

## **ASIA**

### **Terms and Conditions of RCI Weeks Subscribing Membership (“Terms of Membership”)**

#### **1. INTRODUCTION**

1.1 These Terms of Membership set out the legally binding contract between RCI Asia Pacific Pte Ltd, Singapore Branch ("RCI" or "we") and each person who has or has had the legal right to own, occupy or use accommodation ("Holiday Ownership") in a resort or holiday plan which has or was affiliated to RCI (an "Affiliated Resort") and who applies or is or was accepted for membership of RCI or who uses or has used the RCI Exchange Programme ("Members" or "you").

**1.2 These Terms of Membership will apply to all programmes or services offered by RCI to Members, their travelling companions and their guests ("Guests") who exchange into the RCI Exchange Programme together with any other applicable terms and conditions notified to you by RCI.**

**1.3 Your decision to buy Holiday Ownership should be based primarily on the benefits to be gained from the ownership, use and enjoyment of your Holiday Ownership at the Affiliated Resort and not on the anticipated benefits of exchanging it through the RCI Exchange Programme. The Affiliated Resort at which you purchase your Holiday Ownership is solely responsible for its financial viability and the quality of its accommodation, facilities, amenities, management and services and compliance with all laws, rules and regulations.**

**1.4 RCI is only responsible for written representations that it makes concerning RCI and the RCI Exchange Programme, and is not responsible or liable for any representations made by any other person or entity. The obligations of RCI under these Terms of Membership can be performed only by RCI, its authorized representative(s) or its designated licensee(s).**

1.5 Programmes or services offered at RCI's discretion through RCI or by third parties with the permission of RCI are subject to separate terms and conditions which will be notified to you at the time such offers are made.

#### **2. RCI EXCHANGE PROGRAMME**

**2.1 Members who pay the appropriate fees and otherwise comply with these Terms of Membership will be permitted to participate in the RCI Exchange Programme.**

2.2 The *RCI Directory of Resorts* will be sent to Members from time to time. Replacement copies are available for a fee. Additionally RCI will also make *The RCI Directory of Resorts* available and, at its sole discretion, special offers and access to RCI's website located at [www.rci.com](http://www.rci.com).

2.3 Options available to Members for the exchange of Holiday Ownership rights and the procedures and conditions governing them are set out in the *RCI Directory of Resorts* and other RCI publications and at [www.rci.com](http://www.rci.com) from time to time. Such procedures and conditions are incorporated in these Terms of Membership in their entirety.

**2.4 RCI reserves the right to refuse instructions relating to your Holiday Ownership received from non-Members, Guests and/or any other third parties unless confirmation is received in writing from you that such persons are acting with your authority.**

#### **3. RELATIONSHIP BETWEEN RCI AND ITS AFFILIATED RESORTS**

**3.1 RCI and the developer, marketer, seller, trustee, owners association and management of the Affiliated Resort are separate and distinct entities and RCI has no joint venture, partnership or agency relationship with any of them. The RCI Exchange Programme and**

**the products or services that are sold by or on behalf of Affiliated Resorts, including but not limited to Holiday Ownership, are also separate and distinct.**

3.2 RCI makes no promise or representation (other than any made in writing by RCI) about any Affiliated Resort, the title of the owner or trustee of the Affiliated Resort or the management of the Affiliated Resort by the management company. Members must make their own enquiries and satisfy themselves on such matters.

**3.3 At the time of publication, RCI does not develop, sell or market Holiday Ownerships. However, there is a contract between RCI and each Affiliated Resort enabling owners of Holiday Ownership at an Affiliated Resort to apply for RCI membership to access the RCI Exchange Programme.**

**3.4 If the Affiliated Resort does not fulfil its contractual obligations to RCI or if the resort affiliation agreement ends for any reason, the resort may lose its Affiliated Resort status and RCI may at its sole discretion suspend or terminate the rights of Members who have Holiday Ownership at that resort.**

**3.5 These Terms of Membership are separate and distinct from your agreement(s) with the developer, marketer, seller, trustee, owners association and/or management of the Affiliated Resort.**

