

## **Australia/ New Zealand Terms and Conditions**

### **Interval International, Inc.**

*("II") is a Florida corporation offering an exchange service for use by its Members, and in certain circumstances other travel and leisure benefits (the "Exchange Program"). II is a wholly owned subsidiary of Interval Holdings, Inc., a Delaware corporation. II's principal office is at 6262 Sunset Drive, Miami, Florida 33143, U.S.A.; 305-666-1861. The obligations of II, pursuant to these terms and conditions, may be performed by II, its authorised representatives, or designated licensees.*

### **Definitions**

2. "**Confirmation**" means a written or an electronic acknowledgment (with the exception of certain Flexchange<sup>®</sup> confirmations, which may be oral) that a request for accommodation has been fulfilled.

3. "**Fixed Time**" means that the Vacation Interest is for a specific time period each year.

4. "**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.

5. "**Home Resort**" means the resort in which the Individual Member owns a Vacation Interest. When the Individual Member owns a Vacation Interest at more than one resort, Home Resort is used to identify the resort at which a Unit Week is being relinquished to effectuate an exchange.

6. "**Host Resort**" or "**Host Accommodation**" means the resort into which the Individual Member has been issued a Confirmation (including Flexchange and Getaway confirmations).

7. "**Individual Member**" or "**Member**" means a person who owns a Vacation Interest at a Member Resort and who, by contract, agrees to be bound by the 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.

8. "**Interval Gold**<sup>®</sup>" refers to the upgraded benefits package available to Individual Members in good standing upon payment of the applicable Interval Gold membership upgrade fee. Interval Gold status provides Members with certain additional travel and leisure benefits not available through basic membership in the II Exchange Program.

9. "**Member Resort**" means any resort or vacation ownership club program for which a developer or a homeowners' association has entered into a formal multi-year contract with II, as well as any resort for which II provides exchange services directly to its owners.

10. "**Suspension**" or "**Suspended Resort**" means that a Member Resort is in violation of the Resort Affiliation Agreement or is not in compliance with II policies and procedures. While a resort is suspended, processing of new memberships, membership renewals, and exchange deposits and requests may be temporarily halted.

11. “**TDI**” or “**Travel Demand Index**” means the seasonal indexes which are updated periodically and reflect the cycles of relative weekly demand for a specific geographic area. The TDI is a planning tool offered by II to assist Members in determining which time periods offer the best opportunities for travel to a particular geographic area and during which accommodations are most likely to be available. The TDI is not an indication of the quality or desirability of vacationing in any specific resort, geographic area or season.

12. “**Vacation Interest**” means the ownership of or the right to use a unit and the amenities and facilities of a vacation ownership resort for at least one week during any given year, but not necessarily consecutive years, and which extends for a period of at least three years and which may be evidenced by points.

### **Individual Membership**

1. Member Resorts usually arrange for initial membership in II for their purchasers. The Individual Membership Application and the terms and conditions contained and referenced therein comprise a Member’s contract with II, which is a separate and distinct contract from the contract with the developer or seller of the Vacation Interest. Individual Membership commences upon II’s receipt and processing of said Application and the applicable membership fee.

2. In subsequent years, Individual Members are generally billed directly by II and membership in the Exchange Program is voluntary. At all times, participation in the Exchange Program is voluntary. Notwithstanding the foregoing, in some instances the developer or homeowners’ association may arrange for renewal of the Exchange Program membership on behalf of the Member. Participation in the Exchange Program does remain 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. Neither II, nor any of its officers or directors, has any legal or beneficial interest in any developer, seller, or managing entity of any resort participating in the Exchange Program. Therefore, you agree that II is not liable or responsible for any claim or loss incurred in connection with your ownership of a Vacation Interest or your participation in a vacation ownership program.

4. **Membership benefits including, but not limited to, participation in Special Exchange Services and various incentive programs, 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. Membership benefits, other than the exchange privilege, if any, and Interval Gold benefits, are subject to separate terms and conditions. Said benefits and their terms of use may be changed, substituted, or eliminated without prior notice. Some benefits are provided by independent third parties and II expressly disclaims responsibility for the acts or omissions of any persons or entities providing such benefits. Members are not required to exchange their Vacation Interest to use any other benefits provided through the Exchange Program.

