

***WORLD MARK SOUTH PACIFIC CLUB***

***GUIDELINES***  
***&***  
***REGULATIONS***

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These Guidelines and Regulations are the official Club operating rules and are in existence to facilitate a smooth and professional Club operation for the benefit of Owners of WorldMark South Pacific Club.

## 1. DEFINITIONS & INTERPRETATION

In these Regulations:

The terms defined in clause 1 of the Constitution of the Club have the same meaning wherever appearing in these Regulations.

**Annual Club Levy** is the financial contribution each Owner makes to the Club operations and the upkeep, maintenance and repair of the resort properties. The Annual Club Levy is prorated during the first year of Ownership and is due on January 1<sup>st</sup> of each year thereafter.

**Club** means the managed investment scheme known as WorldMark South Pacific Club constituted by deed dated 1 March 2000.

**Daily Vacation Credit Values** is a separate printed document constituting part of these Guidelines and Regulations. This document is the schedule of how many Vacation Credits are required for staying in each Club apartment on a daily, weekly and seasonal basis and a schedule of the seasons assigned to each apartment. "Red" is for the high demand period, "White" is for the mid demand period and "Blue" is for the low demand period.

**Eligible Credits** are Premier Vacation Credits that were purchased on or before 30 April 2010; and Premier Vacation Credits purchased on or after 1 May 2010 that are qualified by the Developer for use in the Privileges by Wyndham program.

**Eligible Owners** are those Premier Owners who own Eligible Credits.

**Exotic Resorts** means WorldMark South Pacific Club Resorts that are so designated by the Developer, from time to time and at the Developer's sole unfettered discretion, currently being Wyndham Resort Denarau Island, Fiji, WorldMark South Pacific Club by Wyndham Bali Hai Villas, Hawaii, United States of America and WorldMark South Pacific Club by Wyndham Ka 'Eo Kai, Hawaii, United States of America.

**Grouped Reservation** means a reservation made up of 2 or more segments in multiple Apartments or at multiple Resorts for a continuous and uninterrupted period and where a seven night minimum applies and at least one segment falls within a Red Season. Each segment may be for less than seven nights however the total continuous stay must be a minimum of seven nights.

**Guest** includes an invitee of an Owner, whether relative, friend, associate or other person, either staying with or visiting the Owner or staying with the Owner's permission, and shall also include an invitee of the Club.

**High Demand Dates** are those dates as determined by the Responsible Entity from time to time as having very high occupancy and typically include gazetted public holidays and school holidays. Please refer to Annexure "A" for a table of current High Demand Dates.

**Nominated Person** means the person who is authorised to make and cancel holiday reservations, where the Owner is a body corporate or where the Ownership comprises more than two natural persons. Where relevant, reference to 'Owner' in these Guidelines and Regulations would be a reference to the Nominated Person of the said Owner(s).

**Occupant** means a person occupying Club property for any period of time and any derivations thereof shall have a corresponding meaning.

**Owner, WorldMark Owner, or Club Owner** means any person who is issued with Vacation Credits and has an Ownership in the Club as an individual or jointly with any other person. All Owners are subject to these Guidelines and Regulations. Being a family member of an Owner, or living in the same residence as an Owner, does not result in any Owner's rights being available to that person and any Club use or exercise of any Club privileges and benefits are subject to these Guidelines and Regulations.

**Owner Services Consultant** means a Club representative employed to process Owner holiday booking requirements.

**Ownership** means ownership in the Club conferred upon an Owner or Club Owner by virtue of the Premier Owner Vacation Credits or Standard Owner Vacation Credits held (as applicable).

**Premier Owner Vacation Credits** are Vacation Credits that exist for the life of the Club and that include the use of Bonus Time as well as all present and future Apartments. The usage value of these Vacation Credits renews annually on the first day of the anniversary month of their purchase. These Vacation Credits are transferable, subject to the terms of the Club Constitution.

**Red Season** means the period during which demand is high as specified in the Daily Vacation Credit Values.

**Resort Manager** means the Responsible Entity and its representatives who are responsible for the management of the Resorts.

**Resort Regulations** means those regulations governing the use of resorts not managed or operated by the Resort Manager.

**Responsible Entity** means the responsible entity for the time being of the Club who, at the date of this Deed, is Wyndham Vacation Resorts South Pacific Limited ACN 090 503 923, AFSL No 225200.

**Standard Owner Vacation Credits** are Vacation Credits that have a 40 year life and do not include the use of Bonus Time, and usage is limited to those Apartments that are in the Club system at the time the Owner of the Standard Vacation Credits was issued with the Standard Owner Vacation Credits. The usage value of these Vacation Credits renews annually on the first day of the anniversary month of their purchase. The usage value of these Vacation Credits is transferable, subject to the terms of the Club Constitution.

**Vacation Credits Available** are the total number of Vacation Credits available for use in an Owner's account, whether saved or borrowed.

**Vacation Credits Owned** are the total number of Vacation Credits purchased which are renewed annually.

**Weekend Only Reservation** is a two-night Friday and Saturday reservation. Any other combination of days shall not be considered a Weekend Only Reservation.

All prices quoted in these Guidelines and Regulations are inclusive of any applicable Australian Goods and Services Tax (**GST**) unless otherwise stated.

## 2. **RESORT REGULATIONS**

Where the Club owns apartments in a timeshare or other resort, which is not operated by the Resort Manager, the Resort Regulations of that timeshare or other resort insofar as they relate to the use of the resort, shall have precedence over these Regulations and all Owners must, to the extent applicable, comply with those Resort Regulations.

## 3. **ADMINISTRATION**

### 3.1 **Nominated Person**

If the Ownership comprises more than two natural persons, or the Owner is a body corporate, the Owner(s) must designate a Nominated Person. The Nominated Person is the only person authorised to make and cancel holiday reservations. The Owner(s) are however bound by and are responsible for, the actions of the Nominated Person. **Where relevant, reference to 'Owner' in these Guidelines and Regulations would be a reference to the Nominated Person of the said Owner(s).**

### 3.2 **Transfers of Ownership**

An Ownership can be transferred by way of sale, gift or intestate disposition. The approval of any transfer is at the sole discretion of the Responsible Entity and must comply with the Responsible Entity's Transfer of Ownership Policy, as amended from time to time. An Owner (or potential Owner) must provide any information reasonably required by the Responsible Entity to assist it in making a determination of whether

to approve the transfer of Ownership.