3.6 Information about Affiliated Resorts published by RCI, including but not limited to, facilities, amenities and services, is solely derived from information produced and provided by the relevant Affiliated Resort. You should be aware that facilities, amenities and services provided at the Affiliated Resort may be withdrawn without notice at the discretion of the Affiliated Resort or may be restricted at certain times of the year. **Members must make their own enquiries about a resort description and satisfy themselves that an Affiliated Resort will meet all their needs, particularly if travelling out of season.** Although RCI makes reasonable efforts to ensure that resort information published on behalf of Affiliated Resorts by RCI is accurate and up to date, **RCI cannot accept responsibility for publishing and/or repeating any inaccurate, incomplete or misleading information provided by any Affiliated Resort, except in the case of negligence on the part of RCI.**

#### **4. YOUR APPLICATION FOR MEMBERSHIP**

4.1 To become a Member, you must:

4.1.1 be at least 18 years of age;

4.1.2 complete and submit an enrolment application to RCI in the prescribed form (such application should be submitted either by yourself personally or on your behalf);

4.1.3 pay the applicable fee to RCI (such fee should be paid either by yourself personally or on your behalf); and

4.1.4 have your application accepted by RCI.

4.2 We reserve the right to refuse any enrolment application, including without limitation if required to do so by the laws, rules or regulations of any local, state, national or federal governmental entity or by any judicial, public, regulatory or law enforcement authority or court.

4.3 Acceptance of your membership is effective from the date we write to notify you of your membership number.

4.4 Membership runs on an annual basis, starting on the day of the month in which your application is accepted and expiring on the last day of that month in the year of expiry.

4.5 Your membership covers each Holiday Ownership owned by you of up to (and including) 5 weeks at an Affiliated Resort. A separate subscription fee is payable if you own Holiday Ownerships at different Affiliated Resorts and for each Holiday Ownership in excess of 5 weeks.

4.6 Membership must be in the name of a natural person who owns Holiday Ownership at an Affiliated Resort(s).

4.7 If a company, partnership, trust, unincorporated association or other entity owns Holiday Ownership at an Affiliated Resort(s), membership must be in the name of a natural person nominated by the company or other entity to represent it.

4.8 Up to 2 co-owners of Holiday Ownership who live at the same address may apply for one membership. You must nominate a lead member to act as our principal contact for matters relating to your respective memberships. RCI shall be permitted to take instructions from and disclose information about your membership to either co-owner. Co-owners of Holiday Ownership residing at different addresses must apply for separate RCI memberships.

4.9 If we are given conflicting instructions from co-owners, we are entitled to take the first set of instructions received and act on those instructions. If we continue to receive conflicting instructions from co-owners, we may at our reasonable discretion suspend or cancel (with an appropriate refund) exchange privileges relating to your Holiday Ownership unless such instructions can be promptly reconciled or resolved.

4.10 We will send one set of RCI publications to each specified member's address.

4.11 Your RCI membership is personal to you and cannot be transferred (subject to Clause 6 below) or sold.

## **5. METHODS OF PAYMENT AND REFUNDS**

5.1 You should quote your membership number on all bank transfers and cheques made payable to us to avoid error and undue delay.

5.2 You are responsible for paying your own bank's charges in respect of all payments made to and refunds received from RCI except in cases where RCI is found to be at fault.

5.3 We will refund any payments made by you to us in the same manner and currency as the original payment was made.

## **6. RENEWAL or TRANSFERRING YOUR MEMBERSHIP**

6.1 Continuing membership is conditional on the payment of the applicable renewal fee for each year of membership.

6.2 You may renew or extend your membership at any time prior to the expiry of your existing membership by forwarding to RCI the applicable renewal fee. However, if you fail to submit the applicable renewal fee within ninety (90) days following the expiration of your Membership, we reserve the right to charge you the reinstatement fee in addition to the applicable renewal fee. The payment of these fees is a condition of renewal or reactivation of your membership, and RCI reserves the right at any time to refuse to accept these fees and to refuse to renew or reactivate any membership. You may cancel your membership by notifying RCI by telephone, email or in writing.

6.3 If you sell or otherwise transfer your Holiday Ownership, you may transfer your RCI Membership to the purchaser or transferee of your Holiday Ownership by submitting to your Affiliated Resort a properly executed membership transfer application, pertinent ownership information, and the applicable membership transfer fees. RCI reserves the right to refuse to accept any membership transfer application.

6.4 We reserve the right to refuse to renew a membership, including without limitation if required to do so by the laws, rules or regulations of any local, state, national or federal governmental

entity or by any judicial, public, regulatory or law enforcement authority or court. If your application for renewal is refused, we shall return any renewal subscription fees which you sent to us.

