

Resort Advantage Card® Terms and Conditions

These Resort Advantage Card Terms and Conditions govern the use of the Resort Advantage Card®, and constitute an agreement (the “Agreement”) between the Card Recipient and Advantage Services” (“AS”).

1. **Definitions:** Capitalized terms used in this Agreement shall have the meanings ascribed to them within this Section 1. Capitalized terms used in this Agreement not ascribed a meaning within this Section 1, shall have the meanings ascribed to them as defined within the Sections of their use. Throughout this Agreement, unless the context otherwise clearly indicates, words used in the singular include the plural, the plural includes the singular, and the neuter gender includes the masculine and the feminine when gender could be applicable.
 - a. Card: “Card” means the Resort Advantage Card.
 - b. Card Recipient, Registered Recipient, or Recipient: A “Card Recipient” and/or “Registered Recipient” and/or “Recipient” means the person having received and Registered the Card.
 - c. Card Value: The “Card Value” means the Card savings denomination (in US Dollars) indicated on the Card (e.g. \$200, etc.).
 - d. Host Provider: A “Host Provider” means any entity engaged by AS for the provision of a Recipient service (i.e. Resort accommodations, etc.).
 - e. Redemption: “Redemption” means the time when Recipient has made a Reservation. A Card is redeemed in full upon a single Reservation (the Card cannot be redeemed over multiple Reservations).
 - f. Redemption Term: “Redemption Term” means the time allocated for a Recipient to use the Card (e.g. 12 months), when applicable.
 - g. Redemption Website: “Redemption Website” means the website a Recipient visits to Register and redeem the Card (www.ResortAdvantageCard.com).
 - h. Registration or Registered: “Registration” and/or a “Registered” Card means the time when the Recipient has visited the Redemption Website, entered the Card number, properly completed and submitted the Registration form, and the Card is validated and accepted by AS.
 - i. Reservation: A “Reservation” means Resort accommodations reserved through AS in connection with Card Redemption.
 - j. Resort: The term “Resort”, including, but not limited to, when used in the context of “Resort accommodations”, “Resort Advantage Card”, “Resort stay”, among others, is defined as a property providing lodging accommodations, and that is available to be reserved through AS from time to time, which may include, but is not be limited to, properties that are described and/or categorized as resorts, hotels, vacation homes, apartments, among other descriptions.
 - k. Travel Documents: “Travel Documents” means written documentation provided to a Recipient from AS and/or a Host Provider in connection with a Redemption Reservation.
 - l. Use Terms: “Use Terms” means Resort Advantage Card Terms and Conditions.
2. **No Card Fees or Card Value Expiration:** No fees will be deducted from the Card Value at any time (e.g. no monthly fees, no account fees, no Redemption fees, etc.). Unless expressly stated otherwise at the time of issuance, the Card Value does not have an expiration date, and will not expire until redeemed, revoked, or as otherwise provided hereunder.

