

ENROLMENT APPLICATION FORM For Membership of the RCI Exchange Program

Date: _____

Owner's Name

Mr / Mrs / Miss / Ms Surname: _____ Given Name: _____

Co-owner's Name

Mr / Mrs / Miss / Ms Surname: _____ Given Name: _____

Postal Address: _____

City: _____ State: _____ Postcode: _____ Country: _____

Home Phone: _____ Home Fax: _____

Business Phone: _____ Business Fax: _____

Mobile Phone: (Compulsory field) _____

Email Address: (Compulsory field) _____

WorldMark Owner Number: _____

Total Holiday Credits Purchased: _____

I have read and understood the terms and conditions of RCI membership printed overleaf and understand the operations of the RCI Exchange Program. I agree to be bound by these terms and conditions and by the rules and procedures of the RCI Exchange Program as amended from time to time.

Owner's Signature: _____ Date: _____

Co-Owner's Signature: _____ Date: _____

PLEASE COMPLETE THE FOLLOWING PAYMENT DETAILS.

One (1) year at A\$ _____ NZ\$ _____ Credit Card Visa Mastercard Amex (Aust only) Diners (Aust only)

Three (3) years at A\$ _____ NZ\$ _____ Card Number

Five (5) years at A\$ _____ NZ\$ _____ Expiry Date Month _____ Year _____

Cheque enclosed A\$ _____ NZ\$ _____ Cardholder's Name _____

Money Order A\$ _____ NZ\$ _____ Cardholder's Signature _____

All prices include GST

RCI Pacific recognises the importance of your privacy. RCI and WorldMark collects your personal information in order to provide you with services related to your membership of this program, such as RCI providing you with the opportunity to exchange holiday accommodation entitlements with other RCI members and make travel bookings. The usage of personal information about you by RCI and WorldMark is governed by the privacy policies of each company. Like many businesses RCI and WorldMark sometimes use external contractors (such as mail houses) to help maximise the quality and efficiency of their operations. Sometimes these contractors may have access to your personal information, but only subject to strict privacy rules. You can choose whether or not you want to receive information about other promotions. If you would like to know more about RCI's privacy policy or would like to find out what information RCI holds concerning you please contact us by telephone: +61 7 5588 9999 or by email: privacyofficer@rciap.com. Our privacy policy can be viewed in full at www.rciap.com.

TERMS AND CONDITIONS OF RCI MEMBERSHIP

Your completed enrolment application ("Application"), when accepted by RCI Pacific Pty. Ltd., or Resort Condominiums International Pacific ("RCI") will form a legally binding agreement on these terms and conditions, and you will become an RCI Member. RCI Members are entitled to participate in the RCI Exchange Program on the following terms and conditions:

