

# G2G HOLIDAYS

GENERATION TO GENERATION

## G2G HOLIDAYS MEMBERSHIP RULES

FOR CONFIRMATION & ACCEPTANCE BY THE MEMBER

To;  
M/s DJB Infrastructures & Developers India Pvt. Ltd.,  
#205 & 206, "The Peach Tree Complex",  
Block-'C', Sushant Lok Phase-I, Sector-43,  
Gurgaon – 122002 (Haryana)

### **"DECLARATION BY APPLICANT/MEMBER WITH REGARD TO CONFIRMATION, ACCEPTANCE & COMPLIANCE OF TERMS & CONDITIONS OF "G2G HOLIDAYS MEMBERSHIP RULES"**

I/We declare that I/We have gone through all the terms & conditions of "G2G Holidays Membership Rules" (hereinafter referred to as the "G2G Rules") relating to "G2G Holidays Membership Program of 7 Nights a Year for 27 Years" (hereinafter referred to as "G2G Holidays") and I/ we also further acknowledge that I/We have understood and accepted the same before enrolling myself/ourselves as a Member of "G2G Holidays" wherein it is made absolutely clear that it is not an investment of any nature whatsoever but a simple Timeshare Membership Program and the sole objective of which is to bring the spiritually inclined closer to their faith.

I/We now declare as under that I/ We :-

1. have read and understood each and every clause of the terms and conditions of the "G2G Holidays Membership Rules" (hereinafter referred to as the "G2G Rules"), its Membership Fee, & other payments along with privileges and restrictions which governs my/our Enrollment as a Member of "G2G Holidays".
2. have been given due opportunity to ask for any clarifications/information in this regard and, wherever required have sought the requisite clarifications/information in this regard, and are satisfied with the same and also confirm that the terms & conditions of the "G2G Rules" governing my/our Membership of "G2G Holidays" are acceptable to me/us and are final and binding upon me/us.
3. agree that "DJB" have properly clarified to me/us that the building plans of the proposed "Project" have already been approved by the Competent Authority and understand that "DJB" have assured that "DJB" shall endeavour to complete the construction of part of the proposed Project within 36(thirty six)months subject to not having been confronted by "Force Majeure" conditions and/or reasons/circumstances, of any nature, whatsoever, which are beyond the control of "DJB", and in such case the time for construction of part of the proposed "Project" shall simultaneously stand extended automatically.
4. understand that "DJB" have also assured that in case there is a delay in completion of the construction of part of the proposed "Project" beyond 36 months, I/We shall also have the option to make a request to "DJB" for cancellation of my/our Membership and refund of "G2G Fee" paid by me/us after deductions of the amount actually spent by "DJB", on providing/ provisioning for me/us an alternative accommodation in a 4 or
5. understand that I/We shall be entitled to make a request for cancellation of my/our Membership on account of delay in completion of construction of part of the proposed Project beyond 36 months only within a period of 90 days from the date of expiry of 36 months from the date of Membership Enrolment Form.
6. further understand that after expiry of the said period of 90 days 'DJB" shall not entertain any such request from me/us for cancellation of Membership on account of delay in completion of construction of part of the proposed Project beyond 36 months.

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7. further understand that if for any reason whatsoever other than the "Force Majeure" conditions, the construction of the proposed "Project" is abandoned by "DJB", then "DJB", shall refund the amount received from me/us along with simple interest calculated @12% P.A. subject, however, to deductions of the amount actually spent by "DJB", on providing/ provisioning for me/us an alternative accommodation at Amritsar / RCI Membership Fee.

8. understand and agree that the "Project" proposed to be constructed by "DJB" is presently proposed to be named as "G2G Amritsar" in which "Timeshare Suites" of various types shall be developed & constructed, and "DJB" reserve the right to change the name and "DJB" may also at any time consider entering into a License Agreement with any reputed Hospitality Chain and the proposed "Project" may then be known by the name for which License Agreement is entered with the Hospitality Chain.

9. understand that "DJB" has presently got its proposed 'Project' to be known as "G2G Amritsar" affiliated to RCI & a Master Affiliation Agreement has been signed between RCI India Pvt. Ltd. (RCI) and "DJB" for a term of 10 years with auto renewal for further mutually agreed terms. Further understand that after having paid 50% "G2G Fee", "DJB" shall at its own cost arrange my free enrollment as a Member of RCI to avail RCI Exchange Facilities during "G2G Period" and the said enrolment with RCI shall be renewed by DJB from time to time during the "G2G Period" of my /our "G2G Membership". I/ We understand that the enrollment fee payable to RCI in this regard shall be borne and paid by "DJB" and also understand that after my Enrollment of Membership of RCI, I/We shall be entitled to avail the RCI Exchange Facilities in any of the RCI affiliated 4500 Resorts in 100 countries across the world as per RCI Rules. I/ We have understood that all applicable Exchange Fees payable to RCI for availing the RCI Exchange Facilities shall be borne and paid by me /us. I/ We also undertake to get myself/ourselves familiarized with the latest Rules of RCI from the website of RCI. [www.rci.com](http://www.rci.com).

10. understand that I/We shall be admitted to "G2G Membership" only on making initial payment of 25% of "G2G Membership Fee" (hereinafter referred to as "G2G Fee"), either under Down Payment Plan or under Interest Free Installment Plan offered by "DJB" for enrollment of "G2G Membership". I/We also understand that subject to myself/ourselves not being in default in making all the due payments to "DJB" and also not being in default/breach of any of the terms and conditions set out in the, "G2G Rules", "DJB" shall during the construction period make alternative arrangement for enjoyment of the alternative accommodation by me/us as under: -

(in case I/We have made 25% payment of "G2G Fee" plus applicable Taxes, I/We shall be entitled to the following option :-

(a) "DJB" shall be liable only to provide to me/us alternative accommodation in a 4 or 5 Star Hotel at Amritsar at the cost of "DJB"

(ii) In case I/We have made 50% payment of "G2G Fee" plus applicable Taxes, I/We shall be enrolled as a Member of RCI and will be entitled to either of the following options :-

(a) "DJB" shall provide to me/us alternative accommodation in a 4 or 5 Star Hotel at Amritsar at the cost of "DJB" Or

(b) I/We shall be entitled to avail RCI Exchange Facilities as per RCI Rules.

I/We shall be entitled to avail either option 5(ii) (a) or option 5(ii) (b) or partly 5(ii) (a) and partly 5(ii)(b) limited to maximum of 7 Nights a year.

11. understand that I/We are entitled to make a request for withdrawal/cancellation of "G2G Membership" any time over and above for reasons other than non-timely construction of part of the proposed "Project". I/We understand that in the event of request for cancellation of "G2G Membership" made by me/us, I/We shall be entitled to refund of the "G2G Fee" subject to the deductions/recoveries as per the terms and conditions set out in "G2G Rules. I/ we further understand that any such refund other than one made on account of non-timely construction of part of the proposed "Project" will not be made along with any accrued interests.

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12. further understand that I/We being overseas resident(s) are entitled as per the banking rules of our country to cancel this transaction including the online payments made by me/us through my/our bank within a period of 6 months and/or 1 year from the date of this transaction and in that case my/our bank is obliged to refund/remit the amount paid by me/us in respect of this transaction without any deduction. I/ We undertake that notwithstanding the laws of my/our country, I/ We bind myself/ourselves that in case I/ We want to cancel this transaction anytime after the date of this transaction than I/We shall be entitled to refund of "G2G Fee" subject to the deductions as per the terms & conditions set out in "G2G Rules". I/We undertake that in view of this contractual binding I/We shall not raise any dispute in this regard either with my/our bank and/or "DJB's" bank/"DJB's" payment Gateway Agency and/or 'DJB'.

13. understand that if there is any breach of any of the terms & conditions of "G2G Rules" by me/us, my/our "G2G Membership" shall be liable to termination in which case I/We shall be entitled to refund of "G2G Fee" subject to the deductions/recoveries as per the terms and conditions set out in "G2G Rules".

