

**A. MEMBER INFORMATION**

Resort Name \_\_\_\_\_ RCI ID # \_\_\_\_\_ Date \_\_\_\_\_

Applicant Name Last \_\_\_\_\_ First \_\_\_\_\_ Title \_\_\_\_\_

Applicant Name Last \_\_\_\_\_ First \_\_\_\_\_ Title \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Post Code \_\_\_\_\_ Country \_\_\_\_\_

Home Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_ Business Ph # 1 ( ) \_\_\_\_\_ Business Ph # 2 ( ) \_\_\_\_\_ Best time to contact \_\_\_\_\_

Email \_\_\_\_\_

**B. RCI MEMBERSHIP**

I am adding additional ownership to my existing RCI Points membership Yes  No  RCI Points ID # \_\_\_\_\_ - \_\_\_\_\_

**C. INITIAL USE YEAR RESERVATION**

If you have intervals/weeks currently deposited in the RCI Exchange system would you like to have your eligible weeks transferred to RCI Points? Yes  No

**D. VACATION TIME INFORMATION**

Complete the details of only those weeks you wish to convert.

Resort Name (If applicable)	Ownership Type (Both, Od, Ev)	Unit Type H, S, 1, 2, 3,	Unit # (If applicable)	Interval # / Float Period	Number of Points
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

**E. TERM OF PARTICIPATION AGREEMENT**

155 weeks beginning on the start date of Initial Use Year listed in Section C above.

**F. ADDITIONAL OWNERS (Additional owners' names must appear on the deed to the ownership.)**

The first two (2) primary members will receive RCI POINTS materials and mailings. Up to five (5) co-members can be serviced on the account. The co-members names are listed below:

**ADDITIONAL OWNERS**

Print Name (1) \_\_\_\_\_ Print Name (2) \_\_\_\_\_

Print Name (3) \_\_\_\_\_ Print Name (4) \_\_\_\_\_

**G. DEPOSIT INFORMATION**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Member does grant, convey, transfer and assign to the Network Administrator and its lawful successors and assigns for the term of this Agreement

- (i) all rights of use, occupancy and enjoyment in respect to the identified Vacation Time;
  - (ii) all rights, privileges and entitlements as the same relate to use and enjoyment of such Vacation Time; and
  - (iii) an exclusive easement over, on, and to the Vacation Time, inclusive of rights of access, occupancy, use and enjoyment of the Vacation Time.
- Member retains title to the Vacation Time, subject to this assignment. This assignment is to the benefit, use and enjoyment of the Network Administrator in accordance with the RCI Points Network Rules (the "Rules") and the Network Documents (as defined in the Rules).

I understand that I will be required to pay all expenses related to the Vacation Time as well as the current Network Fees during the term of this Participation Agreement. This Participation Agreement shall be subject to the Network Documents and the terms and conditions attached to this Participation Agreement. I have read, and I agree to those terms and conditions.

**MEMBER**

**CO-MEMBER**

Signature \_\_\_\_\_ Signature \_\_\_\_\_

Witness \_\_\_\_\_ Witness \_\_\_\_\_

**H. PLEASE COMPLETE THE FOLLOWING PAYMENT DETAILS**

**Joining fee A\$299 NZ\$319 and 1st year membership fee A\$119 NZ\$132. Total: A\$418, NZ\$451. (All prices include GST.)**

Cheque enclosed A\$ \_\_\_\_\_ NZ\$ \_\_\_\_\_

Money Order A\$ \_\_\_\_\_ NZ\$ \_\_\_\_\_

Credit Card  Visa  Bankcard  Mastercard  Amex (AUS only)  Diners (AUS only)

Card Number

Expiry Date Month \_\_\_\_ Year \_\_\_\_ Cardholder's Name \_\_\_\_\_

Cardholder's Signature \_\_\_\_\_

RCI Pacific recognises the importance of your privacy. RCI collects your personal information in order to provide you with a range of RCI membership services, such as the opportunity to exchange your holiday accommodation for other benefits and services. We will not sell your information about you nor will we make it available to other businesses without your consent. Like many businesses, RCI sometimes uses external contractors (such as mail houses) to help maximise the quality and efficiency of our 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 RCI 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](mailto:privacyofficer@rciap.com). Our privacy policy can be viewed in full at [www.rciap.com](http://www.rciap.com).