**Note: Please refer to Term 15 below which outlines our rights to terminate or suspend your membership.**

## **7. SALE OF YOUR HOLIDAY OWNERSHIP RIGHTS**

7.1 You must notify us as soon as possible if you sell or transfer your legal right to any Holiday Ownership.

7.2 You should notify the purchaser or transferee of any outstanding deposit for a future date of your Holiday Ownership rights in the RCI Pool and you must notify us of your agreement with the purchaser or transferee as to who has the right to use such deposit.

7.3 The sale or transfer of your Holiday Ownership is subject to any outstanding deposit for a future date in the RCI Pool and any exchange confirmation we have sent you.

## **8. DEPOSITING YOUR HOLIDAY OWNERSHIP**

**8.1 Before you can request an exchange or receive an exchange confirmation, you must:**

**8.1.1 be a current Member with enrolment fees paid up to date to the last date of the Holiday Ownership rights deposited and the final date of the exchange requested, whichever is the later; and**

**8.1.2 deposit Holiday Ownership rights with us and we will put them into the RCI pool of exchange accommodation ("RCI Pool").**

8.2 We will telephone, write to and/or email you to acknowledge your deposit of Holiday Ownership rights into the RCI Pool within 14 business days of the date your deposit was made.

8.3 By depositing your Holiday Ownership rights, you relinquish all rights to use them and agree that they may be used by RCI without restriction.

8.4 You must not use Holiday Ownership rights deposited or exchange confirmations obtained for any commercial purposes, including rental, sale, auctioning or onward exchange to a third party or allow them to be used by any third party for such purposes.

**8.5 When you deposit Holiday Ownership rights with us, you represent and warrant to us that:**

**8.5.1 you have the legal right to use or assign the use of the Holiday Ownership rights deposited and all other resort amenities to which you have access for the period deposited; and**

**8.5.2 the deposited Holiday Ownership rights have not been, and will not be, assigned, rented, let, offered or made available to any third party; and**

**8.5.3 the Holiday Ownership is, so far as you are aware, in good and useable condition; and**

**8.5.4 all maintenance fee assessments, taxes or other charges due in respect of the Holiday Ownership on the date of deposit have been paid and that any arising after the date of deposit will be paid by the due date for payment. If you have failed to comply with Term 8.5.4 and the Affiliated Resort refuses access to another Member and/or Guest you shall be liable to pay RCI for any costs incurred in arranging alternative accommodation.**

8.6 You may withdraw the deposit of your Holiday Ownership rights at any time unless they have already been assigned to another person or you have received a confirmed exchange in respect of that deposit.

**8.7 If you have not requested an exchange through RCI or accepted one of the reasonable resort choices and/or dates offered by RCI within 24 months after the start date of the**

**Holiday Ownership rights deposited, then you will lose all credit for that deposit and will not be entitled to receive an exchange for that deposit.**

## **9. REQUESTING AN EXCHANGE**

9.1 You must pay the exchange fee at the current rate.

9.2 At least one member of your exchange party must be 18 years or older (21 years or older for travel to the USA) or the age limit set by the Affiliated Resort.

9.3 Our ability to confirm an exchange request is subject to the availability of Holiday Ownership rights deposited or forecast to be deposited by other Members in the RCI Pool which are acceptable to you. We therefore cannot guarantee that any particular request for a resort, area, travel date, type or size of accommodation, travel supplier or otherwise relating to your exchange will be met. We will, though, offer you alternative choices which may be available.

9.4 A legally binding contract is formed when the exchange reservation is made.

9.5 Confirmation of exchange will be valid only when issued to you in writing by or email from RCI. You should check all the details on your confirmation carefully when you receive it and let us know as soon as possible if anything is incorrect. **Subsequent changes made by you to any material aspect of your confirmation may be treated as a cancellation.**

9.6 RCI will apply restrictions on exchanges which are reasonably requested by Affiliated Resorts. These may include (without limitation) a prohibition on Members and their Guests from exchanging into the same resort more than once in a specified period, a prohibition on exchanges from other Affiliated Resorts located in the same locality and minimum age requirements.

## **10. USE AND ALLOCATION OF EXCHANGE ACCOMMODATION**

**10.1 Members accept that accommodation may vary in unit size, design, fixtures, furnishings, amenities and facilities from their own Holiday Ownership.**

10.2 Affiliated Resorts may, where necessary, allocate alternative accommodation to the unit confirmed provided it has at least the same maximum occupancy and is of similar overall quality.