14. understand that I/ We have voluntarily of my/our own free will and without any inducement/ allurements, approached "DJB" for taking Enrollment of "G2G Membership". I/ We as a Member of "G2G Holidays" confirm that myself/ourselves have chosen to take Enrollment of "G2G Membership" after exploring all other options available in the market and I/We find that this option of taking Enrollment of "G2G Membership" is suitable for me/us and therefore I/ We have voluntarily of my/our own approached "DJB" for taking Enrollment of "G2G Membership". I/ We further acknowledge that "DJB" have provided all the information and clarifications as required by me/us and that I/We are fully satisfied with the same and I/ We have relied upon my/our own judgment and investigation in deciding to apply for taking Enrollment of "G2G Membership" and I/We have not relied upon and/or are not influenced by advertisements, representations, assurances, statements of any nature, whatsoever, whether written or oral made by "DJB", or by any agents/representatives of "DJB" or otherwise including but not limited to any representations relating to the "G2G Holidays", "G2G Rules" & "G2G Membership".

15. have understood that "I/am /me/myself" wherever used in this declaration is applicable to "Sole Applicant" and "We /are /us/ ourselves" wherever used in this declaration is applicable to "Joint Applicants".

Place: \_\_\_\_\_

Date: \_\_ / \_\_ / \_\_\_\_

(Signature of First Applicant)

(Signature of Second Applicant)

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## **TERMS & CONDITIONS OF "G2G HOLIDAYS MEMBERSHIP RULES"**

### **1. DEFINITIONS:**

1.1 "DJB" means DJB Infrastructures and Developers India Pvt. Ltd., a Private Limited Company, incorporated under the provisions of the Companies Act, 1956 having its Corporate Office at #205-206, The Peach Tree Complex, Block "C", Sushant Lok, Phase-I, Sector-43, Gurgaon, Haryana, and Registered Office at 53/25, Ramjas Road, Karol Bagh, New Delhi-110005, which term shall include its successors - in - interest and assigns.

1.2 "G2G Holidays" means "G2G Holidays Membership Program" of 7 Nights a Year for 27 Years.

1.3 "G2G Rules" means "G2G Holidays Membership Rules" as framed by "DJB" from time to time for Enrolment of Membership of "G2G Holidays" which are not only attached with the "Membership Enrolment Form" but are also uploaded by "DJB" on its Website [www.g2gholidays.com](http://www.g2gholidays.com) and are also available at the Registered Office as well as at the Corporate Office of "DJB".

1.4 "G2G Membership" means "G2G Holidays Membership" of "G2G Holidays".

1.5 "G2G Fee" means the "G2G Membership Fee" payable by a Member for enrollment of "G2G Membership".

1.6 "G2G Card" means "G2G Holidays Membership Card" issued by "DJB" to "Member" after its enrolment of "G2G Membership".

1.7 "G2G Member" means the person/ company/ firm /trust who/ which is enrolled for "G2G Membership" by paying "G2G Fee" and in whose favor "G2G Card" is issued by "DJB".

1.8 "Project" means part and/or whole of the Project proposed to be developed and constructed by "DJB" in which "Timeshare Suites" of various types shall be developed and constructed. The proposed "Project" will be developed and constructed by "DJB" in parts commensurate with the number of "Members" enrolled.

1.9 "Time Share Suites" means a Furnished "Studio Suite or "One Bed Room Suite" or "2 Bed Room Suite" as mentioned in the "G2G Card" for enjoyment of "G2G Facilities" by Members in the proposed "Project".

1.10 "G2G Facilities" means various services, utilities, amenities and facilities of 5 Star Standards available for enjoyment by "Members" in the proposed "Project".

1.11 "G2G Period" means 7 Nights a Year for 27 Years starting from the date of realization of payment of 25% of "G2G Fee" and the said date will be specified in the "G2G Card" issued by "DJB" to "Member".

1.12 "Night" means an entire Night.

1.13 "Week" means any 7 nights during the "G2G Quarter".

1.14 "G2G Quarter" means the "G2G Quarter" opted by the Member.

1.15 "Year" means the rolling year (12 calendar months) commencing from the date of realization of 25% of "G2G Fee" of the Member and the said date will be specified in the "G2G Card" issued by "DJB" to its Member.

1.16 "Usages Charges" means any usages charges that may be imposed by any law for use of "G2G Facilities" by the Members.

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1.17 "Privileges" includes alternative accommodation during the construction period, free access to "Club Ambarsar" Split Facility, Accumulation Facility, Advancing Facility, Gifting, Upgradation Facility, and RCI Exchange Facility available for enjoyment by the Members.

1.18 "Taxes" means all taxes (including Service Tax)/ charges/ levies/ duties & fees statutory or otherwise imposed by or payable to any Government / local body or any other authority arising out of enrolment of "G2G Membership" excepting the Municipal Property, taxes.

## 2. ADMISSION TO "G2G HOLIDAYS MEMBERSHIP" (G2G MEMBERSHIP) & PAYMENT OF "G2G MEMBERSHIP" ("G2G FEE")

2.1 That an Applicant will be required to submit a duly signed "Membership Enrolment Form" along with duly signed Declaration with regard to Confirmation, Acceptance & Compliance of terms and conditions of "G2G Rules". That in the "Membership Enrolment Form" the Member will be required to choose her/ his option for the "G2G Quarter" in which the Member wants to avail his entitlement of 7 Nights a Year for 27 Years. "DJB" have divided the year into the following 4 "G2G Quarters" :-

"G2G Quarter-I"	December to February
"G2G Quarter-II"	March to May
"G2G Quarter-III"	June to August
"G2G Quarter-IV"	September to November

2.2 That an Applicant may choose her/ his option of either "G2G Quarter-I" or "G2G Quarter-II" or "G2G Quarter-III" or "G2G Quarter-IV". The Member shall be entitled to avail "G2G Facilities" for 7 Nights in a Year for 27 Years only in the "G2G Quarter" opted by the Member in the "Membership Enrolment Form", which shall be specified by "DJB" in the "G2G Card" issued by "DJB" to the Member, and subject to availability "DJB" guarantees to provide accommodation to the Member at "G2G Amritsar" in the "G2G Quarter" opted by the Member in the "Membership Enrolment Form".

2.3 That an Applicant is admitted to "G2G Membership" only on making the Initial Payment of 25% of "G2G Fee" along with the "Membership Enrolment Form" either under Down Payment Plan or under Interest Free Installment Payment Plan or any other Payment Plan offered by "DJB" for enrollment of "G2G Membership". Presently "DJB" offers the following Two Payment Plan Options for payment of "G2G Fee" by the Member.

### Down Payment Plan

I. Initial Payment along with Membership Enrolment Form	25%
II. Within 45 days	65% (75% Minus Down Payment Rebate of 10%) 90%

### (a) Installment Payment Plan

I. Initial Payment along with Membership Enrolment Form	25%
II. Balance in 12 Equated Quarterly Installments of 6.25% each (12EQI)	75% 100%

2.4 That in addition to "G2G Fee" the Member shall also be liable to Taxes levied by the Govt. on the "G2G Fee".

2.5 That the Member shall comply with the obligation to pay the "G2G Fee" for enrollment of "G2G Membership" as per the agreed fee structure/ payment plans, failure of which shall amount to breach of terms & conditions of "G2G Rules" by the Member resulting in termination of "G2G Membership", as per the terms and conditions set out in the "G2G Rules" without prejudice to the right of termination.

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"DJB" reserves the right to collect the delayed payments from the Member together with penalty calculated @2% per month for the period of delay.

2.6 That within 45 days from the date of "Membership Enrolment Form" the Member shall be required to declare and inform to "DJB" the names of his immediate family Members who will be availing the "G2G Facilities" as per the opted plan at the proposed "Project" at "G2G Amritsar", and in case no such declaration and information is received from the "Member" it will be presumed that the names of the immediate Family Members mentioned in the "Membership Enrollment Form" shall only be entitled to enjoy the "G2G Facilities" in the proposed "Project" at Amritsar.

