

**interval**<sup>SM</sup>

# Exchange Membership Contract





# Interval's Exchange Membership Contract.

## Table of contents.

- 01 Personal details, resort details and signature.
- 03 Standard information form or "Key information". You should read this before entering into the contract.
- 08 Terms and conditions of individual membership and exchange.
- 20 Right of withdrawal form.

If any pages are missing, please do not sign this contract until you have been provided with a complete copy.

**Notice.**  
Interval requires that the consumer should be provided with the "Key information" relating to this contract in good time before the consumer enters into this Exchange Membership Contract.







Exchange Membership Contract.

Contract Date: \_\_\_\_\_

Individual Membership Number: \_\_\_\_\_  
To be completed by Interval International

1. Personal information.

Name(s) (as it appears on your resort purchase contract):

_____	_____
Last	First
_____	_____
Last	First

Place of residence: \_\_\_\_\_

County: _____	Postal Code: _____	Country: _____
Phone: _____	Facsimile: _____	Email: _____

I am currently a member of Interval International because of: ☐ a previous purchase at this resort ☐ a previous purchase at another resort

Please fill in current Interval International membership number: \_\_\_\_\_

2. Interval Gold information.

☐ I am applying for Interval Gold membership. ☐ I have received my Interval Gold membership pack. ☐ I have not received my Interval Gold membership pack.

3. Interval Platinum information.

☐ I am applying for Interval Platinum membership. ☐ I have received my Interval Platinum membership pack. ☐ I have not received my Interval Platinum membership pack.

4. Resort information.

Resort Code: \_\_\_\_\_ Resort Owner Number: \_\_\_\_\_

My Resort Ownership is at: \_\_\_\_\_ Date of Purchase: \_\_\_\_\_

Located at: \_\_\_\_\_

Unit information: \_\_\_\_\_

If purchasing an alternate year programme, tick appropriate box: ☐ Odd year ☐ Even year

Total number of weeks purchased at this time: \_\_\_\_\_

If you have joined a points-based programme, please state the number of points purchased: \_\_\_\_\_

☐ Please tick here if you have joined a multilocation club.

	1st Week	2nd Week	3rd Week	4th Week	
Week Number:	_____	_____	_____	_____	
(If floating, indicate with an "F".)					
Unit Number:	_____	_____	_____	_____	
Unit Type/Size:	_____	_____	_____	_____	
(Use code numbers below.)					
0. Studio/Hotel Room	1. 1-Bedroom	2. 2-Bedroom	3. 3-Bedroom	4. 4-Bedroom	F. Floating
Year of Initial Occupancy:	_____	_____	_____	_____	

5. Membership term.

I am applying for Interval International membership for: \_\_\_\_\_ years. I am also applying for Interval Gold membership for: \_\_\_\_\_ years. I am also applying for Interval Platinum membership for: \_\_\_\_\_ years.

After the expiry of any applicable withdrawal period, please debit my: ☐ Visa ☐ Mastercard ☐ American Express

Credit Card No. \_\_\_\_\_ Start Date: \_\_\_\_\_ Expiry Date: \_\_\_\_\_

Any card details or authorization obtained for such cards or any authorization or checking by electronic or any other means of a card is taken in preparation for the end of the withdrawal period. Those details will not be used or accepted as remuneration, payment or consideration of any kind to Interval until the end of that period. Interval will not take any payment or consideration from the card issuer or from other person for this contract, before the end of the withdrawal period. If the right of withdrawal is exercised, those card details will not be used to debit the consumer's account.

You have the right to withdraw from this contract without giving any reason within 14 calendar days from the conclusion of the contract or receipt of the contract if that takes place later. In cases where the exchange contract is offered together with and at the same time as the shared ownership contract only a single withdrawal period shall apply to both contracts.

During this withdrawal period, any advance payment by you 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. You shall not bear any costs and obligations other than those specified in the contract.

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

I/We acknowledge that I/we have read and understand the foregoing provisions in relation to the right of withdrawal and ban on advance consideration including advance payment. I/We also acknowledge that the right of withdrawal starts from the date I/we sign this contract, being the date of the conclusion of this contract. I/We also acknowledge and agree that Interval will treat this contract as in force from the date of my/our signature of this contract irrespective of whether or not the signed form is received by or sent to Interval at some later date. The right of withdrawal may be exercised during the withdrawal period even though the contract is in force.

\_\_\_\_\_  
Signature(s) of the consumer(s) Sign here

Please sign below.

The Standard Information Form for Exchange Membership Contracts ("Key Information") and the Terms and Conditions of Individual Membership and Exchange in the enclosed booklet form part of this Contract.

By signing this contract, I acknowledge that:

- I am entering into an exchange membership contract with Interval International Limited from the date I place my signature on this form and I have received, read, understand, and agree to abide by the Standard Information Form for Exchange Membership Contracts ("Key Information") and the Terms and Conditions of Individual Membership and Exchange in the enclosed booklet.
- I have read the Privacy Policy and the Terms and Conditions, including clauses 9 to 12, which explain how my personal information will be used and shared by Interval International or its related entities.

From time to time Interval International will contact you by email and telephone to provide details of products and services which are similar to or otherwise relate to the exchange membership programme.

Tick here ☐ if you do not wish to receive such communications.

This is an Exchange Membership Contract.	Name (in capital letters): _____
Sign it only if you want to be bound by its terms.	Signature(s): _____ Sign here
	Location at which signature is placed: _____ Date: _____

Signed for and on behalf of Interval International Limited  
in London, United Kingdom

Janice Anderson-Pearne  
Vice President Client Services

Interval International Limited ("Interval") is registered in England (company number 02119493). The registered office address is situated at Mitre House, 1 Canbury Park Road, Kingston upon Thames, Surrey KT2 6JX, United Kingdom. In Europe, the Middle East, Africa and Asia Pacific, the Interval Exchange Programme is provided by Interval International Limited under licence from Interval International, Inc., a Florida corporation, with a place of business at 6262 Sunset Drive, Miami, Florida 33143, United States. Interval's and Interval International, Inc.'s parent company, Interval Holdings, Inc., is an indirect subsidiary of Marriott Vacations Worldwide Corporation ("MVW"), a Delaware corporation.



Exchange Membership Contract.

Contract Date: \_\_\_\_\_

Individual Membership Number: \_\_\_\_\_  
To be completed by Interval International

1. Personal information.

Name(s) (as it appears on your resort purchase contract):

Last

First

Last

First

Place of residence: \_\_\_\_\_

County: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Country: \_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

I am currently a member of Interval International because of: ☐ a previous purchase at this resort ☐ a previous purchase at another resort

Please fill in current Interval International membership number: \_\_\_\_\_

2. Interval Gold information.

☐ I am applying for Interval Gold membership. ☐ I have received my Interval Gold membership pack. ☐ I have not received my Interval Gold membership pack.

3. Interval Platinum information.

☐ I am applying for Interval Platinum membership. ☐ I have received my Interval Platinum membership pack. ☐ I have not received my Interval Platinum membership pack.

4. Resort information.

Resort Code: \_\_\_\_\_ Resort Owner Number: \_\_\_\_\_

My Resort Ownership is at: \_\_\_\_\_ Date of Purchase: \_\_\_\_\_

Located at: \_\_\_\_\_

Unit information: \_\_\_\_\_

If purchasing an alternate year programme, tick appropriate box: ☐ Odd year ☐ Even year

Total number of weeks purchased at this time: \_\_\_\_\_

If you have joined a points-based programme, please state the number of points purchased: \_\_\_\_\_

☐ Please tick here if you have joined a multilocation club.

	1st Week	2nd Week	3rd Week	4th Week	
Week Number:	_____	_____	_____	_____	
(If floating, indicate with an “F”.)					
Unit Number:	_____	_____	_____	_____	
Unit Type/Size:	_____	_____	_____	_____	
(Use code numbers below.)					
0. Studio/Hotel Room	1. 1-Bedroom	2. 2-Bedroom	3. 3-Bedroom	4. 4-Bedroom	F. Floating
Year of Initial Occupancy:	_____	_____	_____	_____	

5. Membership term.

I am applying for Interval International membership for: \_\_\_\_\_ years. I am also applying for Interval Gold membership for: \_\_\_\_\_ years. I am also applying for Interval Platinum membership for: \_\_\_\_\_ years.

After the expiry of any applicable withdrawal period, please debit my: ☐ Visa ☐ Mastercard ☐ American Express

Credit Card No. \_\_\_\_\_ Start Date: \_\_\_\_\_ Expiry Date: \_\_\_\_\_

Any card details or authorization obtained for such cards or any authorization or checking by electronic or any other means of a card is taken in preparation for the end of the withdrawal period. Those details will not be used or accepted as remuneration, payment or consideration of any kind to Interval until the end of that period. Interval will not take any payment or consideration from the card issuer or from other person for this contract, before the end of the withdrawal period. If the right of withdrawal is exercised, those card details will not be used to debit the consumer’s account.

You have the right to withdraw from this contract without giving any reason within 14 calendar days from the conclusion of the contract or receipt of the contract if that takes place later. In cases where the exchange contract is offered together with and at the same time as the shared ownership contract only a single withdrawal period shall apply to both contracts.

During this withdrawal period, any advance payment by you 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. You shall not bear any costs and obligations other than those specified in the contract.

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

I/We acknowledge that I/we have read and understand the foregoing provisions in relation to the right of withdrawal and ban on advance consideration including advance payment. I/We also acknowledge that the right of withdrawal starts from the date I/we sign this contract, being the date of the conclusion of this contract. I/We also acknowledge and agree that Interval will treat this contract as in force from the date of my/our signature of this contract irrespective of whether or not the signed form is received by or sent to Interval at some later date. The right of withdrawal may be exercised during the withdrawal period even though the contract is in force.

\_\_\_\_\_. Sign here  
Signature(s) of the consumer(s)

Please sign below.

The Standard Information Form for Exchange Membership Contracts (“Key Information”) and the Terms and Conditions of Individual Membership and Exchange in the enclosed booklet form part of this Contract.

By signing this contract, I acknowledge that:

- I am entering into an exchange membership contract with Interval International Limited from the date I place my signature on this form and I have received, read, understand, and agree to abide by the Standard Information Form for Exchange Membership Contracts (“Key Information”) and the Terms and Conditions of Individual Membership and Exchange in the enclosed booklet.
- I have read the Privacy Policy and the Terms and Conditions, including clauses 9 to 12, which explain how my personal information will be used and shared by Interval International or its related entities.

From time to time Interval International will contact you by email and telephone to provide details of products and services which are similar to or otherwise relate to the exchange membership programme.

Tick here ☐ if you do not wish to receive such communications.

This is an Exchange Membership Contract.

Name (in capital letters): \_\_\_\_\_

Sign it only if you want to be bound by its terms.

Signature(s): \_\_\_\_\_ Sign here

Location at which signature is placed: \_\_\_\_\_

Date: \_\_\_\_\_

Signed for and on behalf of Interval International Limited  
in London, United Kingdom

Janice Anderson-Pearne  
Vice President Client Services

## Key information: standard information form for Exchange Membership Contracts.

### Part 1.

#### Identity, place of residence and legal status of the trader(s) who will be party to the contract.

The party to the Exchange Membership Contract will be Interval International Limited, ("Interval" or "II") a limited company registered in England, company registration number 02119493, having its registered office at Mitre House, 1 Canbury Park Road, Kingston upon Thames, Surrey KT2 6JX, United Kingdom, which, in Europe, the Middle East, Africa and Asia Pacific provides the Interval Exchange Programme under licence from Interval International, Inc., a Florida corporation, with a place of business at 6262 Sunset Drive, Miami, Florida 33143, United States. Interval's and Interval International, Inc.'s parent company, Interval Holdings, Inc. is an indirect subsidiary of Marriott Vacations Worldwide Corporation ("MVW"), a Delaware corporation.

The consumer's contract with Interval is a separate and distinct contract from the consumer's contract with the shared ownership trader or seller of a shared ownership or Vacation Interest (also in certain instances described as a "timeshare contract"). No shared ownership or vacation ownership trader is an agent for or a joint venturer with Interval. Interval does not sell, lease or otherwise convey shared ownership or vacation product interests. Interval does not own, manage, sell or operate any resorts.

#### Short description of the product.

**Interval Exchange Programme:** An Individual Membership programme that, on a space-available basis and subject to the payment of a Membership fee and of the applicable exchange fee, confers upon Individual Members the right to exchange their occupancy right at a resort for alternative occupancy rights at the same or at another resort participating in the programme on a worldwide basis.

**Getaway Programme:** Through this programme, Individual Members of the Interval Exchange Programme are also offered the opportunity to rent resort accommodation for a fee without relinquishing the use and occupancy of their own accommodation.

**Interval Gold:** An enhanced membership programme, which, for an additional fee, provides Individual Members of the Interval Exchange Programme with year-round access to value-added benefits and services. These benefits and services vary by country of residence, but generally consist of discounts on Interval's Getaway Programme, a concierge service and a hotel discount programme.

**Interval Platinum:** An upper-tier membership programme which, for an additional fee, includes the benefits and services of the Interval Gold programme and provides Individual Members of the Interval Exchange Programme with year-round access to additional value-added benefits and services. The benefits and services vary by country of residence, but generally consist of airport lounge membership and priority access to the Getaway Programme.

**ShortStay Exchange:** The ShortStay Exchange Programme ("ShortStay Exchange") is an exchange service offered by Interval to Members of the Interval Platinum and Interval Gold Membership programmes, in which resort accommodation for periods of less than seven days can be confirmed to Members upon payments of the applicable exchange fee. To participate in the ShortStay Exchange Programme, an Individual Member must relinquish a week in order to secure up to two ShortStay Exchange confirmations for resort accommodation of equal or lesser size than the resort accommodation relinquished by the Individual Member. The ShortStay Exchange Programme is also available to Individual Members relinquishing points. The ShortStay confirmations available to such Members depends on the number of points relinquished.

**Interval Options:** The Interval Options Programme is an alternative exchange service offered by Interval to Individual Members of the Interval Platinum and Interval Gold Membership programmes, whereby said Individual Members are allowed to exchange their resort accommodation for a credit against the purchase of a cruise, tour, guided holiday, hotel stay, unique Interval Experiences adventure and more. Participation in this programme requires the payment of an exchange transaction fee, as designated by Interval, at the time the exchange is placed and a supplemental fee upon Interval's confirmation thereof. For hotel exchanges, an additional payment may be required and will be paid at the time of confirmation. The additional payment required will be based on many factors, including the number of nights confirmed, hotel selected, room type and travel dates.

**E-Plus:** Available to Individual Members, who, upon the payment of an additional fee, will have the option to retrade their original confirmed exchange accommodation subsequent to receiving a Confirmation, up to a total of three times.

#### Exact nature and content of the right(s).

A contractual right that is personal in nature and provides access to an Individual Membership programme that includes access to resort accommodation exchange services subject to availability and to the payment of applicable fees.

Interval will not provide service to underage consumers. In addition, as part of a US-based group, Interval is prohibited from doing business with persons residing in countries subject to sanctions by the United States or appearing from time to time on the US Specially Designated Nationals and Blocked Persons Lists, and the US Terrorism List ("Blocked Parties"). Provision of service is conditional on the consumer not being designated a Blocked Party.