1. The obligations of RCI under this agreement may be performed by RCI, its authorised representative or its designated licensee.
2. Your Application is submitted generally to RCI by a developer or seller or an Owners Association at an Affiliated Resort which has entered into a Resort Affiliation Agreement or an Owners Association Agreement respectively with RCI. Your membership of the RCI Exchange Program will commence upon receipt and acceptance by RCI of your completed Application, further relevant ownership information if requested by RCI, the initiation fee and the current annual RCI subscription fee specified overleaf. RCI will waive the initiation fee if the Application together with all relevant ownership information requested by RCI and the annual subscription fee are submitted to RCI by the Affiliated Resort at the time of purchase of your Holiday Time.
3. Your RCI membership must be renewed each year by the payment of the current subscription fee in order to participate in the RCI Pacific Program. You will cease to be an RCI Member if your membership is not renewed within 90 days of the relevant due date. To reinstate your membership, payment of the current RCI initiation fee and subscription fee to RCI will be required.
4. RCI Members are kept informed of the terms and conditions of membership and operation of the RCI Exchange Program and the names of the Affiliated Resorts participating in that program as explained in clause 21.
5. The participation of an RCI Member in the RCI Exchange Program is based on:
 - (a) these terms and conditions; and
 - (b) the Resort Affiliation Agreement or the Owners Association Agreement between RCI and the relevant developer, seller or Owners Association at the Affiliated Resort at which you have purchased or deposited Holiday Time to the extent that if the Affiliated Resort or Owners Association fails to perform its obligations to RCI or if the relevant agreement is not renewed or is terminated by either RCI or the Affiliated Resort or the Owners Association, the right of an RCI Member who owns or has deposited Holiday Time at that resort may be terminated.
6. If an Affiliated Resort fails to maintain the qualitative, financial and management requirements of RCI which are necessary for the inclusion of resorts in the RCI Exchange Program, RCI may suspend or terminate the right of existing RCI Members who own or have deposited Holiday Time at that resort to continue to participate in the RCI Exchange Program.
7. Your RCI membership may be suspended or terminated by RCI, without further obligation, if you fail to comply with these terms and conditions of the RCI Exchange Program. Without limiting the foregoing, if you fail to remit any fees owed by you to a Host Resort, to RCI or to any entity related to RCI which performs any obligations of RCI, RCI may suspend or terminate your membership without any further obligation by RCI. In the event of suspension, all of your privileges as an RCI Member will be suspended until payment in full of all outstanding fees. In the event of termination, the initiation fee together with all outstanding fees must be paid in full.
8. Exchange options available to RCI Members and procedures and conditions regarding the use of each exchange option are set out in the RCI Pacific Directory of Resorts and various other RCI publications. Such options, procedures and conditions are subject to change without prior notice.
9. RCI's ability to confirm an exchange request is dependent upon the availability of Holiday Time in the RCI Deposit Pool. RCI does not guarantee that it can fulfil an RCI Member's specific resort locations and/or vacation dates. If resort locations and/or vacation dates requested by an RCI Member are not available in the RCI Deposit Pool, RCI will offer alternative resort locations and/or vacation dates.
10. By depositing Holiday Time in the RCI Deposit Pool, an RCI Member represents and warrants to RCI that:
 - (a) the unit in which the RCI Member owns or has deposited Holiday Time is in good and useable condition;
 - (b) the RCI Member has or will have the legal right to use and/or assign that Holiday Time together with all associated resort amenities to which the RCI Member has access; and
 - (c) all maintenance fees, assessments, taxes and other similar charges applicable to that Holiday Time have been paid or will be paid when due or requested.If any fees or payments specified in paragraph 10(c) have not been paid, RCI may suspend that RCI Member's exchange privileges and/or may cancel that member's Exchange Confirmations.
11. By depositing Holiday Time in the RCI Deposit Pool, an RCI Member relinquishes all right to use that Holiday Time. Holiday Time deposited by an RCI Member may be used by RCI for exchanges, inspection visits, promotions and other purposes, at RCI's sole discretion.
12. An exchange service fee ("Exchange Fee") for each week of Holiday Time must be paid to RCI to process and confirm an exchange request. The Exchange Fee may vary from time to time.
13. Subscription fees may be refunded on a pro-rata basis. The relevant period to which a refund will apply will commence upon the date of notification of refund by RCI to the relevant RCI Member.
14. Exchange Confirmations must not be used for any commercial purpose, including rental or sales. An Exchange Confirmation may be used only by the RCI Member who receives the Exchange Confirmation from RCI, unless the Exchange Confirmation is given by the RCI Member to a family member or a friend as a gift. In such case, an RCI guest certificate must be purchased by the relevant RCI Member. These guest certificates may not be used for any commercial purpose, including rental or sale. Persons younger than 21 years of age are not entitled to receive a guest certificate. The use of a guest certificate is subject to any additional conditions which may be imposed by the Host Resort. RCI reserves its right to revoke a guest certificate in the event of a breach of any of these terms or conditions and RCI reserves the right to terminate the membership of the RCI Member who obtained the guest certificate.
15. An exchange confirmation may be cancelled only if an RCI Member notifies RCI in writing or by telephone. The Exchange Fee is not refunded when an Exchange Confirmation is cancelled.
16. The RCI Member understands and agrees that:
 - (a) Membership is solely limited to the exchange of Holiday Time and no monetary profits, rents or other financial consideration or return or the right to them will result from RCI membership.
 - (b) This agreement is a separate and distinct contract from the RCI Member's purchase agreement with the developer or seller of Holiday Time at Affiliated Resorts or timeshare interests at other resorts.
