



WYNDHAM
VACATION RESORTS
A S I A P A C I F I C

Developer Benefits Programs Terms of Use

Wyndham Vacation Resorts Asia Pacific Pty Ltd

Wyndham Vacation Resorts Asia Pacific Pty Ltd ACN 090 083 613 (the **Developer**), is the developer of the WorldMark South Pacific Club ARSN 092 334 015 (the **Club**) and corporate authorised representative of Wyndham Vacation Resorts South Pacific Limited ACN 090 503 923 AFSL 225200. The Developer has provided a number of benefits which may be complimentary to the benefits of Club Ownership but are separate and distinct (**Developer Benefits**). Developer Benefits are provided at the complete discretion of the Developer, which may revoke, modify or add Developer Benefits at any time in its absolute discretion without prior notice and has established these terms of use. Developer Benefits provided by third parties are subject to the separate terms of use of their providers and may be subject to change from time to time.

1. DEFINITIONS & INTERPRETATION

“Assigned Vacation Credits” means Vacation Credits which have been transferred from one Ownership to another Ownership.

“Associate Resort” means any resort that the Developer has arranged to be made available to Club Owners (and may or may not be available only to members of the Privileges by Wyndham program).

“Club” means the managed investment scheme known as WorldMark South Pacific Club ARSN 092 334 015 constituted by deed dated 1 March 2000.

“Developer” means Wyndham Vacation Resorts Asia Pacific Pty Ltd ACN 090 083 613.

“Developer Benefits” means benefits offered by or through the Developer separate and distinct from Club Ownership.

“Eligible Credits” means Premier Vacation Credits that are eligible to be used in the Privileges by Wyndham program, and are displayed as ‘WMA’ and ‘WMTS’ in Ownership online accounts.

“Eligible Owners” means Premier Owners who own Eligible Credits.

“Fun Time” means the Developer benefit allowing Premier Owners to purchase one time use Vacation Credits to make reservations in Club Resorts and selected Associate Resorts.

“Incentive Credits” means one time use Vacation Credits allocated by the Developer to Eligible Owners as “Bonus Credits,” and are only eligible to be used towards bookings for Club Resorts, Grab It bookings, RCI Exchange, ICE Exchange, Privileges Holiday Extras bookings and Apollo Motorhome bookings and are displayed as ‘WM’ in Ownership online accounts.

“One Time Credits” means the Developer benefit allowing Premier Owners to purchase one time use credits to make or complete a reservation if an Owner has insufficient Vacation Credits.

“Owner”, “WorldMark Owner”, or “Club Owner” means only the person or persons who is issued Vacation Credits and listed on the register of Owners as having an Ownership in the Club as an individual or jointly with any other person(s). Ownership does not extend to any family member unless specifically named an Owner. Being a family member of an Owner, or living in the same residence as an Owner, does not bestow any Ownership rights to that person and “Ownership” has a correspondence meaning.

“Premier Owners” means an Owner of Premier Vacation Credits.

“Premier Vacation Credits” means 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.

“Privileges by Wyndham” means the Developer Benefits membership program of the same name with various membership tiers and with the benefits obtained varying depending on a member’s tier level.

“Responsible Entity” means the responsible entity of the Club, Wyndham Vacation Resorts South Pacific Limited ACN 090 503 923, AFSL No. 225200.

“Standard Owner” means an Owner of Standard Vacation Credits.

“Standard Vacation Credits” means 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.

“Trade Credits” means the Developer Benefit where one time use Vacation Credits are allocated in exchange for qualified timeshare weeks within the Exchange Plus Program (see section 6); and are only eligible to be used towards Club Apartments, Grab It bookings, RCI Exchange, ICE Exchanges and Privileges Holiday Extras bookings and are displayed as ‘WM’ Credits (applicable to Privileges by Wyndham eligible tier only).

“Vacation Credits” means the beneficial interest in the Club which represents an Owner’s usage rights.