Individual Membership in the Interval Exchange Programme is conditioned upon the continued affiliation with Interval of the resort where the Individual Member owns and such resort's adherence to Interval's standards of service, appearance, management and operation. Additionally, the member must be in good standing with the resort where he/she owns and with Interval.

In addition, the resort where the Individual Member owns must be available for occupancy as determined by Interval. A Member Resort will be listed as unavailable for occupancy until such time as Interval determines that such resort is sufficiently complete to be desirable for exchange.

#### Exact period within which the right that is the subject of the contract may be exercised and, if necessary, its duration.

The right may be exercised throughout the period of active Individual Membership. The initial membership period may range from one year to five years. The specific membership term is stated on the contract page signed by the Individual Member. After the initial period, Individual Members may renew their contract and be billed directly by Interval. Alternatively, some shared ownership traders may incorporate the Individual Membership renewal fee into certain annual fees they charge to owners of shared ownership interests at their resorts and pay such renewal fees directly to Interval. This results in these Members having their membership automatically renewed (and where applicable their Interval Gold fee or Interval Platinum fee throughout the period of their resort's affiliation to Interval. The renewal shall be subject to any reasonable variations in Interval's fees and standard terms and conditions which may be in force at the date of the renewal and which will be available on intervalworld.com.

#### Date on which the consumer may start to exercise the contractual right.

Individual Membership commences on the date upon which Interval has received and processed the Exchange Membership Contract signed both by the consumer and by Interval, together with the applicable Individual Membership fee.

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

##### Initial Individual Membership fees.

Where Individual Membership of the Interval Exchange Programme is contracted at the same time as the purchase of a shared ownership from a shared ownership trader, the initial Individual Membership fee for participation in the Interval Exchange Programme is usually arranged and paid for by the shared ownership trader.

Where membership of the Interval Exchange Programme is contracted outside of the context of a shared ownership purchase from a shared ownership trader, the following are the Individual Membership fees to be paid by the consumer:

##### Residents of the United Kingdom.

£74 for a one (1) year membership period  
£148 for a two (2) year membership period  
£189 for a three (3) year membership period  
£299 for a five (5) year membership period

##### Interval Gold fees.

£49 for a one (1) year membership period in Interval Gold  
£98 for a two (2) year membership period in Interval Gold  
£124 for a three (3) year membership period in Interval Gold  
£199 for a five (5) year membership period in Interval Gold

##### Interval Platinum fees.

£99 for a one (1) year membership period in Interval Platinum  
£198 for a two (2) year membership period in Interval Platinum  
£252 for a three (3) year membership period in Interval Platinum  
£396 for a five (5) year membership period in Interval Platinum

**Residents of the Republic of Ireland and Malta (in euros).**

€105 for a one (1) year membership period  
€210 for a two (2) year membership period  
€269 for a three (3) year membership period  
€419 for a five (5) year membership period

**Interval Gold fees (in euros).**

€67 for a one (1) year membership period in Interval Gold  
€134 for a two (2) year membership period in Interval Gold  
€169 for a three (3) year membership period in Interval Gold  
€269 for a five (5) year membership period in Interval Gold

**Interval Platinum fees (in euros).**

€114 for a one (1) year membership period in Interval Platinum  
€228 for a two (2) year membership period in Interval Platinum  
€291 for a three (3) year membership period in Interval Platinum  
€456 for a five (5) year membership period in Interval Platinum

**Individual Membership renewal fees.**

Following the period of initial enrolment, Members have the option of renewing their memberships for terms ranging from one to five years and paying their own membership renewal fees directly to Interval. Alternatively, some shared ownership traders may incorporate the Individual Membership renewal fee into certain annual fees they charge to owners of shared ownership interests at their resorts and pay such renewal fees directly to Interval. This results in these Members having their membership automatically renewed (and where applicable their Interval Gold fee or Interval Platinum fee) throughout the period of their resort's affiliation to Interval.

Where the Individual Member renews his/her Exchange Membership Contract directly with Interval, the following Individual Membership renewal fees apply:

**Residents of the United Kingdom.**

£74 for a one (1) year membership period  
£148 for a two (2) year membership period  
£189 for a three (3) year membership period  
£299 for a five (5) year membership period

**Residents of the Republic of Ireland and Malta (in euros).**

€105 for a one (1) year membership period  
€210 for a two (2) year membership period  
€269 for a three (3) year membership period  
€419 for a five (5) year membership period

**Interval Gold renewal fees.****Residents of the United Kingdom.**

£49 for a one (1) year membership period in Interval Gold  
£98 for a two (2) year membership period in Interval Gold  
£124 for a three (3) year membership period in Interval Gold  
£199 for a five (5) year membership period in Interval Gold

**Residents of the Republic of Ireland and Malta (in euros).**

€67 for a one (1) year membership period in Interval Gold  
€134 for a two (2) year membership period in Interval Gold  
€169 for a three (3) year membership period in Interval Gold  
€269 for a five (5) year membership period in Interval Gold

**Interval Platinum renewal fees.****Residents of the United Kingdom.**

£99 for a one (1) year membership period in Interval Platinum  
£198 for a two (2) year membership period in Interval Platinum  
£252 for a three (3) year membership period in Interval Platinum  
£396 for a five (5) year membership period in Interval Platinum

**Residents of the Republic of Ireland and Malta (in euros).**

€114 for a one (1) year membership period in Interval Platinum  
€228 for a two (2) year membership period in Interval Platinum  
€291 for a three (3) year membership period in Interval Platinum  
€456 for a five (5) year membership period in Interval Platinum

**Exchange fees.**

In addition, an exchange fee is payable when exchanging a shared ownership interest. Exchange fees are detailed below.

**ShortStay Exchange fees.**

An exchange fee must be submitted at the time a ShortStay Exchange Confirmation is made. ShortStay Exchange fees are detailed below.

**E-Plus fees.**

The use of E-Plus may be purchased up to five days following the issuance of an exchange Confirmation, so long as the purchase is prior to the first date of occupancy of the exchange accommodation. E-Plus fees are detailed below.

**Increase in fees.**

All fees set forth in this Standard Information Form are accurate as of 1 January 2023 and may be increased from time to time by Interval, in its sole discretion upon advance written notice to Members based on factors such as increases in costs to Interval; increases in taxes, duties or other governmental charges; exchange rate fluctuations; and other commercially reasonable considerations.

**A summary of key services available to the consumer.**

**Interval Exchange Programme:** Interval operates the Interval Exchange Programme for owners of Vacation Interests at resorts that participate in said programme. Interval does not own, operate or manage any resorts or accommodation. Participation in the Interval Exchange Programme provides Individual Members with the opportunity to exchange their occupancy rights in their Vacation Interest (generally, for periods of one week) for comparable occupancy rights for alternative accommodation on a worldwide basis at the same or another resort participating in the Interval Exchange Programme, as well as benefit from a comprehensive package of value-added products and services.

The resorts participating in the Interval Exchange Programme primarily include resorts (including, in certain cases, resorts under construction) with which Interval has an effective affiliation agreement in place, as well as resorts at which Interval continues to provide exchange services following the nonrenewal or termination of the applicable affiliation agreement.

**Getaway Programme:** Interval also offers additional holiday rental opportunities to Members at attractive rates through its Getaway Programme. This programme allows Individual Members to rent resort accommodation for a fee, plus applicable taxes, without relinquishing the use and occupancy of their Vacation Interests. Resort accommodation available through the Getaway Programme consists of seasonal oversupply of vacation ownership accommodation within the Interval Exchange Programme, as well as resort accommodation sourced by Interval for use in the Getaway Programme.

**Interval Gold and Interval Platinum:** Interval also offers Interval Gold, which is a contract ancillary to the Exchange Membership Contract and for an additional fee, through their participation in Interval Gold, Individual Members of the Interval Exchange Programme are offered year-round access to value-added benefits and services. These benefits and services vary by country of residence, but generally consist of discounts on Interval's Getaway Programme, a concierge service, a hotel discount programme and Interval Options, a service that allows Members to relinquish annual occupancy rights in their Vacation Interests for credits towards the purchase of various travel products, including cruises, tours and guided holidays. Interval Platinum is also provided under a contract ancillary to the Exchange Membership Contract for an additional annual fee and includes the benefits and services of the Interval Gold programme plus additional services such as airport lounge membership. Members are enrolled in the Interval Gold programme or in the Interval Platinum programme by shared ownership traders at the time of their purchase of a shared ownership or Vacation Interests and contracting the membership of the Interval Exchange Programme. Some Members contract their membership in one of these upgraded membership programmes directly from Interval. Renewal membership terms and procedures and responsibility for fees are generally the same as those for basic Individual Membership in the Interval Exchange Programme.

**Guest Certificates:** Interval offers its Members the opportunity to purchase Guest Certificates which enables Members to assign the use of their exchange or Getaway confirmed accommodation to a family member or a friend. There is a fee for each week assigned via a Guest Certificate, which must be paid, plus any applicable tax, when the certificate is requested. This Guest Certificate fee is in addition to the exchange fee required when the exchange request is placed. Members are expressly prohibited from selling or exchanging a Guest Certificate for cash, barter or other consideration.

**E-Plus:** For Members who wish to change their exchange accommodation subsequent to receiving a Confirmation, E-Plus is available to allow Individual Members to "retrade" their original Confirmation, up to a total of three times for different exchange accommodation and/or alternative vacation periods, upon the payment of an additional fee. E-Plus is not available for certain types of transactions, i.e. ShortStays, Getaways or Interval Options.

**Are the key services included in the costs indicated above?**

Individual Membership fees of the Interval Exchange Programme and of the Interval Gold and Interval Platinum programmes are outlined above.

**In addition to the above costs, the following sums and costs are payable by the consumer:****Exchange fees.**

To utilise the Interval Exchange Programme, an active membership of the Interval Exchange Programme is required. In addition, an exchange fee is payable to Interval. An exchange request to travel to destinations within Europe, North Africa and the Middle East attracts a domestic exchange fee. An exchange



request to all other travel destinations requires an international exchange fee.

**Exchange fees applicable to residents of the United Kingdom.**

Domestic exchange fee: £139

International exchange fee: £149

**Exchange fees for residents of the Republic of Ireland and Malta (in euros).**

Domestic exchange fee: €179

International exchange fee: €199

**ShortStay Exchange fees applicable for residents of the United Kingdom.**

1 night: £109; 2 nights: £114; 3 & 4 nights: £119; 5 & 6 nights: £124.

**ShortStay Exchange fees applicable for residents of the Republic of Ireland and Malta (in euros).**

1 night: €139; 2 nights: €149; 3 & 4 nights: €159; 5 & 6 nights: €164.

**Hotel Exchange fees.**

Residents of the United Kingdom: £79

Residents of Ireland and Malta: €99

**Getaway fees.**

For residents of the United Kingdom, Getaway fees generally vary from £130 to £1,500 depending on the resort location, size, and quality of the accommodation and time of the year.

For residents of the Republic of Ireland and Malta, Getaway fees generally vary from €179 to €1,750 depending on the resort location, size, and quality of the accommodation and time of the year.

**Guest Certificate fees.**

Residents of the United Kingdom: £39

Residents of the Republic of Ireland and Malta: €69

Up to five (5) Guest Certificates are available to Members of Interval Platinum per membership year at no additional charge. Additional Guest Certificates are available to Interval Platinum Members with the payment of the applicable Guest Certificate fee.

**E-Plus fees.**

Residents of the United Kingdom: £39

Residents of the Republic of Ireland and Malta: €44

**Occupancy taxes and utility charges**

Some jurisdictions have imposed a tax on the occupant of the resort accommodation. Additionally, some resorts impose charges for the use of electricity and other utilities. Interval endeavours to advise Members of the existence of any such charges prior to confirming an exchange or Getaway request. Please refer to Section 3 "Information on the costs" in Part 3 of this Standard information form.

**Nature and location of Codes of conduct to which Interval subscribes.**

Interval is a member of the Resort Development Organisation ("RDO"), and it adheres to RDO's Code of Ethics. RDO's Code of Ethics is posted on the Members section of rdo.org. In addition, the Code of Business Conduct and Ethics of Interval Leisure Group, Inc. applies to all Interval employees, including all executive officers and senior financial officers and directors. This Code is posted on the Corporate Governance section of ilg.com.

**Part 2.**

**General Information.**

The consumer has the right to withdraw from his/her contract without giving any reason within 14 calendar days from the conclusion of the contract or receipt of the contract if that takes place later. In cases where the exchange contract is offered together with and at the same time as the timeshare contract, only a single withdrawal period shall apply to both contracts.

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 and obligations other than those specified in the contract.

In accordance with international private law, the contract may be governed by a 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 is habitually domiciled.

**Part 3.**

The relationship between Interval and its Individual Members is governed by the documents which comprise this Exchange Membership Contract, which

include the Personal details, resort details and signatures page, the Standard information form, the Right of withdrawal form and the Terms and conditions of individual membership and exchange, a copy of which is annexed hereto and forms an integral part of this document. Those terms are also displayed on intervalworld.com, as well as in the Interval International Resort Directory and *Travel Planner*. Individual Members are advised to review the Terms and conditions of individual membership and exchange as they contain information which is more detailed than the information set forth in the Standard information form.

The terms and conditions of the Exchange Membership Contract, including, but not limited to the Terms and conditions of individual membership and Exchange are subject to the laws of England. Nothing in intervalworld.com, or in the Interval International Resort Directory and *Travel Planner* as published or amended is intended to vary the information given in this document, except where such term is expressly stated as an update to the version of the Terms and conditions of individual membership and exchange included in this document.

**1. Information about the rights acquired.**

**Exchanges:** Interval provides Members with two primary methods of exchange, Deposit First and Request First. With Deposit First, Members immediately transfer the use and occupancy of Vacation Interests at their Home Resort in return for the right to request an exchange at a different or the same resort at an alternative period of occupancy. Under this method, Members are not required to select a location or travel date at the time of deposit, but can request an exchange at any time during the period of the deposit's availability for exchange. All deposits expire two years after the occupancy date of the week deposited, unless extended by Members through the purchase of a deposit extension. With Request First, Members request an exchange prior to relinquishing the occupancy right in the Vacation Interest to the Interval Exchange Programme. Using this method, the use and occupancy of the Vacation Interest is relinquished when a Confirmation actually occurs. This method requires the member to be confirmed to an exchange and travel prior to the occupancy period of his Vacation Interest.

Each vacation ownership accommodation relinquished to the Interval Exchange Programme is assigned a trading value at the time of deposit (under the Deposit First method) or at the time of request (under the Request First method) based on multiple factors, including location, quality, seasonality, unit attributes and time of relinquishment to determine the relinquished accommodation's relative exchange value to the Interval Exchange Programme. Individual Members are offered an exchange to accommodation which is generally of comparable value to that relinquished, as set out below in more detail.

Some Individual Members also exchange their Vacation Interests with Interval on a points basis using the Request First method of exchange. In these circumstances, points are relinquished to the Interval Exchange Programme by the Individual Member, and Interval receives the accommodation from the operator of the points programme on behalf of the Individual Member.