10.3 Members and/or Guests must occupy and use any accommodation into which they have exchanged in a responsible, careful and safe manner.

**10.4 Members are responsible for any damage, theft or loss caused by you and/or by their Guests whilst staying at an Affiliated Resort.**

10.5 You and/or your Guests must comply with the Affiliated Resort's rules and bye-laws.

10.6 You and/or your Guests must replace any items missing from your unit on departure or the Affiliated Resort may charge you and/or your Guests for replacement or retain a proportion of the entire deposit.

10.7 The total number of people (babies and children included) occupying the accommodation must not exceed the maximum occupancy of the unit set out in the exchange confirmation or guest certificate otherwise the Affiliated Resort may refuse access.

**10.8 Members are responsible for payment of any applicable taxes, personal expenses, utility charges, security deposits and other fees or charges levied by an Affiliated Resort on occupiers for the use of amenities and facilities there.**

10.9 You must comply with check-in and check-out times. If you and/or your Guests are going to arrive outside the check-in day and/or time set out in your confirmation, the Affiliated Resort must

be contacted directly to make alternative check-in arrangements, subject to availability. The Affiliated Resort may levy a charge or impose other conditions for any accommodation outside the days specified on the confirmation.

10.10 Members and their Guests may be refused entry to Affiliated Resorts if they cannot verify their identity by means of a valid passport, driving licence or other form of identification.

## **11. GUESTS/GUEST CERTIFICATES**

11.1 A Member may give a deposit or exchange confirmation to a friend or family member by purchasing a guest certificate from RCI at the current guest certificate fee on the date of issue and for the stated period of time. The Member is responsible for forwarding all correspondence and information regarding guest certificates and confirmations to the Guest. The Member may terminate a Guest certificates at any time. The Guest certificates fee is non-refundable. No substitution of named guests on the Guest certificates will be permitted. Guest certificates may only be used by the individual(s) named on the certificate and their guests. Guests must not pretend to be Members during their stay.

11.2 Persons who own Holiday Ownership rights at Affiliated Resorts but who are not Members may not be recipients of guest certificates unless Term 11.1 applies.

11.3 Members should ensure that Guests check all the details on their guest certificate carefully and notify us as soon as possible if anything is incorrect.

11.4 Guest certificates can only be used by the person(s) named on them. Additional people may travel with the named individual(s) on the guest certificate provided that the number of persons does not exceed the maximum occupancy limit on the exchange confirmation. Guest certificates are non transferable and may not be used for any commercial purpose, including rental, auction sale or onward exchange to a third party. The use of guest certificates is subject to any conditions, restrictions, limitations or charges imposed by the relevant Affiliated Resort.

**11.5 Members are liable for all acts, omissions and/or defaults of their Guests whether accompanied by them or not including for any damage caused by them or expenses unpaid by them, for any charges relating to the booking or its cancellation, for occupation of the accommodation by more than its maximum occupancy and for replacing any missing items.**

**11.6 RCI reserves the right, in its sole discretion (without refund or credit), to revoke a Confirmed Exchange or guest certificate, terminate or suspend the membership of the relevant Member, or deny access to any of the products or services offered in connection with a membership if a Member, or the Member's Guest(s), or the holder of a guest certificate breach these Terms of Membership.**

## **12. CANCELLATION OF YOUR EXCHANGE BY YOU**

12.1 You may cancel or change a confirmed exchange at any time either in writing (by letter, facsimile or email) or by telephone and we will act on your instructions.

12.2. RCI may refund all or a portion of the exchange fee in accordance with but not limited to the following guidelines which may change from time to time:

12.2.1 If the cancellation occurs after the next business day following the date of the Confirmation, and more than sixty (60) days prior to the start date of the Confirmation, S\$100 cancellation fee (which is subject to change) will be charged, and the balance of the exchange fee will be refunded.

12.2.2 For cancellations made after the next business day following the date of Confirmation, and sixty (60) days or less prior to the start date of the Confirmation, no portion of the exchange fee will be refunded.

12.2.4 In most instances when cancellation occurs prior to the beginning date of a Confirmation, you may request another exchange without making an additional deposit. The then-current exchange fees and policies will apply.