2.7 That the "G2G Card" shall be sent by "DJB" to the Member within 60 days from the date of realization of the initial payment of 25% of "G2G Fee" for enrollment of "G2G Membership".

2.8 That the maximum number of occupants allowed in each Time Share Suite are as follows: .

- "Studio Suite" 3 Adults
- "One Bed Room Suite" 5 Adults
- "2 Bed Room Suite" 7 Adults

Children of 12 years and above shall be considered as adults and 2 children below the age of 12 shall be considered as one adult. However, 1 additional occupant in "Studio Suite", 1 additional occupant in "One Bed Room Suite" and 2 additional occupants in "2 Bed Room Suite" will be allowed to stay on payment of applicable extra floor bed(s) charges for each occupant as are applicable from time to time.

### 3. MISCELLANEOUS

3.1 That "DJB" will endeavor to make a 5 Star Timeshare Hospitality project as per guidelines laid down by Ministry of Tourism, Government of India.

3.2 That the Member shall be entitled to avail facility of 1 additional occupant in "Studio Suite", 1 additional occupant in "One Bed Room Suite" and 2 additional occupants in "2 Bed Room Suite" on payment of applicable extra floor bed(s) charges for each occupant as are applicable from time to time.

3.3 That DJB shall collect such Bank Charges as levied by bank concerned for return of cheques issued by the Member.

3.4 That the Member shall be entitled to avail the RCI Exchange Facilities in any of 4500 RCI Affiliated Resorts in 100 countries across the world as per RCI Rules. That all applicable Exchange Fees payable to RCI for availing the RCI Exchange Facility shall be borne and paid by the member. That the Member also undertakes to get familiarized with the latest Membership Rules of RCI from the website of RCI [www.rci.com](http://www.rci.com)

3.5 That any payment made by the Members shall first be appropriated towards outstanding "G2G Fee", Taxes & other dues if any.

### 4. PRIVILEGES

4.1 Subject to the Member not being in default in making any due payments to "DJB" and also not being in default/breach of any of the terms and conditions set out in the, "G2G Rules", "DJB" shall during the construction period make arrangement for alternative accommodation for the Member as under: -

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(i) In case I/We have made 25% payment of "G2G Fee" plus applicable Taxes, I/We shall be entitled to the following option :-

(a) "DJB" shall be liable only to provide to me/us alternative accommodation in a 4 or 5 Star Hotel at Amritsar at the cost of "DJB"

(ii) In case I/We have made 50% payment of "G2G Fee" plus applicable Taxes, I/We shall be enrolled as a Member of RCI and will be entitled to either of the following options :-

(a) "DJB" shall provide to me/us alternative accommodation in a 4 or 5 Star Hotel at Amritsar at the cost of "DJB" Or

(b) I/We shall be entitled to avail RCI Exchange Facilities as per RCI Rules.

I/We shall be entitled to avail either option 4(ii) (a) or option 4(ii) (b) or partly 4(ii) (a) and partly 4(ii)(b) limited to maximum of 7 Nights a year.

4.2 That the Member shall also be entitled to have a free access to an exclusive "Club Ambarsar" wherein the Member shall be entitled to use all the amenities & facilities, like roof top tennis courts, badminton and squash courts, snooker, pool, table tennis, infinity edge, swimming pool, a fully equipped gym, a 5 Star spa, 3 high end restaurants and a 27,000 sq. ft. banquet hall with spill over gardens etc., as per applicable terms and conditions of the Club.

4.3 That the Member can split the 7 nights into two different portions of 3 nights plus 4 nights, and enjoy the same subject to the terms and conditions specified in "G2G Rules". The split facility is not available if the Member avails the RCI Exchange Facility as per RCI Rules.

4.4 That the unutilized nights in any year can be carried forward to the next year subject to the terms and conditions of "G2G Rules" including the followings:-

(i) The maximum number of nights to the credit of the Member at any point of time shall not exceed 21 (twenty one) nights including the current year's entitlement.

(ii) Any nights in excess of 21 (twenty one) nights at any point of time shall lapse.

(iii) For the purpose of determining the lapsed nights, the nights first accumulated shall be taken into account. (e.g. In case the Member accumulates the No. of nights of 2017, 2018 to the year 2019 & No. of nights to the credit of Member exceeds 21 nights in the year 2019, then while carrying forward the nights of 2017 shall lapse first) This facility is available to the Member only after the Member has made 100% payment of G2G Fee, Taxes & other outstanding dues.

4.5 That in any year, the Member can advance its entitlement of next 2 years and avail the same in the current year subject to other terms and conditions mentioned in the "G2G Rules". This facility is available to the Member only after the Member has made 100% payment of G2G Fee, Taxes & other outstanding dues. The maximum no. of nights a Member can utilize in a year including advancing facilities cannot be allowed to exceed 21 nights.

4.6 That without any consideration the Member can gift its enjoyment of "G2G Facilities" in any "G2G Quarter" to friends/relatives/others subject however to payment of Guest Fees/ Charges to be paid by the Guests as per applicable terms and conditions. The payment of Guest Fee/ Charges by the Guest is in lieu of "DJB's" efforts in doing due diligence of the guests including reporting of the details of the guests to the Govt. Authorities in compliance with the applicable laws. The Members including Family Members i.e. spouse, parents, children (upto 18 years of age) are excluded from the payment of guest fees/ charges. In addition to the "Guest Fee /Charges", applicable Service Tax shall also be payable.

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4.7 That subject to availability "DJB" may at its sole discretion, permit the Member to convert its "G2G Membership" from a smaller "Timeshare Suite" to a higher "Timeshare Suite" on payment of additional "G2G Fee", plus Taxes by the Member at the rate of higher "Timeshare Suite" prevailing at the time of conversion and subject to compliance of other terms and conditions as may be prescribed by "DJB" from time to time.

4.8 That subject to availability "DJB" may permit the Member to upgrade its entitlement to stay 7 nights in a Year in a particular "G2G Quarter" opted by it from a smaller "Timeshare Suite" to a higher Time Share Suite, and in case "DJB" permits the Member to do so then in that case entitlement of no. of nights of the Member shall be reduced and calculated proportionately in the following ratio:

(i) Upgradation of Studio Suite to 1 Bedroom Suite	7:4	7 nights of Studio Suite will be counted as 4 nights of 1 Bedroom Suite
(ii) Upgradation of Studio Suite to 2 Bedroom Suite	7:3	7 nights of Studio Suite will be counted as 3 nights of 2 Bedroom Suite
(iii) Upgradation of 1 Bedroom Suite to 2 Bedroom Suite	7:5	7 nights of 1 Bedroom Suite will be counted as 5 nights of 2 Bedroom Suite

That any upgradation under the split facility shall be calculated in the ratio mentioned in 4.8 (i), 4.8(ii) and 4.8 (iii) above.

4.9 That the Member shall be entitled to downgrade its "G2G Membership" from a higher "Timeshare Suite" to a smaller "Timeshare Suite" as per clause 11.9.

4.10 That all requests for confirmation of "G2G Facilities" under Privileges are subject to availability. The "G2G Facilities" requested for by the Member including under the alternative accommodation during the construction period, the Split facility, Accumulation facility, Advancing facility, Gifting and upgradation facility has to be confirmed by issue of Confirmation Voucher by "DJB".