3. **Card Value Discount:** The Recipient is entitled to make a Reservation at a rate discounted by the Card Value indicated on the Card (e.g. \$200). The Card Value discount is provided by deducting the Card Value from the AS best general public price at the time of the Redemption search. For example, in the event the AS best general public price is \$899, and the Card Value is \$200, the Recipient is entitled to make the Reservation at a cost of \$699.
4. **Registration:** Recipient must "Register" the Card. There is no cost for Registration. Registration is completed by Internet at www.ResortAdvantageCard.com.
5. **Redemption:** In the event the Card has a Redemption Term, the Reservation must be made within the Redemption Term; however, the travel dates of the Reservation can be after the expiration of the Redemption Term. The Card Value cannot be reloaded. Limit of one Card per Reservation. All Reservations are in U.S. dollars. Recipient may redeem the Card as follows:
 - a. By Internet at the Redemption Website.
 - b. By phone at 702-304-4604 (direct), 877-304-4604 (Toll Free U.S./Canada), 01-800-681-1524 (Toll Free Mexico), 00-800-0012-3333 (Toll Free Europe). Note: Phone service will not produce additional options from what can be found online at the Redemption Website.
6. **Additional Services:** Recipient is entitled to make Resort Reservations as expressly defined herein, which are accommodations only, and do not include transportation. In the event Recipient and AS desire to engage in any product or service arrangements outside the scope of a Card Redemption, such products or services and their associated terms and pricing shall be as agreed to between Recipient and AS on a case-per-case basis, and shall have no impact on the Card.
7. **Eligibility:** The Card is valid only when redeeming directly through AS, therefore the Card cannot be redeemed independent of AS, including, without limitation, directly with any Resort. The Card is valid only for the Card Recipient having Registered the Card, and provided that; (a) the Registered Recipient does not sell the Card, and (b) the Registered Recipient is 21 years of age or older, and (c) the Registered Recipient is not past due on any monies owed to AS. Furthermore, a Card is valid only when the Card is "In Good Standing". The term "In Good Standing" is understood to mean a Card; (a) obtained from an authorized distributor in compliance with the applicable distributor agreement, and (b) not yet redeemed, and (c) not yet expired (when applicable), and (d) not rendered void, and (e) otherwise redeemable pursuant to the Use Terms.
8. **Availability:** Resort stay selections are available by Internet at the Redemption Website or by contacting AS by phone. **Resort availability will not perform as traditional retail hotel room availability performs.** Resort accommodations are more exclusive and less available than hotel rooms; therefore availability and pricing is unpredictable, and expected to change without notice. Resort stay Reservations are subject to minimum purchase requirements. All sales are in U.S. dollars. Note: Phone service will not produce additional options from what can be found online at the Redemption Website.
9. **Resort Stay Reservation Length and Occupancy Value:** Resort stay selections are offered in 7-night-stay Reservations. The Reservation cost paid is a flat rate and will include up to full occupancy. For example: A \$699 Reservation cost (after Card discount is applied) for a 2-bedroom with a maximum occupancy of six

persons will be \$699 whether occupying the room with one person or with six persons. Therefore, the Reservation cost is NOT based on a per-person/per-night model. This can result in a significant value, which can be seen when calculating a per-person/per-night equivalent. For example, using the \$699 example, the 2-bedroom room would be \$16.64 per-person/per-night at full occupancy ($\$699 \div 7 \text{ nights} \div 6 \text{ persons} = \$16.64 \text{ per-person/per-night}$), and the same room would be \$99.86 per-night if occupied with one person ($\$699 \div 7 \text{ nights} \div 1 \text{ persons} = \99.86 per-night).