To assist Individual Members plan their holiday, Interval's Travel Demand Index ("TDI") helps determine when the best opportunities for travel are likely to be available. The left of the chart indicates the travel dates with the greatest availability. The right of the chart indicates the travel dates with the greatest demand and, therefore, less availability. In the example below, the index indicates that the best availability historically is found during week 3. During week 39, availability will be more limited. For the TDI associated with each region, please consult the region introductions in the Interval International Resort Directory and *Travel Planner*. TDIs may also be found online at intervalworld.com.

Today, Interval's exchange network comprises 3,000+ resorts around the world. Through offices in 12 countries, Interval offers world-class products and benefits to resort clients and nearly 1.7-million-member families who are enrolled in various membership programmes.

Individual Members are advised to request their exchanges well in advance of their desired travel dates. Accommodation at peak periods is not always available through the Interval Exchange Programme. In order to occupy a week, a week must be relinquished. All weeks are submitted on a random basis. Interval has no control over the timing, location or number of weeks available to the Interval Exchange Programme. Some Individual Members may be restricted from exchanging into resorts located within the same geographical area as the resort accommodation that is being deposited with Interval. For a current list of restrictions, please refer to the full Terms and conditions of individual membership and exchange.

Exchanges are arranged on a space-available basis, taking into consideration the "Comparable Exchange" concept. Comparable Exchange attempts to parallel to the greatest extent possible the supply of and demand for the week relinquished to the Interval Exchange Programme

with the supply of and demand for the week being requested in exchange. Comparable Exchange also attempts to ensure that Members are confirmed, whenever possible, to resorts which are comparable in quality to the resort where they own.

Interval, therefore, in order to achieve its goal of providing the member with an exchange experience comparable to the one where he/she owns, assigns a priority to each request based on the following factors:

(a) The supply of and demand for, within the Exchange Programme, the vacation week deposited (Deposit First) or being offered in exchange (Request First), and for the resort where the member owns.

(b) The supply of and demand for, within the Exchange Programme, the vacation week and resort being requested in exchange.

(c) The quality, facilities and overall experience offered by the resort where the member owns as compared to the quality, facilities and overall experience of the resort being requested in exchange.

(d) When the exchange request is received by Interval, the earlier of two identical requests for the same vacation week with identical relinquishment will receive priority.

(e) The amount of time in advance of the first date of occupancy at which the vacation week is relinquished to Interval.

(f) The unit type and private sleeping capacity being relinquished as compared to the unit type and private sleeping capacity being requested. The priority established for exchange requests is based on the number of persons that the deposited or relinquished Home Resort unit will accommodate privately. The number of persons accommodated privately is generally determined on the basis of two people per private sleeping area having access to a bathroom. Such bathroom access must not interfere with the privacy of the people who occupy the unit's other private sleeping areas.

All of the above factors, with the exceptions of when the accommodation is relinquished, when a request is received and the unit type and private sleeping capacity, are constantly changing and are updated by Interval on an on-going basis.

In addition to the above, priority in the exchange Confirmation process is provided to (a) Individual Members requesting an exchange to selected Member Resorts of the Interval Exchange Programme that are owned, marketed, and/or managed

in common with the Home Resort, and (b) Individual Members who own a shared ownership interest at a Member Resort located in the geographic regions of Australia, New Zealand and/or South Africa, and are requesting an exchange to other resorts that are located in the same geographic region as the Individual Member's resort.

## 2. Information on the properties.

The properties that participate in the Interval Exchange Programme are featured and described in the Interval International Resort Directory and *Travel Planner*, which is periodically distributed to Individual Members. In addition, an electronic version of the Interval International Resort Directory and *Travel Planner* may be found at [intervalworld.com](http://intervalworld.com). Not all properties that participate in the Interval Exchange Programme are included in the Interval International Resort Directory and *Travel Planner*. The failure to picture a property in the Resort Directory and *Travel Planner*, however, does not necessarily mean that such property is not in good standing with Interval, or that its associated Individual Members are not entitled to use the exchange privilege. Likewise, the inclusion of a property in the Resort Directory and *Travel Planner* does not necessarily mean that such property is in good standing with Interval or that an associated Individual Member is entitled to use the exchange privilege. All reasonable efforts are made to ensure that published resort information is accurate. Interval, however, expressly disclaims liability in the event of omissions or errors.

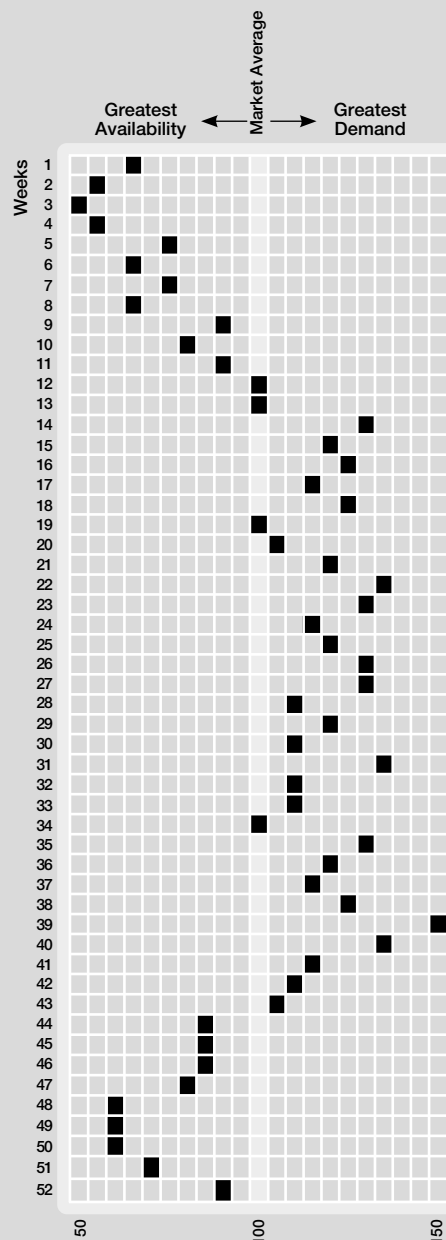
Further information may be obtained from Membership Services Department, Interval International Limited, Mitre House, 1 Canbury Park Road, Kingston upon Thames, Surrey KT2 6JX, United Kingdom.  
Email: [customerservice@intervalintl.com](mailto:customerservice@intervalintl.com). Telephone: 0344 701 7321.

## 3. Information on the costs.

Interval endeavours to provide details before an exchange or a Getaway is arranged in respect of each proposed exchange or proposed Getaway, of any additional mandatory charges for which the Individual Member is liable in respect of the exchange and which may be levied by the resort where the Individual Member is exchanging to.

Interval is reliant on shared ownership traders whose resorts are affiliated to the Interval Exchange Programme for up-to-date information on any charges that are to be levied by the resort. As part of its contractual arrangements with resorts affiliated to the Interval Exchange Programme, Interval routinely seeks to ensure

Sample travel demand index



that shared ownership traders do not impose any additional charges on exchange guests other than those that they ordinarily charge to shared ownership owners who own at their resorts.

Participation by a member in benefits or services provided by third parties may be subject to the payment of fees and charges levied by said third parties.

## 4. Information on the termination of the contract.

**Cancellation of Membership:** Individual Membership fees in the Interval Exchange Programme are refundable on a pro rata basis (based on the number of full months remaining in the applicable Membership period) upon Interval's receipt of a member's written request for cancellation of his or her Membership and a refund. Upgrade fees for Interval Gold status also are refundable on the same basis, provided, however, that the member also returns to Interval any Interval Gold Membership card(s) that he or she has received. Upgrade fees for Interval Platinum are non-refundable under any circumstances.

Individual Members are expected to adhere to all rules and regulations of the resorts into which they have been issued a confirmation as well as to Interval's Terms and conditions of individual membership and exchange. Violation



of such rules or of the Terms and conditions of individual membership and exchange may result in loss of occupancy rights at the resort into which the Individual Member has been issued a confirmation and/or the termination of Individual Membership without further obligation by Interval.

**Individual Membership in Interval 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, as well as any existing confirmations and loss of fees associated with all Memberships and confirmations held by such member.**

Membership in Interval is conditional upon the Member Resort's adherence to Interval's standards of service, appearance, management and operation. A Member Resort's failure to maintain these standards, or failure to timely renovate or construct vacation accommodation and/or amenities committed to the Exchange Programme, or failure to remain in good standing with Interval (e.g., failure to comply with contractual obligations, including the obligation to enrol purchasers and remit fees and/or the failure to comply with Interval's policies and procedures), may result in suspension or termination of the Member Resort's affiliation with Interval. A Member Resort's suspension or termination from the Exchange Programme may result in the loss of all Membership benefits, including the termination of all exchange rights under this contract for the Member.

For exchange cancellations, please refer to the exchange cancellation policy found in the Terms and conditions of individual membership and exchange.

#### **5. Additional information**

Members of the Interval Exchange Programme residing in the United Kingdom, the Republic of Ireland or Malta are serviced in the English language by contacting Interval's service centre at Mitre House, 1 Canbury Park Road, Kingston upon Thames, Surrey KT2 6JX, United Kingdom.  
Email: customerservice@intervalintl.com. Telephone: 0344 701 7321.

The website intervalworld.com is in English.

Interval is a full member of the Resort Development Organisation (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.

This pan-European Alternative Dispute Resolution Scheme has been developed in cooperation with the Chartered Institute of Arbitrators (CI Arb) in line with EEJ-net guidelines. The Independent Dispute Resolution Service (IDRS) independently administers the Scheme. Interval'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.org. Email: info@rdo.org.

#### **Important notice to consumer.**

Interval wishes to comply with all legal requirements which affect this Exchange Membership Contract. Interval will reject or return payments or agreements made other than in accordance with its understanding of the legal requirements which affect this contract. Interval will take such other steps as it may reasonably think necessary to ensure that Interval complies, as far as it is able with laws which apply to this contract.

#### **Consideration, etc.**

Interval will not accept any form of remuneration, payment, guarantee, reservation of money on account or acknowledgement of debt from the consumer or from a third party on a consumer's behalf before the end of the period during which the consumer may exercise the right of withdrawal from this contract ("the Withdrawal Period"). No Interval employee, agent or associate has Interval's authority to accept remuneration, payment, guarantee, reservation of money on account or an acknowledgement of debt from the consumer before the end of the Withdrawal Period.

No developer, shared ownership or vacation ownership trader has Interval's authority or permission to accept remuneration, payment, guarantee, reservation of money on account or an acknowledgement of debt from the consumer on behalf of Interval before the end of the Withdrawal Period.

#### **Credit card and debit card details.**

Any card details given by the consumer at the time of entering into this contract, or authorization obtained for such cards, or any authorization or checking by electronic or any other means of the consumer's card is taken in preparation for the end of the Withdrawal Period. Those details will not be used or accepted as remuneration, payment or consideration of any kind to Interval until the end of that period. Interval will not take any payment or consideration from the card issuer or from other person for this contract, before the end of the Withdrawal Period. If the consumer exercises that right of withdrawal, those card details will not be used to debit the consumer's account.

#### **Cancellation of credit card or debit card authorisation.**

The consumer has the right to cancel any credit or debit card authorisation, given in preparation for the end of the Withdrawal Period. The consumer may cancel at any time before the end of the Withdrawal Period. Credit card and debit card authorisation does not mean the consumer is indebted to Interval or any monies are reserved on the consumer's account until the end of the Withdrawal Period.

When the Withdrawal Period ends, if the consumer has not exercised the right to withdraw, Interval will use those details in accordance with the law to take payment.

Nothing in this Exchange Membership Contract is intended to amount as a waiver of the consumer's statutory rights in relation to this Exchange Membership Contract.

## Terms and conditions of individual membership and exchange.

### Interval International, Inc.

Interval International, Inc. is a Florida corporation offering an exchange service for use by its Members and, in certain circumstances, other travel and leisure benefits (the "Exchange Programme"). In Europe, the Middle East, Africa and Asia Pacific, Interval International Limited of Mitre House, 1 Canbury Park Road, Kingston upon Thames, Surrey KT2 6JX, United Kingdom ("II") provides the Exchange Programme and other services under licence from Interval International, Inc. II's and Interval International, Inc.'s parent company, Interval Holdings, Inc. is an indirect subsidiary of Marriott Vacations Worldwide Corporation ("MVW"), a Delaware Corporation.

These terms and conditions apply to all who make use of the Exchange Programme or services provided by II and, together with any additional terms contained on the Exchange Membership Contract, where applicable, set out the terms of each Member's contract with II. Additional terms and conditions may apply where a Member makes use of services offered online at intervalworld.com. In addition, certain of the travel and leisure benefits made available to Members may be offered by third-party providers and, in such instances, may be subject to terms and conditions imposed by said third-party providers. The obligations of II, pursuant to these terms and conditions, may be performed by II, its authorised representatives or designated licencees.

### Definitions.

1. "**Club Interval Gold**" refers to the benefits package available to Individual Members at Member Resorts participating in the Club Interval programme upon payment of the applicable Club Interval Gold membership fee. Club Interval Gold provides Members with the benefits of Interval Gold, including participation in ShortStay Exchange and Interval Options, plus participation in Club Interval.
2. "**Club Interval Points**" means the symbolic currency utilised by Club Interval to value the Member's Home Resort accommodation and the accommodation requested by the Member from the Exchange Programme, as well as other alternative accommodation requested through the Interval Options Programme.
3. "**Collection Points**" means the currency into which a Member's Preferred Residences Member Resort accommodation is converted upon relinquishment. Each Member's Collection Points are held in his or her "Collection Points Account" until such time as they are used through the issuance of a Confirmation or they expire.
4. "**Confirmation**" means a written or electronic acknowledgement from II that a request for accommodation has been fulfilled.
5. "**Exchange Membership Contract**" means the Exchange Membership Contract form signed by an individual to become a Member of II.
6. "**Fixed Time**" means that the Vacation Interest is for a specific time period each year.
7. "**Floating Time**" means that the Vacation Interest is not for a specific time period and may vary from year to year. Floating Time accommodation is subject to the Home Resort's own reservation system and operating procedures.
8. "**Home Resort**" means the resort at which the Individual Member owns a Vacation Interest. When the Individual Member owns a Vacation Interest at more than one resort, the term "Home Resort" is used to identify the resort at which a unit week or its equivalent in points is being relinquished to effectuate an exchange.
9. "**Host Resort**" or "**Host Accommodation**" means the resort into which the Individual Member has been issued a Confirmation (including Flexchange, ShortStay Exchange and Getaway Confirmations as well as E-Plus retrades).
10. "**Individual Member**" or "**Member**" means a person, persons or entity who owns a Vacation Interest at a Member Resort and who, by participating in the Exchange Programme, agrees to be bound by these terms and conditions of II membership and exchange as amended from time to time. An Individual Member is said to be in good standing with II and the Home Resort when the Individual Member is current in the payment of all fees and assessments prescribed by II and/or the Home Resort and is in compliance with all II and Home Resort terms and conditions then in effect.
11. "**Interval Gold**" and "**Interval Platinum**" refer to the upgraded benefits packages available to Individual Members in good standing upon payment of the applicable Interval Gold or Interval Platinum membership upgrade fee. Interval Gold or Interval Platinum status provides Members with certain additional travel and leisure benefits not available through basic membership in the II Exchange Programme.
12. "**Member Resort**" means any resort or holiday club membership programme for which a developer, homeowners' association or other third party has entered into a contract with II, pursuant to which accommodation and facilities may be made available to Members, as well as any resort for which II provides exchange services directly to its owners.
13. "**Preferred Residences Member Resort**" means any resort that previously satisfied the Preferred Residences Standards. Individual Members in good standing as a result of owning a Vacation Interest at a Preferred Residences Member Resort are enrolled in Interval Platinum and transact in the Exchange Programme using Collection Points.
14. "**Resort Directory**" or "**Travel Planner**" means II's online and print publications, respectively. Both publications include the Terms and Conditions of Individual Membership and Exchange, as well as an overview of benefits of II membership and a descriptive listing of selected Member Resorts.
15. "**Suspension**" or "**Suspended Resort**" means that a Member Resort is not in compliance with an II affiliation agreement, II policies and procedures or is not otherwise in good standing with II. While a Member Resort is suspended, processing of new memberships, membership renewals, and exchange deposits and requests and other benefits and services may be temporarily halted.
16. "**TDI**" or "**Travel Demand Index**" means the seasonal indices that are updated periodically to reflect the cycles of relative weekly demand for a specific geographic area. The TDI is a holiday-planning tool offered by II to assist Members in determining which time periods offer the best opportunities for travel to a particular region and when accommodation is most likely to be available. The TDI is not an indication of the quality or desirability of holidaying in any specific resort, geographic area or season, nor is it necessarily an indication of the availability of a particular week in the Exchange Programme.
17. "**Vacation Interest**" means the possessory rights, occupancy rights or usage rights in accommodation and related facilities for a period of time during any given year, and which rights extend for any period prescribed or allowed by applicable law for establishing a timeshare plan.