“WorldMark, The Club ‘TEN’ Agreement” means the agreement between Wyndham Vacation Resorts Asia Pacific Pty Ltd, Wyndham Vacation Resorts South Pacific Limited and Wyndham Resort Development Corporation

2. FUN TIME

- a) Only Owners of Premier Vacation Credits have the right to reserve time for occupancy in Club Resorts and selected Associate Resorts by prepayment of the Fun Time fee and a Housekeeping fee or Housekeeping token. Fun Time bookings are subject to availability at the discretion of the Developer.
- b) The fee (inclusive of GST/VAT) is determined by the Developer from time to time and is subject to change. The current fees are:
 - (i) AUD 6.5c per Vacation Credit when used for Australian, New Zealand and Thailand resorts; and
 - (ii) AUD 7.5c per Vacation Credit when used for Fijian and United States of America resorts.
- c) Reservations at Fijian resorts will also incur a Service Turnover Tax and Environmental Levy which is to be paid upon checking out from the resort.
- d) Reservations at United States of America resorts will also incur a Transient Occupancy Tax which is to be paid upon making a reservation.
- e) Credit card payments for Fun Time reservations will incur an additional Credit Card Service Fee of 1.5%.
- f) Standard Club Guidelines and Regulations apply to all reservations.
- g) No minimum night reservations apply, except for weekend use (Friday and Saturday nights) where a 2-night minimum reservation applies.

- h) Reservations can be made for more than one Club or Associate resort, provided that the Fun Time portions of these reservations do not exceed the maximum number of consecutive nights set out at 2. j).
- i) Reservations may be combined with a Premier Vacation Credit reservation provided that the Fun Time portions of these reservations are not for more than the maximum number of consecutive nights set out at 2. j).
- j) The maximum number of nights booked using Fun Time is dependent on the Privileges by Wyndham membership tier level as follows:

Membership Level	Max. consecutive nights
Premier Owners	3
Privileges	4
Privileges Elite	5
Privileges Diamond	6
Privileges Platinum	7

- k) The booking window for Fun Time is dependent on the Privileges by Wyndham membership tier level as follows:

Membership Level	Booking Window
Premier Owners	0 - 14 days
Privileges	0 - 21 days
Privileges Elite	0 – 28 days
Privileges Diamond	0 – 35 days
Privileges Platinum	0 – 42 days

- l) Fun Time bookings cannot be rented out or sold for monetary return but may be gifted to another person subject to these terms of use.
- m) The maximum number of weekend only bookings held at one time is dependent on the Privileges by Wyndham membership tier level as follows:

Membership Level	Booking Window (max weeks only)
Premier Owners	1 per 6,000 Credits per calendar quarter
Privileges	1 per 6,000 Credits per calendar quarter
Privileges Elite	1 per 6,000 Credits per calendar quarter
Privileges Diamond	Unlimited
Privileges Platinum	Unlimited

- n) Cancellation of a Fun Time booking may be made without penalty by giving email, written or telephone notice but must be received within the following time periods by contacting the Owner Services team during business hours:

For reservations made	No later than
15 days to 42 days in advance	10 days before check-in
48 hours to 14 days in advance	48 hours before check-in
0 hours to 48 hours	No refund

- o) After check-in, there is no refund of Fun Time fees in the event of an early check-out.
- p) There will be a 48 hour waiting period between a cancellation of a Vacation Credit booking and a new reservation using Fun Time if the new reservation is for the same location, booking period and room type.
- q) Cancellations made within the specified time periods will result in a refund of the Fun Time fee. If cancellation is made outside the specified time periods the fee will not be refunded.

3. ONE-TIME CREDITS

- a) Only Owners of Premier Vacation Credits have the right to make bookings in Club apartments by prepayment of the One-Time fee. These bookings are subject to availability at the discretion of the Developer.
- b) The One-Time Credit fee (inclusive of GST/VAT) is dependent on an Owner's Privileges by Wyndham membership tier level and is subject to change. The current fees are:

Membership Level	AUD Price per Credit
Premier Owners	\$0.19
Privileges	\$0.18
Privileges Elite	\$0.17
Privileges Diamond	\$0.16
Privileges Platinum	\$0.15