4.11 That after the Member has paid of 50% "G2G Fee" to "DJB", "DJB" shall arrange at its own cost free enrollment of the Member as a Member of RCI to avail RCI Exchange Facilities during "G2G Period" and the said enrolment with RCI shall be renewed by DJB from time to time during the "G2G Period" for which enrollment fee payable to RCI in this regard shall be borne and paid by "DJB". That the Member shall be entitled to avail the RCI Exchange Facilities in any of 4500 RCI Affiliated Resorts in 100 countries across the world as per RCI Rules. That all applicable Exchange Fees payable to RCI for availing the RCI Exchange Facilities shall be borne and paid by the member. That the Member also undertakes to get familiarized with the latest Membership Rules of RCI from the website of RCI [www.rci.com](http://www.rci.com)

## **5. PROCEDURE FOR RESERVATION, CONFIRMATION AND CANCELLATION OF RESERVATION OF "G2G FACILITIES"**

5.1 That the Member shall be entitled to avail "G2G Facilities" for 7 nights in a year only in the "G2G Quarter" opted by the Member in the "Membership Enrolment Form", which shall be specified by "DJB" in the "G2G Card" issued by "DJB" to the Member, and subject to availability "DJB" guarantees to provide accommodation to the Member at "G2G Amritsar" in the "G2G Quarter" opted by the Member in the "Membership Enrolment Form". That if the Member wants to avail "G2G Facilities" in any "G2G Quarter" other than the "G2G Quarter" opted by the Member than subject to availability of accommodation during the said "G2G Quarter", "DJB" may entertain the request of the Member (if made at least within 15 days before the desired date) to allow the Member to avail the "G2G Facilities" in the "G2G Quarter" requested by the Member. That the decision of "DJB" in this regard shall be final and binding and the Member undertakes to accept the same.

5.2 That the Member understands that subject to availability "DJB" guarantees to provide accommodation to the Member in the "G2G Quarter" opted by the Member in the "Membership Enrolment Form" only at "G2G Amritsar". However, in case the Member chose to avail accommodation at any of the 4500 RCI Affiliated Resorts, he will be entitled to avail the same only as per the RCI Rules.

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5.3 That the Member can avail "G2G Facilities" by giving request for reservation in the prescribed Reservation Form. The reservation shall be done on a First - Come - First - Serve Basis and subject to availability only. Request for reservation can be done 3 months to 15 days before the desired date of availing "G2G Facilities".

5.4 That on confirmation of the reservation so requested for by the Member, "DJB" shall issue Confirmation Voucher specifying the Check-in and Check-out time to the of their reservation. The Member shall abide by the terms and conditions mentioned in the Confirmation Voucher and in the "G2G Rules".

5.5 That the request for cancellation of confirmed reservation for availing G2G facilities shall be made by the Member in writing. The following norms shall apply in the event of cancellation of confirmed reservation. The date of receipt for cancellation by "DJB" shall be reckoned as the date for the purpose of determining the applicability of specific cancellation norms.

1. Upto 15 days before the desired date of confirmed reservation	Re-credit of entire number of nights of confirmed reservation
2. From 15 days to 7 days before the desired date of confirmed reservation	50% Re-credit of the number of nightsof confirmed reservation
3. Less than 7 days from the desired date of reservation confirmed reservation	The entire nights of confirmed reservation

That the number of nights shall be calculated backward from 12 noon of the day of the start of the booking till the time of receipt of written communication from the Member with regard to cancellation of the booking.

5.6 That in case the Member exercises his option to avail Exchange Facilities with RCI, he shall make his request for reservation directly to RCI and he shall abide by the rules and regulations of RCI as applicable from time to time which are always uploaded by RCI on its website [www.rci.com](http://www.rci.com)

5.7 That the Confirmation Voucher of reservation for availing RCI Exchange Facilities will be issued by RCI directly to the Member as per RCI Rules.

5.8 That the cancellation of confirmed reservation for availing RCI Exchange Facilities shall be as per RCI Rules and the Member undertakes to abide by the same. The Member will deal directly with RCI for cancellation of confirmed reservation.

## **6. TRANSFER OF "G2G MEMBERSHIP".**

6.1 That the Member is entitled to transfer his/her "G2G Membership" (without splitting or bifurcating the Membership) for the unexpired "G2G Period" to his /her ascending and /or descending family Members in blood relations. "DJB" shall entertain the request for transfer of "G2G Membership" in the name of transferee family Member only subject to surrender of "G2G Card" by the transferor family Member.

6.2 That the Member is entitled to bequeath his/her "G2G Membership" (without splitting or bifurcating the Membership) to any person. However such Legatee will be registered as Member only when it surrenders the original "G2G Card". In addition to the above the Legatee shall produce such documents as may be required by "DJB" for effecting transfer of "G2G Membership". Any such Legatee shall be entitled to enjoy the "G2G Facilities" during the unexpired "G2G Period" of the "G2G Membership" subject to the terms and conditions contained herein only, after a fresh "G2G Card" is issued.

6.3 That in the event of Member dying intestate and in case of either or survivor option, the "G2G Membership" shall be transferred to the survivor. A fresh "G2G Card" shall be issued to the survivor only on surrendering the original "G2G Card" and on production of death certificate of the deceased Member. In case of joint Membership, the Membership will be transferred to the respective legal heirs jointly with the surviving Member. Such legal heirs shall be entitled to the "G2G Membership" together with the joint Member only during the unexpired "G2G Period" and on obtaining a fresh "G2G Card".

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GENERATION TO GENERATION

6.4 That the Member is not permitted to sell and/or transfer his "G2G Membership" to any third person(s) except that the Member will be entitled to transfer the Membership to his ascending and/or descending family Members in blood relations as per clause No.6.1, 6.2 &6.3 hereinabove.

## **7. WITHDRAWAL /CANCELLATION OF "G2G MEMBERSHIP" & REFUND:**

7.1 That the Member is entitled to withdraw / cancel its enrollment of "G2G Membership" for any reason, whatsoever anytime provided such request for withdrawal / cancellation is made in writing and signed (by both the Members in case of Joint Membership). In the event of such withdrawal /cancellation, the following cancellation costs are recoverable/deductible from the refund to be made to the Member :-

- (i) for withdrawal /cancellation within 45 days from the date of Membership Enrolment: 5% of the "G2G Fee" shall be deducted.
- (ii) For withdrawal /cancellation during 46 days to 3rd year from the date of Membership Enrolment: 25% of the "G2G Fee" shall be deducted.
- (iii) For withdrawal /cancellation during the 4th year to 5th year from the date of Membership Enrolment: 35% of the "G2G Fee" shall be deducted..
- (iv) For withdrawal /cancellation during the 6th year to 7th year from the date of Membership Enrolment: 45% of the "G2G Fee" shall be deducted..
- (v) For withdrawal /cancellation during the 8th year to 10th year from the date of Membership Enrolment: 60% of the "G2G Fee" shall be deducted..
- (vi) For withdrawal /cancellation during the 11th year and onwards from the date of Membership Enrolment: 100% of the "G2G Fee" shall be deducted.
- (vii) Alongwith the above amount, the following amounts shall also be recovered/deducted ;

(a) the amount if any spent by "DJB" on providing an alternative accommodation to the Member in a 4 or 5 Star Hotel at Amritsar prior to the cancellation of "G2G Membership" and

(b) payment made to RCI for providing free RCI membership and

(c) Outstanding "G2G Fee", Taxes, and other dues, if any relating to "G2G Membership" as per "G2G Rules".

7.2 That the Member is entitled to withdraw/cancel the application for "G2G Membership" only as per Clauses 7.1 above and such request for cancellation shall be entertained by "DJB" only subject to recovery /deduction of cancellation costs mentioned in 7.1 herein above.

7.3 That "DJB" shall refund the amount of "G2G Fee", if any, to the "Members" only after recovering/deducting the amounts specified in Clause No. 7.1 hereinabove. However, in order to avail the refund which shall not accrue any interest, the "Member" shall have to return to "DJB" the "G2G Card" and other documents issued by "DJB". "DJB" shall refund the balance amount, if any, to the Member within 90 days from the date of receipt of "G2G Card" and other documents.

## **8. TERMINATION OF "G2G MEMBERSHIP" & REFUNDS:**

8.1 That "DJB" reserves the right to terminate the "G2G Membership" of the Member on occurrence of any of the following events:

- Default in payment of any of the installment of "G2G Fee" by the Member.
- Default in payment of Taxes, Guest Fee, late fee, penalty and other charges /dues.
- Breach of any of the terms and conditions of "G2G Rules" by the Member.
- Any other action by the Member or occurrence of any event or situation giving "DJB" a right to cancel/terminate the "G2G Membership".