## 1. DEFINITIONS.

The terms used herein are defined in the Rules. "You" or "Member" means the Member identified on the reverse side hereof who is accepted by Network Administrator as a Member in the Network. "We" or "Us" means RCI Pacific Pty Ltd (ABN 46 084 640 933) ("RCIP") (the "Network Administrator"), the owner and operator of the Network and the Network Depository. "Personal Information" has the same meaning as that which is given to this term under the Privacy Act 1988 (Cth).

## 2. ASSIGNMENT OF RIGHTS.

- (a) As set forth on the first page hereof, during the term of this Agreement you hereby assign rights in respect to the Vacation Time identified to the Network Administrator for use and enjoyment of the Network Administrator, the Network Depository and the Members within the RCI Points Network in accordance with the Network Documents. You shall retain title to the Vacation Time. All obligations associated with or appurtenant to the Vacation Time, including but not limited to any obligation for the payment of any maintenance fees, assessments, taxes, common expenses, recreational fees, mortgage or other fee associated with Vacation Time shall remain your obligation, and are not assigned or delegated to or assumed by us, and you remain responsible for the payment of all promissory notes or mortgage debts related to your acquisition and maintenance of the Vacation Time (collectively with all of the fees and expenses referenced in this paragraph 2(a) "Vacation Time Expenses").
- (b) The purpose of the assignment is to grant to the Network Administrator during the term of this Agreement all rights of use, enjoyment and occupancy as relate to the Vacation Time. You shall have such rights to use the Vacation Time as set forth in the Network Documents. You shall not disturb the rights of the Network Administrator, the Network Depository, nor any Member to use, enjoy, occupy and otherwise perform their respective rights, privileges and duties in respect to the Vacation Time, nor disturb the rights of the Network Administrator, the Network Depository or any Member in respect to use and enjoyment of the assigned rights. Your rights of use, occupancy and enjoyment of the Vacation Time during the term of this Agreement shall be as set forth in and are subject to the Network Documents. You acknowledge that those documents may be changed from time to time, in accordance with their terms.
- (c) You agree that if any of the information contained on the front of this Agreement is incorrect, you will accept a notice of changed information from the Network Administrator as conclusive evidence of the correct information, and such notice shall be effective to so amend this Agreement.

## 3. TERM

The initial term of this Agreement is set forth in Paragraph E. At the end of the initial and any renewal term, this Agreement (at the option of the Member pursuant to paragraph 6 below) shall renew for an additional term equal to the initial term.

## 4. APPLYING FOR MEMBERSHIP

- (a) To become a Member, a Participation Agreement and the applicable fees must be submitted by you or on your behalf and accepted by the Network Administrator, on behalf of the Network Depository. The Network Administrator reserves the right to refuse any Participation Agreement and the applicable fees that are presented to it.
- (b) Each Participation Agreement must be in the name of the lawful owner of the Vacation Time. The Network Administrator may require that any corporation, partnership, trust or other entity holding title to Vacation Time, other than a natural individual, designate an individual who shall exercise membership rights on behalf of such enterprise.
- (c) The Network Administrator may require separate memberships for multiple owners of a single Vacation Time or may limit how multiple owners may exercise rights of membership.

