

## Perks by CLUB WYNDHAM MEMBERSHIP AGREEMENT

Perks by CLUB WYNDHAM is a unique entertainment, recreation, vacation and travel program offering a wide variety of benefits and privileges to its Members on an annual basis. Perks by CLUB WYNDHAM membership entitles the Members family, including up to two adults and their dependent children up to age 21, to all benefits, discounts and other privileges as provided herein.

**INITIAL AND RENEWAL MEMBERSHIP FEE BASED ON MEMBERSHIP TYPE:**

(Renewal Membership Fee includes membership for a term of twelve months)

Membership Type	Initial / Renewal Membership Fee
Non-VIP	<b>\$49.95</b>
VIP	<b>\$49.95</b>
Gold VIP	<b>\$0</b>
Platinum VIP	<b>\$0</b>

### Perks by CLUB WYNDHAM Membership Terms and Conditions

Perks by CLUB WYNDHAM is a program formed to provide various travel-related benefits and privileges to its Members and currently consists of such benefits as discounts on resort lodging, golf, recreation, car rentals, hotels, motels, cruises and airfare as well as other non-travel related discounts. An individual becomes a Member of Perks by CLUB WYNDHAM by submitting this completed Perks by CLUB WYNDHAM Membership Agreement ("Agreement") and by the payment of the applicable membership fees. The Agreement, when signed by the Member and a Perks by CLUB WYNDHAM representative, will form a legally binding contract between the Member and Wyndham Vacation Resorts, Inc. ("Sponsor"), subject to the following terms and conditions:

**1. Membership.** Membership in Perks by CLUB WYNDHAM is available to individuals and their immediate families only. Membership in Perks by CLUB WYNDHAM is non-transferable and may not be sold.

**2. Terms of Individual Perks by CLUB WYNDHAM Programs and Benefits.** Programs and benefits offered to Perks by CLUB WYNDHAM Members are described and depicted in the Member's kit, a copy of which has been provided to Member along with this Membership Agreement. Said program and benefits are subject to the separate terms and conditions of the suppliers of the individual benefits which separate terms and conditions are subject to change at any time. The Perks by CLUB WYNDHAM benefits may be changed or eliminated without prior notice to the Members. The Sponsor accepts no responsibility for the acts or omissions of any persons providing such programs or benefits directly to Members. There may be certain additional costs, fees and expenses associated with certain Perks by CLUB WYNDHAM programs or benefits currently available or added by the Sponsor from time to time and such additional costs, if any, shall be borne solely by the Member. Any fees required are disclosed in the materials for the specific benefit.

**3. Personal Expenses.** The Member is responsible for payment of any personal expenses incurred while utilizing any Perks by CLUB WYNDHAM program or benefit. The use of or participation in Perks by CLUB WYNDHAM is completely voluntary, and payment of any fee or other cost associated with Perks by CLUB WYNDHAM is required only upon that use or participation.

**4. Membership Suspension and Termination.** This Agreement, together with Member status, may be suspended or terminated by the Sponsor without further obligation if the Member fails to comply with these terms and conditions or the terms of the various programs and benefits of Perks by CLUB WYNDHAM. Further, Membership may be terminated for any misuse of the Perks by CLUB WYNDHAM program or if the Member becomes delinquent on any amounts owed to Sponsor and/or its affiliates, violation of any federal, state or local law or regulation in connection with the use of membership privileges, failure to pay for charges associated with a Perks by CLUB WYNDHAM program or benefit or for any other reason. Membership in Perks by CLUB WYNDHAM will automatically terminate if the Member is no longer a CLUB WYNDHAM Plus Owner.

**5. Program Changes.** The terms and conditions of this Agreement and of the Perks by CLUB WYNDHAM programs and benefits may be changed from time to time at the sole discretion of the Sponsor. **Sponsor reserves the right to increase the annual fee or future fees from time to time.** Members shall be notified of any information regarding such changes in the Perks by CLUB WYNDHAM publications or written correspondence. Current editions of those publications shall supersede prior editions with respect to the terms and conditions of membership and the Perks by CLUB WYNDHAM programs and benefits. The Sponsor is bound only by the representations that it makes concerning the terms and conditions of its programs and benefits set forth in its official publications or written correspondence and is not responsible for contrary or conflicting representations made by any other person.

