant and is not liable for the availability, value or safety of any such third party benefits. For complete and additional terms and conditions of such premium membership options, if available, please refer to [www.rci.co.za](http://www.rci.co.za).
  - 2.7. Membership Fee for the following calendar year are payable prior to the date on which the current membership period expires. RCI may, from time to time and for a period no more than two (2) years after the termination of Member's RCI membership, communicate with Member that:
    - 2.7.1 Member's RCI membership will expire or has expired on a stipulated expiry date;
    - 2.7.2 Any changes that would apply to Member's membership if it is renewed for a further period;  
or
    - 2.7.3 Member's right to allow RCI membership to terminate on the expiry date or agree to a renewal for a further fixed period.

### **3. RCI Inventory.**

- 3.1. RCI obtains Inventory from Members, as well as from Affiliated Resorts and other Inventory providers. Where RCI obtains Inventory from a source other than Members, a Member may be required to comply with additional terms, conditions, fees and any applicable taxes in order to use that Inventory.

### **4. Affiliated Resorts.**

- 4.1. From time to time, RCI authorises certain resorts, vacation clubs, and other legal entities ("Affiliated Resorts") to provide copies of the Program Documents to purchasers of Vacation Time at or through an Affiliated Resort, so that any such purchasers can consider whether to become a Member of the Program. RCI is a separate and distinct entity from Affiliated Resorts, developers, marketers, managers, sellers of Vacation Time, or Inventory providers used in the Program. Affiliated Resorts are subject to resort affiliation agreements, and are not permitted to make any representations about RCI or the Program that are different from the statements in the Program Documents. RCI makes no promise or representation (other than made in writing by RCI) about any Affiliated Resort or the management of Affiliated Resorts. Members must make their own enquiries and satisfy themselves on such matters.
- 4.2. RCI was not and will not be a party to any contract or agreement that Member may have entered into with a developer or Affiliated Resort for the purchase of a Vacation Time. The developer or Affiliated Resort is separate and distinct from RCI, and any contract that Member may have with a developer or Affiliated Resort is separate and distinct from Member's membership in the Program.
- 4.3. There are two types of Affiliated Resorts:
  - 4.3.1. A "Home Resort" is an Affiliated Resort at which a Member owns or is assigned Vacation Time to Deposit for the purpose of exchange. In some circumstances, RCI may deem a Home Resort to be part of a "Home Group" if the Home Resort is under common ownership or control with another Affiliated Resort.
  - 4.3.2. A "Host Resort" is an Affiliated Resort to which a Member travels on an Exchange Vacation.

### **5. Conditions of Participation.**

- 5.1. Once accepted as a Member, a Vacation Owner may participate in the Program if all of the following conditions are met:
  - 5.1.1. If the Member's Home Resort or Home Group is affiliated with the Program, it must be in full compliance with all terms of any applicable resort affiliation agreement, as determined by RCI. In addition, the Home Resort or Home Group must be operated in a commercially reasonable manner that will enable it to meet the expectations of RCI and its Members, as determined by RCI in its sole discretion.
  - 5.1.2. If the Member's Vacation Time is at a resort not affiliated with RCI (an "Unaffiliated Resort"), that Unaffiliated Resort must be operated in a commercially reasonable manner, and offer sufficient space, quality and amenities to meet the expectations of RCI and its Members, as determined by RCI in its sole discretion.
  - 5.1.3. The Member must be current in fulfilling all obligations to RCI.

- 5.1.4. The Member must be current in the payment of all expenses associated with the Member's Vacation Time, including the payment of maintenance fees, assessments, common expenses, recreational fees, promissory notes, mortgage payments or taxes ("Vacation Time Expenses"). If Vacation Time Expenses and specifically maintenance fees are not paid then a "maintenance fee block" will be placed on a Vacation Owner's RCI account until such time as the Home Resort, Home Group or Unaffiliated Resort provides RCI with written confirmation that all the Vacation Owner's obligations have been fulfilled. Member acknowledges that if the Member fails to pay Vacation Time Expenses, RCI may, in its sole discretion, pay some or all of the outstanding Vacation Time Expenses. In that case, the amount of Vacation Time Expenses paid by RCI shall be reimbursed in full by the Member.

## **6. Spacebank: Depositing Vacation Time.**

- 6.1. Members in compliance with these Terms and Conditions may Deposit Vacation Time into the Program during the time period from the end of the following calendar year to 30 days before the start date of the Deposited Vacation Time. RCI may, in its sole discretion, allow Member to Deposit Vacation Time less than 30 days before the start date of the Deposited Vacation Time. To receive the maximum Deposit Trading Power, Vacation Time should be Deposited at least 6 months prior to the start date of such Vacation Time. Vacation Time Deposited less than 6 months from the start date may receive a lower Deposit Trading Power. RCI may, at its sole discretion, accept a Deposit of Vacation Time less than 60 days before the start date of the Vacation Time, RCI generally considers requests for such Deposits only in areas where there is high demand for Inventory.
- 6.2. Only Vacation Time that is available for exchange may be Deposited. Vacation Time may be Deposited by, telephone or through RCI's website at [www.rci.co.za](http://www.rci.co.za). Members who wish to Deposit "floating" Vacation Time must obtain unit number and week assignments from their Home Resorts or Home Group before their Vacation Time can be Deposited.
- 6.3. In order to Deposit Vacation Time with RCI, the Vacation Owner must provide RCI with the following information: RCI member name and membership number, week number, resort ID number, unit number, and such other information as RCI requests.
- 6.4. Members who have properly Deposited available Vacation Time will receive an electronic Deposit acknowledgment.
- 6.5. By Depositing Vacation Time with RCI, each Member relinquishes all rights to use that Vacation Time to RCI.
- 6.6. Member agrees and acknowledges that any Deposited Vacation Time may be used by RCI for any commercially reasonable purpose, including but not limited to the satisfaction of Exchange Requests by Members, for inspection visits, promotions, rental, sale, marketing or for other purposes at RCI's sole discretion, including use in other exchange or accommodation programs. RCI may at any time, dispose of Vacation Time that is not the subject of an exchange confirmation sixty (60) days prior to the start date of that Vacation Time.