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8.2 That before termination of "G2G Membership" "DJB" shall notify to the Member specifying the default/breach/action and give to the Member 60 days time to rectify the default/breach/action giving rise to termination and in case the Member fails to rectify the default/breach/action within the 60 days period specified in the notice, its "G2G Membership" shall stand automatically terminated without any further reference and/or notice by "DJB" to the Member.

8.3 That in the event of termination of "G2G Membership" by "DJB", all below costs/ charges will be recoverable /deductible by "DJB" from the Member:-

- (i) For termination within 45 days from the date of Membership Enrolment:- 5% of the "G2G Fee" will be deducted.
- (ii) For termination during 46 days to 3rd year from the date of Membership Enrolment: - 25% of the "G2G Fee" will be deducted.
- (iii) For termination during the 4th year to 5th year from the date of Membership Enrolment: - 35% of the "G2G Fee" will be deducted.
- (iv) For termination during the 6th year to 7th year from the date of Membership Enrolment: - 45% of the "G2G Fee" will be deducted.
- (v) For termination during the 8th year to 10th year from the date of Membership Enrolment: - 60% of the "G2G Fee" will be deducted.
- (vi) For termination during the 11th year and onwards from the date of Membership Enrolment: 100% of the "G2G Fee" will be deducted.
- (vii) Along with the above amount the following amounts shall also be recovered/ deducted;

(a) the amount if any spent by "DJB" on providing an alternative accommodation to the Member in a 4 or 5 Star Hotel at Amritsar prior to termination of "G2G Membership"

(b) payment made to RCI for providing free RCI membership and

(c) Outstanding "G2G Fee", Taxes, and other dues, if any relating to "G2G Membership" as per "G2G Rules".

8.4 That "DJB" shall refund the amount of "G2G Fee" which shall not accrue any interest, to the Member only after recovering/ deducting the amounts specified in 8.3 above. However, the Member shall have to return to "DJB", "G2G Card" and other documents issued by "DJB" in order to avail the refund. "DJB" shall refund the balance amount, if any, to the Member within 90 days from the date of receipt of "G2G Card" and other documents.

## 9. THE PROPOSED PROJECT

9.1 That the Project is presently proposed to be named as "G2G Amritsar" and "DJB" reserve the right to change the name and "DJB" may also at any time consider entering into a License Agreement with any reputed Hospitality Chain and the proposed "Project" may then be known by the name for which License Agreement is entered with the Hospitality Chain. That "DJB's" endeavour to enter into any License Agreement with any reputed Hospitality Chain is neither a condition precedent nor an important factor for enrollment of "G2G Membership". That on discontinuance of Agreement between "DJB" and any such Hospitality Chain for any reasons whatsoever, "DJB" may also consider entering into another License Agreement and/or any other type of Agreement with any other reputed Hospitality Chain.

9.2 That the layout plans/building plans and specifications of the proposed "Project" have already been approved by the Competent Authority which may undergo changes in future as may be required/desired pursuant/consequent to any directions/approvals by the Municipal Town Planner, Amritsar, Punjab, and /or other competent authorities. "DJB" shall endeavor to complete the construction of part of the proposed Project within 36 (thirty six) months subject to not having been confronted by pursuant/consequent to any directions/approvals by the Municipal Town Planner, Amritsar, Punjab, and /or other competent authorities.

# G2G HOLIDAYS

GENERATION TO GENERATION

"DJB" shall endeavor to complete the construction of part of the proposed Project within 36(thirty six)months subject to not having been confronted by "Force Majeure" conditions and/or reasons/circumstances of any nature, whatsoever, which are beyond the control of "DJB" which may comprise of acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters, explosions or accidents, air crashes and ship wrecks, act of terrorism, strikes or lockouts, industrial dispute, non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever, war and hostilities of war, riots, bandh, act of terrorism or civil commotion, the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts "DJB" from complying with any or all the terms and conditions as agreed in "G2G Rules", any legislation, order or rule or regulation made or issued by the Govt. or any other Authority or if any Competent Authority(ies), refuses, delays, withholds, denies of the grant of further necessary approvals for the part/whole of the "Project" or if any matters, issues relating to further approvals, permissions, notices, notifications by the competent authority(ies) becoming subject matter of any suit/writ before a competent court or for any reason whatsoever, and any event or circumstances analogous to the foregoing. The Member has understood that notwithstanding what is stated in this para, the entitlement to enjoy "G2G Facilities" in the part/whole of the proposed "Project" shall commence only when the construction of the part/whole of the "Project" is completed and the part / whole of the "Project" is habitable, subject further to the condition that the Member has made due payment of the "G2G Fee".

9.3 That subject to the Member not being in default in making all due payments to "DJB" and also not being in default/breach of any of the terms and conditions set out in the, "G2G Rules", "DJB" shall during the construction period make alternative arrangement for enjoyment of the alternate accommodation by the Member as under:-

(i) In case I/We have made 25% payment of "G2G Fee" plus applicable Taxes, I/We shall be entitled to the following option :-

(a) "DJB" shall be liable only to provide to me/us alternative accommodation in a 4 or 5 Star Hotel at Amritsar at the cost of "DJB"

(ii) In case I/We have made 50% payment of "G2G Fee" plus applicable Taxes, I/We shall be enrolled as Member of RCI and will be entitled to either of the following options :-

(a) "DJB" shall provide to me/us alternative accommodation in a 4 or 5 Star Hotel at Amritsar at the cost of "DJB" Or

(b) I/We shall be entitled to avail RCI Exchange Facilities as per RCI Rules.

I/We shall be entitled to avail either option 5(ii) (a) or option 5(ii) (b) or partly 5(ii) (a) and partly 5(ii)(b) limited to maximum of 7 Nights a year.

9.4 That in case there is a delay in completion of the construction of part of the proposed Project beyond 36 months, the Member shall also have the option to make a request to "DJB" for cancellation of his Membership and refund of "G2G Fee" paid by him subject, however, to deductions of the amount actually spent by "DJB", on providing/ provisioning for him an alternative accommodation in a 4 or 5 Star Hotel at Amritsar along with other outstanding dues if any. The Member shall be entitled to make a request for cancellation of his Membership on account of delay in completion of construction of part of the proposed Project beyond 36 months only within a period of 90 days from the date of expiry of 36 months from the date of Membership Enrolment Form. That after expiry of the said period of 90 days 'DJB' shall not entertain any such request from the Member for cancellation of Membership on account of delay in completion of construction of part of the proposed Project beyond 36 months.

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9.5 That if for any reason whatsoever other than the "Force Majeure" the construction of the 'Project' is abandoned by "DJB", then "DJB" shall refund the amount received by "DJB", from the Member along with interest calculated @12% P.A. subject, however to deduction of the amount spent by "DJB" on providing an alternative accommodation to the Member at Amritsar.

9.6 That "DJB" has presently got its proposed 'Project' to be known as "G2G Amritsar" affiliated to RCI & a Master Affiliation Agreement has been signed between RCI India Pvt. Ltd. (RCI) and "DJB" for a term of 10 years with auto renewal for further mutually agreed term.

9.7 That RCI Exchange Facility is by virtue of the contract between RCI and the Member. The Member shall abide by all the rules, regulations, guidelines, conditions, modifications etc., as may be prescribed by RCI from time to time. The liability and responsibility of "DJB" in respect of RCI Exchange Facility is limited only to the extent of enrolment of the Member with RCI during the "G2G Period" and the Member agrees to the same. It is clearly understood that RCI Exchange Facility is subject to availability at RCI Affiliated Resorts and it is a matter purely between the Member and RCI for which "DJB" shall not be liable or responsible in any manner whatsoever. In case there is a breach of terms and conditions of RCI Rules by the Member or there is a grievance of any kind between the RCI and the Member or vice a versa then in such an event the parties i.e. RCI and the Member have to sort it out amongst themselves and "DJB" is not liable to either party in any manner whatsoever.