### Individual membership.

1. Member Resorts usually arrange for initial membership in II for their purchasers. These terms and conditions of Membership constitute the Member's contract with II, which is a separate and distinct contract from a Member's contract with the developer or seller of the Vacation Interest. Individual Membership commences upon II's receipt and processing of an Exchange Membership Contract and the applicable membership fee.
2. In subsequent years, Individual Members may renew their memberships directly with II, and membership in the Exchange Programme is voluntary. At all times, participation in the Exchange Programme is voluntary.
3. No developer of any Member Resort is an agent for or a joint venturer with II. II does not sell, lease or otherwise convey an interest in any real property or other form of Vacation Interest. Other than compensation and benefits that may be received by officers and directors of II from II's parent company, neither II, nor any of its officers or directors, has any direct, legal or beneficial interest in any developer or seller of any Member Resort. Related companies of II develop, own and manage certain Member Resorts as follows: Marriott Ownership Resorts, Inc. and its affiliates develop, own and manage the Marriott Vacation Club Destinations Program, as well as individual resorts and programmes under the brand names Marriott Vacation Club® and Grand Residences by Marriott®; HV Global Group, Inc. and its affiliates develop, own and manage the Hyatt Residence Club and the Hyatt Residence Club Portfolio programmes; Vistana™ Signature Experiences, Inc. and its affiliates develop, own and manage the Vistana Signature Network™, which comprises resorts under the Sheraton and Westin brands; and WHV Resort Group, Inc., (formerly known as Welk Resort Group, Inc.) and its affiliates develop, own and manage individual resorts that participate as Member Resorts.
4. Membership benefits, including, but not limited to, participation in the exchange privilege, special exchange services and various incentive programmes, will be provided so long as the Member and the Home Resort are in good standing with II. Additionally, the Member must be in good standing with the Home Resort. The use of certain benefits offered to Members owning at a Preferred Residences Member Resort requires that the Member's Interval Platinum membership be in good standing. Membership benefits, other than the exchange privilege, including certain Interval Gold, Club Interval Gold and Interval Platinum benefits, are subject

to separate terms and conditions. Said benefits, their providers and their terms of use may be changed, substituted or eliminated without prior notice. Members are not required to exchange their Vacation Interest to use any other benefits provided through the Exchange Programme, other than the exchange privilege. Members acknowledge and agree that eligibility to receive benefits associated with ownership at a Preferred Residences Member Resort shall not qualify a Member for participation in any other programme offered by Preferred Hotel Group, Inc. or any of its affiliated business entities.

5. **Membership in II is conditioned upon the Home Resort's continued adherence to II's standards of service, appearance, management and operation.** A Member Resort's failure to maintain these standards, or failure to timely renovate or construct holiday accommodation and/or amenities committed to the Exchange Programme, or its failure to remain in good standing with II (e.g., failure to comply with contractual obligations, including the obligation to enrol purchasers and remit fees, the failure to honour Confirmations and/or the failure to otherwise comply with II policies and procedures) may result in suspension or termination of the Member Resort's affiliation with II. A Member Resort's suspension or termination from the Exchange Programme may result in the loss of all or some of the membership benefits, including the exchange privilege for the resort's associated Individual Members.
6. **Representations concerning Individual Membership and the Exchange Programme are limited to materials supplied or otherwise approved by II in writing.** All other representations are not valid or binding on II. Neither II nor any of its related companies is authorized to make promises binding on any of the others, and each entity will only be responsible for the representations made in its own written materials or by its own employees or authorized representatives.
7. Not all Member Resorts are included in the Resort Directory or *Travel Planner*. The failure to picture a Member Resort in the Resort Directory or *Travel Planner*, however, does not necessarily mean that such Member Resort is not in good standing with II, or that its associated Individual Members are not entitled to use the exchange privilege. Likewise, the inclusion of a Member Resort in the Resort Directory or *Travel Planner* does not necessarily mean that such Member Resort is in good standing with II, or that an associated Individual Member is entitled to use the exchange privilege. All reasonable efforts are made to ensure that published resort information is accurate. II, however, expressly disclaims liability in the event of omission or error.
8. Members acknowledge that:
  - (a) Resort facilities, amenities and services vary by country, location and resort, and room accommodation varies in size, décor and interior detail.
  - (b) The description and amenities symbols provided in the Resort Directory or *Travel Planner* for each Member Resort are representative of the features generally available at such Member Resort. However, unit amenities and views may vary from unit to unit within a Member Resort, and II cannot guarantee specific selection of any such elements with respect to the Host Accommodation, or that all amenities will be available during any specific period of occupancy. Each Individual Member should review the Confirmation for specific information about his or her Host Accommodation.
  - (c) The exchange privilege should not be the primary reason for purchasing a Vacation Interest, and the relative demand indicated in a Travel Demand Index and assigned to any particular week should not be relied upon in determining the value of that week.
  - (d) Neither II nor any of its respective affiliates or subsidiaries is liable for any damage to, or loss or theft of personal property left in the Home Resort accommodation; nor is II or any of its related companies liable for any damage to, or loss or theft of personal property that occurs through Members' use of the Host Resort accommodation. Neither II nor any of its respective affiliates or subsidiaries is liable for any death, illness or personal or bodily injury that occurs either at the Home Resort or at a Host Resort, except to the extent that such personal or bodily injury has been caused by II's own negligence.
  - (e) Neither II nor any of its respective affiliates or subsidiaries is liable or responsible for any claim or loss incurred in connection with the purchase or ownership of a Vacation Interest.
  - (f) **II and its respective related companies make no warranty, express or implied, as to the condition, capacity, performance or any other**

**aspect of the activities, events or providers associated with the benefits or services made available to Members in connection with their participation in the Exchange Programme or in benefits and services ancillary thereto.** No inquiry has been made into such activities or events, or into the qualifications or the quality of services offered by such providers and the offering of their benefits and services does not constitute an endorsement of or recommendation for any of such benefits or services by II or any of its related companies. Each Member releases II and each of its related companies and waives his or her rights against each such party for any personal or bodily injury, death or illness that occurs during or related to such Member's participation in such benefits or services, except where such personal or bodily injury, death or illness result from II's negligence or that of any of its affiliates or subsidiaries.

- (g) **II's liability and that of any of its affiliates or subsidiaries, if any, in connection with Individual Membership and participation in the Exchange Programme, is limited to the annual membership and exchange fees paid to II by the Member.**
- (h) All rules and regulations of the Host Resort, as well as these terms and conditions, must be adhered to. Violation of such rules or these terms and conditions may result in loss of present and future occupancy rights at the Host Resort and/or the cancellation of membership without further obligation by II.
- (i) If a Vacation Interest is owned by a corporation, partnership or trust, a corporate officer, partner or trustee must be established as the primary contact or administrator to manage the membership.
- (j) Where multiple individuals are listed in a single membership record as the owners of a Vacation Interest(s), one individual and such individual's contact information must be designated as the primary contact where all Member materials, Confirmations and communications will be sent. Contact information may also be included for all other owners. In order to be associated to a single membership record, each contact's information must reference the same country of residence. II may continue to provide membership and exchange benefits for all owners listed until II receives verifiable documentation of any change of ownership of the Vacation Interest(s).
- (k) **Memberships in II may be used only for personal and noncommercial purposes. Any other use of membership benefits may result in the suspension or termination of a Member's membership and/or exchange privileges, as well as cancellation of any existing Confirmations and loss of fees associated with all II memberships and Confirmations held by such Member.**
- (l) II may, at its sole discretion, suspend or terminate a membership where the Member uses inappropriate, abusive or discriminatory behaviour in his or her interactions with any other Member or any employee of II or its Member Resorts or otherwise in his or her use of II's Community web forum or in other social media channels.
- (m) To the extent allowed by applicable law, telephone conversations between Individual Members and II employees or representatives may be recorded and/or monitored.
- (n) If II should fail or be delayed or impaired in the performance of any obligation hereunder, including, but not limited to, providing exchange accommodation, due to causes beyond the control of and without the fault or negligence of II, then II shall be excused from further performance. Such causes may include, but are not limited to, acts of God or public enemy, fire, strikes, lockout or other labour unrest, riot, explosion, civil disobedience, declared or undeclared war, revolution, insurrection, boycotts, acts of piracy, acts of terrorism, acts of public authorities, blockade, embargo, accident pandemic, epidemic or quarantine, labour shortages based on pandemics or widespread illness within a given servicing location, delays or defaults caused by public or common carriers and/or other circumstances materially impacting travel to a particular geographic region or in general.
- (o) As part of a US-based group, II is prohibited from doing business with certain entities and individuals residing in certain nationally sanctioned countries or otherwise, set forth from time to time on any list maintained by the US Department of the Treasury's Office of Foreign Assets Control (collectively, "Blocked Parties"). If II receives an Individual Membership Application from a purchaser defined as a Blocked Party, II will refuse membership for such purchaser. If an Individual Member subsequently becomes or is determined to be



a Blocked Party, II will cancel the membership without refund or other obligation.

- (p) Except as stated herein, these Terms and Conditions do not apply to accommodation associated with the hotel discount benefit made available to Members.
  - (q) Use of any automated system, scripting or any other method by a Member to secure services from II including confirming an exchange or purchasing a Getaway is prohibited. II reserves the right, at its sole discretion, to cancel any Confirmation(s) of any individual it suspects to be the result of tampering with the operation of the intervalworld.com website or otherwise in violation of these Terms and Conditions. Such actions may also result in the suspension or termination of a Member's membership and/or exchange privileges.
9. **Members acknowledge and agree to the terms of the II Privacy Policy.** Members acknowledge that II shall be entitled to utilise data associated with Individual Members for any of the following:
- (a) where necessary to provide the products and services requested by said Members;
  - (b) with regard to membership expiry and renewal;
  - (c) for II's legitimate interests in conducting its own administration, market analysis and operational reviews.
10. The sharing of Members' personal information, including contact details, to third parties including resorts, owners' associations, resort trustees, management companies, resale companies, airlines, travel providers, insurance companies and other suppliers is necessary in order for II to verify details relating to a Member's standing with the Exchange Programme and/or with said Member's Home Resort and/or to provide products and services via its trading partners in accordance with the terms of the Exchange Membership Contract.
11. Such data will be processed in accordance with applicable data protection legislation and II's instructions. II has taken reasonable steps to ensure that these third parties process and maintain your data securely and do not use your data for the purposes of marketing their own products and services to Members.
12. Unless Members have opted out of receiving such communications, II may inform them of products and services which we consider to be an integral part of their membership in II or which may otherwise enhance the membership experience and which II reasonably deems may be of interest. Such marketing may be conducted by email or telephone, including through telemarketing programmes involving solicitations through an automated system for the selection or dialling of telephone numbers, predictive dialling equipment and/or pre-recorded messages. All email or text message marketing communications will include an opportunity to opt-out of the receipt of further messages by electronic means. For further information, see our Privacy Policy.
13. Where, in addition to an exchange or Getaway accommodation confirmation, Members book travel services from third parties via the links available through intervalworld.com or through a facilitation by II, they will NOT benefit from rights applying to packages under Directive (EU) 2015/2302. Therefore, II will not be responsible for the proper performance of those additional travel services. In case of problems, Members must contact the relevant service provider.
14. Where additional travel services are booked by Members residing in the UK and in the EU via the links available through intervalworld.com or through a facilitation by II not later than 24 hours after a Confirmation has been issued by II, those travel services will become part of a linked travel arrangement. In that case II has, as required under applicable laws, protection in place to refund payments by Members to II for services not fully performed because of II's insolvency. This arrangement does not provide a refund in the event of the insolvency of the relevant service provider.
15. II has taken out insolvency protection by way of a trust account with a UK trust company, namely, First National Trustee Company (UK) Limited, company registration number 02903284, 4th Floor, 3 More London Riverside, London SE1 2AQ, England, for any monies paid directly to II. Travellers may contact this entity if the services are denied because of the insolvency of II. This insolvency protection does not cover contracts with parties other than II, which can be performed despite II's insolvency.

Directive (EU) 2015/2302, as transposed to UK national law, is available at [legislation.gov.uk/ukxi/2018/634/contents/made](http://legislation.gov.uk/ukxi/2018/634/contents/made).

16. The terms and conditions of membership with II and use of the Exchange Programme shall be construed under the laws of England. By maintaining Individual Membership in II, Members consent to the exclusive subject matter and personal jurisdiction of the courts of England. In the event of litigation between the parties, the prevailing party shall be entitled to all costs incurred, including reasonable legal fees, except where prohibited by law.
17. These Terms and Conditions of Individual Membership and Exchange, including any fees associated therewith, may be changed by II at its sole discretion. Except where expressly noted otherwise, Members will be advised of any such changes through II's regular publications or on II's website at intervalworld.com.

#### Requirements of participation in exchange.

To utilise the exchange privilege pursuant to these terms and conditions, including special exchange services, active membership in good standing must be in effect from the time a request is placed through the actual requested and/or confirmed travel dates and/or the last occupancy date of the week deposited (whichever occurs later). Further, the Home Resort must be in good standing with II, and the Home Resort accommodation must be available for occupancy as determined by II. A Member Resort will be listed as unavailable for occupancy until such time as II determines that such resort's units, amenities and facilities are sufficiently complete to be desirable for exchange. In addition, the Home Resort unit must have check-in/check-out management available on-site at the resort, must be fully equipped and furnished in accordance with II standards, and must have at least weekly maid service.

#### Exchange methods.

Generally, Members may choose either the "Request First" or the "Deposit First" exchange method to utilise the exchange service. However, both exchange methods may not be available if one or the other is not compatible with the use rules of the Home Resort. In some instances, the use rules of the Home Resort may shorten the time frames within which the Home Resort accommodation may be deposited and within which an exchange request may be placed. Members should refer to the Home Resort's use rules for additional information.