### 3.3 **Maintenance Period**

The Club shall reserve 7 nights and days, not necessarily consecutive, during each calendar year as a maintenance period for each apartment during which period the Club shall maintain, refurbish and repair the apartment as necessary. The Club shall determine from time to time which days and nights will constitute the maintenance period for each apartment. No reservations for an apartment shall be accepted during this maintenance period.

### 3.4 **Amendments**

The Responsible Entity may amend these Guidelines and Regulations from time to time in accordance with the Constitution. This may include the amendment of any fees or hours of operation listed in these Guidelines and Regulations.

### 3.5 **Violations**

- (a) Failure to abide by these Guidelines and Regulations, other governing documents of the Club, or any individual Resort Regulations may result in either one or more of the following:
  - (i) temporary or permanent suspension of the defaulting Owner's rights and privileges including, but not limited to, the temporary or permanent suspension of current or future bookings at one or more Club Resort or Club Apartment by the Owner, Guest or invitee. Where an Ownership is held by more than one Owner, the suspension can be applied to one or more Owners; and/or
  - (ii) immediate cancellation of any current or existing booking at a Club Resort or Club Apartment.
- (b) Any Owner whose rights and privileges are suspended either temporarily or permanently is prohibited from visiting or staying at any Club Resort or Club Apartment during the period of their suspension.

### 3.6 **Discipline**

The Constitution includes the power for the Club to terminate occupancy at the Resorts for violation of the Guidelines and Regulations, the Constitution, other Club governing documents, or the Resort Regulations.

### 3.7 **Enforcement**

- (a) The Resort Manager will have full authority to implement these Guidelines and Regulations and any Resort Regulations and can cancel a booking and request an Owner and/or Guests to immediately leave the Club Resort or Club Apartment if he/she deems it necessary and in the interests of other Owners; and
- (b) Owner Services Consultants will have full authority to apply these Guidelines and Regulations when processing reservations for Club Resorts or Club Apartments.

### 3.8 **Discipline of Staff**

No Owner shall reprimand or give any direction to the On-site Management, or any servant of the Club. Any complaint or grievance by an Owner concerning the On-site Management, any employee of the Club or any matter relating to the Club and Resorts shall be made in writing to the Club.

### 3.9 **Administrative Fees**

The Constitution includes the power for the Club to charge administrative fees when any levy (annual or special levy) is not paid by the date due and to set fees for the transfer of Vacation Credits. These fees are set forth below and may be amended from time to time, by the Club:

- (a) Levies not paid by the due date are subject to a late fee of AUD\$15.00 per notice sent;
- (b) Default interest at such rate as may be prescribed from the due date until the date such levy is received, the current interest rate is 15%;
- (c) A return cheque charge of AUD\$25.00 (including direct debits);

- (d) An administrative fee of AUD\$100.00 shall be payable for each transfer of Vacation Credits when requesting an immediate family member be added to, or removed from, the Ownership;
- (e) An administrative fee of AUD\$200.00 shall be payable for each transfer of Vacation Credits when requesting Ownership be transferred to another party;
- (f) An administrative fee of AUD\$300.00 shall be payable when requesting Vacation Credits be split into separate Ownerships or combined with another Ownership;
- (g) An administrative fee of AUD\$25.00 shall be payable for each one-time transfer of Vacation Credits; and
- (h) An administrative fee of between AUD\$5.00-\$15.00 may apply when requesting a statement of Ownership account.

### 3.10 Publication Fees

- (a) Should Owners request additional copies of printed publications and/or marketing materials to be issued, the Club reserves the right to charge a fee as determined by the Club from time to time in relation to the issue and distribution of such printed publications and/or material.

## 4. RESERVATIONS

### 4.1 Vacation Credit Reservations

- (a) Owners may reserve time for occupancy in the Apartments to the extent allowed by the use of an Owner's Vacation Credits, subject to the Constitution, these Guidelines and Regulations and the availability of Apartments. Reservations may be made only by an Owner and only by using their own Vacation Credit account. An Owner may have one Weekend Only Reservation at a time for each block of 6,000 credits owned, e.g., 6,000-11,000 Vacation Credits = one Weekend Only Reservation; 12,000–17,000 Vacation Credits = two Weekend Only Reservations.
- (b) The Club shall honour reservations on a first to book first served basis and shall confirm reservations in writing and assign each a reservation number. The Club shall not honour any reservation other than that confirmed in writing to an Owner.
- (c) The Club shall not be responsible for conflicting reservations and cancellations of joint Owners of Vacation Credits. If such conflict occurs the Club reserves the right to suspend any usage of the Owners' Vacation Credit account until the joint Owners have resolved their conflict in writing to the Club, such notice to the Club being duly signed by each of the joint Owners.
- (d) Apartments shall be assigned by the Best Fit computer system so that stay opportunities for all Owners are maximised. They shall not be assigned at the time of check-in. All Club Apartments are ranked in order of preference with special features, such as views given the highest priority. The Best Fit system will assign the highest priority apartment available for the length of stay, giving preference to reservations made furthest out. Special requests may be accepted at the time of making the reservation with medical documentation, however it cannot be guaranteed although all attempts will be made to honour the request. Should all of the Apartments be allocated at the time of request for reservation the Club shall notify the Owner, who shall be entitled to make another request for a reservation.
- (e) Owners are responsible for any taxes related to their usage of Club Apartments, such as sales tax or transient occupancy tax. Taxes shall be pre-paid at the time of making the reservation.

### 4.2 Bonus Time Reservations (Premier Owners only)

- (a) Only Owners of Premier Owner Vacation Credits have the right to reserve time for occupancy in the Apartments by prepayment of the Bonus Time Fee, subject to the Constitution, these Guidelines and Regulations and the availability of Apartments.