**6. Limitation of Liability and Release.** Sponsor, its subsidiaries, officers, directors, employees and agents, including without limitation, its advertising agencies, printers and other suppliers, shall not be liable for and expressly disclaim any and all liability for any injury, liability, expense, cost, damage, penalty or loss of any kind incurred or caused by a Member, their family, or their guests (i) in connection with the utilization of or participation in any Perks by CLUB WYNDHAM program or benefit, or (ii) resulting from any acts or omissions of any individual or entity providing a product, benefit or service in the Perks by CLUB WYNDHAM program. Sponsor's

## ONLINE

liability for any other loss or damage incurred by a Member through use of the Perks by CLUB WYNDHAM programs or benefits is limited to the fee paid by such Member for membership in Perks by CLUB WYNDHAM. The Member hereby agrees to release and hold harmless Sponsor, its subsidiaries, successors and assigns, its and their advertising agencies, printers and other suppliers, as well as its officers, directors, employees and agents for any injury, liability, expense, cost, damage, penalty or loss of any kind incurred by Member, the Member's family or guest during any trip or utilization of any Perks by CLUB WYNDHAM program or benefit and for any related damage, theft or loss caused or incurred by the Member, the Member's family or guest.

**7. Effective Date and Activation.** This Agreement becomes effective when it is signed by the Member and the Sponsor's Perks by CLUB WYNDHAM Representative. The Member must activate the Perks by CLUB WYNDHAM as indicated on the Perks by CLUB WYNDHAM Card before commencing use. If the Member delays activation of the Perks by CLUB WYNDHAM, the period of time between the effective date and the activation date shall be lost.

**8. Renewal.** Unless a Member notifies Sponsor that Member does not wish to renew the Perks by CLUB WYNDHAM, Sponsor may automatically renew the Membership at the end of each twelve month term and bill the renewal Membership fee as instructed above on this Agreement. Renewal Membership fees are based on Member's Perks by CLUB WYNDHAM membership at the time of renewal and may vary.

**9. Right to Cancel Membership.** Member has the right to terminate this Agreement at any time by calling 866-812-9825 or writing to Perks by CLUB WYNDHAM, 8427 SouthPark Circle, Orlando, FL 32819. Member can receive a refund of the unused portion of a renewal Membership fee, upon request. Unused portions of a complimentary Membership are not refundable.

**10. Effect of Termination.** Termination of Membership in Perks by CLUB WYNDHAM will have no effect on such Member's vacation ownership contractual obligations or agreements and will not result in termination of an ownership interest which a Member may have in real estate, including but not limited to a timeshare, lot, home, condominium, townhouse or undivided interest. Membership in Perks by CLUB WYNDHAM is not additional consideration for the purchase of a vacation ownership interest. Cancellation of Membership in Perks by CLUB WYNDHAM shall in no way relieve a Member of their obligation under any other contract or agreement.

**11. Availability of Programs and Benefits.** As Perks by CLUB WYNDHAM depends on the services and programs offered by unrelated third party suppliers, Sponsor cannot guarantee continued availability of all programs and benefits. If a Perks by CLUB WYNDHAM program or benefit becomes unavailable for any reason whatsoever, the Member waives any and all claims against sponsor resulting from the unavailability of such program or benefit.

**12. Miscellaneous Disclosures.** The continued availability of Perks by CLUB WYNDHAM is not necessary for the use and enjoyment of any accommodation within Member's timeshare plan. No costs of acquisition, operation, maintenance, or repair of Perks by CLUB WYNDHAM are passed on to purchasers of a vacation ownership interest in a timeshare plan as a common expense.

**You may cancel this Agreement without any penalty or obligation within seven (7) calendar days after the date you sign this Agreement. If you decide to cancel this Agreement, you must notify the Sponsor in writing of your intent to cancel. Your notice of cancellation shall be effective upon the date sent and shall be sent to Wyndham Vacation Resorts, Inc. at 8427 SouthPark Circle, Orlando, FL 32819, Attn: Perks by CLUB WYNDHAM . Your notice of cancellation may also be sent by facsimile to (407) 370-6093 or by hand-delivery to the sales location where you purchased, if applicable. Any attempt to obtain a waiver of your cancellation rights is void and of no effect.**