## 10. "DJB'S" OBLIGATIONS

10.1 That in case "DJB" does not provide accommodation after issuance of confirmation voucher, "DJB" shall provide alternate accommodation to the Member in any 4 Star or 5 Star Hotel at Amritsar and in the event of default In providing alternate accommodation, "DJB" shall Pay compensation equivalent to 100% of the tariff only that may be paid by the "Member" for staying in an alternative accommodation at Amritsar during the period for which the Confirmation Voucher is issued. The compensation shall be paid by "DJB" to the Member within 60 days of such default.

10.2 That notwithstanding anything stated herein above, "DJB" shall not incur any liability to the Member if it is not in a position to fulfill its obligations by reason of any war, civil commotion, force majeure, act of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters, explosions or accidents, air crashes and ship wrecks, act of terrorism, strikes or lockouts, or any other notification from any Court of Law or Government.

## 11. GENERAL

11.1 That the Member shall be liable to pay all Taxes imposed by or payable to any Government/ local body or any other authority arising out of enrollment of "G2G Membership" and/or use of "G2G Facilities" excepting the Property / Municipal taxes.

11.2 That all requests for accommodation shall be subject to eligibility and availability. In case an option asked for by a Member is not available and instead the Member chooses an alternative option then in that event the Member cannot subsequently make any complaint of harassment, distress, dissatisfaction etc with regard to the same.

11.3 That the Member is not entitled to avail "G2G Facilities" in case there are any outstanding amount to be paid by the Member towards "G2G Fee", Taxes, charges/interest /penalty and other dues as on the date of request for "G2G Facilities".

11.4 That the "Time Share Suite" in the proposed "Project" that will be available for enjoyment by the Member may vary from time to time subject to availability.

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11.5 That the Member shall be liable for all the loss, damage, etc., incurred / sustained by "DJB" due to the commission / omission of the Member / authorized person/s of the Member. The Member shall make good the loss, damage. etc., immediately on demand from "DJB". Until the loss / damage is made good to "DJB", he Member will not be entitled to enjoy the "G2G Facilities". The Member shall comply with all the "G2G Rules" of the "G2G Membership" while enjoying the "G2G Facilities".

11.6 That the Member shall promptly inform the Change of Address to "DJB".

11.7 That the Member shall enjoy "G2G Facilities" without causing any inconvenience or disturbance to other Members/ guests at the Project known as "G2G Amritsar" and /or by any other name.

11.8 That "DJB" reserves its right to convert the nights of "G2G Period" into points system without affecting any of the benefits / rights of the Member in order to provide flexibility to the Member in enjoying the "G2G Facilities", in different periods as and when "DJB" deems fit and proper.

11.9 That in case the Member wants to downgrade his entitlement of 7 Nights to stay in a particular "G2G Quarter" to a smaller Timeshare Suite, "DJB" may permit the same subject to availability and in that case the Member shall not be entitled to any additional benefit of any nature whatsoever including any credit of any no. of Nights due to his staying from a higher category "Times hare Suite" to a smaller category "Timeshare Suite".

11.10 That the Member who is overseas resident is entitled as per the banking rules of his country to cancel the transaction relating to his enrollment of "G2G" Membership including the online payments made by him through his bank within a period of 6 months and/or 1 year from the date of the transaction and in that case their bank is obliged to refund/remit back the amount paid by him in respect of this transaction without any deduction. That notwithstanding the laws of his country, the Member undertakes and binds himself that in case the Member wants to cancel his transaction anytime after the date of this transaction than the Member shall be entitled to refund of "G2G Fee" subject, however to the deductions as per the terms & conditions set out in "G2G Rules". That in view of this contractual binding the Member shall not raise any dispute in this regard either with Members Bank and/or "DJB's" Bank/payment gateway agency and/or 'DJB'.

11.11 That "DJB" has presently got the proposed "Project" affiliated to RCI and "DJB" reserves its right to also affiliate with any other Exchange Company other than RCI for providing domestic and proposed international Exchange. In such event the Member will be entitled to all benefits subject to the applicable terms and conditions and on payment of prescribed fee. However there is neither any representation and /or assurance by "DJB" that it will affiliate with any other Exchange Company, nor that any such affiliation of the "G2G Facilities" with any other Exchange Company other than RCI in any manner whatsoever, is a condition precedent to the purchase of "G2G Membership" by the Member.

11.12 That the Member shall always abide by all the terms and conditions of the "G2G Rules" which are not only attached with the "Membership Enrolment Form" but always uploaded on Website [www.g2gholidays.com](http://www.g2gholidays.com) and in this regard Applicant/Member has signed a Declaration with regard to confirmation, acceptance & compliance of all the terms and conditions "G2G Rules" at the time of application for Enrolment for "G2G Membership" by the Member.

11.13 That "DJB" reserves the right to modify / amend / alter the terms and conditions and/ or impose additional conditions in respect of reservation procedure, split facility, accumulation facility and advancing facility, gifting, upgradation facility, transfer of Membership to ascending /descending family Members in blood relations etc. and rules & regulations of "Club Ambarsar" and the same will be done by DJB keeping in view the overall interest of the "Project" and all the Members of "G2G Holidays".

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11.14 That all correspondence from "DJB" shall be addressed to the first named applicant only. However both the applicants can give instructions or can request for "G2G Facilities" separately or jointly. In case of inconsistency in instructions or request for enjoyment of "G2G Facilities" "DJB" shall act only upon the instructions/request of the first applicant. Further, requests for cancellations shall be in writing and signed by both Members in case of joint "G2G Memberships".

## 12. ARBITRATION AND JURISDICTION

12.1 That all or any disputes, differences or questions arising out of this transaction shall be settled by Arbitration by a Sole Arbitrator to be appointed as per the provision of the Indian Arbitration and Conciliation Act 1996. The arbitration proceedings shall be as per the provisions of the Indian Arbitration and Conciliation Act, 1996 including any amendments thereto. The venue of such arbitration shall be at Amritsar PUNJAB. The language used in the Arbitration Proceedings shall be English only. The award shall be final and binding on the parties.

12.2 That the award passed by the Arbitrator shall be final and binding on the Members and "DJB". That after the passing of the Award by the Arbitrator only the Civil Courts in Amritsar/ Punjab shall have the jurisdiction to the exclusion of all other Courts.

## 13. RCI RULES

### 1. INTRODUCTION

1.1 These Terms of Membership set out the legally binding contract between RCI India Pvt Ltd ("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 "Corporate Participant" refers to a Member whose fees for an enrolment and renewal are paid to RCI by an entity or organization with which RCI has a contractual agreement to offer the RCI Exchange Programme and not by the Member themselves.

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

1.4 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.

1.5 These Terms of Membership shall be governed by and construed in accordance with the laws of India, whatever the nationality of the Member.

1.6 Where these Terms of Membership are translated into a language other than English, the English text shall prevail.

1.7 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 referred to in these Terms of Membership and otherwise comply with these Terms of Membership will be permitted to participate in the RCI Exchange Programme. Limited exceptions may apply such as in the case of a Corporate Participant whose fees have been fully paid by an authorized third party.

2.2 The RCI Directory of Resorts and other RCI publications will be sent to Members from time to time. Replacement copies are available for a fee.

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 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.

2.5 From time to time RCI may offer Members the choice, for an additional fee, to enroll in "Premium" membership arrangements which offer additional benefits. Such benefits may include but are not limited to discounts on last minute unit upgrades, advance access to certain inventory, and rebates and discounts on other products and services. Fees and benefits for "Premium" memberships will be determined by RCI and may change from time to time without advance notice to the member. RCI, at its sole discretion, may suspend, amend, cease to offer or otherwise limit any "Premium" membership options at any time. Such "Premium membership" options are subject to additional terms and conditions full details of which will be available on [www.rci.com](http://www.rci.com). Some products and services available to "Premium" Members may be provided by third parties and may be subject to separate terms and conditions of such third parties.