10. **All-Inclusive Mandatory Resorts:** While the Reservation cost pricing is NOT based on a per-person/per-night model, the Card Redemption options may include All-Inclusive mandatory Resorts in addition to non-mandatory All-Inclusive Resorts. All-Inclusive Resorts are popular in select locations and can provide additional value. When a Redemption option is at an All-Inclusive mandatory Resort, a mandatory purchase of an All-Inclusive package is required at the time of check-in, which is normally inclusive of meals, beverages, activities, etc. All-Inclusive packages are normally based on a per-person, per-night rate. In every case when an All-Inclusive mandatory Resort is offered, this will be clearly indicated in conjunction with the offer, including the All-Inclusive details. Card Recipients will always be fully informed in advance of Card Redemption.
11. **Cancellation/Change/Refund Policy:** This promotion provides specific cancellation, change and refund policies that may occasionally differ from the general public market.
 - a. **Reservations purchased electronically (online)** shall be considered CONFIRMED (purchased) upon the Recipient selecting the purchase, entering their Credit Card information into the Internet Credit Card payment gateway, and selecting to complete the transaction (i.e. “continue”, “confirm”, “finish”, “purchase”, etc.). Unless otherwise expressly promised in writing at the time of the Reservation, online purchases shall NOT be cancellable or refundable for any reason, including nonuse of the accommodations. In the event AS allows a cancellation of an online purchase, a Cancellation Fee may be required. Cancellations for Reservations purchased electronically (online) are at AS’ sole discretion.
 - b. **Reservations NOT purchased online** (i.e. Reservations purchased by phone, fax, or email) shall be considered CONFIRMED (purchased) when the Reservation is offered and accepted, even when payment remains pending. Unless otherwise expressly promised in writing at the time of the Reservation, Reservations made directly through AS (not booked online) shall NOT be cancellable or refundable for any reason, including nonuse of the accommodations. In the event AS allows a cancellation, a Cancellation Fee may be required. Cancellations for Reservations **NOT** purchased electronically (online) are at AS’ sole discretion.
 - c. **ALL Reservations**
 - i. **Cancellation Fees:** In the event a cancellation is possible, the Cancellation Fee will vary and may, at AS’ sole discretion, include an AS Cancellation Fee and also a Host Provider Cancellation Fee.
 - ii. **Reservation Changes:** Most Reservations cannot be changed (accommodation change, itinerary change, etc.) once a Reservation has been made. The possibility of changes and their associated fees will vary on a case-per-case basis.
 - iii. **Lost Reservations Without Refund:** Any loss of a Reservation due to a Recipient’s or Recipient’s guest’s failure to comply with the term/conditions of a Reservation, including without limitation, occupancy limits, personal identification requirements, international travel requirements, Travel Documents, Host Provider rules/policies, etc. shall be lost without any refund or other consideration. AS has no responsibility or liability whatsoever for Reservations lost, delayed,

cancelled or affected in any way due to any act of nature (e.g. hurricane, tropical storm, earthquake, etc.), act of war, force majeure, or for other reasons beyond AS' control.

- iv. Travel Insurance: When available, travel insurance is offered, and may be purchased through AS to protect the Reservation investment.
- v. Collections: In the event AS is unable to collect any monies owed as required, and in addition to all other remedies available, AS reserves the right to cancel other paid Reservations made by Recipient, if any, and to retain monies from such cancellation(s) sufficient to recover the unpaid Reservation and to cover a Cancellation Fee in connection with the cancelled Reservation(s).
- vi. **Charge Identification:** When making payment by Credit Card, the charge to the Credit Card will show as a charge from "**Advantage Services**". Recipients are expected to make note of this to avoid a frivolous charge-back due to failure to recognize this charge on the Credit Card statement. Charge-backs and other frivolous Credit Card challenges can result in revocation of Card entitlements, legal action, collection activity, among all other remedies available to AS.
- vii. Policy Disclosure: All purchases made through AS and/or Host Providers are made under the terms and conditions of the AS Cancellation/Change/Refund Policy. AS Cancellation/Change/Refund Policy shall apply regardless of any conflict in policy between that stated by AS and the associated Host Provider. The AS Cancellation/Change/Refund Policy and any associated fees may change at any time without notice. Changes will not apply to Reservations purchased prior to such changes. All Reservation changes and/or cancellations are at AS' sole discretion.

12. **Host Provider Check-In Requirements, Emergency Procedures, Host Provider Rules, Fees Due to Host Providers:**