## 5. MEMBERSHIP FEES, SUSPENSION TERMINATION, TRANSFER

- (a) You agree to pay Network Fees when billed. If not paid within thirty (30) days after date of the bill, Network Fees will incur interest at the rate of 1 1/2% per month (18% per annum) and a late fee in an amount of AU\$10.00.
- (b) You acknowledge that your Network Fees may change from time to time, in accordance with the Network Documents.
- (c) If you fail to pay your Network Fees, Vacation Time Expenses or amounts otherwise owed when due, the Network Administrator may suspend the use of your RCI Points until such time that payment is made, in full. Any suspension of use of RCI Points shall not release you or the Vacation Time from the terms of this Agreement.
- (d) You authorize the Affiliated Resort (as defined below) or other applicable entity to release to us any information we request related to your payment or lack of payment of Vacation Time Expenses.
- (e) You acknowledge that if you fail to pay Vacation Time Expenses, the Network Administrator may in its sole discretion pay some or all of the outstanding Vacation Time Expenses. In that case, the amount of Vacation Time Expenses paid by the Network Administrator shall be treated as your Network Fees which have not been paid.
- (f) You agree that, in accordance with the Network Documents, your failure to adhere to the terms of the Network Documents and this Agreement may, in the sole discretion of the Network Administrator, lead to the suspension or termination of your membership and participation in the Network.
- (g) If you transfer or sell your Vacation Time, the transferee/purchaser of your Vacation Time will acquire your Vacation Time subject to the terms of this Agreement. Such transferee/purchaser may only activate their RCI Points by completing and executing a membership transfer application, which shall include pertinent ownership information, and by submitting the applicable fees to the Network Administrator. The Network Administrator reserves the right to require that a membership transfer be made by, through and subject to the procedures of an approved transfer agent. The Network Administrator also reserves the right to refuse to accept any membership transfer application and the applicable fees.

## 6. MEMBERSHIP RENEWAL

- (a) If the Network Administrator decides to offer a renewal of Membership, the Network Administrator will, two (2) months prior to the expiration of this Agreement, send to you a Renewal Notice. The Renewal Notice will give you the option to renew your Membership.
- (b) To accept the renewal, you must advise the Network Administrator of your acceptance no later than seven (7) days prior to then expiration of this Agreement by any of the following means:
- In person • By post • By facsimile • By email • By telephone; or
  - Any other manner stated in the Renewal Notice.
- All required address details will be provided in the Renewal Notice.
- (c) If the Renewal Notice is not received by the Network Administrator 7 days before the expiration of this Agreement, the Agreement will terminate from the expiration date.

## 7. RELATIONSHIP BETWEEN US AND THE AFFILIATED RESORT

- (a) Your Home Resort or Home Resort Group (hereinafter collectively "Affiliated Resort") is a party to an agreement with the Network Administrator. These Terms and Conditions are separate and distinct from the Network Administrators agreement with the Affiliated Resort.
- (b) The Network Administrator and the Affiliated Resort, developer, marketer or seller of Vacation Time are separate and distinct entities, and the Network and the products or services that are sold by or on behalf of the Affiliated Resort, including but not limited to Vacation Time, are also separate and distinct. Neither the Network Administrator nor the Network Depository own, develop, market or sell Vacation Time, nor are either one engaged in a joint venture, partnership or agency relationship with the Affiliated Resort, developer, marketer or seller of Vacation Time. Further, these Terms and Conditions are separate and distinct from your agreement with the Affiliated Resort, developer, marketer or seller of Vacation Time.
- (c) If the Affiliated Resort fails to perform the obligations in its agreement with the Network Administrator, or if that agreement ends for any reason, the resort may lose its Affiliated Resort status. The Network Administrator may, at its option, continue to honor existing memberships for the remainder of their term despite loss by the Affiliated Resort of its status as an Affiliated Resort. The Network Administrator may, at its option, also cancel an existing membership or the relevant RCI Points following the loss by the Affiliated Resort of its status as an Affiliated Resort.
- (d) Your decision to purchase Vacation Time should be based primarily upon the benefits to be gained from the ownership, use and enjoyment of your Vacation Time at the Affiliated Resort and not upon the anticipated benefits of the Network. The Affiliated Resort at which you purchase your Vacation Time is solely responsible for its financial viability and the quality of its accommodations, facilities, amenities, management and services.