5. Membership in II is conditioned upon the Home Resort’s continued affiliation with II and 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 vacation accommodation and/or amenities committed to the Exchange Program, or 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; and/or the failure to 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 Program may result in the loss of all Individual Membership benefits, including the exchange privilege for its associated Individual Members.**

6. Representations concerning Individual Membership and the Exchange Program are limited to materials supplied or otherwise approved by II in writing. All other representations are not valid or binding on II. Not all Member Resorts are included in the *Resort Directory*. The failure to picture a Member Resort in the *Resort Directory*, however, does not necessarily mean that such Member Resort is not in good standing with II, or that its associated Individual Member is not entitled to use the exchange privilege. Likewise, the inclusion of a Member Resort in the *Resort Directory* does not necessarily mean that such Member Resort is in good standing with II, or that its 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.

7. Members acknowledge that:

(a) Resort facilities, amenities, and services vary by country, location, and resort, and room accommodation varies in size, decor, and interior detail.

(b) The description and amenities symbols provided in the *Resort Directory* 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 each Individual Member should review the Confirmation for specific information about his or her exchange 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) II is not liable for any damage to, loss, or theft of personal property left in the Home Resort accommodation; nor is II liable for any damage to, loss, or theft of personal property which occurs through Members' use of Host Accommodation.

(e) II is not liable for any personal or bodily injury which occurs either at the Home Resort or at a Host Resort.

(f) Upon renewal of membership, any and all claims against II are waived, and II is released from all liability, if any, arising out of Individual Membership which occurred prior to the renewal of same.

(g) II's liability, if any, in connection with Individual Membership and participation in the Exchange Program 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, the Individual Membership must be held in the name of one corporate officer, partner, or trustee.

(j) Where multiple individuals are listed in a single membership record as the owners of a Vacation Interest(s), II may continue to provide membership and exchange benefits for all individuals listed until II receives verifiable documentation of any change of ownership of the Vacation Interest(s).

(k) **Membership in II may be used only for personal and non-commercial purposes.**

(l) Telephone conversations between Individual Members and II employees or representatives may be recorded and/or monitored for training and quality control purposes.

(m) If II should fail or be delayed 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 upon written notice to the affected Member stating the reason for such nonperformance. Such causes may include, but are not limited to, acts of God or public enemy, fire, strikes, lock-out 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, epidemic or quarantine, delay or defaults caused by public or common carriers.

(n) II is prohibited from doing business with certain entities, individuals and groups of individuals as may be set forth from time to time on the Specially Designated Nationals and Blocked Persons List, and the Terrorism List (collectively, "Blocked Parties"). If II receives an Individual Membership Application from a purchaser defined as a Blocked Party, II reserves the right to refuse membership for such purchaser. If a purchaser's status changes, subsequent to being enrolled such that such Individual Member becomes a Blocked Party, II will cancel the membership without further obligation by II.

8. Members acknowledge and agree that II may upon occasion offer various products and services through telemarketing programs, and Members consent to such telephonic solicitation including, but not limited to, solicitations through automatic dialing equipment, predictive dialing equipment and/or pre-recorded messages.

9. Members acknowledge and agree that II may upon occasion offer various products and services through electronic messaging, and members consent to such electronic solicitation.

10. The terms and conditions of membership with II and use of the Exchange Program shall be construed under the laws of the State of Florida, U.S.A. By maintaining Individual Membership in II, Members consent to the exclusive subject matter and personal jurisdiction of the courts in Miami-Dade County, Florida, U.S.A. In the event of litigation between the parties, the prevailing party shall be entitled to all costs incurred, including reasonable attorneys' fees.

11. The terms and conditions of Individual Membership and Exchange, including any fees associated therewith, may be changed by II in its sole discretion. Members will be provided written notice of any such changes through II's regular publications or at II's Web site at [www.intervalworld.com.au](http://www.intervalworld.com.au) or [www.intervalworld.co.nz](http://www.intervalworld.co.nz).