- a. For most Reservations, the responsible guest must be at least 21 years of age. Additional minimum age requirements are subject to Host Provider rules. Recipients are responsible for their actions and the actions of their guests.
- b. Once all Reservation requirements have been met, AS and/or an AS Host Provider will provide Reservation Travel Documents by email. Travel Documents must be presented upon check-in at the Host Provider accommodations. AS Travel Documents contain important information, such as check-in/checkout times, check-in/checkout procedures, travel dates, Reservation numbers, guest names, additional terms and conditions specific to each Host Provider accommodations, among other information. Replacement of lost Travel Documents may require a fee. All Host Providers and the accommodating properties reserve the right to reassign visiting guests to comparable substitute accommodations when necessary.
- c. **Emergency Procedures:** Reservation problems are extremely rare; however, in the event a Recipient encounters a problem with any Reservations, the Recipient must contact AS immediately. If voice mail is reached, a message must be left in the emergency voicemail box with a present contact number. AS monitors this service for after hour messages. AS reserves the right to correct any problems prior to any Recipient securing alternative accommodations and/or incurring additional costs. AS is not responsible or liable, in any manner whatsoever, for any expense incurred without prior authorization from AS. AS is not responsible or liable, in any manner whatsoever, when AS emergency procedures are not followed. If any accommodations or facilities become unavailable due to any act of nature (e.g. hurricane, earthquake, tropical storms, etc.), act of war, force majeure, or for other reasons beyond AS' control, AS may attempt to arrange alternative accommodations, but has no liability or obligation to do so. **For most Reservations travel Insurance may be purchased to protect the Reservation investment.**
- d. Recipients, and all Recipient guests, are required to occupy Host Provider accommodations in a responsible, careful and secure manner and in accordance with the rules and regulations established by the Host Provider. Violations of Host Provider rules can have severe consequences, including, but not limited to, refusal of occupancy, eviction from accommodations, revocation of the associated Card,

additional remedies available to AS, and additional remedies available to the Host Provider. Neither AS, nor any entity distributing Cards, has any obligation to provide any credit and/or other compensation whatsoever to any persons in connection with any loss in connection with failure to comply with Host Provider rules, including, without limitation, refusal of occupancy and/or eviction from Host Provider accommodations.

- e. Host Provider accommodations may require additional fees, including, but not limited to, fees for the use of certain amenities, services and facilities and/or taxes, key deposit, security deposit, etc., which are determined by and collected by the Host Provider accommodations, and are the responsibility of the Recipient and their guests.

13. Liability:

- a. In no event shall AS be liable for any damages of any kind, including without limitation, direct, special, indirect, punitive, incidental or consequential damages arising out of, or in any way connected with, the use or nonuse of any Card, including, without limitation, products and services obtained through the Card, any technology, travel services or other services provided by AS or any Host Provider, or any other entities, whether based on a theory of negligence, contract, tort, strict liability, consumer protection statutes or otherwise, and even if AS has been advised of the possibility of such damages. Any Host Provider and/or any authorized entity issuing Cards are Independent Contractors and not agents or employees of AS. AS is not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any such Independent Contractor or for any personal injury, death, property damage or other damages or expenses resulting there from.
- b. If, despite the limitation above, AS is found liable for any damages whatsoever, all entities and/or persons utilizing products and/or services through AS do so with the express understanding that AS' liability and responsibility hereunder is limited to the service fee received by AS for the specific service provided. **Recipient's participation in this promotion constitutes Recipient's express consent to be bound by these liability limitations and all other Use Terms.**
- c. AS, without limitation, shall not be responsible for telephone costs, transportation, etc. incurred while traveling. Some accommodations require additional fees for the use of certain amenities and facilities. These fees are determined and collected by the Host Provider and may include, without limitation, key/security/damage/amenity deposits, etc., and are the responsibility of the Recipient and Recipient's guests.
- d. Special requests such as ocean view, ground level, balcony etc. cannot be guaranteed unless expressly guaranteed in writing within the AS Travel Documents. AS does not discriminate against anyone based on race, color, creed, sex, marital status, national origin, age or disability, however AS has no control over the extent to which Host Provider accommodations are equipped for disability occupancy. **Recipient is solely responsible for selecting properties and accommodations that meet their specific needs, and for confirmation directly with such properties that such special needs are in place prior to making a Reservation.**
- e. Recipients are responsible for their actions and the actions of their guests. Any damage caused to any Host Provider property is the responsibility of the Recipient. In the event any Recipient and/or Recipient's guest should lose occupancy of a Resort stay for failure to comply with Host Provider rules, including, without limitation, occupancy limits, pet policy, noise complaints, etc., such Recipient and/or Recipient's guest shall not be entitled to any compensation whatsoever from AS, and shall be held liable for any and all damages caused to AS as a result of such behavior, and the associated Card shall remain redeemed.
- f. Recipients agree to indemnify, release from any and all liability and hold AS, their parent, subsidiary,