 - (c) RCI does not offer any interests in real estate, and there is no joint venture or ownership relationship between RCI and any Affiliated Resort or other resort locations.
 - (d) The RCI Exchange Program is designed for intermittent use and should not be the sole reason for the purchase of Holiday Time.
 - (e) RCI Member status must be current to enable the RCI Member to participate in the RCI Exchange Program.
 - (f) If Holiday Time is owned by a corporation, partnership or trustee, the name of the RCI Member will be a named corporate officer, partner or trustee.
 - (g) The maximum number of persons who may hold a single RCI Member membership is two (2) and those persons must own or otherwise be entitled to the Holiday Time as joint tenants and must reside at the same address.
 - (h) Host Resort accommodations may differ in unit size, design, furnishings or amenities from the accommodation at the RCI Member's Home Resort.
 - (i) Fees, if any, incurred by an RCI Member for the use of amenities at a Host Resort through any Exchange Confirmation are determined and collected by that resort.
 - (j) An RCI Member is responsible for payment of any personal expenses incurred by him/her while occupying or travelling to or from a Host Resort unit provided through an Exchange Confirmation, as well as any damage, theft or loss caused by the RCI Member or his/her guests.
 - (k) If the Host Resort unit for which an Exchange Confirmation is provided becomes unavailable due to natural disaster, act of God, war or insurrection, or any other reason beyond RCI's control, the RCI Member will have no claim against RCI. In particular, but without limiting this provision, to the extent permitted by law, no claim will arise in respect of any loss, damage, inconvenience, expenses or cost suffered or incurred by the RCI Member.
 - (l) RCI Members may request an exchange into the same Host Resort location no more than once every four (4) years.
 - (m) Some resorts do not allow exchanges from other resorts located in the same geographic area.
 - (n) Unless notified otherwise by an RCI Member, RCI is entitled from time to time to offer to RCI Members various products and services. In the event that an RCI Member opts out of receiving marketing communications from RCI, the RCI Member understands that he/she will continue to receive some information relating to the RCI Exchange Program during the period of his/her membership. Personal information of RCI Members will be processed as explained at the time of the collection of this information and in accordance with the RCI Privacy Policy, which can be obtained at www.rciap.com or from RCI directly. Participation in the RCI Exchange Program indicates acceptance of the terms of the Privacy Policy.
 - (o) Telephone conversations between RCI Members and RCI representatives may be tape-recorded and/or monitored for training and quality control purposes. The RCI Member hereby consents to such recording and/or monitoring.
17. If an RCI Member sells his/her Holiday Time at an Affiliated Resort, the purchaser of the Holiday Time may apply to RCI to become an RCI Member. The purchaser must properly execute and deliver to RCI a membership transfer application and all ownership information requested by RCI and must pay to RCI the subscription fee and the initiation fee. Following receipt of the foregoing and acceptance by RCI, the purchaser will become an RCI Member. RCI will waive the initiation fee if the purchaser submits the executed membership transfer application, ownership information and subscription fee to RCI within 45 days of the date of purchase of the Holiday Time.
18. To the extent permitted by law, RCI's liability for loss or damage incurred by an RCI Member through use of the RCI Exchange Program is limited to the Exchange Fee paid by the RCI Member for the exchange in respect of which such loss or damage occurred. If any term, condition or warranty is implied by any Act or Ordinance or any Act or Ordinance prohibits the exclusion or modification of any condition, warranty or liability, such condition or warranty will be deemed to be included in this agreement except that the liability of RCI for any breach of such condition or warranty will be limited to the supply of the services in respect of which the loss or damage occurred or the cost of having those services supplied again, at RCI's option.
19. Related programs and services which do not form part of the RCI Exchange Program which are offered to RCI Members by RCI or by third parties with the permission of RCI are subject to separate terms and conditions and may be changed or eliminated without prior notice to RCI Members. To the extent permitted by law, RCI accepts no responsibility for the acts or omissions of any persons or third parties providing such programs or services directly to RCI Members.
20. All published and printed resort information included in the RCI Community Guide can be obtained from the resort in which you hold your Holiday Time and is accurate and complete to the best of RCI's knowledge. To the extent permitted by law, RCI accepts no responsibility for inaccurate or omitted resort information, and accepts no liability in respect of any RCI Member or third party relying upon such information.
21. These terms and conditions and the RCI Exchange Program may be changed from time to time by RCI. Changes may relate to fees, benefits, priorities and procedures for requesting and effecting exchanges. RCI Members are notified of any such changes in RCI publications. Current editions of RCI publications supersede prior publications with respect to the representations it makes concerning terms and conditions of RCI membership and the RCI Exchange Program. RCI is bound only by the representations it makes concerning terms and conditions of RCI Membership and/or the RCI Exchange Program, and is not responsible for additional, contrary or conflicting representations made by any other person.
22. This agreement is governed by the laws of Queensland, Australia. Any action at law or in equity by an RCI Member to challenge or enforce these terms and conditions of the RCI Exchange Program must be submitted exclusively to the jurisdiction of the courts of Queensland. Each RCI Member consents to the jurisdiction of those courts. In the event an action at law or in equity is initiated by the RCI Member and RCI prevails, the RCI Member shall pay all costs incurred by RCI in defending such action, including solicitor/client costs.
23. GOODS AND SERVICES TAX
The RCI Member must pay to RCI any amount which is payable by RCI on account of goods and services tax, value added tax or any other like tax as a consequence of any supply made to the RCI Member under this agreement.
24. DEFINITIONS