### **Exchange Methods**

**To utilise the exchange privilege, including Special Exchange Services, active membership (paid in full) in good standing must be in effect from the time a deposit is made and/or a request is placed through the actual requested and/or confirmed travel dates and/or the commencement 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 is 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.

The exchange service available to II Members is called Dual Exchange because two different methods are available for utilising the service. Members may choose either the "Deposit First" or the "Request First" exchange method.

#### **Deposit First Exchange Method**

1. **When Vacation Interests are 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 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 to otherwise utilise such deposited week.

2. No fee is required to deposit vacation accommodation. An exchange fee, however, is required when placing an exchange request against the deposited accommodation.

3. Deposits must be received by II at least 60 days, but no more than 12 months, before the commencement date of the deposited week. Flex Deposits (received by II from 59 days up until 14 days before the commencement date of the week being deposited) also are accepted, but any exchange request placed using the Flex Deposit must be made through the Flexchange exchange service.

4. Upon receipt of a deposit, II will assign a deposit number which must be utilised when placing an exchange request. 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 24 months after the commencement date of the deposited week. In addition, the requested travel dates must be no earlier than 12 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. Additionally, requests may not be submitted more than 24 months prior to the commencement date of the week requested.** All normal exchange procedures (as detailed below) must be adhered to when placing a request against the deposited week. 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, a Member may, upon the payment of an additional fee, extend the period in which they can request an exchange based on a particular deposit ("Request Window") for a period of up to one year. A Request Window may only be extended one time. The Deposit Extension Option must be exercised within three (3) months of the date on which the original Request Window expired. The extension begins on the date on which the original Request Window expired. If the deposit was placed from 12 months (or 24 months if the Home Resort participates in the Early Deposit/Request Program) to 14 days before the commencement date of the deposited week, then the exchange request placed within an extended Request Window must be placed through II's Flexchange service. The period within which Members may request substitute accommodation pursuant to II's Exchange Cancellation Policy and the period within which Members may request accommodation pursuant to the redemption of an accommodation certificate **may not** be extended by the Deposit Extension Option. All other terms and conditions of exchange apply.

6. The Deposit First exchange method may not be available to owners at some Member Resorts because of the resort's internal reservation procedures.

#### **Request First Exchange Method**

1. With the Request First exchange method, Members do not give up the right to occupy the Home Resort accommodation until an exchange has been confirmed.

**Upon Confirmation, however, all rights to the use of the Home Resort accommodation for the relinquished week(s) are immediately assigned to II.**

**2. Exchange requests using the Request First method may be placed up to 12 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.**

3. Owners of Floating Time Vacation Interests must first secure a specific unit and time period at their Home Resort prior to submitting an exchange request. The reservation information supplied by the Home Resort must then be submitted to II.

### **Exchange Procedures and Priorities**

1. (a) Vacation Interests, available for occupancy as determined by II, may be deposited with II in one-week increments. Generally owners of Floating Time Vacation Interests must first secure a specific unit and time period at their Home Resort prior to making a deposit. The reservation information supplied by the Home Resort must then be submitted to II.

(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 week requested.

(c) Early Deposit/Request Program is an exchange service for Members who own Vacation Interests at resorts participating in such Program.

(i) **Deposit First Exchange Method.** Members who own Vacation Interests at resorts participating in the Early Deposit/Request Program and who utilise the Deposit First exchange method may deposit their Home Resort accommodation up to 24 months before the commencement date of the deposited week. **An exchange request may be placed against such deposit at the same time or at any time after the deposit, but no later than 24 months after the commencement date of the deposited week. 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. Additionally, requests may not be submitted more than 24 months prior to the commencement date of the week requested.**

(ii) **Request First Exchange Method.** Members who own Vacation Interests at resorts participating in the Early Deposit/Request Program and who utilise the Request First exchange method may place exchange requests up to 24 months prior to the commencement date of the week being relinquished for exchange and the requested travel dates must be prior to or the same as the dates of the week being relinquished. All other terms and conditions of exchange apply to this special service, except where expressly noted to the contrary.