- (b) An Owner may have only one Bonus Time reservation until the reservation has been completed. If the Bonus Time holiday plan is to stay at more than one Club Resort, then the Owner may make the number of reservations needed, provided the combination of these reservations is for consecutive nights, and that the Bonus Time does not exceed 4 nights, or 7 nights for Bonus Time in an Exotic Resort. An Owner may have only one Weekend Only Bonus Time reservation each calendar quarter for each initial block of up to 10,000 Vacation Credits owned and thereafter for each additional full block of 10,000 Vacation Credits owned, for example, 6,000–19,000 Vacation Credits owned = 1 Weekend Only Bonus Time reservation each calendar quarter.
- (c) Use of Bonus Time shall be subject to the pre-payment of a Bonus Time Fee instead of any Vacation Credit or housekeeping charge. The amount of the fee (inclusive of GST/VAT) shall be as determined by the Club from time to time, and is currently:

Club Resort Location	Bonus Time Fee per Vacation Credit	Minimum Fee per reserved night*
Australia	\$0.080	\$80.00
New Zealand	\$0.084	\$84.00
Fiji	\$0.078	\$78.00
Thailand	\$0.077	\$77.00
United States of America	\$0.072	\$72.00

\* The Bonus Time Fee does not include any taxes which are payable upon checkout of a Club Resort. These may include (but are not limited to) Service Turnover Tax and Environmental Levy in Fiji and General Excise Tax and Transient Accommodation Tax in United State of America. Further details of these additional fees can be obtained from the Owner Services team at (or prior to) the making of a reservation.

- (d) A Bonus Time reservation may be combined with a Vacation Credit reservation, provided that the Bonus Time portion meets with the requirements for a Bonus Time reservation. This combined reservation is not subject to a minimum stay.
- (e) A Bonus Time reservation may be used as a stand-alone reservation, provided that the Bonus Time portion meets with the requirements for a Bonus Time reservation. This Bonus Time stand-alone reservation is subject to a minimum stay of 2 nights.
- (f) An Owner may request a Bonus Time reservation; be it either a combined reservation or stand-alone reservation, up to 14 days prior to the requested arrival date. A Bonus Time reservation for Exotic Resort inventory may be made up to 30 days prior to the requested arrival date. If an Owner wishes to request a Bonus Time reservation for a Guest to occupy an Apartment without the presence of the Owner for any days of the reserved period, such request may only be made within 5 days prior to arrival.

#### 4.3 Guest Use

- (a) Any non-owner use, whether by rental or by gift, is considered Guest usage by the definition given above in Section 1. The Owner making the reservation is responsible for Guest behaviour, charges resulting from Guest usage, and Guest compliance with all applicable Club Guidelines and Restrictions.
- (b) The Owner does not have to be present during Guest usage of Vacation Credits. However, the Owner does have to be present during the Guest usage of Bonus Time if the reservation is made earlier than 5 days prior to arrival.
- (c) An Owner may charge a Guest for use of Vacation Credits in whatever amount the Owner chooses, but may charge Guests for Bonus Time usage only the actual cost of Bonus Time. Owners shall not charge any fee in cases where rental is prohibited by local law or restriction, or in cases that the Responsible Entity determines are not in the best interests of the Club.



#### 4.4 Requests for Reservations

- (a) An Owner wishing to use his Vacation Credit account shall request the Club to reserve an Apartment for his chosen holiday time.
- (b) Requests for reservations may be made to the Club online via the internet, by telephone, letter, fax or e-mail as directed by the Club during business hours, Monday to Friday, 7.00am to 8.00pm and Saturday and Sunday, 8.30am to 4.30pm Australian Eastern Standard Time (**AEST**). These hours are subject to change, and notice will be given to Owners via the Owners' newsletter publication. Reservation requests by letter, fax or e-mail shall be accepted but the Club shall not be responsible for lost documents or timeliness of bookings. Telephone and Electronic bookings shall take first priority in the processing of reservations.
- (c) Vacation Credit reservations may be made up to 13 months prior to the requested arrival date, and may extend beyond 13 months if the stay is continuous and uninterrupted within a single reservation. When Owners make a Grouped Reservation, the first night of stay in each segment must fall within 13 months from the date that Grouped Reservation is made. If Owners make any amendments to their reservation (for example, cancel any portion of the original reservation), the arrival date must always fall within 13 months from the date the original reservation was made including the first night of each segment in a Grouped Reservation.
- (d) When Owners make a Grouped Reservation the first night's stay at each Resort in the Grouped Reservation must fall within 13 months from the date the original Grouped Reservation was made.
- (e) Eligible Owners may be able to participate in an exchange with WorldMark, The Club at participating resorts in North America, Canada and Mexico. Such participation is separate from Ownership in the Club and is made available through the exchange network agreement between Wyndham Vacation Resorts Asia Pacific and Wyndham Resort Development Corporation that will expire on 2 November 2021, unless extended beyond this date. Eligible Owners may make an exchange reservation (subject to availability) using Eligible Credits. Exchange reservations may be made up to 11 months prior to stay at participating WorldMark, The Club resorts. When exchanging into a WorldMark, The Club resort Eligible Owners are responsible for: abiding by the Rules and Guidelines for WorldMark, The Club; any usage fees or taxes; and any occupancy taxes, fees or charges applicable to international resorts that may be imposed by the local councils. Eligible Owners participating in the exchange network agreement must pay all charges, fees or costs imposed at the time of making the reservation.

#### 4.5 Confirmation of Reservations

All reservations must be confirmed by the Club in writing, fax or by e-mail, and a reservation number must be assigned before it is valid. This reservation confirmation must be presented at the time of check-in at the Resort. The confirmation will state the number of Vacation Credits charged for the reservation, and the Owner's Vacation Credit balance for the remaining annual period. If a reservation confirmation is not promptly received, the Owner should call WorldMark Reservations. The Owner is responsible for verifying correctness of the reservation upon receipt of the confirmation and immediately notifying WorldMark Reservations of any errors. The Club does not guarantee any reservation other than that confirmed on the printed confirmation (subject to regulation 4.6 (b)). A Guest name must be advised at the time of making a Guest reservation to ensure the correct name is printed on the confirmation, and to avoid entry to the apartment being refused.

#### 4.6 Delinquency

- (a) No reservation requests shall be confirmed if an Owner is delinquent in the payment of the Club levies, any amount owed to the Club or owed on the agreement for purchase of Club Vacation

Credits.

- (b) If following the receipt of confirmation of reservation as set out at regulation 4.5, an Owner is delinquent in the payment of the Club levies, any amount owed to the Club and/or is delinquent under the agreement for purchase of Club Vacation Credits, the confirmed reservation may be cancelled by the Club in accordance with regulation 4.8 cancellations, set out below.

#### 4.7 Last 48-hour Exemptions

Any Apartments, which have not been reserved at least 48 hours before use shall be open for reservations which will be exempt from the following regulations:

- Regulation 4.1: number of Vacation Credit reservations.
- Regulation 4.2: number of Bonus Time reservations.
- Regulation 4.9: length of stay.