## **7. Obtaining and Confirming an Exchange.**

- 7.1. A Member may seek a Confirmed Exchange for Deposited Vacation Time in accordance with the following procedures:
- 7.1.1. Members may request access to Inventory at a specific resort, in a specific region, or for Program Benefits offered to Members and others through the Program (an "Exchange Request"). An Exchange Request is properly submitted when:
- (a) The Member has Deposited Vacation Time in the Program;
  - (b) The start and end dates of the Vacation Time requested by the Member fall within the unexpired period during which the Member's exchange privileges are current and in full force and effect;
  - (c) The Member provides RCI with at least four (4) or more unique and specific resort choices;
  - (d) The Member requests travel dates between 31 days and 24 months, depending on whether the Exchange request is for a local or International booking, after the date of the Exchange Request. The foregoing is subject to the resort timeshare calendar being available to Spacebank;
  - (e) The Member has made a Deposit of Vacation Time that is valid through to the end of the requested travel dates;

- (f) The Annual Membership Fee is paid through to the start date of the exchange;
  - (g) The Member has paid RCI an Exchange Fee, in the amount required by RCI from its Members and posted on the RCI website at [www.rci.co.za](http://www.rci.co.za); and
  - (h) The Member is in compliance with all other applicable Terms and Conditions.
- 7.1.2. A Member may make an Exchange Request in person, telephone or via the website.
- (a) Telephone: 011 258-1000
  - (b) Website: [www.rci.co.za](http://www.rci.co.za)
- 7.1.3. If RCI is able to confirm a properly submitted Exchange Request, the Member will receive an electronic Confirmation from RCI. A "Confirmation" is notice that accommodations have been reserved for use by the Member or a guest of the Member with the purchase of a required Guest Certificate (a "Confirmed Exchange"). Either the written or electronic confirmation or the confirmation number and details provided by RCI must be presented upon check-in.
- 7.1.4. A Confirmation is valid only when issued to Member in writing by or email from RCI or a party authorised by RCI. Upon receipt, the Member should review all the details in the Confirmation and notify RCI as soon as possible if any information in the Confirmation is incorrect. Subsequent changes to any aspect of Member's Confirmation may be treated as a cancellation.
- 7.1.5. If the Exchange Trading Power of a Confirmed Exchange is less than the Deposit Trading Power assigned to the Deposit used to effect the exchange, RCI will provide credits that can be used towards a future exchange ("Deposit Credits"), provided that such Deposit Credits will be null and void in the event of expiry or earlier termination of Member's RCI membership, subject to the Consumer Protection Act.
- 7.1.6. Under certain circumstances, Members with the applicable Deposit Trading Power who make an Exchange Request into their Home Resort or Home Group, may receive priority over other Members who do not own Vacation Time at that Home Resort or Home Group.
- 7.2. Points Bundle (if offered by RCI, in its sole and absolute discretion): If Member wishes to book an exchange that requires higher Exchange Trading Power value than the total Deposit Trading Power that Member possesses, RCI may, in its sole and absolute discretion, allow Member to pay a fee (prescribed by RCI from time to time) to RCI in order to deduct a maximum of 20% of the trading power value for the desired exchange booking. Provided as always that in order to utilise the benefits of Points Bundle, Member must (a) Deposit all Vacation Time available to Member at the time of making exchange booking, (b) use up all Deposit Trading Power that Member possesses, and (c) such desired exchange must be no more than sixty (60) days from the date of booking. To illustrate, if a desired exchange requires 10 Exchange Trading Power, and Member possesses 8 Deposit Trading Power, Points Bundle (if offered by RCI will allow Member to deduct 2 Exchange Trading Power from the desired exchange. However, if Member possesses 9 Deposit Trading Power, Points Bundle (if offered by RCI) will allow Member to deduct 1 Exchange Trading Power from the desired exchange (i.e. Member must use up their Deposit Trading Power).

## **8. Exchange System Priorities.**

- 8.1. "Deposit Trading Power" is the value assigned by RCI and assigned to a unit of Vacation Time upon Deposit of such Vacation Time. Deposit Trading Power may vary from Deposit to Deposit and from year to year (based on the criteria set out at Section 8.5 below).
- 8.2. RCI, at its sole discretion, may reevaluate the value assigned to a unit of Deposited Vacation Time. Upon such reevaluation if the value assigned to the unit of Deposited Vacation Time has increased the Deposit Trading Power of such unit may be adjusted accordingly.
- 8.3. "Exchange Trading Power" is the value required to obtain the use of a particular unit of available Vacation Time. Exchange Trading Power is subject to change based on system activity and the factors listed in Section 8.5 and may differ from the Deposit Trading Power of the Vacation Time.
- 8.4. In fulfilling an Exchange Request, RCI will compare the Deposit Trading Power to the Exchange Trading Power of the Vacation Time the Member would like to obtain. If the Exchange Trading Power is less than or equal to the Deposit Trading Power, then an exchange may occur, subject to terms of the Program Documents.
- 8.5. In deriving Deposit Trading Power and Exchange Trading Power RCI considers such factors as:
- 8.5.1. the demand, supply, classification, grouping, and utilisation of the Vacation Time, and the Affiliated Resort and geographic regions associated with the Vacation Time;
  - 8.5.2. the seasonal designation of the Vacation Time;

- 8.5.3. the size and type of the unit (i.e., number of bedrooms, kitchen type and maximum/private occupancy of the physical unit);
- 8.5.4. comment card scores that RCI compiles from comments submitted by Members who visit the Affiliated Resort;
- 8.5.5. the date of Deposit and the start date of the Deposited Vacation Time.
- 8.6. RCI may at its sole discretion enter into agreements with Affiliated Resorts to assign Deposit Trading Power to certain units of Vacation Time based on an assigned average Deposit Trading Power for such units.
- 8.7. In addition, Inventory is shared regionally to facilitate Member Exchanges. RCI may set aside Deposited Vacation Time to match regional Reservation requests and other anticipated demands.
- 8.8. RCI may enforce any restrictions on Exchanges required by Affiliated Resorts and/or Inventory providers that RCI, in its sole discretion, deems reasonable. Restrictions may include, but are not limited to, prohibiting Members or their guests from exchanging into the same resort more than once in a specified period, prohibiting exchanges from or to all or designated resorts located in the same geographic area or region as an Affiliated Resort, minimum age requirements or requirements for mandatory all-inclusive resorts and/or all-inclusive packages (as set out in Section 11.4 below).