(d) For exchange requests made less than 60 days prior to the date requested, Flexchange is a service in which vacation exchange requests may be submitted from 59 days up until 24 hours in advance of the travel dates desired. The commencement date of the week requested must be at least 14 days prior to the commencement date of the week being relinquished. If a Flex Deposit has been made, the exchange request must be made through the Flexchange service. Available Host Accommodation for the date requested will be offered and an instant Confirmation will be issued if one of the availabilities offered at the time of the call is accepted. Public holiday, summer, and other highly demanded weeks usually are not available through Flexchange.

(e) **Regardless of the methodology used, once an exchange request is submitted, it may be cancelled only if notice (written or oral) of cancellation is received by II prior to Confirmation of the request. Once issued, a Confirmation may be cancelled in accordance with II's Exchange Cancellation Policy, as described in Paragraph 8 below.**

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 different resorts and two different time periods must be requested. Members may be confirmed into any resort or time period requested.

3. A Member may request to travel with a number of people equal to the maximum occupancy of the Home Resort accommodation deposited or to be relinquished, provided that the number of people travelling does not exceed the standard travelling party size applicable to the Home Resort accommodation. The standard travelling party size associated with each unit type is as follows: hotel, studio, or efficiency unit — two persons; one-bedroom unit — four persons; two-bedroom unit — six persons; three-bedroom unit — eight persons; and 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, regardless of the size of the Home Resort unit relinquished. For example, if a Member relinquishes a two-bedroom unit which 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.

**4. Exchanges are arranged on a space-available basis, taking into consideration the "Comparable Exchange" concept explained in Paragraph 11. Neither II, nor any developer or marketer, can guarantee the fulfilment of a specific request.**

5. In order to occupy a week, a week must be relinquished. All weeks are submitted on a random basis. II has no control over the timing, location, or number of weeks available to the Exchange Program. Members may exchange as many weeks as they own at a Home Resort, with a minimum exchange of one week.

6. Some Members may be restricted from exchanging into resorts located within the same geographical area as the Home Resort accommodations which are being deposited or relinquished. There are currently such restrictions in Aruba; Cancún, Mexico; Cyprus; Dominican Republic; Door County, Wisconsin; Eastern British Columbia, Canada; Gatlinburg/Pigeon Forge, Tennessee; Grand Bahama Island; Grand Cayman Island; Guatemala; Hawaii (the Big Island), Hawaii; Maui, Hawaii; Kauai, Hawaii; Hilton Head, South Carolina; Lake Tahoe, California; Las Vegas, Nevada; Madeira, Portugal; Malta; Mazatlán, Mexico; Kissimmee/ Orlando, Florida; Palm Desert, California; Palm Springs, California; Phuket, Thailand; Puerto Vallarta, Mexico; Stateline, Nevada; Summit County, Colorado; Virginia Beach, Virginia; and Williamsburg, Virginia. This restriction, however, 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 in writing.

7. Only II can confirm vacation exchange requests and only II's written Confirmations are valid, with the exception of certain Flexchange Confirmations, which may be oral. II will attempt to confirm a request until 48 hours before the latest travel dates requested; however, beginning on the 30th 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.

**8.(a) The only circumstances under which a Member using the Exchange Program may lose the use and occupancy of the Home Resort accommodation without being provided with exchange 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 which 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; or (vi) cancels a Confirmation for substitute exchange accommodation which was previously issued to the Member under II's Exchange Cancellation Policy.

(b) Under II's Exchange Cancellation Policy, a Member is entitled to cancel a Confirmation by notifying II of his or her desire to cancel such Confirmation within the first twenty-four (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 will 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 the 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 13 days 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.

(d) Notwithstanding the foregoing, a Member may not request substitute exchange accommodation 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.



Accordingly, where a Member is issued a Confirmation to a Host Resort located in an area prone to damage or destruction due to adverse weather conditions, earthquakes, or other natural disasters, the purchase of exchange cancellation insurance is strongly recommended by II.

(e) II reserves the right to deny a Member substitute exchange accommodation under II's Exchange Cancellation Policy where such Member has received compensation for his or her cancelled exchange accommodation pursuant to exchange cancellation insurance or otherwise.