#### 4.8 Cancellations

- (a) An Owner, or the Club pursuant to regulation 4.6 (b), may cancel a reservation by notice to the Club in such manner as notified by the Club from time to time.

- (b) An Owner shall not be charged a cancellation fee as set out in regulation 4.8 (c) if notice is given to the Club in respect of the cancellation as required by regulation 4.8 (a) within the following periods:

<b>For reservations made:</b>	<b>No later than:</b>
61 days to 13 months in advance	30 days before use
15 days to 60 days in advance	10 days before use
48 hours to 14 days in advance	48 hours before use
0 hours to 48 hours in advance	No cancellation

- (c) If a reservation is cancelled outside the periods set out in regulation 4.8 (b), the applicable number of Vacation Credits for the reservation shall be forfeited, or if the reservation is a Bonus Time reservation, such Owner shall be responsible for the Bonus Time fees for that use. Should further bookings be taken to ensure the resort is fully booked for the apartment size and dates as cancelled, the forfeiture will be reversed or the Bonus Time fees refunded on request by the Owner
- (d) All Vacation Credits which have been forfeited in accordance with regulation 4.8(b) and 4.8(c) may be reinstated by the Club, if the cancellation was due to the death or a serious medical condition of an Owner, their immediate family or their guest. The reinstatement of Vacation Credits may be made at the sole discretion of the Club and may only be made once the Club has received documentary evidence which substantiates, in the opinion of the Club, the request for reinstatement. The reinstated Vacation Credits usage rights shall not exceed 3 months from date of reinstatement.
- (e) Despite regulation 4.8(a), 4.8(b) and 4.8(c) the Owner shall not be charged a cancellation fee and shall not forfeit the applicable number of Vacation Credits if the Owner:
  - (i) alters a reservation by increasing the number of reserved nights at the reserved Apartment; or
  - (ii) alters a reservation by upgrading the type of reserved Apartment, on condition that the number of nights reserved for the reservation does not decrease; or
  - (iii) cancels a reservation and reinstates that cancelled reservation, subject to availability; provided that the cancelled reservation is not reserved by another Owner, Guest or person. It is a further condition that the cancelled reservation does not cause expired Vacation Credits; in which event those expired Vacation Credits so caused shall be forfeited and not applicable to be used to reinstate the cancelled reservation.
- (f) Despite regulation 4.8(a), 4.8(b) and 4.8(c) the Owner shall be entitled to reduce the number of nights reserved however the Owner will be charged a cancellation fee and forfeit Vacation Credits.

The Vacation Credits forfeited by the Owner will equal the difference in the number of Vacation Credits used to reserve the Apartment prior to the reduction and the number of Vacation Credits used to reserve the Apartment immediately after the reduction.

- (g) Despite regulation 4.8(a), 4.8(b) and 4.8(c) the Owner shall be entitled to downgrade the type of reserved Apartment however the Owner will be charged a cancellation fee and forfeit Vacation Credits. The Vacation Credits forfeited by the Owner will equal the difference in the number of Vacation Credits prior to the downgrade and the number of Vacation Credits immediately after the downgrade.
- (h) An Owner cancelling any part of a 7 night minimum stay during Red Season, split between two or more resorts must immediately replace that cancelled part of the split with an equal or greater number of nights and an equal or greater number of Vacation Credits. If the Owner does not replace the cancelled part in accordance with this regulation then the entire 7 night minimum stay must be cancelled with a 48 hour waiting period between the cancellation and a new reservation.
- (i) There shall be a 48 hour waiting period between a cancellation and a new reservation if:
  - (i) an Owner cancels a one week reservation in the Red Season and requests that same reservation for less than one week within 9 months or less of occupancy; or
  - (ii) an Owner cancels a Vacation Credit reservation and requests that same reservation as a Bonus Time reservation; or
  - (iii) an Owner cancels a Bonus Time reservation and requests that same reservation as a Guest Only reservation within 5 days of use; or
  - (iv) an Owner cancels a One-Time reservation and then requests the same reservation be made using Vacation Credits, Bonus Time or Fun Time; or
  - (v) an Owner has requested a change to an existing reservation and the new arrival date is not within 13 months from the date the original reservation was made or, in the event of a Grouped Reservation, the first night of each segment is not within 13 months from the date the Grouped Reservation was made.

#### 4.9 Length of Stay

- (a) There is a 7 night minimum stay during Red Season for any reservation booked more than nine (9) months in advance, unless that stay falls within regulations 4.9(b) and 4.9(c). This 7 night minimum stay is for consecutive nights and may be split between 2 or more Resorts. Housekeeping fees will be applicable.
- (b) There is no minimum stay for any reservation booked during Red Season 3, 4, 5, 6, 7, 8 and 9, unless the reservation includes either a Friday or Saturday, where there must be a two (2) night minimum stay.
- (c) At Wyndham Sydney Suites there is a 3 night minimum stay during Red Season for any reservation booked more than 9 months in advance, except for those dates described as "High Demand Dates", where there is a 7 night minimum stay. All 3 night stays must be for consecutive nights. 7 night stays must also be for consecutive nights but may be split between Wyndham Sydney Suites and another Resort. Housekeeping fees will be applicable.
- (d) There is a 2 night minimum stay when either a Friday or a Saturday are included in the reservation, subject to 2 nights being available.
- (e) There is a 2 night minimum and a 7 night maximum stay for each Bonus Time reservation at an Exotic Resort and for all other Resorts there is a 2 night minimum and 4 night maximum stay for each Bonus Time reservation.

- (f) At Club Resorts in Hawaii, all bookings must be made in 7 night blocks with arrivals on fixed days which are subject to change each calendar year. Details of the arrival day will be listed in the Resort Guide and on the Club website. Any additional nights need to be made under separate bookings and a housekeeping token or housekeeping fee is payable for each booking.
- (g) For any reservation made 9 months or less from date of travel there is no minimum stay requirement unless the reservation includes either a Friday or Saturday, where there must be a 2 night minimum stay.