## **3. YOUR FINANCIAL PROTECTION**

The RCI Exchange Programme is not covered by any applicable Scheme of Financial Protection and does not form part of a package holiday regulated by any law for the time being in force in India (if any).

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

4.1 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.

4.2 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.

4.3 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 membership of RCI.

4.4 If the Affiliated Resort does not fulfill 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.

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4.5 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.

4.6 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 traveling 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.

## 5. YOUR APPLICATION FOR MEMBERSHIP

5.1 To become a Member, you must:

- 5.1.1 be at least 18 years of age;
- 5.1.2 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);
- 5.1.3 pay the applicable fee to RCI (such fee should be paid either by yourself personally or on your behalf); and
- 5.1.4 have your application accepted by RCI.

5.2 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.

5.3 Your RCI Membership subject to these terms takes effect from the date we write to notify you of your membership number.

5.4 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.

5.5 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.

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

5.7 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.

5.8 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 membership.

5.9 RCI shall be permitted to take instructions from and disclose information about your membership to either co-owner.

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5.10 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.

5.11 Co-owners of Holiday Ownership residing at different addresses must apply for separate RCI memberships.

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

5.13 Your membership of the RCI Exchange Programme is personal to you and cannot be transferred or sold.

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

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

6.2 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.

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

## **7. RENEWAL OF YOUR MEMBERSHIP**

7.1 Continuing membership is conditional on the payment of the applicable subscription fee for each year of membership.

7.2 You may renew or extend your membership at any time prior to the expiry of your existing membership by forwarding to RCI the applicable subscription fee.

7.3 If payment is not made by the due date specified on the written reminder, we reserve the right to charge an applicable reinstatement fee in addition to the applicable subscription fee, and payment of the applicable reinstatement fee is also a condition of renewal.

7.4 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 18 below which outlines our rights to terminate or suspend your membership.

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

8.1 You must notify us as soon as possible in the event that you sell or transfer your legal right to any Holiday Ownership.

8.2 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.

8.3 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.

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## 9. DEPOSITING YOUR HOLIDAY OWNERSHIP

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

9.1.1 be a current Member with subscription 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

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

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

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

9.2 We will acknowledge your deposit of Holiday Ownership rights into the RCI Pool by sending you a system generated letter through ordinary local post and or through courier within 14 business days of the date your deposit was made.

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

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

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

9.5.1 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

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

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

9.5.4 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. In the event that you have failed to comply with Term 9.5.4 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.

9.6 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.

### TERMS AND CONDITIONS OF RCI WEEKS SUBSCRIBING MEMBERSHIP

9.7 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.

## 10. EXCHANGE SYSTEM PRIORITIES

10.1 "Deposit Trading Power" is the value assessed by RCI and assigned to Holiday Ownership rights deposited in the RCI Pool at the time you deposit such Holiday Ownership rights or the value derived at the time you combine Holiday Ownership Rights and/or deposit credits in accordance with these terms. Deposit Trading Power may vary from deposit to deposit and from year to year (based on the criteria stated herein).

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10.2 RCI, at its sole discretion, may reevaluate the value assigned to Holiday Ownership Rights deposited in the RCI Pool. Upon such reevaluation if the value assigned to the exchange accommodation deposited in the RCI Pool has increased the Deposit Trading Power of such exchange accommodation or any directly associated combined deposit or deposit credit may be adjusted accordingly by RCI.

10.3 "Exchange Trading Power" is the value you require to obtain the use of a particular unit of available exchange accommodation which has been deposited by another Member in the RCI Pool (or which is otherwise available for exchange). Exchange Trading Power is subject to change based on system activity and the factors listed in this clause 10 and the Exchange Trading Power of any particular exchange accommodation in the RCI Pool may differ from its Deposit Trading Power.

10.4 In fulfilling an exchange request, RCI will compare the Deposit Trading Power of your deposited Holiday Ownership rights to the Exchange Trading Power of the specific exchange accommodation deposited in the RCI Pool that you would like to obtain. If the Exchange Trading Power is less than or equal to the Deposit Trading Power, then an exchange may occur, subject always to the other terms which apply. commercial purposes, including rental, sale or onward exchange to a third party or allow them to be used by any third party for such purposes.

10.5 In deriving Deposit Trading Power and Exchange Trading Power, RCI considers such factors as: (i) the demand, supply, classification, grouping and utilization of the Holiday Ownership rights deposited in the RCI Pool, and the Affiliated Resorts and geographic regions associated with the Holiday Ownership rights deposited in the RCI Pool; (ii) the seasonal designation of the Holiday Ownership rights deposited in the RCI Pool; (iii) the size and type of the unit concerned (i.e. number of bedrooms, kitchen type and maximum / private occupancy of the physical unit); (iv) comment score cards that RCI compiles from comments submitted by Members who visit the Affiliated Resort where the Holiday Ownership rights are located; (v) the date of deposit and the start date of the deposited Holiday Ownership rights.

10.6 RCI may at its sole discretion enter into agreements with Affiliated Resorts to assign Deposit Trading Power to certain units of accommodation deposited in the RCI Pool based on a derived average Deposit Trading Power for such units.

10.7 If you are a Corporate Participant you may request an exchange which does not require you to first deposit your Holiday Ownership rights. Specific additional terms may apply in these circumstances.

10.8 In addition, exchange accommodation/Holiday Ownership rights deposited in the RCI Pool are shared regionally to facilitate Member exchanges. RCI may set aside or reserve exchange accommodation deposited in the RCI Pool to match regional reservation requests and other anticipated demands.

10.9 RCI may in its discretion apply further restrictions or changes to the exchange process as required by Affiliated Resorts.

## **11. DEPOSIT TRADING POWER AND DEPOSIT CREDITS**

11.1 To receive the maximum Deposit Trading Power, you should deposit your Holiday Ownership rights at least 9 months prior to the start date of such Holiday Ownership rights. If you deposit your Holiday Ownership rights less than 9 months from the start date your deposited Holiday Ownership rights may be allocated a lower Deposit Trading Power.

11.2 Each deposit of Holiday Ownership rights made by you or on the behalf of you for the purpose of an exchange made more than 10 months in advance of the start date of such Holiday Ownership rights shall be available exclusively for exchange by Members and eligible members of the RCI Points exchange programme for a period of 31 days from the date of deposit including the initial day of deposit and shall not be available for any other purpose, including without limitation rental.

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11.3 You may be able to extend the useful life of a deposit of your Holiday Ownership rights, a deposit credit or a combined deposit by requesting a deposit extension, in increments of three or six months. RCI may require a service fee for each deposit extension. RCI reserves the right to discontinue offering deposit extensions, to modify the terms of deposit extensions, and to change the fee for deposit extensions at its sole discretion. Any charge for deposit extensions will be posted on RCI's website at [www.rci.com](http://www.rci.com).

11.4 If the Exchange Trading Power of a confirmed exchange is less than the Deposit Trading Power assigned to the deposit or combined deposit used to affect the exchange, RCI may provide you with a "deposit credit" that can be used towards a future exchange.

11.5 You may be able to combine two or more deposits of your Holiday Ownership rights and deposit credits; thereby receiving one new "combined deposit" that has a Deposit Trading Power reflecting the sum of all the individual Deposit Trading Power used to make the combined deposit. RCI may charge a service fee(s) for combining in this way. RCI reserves the right to discontinue offering combined deposits, to modify the terms regarding the combined deposits, and to change the fee(s) for combining at its sole discretion. Any fee(s) for combined deposits will be posted on RCI's website at [www.rci.com](http://www.rci.com).

11.6 If you request an exchange into the resort where your Holiday Ownership rights are located or any associated group of resorts you will receive priority over other Members who do not own Holiday Ownership rights at that home resort or home group of resorts providing that you have the requisite Deposit Trading Power with which to obtain the exchange.

fee(s) for combined deposits will be posted on RCI's website at [www.rci.com](http://www.rci.com).