**(f) In all instances that a Member requests substitute exchange accommodation pursuant to II's Exchange Cancellation Policy, the Member will be entitled to request substitute exchange accommodation comparable in quality to the Member's Home Resort accommodation previously relinquished.**

**(g) The date the Member cancels will be deemed the new date of relinquishment in determining a priority with respect to Paragraph 12(e).**

**(h) No request for substitute exchange accommodation will qualify for an internal exchange priority as it relates to Paragraph 13 hereunder.**

**(i) II will retain the exchange fee paid initially to secure the cancelled Confirmation and, where a request for substitute exchange accommodation is allowed under II's Exchange Cancellation Policy, the Member will be required to pay an additional exchange fee at the time he or she requests substitute exchange accommodation.**

9. 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.

10. Any week not confirmed by II to a Member will be used by II for general commercial purposes.

11. The Exchange Program is based upon 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 Exchange Program 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 Home Resort.

**12. 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 Program, the vacation week deposited (Deposit First) or being offered in exchange (Request First) and for the Home Resort.**

**(b) The supply of and demand for, within the Exchange Program, the vacation week 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 vacation week with identical relinquishment will receive priority.**

**(e) The amount of time in advance of the first date of occupancy in which the Home Resort vacation week 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.

**13. In addition to the above, priority in the exchange confirmation process is provided to Members requesting an exchange to selected Member Resorts which are owned, marketed, and/or managed in common with the Home Resort.**

**14. The Host Accommodation may be used only for personal and non-commercial purposes.** Members are expressly prohibited from exchanging or renting the Host Accommodation. 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 week assigned via a Guest Certificate and it 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. The Member requesting the Guest Certificate 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.**

15. 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. **Exchange privileges may be denied and a Confirmation cancelled if all such maintenance fee assessments or similar charges at the Home Resort have not been paid.** A vacation week may not be rented, exchanged, or given to any third party once it has been deposited with the Exchange Program, while II is attempting to fulfill an exchange request, or after II has issued a Confirmation. Additionally, if the Vacation Interest is sold after a week 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 right to use the week deposited (Deposit First) or the week relinquished (Request First) to the Exchange Program. Any action in contravention of the foregoing will subject the Member to an administrative fee, and the Member shall be responsible for all losses incurred by II. Additionally, such individual's membership privileges with II will be suspended (without further obligation by II) until such time as all amounts owed II have been paid in full.

### **Special Exchange Services**

1. The Getaway Program is a special exchange service offered by II from time to time in which resort accommodation are confirmed to Members upon payment of a fee plus any applicable tax. The resort accommodation available through the Getaway Program include resort accommodation that have been deposited or relinquished by Members, but are not otherwise utilised by II, and resort accommodation made available to II directly by resort developers or other third parties for exclusive use in the Getaway Program. The fee charged to Members by II is based primarily upon the unit size confirmed, the location of the accommodation, and the occupancy date. **To participate in the Program, Members are not required to relinquish the Home Resort unit. In certain circumstances, Members may not be confirmed through the Getaway Program into their Home Resort or into Member Resorts, which are, directly or indirectly, under common ownership or control with the Home Resort due to the Home Resort's internal rules, regulations, or procedures. Holiday, summer, and other highly demanded weeks usually are not available through the Getaway Program. II reserves the right to limit the number of Getaway Confirmations issued to a particular Member in any particular year, and to limit the number of units confirmed to a Member for any given travel date. II's Exchange Cancellation Policy does not apply to Getaway Confirmations. Any cancellation of a Getaway Confirmation results in the loss of the unit. Getaway fees will not be refunded under any circumstances. Members are expressly prohibited from selling or exchanging a Getaway Confirmation for cash, barter, or other consideration.** A Guest Certificate may be obtained for a Getaway Confirmation in accordance with the terms set forth in Paragraph 14 under **Exchange Procedures and Priorities**. All other terms and conditions of the Exchange Program apply to this special service, except where noted to the contrary.