## **9. Limitations on RCI's Ability to Fulfill Particular Exchange Requests.**

- 9.1. RCI's ability to confirm a specific Exchange Request depends upon such factors as but not limited to the Vacation Time Deposited by Members, restrictions imposed by Affiliated Resorts and other Inventory providers, exchange system priorities, promotional programs and the Deposit Trading Power of a Member's Vacation Time. RCI therefore cannot guarantee specific resort choices, travel dates, or types or sizes of accommodations. Neither RCI nor any Affiliated Resort personnel represent that specific resort choices, travel dates or types or sizes of accommodations can be guaranteed through the Program.
- 9.2. Members are encouraged to submit Exchange Requests as far as possible in advance of requested travel dates. Members are also encouraged to request seasons and unit occupancies that are the same or similar as the season and unit occupancy of their Deposited Vacation Time. If the requested travel dates, resort choices and/or designated number of bedrooms are not available, Members may be offered alternative choices based upon availability.

## **10. Fees Due to RCI.**

- 10.1. In consideration for the Program Benefits, each Member agrees to pay RCI fees in an amount determined by RCI. The payment of all fees due to RCI is a condition of renewal or reactivation of membership. RCI reserves the right to refuse to renew or reactivate any membership, at its sole discretion. All Program fees must be paid when due.
  - 10.1.1. Members must pay, or a developer or Affiliated Resort must pay on a Member's behalf, an annual subscription fee to RCI for membership in the Program ("Annual Membership Fee").
  - 10.1.2. Members may renew or extend their memberships by forwarding to RCI the applicable Annual Membership Fee in the amount posted on [www.rci.co.za](http://www.rci.co.za). Members may opt to enroll in a program to automatically renew their Membership Fee.
  - 10.1.3. During the Membership period, Members are responsible for payment to RCI of all other fees described in these Terms and Conditions, as well as any other applicable fees, in the amounts set by RCI for its Members and disclosed on its website at [www.rci.co.za](http://www.rci.co.za).
  - 10.1.4. RCI in its sole discretion may charge Members in their local currency and may further require payment in such local currency. Fees may vary from time to time due to the inclusion of applicable government charges or taxes. From time to time and as determined by RCI in its sole discretion, RCI may increase, waive, reduce or discount any of its fees or prices.

## **11. Obligations and fees due to others.**

- 11.1. Affiliated Resorts and Inventory providers may impose their own limitations, by-laws and rules regarding occupancy limits for particular accommodations, resort behavior, and other issues. Each Member and/or guest must comply with Affiliated Resorts' and Inventory providers' limitations, bylaws and rules.
- 11.2. Member and their guests must comply with check-in and check-out times. Unless a Member and/or guest informs the check-in desk at a particular Affiliated Resort or the Inventory provider that they

anticipate checking in later than the arrival time designated within a Confirmation, the arriving Member or guest risks forfeiture of such confirmation and the Deposit used to make such confirmation.

- 11.3. Members and guests are responsible for occupying and using any accommodations into which they or their guests have exchanged, or to which Members or guests otherwise have access, in a responsible, careful and secure manner and in accordance with the rules and regulations of the Affiliated Resort or Inventory provider. Members and guests are responsible for the payment of any applicable taxes, port charges, gratuities, personal expenses, utility charges, security deposits, and other fees or charges levied with respect to Vacation Time at an Affiliated Resort or Inventory provider, for the use of amenities and facilities. Notwithstanding the foregoing, Members are ultimately responsible for any damage, theft or loss, and/or expenses incurred or caused by themselves and/or their guests.
- 11.4. If a Member's Exchange Request is confirmed for Vacation Time at an all-inclusive resort or for an all-inclusive package the Member understands that use of that Confirmed Exchange may require payment of additional fees to the all-inclusive resort for food, beverages or other amenities (the "All-inclusive Fees"), under the separate terms and conditions set by that Affiliated Resort or Inventory provider. Any such All-Inclusive Fees, terms and conditions are determined solely by the Affiliated Resort or Inventory provider, and are subject to change at any time. The Affiliated Resort or Inventory provider may require payment for All-Inclusive Fees before or upon check-in. Member acknowledges responsibility for confirming in advance with the Affiliated Resort or Inventory provider whether such All-Inclusive Fees apply and agrees to be liable to pay such All-Inclusive Fees.

## **12. Withdrawing Vacation Time.**

- 12.1. Members may request withdrawal of Deposited Vacation Time from the Program, which RCI may withdraw at its sole discretion and only if:
  - 12.1.1 any Vacation Time or a portion thereof has not been assigned to another Member or other third party by RCI;
  - 12.1.2 the Member has not received an Exchange Confirmation as a result of the Deposited Vacation Time, or Deposit Credit or any portion thereof; and subject to the Affiliate's consent.
- 12.2. Once withdrawn, Vacation Time may not be re-Deposited unless RCI chooses, in its sole discretion, to accept such re-Deposit. Fees for re-Depositing may be applicable.

## **13. Losing the opportunity to exchange Vacation Time.**

- 13.1. There are some circumstances in which Members can lose the opportunity to exchange Vacation Time they have Deposited with RCI:
  - 13.1.1. A Member may lose the use of Deposited Vacation Time, and be ineligible to receive a confirmed Exchange for that Deposited Vacation Time, if the Member does not properly submit an Exchange Request and/or does not accept an alternative available resort choice and/or travel date within three (3) years after the date of the Deposit.
  - 13.1.2. A Member may lose the right to exchange Vacation Time if
    - (a) the Affiliated Resort, its developer or owners' association or Inventory provider fails or is unable to perform any contractual obligations to RCI; or
    - (b) if the Affiliated Resort's affiliation agreement with RCI expires without renewal or is terminated either by RCI or by the Affiliated Resort.
  - 13.1.3. RCI reserves the right (without providing a refund or credit) to cancel a Confirmation, cancel an Exchange Request, or otherwise deny the exchange privileges of any Member whose payment is rejected by the Member's bank or credit card company, or who has failed to meet the obligations described herein.
  - 13.1.4. Cancellation, termination or suspension of a membership pursuant to Section 24.

## **14. Holiday Protector.**

### **14.1. Introduction**

- 14.1.1. 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 ("Member").
- 14.1.2. By purchasing Holiday Protector, a Member is bound by and agrees to the terms and conditions set out below.