#### Request First exchange method.

1. With the Request First exchange method, Members who exchange with II based on weeks do not give up the right to occupy the Home Resort accommodation until an exchange has been confirmed. Similarly, Members who exchange with II based on points do not give up the right to their points until an exchange has been confirmed. Upon confirmation, however, all rights to the use of the Home Resort accommodation or points are immediately assigned to II.
2. Exchange requests using the Request First method may be placed up to 24 months prior to the commencement date of the week(s) being relinquished for exchange. The requested travel dates must be prior to, or the same as, the dates of the week(s) being relinquished.

#### Deposit First exchange method.

1. Under the Deposit First exchange method, when Home Resort accommodation is deposited, all rights to the use of same for the week(s) deposited are immediately assigned to II. Once a deposit is made, the deposited week(s) may not be withdrawn. Submission or confirmation of an exchange request is not required in order for II to issue a Confirmation into a deposited week or otherwise utilise such deposited week. Where permitted by the Member's Home Resort rules, a Member may use Deposit First to deposit points with II. Once the points are deposited with II by the Member, the points will remain in the Member's II account until the points are used for an exchange or the expiry date for the points, whichever occurs first. The points will not be returned to the Member's Home Resort account.
2. No fee is required to deposit holiday accommodation or points. An exchange fee, however, is required when placing an exchange request against the deposited accommodation or points.
3. Deposits must be received by II at least 60 days, but no more than 24 months, before the commencement date of the deposited week or the expiry date of the points. Flex Deposits (received by II from 59 days up until 14 days before the commencement date of the week being deposited or the expiration date of the points) also are accepted, but any exchange request placed using a Flex Deposit must be made through the Flexexchange service.

4. Upon receipt of a deposit, II will assign a deposit number, which must be utilised when placing an exchange request. Except for the flexible lengths of stay provided under II's ShortStay Exchange service and for exchange requests through Club Interval, as each is described below, an exchange may be requested for the same amount of time as that deposited. The exchange request may be placed at the same time that the deposit is made or at any time after receipt of the deposit number, but no later than the expiry date of the points or 24 months after the commencement date of the deposited week. In addition, the requested travel dates must be no earlier than 24 months before and no later than 24 months after the commencement date of the deposited week, unless the Individual Member chooses the Deposit Extension Option as defined in Paragraph 5 hereunder, if available. All standard exchange procedures (as detailed below) must be adhered to when placing a request against the deposited week or points. If a Flex Deposit was made, a request may be submitted only through the Flexchange service with travel dates no later than 24 months after the commencement date of the deposited week.
5. By using the Deposit Extension Option, Members may, upon the payment of an additional fee, extend the period in which they can utilise a particular deposit ("Redemption Window") for up to a period of one year. Any particular deposit may be extended a total of two times. The Deposit Extension Option must be exercised no later than three months after the date on which the original or extended Redemption Window expires. The extension begins on the date on which the original or extended Redemption Window expired. The exchange request placed within an extended Redemption Window must be placed through II's Flexchange service. Where permitted by the Member's Home Resort rules, the Deposit Extension Option may be used to extend the expiry date of points deposited with II. The Deposit Extension Option may not be used to extend the expiry date of Club Interval Points, Collection Points, an E-Plus Usage Window or a retrade of a Confirmation using E-Plus, or to extend the time period in which Members may request substitute accommodation pursuant to II's Exchange Cancellation Policy, or request accommodation pursuant to the redemption of an accommodation certificate. All other terms and conditions of exchange apply.
6. ShortStay Exchange ("ShortStay Exchange") is an exchange service offered by II to members in good standing with the Interval Gold, Club Interval Gold and Interval Platinum membership programmes, in which, upon payment of the appropriate fee and any applicable tax, Members can be confirmed to resort accommodation for periods of less than seven days. Members who exchange with II based on the relinquishment of a week may secure up to two ShortStay Exchange Confirmations for resort accommodation of equal or lesser size than the Home Resort accommodation relinquished by the Member. Members who exchange with II based on the relinquishment of points (i.e., those who own Vacation Interests that are points-based, including Club Interval Gold members who have relinquished their week to receive Club Interval Points or Members who have relinquished a week to receive Collection Points) may confirm as many ShortStay Exchange Confirmations as their available points will allow. A ShortStay Exchange Confirmation will not be issued until the availability of the Home Resort unit week or availability of the required number of points is verified. Public holiday, summer and other highly demanded travel periods usually will not be available through ShortStay Exchange. II's Exchange Cancellation Policies do not apply to ShortStay Exchange Confirmations. A cancellation of a ShortStay Exchange Confirmation results in the loss of the Home Resort unit week or points relinquished, as well as the exchange fee paid to secure such Confirmation. All other terms and conditions of the Exchange Programme apply to this exchange service, except as noted to the contrary above.

7. The Deposit First and/or the ShortStay Exchange methods may not be available to owners at some Member Resorts because of the resort's internal reservation procedures.

#### Club Interval exchange method and Club Interval weekly points values.

1. Club Interval ("Club Interval") is the points-based exchange overlay that allows participating Club Interval Gold Members to deposit their Fixed Time and/or Floating Time Home Resort accommodation with II in exchange for Club Interval Points.
2. To be eligible to participate in Club Interval, a person must own or purchase an "Eligible" Vacation Interest. A Vacation Interest is deemed "Eligible" if II and the developer or the association of the applicable Member Resort have agreed to such Vacation Interest's participation in the Club Interval Programme.
3. Once an owner of a Vacation Interest is enrolled in Club Interval, the owner's membership with II becomes a Club Interval Gold membership, and all Vacation Interests owned by such person, both Eligible Vacation Interests and other Vacation Interests, are included in such membership account, although only Eligible Vacation Interests will be allowed to be deposited in exchange for Club Interval Points. Notwithstanding the foregoing, where a Club Interval Gold Member owns a Vacation Interest at a Member Resort participating in a corporate membership programme, as well as an Eligible Vacation Interest, said Club Interval Gold Member must maintain his or her Club Interval Gold membership, separate and distinct from his or her participation in the corporate membership programme.
4. As to Eligible Vacation Interests, upon the deposit of accommodation with II, the Club Interval Gold Member may elect to receive an allotment of Club Interval Points, and will have the opportunity to participate in points-based exchange. As it relates to all other Vacation Interests owned by such Member, as well as any deposits of accommodation associated with Eligible Vacation Interests that the Member chooses not to convert to Club Interval Points, the Member will continue to participate in the Exchange Programme based on the relinquishment of weeks and as discussed under the aforementioned sections entitled "Request First Exchange Method" and "Deposit First Exchange Method".
5. Under Club Interval, once the Home Resort accommodation is deposited, all rights to the use of same for the week(s) deposited are immediately assigned to II. Once a deposit is made, the deposited week(s) may not be withdrawn. The number of Club Interval Points that will be allotted to a Club Interval Gold Member based on his or her deposit of a unit week and election to convert it to Club Interval Points shall be determined based on the Club Interval Weekly Points Values chart, which is established by II, from time to time, at its sole discretion upon publication on II's website, intervalworld.com. The current Club Interval Weekly Points Values chart is shown below.
6. The actual number of Club Interval Points that will be allocated and placed in the Member's Club Interval Points account is dependent upon multiple factors, such as the relative weekly demand for the relinquished accommodation as expressed by the TDI value designation applicable to the relinquished accommodation's geographic area; the Resort Recognition tier of the relinquished accommodation; unit-specific attributes, such as the size of the unit, private sleeping capacity and kitchen facilities; as well as the amount of time in advance of the first date of occupancy the accommodation is relinquished to II as described below:
  - (a) Accommodation related to a Vacation Interest that is deposited 120 days or more in advance of the first date of occupancy will be allotted

Club Interval Weekly Points Values\*

Travel Demand Index Range	Four Bedroom Full Kitchen Sleeps 10 Privately	Three Bedroom Full Kitchen Sleeps 8 Privately	Two Bedroom Full Kitchen Sleeps 6 Privately	One Bedroom Full Kitchen Sleeps 4 Privately	Studio Full Kitchen Sleeps 2 Privately	Hotel Room No Kitchen Sleeps 2 Privately
135 – 150	123,750 – 181,500	101,250 – 148,500	78,750 – 115,500	67,500 – 99,000	45,000 – 66,000	40,500 – 59,375
115 – 130	103,125 – 151,250	84,375 – 123,750	65,625 – 96,250	56,250 – 82,500	37,500 – 55,000	33,750 – 49,500
90 – 110	82,500 – 121,000	67,500 – 99,000	52,500 – 77,000	45,000 – 66,000	30,000 – 44,000	27,000 – 39,625
65 – 85	61,875 – 90,750	50,625 – 74,250	39,375 – 57,750	33,750 – 49,500	22,500 – 33,000	20,250 – 29,750
50 – 60	41,250 – 60,500	33,750 – 49,500	26,250 – 38,500	22,500 – 33,000	15,000 – 22,000	13,500 – 19,750

\*Points values are ranges, and are subject to modification by II from time to time.

100 per cent of the Club Interval Weekly Points Value attributed to the deposited unit week.

- (b) Accommodation related to a Vacation Interest that is deposited from 119 to 60 days in advance of the first date of occupancy will be allotted 75 per cent of the Club Interval Weekly Points Value attributed to the deposited unit week.
  - (c) Accommodation related to a Vacation Interest that is deposited from 59 to 30 days in advance of the first date of occupancy will be allotted 50 per cent of the Club Interval Weekly Points Value attributed to the deposited unit week.
  - (d) For accommodation related to a Vacation Interest that is deposited from 29 to 14 days in advance of the first date of occupancy will be allotted 25 per cent of the Club Interval Weekly Points Value attributed to the deposited unit week.
  - (e) Accommodation related to a Vacation Interest with occupancy commencement dates of 13 days or less prior to the date of deposit will not be accepted.
  - (f) The Club Interval Points provided based on each deposit of Home Resort accommodation have an expiry date of two years from the last date of the deposited accommodation's occupancy.
7. In any exchange transaction in which a Confirmation is issued for Host Accommodation requiring fewer Club Interval Points than those currently in a Club Interval Gold Member's Club Interval Points account, the Club Interval Points having the earliest expiry dates shall be deducted from the Club Interval Gold Member's Club Interval Points account first. Unused Club Interval Points will remain in the Club Interval Gold Member's Club Interval Points account for future use prior to their expiry date.
  8. Club Interval Points from multiple deposits may be aggregated and redeemed cumulatively in any exchange transaction so long as none of the Club Interval Points used expire prior to the last date of occupancy of the requested accommodation.
  9. The Club Interval Weekly Points Values chart also represents the number of points that must be relinquished to secure the Confirmation of accommodation in one-week increments. For Confirmations of shorter stays of one to six days available through the ShortStay Exchange service, the required number of Club Interval Points will be derived from the Club Interval Weekly Points Values, but will vary based upon day of the week on which occupancy occurs. Each night of a Sunday-to-Thursday stay requires approximately 10 per cent of the points required for the corresponding full-week stay; each Friday or Saturday stay requires approximately 25 per cent.
  10. All other terms and conditions of the Exchange Programme apply to this exchange service, except as noted to the contrary above.

#### Collection Points.

1. The Collection Points Weekly Values chart below represents the currency value assigned to each deposited week of accommodation from a Preferred Residences Member Resort, as well as the Collection Points required to make an exchange to Host Accommodation, and is subject to modification by II from time to time. The Collection Points Weekly Values chart also represents the number of points that must be relinquished to secure the Confirmation of accommodation in one-week increments. For Confirmations of shorter stays of one to six days available through the ShortStay Exchange service, the required number of Collection Points will be derived from the Collection Points Weekly Values, but will vary based upon the day of the week on which occupancy occurs. Each night of a Sunday-to-Thursday stay requires approximately 10 per cent of the points required for the corresponding full-week stay; each Friday or Saturday stay requires approximately 25 per cent.

2. Upon receipt of a deposit, where allowed by the rules of the Home Resort, II will convert the deposited accommodation to Collection Points. The number of Collection Points that will be allocated and placed in the Member's Collection Points Account is dependent upon the amount of time in advance of the first date of occupancy the accommodation is relinquished to II as described below:
  - (a) Accommodation related to a Vacation Interest that is deposited at least 60 days or more in advance of the first date of occupancy will be allotted 100 per cent of the Collection Points Value.
  - (b) Accommodation related to a Vacation Interest that is deposited from 59 to 30 days in advance of the first date of occupancy will be allotted 75 per cent of the Collection Points Value.
  - (c) Accommodation related to a Vacation Interest with occupancy commencement dates of 29 days or less prior to the date of deposit will not be accepted.
3. Collection Points from multiple deposits may be aggregated and redeemed cumulatively in any exchange transaction so long as none of the Collection Points used expire prior to the last date of occupancy of the requested accommodation.
4. In any exchange transaction in which a Confirmation is issued for Host Accommodation requiring fewer Collection Points than those currently in a Member's Collection Points Account, the Collection Points having the earliest expiry dates shall be deducted from the Member's Collection Points Account first. Unused Collection Points will remain in the Member's Collection Points Account for future use prior to their expiry date.
5. When a Member makes a request using the Request First exchange method, II will determine the number of Collection Points available from the Home Resort accommodation being relinquished in accordance with the Collection Points Weekly Values chart. Such Collection Points may then be used by the Member to place a request for Host Accommodation.
6. All Collection Points expire 24 months from the commencement date of the week on which they are based.
7. All other terms and conditions of the Exchange Programme apply to the use of Collection Points, except as noted to the contrary above.

#### General exchange procedures and priorities.

1. (a) Vacation Interests, available for occupancy as determined by II, may be relinquished to II in one-week increments. Generally, owners of Floating Time Vacation Interests must first contact their Home Resort to secure a specific unit and time period at their Home Resort or to otherwise verify their eligibility to exchange prior to making a deposit.
  - (i) Where the Home Resort has previously deposited accommodation on behalf of the Members, the Member must contact the Home Resort and request that a reservation or deposit number be assigned to him or her. The reservation information must then be submitted to II by the Home Resort.
  - (ii) Owners whose Vacation Interests are evidenced by points may contact II to place an exchange request using the Deposit First exchange method, if permitted by the Home Resort rules, or the Request First exchange method, but a Confirmation will not be issued until availability of the required number of points is verified through the Home Resort.
- (b) Regular exchange requests, whether using the Deposit First or Request First method, must be received by II at least 60 days in advance of the commencement date of the earliest week requested.
- (c) For exchange requests made less than 60 days prior to the travel date requested, Flexchange is a service in which holiday exchange requests

Collection Points Weekly Values					
Travel Demand Index Range	Studio	1-Bedroom	2-Bedroom	3-Bedroom	4-Bedroom 5-Bedroom
135 – 150	5,200 – 5,720	9,000 – 9,900	14,500 – 15,950	20,000 – 22,000	25,000 – 27,500
115 – 130	4,400 – 4,840	7,000 – 7,700	11,500 – 12,650	17,000 – 18,700	21,000 – 23,100
90 – 110	3,600 – 3,960	5,400 – 5,940	9,000 – 9,900	14,000 – 15,400	17,000 – 18,700
65 – 85	2,800 – 3,080	4,200 – 4,620	7,000 – 7,700	10,500 – 11,550	12,500 – 13,750
50 – 60	2,000 – 2,200	3,000 – 3,300	4,000 – 4,400	6,000 – 6,600	8,000 – 8,800



may be submitted by telephone or via the internet at intervalworld.com and an instant confirmation received from 59 days up until 24 hours in advance of the travel dates desired. If a Flex Deposit has been made, the exchange request must be made through the Flexexchange service. Available Host Accommodation for the date requested will be offered, and a Confirmation will be instantly issued if one of these availabilities is accepted at the time of the offer. Public holiday, summer and other highly demanded weeks usually are not available through Flexexchange.