**5. RENTING BY THE CLUB**

- (a) The Club may rent Apartments in non-Exotic Resorts to the general public within 47 hours of a reservation if an Owner has not made a reservation for such Apartment by that time. For Exotic Resort inventory the Club may rent within 30 days of the reservation date. All proceeds from such rentals shall accrue to the Club.
- (b) On an exception basis and subject to the following directives, the Senior Vice President of Hotel and Resort Operations may approve opportunity rental programs where:
  - (i) significant benefits accrue to the Club and Owners;
  - (ii)
    - A. a high degree of certainty permits reliable forecasting of the number of apartments available for renting without impacting an Owner's ability to reserve an Apartment; or
    - B. an Apartment is placed into the Club for a period less than 12 months and due to there being no reliable occupancy history it is very difficult to reliably forecast the impact of renting that Apartment, and there remains within the Resort a margin of between 10% and 20% of Apartments available for Owners at any one time.
  - (iii) commitments will not extend through more than one high season and will not exceed 12 months prior to arrival; and
  - (iv) Owner demand takes precedence over rental demand.

These rules have been put in place to protect the interests of the Owners, so that the Club may receive income for apartments that would otherwise stand empty because of changes at short notice.

**6. BORROWING VACATION CREDITS (PREMIER OWNERS ONLY)**

A Premier Owner may, in a current Anniversary Year, use Vacation Credits from the following Anniversary Year provided that all assessments for the Vacation Credits for the following Anniversary Year are paid.

**7. UNUSED VACATION CREDITS (PREMIER OWNERS ONLY)**

- (a) Vacation Credits which are unused by a Premier Owner at the end of an Anniversary Year shall automatically carry over for use immediately in the following Anniversary Year. A Premier Owner's unused Vacation Credits will expire at the end of the second Anniversary Year if the Premier Owner has not made and received an accepted Vacation Credit reservation by then. The travel date can be made for up to 13 months in advance for WorldMark South Pacific resorts as long as the reservation is made prior to the credits expiring. Credit reservations using expiring credits will not be restored if cancelled after the expiry date.
- (b) For usage, the Club shall deduct from a Premier Owner's Vacation Credit account, first against any carry over Vacation Credits and then against the current Anniversary Year's Vacation Credits. By doing this, the Club assists the Premier Owner in minimising the potential of having Vacation Credits expire.

**8. HOUSEKEEPING SERVICES**

- (a) Housekeeping service occurs at the end of each stay, or mid-stay if a continuous stay in one

Apartment exceeds 7 nights. A seven night minimum stay that has been split between Resorts will result in additional housekeeping fees at subsequent Resorts. However, at Club Resorts in Hawaii, only 1 housekeeping service occurs per 7 nights and a housekeeping fee or housekeeping token is payable for each 7 night block or booking.

- (b) Owners shall be allowed 1 free housekeeping service each Anniversary Year for the initial block of up to 10,000 Vacation Credits and thereafter for each full block of 10,000 Vacation Credits owned, e.g., 6,000–19,000 Vacation Credits = 1 free housekeeping service per Anniversary Year. Further Vacation Credit use in the same Anniversary Year shall be subject to a housekeeping fee per stay as may be determined by the Club. If the Owner does not use any of their Vacation Credits in a particular year, then the free housekeeping is carried forward to the next year and expires after that year.

These fees, inclusive of GST, are currently:

	<b>Standard</b>	<b>Deluxe</b>	<b>Grand</b>	<b>Presidential</b>
<b>Studio or Hotel Room</b>	AUD\$90.00	AUD\$98.00	N/A	N/A
<b>1 Bedroom</b>	AUD\$103.00	AUD\$110.00	N/A	N/A
<b>2 Bedroom</b>	AUD\$115.00	AUD\$121.00	AUD\$131.00	AUD\$141.00
<b>3 Bedroom</b>	AUD\$126.00	AUD\$131.00	AUD\$141.00	AUD\$185.00
<b>4 Bedroom</b>	N/A	N/A	AUD\$185.00	AUD\$205.00

Please note that in addition to the housekeeping fee noted in these Regulations, any housekeeping fees incurred in Fiji will attract Services Turnover Tax (**STT**) and other taxes which may be levied by the Fijian Government from time to time and which are subject to change.

- (c) In addition to the one free housekeeping service, a free mid-stay service will be provided if an Owner stays more than 7 nights in the same Apartment at the same Resort.
- (d) Housekeeping service for Bonus Time usage is already paid for by the Bonus Time Fee and is not subject to housekeeping fees.

**9. GENERAL USE OF THE RESORT**

**9.1 Check-in/Check-out Procedures**

- (a)
  - (i) All persons who shall be residing at the Resort shall immediately on arrival call at the Resort office to advise of their arrival.
  - (ii) All persons who anticipate arriving after 5.00pm shall prior to that time advise the Resort office accordingly.
- (b) At the time of check-in at the Resort a person must present written confirmation of their reservation received from the Club.
- (c) Apartments may be occupied at any time after 4.00pm on the day of commencement of their occupation and must be vacated no later than 12.00pm on the day of termination of their occupation unless the specific resort rules determine otherwise.
- (d) Occupants who arrive at the Resort earlier than, or who wish to leave later than, the times referred to in regulation 9.1(c) may use the recreational and sporting facilities available to the Resort.
- (e) Facilities use: additional equipment may be available at some resorts and usage fees may be applicable.

**9.2 Failure to Vacate**

- (a) If an Owner or Guest (**non-vacating Owner or Guest**):
  - (i) fails to vacate an Apartment at the end of the Vacation Credit Use or Bonus Time or such later time as may be agreed to by the Resort Manager, or

- (ii) otherwise makes unauthorised use of an Apartment during a period other than such Owner's Vacation Credit Use or Bonus Time, or
  - (iii) prevents another Owner or Guest (**detained Owner or Guest**) from using or occupying an Apartment during such other Owner's Vacation Credit Use, then
- (b) the non-vacating Owner or Guest shall:
- (i) be subject to immediate removal, eviction or ejection from the Apartment wrongfully used or occupied. If the non-vacating Owner or Guest is not present at the time of removal, eviction, or ejection the property of the non-vacating Owner or Guest will be removed from the Apartment and placed in storage;
  - (ii) be deemed to have waived any notice required by law with respect to any legal proceedings regarding removal, eviction or ejection, to the extent such waiver is permitted by law;
  - (iii) reimburse the Club and the detained Owner or Guest for all costs and expenses incurred by the Club and such detained Owner or Guest as a result of such conduct including costs of reasonable alternate accommodation, travel costs, court costs, and actual legal fees incurred in connection with the removal, eviction or ejection of the non-vacating Owner or Guest and costs, including legal fees, incurred in collecting such amounts.