## 14.2. Definitions

- 14.2.1 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.
- 14.2.2 For the purpose of this document the following definitions apply:
- (a) **Area:** Includes Republic of South Africa, Botswana, Mozambique, Mauritius, Kenya, Zimbabwe, Namibia, Swaziland and Lesotho
  - (b) **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.
  - (c) **International Original RCI Holiday:** A booking made by a Member and confirmed by RCI into a property located outside of the Area.
  - (d) **Local Original RCI Holiday:** A booking made by a Member and confirmed by RCI into a property within the Area.
  - (e) **Member:** An RCI Member or a The Registry Collection® Member.
  - (f) **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.
  - (g) **RCI Replacement Holiday:** A replacement holiday provided to the Member by RCI in accordance with the terms of Holiday Protector.

## 14.3. Conditions of Holiday Protector

- 14.3.1. Purchase Method: Member can purchase Holiday Protector either online through [www.rci.co.za](http://www.rci.co.za) or by calling the RCI contact centre.
- 14.3.2. Time Limit to Purchase Holiday Protector: Holiday Protector may be purchased by a Member only:
- (a) up to five (5) working days after the Member books an Original RCI Holiday; and **either**
  - (b) in the case of a Local Original RCI Holiday, no less than five (5) working days before check-in date; **or**
  - (c) in the case of an International Original RCI Holiday, no less than seven (7) working days before check-in date.
- 14.3.3. Payment for Holiday Protector: Member can purchase Holiday Protector on payment of the prescribed fee as charged by RCI from time to time.
- 14.3.4. Valid Membership Required: Member must be a valid Member at the time Member purchase Holiday Protector.
- 14.3.5. Eligible Bookings for Holiday Protector: Member's 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 Member. These benefits of Holiday Protector only apply to the following booking types:
- (a) For RCI members, the following booking types are eligible:
    - (i) RCI Holiday Exchange; and
    - (ii) Bonus Break® Holiday booking;
  - (b) For Registry Collection® members, the following booking types are eligible:
    - (i) The Registry Collection® Holiday Exchange at The Registry Collection® resorts;
    - (ii) Bonus Break Holidays at The Registry Collection® resorts; and
    - (iii) The Registry Collection® Holiday Exchange or Bonus Break Holidays at RCI resorts.

- 14.3.6. 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.
- 14.3.7. Cancellation of Holiday Protector: Member may cancel Holiday Protector and receive a full refund of the fee Member paid for Holiday Protector if Member cancels within five (5) working days from the date Member purchased Holiday Protector. Member will only be entitled to one cancellation and refund request per original transaction, within a five (5) working day period.
- 14.3.8. Protection Subject to Prior Payment for Holiday Protector: Any Holiday Protector fee that may be due to Member 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 Member by RCI after the date of receipt by RCI from Member of the applicable Holiday Protector fee payable at the time Member purchased Holiday Protector. The refund may take up to fifteen (15) working days to reflect in Member's account.

#### 14.4. **RCI Replacement Holiday.**

- 14.4.1. Protection Scope: Subject to these terms and conditions and the purchase by Member of Holiday Protector, in the event:
  - (a) Member cancel their Local Original RCI Holiday up to 72 hours prior to check-in date of that Local Original RCI Holiday for any reason; or
  - (b) Member cancel their 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 Member with an RCI Replacement Holiday.
- 14.4.2. No Refund on Original RCI Holiday Fees: Should Member cancel their Original RCI Holiday, Member 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.
- 14.4.3. Re-booking Window: Member's RCI Replacement Holiday must be booked within 12 (twelve) months of the cancellation date of Member's Original RCI Holiday.
- 14.4.4. RCI Replacement Holiday Subject to Availability: Subject to availability and at RCI's sole discretion, RCI will endeavour, but not be obliged, to give Member 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.
- 14.4.5. 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.
- 14.4.6. 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.
- 14.4.7. Re-booking Terms for RCI Replacement Holiday
  - (a) No Additional Booking Fee: Member will not be charged an additional holiday booking fee for the RCI Replacement Holiday.
  - (b) Application of Original Trading Points: In case of RCI Holiday Exchange, Member's 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.
  - (c) Top-Up of Trading Points (If Applicable): If the RCI Replacement Holiday has a higher trading points value than the Original RCI Holiday, Member may apply any valid trading points in Member's RCI account towards the RCI Replacement Holiday.
  - (d) 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 Member's trading points will be returned to Member's account towards the RCI Replacement Holiday. For clarity, in the event that the excess trading points to be returned to Member's account have expired, these expired trading points may not be applied towards a future RCI transaction.

- (e) Insufficient Points: In the event that the trading points that Member 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 Member used when booking the Original RCI Holiday to Member's RCI account and (b) refund the RCI exchange fees Member paid at the time of booking the Original RCI Holiday. For clarity, the fees Member paid for Holiday Protector will be considered an administrative charge paid to RCI to process Member's cancellation, and thereby forfeited by Member to RCI.

#### 14.5. Exclusions to Holiday Protector.

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

#### 14.6. General.

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

#### 15. Spacebank Restore<sup>SM</sup>

- 15.1. RCI Members who deposit a Week less than 60 days but at least more than 1 day before the start date of such Week may receive a lower Deposit Trading Power for such Week in accordance with Trading Power Adjustment Schedule. The Spacebank Restore product allows RCI Members to deposit a Week less than 60 days but at least more than 1 day before the start date of such Week and receive the full Deposit Trading Power for such Week by purchasing the optional RCI Deposit Restore at the time of deposit. RCI Members whose Weeks are deposited by their resort and who wish to avail themselves of this option must purchase the RCI Deposit Restore product before the end of the next Business Day after receiving notice that the Week has been deposited by the resort into the member's RCI account.
- 15.2. In order for an RCI Member to be eligible for the RCI Spacebank Restore benefit, the applicable Membership must be current and paid in full at the time the RCI Spacebank Restore benefit is requested.
- 15.3. Spacebank Restore may be cancelled for a refund in accordance to the Consumer Protection Act. Upon cancellation of Spacebank Restore the Deposit for which the Spacebank Restore product was purchased will receive a Deposit Trading Power based on the date of the Deposit in accordance with the Trading Power Adjustment Schedule.