2. The Cruise Exchange Program is a special exchange service offered by II to members of the Interval Gold program, whereby said members are allowed to exchange their Home Resort accommodation for a credit against the purchase of cruise accommodation. **Participation in this Program requires the payment of an international exchange fee upon the request of the cruise accommodation, and a supplemental cruise fee upon II's confirmation of said cruise accommodation. 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 cruise line selected, the itinerary and sail dates selected, the cabin accommodation selected, and the Home Resort accommodation relinquished. In the event that a confirmation made through the Interval Options Program is cancelled, the supplemental fees shall be refunded in accordance with the refund policies of the provider of the cruise component.** In all instances, the cruise accommodations are requested using the Request First exchange method. One-bedroom or larger lock-off portions of a unit will be accepted for deposit in the Cruise Exchange Program when such lock-off portion contains a "full" kitchen (i.e., a full-sized refrigerator, stove, and oven). All other terms and conditions of the Exchange Program apply to this special service, except where noted to the contrary.

3. II does not guarantee the continuation of either of these special exchange services. Members will be advised in writing if any of these services are discontinued.

## Fees

Residents of different 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 status upon the payment of an annual upgrade fee (in addition to the applicable Individual Membership fee). In the event that the developer or homeowner's association maintains the Individual Membership and/or Interval Gold status on behalf of its owners, the Member is not required to submit any annual Individual Membership fee or Interval Gold upgrade fee. When enrolled in II's Automatic Renewal Option, annual renewal dues will be charged automatically to the credit card indicated, at the rate applicable at membership expiration, unless cancelled in writing prior to the renewal date. II will provide each Member not less than seven days written notice prior to processing such automatic charge. Membership will continue from year to year for as long as the Member is eligible for membership. 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 an 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. Notwithstanding the foregoing provisions, where a Member owns a Vacation Interest at a Member Resort participating in a corporate membership program as well as owning a Vacation Interest at a Member Resort through which the Member participates as an Individual Member of the II Exchange Program, said Member must maintain his or her Individual Memberships in the II Exchange Program, separate and distinct from his or her participation in the corporate membership program. **Membership fees are refundable on a pro rata basis (based on the number of full months remaining in the applicable membership period) upon II'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 II any Interval Gold membership card(s) that he or she has received.** Failure to renew membership within 90 days from any expiration thereof may require payment of a readmission fee to reinstate membership.

2. The applicable regional or international exchange processing 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 to travel destinations within the Member's region of residence requires a regional exchange processing fee. An exchange request to travel destinations outside the Member's region of residence requires an international exchange processing fee. Notwithstanding the foregoing, Members residing in the United States or Canada pay only the domestic exchange processing fee for travel within the United States or Canada. **Any request that contains travel destinations both within the region of residence and outside the region of residence requires the international processing fee regardless of where the request is ultimately confirmed. If the international processing fee is paid, no portion of the fee will be refunded if confirmed to an area in which the regional processing 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. (However, where the exchange fee is paid by cheque, 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 thirty (30) days or less.) Exchange fees will be refunded only if an exchange cannot be confirmed, if written or oral cancellation of the applicable exchange request is received by II prior to Confirmation, and if the Member requests a refund in writing. Exchange fees will not be refunded under any other circumstances.

3. 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 (3), six (6) or twelve (12) months.

4. If a Guest Certificate is requested by the Member, an additional fee is required at the time the certificate is requested. If II does not issue the Guest Certificate, the certificate fee will be refunded. Guest Certificate fees will not be refunded under any other circumstances.

5. In the event that a Member sells, rents, exchanges, or otherwise assigns the Home Resort accommodation to any third party after such accommodation 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 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 owing have been paid in full to II.

6. II may suspend membership privileges in the event a Member fails to pay any amount owed to the Host Resort or any other company related to II.

7. 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. Additionally, Members are responsible for all personal charges (e.g., telephone calls and meals) at the Host Resort, any utility surcharge or other permissible charge imposed by a resort, as well as any damage, loss, or theft to the Host Accommodation and facilities that are caused by Members or their guests.

8. Fees, if any, charged by Member Resorts for the use of amenities are determined and levied by each resort. Should the Member desire to use these amenities, such fees are the responsibility of the Member. These fees vary from resort to resort.

9. All fees may be increased from time to time by II, in its sole discretion, upon written notice to Members.