The Resort Manager shall use reasonable efforts to remove the non-vacating Owner or Guest from the Apartment and assist the detained Owner or Guest in finding comparable alternate accommodation during such late departure. If the Resort Manager determines, in its absolute discretion, to contract for a period greater than the Vacation Credit Use which the detained Owner or Guest was prevented from using in order to obtain adequate alternate accommodation, the entire cost of the alternate accommodation shall be for the account of the non-vacating Owner or Guest.

- (c) If an Owner or Guest renders an Apartment uninhabitable by an intentional or negligent act, such Owner or Guest shall be deemed a non-vacating Owner or Guest for such period as the Apartment remains uninhabitable and shall be subject to the consequences described in this regulation 9.2.

### 9.3 **Restrictions on Use of any Facility**

The Resort Manager may, for any reason, impose restrictions for any period on the use of any facility at the Resort, in which case no person shall enter upon or use such facility in contravention of those restrictions.

### 9.4 **Non-availability of Apartment**

If an Owner has a confirmed reservation for a Vacation Credit Use and there is no Apartment available at the Resort for which the reservation was made, then the Resort Manager shall arrange comparable alternate accommodation for such Owner at the Club's expense, in the same Resort if possible.

### 9.5 **Renting of Apartments**

- (a) Subject to these Guidelines & Regulations, an Owner may charge a fee for the use of a Reservation made with an Owner's Vacation Credits, on such terms as the Responsible Entity considers appropriate from time to time, but must not do so as part of an ongoing commercial enterprise.
- (b) The Responsible Entity is entitled to determine, at its discretion, whether or not an Owner is conducting an ongoing commercial enterprise and such Owner must immediately comply with any request from the Responsible Entity or its employees to provide information that may be required to assist with this determination.
- (c) The Responsible Entity and the Developer are entitled to use their Vacation Credits as part of their usual business operations.

## 10. USE OF APARTMENTS

### 10.1 Holiday Occupancy

- (a) No Apartment shall be held for other than accommodation purposes and occupancy and shall be subject to the occupancy limits set out in regulation 10.1(b). Neither the Responsible Entity nor the Developer shall be restricted in its activities pertaining to the sale of Vacation Credits.
- (b) An Owner shall not permit more than the following numbers of persons, including children of any age, to occupy an Apartment at any one time (including day visitors):

Studio or Hotel room:	– 2 persons
One bedroom:	– 4 persons
Two bedrooms:	– 6 persons
Three bedrooms:	– 8 persons
Four bedrooms:	– 8 persons
- (c) Apartments may vary in occupancy limits between Resorts and Owners shall be advised of the relevant occupancy limits at the time of making a reservation. Club occupancy limits will be strictly enforced.
- (d) Owners checking into a Resort with more persons in their party than the occupancy limit for the relevant Apartment shall be given the opportunity to reserve a larger Apartment, if available, subject to use of additional Vacation Credits, or to reduce the number of persons in their party or if necessary, to vacate.
- (e) The Responsible Entity may use any of the Apartments for sales tours when not reserved and occupied by an Owner or Guest.
- (f) Owners and Guests are the only persons permitted to occupy an Apartment. Such persons under the age of 18 years shall only occupy an Apartment under parental supervision.
- (g) In each apartment there is an inventory list of all items. The occupant should report any missing items, or damage noticed, in the assigned apartment to the Resort Manager as soon as possible after check-in. At the end of each occupancy, an inspection of the apartment, its furnishings and equipment shall be conducted.
- (h) The Owner is responsible for any damage or loss of any items that might occur during occupancy by an Owner or an Owner's Guest. Charges for any missing items, damage during occupancy, excessive cleaning requirement or charges for any unpaid services shall be billed to the Owner. Non-payment of such charges shall be cause for suspension of reservation and occupancy privileges until paid in full.
- (i) No person shall bring into, store or use any flammable chemical, liquid, gas or other material in an Apartment, other than materials intended for proper use in such Apartment.
- (j) No structural changes, reorganisation or removal of furniture, wall hangings, floor coverings, or redecorating of any type within the apartments or other areas of the Resort shall be permitted.
- (k) There shall be no use of power equipment, workshops, engaging in car or boat maintenance (other than emergency work).
- (l) Any activities, which will affect the plumbing, electrical systems or structural integrity of any improvement or which will alter any structure, shall be prohibited.

### 10.2 Insurance

Nothing shall be done in or upon any Apartment or at any resort property which will increase the cost of or cause the cancellation of any insurance maintained by the Club, the Resort Manager or the Resort covering liability, fire damage, theft and other risks customarily insured against in similar projects, without

the express written consent of the Resort Manager.

### 10.3 **Inspection**

The Resort Manager may inspect the Apartments at all reasonable hours.

### 10.4 **Right of Entry**

The Resort Manager may, at reasonable times and upon reasonable notice enter any Apartment for the purposes of maintenance.

## 11. **USE OF RECREATIONAL AND SPORTING FACILITIES**

### 11.1 **Swimming pool Area**

- (a) No person shall enter the swimming pool, children's pool or spa pool after physical exertion without first showering.
- (b) No person shall bring into the swimming pool area any glass or breakable item.
- (c) Children must be supervised by an adult at all times.

## 12. **CONDUCT AND GENERAL USE OF THE RESORT**

### 12.1 **Conduct and General Use of the Resort**

The Club may establish and post specific rules related to the orderly management of each Resort. All persons, whilst at the Resort, shall observe the following:

- (a) abide by the Constitution and the Guidelines and Regulations of the Club;
- (b) comply with any reasonable requests and directions of the Resort Manager;
- (c) not conduct themselves in any manner which shall be in violation of any law or ordinance, or may be a nuisance, disturbance, hazard, or an unreasonable interference with the use and peaceful enjoyment of the Resort by other Owners and Guests;
- (d) not use the Resort for any purpose which is or may be illegal or injurious to the reputation of the Resort or the Club;
- (e) not mark, paint, drive nails, screws or the like into, or otherwise damage or deface any part of the Resort;
- (f) not hang any washing or other article from any part of the Resort including patios and railings and do things so as to be visible from any other Apartments or Common Area, except where provision is made in the Apartments, without the prior written consent of the Resort Manager;
- (g) not camp or erect any temporary structure at the Resort without the prior written consent of the Resort Manager;
- (h) not install or maintain any exterior lighting on any Apartment or the Common Area without the prior written consent of the Resort Manager;
- (i) barbecuing may be done only in designated areas.