## 12. REQUESTING AN EXCHANGE

12.1 You must (upon receipt of intimation by us in this regard (if any)) pay in advance the exchange fee current on the date of request for each exchange requested.

12.2 If RCI is unable to confirm an exchange acceptable to you we will at your request either hold the exchange fee as a credit to your account against future exchange fees or refund it to you.

12.3 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.

12.4 Our ability to confirm an exchange request is dependent on 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.

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

12.6 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.

12.7 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.

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## 13. USE AND ALLOCATION OF EXCHANGE ACCOMMODATION

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

13.2 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.

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

13.4 Members are responsible for any damage caused by them and/or by their Guests whilst staying at an Affiliated Resort.

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

13.6 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 or the entire deposit. resort or home group of resorts providing that you have the requisite Deposit Trading Power with which to obtain the exchange.

13.7 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.

13.8 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.

13.9 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.

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

## 14. GUESTS

14.1 An exchange confirmation can be used only by the Member who has deposited his/her Holiday Ownership rights for exchange in the RCI Pool, unless the Member gives the exchange confirmation to a friend or family member by purchasing a guest certificate from us at the guest certificate fee current at the date of issue.

14.2 Persons who own Holiday Ownership rights at Affiliated Resorts but who are not Members may not be recipients of guest certificates unless Term 14.1 applies.

14.3 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.

14.4 Guest certificates can only be used by the person(s) named on them and must be used by person(s) of 18 years or older or age of 21 years or older for travel to USA.

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14.5 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.

14.6 Guest certificates are non transferable and must not be used for any commercial purpose, including rental, sale or onward exchange to a third party.

14.7 The use of guest certificates is subject to any conditions, restrictions, limitations or charges imposed by the relevant Affiliated Resort.

14.8 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.

14.9 Guests must not pretend to be Members during their stay.

14.10 Guest certificate fees are non-refundable in case of cancellation.

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

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

15.2 Unless specific cancellation terms applying to your exchange have been notified to you by us, you will receive a refund of your exchange fee only if we receive notice of cancellation by the end of the business day on which you notified us that you wished to accept an exchange offered to you (unless it is within 14 days of the start date of the exchange confirmed, when there shall be no refund).

15.3 If you cancel your exchange at least 2 business days before its start date, you may request another exchange against the Holiday Ownership rights which you have already deposited in the RCI Pool; however, the Deposit Trading Power of your holiday Ownership rights may have reduced.

15.4 If you cancel your exchange with less than 2 business days notice before its start date, you will not be able to request another exchange against the Holiday Ownership rights which you have deposited in the RCI Pool.

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

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

16.1.1 any payment made by you to us is rejected by your bank or credit card company; Or

16.1.2 you have not paid any maintenance fee assessments or other similar charges relating to your Holiday Ownership by the due date for payment.

16.2 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 any natural disaster, act of God, civil unrest, government action or terrorist activity.

16.3 Where such circumstances as outlined in Term 16.2 above occur before departure, we reserve the right to cancel a confirmed exchange. In these circumstances, we will 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 the Trading Power of your Holiday Ownership rights.

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16.4 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:

16.4.1 misuse of a confirmed exchange; or

16.4.2 misuse of a guest certificate by the Member or his/her Guest(s) (in particular, but without limitation, use for commercial purposes); or

16.4.3 other breach of these Terms of Membership, where in RCI's reasonable opinion, the misuse or breach in question reasonably justifies the proposed sanction.

16.5 Provided that there is 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.

## **17. 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.

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

18.1 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:

18.1.1 you fail to comply with any of these Terms of Membership;

18.1.2 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;

18.1.3 the resort at which you own Holiday Ownership rights ceases to be an Affiliated Resort as set out in Term 4.4 above;

18.1.4 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

18.1.5 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.

18.2 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.

18.3 On termination, we will refund any subscription fee paid in advance by a Member (but not on your behalf) less the full one year subscription fee for each year or part of a year for which you have been a member (or since the last renewal) unless termination is due to your failure to pay any sums due or comply with these Terms of Membership, in which case you will not be entitled to any refund.

18.4 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.

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

## 19. IF YOU HAVE A COMPLAINT

19.1 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.

19.2 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 unless prior authorization from RCI's office in Bangalore or the nearest RCI local servicing office has been given. Note: Please refer to Term 21 below which outlines our liability to you.

19.3 In the unlikely event that the Affiliated Resort does not resolve the matter, please follow this up within 30 days of your return home by writing to our Customer Services, RCI India Pvt Ltd, Pine Valley, First Level Embassy Golf Links Business Park, Off Intermediate Ring Road, Bangalore 560 071, India, or by emailing [indiarci@rci.com](mailto:indiarci@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.

## 20. DISPUTES

Disputes arising out of or in connection with this contract which cannot be amicably settled may be referred to arbitration under RCI's Booking Conditions. Otherwise Indian Courts shall have jurisdiction to resolve any disputes that arise in connection with these Terms of Membership.

## 21. OUR LIABILITY TO YOU

21.1 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 three times the sums received by us for the exchange 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).

21.2 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).

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

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

21.5 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.

21.6 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.

## 22. COMMUNICATING WITH YOU

22.1 RCI is the sole controller of all data held in relation to Members and their Guests and all processing of data relating to your membership and to your or your Guests' use of exchange or other accommodation or of related travel services offered by RCI is therefore subject to India's data protection laws only.

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22.2 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).

22.3 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.

22.4 You agree that RCI, or any associated companies or third parties authorized by RCI, shall be entitled to make contact with you or your Guests by post, e-mail, telephone, including automated dialing 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:

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

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

22.4.3 notify you of travel or other services or products which we believe may be of interest.

22.5 You or your Guests are entitled to receive a copy of any data held by us relating to you or them subject to payment of an administration fee of no more than the maximum stipulated in the Data Protection Laws applicable in India.

22.6 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) for a period of up to five years after termination of your membership, or if you have made use of related travel services offered by RCI, up to five years from the date of use of such services, unless you write to let us know otherwise.

22.7 We shall be entitled to rely on your Guests' consent to receive information regarding such products and services for a period of up to five years after their occupation and use of accommodation at an Affiliated Resort, or if your Guests have made use of related travel services offered by RCI, up to five years from the date of use of such services, unless your Guests write to us to let us know otherwise.

22.8 We may also record or monitor telephone calls to and from RCI, without further notification, for staff training and quality control purposes.

## **23. OTHER SERVICES**

23.1 These Terms of Membership do not apply to any services made available by RCI other than exchanges.

23.2 Without limitation, RCI does not provide flights, coach or train travel, car hire, insurance, ferries, cruises and tours. Such services may be purchased from independent third party suppliers and will be subject to the terms and conditions of the suppliers concerned.

23.3 RCI reserves the right to vary, withdraw or add to the services it provides at any time, with or without notice.

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## 24. VARIATIONS

24.1 These Terms of Membership, the RCI Exchange Programme, seasonal designations and RCI's procedures and conditions for effecting exchanges may be changed by RCI in its sole discretion from time to time. Members will be notified of any such changes by publication on RCI's website(s), RCI Publications, by letter, e-mail or other electronic media. No such changes will take effect until they have been so published.

24.2 The fees charged by RCI (including without limitation the subscription fee, the exchange fee, the guest certificate fee and the reinstatement fee) and the basis for calculating them are subject to review on 1st January each year and any changes to fees resulting from such review may be introduced by RCI with immediate effect. RCI may revise its fees at any other time, subject to prior notification in the RCI Directory of Resorts or other RCI publications produced for Members from time to time, or by letter, e-mail or other electronic media.

24.3 These Terms of Membership and any changes notified as above shall supersede and replace prior versions published in the RCI Directory of Resorts or otherwise.

24.4 RCI may assign 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, on RCI's website, in other RCI publications generally or by letter or email.