#### 16. Unavailability or Problems with a Confirmed Exchange.

- 16.1. After a Confirmed Exchange is issued, if the Confirmed Inventory becomes unavailable due to continued or unauthorised use by an occupant or overbooking at the Affiliated Resort or Inventory provider, or for any reason other than an Event of Force Majeure, RCI will make commercially reasonable efforts to locate and provide the Member with an equivalent alternative accommodation from its Inventory located within the same geographic vicinity or a similar location. RCI shall have no additional liability to the Member once it makes commercially reasonable efforts to locate and offer such alternate accommodations to the Member.
- 16.2. If RCI is prevented, hindered or delayed in the performance of any obligation to a Member (including, but not limited to, providing lodging or other accommodations) due to an Event of Force Majeure, then RCI shall be excused from further performance upon notice to the affected Member stating the reason for such nonperformance, without obligation to refund or return any amounts that were paid by the affected Member before such notice. The term "Event of Force Majeure" shall mean:
- 16.2.1 an act of God or of a public enemy, fire, explosion, perils of the sea, lightning, earthquake, storm, flood, declared or undeclared war, revolution, insurrection, riot, act of piracy, act or threatened act of terrorism, sabotage, blockade, embargo, accident, epidemic or quarantine;
  - 16.2.2 action by a governmental authority, a court, appointment of a receiver or mortgagee in possession, or an assignment for the benefit of creditors;
  - 16.2.3 a strike, lockout or other labor unrest resulting from any cause and whether or not the demands of the employees involved are reasonable or within RCI's power to concede; or
  - 16.2.4 any other cause or circumstance beyond RCI's reasonable control.
- 16.3. RCI does not own or operate Affiliated Resorts and is not liable for their description, services and/or presentation. Complaints about accommodations or services provided at an Affiliated Resort or Host Resort or by an Inventory provider should be made at the earliest opportunity to a person of authority at the Affiliated Resort or Host Resort or Inventory provider. If this does not produce a satisfactory result, the Member should contact as soon as possible the RCI help desk by calling 011 258-1000 or emailing [go@rci.com](mailto:go@rci.com). Please provide full details of the complaint within thirty (30) days of Member's return. We reserve the right to refuse to consider any complaints made where this simple procedure has not been followed.

## **17. Member Cancellation of a Confirmed Exchange.**

- 17.1. A Member may cancel or change a Confirmed Exchange online, by notifying RCI by telephone or in person at a RCI office. A Guest cannot cancel a Confirmed Exchange.
- 17.1.1. Upon cancellation, the Deposit Trading Power of the Member's Deposit will be returned to the Member's RCI account. In the absence of Holiday Protector, and subject to the Consumer Protection Act, the Exchange Fee paid for the cancelled Confirmed Exchange shall be forfeited by Member to RCI, and RCI shall owe no further duty, liability, or obligation to Member in connection with the forfeited Exchange Fee.
  - 17.1.2. Except as otherwise stated in these Terms and Conditions, when cancellation occurs prior to the start date of a Confirmed Exchange, the Member may request another exchange without making an additional Deposit. The then current Deposit Trading Power, Exchange Fees and policies will apply.

## **18. Alternative Inventory.**

- 18.1. From time to time, RCI will obtain from third parties, and make available to Members, certain alternative Inventory, such as cruise accommodations. Use of alternative Inventory may require a cash payment from the Member and are provided subject to and in accordance with terms and conditions of the relevant alternative Inventory provider or supplier.

## **19. Guest Certificates.**

- 19.1. By obtaining Guest Certificates, Members may give Confirmations or the right to request an Exchange for Deposited Vacation Time to a friend or family member.
- 19.1.1. A Member may purchase the Guest Certificate from RCI at the then-current rate specified on RCI's website at [www.rci.co.za](http://www.rci.co.za). A Guest Certificate will be issued in the name of a designated guest, and sent to the Member. Guest Certificates may only be used by the individual(s) named on the Guest Certificate and their accompanying guests and may not be used by persons under the age of twenty-one (21). A Guest Certificate allows the use of a Confirmed

Exchange and other applicable RCI services. The Guest Certificate fee is non-refundable once the Guest Certificate has been issued.

- 19.1.2. In order to obtain a Guest Certificate, Member must have renewed Member's RCI membership for the period covered by the Guest Certificate, and the membership must not have been terminated. Member acknowledges and undertakes the responsibility of forwarding all RCI correspondence and information regarding Guest Certificates and confirmations to the guest.
- 19.1.3. Guest Certificates are non-transferable and may not be used for any commercial purpose, including without limitation auction, rental or sale. Their use is subject to any conditions, restrictions or limitations which may be imposed by the Affiliated Resort or Inventory provider.
- 19.1.4. Members are liable for all acts, omissions and/or defaults of their guests and for any damage caused or expenses incurred by their guests while using any Vacation Time in the Program.
- 19.1.5. RCI reserves the right, in its sole discretion (without refund or credit) and without limitation to revoke a Confirmed Exchange or Guest Certificate, terminate or suspend the membership of the relevant Member, or deny access to any of the products or services offered in connection with membership if a Member and/or the Guest or holder of Guest Certificate breaches these Terms and Conditions.

**20. RCI Bonus and Rental Holidays.**

- 20.1. As a valid RCI Member, Member is entitled to book Bonus Break® and Extra Holidays® through RCI, which holidays are usually acquired for and offered to RCI members at below open market rental prices.
- 20.2. Member does not need to Spacebank® Member's current or future years' timeshare weeks/points to qualify for a Bonus Break®. Availability for a Bonus Break® may vary with regard to timeshare club ownership. International Bonus Break® weeks, if available, are from time to time subject to certain additional conditions. Please check with RCI for details and any restrictions.
- 20.3. Member does not need to Spacebank® Member's current or future timeshare weeks/points to qualify for an Extra Holiday®. These holidays are usually offered on a rental fee basis, but may also be offered to Member on a rental fee plus the use of Member's RCI trading points basis at affiliated resorts or hotels.
- 20.4. Member may not rent out a Bonus Break® or Extra Holiday® at all as these are solely meant for the benefit of RCI members. Member's RCI rental holiday booking is strictly not transferable for commercial gain/purposes and should Member use Member's RCI rental holiday booking for such gain/purposes, Member's RCI membership will immediately be cancelled without any rental holiday booking and/or membership fee refund, return of deposited timeshare weeks/points or reinstatement of cancelled RCI trading points (if any) to Member.
- 20.5. From time to time, RCI services may be fulfilled by a third-party provider (including, but not limited to, third-party suppliers, operators, and managers of accommodations, travel services, and travel experiences), under contract with RCI or its affiliates (collectively referred to herein as "Provider(s)"). In that instance, the terms and conditions of such Providers shall apply to Member. Please review the Terms and Conditions thoroughly as well as all terms and conditions and policies and procedures supplied by the Provider of any product or service offered through RCI, including any terms set forth in any applicable confirmation or other e-mail (collectively, "Provider Terms").
- 20.6. Member may cancel their rental holiday booking and receive a full refund of the rental holiday fee if the rental holiday booking is cancelled within 5 (five) working days from the date of the rental holiday booking being confirmed by RCI.
- 20.7. Member will only be entitled to one cancellation and refund request within a 5 (five) working day period. A rental holiday booking cancellation request received by RCI after 5 (five) working days will be subject to the deduction of a non-refundable reasonable rental holiday booking fee determined by RCI from time to time, the amount of which will be disclosed to Member at the time of booking.
- 20.8. In addition to the non-refundable rental holiday booking fee, RCI will also deduct a reasonable rental accommodation cancellation fee. The rental accommodation cancellation fee that RCI will deduct from the rental accommodation refund due back to Member is determined as follows:

<b>Calendar Days to Check- In Date</b>	<b>Cancellation Amount to be Deducted From the Rental Accommodation Fee Refund Due to Member</b>
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61 days or more	10% (ten percent) of the fee due to Member
31-60 days	50% (fifty percent) of the fee due to Member
15-30 days	70% (seventy percent) of the fee due to Member
0-14 days	100% (one hundred percent) of the fee due to Member

- 20.8.1 If any RCI trading points were used for a rental holiday booking Member will however be entitled to a full reinstatement of those RCI trading points and any subsequent holiday booking using these same trading points will result in a new rental or exchange booking fee having to be paid.
- 20.8.2 Any rental holiday booking cancellation request received by RCI after the check-in date and time of Member's confirmed rental holiday booking, whether received by RCI within the 5 (five) working day period or not, will not be accepted by RCI or qualify for a refund of the rental holiday fee at all. All rental holiday fee cancellation refund payments that may be due to Member are subject to RCI having first received full payment of the rental holiday fee into RCI's bank account and subject to any banking confirmation and/or administration refund process. Rental holiday cancellation fee refunds will only be made to Member 15(fifteen) working days after the date of receipt from Member of the applicable rental holiday booking fee.

## 21. Representations and Acknowledgments by Member.

- 21.1. By enrolling in or utilising the Program, the Member acknowledges, represents and warrants to RCI as follows:
- 21.1.1. The Member and all persons signing the Enrolment Application for Member have full power and authority and have been duly authorised to enter into and perform or cause performance of Member's obligations under the Program Documents. If applicable, the Member has obtained all necessary approvals of its controlling entities, including but not limited to owners or owners associations, Boards of Directors and lenders.
- 21.1.2. The Member and all persons signing the Enrolment Application represent that their decision(s) to purchase Vacation Time at any Affiliated Resort was based primarily upon the benefits to be gained from the ownership, use and enjoyment of such Member's Vacation Time at the Affiliated Resort, and not on the anticipated Program Benefits.
- 21.1.3. By Depositing Vacation Time or allowing it to be Deposited on the Member's behalf, the Member represents and warrants to RCI that:
- (a) the Member has or will have the legal right to use and assign the use of the Deposited Vacation Time and all other resort amenities to which such Member has access;
  - (b) the Deposited Vacation Time has not been and will not be assigned, offered or made available to any third party by Member;
  - (c) the physical accommodations in which the Member owns Vacation Time are in good and usable condition; and
  - (d) all Vacation Time Expenses have been paid or will be paid by the Member when due.
- 21.1.4. To the best of the Member's knowledge, none of the following has been designated as, or is, a terrorist, a "Specially Designated National" or a "Blocked Person" as defined by U.S. Executive Order 13224, and enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, or otherwise: the Member; the Member's guests; if the Member is an entity, the Member's owner(s), officers, managers, directors or employees.
- 21.1.5. All written information the Member submits to RCI about the Member's Home Resort, Member, Vacation Time and Vacation Time Expenses is true, accurate and complete, containing no misrepresentation of any material fact, and omitting no material fact necessary to make the information disclosed not misleading under the circumstances. Any misrepresentation by the Member is grounds for immediate termination of the Member's membership in the Program, at RCI's sole discretion.
- 21.1.6. Each Member acknowledges that RCI, or third parties with the permission of RCI, may offer products and services through solicitations and advertisements made by mail, email, telephone (including automated dialing equipment and prerecorded messages), facsimile machine or other means. The Member hereby expressly consents to receive such solicitations and advertisements from RCI, its affiliates and third parties at the telephone and

facsimile number(s), and mailing and email address(es) provided by the Member to RCI. The Member acknowledges that such consent and request to receive solicitations continues, whether or not the Member's membership is terminated or expires, for the maximum period of time permitted by law or until the Member expressly withdraws such consent. If Member does not wish to be contacted for promotional or marketing offers please call or email us using the details at Section 7.1.2.

- 21.1.7. Member acknowledges that RCI's privacy policy is available at [www.rci.co.za](http://www.rci.co.za) and can be obtained in printed form from RCI upon request. Each Member:
- (a) authorises its Home Resort, Home Group, or any Affiliated Resort or other applicable entity, to release to RCI any information RCI requests related to such Member's payment or lack of payment of any Vacation Time Expenses; and
  - (b) authorises RCI to release to the Member's Home Resort, Home Group, or any Affiliated Resort at which such Member owns Vacation Time, any information with respect to the Member's use of Vacation Time through the Program, and to release information relating to the Member and Member's ownership of Vacation Time to any Affiliated Resort or Inventory provider into which Member exchanges. Member acknowledges that such authorisation continues, whether or not the Member's membership is terminated or expires, for the maximum period of time permitted by law or until the Member expressly withdraws such authorisation.
  - (c) Understands and authorises RCI to monitor and/or to record conversations between the Member and RCI representatives, for training, quality control, and other lawful purposes.
- 21.1.8. Each Member acknowledges that Inventory into which the Member exchanges may differ in unit size, design, furnishings, amenities, facilities and accessibility for individuals with disabilities from the accommodations of the Member's Vacation Time. Each Member acknowledges that it is the sole responsibility of the owner, lessor, lessee or operator of any Affiliated Resort, Inventory provider or other accommodating party, and not the responsibility of RCI, to ensure that its accommodations, facilities and amenities are accessible to and usable by individuals with disabilities in compliance with all applicable state, federal and local laws.