## 8. ACKNOWLEDGMENTS

- (a) You agree that by signing this Agreement, you represent and warrant to the Network Administrator that: (1) You have the legal right to use and assign the use of the Vacation Time and all other resort amenities to which you have access; (2) the Vacation Time has not been and will not during the term of this Agreement be assigned, offered or made available to any third party outside the Network; (3) the physical accommodations in which you own Vacation Time are in good and usable condition; and (4) all Vacation Time Expenses arising during the term of this Agreement have been paid or will be paid by you when due.
- (b) You acknowledge that options available to Members for Reservations and the procedures and conditions governing Reservations are set out in the various Network Documents, copies of which you have received. Such procedures and conditions are incorporated herein in their entirety. You further acknowledge that your participation in the Network and use of Units at Affiliated Resorts and of Network Partner Inventory are subject to the Network Documents.
- (c) You acknowledge that the Network Documents which govern your use, occupancy and enjoyment of the Vacation Time may change from time to time in accordance with their terms.
- (d) You acknowledge that if you do not reside in the country in which you purchased the Vacation Time, the Network Documents that govern your use, occupancy and enjoyment of the Vacation Time may vary from those you received at the time of purchase. Please call us at Australia 1300 369 476 or New Zealand 0800 569 476 to obtain the Network Documents applicable to you.
- (e) You acknowledge that as a Member you are automatically an RCI subscribing member, allowing you to access the External Exchange Program in accordance with the Network Documents. You acknowledge that, in addition to the Network Documents, your access, use, occupancy and enjoyment of Vacation Time in and through the External Exchange Program is also governed by the RCI Terms and Conditions of Membership, which may change from time to time in accordance with its terms. You acknowledge that you received a copy of the foregoing terms and conditions prior to executing this Agreement.
- (f) You acknowledge that the Unit for which you receive a confirmed Reservation may differ in unit size, design, furnishings, amenities and facilities from the Unit associated with your Vacation Time.
- (g) You acknowledge that we may (without refund or credit) revoke a confirmed Reservation, terminate or suspend the membership of a Member or deny access to any of the products or services offered in connection with a membership if a Member or his guest misuses a Reservation or otherwise breaches these Terms and Conditions or the Network Documents.
- (h) Telephone conversations to and from representatives of the Network may be recorded and/or monitored for training and quality control purposes. Your personal information 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](http://www.rciap.com) or from RCI directly. Your participation in the RCI Exchange Program indicates acceptance of the terms of the Privacy Policy.
- (i) You agree that, during the period of membership and for 12 months after expiry of membership, RCIP and/or RCI Travel Pty Ltd may offer you various products and services relating to RCI Points and/or to other offers relating to holidays, exchange and cash holidays (including by telephone). You may opt out of receiving marketing communications from RCIP at any time by contacting us on +61 7 5588 9999. If you opt out, you understand that you may continue to receive some information relating to RCIP's and/or RCI Travel Pty Ltd's products and services (except by telephone).

## 9. LIMITATION OF LIABILITY

The Network's liability, including the liability of the Network Administrator, to a Member or guest with respect to their use of or inability to use the Network shall be limited to the actual fees paid to the Network Administrator for the use out of which the liability arose. In no case shall the Network or the Network Administrator be liable for special, consequential or punitive damages. Non-Network related programs and services, including but not limited to Network Partner Inventory, offered through the Network Administrator or by third parties with the permission of Network Administrator are subject to separate terms and conditions and may be changed or eliminated without prior notice to you. The Network Administrator accepts no responsibility for the acts or omissions of any third parties providing such programs or services directly to you.

## 10. CHOICE OF LAW/CHOICE OF FORUM

The parties agree that all disputes relating to this Agreement and the Network shall be governed by the laws of New South Wales. Any action at law or in equity by a Member or guest, who is either vacationing with the Member or who is traveling by way of a guest certificate, to seek any remedy against the Network Administrator or its associated entities must be brought in the courts of New South Wales, Australia and the parties consent to the personal jurisdiction of those New South Wales courts. If an action at law or in equity is initiated by a Member or guest and the Network Administrator prevails, that Member or guest shall pay all costs incurred by Network Administrator in defending such action, including reasonable legal fees.

## 11. 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.