affiliated companies, and any companies associated with AS in any way, and their respective officers, directors, employees, agents and successors harmless from and against any and all claims, demands, suits, damages, losses, costs and expenses suffered, made, incurred or assumed in connection with participation in this promotion, including, but not limited to, any use or nonuse of any accommodations, and any circumstances not under the direct control of AS. Any tax liability, including disclosure, connected with the receipt and/or use of a Card is the Recipient's responsibility.

- g. Recipients acknowledge that once a Reservation is made through AS under this promotion, all services provided by the applicable Host Provider are the responsibility of that Host Provider. Furthermore, the Recipient also acknowledges that any authorized entity issuing Cards shall not be responsible for AS promises; therefore, any claim related to the promises made by AS hereunder must be submitted directly to AS. AS assumes no responsibility for any promises, oral or written, beyond what is contained within the AS-issued printed Card and/or AS-issued electronic Card and the official AS Redemption Website.

- 14. **Independent Entities:** The entity distributing the Card, and all Host Providers associated with any Reservations made through the Redemption of the Card, and every other third-party product or service provider (each an "Independent Entity" and collectively the "Independent Entities"), each operate as independent contractors and there are no agent relationships between AS and any such Independent Entities. No act undertaken by either AS or any Independent Entity, within the scope of the Use Terms, or outside the scope of the Use Terms, shall be construed as an act by either as an agent for the other. AS assumes no responsibility or liability for any claim or loss incurred or sustained in connection with or arising out of any Recipient's purchase of, or participation in, any Independent Entity program, or any other product and/or service a Recipient may be exposed to or involved with through any Independent Entity and/or any other entity of which AS has not specifically designated itself as the responsible party. Any actions by any Independent Entity or AS in the promotion of the other, including, without limitation, Internet links between websites and/or private-branding of Cards, are provided only as a convenience.
- 15. **No Cash Value:** The Card is not redeemable for cash and it is void if Recipient sells it for cash or other consideration. The Card is not combinable with any other promotions, offers, cards, coupons or group rates. The Card is not replaceable and has no value if lost, stolen, destroyed or transferred.
- 16. **Governing Law:** This Agreement is made in the state of Nevada and shall in all respects be governed by and construed exclusively in accordance with the laws of that state. Any and all suits arising out of or relating to this Agreement, including, but not limited to, suits for any and every breach of this Agreement shall be instituted and maintained in the courts of Clark County, Nevada and all parties hereby consent to the exclusive jurisdiction thereof. Furthermore, a Recipient's participation in this promotion and/or usage of this Card is that Recipient's express consent to this jurisdiction.
- 17. **Waiver:** No waiver by AS of any breach or default by any Recipient (including a Recipient's guest) of any term or condition shall be deemed a waiver of any other breach or default (whether prior or subsequent thereto) of the same or any other term or condition.
- 18. **Attorney's Fees:** In the event litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the

prevailing party may be entitled.

19. **Jury Trial Waiver:** Recipient an AS hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement.
20. **Cure Notice:** In the event Recipient believes that AS in breach of any of the Use Terms or otherwise believes to have a claim for damages or other remedy, Recipient shall give AS written notice of such breach or claim and shall not proceed with any litigation or other proceeding unless and until AS fails to cure such breach or satisfy such claim within thirty (30) calendar days after AS' receipt of such written notice.
21. **Redemption Term:** In the event the Card has a specific Redemption Term (e.g. 12 months), which will be indicated on the Redemption Website, the Redemption Term shall begin on the date the Card was issued, regardless of when the Card was Registered, and shall expire on the date the Redemption Term ends (e.g. 12 months immediately following the date of issuance), and the Card is thereby expired, and will be deactivated, at AS' sole discretion.

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