## **22. Indemnification.**

- 22.1. The Member will indemnify, defend and hold harmless RCI, together with its officers, managers, employees, directors, shareholders, agents, representatives, corporate affiliates and the predecessors, successors and assigns thereof (the "Indemnitees"), to the fullest extent permitted by law, from and against certain losses and expenses.
- 22.1.1 Member will indemnify, defend and hold the Indemnitees harmless, to the fullest extent permitted by law, from and against all losses and expenses, incurred by any Indemnitee for any investigation, claim, action, suit, demand, administrative or alternative dispute resolution proceeding, relating to or arising out of any transaction, occurrence or service at a resort, or involving personal injury or property damage, any breach or violation of any contract or any law, regulation or ruling by, or any act, error or omission (active or passive) of, Member, any party associated or affiliated with Member or any of the owners, officers, managers, directors, employees, agents or contractors of Member or Member's affiliates. Member has no obligation to indemnify an Indemnitee for damages to compensate for property damage or personal injury if a court of competent jurisdiction makes a final decision not subject to further appeal that the Indemnitee was negligent, engaged in willful misconduct and/or intentionally caused such property damage or bodily injury.
- 22.1.2 Member will respond promptly to any matter described in the preceding paragraph, and defend the Indemnitee. Member will reimburse the Indemnitee for all costs of defending the matter, including reasonable legal fees, incurred by the Indemnitee if Member's insurer or Member does not assume defence of the Indemnitee promptly when requested, or separate legal counsel is appropriate, in RCI's discretion, because of actual or potential conflicts of interest. Indemnitee has the right to retain counsel of its choosing. RCI must approve any resolution or course of action in a matter that could directly or indirectly have any adverse effect on RCI, or could serve as a precedent for other matters.

**23. Withdrawal of Program Benefits due to condition or conduct of Resort. RCI may withdraw any or all Program Benefits.**

- 23.1. RCI may withdraw the use of Vacation Time at Affiliated Resorts and any Inventory provider, or suspend or terminate the affiliation of Home Resorts or Home Groups, at its sole discretion, if:
- 23.1.1. the Affiliated Resort or Inventory provider is not operated in a manner that enables it to meet its obligations or is otherwise not in compliance with applicable laws, rules, regulations, policies or procedures;
  - 23.1.2. the Affiliated Resort or Inventory provider is destroyed or condemned or otherwise not fit for use;
  - 23.1.3. the Affiliated Resort or other Inventory provider becomes unable to pay its debts as they fall due or becomes insolvent or makes a composition with or an assignment for the benefit of its creditors; or
  - 23.1.4. passes or there is presented any order, resolution or petition for its liquidation, administration, receivership or like proceeding;
  - 23.1.5. proposes a voluntary arrangement or is a party to any proceeding for the reorganisation or for the adjustment or relief of any of its debts;
  - 23.1.6. has a receiver or trustee appointed over all or a substantial part of its assets; or
  - 23.1.7. is a party to any proceeding seeking its dissolution or its full or partial liquidation;
  - 23.1.8. the contractual agreement between RCI and an Affiliated Resort or an Inventory provider, is terminated or expires or a transfer in a controlling interest in the Affiliated Resort or Inventory occurs.
  - 23.1.9. RCI terminates the operation of the Program.
- 23.2. If RCI cancels a Confirmed Exchange at any such Affiliated Resort or Inventory provider, then Section 16 above will apply.
- 23.3. If RCI suspends or terminates the membership of any Member who owns Vacation Time at an Affiliated Resort, that Member may not be permitted to renew or reactivate his or her membership.

**24. Cancelling a Membership.**

- 24.1. A Member may cancel a membership at any time by notifying RCI by telephone or in accordance with the notice provisions set forth in Section 26.4 below. If applicable, RCI shall refund the Member's Annual Membership Fee less the amount for the utilised membership period and subject to any discounts provided to the Member at the time of enrolment or renewal. RCI may also cancel any Confirmed Exchanges or Confirmed Reservations that are scheduled to occur after the date of the membership cancellation, without refunding any Exchange Fee or other payment made by the Member. Deposited Vacation Time will remain the property of RCI, unless released by RCI at its sole discretion.
- 24.2. Membership automatically lapses at the end of the calendar year if a Member fails to renew following the expiration of the Membership. If a former Member seeks reinstatement as a Member, RCI will require payment of the Annual Membership Fee, and in its sole discretion may impose other requirements and fees as a condition of reinstatement.
- 24.3. RCI, at its sole discretion, may suspend or terminate a Member's membership and rights to participate in the Program:
- 24.3.1. upon the termination or expiration of the Member's membership;
  - 24.3.2. for any breach of the Terms & Conditions or other requirements of the Program Documents;
  - 24.3.3. if the Member fails to cure the cause for a suspension within such reasonable time as determined by RCI•
  - 24.3.4. upon termination of the affiliation with RCI of any Affiliated Resort at which the Member owns Vacation Time;
  - 24.3.5. upon termination of the Program;
  - 24.3.6. upon any requirement to do so by any local, state or federal governmental entity (or its equivalent if a foreign country) or by any laws, rules or regulations court of competent jurisdiction that may apply;
  - 24.3.7. Member, a guest or holder of a Guest Certificate are a vexatious or serial complainant; threatens or uses physical violence and/or harasses, abuses or verbally aggressive to RCI , Affiliated Resort or Inventory provider employees.
  - 24.3.8. for any other reason in the sole discretion of RCI.

- 24.4. If a Member's membership is suspended or terminated, the Member may not utilise the Program Benefits. Suspension or termination of membership may preclude, without limitation, the Member from obtaining Confirmed Exchanges and RCI may cancel any Confirmed Exchange and terminate any pending Exchange Requests, all without any refund of fees or returning Deposited Vacation Time to the Member. Use rights associated with Deposited Vacation Time will remain the property of RCI, unless released by RCI at its sole discretion. In the event of a suspension or termination based upon non-payment, all fees and other amounts owing or owed to RCI by the Member shall be immediately due and payable to RCI. In the case of a suspension, the Member's Program Benefits will remain suspended until all sums that are owed shall be paid to RCI.
- 24.5. Upon termination, RCI may, in its sole discretion, accept a request by the former Member to reactivate membership. RCI may require payment of a new Annual Membership Fee, among other conditions.
- 24.6. If RCI terminates the Program, all memberships shall terminate. Any refund of prepaid Enrolment Fee or RCI membership fee, if applicable, shall be calculated in accordance with Section 24.1 above.