- (d) Regardless of the method used, once an exchange request is submitted, it may be cancelled only if notice of cancellation is received by II prior to Confirmation of the request. Once issued, a Confirmation may be cancelled only in accordance with one of II's Exchange Cancellation Policies, as described in Paragraphs 8 and 9 of this section.
  - (e) Points (including Club Interval Points and Collection Points) are not charged or deemed used until an exchange has been confirmed. However, a Member may not utilise the same points for more than one exchange request at a time. For a Club Interval or Collection Points Confirmation to be issued, the number of Club Interval Points or Collection Points required will be based on the Host Accommodation being requested in accordance with the Club Interval Weekly Points Values or the Collection Points Values charts. Once a points-based Confirmation has been issued, the Member will be deemed to have used the number of points applicable to such Confirmation, and such points will no longer be available to that Member, unless the Confirmation is cancelled in accordance with one of II's Exchange Cancellation Policies as described in Paragraphs 8 and 9. Where a given exchange request is not confirmed, no points will be subtracted from the Member's account.
2. To submit a valid exchange request, a minimum of three different resorts and one time period, three different time periods and one resort or two resorts and two time periods must be requested. Members may be confirmed into any resort or time period requested.
  3. (a) For those Members exchanging with II based on the deposit or relinquishment of a unit week, the Member may request to travel with a number of people equal to the maximum occupancy of the accommodation deposited or to be relinquished, provided that the number of people travelling does not exceed the standard travelling party size associated with each unit type as follows: hotel, studio or efficiency unit – two persons; one-bedroom unit – four persons; two-bedroom unit – six persons; three-bedroom unit – eight persons; four-bedroom unit – 10 persons. Confirmations may be made into any unit that will accommodate the number of people in the Member's travelling party, even where the Home Resort accommodation deposited or relinquished can accommodate a greater number of people. For example, if a Member relinquishes a two-bedroom unit that accommodates six people, but is travelling with only four people, he or she may be confirmed into either a two-bedroom or one-bedroom unit. In all instances, exchange opportunities are enhanced by accepting any unit that will accommodate the number of people travelling.
  - (b) Notwithstanding the foregoing, from time to time, based upon availability, a Member may be upgraded to a unit type with a greater maximum occupancy than that of the Home Resort accommodations, subject to the payment of an additional fee, plus any applicable tax, per each step- up in unit size over the Home Resort unit size. For example, where the Home Resort accommodation are in a one-bedroom unit size and the Member chooses to upgrade to a three-bedroom unit size, the Member will be required to pay two (2) unit-size upgrade fees, plus any applicable taxes. A unit-size upgrade received in connection with a Flexexchange Confirmation does not require the payment of a unit-size upgrade fee. Upgrades may be confirmed with an instant confirmation or requested during the pending request process by agreeing to pay the applicable upgrade fee(s), if a larger unit is ultimately confirmed. The purchase of a unit-size upgrade may only be cancelled if the Confirmation is cancelled within the first 24 hours after the exchange request has been confirmed. In such instance, the unit-size upgrade fee will be refunded with the exchange fee.
  4. Exchanges are arranged on a space-available basis, taking into consideration the "Comparable Exchange" concept explained in Paragraphs 13 and 14 of this section. Neither II nor any developer or marketer can guarantee the fulfilment of a specific request, as weeks

are received on a periodic basis throughout the year. Generally, II does not control the timing, location or number of weeks available to the Exchange Programme.

5. Members may be restricted from exchanging into certain resorts located within the same geographical area as the Home Resort accommodation that is being deposited or relinquished. There are currently such restrictions in Aruba; Branson, Missouri; Cabo San Lucas, Mexico; Gatlinburg/Pigeon Forge, Tennessee; Guatemala; Hawaii (the Big Island); Hilton Head, South Carolina; Kauai, Hawaii; Lake Tahoe, California; Las Vegas, Nevada; Mazatlán, Mexico; Marco Island, Florida; Okaloosa and Walton County, Florida; Orlando/Kissimmee, Florida; Palm Desert, California; Palm Springs, California; Phuket, Thailand; Riviera Maya, Mexico; Riviera Nayarit, Mexico; St. Maarten; Summit County, Colorado; and Williamsburg, Virginia. Generally, this restriction does not apply to Members requesting an exchange to Member Resorts under common ownership or management with the Home Resort. Additional geographic areas may be restricted in the future. Members affected by any future restrictions will be advised via II's regular publications.
6. Only II can confirm holiday exchange requests, and only II Confirmations are valid. II will attempt to confirm a request until 48 hours before the latest travel dates requested; however, beginning on the 29th day prior to the latest travel dates requested, II will contact the Member by telephone in order to obtain acceptance by the Member prior to issuing a Confirmation.
7. (a) For Members who wish to change their Host Accommodation subsequent to receiving a Confirmation, but without cancelling their Confirmation, E-Plus is available to allow Individual Members to "retrade" their original Confirmation, up to a total of three (3) times, upon the payment of an additional fee. **The use of E-Plus may be purchased at any time commencing at the time an exchange request is initially placed and continuing up to 14 days following the issuance of a Confirmation, so long as the purchase is prior to the first date of occupancy of the Host Accommodation and the Host Resort is in good standing with II. E-Plus may be used to secure up to three (3) retrades of the Member's Host Accommodation and/or holiday periods, at any time up to 12 months after the first date of occupancy of the Host Accommodation associated with the original Confirmation (the "E-Plus Usage Window").** Once established, the E-Plus Usage Window does not change upon any subsequent retrade.
- (b) When transacting an E-Plus retrade, the Member may view available Host Accommodation and an E-Plus retrade will be instantly issued if the desired accommodation is available at the time the retrade is initiated. The pending request process may not be used with E-Plus. Retrade requests may be made online or by telephone.
- (c) (i) When the Member transacts an E-Plus retrade 60 days or more from the first date of occupancy of the original Confirmation or, if applicable, previously issued retrade, they will be entitled to select available accommodation with travel dates any time up to the expiration of the E-Plus Usage Window.
- (ii) When the Member requests an E-Plus retrade 59 days to 14 days prior to the first date of occupancy of the original Confirmation or, if applicable, initial retrade, the Member may only select from accommodation that has occupancy dates commencing up to 60 days after the first date of occupancy of the original Confirmation or previously issued retrade. Any subsequent retrade request may only be for Host Accommodation with occupancy dates 60 days or less prior to the first date of occupancy of the current retrade.
- (iii) E-Plus may not be used to change Host Accommodation less than 14 days prior to the first date of occupancy of the current Host Accommodation.
- (d) For E-Plus retrades where points (inclusive of Club Interval Points and Collection Points) were relinquished for the original Confirmation:
  - (i) Where the number of points required for the retrade is equal to or less than the number of points required for the original Confirmation or, if applicable, previously issued retrade, no points will be returned to the Member's II account, Club Interval Points account or Collection Points account.
  - (ii) Where the number of points or Club Interval Points required for the retrade is greater than the amount relinquished for the original Confirmation or, if applicable, previously issued retrade, the Member

will be required to relinquish the additional points needed. A retrade will not be confirmed until the availability of the required number of points is verified by the Home Resort.

- (e) Only one purchase of E-Plus may be made as to any particular Confirmation.
- (f) E-Plus may not be purchased for use with a ShortStay Exchange Confirmation, an Interval Options Confirmation or with respect to the purchase of accommodation through the Getaway Programme.
- (g) E-Plus may not be used to secure a retrade where the Host Accommodation has become unavailable for occupancy for any reason.
- (h) E-Plus may not be available to owners at some Member Resorts because of the Home Resort's internal rules.
- (i) II's Exchange Cancellation Policies do not apply to an E-Plus retrade.

8. II Exchange Cancellation Policy — Other than Club Interval Points–Based Exchange Confirmations:

- (a) The only circumstances under which a Member using the Exchange Programme may lose the use and occupancy of the Home Resort accommodation or relinquished points (including Preferred Points) without being provided Host Accommodation are if a Member: (i) using the Deposit First method of exchange fails to submit a valid exchange request within the time periods specified; (ii) using the Deposit First method of exchange requests accommodation that is not available and fails to accept any alternate locations and/or time periods offered; (iii) cancels a Confirmation seven days or more prior to the first date of occupancy of the Host Accommodation being cancelled and fails to request substitute accommodation in accordance with II's Exchange Cancellation Policy; (iv) cancels a Confirmation less than seven days prior to the first date of occupancy of the Host Accommodation being cancelled; (v) cancels or loses the use of a Confirmation, at any time, due to the threatened or actual damage or destruction of the Host Accommodation; (vi) cancels a Confirmation for substitute Host Accommodation that was previously issued to the Member under II's Exchange Cancellation Policy; or (vii) where the use of the Home Resort accommodation by II is lost or impaired due to circumstances beyond II's control.
- (b) Under II's Exchange Cancellation Policy, a Member may be entitled to cancel a Confirmation where the Confirmation is issued seven days or more prior to the first date of occupancy. In order to cancel a qualified Confirmation, the Member must notify II of his or her desire to cancel such Confirmation within the first 24 hours after the exchange request has been confirmed. In the event that the Member has used the Deposit First method of exchange, the Member's exchange fee will be refunded, and the deposit will revert to a status such that the Member may redeem such deposit at a future time to place another exchange request. If the Member has used the Request First method of exchange, the Member's exchange fee will be refunded, and the right to occupy the Home Resort accommodation shall revert to the Member.
- (c) When a Member notifies II of his or her desire to cancel a Confirmation seven days or more prior to the first date of occupancy of the Host Accommodation being cancelled, the Member will be entitled to request substitute exchange accommodation as long as the Member requests travel occurring no later than 12 months following the date on which the Member cancels said Confirmation for Host Accommodation. However, the time period in which the Member is entitled to request substitute exchange accommodation is limited, as follows:
  - (i) When a Member notifies II of his or her desire to cancel the Confirmation 60 days or more prior to the first date of occupancy of his or her Host Accommodation, the Member may request substitute exchange accommodation at any time from the date of cancellation up to 24 hours prior to the first date of occupancy of such substitute exchange accommodation.
  - (ii) Where the Member notifies II of his or her desire to cancel the Confirmation 59 days to 14 days prior to the first date of occupancy of his or her Host Accommodation, the Member may request substitute exchange accommodation 59 days to 24 hours prior to the first date of occupancy of such substitute exchange accommodation.
  - (iii) When a Member notifies II of his or her desire to cancel the Confirmation from 13 to seven days prior to the first date of occupancy of his or her Host Accommodation, the Member may request substitute exchange accommodation from limited travel destinations 30 days to 24 hours prior to the first date of occupancy of such substitute exchange accommodation.
  - (iv) II will retain the exchange fee paid initially to secure the cancelled Confirmation.

9. II Exchange Cancellation Policy — Club Interval Points–Based Exchange Confirmations:

- (a) The only circumstances under which a Club Interval Gold Member who exchanges with II based on the relinquishment of Club Interval Points may lose the use of his or her points without being provided Host Accommodation are if such Club Interval Gold Member: (i) fails to submit a valid exchange request prior to the expiration of such Club Interval Points; (ii) requests accommodation that is not available and fails to accept any alternate locations and/or time periods offered prior to the expiration of the Club Interval Points; (iii) cancels or loses the use of a Confirmation, at any time, due to the threatened or actual damage or destruction of the Host Accommodation; or (iv) where the use of the Eligible Vacation Interest on which such Club Interval Points were issued is lost or impaired due to circumstances beyond II's control.
- (b) Under II's Exchange Cancellation Policy for Club Interval Points–Based Exchange Confirmations, a Club Interval Gold Member is entitled to cancel a Confirmation by notifying II of his or her desire to cancel such Confirmation within the first 24 hours after the exchange request has been confirmed. In such instance, the Club Interval Points utilised for the Confirmation are restored to the Member's II account and any exchange fee paid that is associated with the cancelled Confirmation is refunded.
- (c) When a Club Interval Gold Member notifies II of his or her desire to cancel a Confirmation one day or more prior to the first date of occupancy of the Host Accommodation being cancelled, the Member will receive a percentage of Club Interval Points utilised for the Confirmation refunded, as follows:
  - (i) When a Club Interval Gold Member notifies II of his or her desire to cancel the Confirmation 120 days or more prior to the first date of occupancy of his or her Host Accommodation, the Club Interval Gold Member will receive a refund of 100 per cent of the Club Interval Points utilised.
  - (ii) When a Club Interval Gold Member notifies II of his or her desire to cancel the Confirmation from 119 days to 60 days prior to the first date of occupancy of his or her Host Accommodation, the Club Interval Gold Member will receive a refund of 75 per cent of the points utilised.
  - (iii) When the Club Interval Gold Member notifies II of his or her desire to cancel the Confirmation from 59 days to 30 days prior to the first date of occupancy of his or her Host Accommodation, the Club Interval Gold Member will receive a refund of 50 per cent of the points utilised.
  - (iv) When the Club Interval Gold Member notifies II of his or her desire to cancel the Confirmation from 29 days to one day prior to the first date of occupancy of his or her Host Accommodation, the Club Interval Gold Member will receive a refund of 25 per cent of the points utilised.
  - (v) II will retain the exchange fee paid initially to secure the cancelled Confirmation.
- 10. (a) Notwithstanding the foregoing Paragraphs 8 and 9, no Member may request substitute exchange accommodation or any refund of points, Club Interval Points or Collection Points where such Member has cancelled or has lost the use of a Confirmation as a result of the Host Accommodation being damaged or destroyed or where such damage or destruction is imminent. II reserves the right to deny a Member substitute exchange accommodation under II's Exchange Cancellation Policies where such Member has received compensation for his or her cancelled exchange accommodation pursuant to travel insurance or otherwise.