"Affiliated Resort" means a resort which has entered into a Resort Affiliation Agreement and/or an Owners Association Agreement with RCI and is entitled to provide the services under the RCI Exchange Program.

"Exchange Confirmation" means the written notice given by RCI to an RCI Member informing that RCI Member that an exchange has been confirmed and that accommodations at a Host Resort have been reserved for use by that RCI Member.

"Holiday Time" means weeks purchased or weeks deposited by an RCI Member into the RCI Deposit Pool being holiday time in a timeshare interest, wholly-owned unit or a similar vacation ownership interest at an Affiliated Resort which that RCI Member is prepared to exchange for use of accommodations in another Affiliated Resort.

"Home Resort" means a resort at which an RCI Member owns Holiday Time or a resort at which an RCI Member has deposited Holiday Time.

"Host Resort" means a resort to which an RCI Member travels on an exchange vacation.

"Owners Association" means an owners association at a resort or other resort whose membership comprises persons who have purchased timeshare interests, wholly-owned units or similar vacation ownership interests.

"Owners Association Agreement" means an agreement between an owners association which manages a resort and RCI which governs the responsibilities of the owners association in respect of the RCI Exchange Program.

"Personal Information" has the same meaning as that which is given to this term under the Privacy Act 1988 (Cth).

"RCI Exchange Program" means RCI's program of providing exchanges of Holiday Time.

"RCI Member" means a person who, or an entity which, owns or has purchased Holiday Time at an Affiliated Resort, has enrolled as a member of RCI and is entitled to participate in the RCI Exchange Program.

"RCI Deposit Pool" means the inventory of Holiday Time deposited by RCI Members at Affiliated Resorts from which RCI exchange requests are confirmed.

"Resort Affiliation Agreement" means an agreement between a resort and RCI which governs the responsibilities of the resort in respect of the RCI Exchange Program.