### **13. CANCELLATION OF YOUR EXCHANGE BY US**

**13.1 We reserve the right (without refund) to cancel a confirmed exchange or cancel an exchange request and deny exchange privileges if:**

**13.1.1 any payment made by you to us is rejected by your bank or credit card company; or  
13.1.2 you have not paid any maintenance fee assessments or other similar charges relating to your Holiday Ownership by the due date for payment.**

13.2 We accept no responsibility if confirmed accommodation becomes unavailable due to any reason beyond our reasonable control, such as overbooking (other than by RCI), denial of access by the Affiliated Resort or Force Majeure.

13.3 Where such circumstances as outlined in Term 13.2 above occur before departure, we reserve the right to cancel a confirmed exchange. In these circumstances, we may offer you an equivalent alternative exchange against your deposit. If no equivalent alternative exchange is available, we will either hold the exchange fee paid as a credit to your account against future exchange fees or, at your request, refund the exchange fee and allow you another exchange request against your deposit with no reduction in trading power.

**13.4 RCI reserves the right to cancel a confirmed exchange, permanently cancel exchange privileges, revoke guest certificates, terminate the membership of the relevant Member and/or deny access to any of the products or services offered in connection with a membership in the event of any:**

**13.4.1 misuse or suspected misuse of a confirmed exchange; or  
13.4.2 misuse or suspected misuse of a guest certificate by the Member or his/her Guest(s) (in particular, but without limitation, use for commercial purposes); or  
13.4.3 other breach of these Terms of Membership, where in RCI's reasonable opinion, the misuse or breach in question reasonably justifies the proposed sanction.**

13.5 Provided that there sufficient time, RCI will notify the relevant Member of its intended sanction and its reasons for imposing it and give the relevant Member a reasonable opportunity to respond to the same prior to actually imposing the sanction.

### **14. TERMINATION OF YOUR MEMBERSHIP BY YOU**

You may terminate your membership at any time by giving us notice in writing provided that you have neither had your Holiday Ownership rights assigned to another person nor received a confirmed exchange in respect of that deposit.

### **15. TERMINATION OR SUSPENSION OF YOUR MEMBERSHIP BY US**

15.1 We reserve the right to terminate or suspend your membership and any future exchange privileges and cancel any outstanding confirmed exchange if any of the following occur:

15.1.1 you fail to comply with any of these Terms of Membership;  
15.1.2 you fail to pay any sums due to RCI or any associated company or any Affiliated Resort or any other party in connection with an exchange, the accommodation the subject of an exchange, your Holiday Ownership (including any maintenance fees or other charges payable by you to an Affiliated Resort in respect of your Holiday Ownership) or any relevant travel arrangements;  
15.1.3 the resort at which you own Holiday Ownership rights ceases to be an Affiliated Resort as set out in Term 3.4 above;  
15.1.4 you bring any claims against us in respect of the RCI Exchange Programme, the accommodation subject to an exchange, your Holiday Ownership or any relevant travel arrangements; or  
15.1.5 you are found to be a vexatious or serial complainant who threatens or uses physical violence and/or harasses, abuses or is verbally aggressive to our employees.

15.2 Where a confirmed exchange is cancelled on termination due to your breach of these Terms of Membership, your exchange fee will be forfeited, but we will return the deposit of your Holiday Ownership rights from the RCI Pool to you unless they have already been assigned or exchanged to a third party.

15.3 If you have not paid any maintenance fees or other charges by the due date, RCI may suspend your membership until notification is received that you have paid all the outstanding amounts owed.

15.4 Membership may be terminated or renewal of membership denied if the Affiliated Resort cancels or repossesses your Holiday Ownership and you have no other Holiday Ownership at any other Affiliated Resort.

## **16. COMPLAINTS**

16.1 RCI does not own or operate Affiliated Resorts and is not liable for their description, services and/or presentation. Any complaints about accommodation or the services provided at an Affiliated Resort should be made at the earliest opportunity to a person in authority at the Affiliated Resort itself. If this does not produce a satisfactory result, the Member or Guest should contact the local RCI help desk as soon as possible by telephone or by email.

**16.2 RCI accepts no liability to Members or their Guests for any costs and expenses incurred by them during their stay at the Affiliated Resort (including without limitation the costs of alternative accommodation) where such Members or their Guests have complained about accommodation or the services provided at the Affiliated Resort. Please refer to Term 17 below which outlines our liability to you.**

16.3 If the Affiliated Resort does not resolve the matter, please follow this up within 30 days of your return home by writing to our RCI Asia Pacific Pty Ltd, 37 Jalan Pemimpin Block A #05-01 Union Industrial Building, Singapore 577177 or by emailing [asiamembers@rci.com](mailto:asiamembers@rci.com) giving your membership number and all other relevant information. We reserve the right to refuse to consider any complaints made where this simple procedure has not been followed.