- (b) In all instances that a Member requests substitute exchange accommodation pursuant to II's Exchange Cancellation Policies the Member will be entitled to request substitute Host Accommodation comparable in quality to the Home Resort accommodation.
  - (c) The date the Member cancels will be deemed the new date of relinquishment in determining a priority with respect to Paragraph 14(e) below.
  - (d) No request for substitute exchange accommodation will qualify for an internal exchange priority as it relates to Paragraph 15 hereunder.
  - (e) Where a request for substitute exchange accommodation is allowed under either of II's Exchange Cancellation Policies, the Member will be required to pay an additional exchange fee at the time he or she requests substitute exchange accommodation.
  - (f) **II's Exchange Cancellation Policies do not apply to ShortStay Exchange Confirmations, E-Plus retrades, Getaway Confirmations or Interval Options Confirmations. A cancellation of a ShortStay Exchange Confirmation or Interval Options Confirmation results in the loss of the Home Resort unit week or points relinquished.**
11. **Irrespective of the calendar followed by the Home Resort, Members may be confirmed into a resort with weekly time periods beginning on any day of the week.**
  12. Any week not confirmed by II to a Member will be used by II for general commercial purposes.
  13. The Exchange Programme is based upon the "Comparable Exchange" concept. Comparable Exchange attempts to parallel to the greatest extent possible the supply of and demand for the holiday period relinquished to the Exchange Programme with the supply of and demand for the holiday period being requested in exchange. Comparable Exchange also attempts to ensure that Members are confirmed, whenever possible, to resorts that are comparable in quality to the Home Resort.
  14. II, therefore, in order to achieve its goal of providing the Member with an exchange experience comparable to that which the Home Resort provides, assigns a priority to each request based on the following factors:
    - (a) The supply of and demand for, within the Exchange Programme, the holiday period deposited (Deposit First) or being offered in exchange (Request First) and the Home Resort.
    - (b) The supply of and demand for, within the Exchange Programme, the holiday period and Member Resort being requested in exchange.
    - (c) The quality, facilities and overall experience offered by the Home Resort as compared to the quality, facilities and overall experience of the Member Resort being requested in exchange. This is based on evaluation forms received from exchange guests to the Home Resort, resort inspections and evaluations, and other information received by II regarding the Home Resort.
    - (d) When the exchange request is received by II. The earlier of two identical requests for the same holiday period with identical relinquishment will receive priority.
    - (e) The amount of time in advance of the first date of occupancy that the Home Resort holiday period is relinquished to II.
    - (f) The unit type and private sleeping capacity being relinquished as compared to the unit type and private sleeping capacity being requested. The priority established for exchange requests is based on the number of persons that the deposited or to-be relinquished Home Resort unit will accommodate privately. The number of persons accommodated privately is generally determined on the basis of two people per private sleeping area having access to a bathroom. Such bathroom access must not interfere with the privacy of the people who occupy the unit's other private sleeping areas. All of the above factors, with the exceptions of when the Home Resort accommodation is relinquished, when a request is received, and the unit type and private sleeping capacity, are constantly changing and are updated by II on an ongoing basis. Not all of the factors described above are applicable to points-based exchanges (or, alternatively, have already been taken into account in the development of the Club Interval Weekly Points Values and Collection Points Weekly Values charts).
  15. In addition to the above, priority in the exchange confirmation process may be provided to:
    - (a) Members requesting an exchange to selected Member Resorts that are owned, or in certain instances branded, marketed and/or managed in common with the Home Resort, and
    - (b) Members who own a Vacation Interest at a Member Resort located in the geographic regions of Australia, New Zealand and/or South Africa, and are requesting an exchange to other Member Resorts that are located in the same geographic region as the Member's Home Resort.
  16. **Confirmations and their associated Host Accommodations, including, without limitation, those made available as part of the Getaway program, may be used only for personal and noncommercial purposes.** Members are expressly prohibited from exchanging or renting the Host Accommodation, including, but not limited to, offering the Host Accommodation for sale or rent to third parties through the use of a Guest Certificate or otherwise. Failure to use the Host Accommodation will not entitle Members to use the Home Resort accommodation for the period relinquished. Confirmations are issued only in the name of the Member placing the exchange request, and Host Accommodation may be used only by the Member and accompanying guests, unless a Guest Certificate is obtained from II. There is a fee for each Confirmation assigned via a Guest Certificate, which must be paid, plus any applicable tax, when the certificate is requested. This Guest Certificate fee is in addition to the exchange fee required when the exchange request is placed. Notwithstanding the foregoing, Interval Platinum Members are eligible to request up to five (5) Guest Certificates per membership year without the payment of a Guest Certificate fee. Additional certificates are available to Interval Platinum Members with the payment of a Guest Certificate fee. **Guest Certificates may only be obtained for personal or noncommercial purposes. Failure to secure a Guest Certificate where required for a guest of the Member when the Member does not plan to occupy the Host Accommodation (including instances where the Member has been issued Confirmations for multiple units having the same travel dates at the same Member Resort) or obtaining Guest Certificates that are used for commercial purposes may result in termination of the membership and cancellation of any existing Confirmations, including those with future travel dates. Guests of Members who arrive at a Host Resort without a Guest Certificate will be denied access to the accommodation until the Member has purchased a Guest Certificate from II.**
  17. The Member is responsible for the acts and omissions of the individuals occupying the Host Accommodation, including any loss or damage to the Host Resort or the Host Accommodation. Individuals under the age of 21 are not eligible to receive a Guest Certificate. Additionally, the issuance of a Guest Certificate and the use of the Host Accommodation are subject to any restrictions or limitations that may be imposed by the Host Resort. Members are expressly prohibited from selling or exchanging a Guest Certificate for cash, barter or other consideration. In the event that any of the above terms are breached, II reserves the right to revoke the Guest Certificate, cancel the underlying Confirmation and terminate the membership without further obligation by II.
  18. By depositing a week or submitting an exchange request, Members represent and warrant that they have the right to use or assign the Home Resort accommodation, and that all maintenance fee assessments or similar charges have been paid through the date of the week deposited or being relinquished in exchange and the requested travel dates. **Exchange privileges may be denied if all such maintenance fee assessments or similar charges at the Home Resort have not been paid. II reserves the right to cancel any previously issued Confirmation if it subsequently receives notice that a Member has not paid any outstanding fee, assessment, or other charge in a timely fashion. A unit week or its points equivalent may not be rented, exchanged or given to any third party once it has been deposited with the Exchange Programme, while II is attempting to fulfil an exchange request or after II has issued a Confirmation. Additionally, if the Vacation Interest is sold after a unit week or its points equivalent has been deposited, while an exchange request is pending with II or after II has issued a Confirmation into a week, such sale must be subject to II's exclusive rights of use. Any action in contravention of the foregoing may subject the Member to an administrative fee, and the Member shall be responsible for all losses incurred by II or any of its affiliates or subsidiaries. Additionally, such individual's membership privileges with II may be suspended (without further obligation by II) until such time as all amounts owed have been paid in full.**



19. II reserves the right to limit the number of Confirmations, including, without limitation, those made as part of the Getaway programme, issued to a particular Member in any particular year, and to limit the number of units confirmed to a Member for any given Member Resort or for any given travel dates.

#### Special Exchange Services.

1. The Getaway Programme is a special exchange service offered by II from time to time in which resort accommodation is confirmed to Members upon payment of a fee plus any applicable tax. The resort accommodation available through the Getaway Programme includes resort accommodation that has been deposited or relinquished by Members, but is not otherwise utilised by II, and resort accommodation made available to II directly by resort developers or other third parties. The fee charged to Members by II is based primarily upon the unit size confirmed, the location of the accommodation, the occupancy date and the length of stay. To participate in the Getaway Programme, Members are not required to relinquish their Home Resort accommodation. Interval Platinum Members are afforded "priority" Getaway viewing, which allows Interval Platinum Members to view and reserve selected, newly added Getaway resort accommodation in advance of other Members, provided, however, that priority Getaway viewing does not apply to any resort accommodation 59 days or less before its initial date of occupancy. Resort accommodation will be available to all Members in good standing at that time. In certain circumstances, Members may not be confirmed through the Getaway Programme into their Home Resort or into Member Resorts that are, directly or indirectly, under common ownership or control with the Home Resort, or due to the Home Resort's internal rules, regulations or procedures.
2. (a) The Interval Options Programme is an alternative exchange service offered by II to Members of the Interval Gold, Club Interval Gold and Interval Platinum membership programmes, whereby said Members are allowed to exchange their Home Resort accommodation for a credit against the purchase of a cruise, spa or golf holiday package, or hotel reservation, as well as tours and certain other services, such as Interval Experiences. The Interval Options programme may not be available to all Interval Gold, Club Interval Gold and Interval Platinum members based on their Home Resort's internal rules, regulations or procedures.  
(b) For all Interval Options exchange requests, an exchange fee, as designated by II at the time the request is placed shall be paid. For cruise, spa, or golf vacation packages, a supplemental fee must also be paid upon II's confirmation thereof. The amount of the supplemental fee is assessed on a per-person basis and varies depending on many factors, including, but not limited to, the alternative holiday selected, the itinerary and travel dates selected, the accommodation selected and the Home Resort accommodation relinquished. For hotel exchange reservations, an additional payment may be required and will be paid at the time of confirmation. The additional payment required will be based on many factors, including the number of nights confirmed, hotel selected, room type and travel dates.  
(c) Promotional or discount coupons may not be applied toward cruises, vacation packages or hotels booked through Interval Options.  
(d) The exchange value of the Home Resort unit may not necessarily represent the fair rental value of such unit. Only one Home Resort unit may be used for each cruise, spa, or golf holiday package, or hotel reservation, regardless of the number of occupants.  
(e) An Interval Options exchange request for a cruise, spa, or golf vacation package must be placed using the Request First exchange method. All such Interval Options exchange requests must be placed at least 90 days prior to the initial occupancy date of the Home Resort accommodation relinquished for such Interval Options exchange. The initial occupancy date of the requested Interval Options exchange may be prior to, or subsequent to, the occupancy date of the Home Resort accommodation relinquished, but no later than the advanced booking date of the alternative holiday component.  
(f) An Interval Options request for a hotel exchange must be placed using the Request First exchange method at least 90 days prior to the initial occupancy date of the Home Resort accommodation relinquished for such Interval Options exchange. The hotel exchange booking date

must be at least 14 days prior to the check-in date, but no later than any advanced booking date requirement of the desired hotel or resort.

- (g) For all Interval Options exchange requests, the commencement date of the Home Resort accommodation relinquished may not be more than one year after the first occupancy date of the confirmed alternative holiday component.
3. Special exchange services may also include certain exchange incentives and Resort Accommodations Certificates that may be periodically made available to designated Members by II, at its sole discretion. Such special exchange services will be subject to specific terms and conditions, including their applicable cancellation policy.
4. II's Exchange Cancellation Policies do not apply to Getaway and Interval Options Confirmations. Any cancellation of a Getaway Confirmation results in the loss of the Getaway resort accommodation and all fees paid. Getaway fees will not be refunded under any circumstances. The exchange fee associated with an Interval Options exchange request will be refunded only if an exchange cannot be confirmed, or if cancellation of the applicable exchange request is received by II prior to Confirmation. The supplemental fee shall be refunded in accordance with the refund policies of the provider(s) of the alternative holiday component(s). Hotel exchange reservations made through a third-party distributor will be subject to the cancellation policy stated in the booking process for the specific hotel. Hotel exchange reservations made at an II sourced resort are final and nonrefundable. Once a hotel exchange is confirmed, if the Home Resort unit relinquished toward the hotel exchange is unavailable because the Member is not in good standing as stated in these Terms and Conditions, the Member will be required to pay the entire amount due for the hotel exchange reservation (without offset for the value of the exchange) or will be subject to the cancellation policy for the specific hotel, which may include payment of a cancellation penalty. For all Interval Options Confirmations, if the value of the Home Resort week or points relinquished changes upon verification, the supplemental fee or additional payment required to be made by the Member may be increased.
5. Getaway and Interval Options Confirmations, and Resort Accommodations Certificates, may not be sold, bartered or exchanged for other consideration. However, where the Member will not be occupying the confirmed Getaway resort accommodation or utilising the Interval Options alternative holiday package, a Guest Certificate may be obtained in accordance with the terms set forth in Paragraphs 16 and 17 under General Exchange Procedures and Priorities.
6. All other terms and conditions of the Exchange Programme apply to these special exchange services, except where noted to the contrary.
7. II does not guarantee the continuation of any of these special exchange services. Members will be advised in writing if any of these services are discontinued. The holiday opportunities available through the Getaway Programme may vary, from time to time, and its terms of use may be changed without prior notice.

#### Fees.

Residents of other geographic areas are subject to different membership and exchange fees, which are assessed by local servicing offices or representatives.

1. Members must pay an annual Individual Membership fee as designated by II from time to time, plus any applicable tax. In addition, a Member may upgrade his or her membership to Interval Gold or Interval Platinum status upon the payment of an annual upgrade fee, plus any applicable tax (in addition to the applicable Individual Membership fee). Where a Member purchases additional Vacation Interests, such Member may include such additional Vacation Interests within his or her then-current Individual Membership upon the payment of the applicable administrative fee per adjustment. Alternatively, upon the purchase of additional Vacation Interests, said Member may elect to pay the applicable additional annual Individual Membership fee at the time such Vacation Interests are included with the Individual Membership, whereupon II shall extend the term of said Member's then-current Individual Membership for an additional 12-month period per additional membership fee paid. Where a Member owns a Vacation Interest at a resort that maintains a corporate membership on behalf of the Member as well as Vacation Interests in other resorts, he or she must maintain an Individual Membership that is separate and distinct from his or her participation in the corporate membership programme.