### 12.2 **The Disposal of Rubbish and General Cleanliness**

All persons whilst at the Resort shall:

- (a) have regard for and keep clean, neat and tidy their Apartment and all other parts of the Resort;
- (b) not leave any garbage, rubbish, waste, disposable napkins, bottles and cans otherwise than in the receptacles provided.
- (c) notwithstanding regulation 8, be charged a minimum of AUD\$25.00 for the disposal of rubbish and cleanliness of the apartment; where it is the opinion of the Resort Manager that the Apartment has been vacated and left with an unacceptable amount of rubbish and/or in an unacceptable condition.

### 12.3 **Motor Vehicles**

- (a) All persons whilst at the Resort shall not:
  - (i) drive or cause to be driven any motor vehicle, motor cycle, trailer or caravan faster than walking pace at the Resort, or cause any undue noise or fumes from it;



- (ii) clean, wash or service or repair any motor vehicle, motor cycle, trailer, caravan, or boat at the Resort, without the express permission of the Resort Manager (except in the case of an emergency) and should such permission be given then in strict accordance with any directions that the Resort Manager may give;
  - (iii) keep, park, store or maintain any stripped down, wrecked or junk motor vehicle at the Resort;
  - (iv) operate any off-road unlicensed motor vehicle at the Resort or the Common Area;
  - (v) park any commercial motor vehicle bearing commercial signs or markings at the Resort unless such motor vehicle is used as the Owner's means of personal transportation and provided that the Resort Manager shall determine that such signs and markings are unobtrusive and inoffensive.
- (b) All motor vehicles used by or belonging to the Owners or Guests shall be parked only in marked parking areas, enclosed parking or garage areas appurtenant to the Resort and which are available for parking by Owners and Guests.
- (c) Any motor vehicle located at the Resort in violation of these Regulations or the Resort Regulations may be towed away and stored in compliance with the law, notwithstanding to whom such motor vehicle belongs. Charges for towing and storage shall be assessed against the Owner responsible for the presence of such motor vehicle.

#### 12.4 **Children**

All persons whilst at the Resort shall ensure that any child for whom they are responsible is properly supervised at all times. Children shall be expected to play and behave in a manner that does not create any undue disturbance to the holiday enjoyment of other Owners or cause damage to property.

#### 12.5 **Animals**

No person whilst at the Resort shall bring or keep any animal, bird or reptile at the Resort, including in any type of vehicle.

#### 12.6 **Collection for Charities**

No person whilst at the Resort shall:

- (a) collect from or solicit from any person any monies or other contributions for charitable or other purposes without the express written consent of the Resort Manager;
- (b) sell any tickets in or otherwise conduct any lottery or raffle without the express prior written consent of the Resort Manager.

#### 12.7 **Advertising**

No person whilst at the Resort shall:

- (a) advertise or cause the advertising of any matter of any kind or display or exhibit any material whatsoever without the express prior written consent of the Resort Manager;
- (b) approach or solicit any member or guest for any professional or commercial purpose without the express prior consent of the Resort Manager.

Neither the Responsible Entity nor the Developer shall be in any way restricted by this regulation 12.7 in relation to the marketing and sale of Vacation Credits.

### 13. **GUEST USE AND VISITORS**

- (a) Owners and Guests may invite visitors to the Resort but such visitors may only be at the Resort whilst in the company of the inviting Owner or Guest and such visitors may not exceed the occupancy limit allowed for the apartment.
- (b) Owners and Guests shall advise the Resort Manager of intending visitors to assist the Resort Manager in maintaining security at the Resort.

- (c) Any use of Vacation Credits by a person other than an Owner, whether by rental or by gift, shall be considered usage by a Guest as stated in regulation 4.5.

## 14. **LIABILITY FOR OWNERS' AND GUESTS' PROPERTY**

### 14.1 **Security**

Apartments should be locked when unattended. Any suspicious or unusual activity should be reported immediately to the Resort Manager.

### 14.2 **Liability**

Owners and Guests shall occupy and use the Resort and the Resort Apartments at their own risk. They shall release and indemnify the Responsible Entity, the Resort Manager, and the Club from and against any action or demand due to any damage, loss, costs, injury or death caused by or as a result of the Owners' or Guests' act, use or occupation of the Resort and Resort Apartments, except to the extent that it was caused by the wilful or negligent act or omission of the Responsible Entity, the Resort Manager or the Club.

### 14.3 **Lost Property**

All property lost or found should be reported to and if found handed to the Resort Manager.

### 14.4 **Storage of Property**

Except in areas which may be designated for such purpose by the Resort Manager, neither Owners nor Guests may store personal property on the Resort other than within an Apartment during occupancy.

## 15. **SUPPLY OF INFORMATION**

The Club shall, upon application made to it in writing in respect of a Vacation Credit by an Owner who is the Owner of that Vacation Credit or by a person authorised in writing by such Owner and on payment of a fee as shall be determined from time to time by the Responsible Entity, provide the applicant with a completed statement to the effect of Form 1 to these Regulations.

## 16. **AFFILIATIONS AND REWARD PROGRAMMES**

### 16.1 **Additional benefits**

From time to time the Responsible Entity may enter into certain resort affiliation arrangements or reward programmes through which Owners can use, exchange or trade in their Vacation Credits for accommodation rights and/or other non-monetary benefits or rewards. Owners will need to comply with the rules and guidelines governing such arrangements or programmes in particular relating to use, exchange or trade in or of their Vacation Credits.

### 16.2 **Use**

For the purpose of regulation 7 herein, the Vacation Credits are deemed to be used or cease to be unused when the Club receives a confirmation exchange or redemption in accordance with the relevant affiliation arrangement or reward programme for such Vacation Credits.

## 17. **RESTRICTIONS ON RESERVATIONS DURING 2018 COMMONWEALTH GAMES**

### 17.1 **Commonwealth Games Period - 4 April 2018 to 15 April 2018 (Games Period)**

The following restrictions will apply for reservations made by any Owner for any Apartment in a Resort situated within the City of Gold Coast, Queensland during the Games Period:

- (a) An Owner may make a reservation for themselves or on behalf of their immediate family members only including spouse, sibling, parents or children (each, an **Approved Guest**). The Owner or Approved Guest may have other guests stay under their reservation however the Owner or Approved Guest must be in occupation of the Apartment for the full duration of the reservation.
- (b) An Owner or Approved Guest must provide identification at the time of check-in. Failure to do so will result in the immediate cancellation of the reservation without refund.