## **17. OUR LIABILITY TO YOU**

17.1 If you or any Guest suffers any loss or damage through use of the RCI Exchange Programme, howsoever it may arise, and you or any Guest has received no benefit from the exchange, we accept that we are liable for that loss or damage up to a maximum amount of the amount received by us for the exchange fee or other consideration paid for the exchange or service or accommodation in connection with which the loss or damage occurred (except in the case of death or personal injury resulting from RCI's negligence when no such limit will apply). In no event shall RCI be liable for special, consequential, incidental or indirect damages. This limitation of liability shall apply to all affiliated companies, servants and agents of RCI.

17.2 RCI is not liable for any damage, loss, or theft to personal property which occurs through your or your Guests' use of the Affiliated Resort(s).

17.3 These limitations are also applicable to all associated companies, servants and agents of RCI.

17.4 RCI accepts no liability for the acts and omissions of any third parties providing non-exchange related programmes or services to you.

**17.5 Please note that RCI is only responsible for statements about RCI and the RCI Exchange Programme made by RCI and not for any made otherwise or by any other third parties, who are independent and not agents of RCI.**

17.6 Your specific passport, visa, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

## **18. COMMUNICATING WITH YOU**

18.1 We will maintain records relating to your membership and to your and your Guests' use of exchange or other accommodation or of related travel services offered by RCI (including information about you or your Guests provided by yourself, your Guests or by third parties).

18.2 We shall be entitled to process such data for the purpose of providing you or your Guests with the products and services requested; to keep you or your Guests informed of further offers from us which may be of interest to you or your Guests (unless you or your Guests write to us asking us to exclude you or them from such offers or alternatively telephone, fax or email us to that effect) and for our own administration, market analyses and operational reviews.

18.3 We, or any associated companies, our agents or representatives or third parties authorised by us, shall be entitled to make contact with you or your Guests by post, e-mail, telephone, including automated dialling equipment, facsimile transmissions, and/or pre-recorded messages for the purposes set out in this paragraph. We shall be entitled to disclose to any associated companies and third parties (including but not necessarily limited to resorts, owners' associations, resort trustees, management companies, airlines, insurance companies, car hire companies, ferry and cruise operators and other suppliers) such information as may be necessary to:

18.3.1 provide you or your Guests with products and services you or they have requested; or

18.3.2 verify details relating to your membership or your Holiday Ownership rights or your Guests' use of exchange or other accommodation; or

18.3.3 notify you of other services.

18.4 We or our representatives or third parties authorized by RCI may on occasion offer products and services by post, e-mail, telephone, including automated dialling equipment, facsimile transmissions, and/or pre-recorded messages. You consent to such solicitations, including, but not limited to, solicitations through automatic dialing equipment and/or pre-recorded messages. Further, you acknowledge your consent to be informed of such products and services even if your membership has been suspended or has otherwise expired or been terminated. For further information please visit [www.rci.com](http://www.rci.com).

18.5 We shall be entitled to rely on your consent to receive information regarding such products and services (even if your membership has been suspended or has otherwise expired or terminated), or if you have made use of related services offered by RCI, its representatives or third parties, unless you write to let us know otherwise.

18.6 We shall be entitled to rely on your Guests' consent to receive information regarding such products and services after their occupation and use of accommodation at an Affiliated Resort, or if your Guests have made use of related services offered by RCI, unless your Guests write to us to let us know otherwise.

18.7 Telephone calls to and from RCI may be recorded and/or monitored without further notification, for staff training and quality control purposes.

## **19. OTHER SERVICES**

19.1 Any services made available by us other than exchanges are provided subject to and in accordance with the RCI Booking Conditions and/or the terms and conditions of all relevant organisers or suppliers from time to time which are available upon request prior to or at the time of confirmation of booking and are outside the scope of these terms and conditions.

19.2 The nature of the services offered will vary from time to time and we reserve the right to vary, withdraw or add services at any time, with or without notice.

