

Effective Date: June 1st, 2020

RCI Weeks Hotel Program Terms & Conditions

- 1) Your booking and exchange of Deposit Trading Power for hotel products and/or services are subject to the terms and conditions set forth in the Terms and Conditions of RCI Weeks Subscribing Membership, and/or the RCI Platinum Membership Rules (if you are an RCI Platinum Member), together with these RCI Weeks Hotel Program Terms & Conditions, including but not limited to restrictions due to black-out dates or unavailability.
- 2) RCI may at any time, in its sole discretion, add, amend or terminate any Weeks Hotel Provider inventory and/or service(s).
- 3) RCI and each Weeks Hotel Provider are separate and distinct entities, and RCI may have no control over the operation of any of the Providers.
- 4) RCI Weeks Members who are eligible to use the Program, may use certain of the total amount of Eligible Deposit Trading Power available to them towards hotel reservations. The foregoing notwithstanding, under no circumstances may a standard RCI Weeks Member use more than his or her available eligible Deposit Trading Power.
- 5) Eligible members may use their Trading Power in exchange for discounts off the value of hotel accommodations at Weeks Hotel Provider Inventory. For each night and room booked in a transaction, there will be a specified number of Exchange Trading Power units required. In addition, for each room booked in a transaction, there may be a cash component required, The amount of Exchange Trading Power, as well as the related discounts, may change from time to time, based on the product type, price and timing of the Weeks Hotel Provider Inventory. Members will have online access at www.rci.com to the most current discounts. In addition, RCI guides will be available, at 800-207-7037 or other numbers published by RCI from time to time to assist members. All discounts, Exchange Trading Power amounts and values remain subject to change without notice at the sole discretion of RCI.
- 6) After the discount has been deducted from the cost of the transaction, any remaining cost must be paid by the Member with cash (by debit card), credit card, or any other method of payment accepted by RCI in its discretion, at the time of the transaction. For example, if a hotel night has a retail value of \$125 and the member chooses to exchange a Deposit Trading Power of 1 for a \$25 Discount, the remaining \$100 may be paid by cash (by debit card) or credit card.
- 7) Additional restrictions and/or terms and conditions may apply for any particular Weeks Hotel Provider transaction. See the individual provider for such restrictions and/or additional terms and conditions.
- 8) The Weeks Hotel Provider inventory and any other products and/or services offered are subject to availability and certain blackout dates may be imposed by RCI or the Weeks Hotel Provider without further notice.
- 9) Unless otherwise stated at the time of booking, all transactions are non-refundable, non-changeable, and nontransferable and are subject to the terms and conditions of the carrier/provider in addition to any RCI terms and conditions.
- 10) Subject to the additional restrictions set forth herein, any Deposit Trading Power exchanged for hotel transactions will be subject to a limited period where by any hotel transaction cancelled by the close of business the next day would be subject to the full refund of any Deposit Trading Power exchanged. After the close of business of the next day, all Deposit Trading Power exchanged will be forfeited in the event of a cancellation. Notwithstanding the foregoing, if a transaction is made within three days of the date of travel, then such transaction is final and no grace period will apply to the Deposit Trading Power. Any other amounts paid, whether by cash (by debit card) or credit, will be subject to the cancellation policy of the Weeks Hotel Provider and will not be subject to the grace period.
- 11) RCI does not warrant the suitability, safety or security of resort or hotel activities, guides, vendors or service providers described herein. It is the member's responsibility to investigate the safety and suitability of any activity, and the credentials and fitness of any guide, vendor or service provider, and members participate at their own risk. RCI expressly disclaims any express or implied warranty or any liability in connection with such resort activities, guides, vendors or service providers, Information about the Week Hotel Provider's products and/or services published by RCI is based on information obtained from the related Weeks Hotel Provider. Therefore RCI cannot accept responsibility for, and shall have no liability for any inaccurate, incomplete or misleading information provided concerning RCI Hotel Program products and/or services.

Any applicable vendor, guide, or service provider may, in its sole discretion, impose additional fees, terms, conditions and restrictions to any activity or service, and such additional fees, terms, conditions and restrictions are subject to

change at the sole discretion of the service provider, guide or vendor. . In addition, rules or regulations may be imposed by government agencies, states, municipalities, or similar bodies related to a member's travel plans. It is the responsibility of the member to determine if any such additional laws, regulations, fees, terms, conditions and restrictions apply to their transaction. RCI does not warrant the availability of third party activities or services.

- 12) If RCI or any Weeks Hotel Provider should be prevented, hindered or delayed in the performance of any obligation hereunder, including, but not limited to, providing accommodations or other travel services, due to a "Force Majeure" beyond its reasonable control, then such party shall be excused from further performance. The term "Force Majeure", as used herein, shall mean and refer to (i) an act of God or public enemy, fire, explosion, perils of the sea, lightning, earthquake, storm, flood, declared or undeclared war, revolution, insurrection, riot, act of piracy, act of terrorism, sabotage, blockade, embargo, accident, epidemic or quarantine; (ii) action by a governmental authority which prevents or delays performance such party's obligations hereunder; or (iii) a strike, lockout or other labor unrest resulting from any cause and whether or not the demands of the employees involved are reasonable or within such party's power to concede. Notwithstanding RCI or any Weeks Hotel Provider's inability to perform any obligation hereunder, the member's obligations hereunder shall continue.
- 13) RCI may amend these RCI Hotel Program Terms & Conditions at any time in its sole discretion in the manner set forth in the Terms and Conditions of RCI Weeks Subscribing Membership for amending the Terms and Conditions of RCI Weeks subscribing membership.