2. Upon the payment of the applicable Club Interval Gold membership fee, an owner of a Vacation Interest is enrolled in the Club Interval programme, and the owner's membership with II becomes a Club Interval Gold membership, all Vacation Interests owned, both Eligible Vacation Interests and other Vacation Interests, are included under such membership. Where an owner has an existing Individual Membership and/or Interval Gold membership for which such owner has remitted membership fees directly to II at the time of his or her purchase of an Eligible Vacation Interest, the remaining value of the fees previously paid to II will be taken into consideration in determining the appropriate term of the Club Interval Gold membership. The value of any previously paid Interval Platinum fees are not included in this consideration. If the existing Individual Membership and Interval Gold membership have different expiry dates, the expiry date of the Club Interval Gold membership may differ, but the Member will have received the benefit of the prior membership fees paid. Club Interval Gold membership fees submitted by the Club Interval Gold Member are refundable on a pro rata basis (based on the number of full months remaining in the applicable membership period) upon a Club Interval Gold Member's request for cancellation of his or her membership and provided that the Club Interval Gold Member also returns to II any Club Interval Gold membership card(s) that he or she has received.
3. Notwithstanding the provisions of the foregoing Paragraphs 1 and 2, where a Member or a Club Interval Gold Member owns a Vacation Interest and/or an Eligible Vacation Interest at a Member Resort participating in a corporate membership programme, as well as owning a Vacation Interest and/or an Eligible Vacation Interest at a Member Resort through which the Member participates as an Individual Member of the Exchange Programme, said Member must maintain his or her Individual Membership and/or the Club Interval Gold membership, separate and distinct from his or her participation in the corporate membership programme.
4. Membership fees submitted by the Individual Member are refundable on a pro-rata basis (based on the number of full months remaining in the applicable membership period) upon a Member's request for cancellation of his or her membership. Upgrade fees for Interval Gold status are refundable on the same basis, provided, however, that the Member also returns to II any Interval Gold membership card(s) that he or she has received. Upgrade fees for Interval Platinum are nonrefundable under any circumstances.
5. Failure to renew membership within 120 days from any expiration thereof may require payment of a readmission fee to reinstate membership.
6. The applicable domestic or international exchange fee per week to be confirmed is subject to any applicable tax and must be paid at the time an exchange request is made. An exchange request by a Member residing in Europe, North Africa or the Middle East to travel destinations within those regions requires a domestic exchange fee. An exchange request by a Member residing in those regions to all other travel destinations requires an international exchange fee. Any request that contains travel destinations both within Europe, North Africa and the Middle East, and outside of those travel destinations, requires the international exchange fee regardless of where the request is ultimately confirmed. As it relates to Members residing in any of the countries within the Southern Africa Development Community, a domestic exchange fee will be payable for exchange requests within the Southern Africa Development Community. Exchanges by Members residing in any of the countries of the Southern Africa Development Community to all other travel destinations require an international exchange fee. Any request by a Member residing in any of the countries of the Southern Africa Development Community that contains travel destinations both within and outside of the Southern Africa Development Community requires the international exchange fee regardless of where the request is ultimately confirmed. If the international exchange fee is paid, no portion of the fee will be refunded if confirmed to an area in which the domestic exchange fee would otherwise apply. All exchange fees are subject to any applicable tax and must be submitted at the time a request is made. If the request is made by telephone, the exchange fee may be paid by a credit card acceptable to II or by cheque. Where the exchange fee is paid by cheque, however, confirmation will not occur until said cheque has been received and processed by II. Accommodation will be held for five calendar days pending receipt of a cheque for an exchange fee. In addition, in any instance in which a Member pays a fee by cheque, II reserves the right to collect an administrative fee where such cheque is returned to II. Cheques are not accepted for Confirmations with occupancy commencement dates within 30 days or less. **Exchange fees will be refunded only if an exchange cannot be confirmed, if cancellation of the applicable exchange request is received by II prior to Confirmation or if cancellation is received by II within the first 24 hours of a Confirmation's issuance. Exchange fees will not be refunded under any other circumstances.**
7. The applicable exchange fee (as described in Paragraph 6 above), plus any applicable tax, must be submitted by the Member at the time a ShortStay Exchange Confirmation is received. **This exchange fee is nonrefundable. Any cancellation of a ShortStay Exchange results in the loss of the accommodation relinquished.**
8. The purchase of E-Plus requires the payment of an additional fee, plus any applicable tax, per exchange request or Confirmation. **An E-Plus fee will only be refunded if the original exchange request cannot be confirmed or if cancellation of the original exchange request is received prior to Confirmation. E-Plus fees will not be refunded under any other circumstances.**
9. If the Deposit Extension Option is selected by the Member, an additional fee per deposit is required at the time the deposit extension is requested. The applicable fee is required to extend a deposit for three, six or 12 months.
10. The purchase of a unit-size upgrade requires the payment of an additional fee per step-up in unit size, plus any applicable tax, and is payable at the time the upgrade is confirmed. This fee also applies to any step-up in unit size that occurs in conjunction with a retrade through E-Plus. However, Members who are also Interval Gold Members or Interval Platinum Members receive preferential pricing. A unit-size upgrade received in connection with a Flexchange Confirmation does not require the payment of any fee. A unit-size upgrade fee will only be refunded if the Confirmation is cancelled within the first 24 hours after the exchange request has been confirmed. Unit-size upgrade fees will not be refunded under any other circumstances.
11. If a Guest Certificate is requested by any Member, an additional fee per Confirmation will be required to be paid at the time the certificate is requested; however, Interval Platinum Members are eligible to request up to five (5) Guest Certificates per membership year without the payment of this additional fee. If II does not issue a Confirmation for which the Guest Certificate has been purchased, the certificate fee will be refunded. Guest Certificate fees will not be refunded under any other circumstances.
12. In the event that a Member sells, rents, exchanges or otherwise assigns the Home Resort accommodation to any third party after such accommodation or its points equivalent has been deposited with II, while a request is pending with II or after II has issued a Confirmation, II will assess such Member an administrative fee. Additionally, such Member will be responsible for all liabilities incurred by II or its affiliate or subsidiary in connection with the double use of the accommodation by the Member. Under these circumstances, membership privileges will be suspended (without further obligation by II) until such time as all amounts owed have been paid in full.
13. II may suspend membership privileges in the event that a Member fails to pay any amount owed to the Host Resort, II or any other company related to II.
14. Some jurisdictions have imposed a tax on the occupant of resort accommodation. Consequently, any bed tax, transient occupancy tax or similar tax that is imposed shall, in those circumstances, be the responsibility of the exchanging Member. Members may be required to contact the Host Resort prior to arrival in order to prepay such taxes and certain other resort fees. Additionally, Members are responsible for all personal charges (e.g., telephone calls and meals) while at the Host Resort, and any utility surcharge or other charge imposed by a resort as well as any damage to or loss or theft from the Host Accommodation and facilities that is caused by Members or their guests.
15. Fees, if any, charged by Member Resorts for certain services, meal plans and amenities are determined and levied by each resort. Such fees are the responsibility of the Member. These fees vary from resort to resort.
16. All fees may be increased from time to time by II, at its sole discretion. Members will be advised of any such increases through II's regular publications or on II's website, intervalworld.com.

# Interval International, Inc. EU Privacy Policy.

## 1. intervalworld.com Privacy Policy.

Interval International, Inc. and its related legal entities ("Interval companies"), details of which can be found attached (referred to collectively as "Interval") provide products and services to individuals in the European Union (EU) and in the United Kingdom (UK), so these are the entities to which we refer when we mention "we", "us" or "our" in this privacy policy. Interval respects your privacy and is committed to protecting your personal data.

## 2. Purpose of this Privacy Policy.

This Privacy Policy discloses Interval's privacy practices and aims to provide you with information to help you understand what personal data is collected from you; how the information is used; with whom it may be shared; and provide you with examples of the security procedures that are in place to protect it against loss, misuse, or alteration whilst it is under Interval's control. Personal data is collected from you in various different ways at different times, including when you become a member, renew your membership, transact with us, when you contact us using the "E-mail Us" option on intervalworld.com (the Website), and when you take part in a survey or prize draw. This Website is not intended for children and we do not knowingly collect data from children but in connection with travel reservations, we may collect data about children from their parents/guardians.

### Controller

For the purposes of the General Data Protection Regulation (known as the GDPR) and for the purpose of its equivalent legislation in the UK known as the UK GDPR, the controller of any personal data collected by Interval is Interval International, Inc. of 6262 Sunset Drive, Miami, Florida 33143, United States and from time to time the other Interval companies. Interval has offices throughout the EU and in the UK, however its place of central administration in Europe is the United Kingdom. The lead supervisory authority for Interval in the United Kingdom is the Information Commissioner's Office (the ICO).

## 3. Collection and use of personal information.

### Members who log into the Website

Members are individuals who are enrolled in Interval's timeshare exchange program, generally in connection with the ownership of vacation property. In order to use the Website for membership purposes, a member must register and create a profile which will enable access to the member benefits and services offered by Interval. Members who create a profile will be identified and their use of the Website will be tracked. Further information about how this is done can be found in our Cookies Policy on our Website, intervalworld.com. Your personal data will also be collected as a result of your participation in membership, for example, when you confirm an exchange transaction or a purchase of a Getaway. To complete the transaction, you will be asked for information such as name, membership number, postal address, email address, and credit card number. The information that we require to process a transaction is only used to complete your transaction quickly and accurately. Your contact information will only be used to provide the product or service that you purchase and your billing information will only be used to bill you for that product or service. Other than as detailed further below, we will not use this information for marketing purposes, nor will it be shared with any third parties other than as necessary to provide the product or service.

### Visitors

While membership is required to gain access to the full breadth of online content, a section is maintained for visitors, and registration to access this area is not necessary. As a visitor, you can browse the visitor's content of our Website without entering any personal data. Although the Website logs Internet Protocol (IP) addresses and browser types, we do not link this information to anything which could identify you as the user, therefore your session on the Website will be tracked, but you will not be identifiable through that information.

### Emailing Us

Whether you are a member or a visitor to the Website, if you complete the contact form on the "Email Us" page of our Website, you will need to provide us with your name and email address to enable us to respond to you; therefore, this personal data will be collected from you.

### Website Use

The Website logs IP addresses and browser types for systems administration purposes and these logs will be analysed to constantly improve the value of the materials available and to ensure that the content is presented in the most effective way for you and your device.

## 4. Purpose and legal basis for processing.

When you provide us with your information on the "E-Mail Us" page we will use it for the purposes of administering your query and responding to you. We therefore have a legitimate interest in processing your personal data in this way. When you provide us with your information on the member transaction page, or if you book a holiday through Interval, we will process your personal data to complete the transaction and communicate with you in order to perform the requirements of the contract to which we are both a party in relation to that transaction. Where we use your personal data for marketing purposes, we will provide you with an opportunity to unsubscribe from receiving such communications as part of every communication we send to you. If you would like to stop receiving marketing

from Interval, you can do this by emailing us at [customerservice@intervalintl.com](mailto:customerservice@intervalintl.com), unsubscribing using the unsubscribe link in any email you receive from us, or where you have a member profile, by updating your preferences in the membership area of the Website.

## 5. Sharing your personal data with third parties.

Interval does not share member information with third parties other than as necessary to provide products or services requested by you. However, to enable us to provide services to members, your personal data may be controlled and/or processed by, and shared within Interval and third parties who are acting on Interval's behalf as suppliers or service providers. Such third parties are only provided with the personal data which is necessary for the purpose stipulated by Interval in order to fulfill Interval's contractual obligations with you and they are subject to confidentiality obligations. Interval will not provide your personal data to third parties to use for their own marketing purposes. Where the Interval companies or third parties are based outside of the European Economic Area (EEA) or the UK, we have data sharing agreements in place which provide adequate measures to ensure the security of your personal data. Please ask us if you would like to see a copy of these agreements. Interval will not otherwise disclose your personal data to any person or organisation, and Interval will never sell your personal data to anyone.

## 6. Information we collect from third parties.

Your personal data such as your name, address, email address and contact number may be collected and shared within Interval and third parties such as resort developers, operators, managers, trustees as well as marketing companies, resale companies, management companies and owner associations. Where we do this, your personal data will be processed in accordance with this privacy policy and only for the purposes set out above.

## 7. Where we store your information and security.

Interval International, Inc. is based in the United States of America (USA), therefore the data we collect from you may be transferred and stored outside of the EEA and the UK, and specifically stored on servers based in the USA. Your data may also be processed by staff operating outside of the EEA and the UK who work for us or our suppliers for the purposes set out above. In order to ensure that third parties process your personal data in a way which is consistent with EU and UK laws on data protection, we are seeking to put in place agreements with those third parties, which contain provisions approved by the EU and the UK for providing adequate protection of your personal data. Interval employs security firewalls and network-based intrusion detection monitors to protect your personal data. When you place an order online, your personal data and credit card information are tokenized before being sent over the Internet. This protects your personal data from being stolen or intercepted while being transferred through cyberspace. Your credit card information is never stored on our web servers. We will retain your personal data for so long as we have a lawful basis for processing it. For example, where you are a member of Interval, we will retain your personal data for the duration of your membership, and thereafter for so long as is required to comply with our legal and regulatory requirements. We will purge or otherwise remove your personal data from our systems at the end of the applicable time period. For non-members, we will destroy any personal data we have collected about you after three (3) years.

## 8. Your rights in respect of your information.

Data protection laws in the EU (including but not limited to the GDPR) and in the UK give you a number of rights in respect of your data, including:

### Right to access

You have the right to request a copy of any personal data that we hold about you. If you would like a copy of your personal data please contact us. We may request proof of your identity before sharing such information.

### Right to rectify your personal data

If you discover that the information we hold about you is incorrect or out of date, you may ask us to correct that information.

### Right to be forgotten

You may ask us to remove the personal data we hold about you in certain circumstances; this removal may be effected by deletion or use of another technology that allows us to mask the information we have about you or your membership history such that it can no longer be used to personally identify you. It may not be possible for us to remove all of the information we hold about you where we have an ongoing membership relationship with you, or you have a pending or confirmed transaction with Interval or we otherwise have a legal basis to retain the information. However, please contact us to discuss how we can assist with your request.

### Other rights

Where we process your data on the basis that you have consented to such processing, you have the right to withdraw your consent at any time by emailing [customerservice@intervalintl.com](mailto:customerservice@intervalintl.com) or by contacting the Interval office which services your country of residence. A full list of Interval servicing offices can be found at <https://www.intervalworld.com/web/cs?a=60&p=offices>.

In addition to the above, you may also ask us to stop or restrict processing of the personal data we have about you. You may also ask us to transfer your personal data to a third party in certain circumstances. If you would like any further information about these rights or how to exercise them, please contact us.

#### 9. Contact and complaints.

If you have any questions, want to exercise any of your rights, or make a complaint, please contact us by emailing [customerservice@intervalintl.com](mailto:customerservice@intervalintl.com) or by contacting the Interval office which services your country of residence. You also have the right to lodge a complaint directly with a supervisory authority. You can complain to the ICO by writing to the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF, or by calling 0303 123 1113. If you would prefer to make a complaint to a different supervisory authority, we would be happy to provide you with further information on how you can do this.

#### 10. Links.

The Website contains links to other websites, but this Interval EU and UK Privacy Policy does not apply to those linked sites as the data collected from you is controlled by those third parties. We encourage you to find and read the posted privacy policy whenever interacting with any website.

#### 11. Changes to this Privacy Policy

As a result of improvements we make to our services, changes in the law or developments in technology, we may change the information we hold about you or the method and purposes for which we process such information. If we make any substantial change to the way we use your personal data we will notify you by email.

#### Interval companies.

Interval International, Inc.  
Interval International Limited  
Interval International Egypt Limited  
Interval International Finland OY  
Interval International GmbH  
Interval International Italia Srl.  
Interval International Singapore (Pte) Ltd.  
Interval Vacation Exchange S.A.  
Interval International Argentina, S.A.  
Interval International de Colombia, S.A.S.  
Interval International Eastern Canada, Inc.  
Interval International Brasil Servico, Ltda.  
Intercambios Internacionales de Vacaciones S.A. de C.V.  
Interval Servicios de Mexico S.A. de C.V.



## Right of withdrawal.

### Separate standard withdrawal form to facilitate the right of withdrawal from the Exchange Membership Contract.

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

The right of withdrawal starts from the date upon which contract has been signed by 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 calendar 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 or email). 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.

**Where the Exchange Membership Contract is offered to the consumer together with and at the same time as the shared ownership contract, the withdrawal period for both contracts is to be the one that would apply to the shared ownership contract.**

The consumer may use the form below if the consumer wishes to withdraw from the Exchange Membership Contract. This form applies to the withdrawal of the Exchange Membership Contract only. If the consumer wishes to withdraw from his/her shared ownership contract, the consumer should use the withdrawal form provided as part of the shared ownership contract and remit it to the shared ownership trader.

If the consumer withdraws from the shared ownership contract by providing notice of withdrawal to the shared ownership trader during its withdrawal period, this Exchange Membership Contract will be automatically terminated.



### Notice of withdrawal of the Exchange Membership Contract.

To: Interval International Limited, Mitre House, 1 Canbury Park Road, Kingston upon Thames, Surrey KT2 6JX, United Kingdom

I/We (\*) \_\_\_\_\_ hereby give notice that I/we (\*) withdraw from the exchange contract.

Date of conclusion of contract (Shall be the date on which this contract has been signed by the consumer.):

Name(s) of consumer(s) (\*\*): \_\_\_\_\_

Address(es) of consumer(s) (\*\*): \_\_\_\_\_

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

Date (\*\*): \_\_\_\_\_

(\*) Delete as appropriate.

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

interval<sup>SM</sup>