- (c) All reservations that fall within the Games Period must be for a period of 7 nights (i.e. including reservations which commence or finish outside the Games Period).
- (d) As reservations within the Games Period are subject to specific conditions, they must be made directly with an Owner Services Consultant and cannot be made online. A confirmation letter will be sent to an Owner once the reservation is confirmed and this will restate these specific terms and conditions.
- (e) Transfers of reservations or name changes of Guests are not permitted once the reservation has been confirmed. In the event that an Owner wishes to change the name on the reservation it must be cancelled and the Club Apartment will be placed back onto any waitlist and a new reservation will be required. There is no guarantee that a new reservation can be made as any rebooking is subject to availability. All other standard cancellation policies will apply.
- (f) The Responsible Entity reserves its right to cancel any reservation that does not comply with these restrictions (including the failure by an Owner or Approved Guest to be at the Resort for the duration of the reservation) and can forfeit all Vacation Credits or Bonus Credits used to make the reservation.

## 18. **ADDITIONAL CLUB PROGRAMS**

From time to time the Responsible Entity may offer programs which allow Owners to access Club Apartments at less than the usual allocated Vacation Credit value. This is made available by using Vacation Credits that are due to expire to offset a Club Apartment's allocated daily Vacation Credit value. Current programs available to Owners are listed below. The Responsible Entity reserves its right to withdraw these programs at any time, at its absolute discretion. If an Owner does not want to participate in any of these programs they can choose to opt out at any time by contacting the Owner Services team during normal business hours.

### 18.1 **Grab It**

- (a) The Grab It program allows Owners access to packages for certain Club Apartments or Associate Resort Apartments for Vacation Credits or a cash payment (or combination of both).
- (b) Grab It bookings are designed to benefit Owners and their guests and cannot be sold, raffled, marketed, or auctioned.
- (c) Grab It offers are found at <http://grabit.worldmarksp.com/>. Packages are subject to availability and may be withdrawn at any time without notice.
- (d) All packages offered under the Grab It program cannot be used in conjunction with any other offer.
- (e) Not all room types available will be suitable for people with mobility issues. Please refer to resort information found at [www.worldmarksp.com/resorts](http://www.worldmarksp.com/resorts) and [www.worldmarksp.com/beforeyougo](http://www.worldmarksp.com/beforeyougo) before completing a booking.
- (f) Payments for packages will be processed within 7 days after a Grab It booking is submitted. If an Owner has insufficient Vacation Credits to cover the booking, the Owner may purchase One-Time Credits from the Developer.
- (g) Grab It packages available under the program are subject to terms and conditions as set out on the Grab It website including but not limited to the following:
  - (i) A maximum of 3 Grab It bookings are permitted at any one time per Ownership.
  - (ii) Changes and cancellations of a Grab It booking is not permitted. No refund will be given once a booking has been confirmed.
  - (iii) If additional nights are required;
    - I. a new booking must be made and payment of any additional housekeeping cost must be paid; and

- II. the Grab It terms and conditions will apply to the entire stay (i.e. no cancellations will be accepted), unless a separate Vacation Credit Reservation for the additional nights is made, in which case a housekeeping token or fee will apply as the Club Apartment or Associate Resort Apartment cannot be guaranteed for the entire stay.
- (h) When booking packages at TRYP Fortitude Valley Hotel Brisbane, only Vacation Credits, assigned Vacation Credits and cash will be accepted as payment.
- (i) If an Owner is found to be selling, raffling, marketing or auctioning Grab It bookings then:
  - (i) the Grab It booking will be cancelled with no refund;
  - (ii) all existing Grab It bookings will be cancelled; and
  - (iii) for a period of 6 months, no new Grab It bookings will be able to be made.

## **Annexure "A"**

### **Wyndham Sydney Suites - High Demand Dates (See Regulation 4.9(c))**

<b>SYDNEY HIGH DEMAND 2018</b>	
<b>From</b>	<b>To</b>
1 January 2018	4 January 2018
27 February 2018	4 March 2018
26 March 2018	15 April 2018
2 July 2018	16 July 2018
23 September 2018	8 October 2018
16 December 2018	31 December 2018

<b>SYDNEY HIGH DEMAND 2019</b>	
<b>From</b>	<b>To</b>
1 January 2019	4 January 2019
26 February 2019	3 March 2019
6 April 2019	29 April 2019
29 June 2019	22 July 2019
21 September 2019	13 October 2019
19 December 2019	31 December 2019

**Statement of Particulars of Vacation Credits Relating to WorldMark South Pacific Club**

**Form 1**

<b>To the Applicant:</b>	
<p><b>1. Details of Vacation Credit</b></p> <p>1.1 (a) Name of Owner(s): (b) Address:</p> <p>1.2 Class of Vacation Credits:</p> <p>1.3 Number of Vacation Credits:</p> <p>1.4 Owner’s Membership Number:</p> <p>1.5 (For Standard Owner) Details of the Standard Owner Apartments:</p> <p>1.6 Number of Vacation Credits remaining for use in current year:</p> <p>1.7 Number of reservations made for the use of Vacation Credits in the current year:</p> <p>1.8 Number of Vacation Credits carried over from previous year:</p> <p>1.9 Number of Vacation Credits borrowed from future year:</p>	
<p><b>2. Financial Details</b></p> <p>2.1 Annual Club Levy:</p> <p>2.2 Has the Annual Club Levy for the current year been paid?</p> <p>2.3 Arrears of Annual Club Levies (other than 2.2 above):</p> <p>2.4 Special assessments levied:</p> <p>2.5 Date special assessments payable:</p> <p>2.6 Have special assessments been paid?</p> <p>2.7 Balance owing on purchase contract:</p> <p>2.8 Any other amounts owed:</p>	
<p><b>3. Office of the Responsible Entity</b></p> <p>Address: Wyndham Corporate Centre Level 7, 1 Corporate Court Bundall QLD 4217 Australia</p> <p>Postal Address: PO Box 7493 Gold Coast MC QLD 9726 Australia</p>	
	<p><b>Responsible Entity</b></p> <p>Wyndham Vacation Resorts South Pacific Limited ACN 090 503 923   AFS Licence No 225200</p>