## **25. Limitations of Liability.**

- 25.1. RCI and Member agree that RCI's liability to any Member or guest is limited in substance and in amount.
- 25.1.1. RCI's liability to a Member or guest for any loss, injury or damage resulting from their use of or inability to use the Program, and/ or Program Benefits shall be limited to the fees paid to RCI, if any, for the relevant use. In no event shall RCI be liable for special, consequential, incidental or indirect damages.
- 25.1.2. RCI and the Indemnitees described in Section 22 above shall not be responsible, in contract, tort or by statute, for the acts or omissions and/or representations (whether oral or written) of any third parties, including but not limited to Affiliated Resorts or other Inventory providers, and Member knowingly waives any right to bring such a claim against RCI and/or any Indemnitee.
- 25.1.3. RCI does not have the ability to control the operations of Affiliated Resorts or other Inventory providers, including the form of access provided to their facilities (including access for individuals with disabilities), and is not responsible for the actions or omissions of Affiliated Resorts or Inventory providers.
- 25.1.4. Affiliated Resorts or Inventory providers are solely responsible for such resorts' financial viability, conditions, quality of accommodations, facilities, amenities, service, operations, and compliance with all applicable laws, rules and regulations.
- 25.1.5. Information about Affiliated Resorts, Inventory providers and Inventory to Members by RCI, including but not limited to, facilities, amenities and services, is solely derived from information produced and provided by the relevant Affiliated Resort, Inventory provider or owner. Member should be aware that facilities, amenities and services provided at the Affiliated Resort or Inventory provider may be withdrawn without notice at the discretion of the Affiliated Resort or Inventory provider or may be restricted at certain times of the year. Members must make their own enquiries about a resort description and satisfy themselves that an Affiliated Resort or Inventory provider will meet all their needs, particularly if travelling out of season. Although RCI makes reasonable efforts to ensure that resort information published on behalf of Affiliated Resorts or Inventory provider by RCI is accurate and up to date, RCI expressly disclaims liability for publishing and/or repeating any inaccurate, incomplete or misleading information provided by any Affiliated Resort or Inventory provider, except in the case of negligence on the part of RCI.
- 25.1.6. Inventory and alternative Inventory that RCI obtains from sources other than its Members may change periodically, at RCI's sole discretion. RCI does not guarantee that any specific Inventory or alternative Inventory will be available to Members or, if made available or will remain available for any specified period of time.

## **26. General.**

- 26.1. Partial Invalidity. If all or any part of a provision of these Terms and Conditions violates the law of Member's country, province, city or state (if applicable), such provision or part will not be given effect with respect to Member. If all or any part of a provision of these Terms and Conditions is declared invalid or unenforceable, for any reason, or is not given effect by reason of the prior sentence, the remainder of the Terms and Conditions shall not be affected. However, if in RCI's judgment the invalidity or ineffectiveness of such provision or part substantially impairs the value of these Terms

- and Conditions or the Program to RCI, then RCI may at any time terminate a Member's membership by written notice to the Member without penalty or compensation owed by either party to the other.
- 26.2. No third party beneficiaries. These Terms and Conditions are exclusively for the benefit of the parties. There are no third party beneficiaries and nothing in these Terms and Conditions is intended to grant to any third party, any right to enforce any term or to confer on any third party any benefits under these Terms and Conditions. No agreement between RCI and anyone else is for Member's benefit.
- 26.3. All modifications, waivers, approvals and consents of or under these Terms and Conditions by RCI must be in writing and signed by RCI's authorised representative to be effective. RCI's silence or inaction will not be or establish a waiver, consent, course of dealing, implied modification or estoppel. If RCI allows any Member to deviate from these Terms and Conditions, as confirmed in writing, RCI may insist on strict compliance with such term, condition or obligation by that Member at any time upon written notice.
- 26.4. Notices to Members will be effective if delivered in writing by mail, or by electronic mail to an email address provided by the Member to RCI, by other electronic media or by publication on RCI's website at [www.rci.co.za](http://www.rci.co.za) or the RCI Directory of Affiliated Resorts. Unless Member notify RCI otherwise, Member consents to receive electronic mail from RCI. Notices shall be deemed given on the date sent to or posted for Members. Notice to RCI will be effective if delivered in writing by electronic mail only. Notices shall be deemed given on the date sent to RCI.
- 26.5. RCI may assign its rights and obligations under these Terms and Conditions to any third party and any such assignment shall be binding on Member upon notice of assignment.

## **27. Trademarks.**

- 27.1. ENDLESS VACATION®, RESORT CONDOMINIUMS INTERNATIONAL, WYNDHAM DESTINATIONS, INC., HOLIDAY PROTECTOR, and RCI and any respective designs are trademarks or service marks that may not be used without the prior written permission of the owners of such marks. Other brand names may be trademarks or service marks of their respective owners.

## **28. Dispute Resolution, Choice of Law and Venue.**

- 28.1. These Terms of Membership and the Program shall be governed by the laws of the Republic of South Africa, whatever the nationality of the Member. Any action at law or in equity by a Member and/or Guest, who is either vacationing with the Member or who is traveling by way of a Guest Certificate, to seek any remedy against RCI or its associated entities must be submitted to the non-exclusive jurisdiction of the courts of the Republic of South Africa, located in Johannesburg. If an action at law or in equity is initiated by a Member or guest and RCI prevails, that Member or guest shall pay all costs incurred by RCI in defending such action, including reasonable legal fees.

## **29. Entire Agreement.**

- 29.1. Neither RCI nor any person acting on RCI's behalf has made any oral or written representation or promise to the Member that is not contained in these Program Documents. Member is not relying on any such oral or written representation or promise in submitting the Enrolment Application or agreeing to the terms of the Program. Member releases any and all claims against RCI and RCI's agents or third parties based on any oral or written representation or promise not stated in these Program Documents.
- 29.2. There are no express or implied covenant or warranties or promises, oral or written, between RCI and Member except as expressly stated in the Program Documents.
- 29.3. RCI may amend the Program Documents at any time in its sole discretion, in writing, upon compliance with the notice provisions set forth in Section 26.4 above. An amendment to any RCI document, including the Program Documents, will be effective upon publication, posting on [www.rci.co.za](http://www.rci.co.za), mailing, email or other electronic media.
- 29.4. The Program Documents constitute the entire agreement between RCI and the Member with respect to the subject matter set forth in those documents, and supersede all previous and contemporaneous communications, representations, or agreements, either oral or written, between the parties relating to that subject matter. The section headings in these Terms and Conditions are for convenience of reference only.