## **20. VARIATIONS**

20.1 These Terms of Membership, the RCI Exchange Programme, seasonal designations and RCI's procedures and conditions for effecting exchanges may be changed at any time by RCI in its sole discretion. Members will be notified of any such changes in the *RCI Directory of Resorts* and such other RCI publications produced for Members from time to time, as well as by letter, e-mail or other electronic media. An amendment will be effective on publication, mailing or date of notification and shall supersede and replace prior versions published in the *RCI Directory of Resorts* or otherwise.

20.2 The fees charged by RCI (including but not limited to the enrolment fee, the exchange fee, the Guest certificate fee and the reinstatement fee) are regularly reviewed and RCI may change such fees at any time and the amended fees shall be effective thereafter.

20.3. RCI may assign its rights and obligations under these Terms of Membership to any third party and any such assignment shall be binding on Members when notice of assignment is given to them. Notice may be given in the *RCI Directory of Resorts*, in other RCI publications generally or by letter or email or posted on [www.rci.com](http://www.rci.com).

## **21. GENERAL**

21.1 ENDLESS VACATION, RESORT CONDOMINIUMS INTERNATIONAL, RCI, RCI and design, and RCI TRAVEL are trademarks that may not be used without the prior written permission of Resort Condominiums International, LLC. Other brand names may be trademarks of their respective owners.

21.2 These Terms of Membership are exclusively for the benefit of the parties. There are no third party beneficiaries. No agreement between RCI and any other party is for Member's benefit. Where these Terms of Membership are translated into a language other than English, the English text shall prevail.

21.3. All modifications, waivers, approvals and consents of or under these Terms of Membership by RCI must be in writing and signed by RCI's authorized representative to be effective. RCI's silence or inaction will not be or establish a waiver, consent, course of dealing, implied modification or estoppel. If RCI allows any Member to deviate from these Terms of Membership, as confirmed in writing, RCI may insist on strict compliance by that Member at any time after written notice.

21.4 If RCI should be prevented, hindered or delayed in the performance of any obligation hereunder, including, but not limited to, providing lodging accommodations, due to Force Majeure beyond its reasonable control, and which cannot reasonably be circumvented by RCI through the use of alternate sources or other means, then RCI shall be excused from further performance. The term "Force Majeure", as used herein, shall mean and refer to (i) an act of God, fire, explosion, perils of the sea, lightning, earthquake, storm, flood, declared or undeclared war, revolution, insurrection, riot, act of piracy, act or threatened act of terrorism, sabotage, blockade, embargo, accident, epidemic or quarantine; (ii) action by a governmental authority which prevents or delays performance of RCI's obligations hereunder; or (iii) a strike, lockout or other labour unrest resulting from any cause and whether or not the demands of the employees involved are reasonable or within RCI's power to concede. Notwithstanding RCI's inability to perform any obligation hereunder, the Member's obligations hereunder shall continue.

21.5 If all or any part of a provision of these Terms of Membership violates the law of your country or state (if applicable), such provision or part will not be given effect with respect to you. If all or any part of a provision of these Terms of Membership is declared invalid or unenforceable, for any reason, or is not given effect by reason of the prior sentence, the remainder of the Terms of Membership shall not be affected. However, if in RCI's judgment the invalidity or ineffectiveness of such provision or part substantially impairs the value of these Terms of Membership to RCI, then RCI may at any time terminate a Member's membership by written notice to the Member without penalty or compensation owed by either party.

21.6 These Terms of Membership and the RCI Exchange Programme shall be governed exclusively by the laws of the Republic of Singapore, whatever the nationality of the Member. Any action at law or in equity by a Member and/or Guest, who is either vacationing with the Member or who is traveling by way of a Guest Certificate, to seek any remedy against RCI or its associated entities must be submitted exclusively to the jurisdiction of the courts of the Republic of Singapore. If an action at law or in equity is initiated by a Member or guest and RCI prevails, that Member or guest shall pay all costs incurred by RCI in defending such action, including reasonable attorneys' fees.

21.7 Neither RCI nor any person acting on RCI's behalf has made any oral or written representation or promise to the Member that is not contained in these Terms of Membership upon which Member is relying to execute the Enrollment Application. The Member releases any and all claims against RCI and RCI's agents based on any oral or written representation or promise not stated in these Terms of Membership.

21.8 These Terms of Membership constitute the entire agreement between the parties hereto with respect to the subject matter set forth herein and supersede all previous communications, representations, or agreements, either oral or written, between the parties relating to such subject matter.

**RCI Asia Pacific Pty Ltd**  
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