- c) Bookings in Fijian resorts will also incur a Service Turnover Tax and Environmental Levy which is to be paid upon checking out from the resort.
- d) Bookings in Hawaiian resorts will also incur a Transient Occupancy Tax which is to be paid directly to the Resort at the time of stay.
- e) Credit card payments for reservations will incur an additional Credit Card Service Fee of 1.5%.
- f) Standard Club Guidelines and Regulations apply to all reservations.
- g) No minimum nightly charges apply to reservations and reservations may include weekend-only reservations.
- h) The booking window available is 13 months prior to arrival.
- i) Cancellation of a reservation may be made without penalty by giving email, written or telephone notice which must be received within the following time periods by contacting the Owner Services team and during business hours:

For reservations made	No later than
61 days to 13 months in advance	30 days before check-in
15 days to 60 days in advance	10 days before check-in
48 hours to 14 days in advance	48 hours before check-in
0 hours to 48 hours	No cancellations

- j) After check-in, there is no refund of One-Time Credit fees paid in the event of an early check-out.
- k) There will be a 48 hour waiting period between a cancellation of a One-Time Credit booking and a new reservation if the new reservation is using Vacation Credits, Fun Time or Bonus Time (a Club benefit) and is for the same location, booking period and room type.
- l) Cancellations made within the specified time periods will result in a refund of the full fee paid. If cancellation is made outside the specified time periods the full fee will not be refunded.

4. ASSOCIATE RESORTS

- a) Only Owners of Premier Vacation Credits have the right to make bookings in Associate Resorts using their Premier Vacation Credits. Premier Vacation Credits must have a minimum of 3 months validity.
- b) Associate Resort locations and apartment types may be added, removed or modified at any time, without notice.
- c) Associate Resorts are not owned by the Developer but have been selected by the Developer to provide the option of more destinations to Eligible Owners and are subject to:

- (i) availability of each resort;
 - (ii) varying standards of resort facilities, rooms and standards
 - (iii) individual minimum number of nights required to be booked
 - (iv) the operator of each Associate Resort notifying the Developer about any issues or major maintenance works occurring
- d) Vacation Credit charges for Associate Resort locations outside Australia and New Zealand vary as pricing may fluctuate depending on the value of the US dollar.
- e) Owners must comply with the applicable rules and guidelines of each resort.
- f) Owners of Premier Vacation Credits who are also Privileges by Wyndham members may have access to an extended number of Associate Resorts.
- g) Standard Club Guidelines and Regulations apply for all bookings with the following variations:
- (i) The booking window and minimum night stay requirements for Associate Resorts is dependent on whether they are Privileges by Wyndham members and the membership tier:

Membership Level	Booking Window	Min. Night Stay
Premier Owners	0 – 3 months	7 nights – if booking Red Season 9 months or more in advance
Privileges	0 – 13 months	7 nights – if booking Red Season 9 months or more in advance
Privileges Elite	0 – 14 months	Refer to individual Associate Resort booking guidelines
Privileges Diamond	0 – 14 months	Refer to individual Associate Resort booking guidelines
Privileges Platinum	0 – 14 months	Refer to individual Associate Resort booking guidelines

- h) Owners are responsible for any taxes payable directly to Resort in connection with a reservation.
- i) Cancellation of a reservation may be made without penalty by giving email, written or telephone notice which must be received within the following time periods by contacting the Owner Services team and during business hours:

For reservations made	No later than
61 days to 14 months in advance	30 days before check-in
15 days to 60 days in advance	10 days before check-in
48 hours to 14 days in advance	48 hours before check-in
0 hours to 48 hours	No cancellations

- j) After check-in, there will be no refund of Vacation Credits in the event of an early check-out.

5. WORLDMARK, THE CLUB

- a) Club Owners are eligible to access World Mark, The Club at participating resorts in North America, Canada and Mexico if they are :
- (i) Premier Vacation Credit Owners who were Premier Owners as at 30 April 2010 in relation to those Premier Vacation Credits owned by them at that date, and any Premier Owner Vacation Credits purchased after 1 May 2010 that participate in the Privileges by Wyndham program; or
 - (ii) Privileges by Wyndham members who joined the Club after 30 April 2010 and their Premier Vacation Credits participate in the Privileges by Wyndham program.

- b) The exchange program is separate from Club Ownership and is made available through The Exchange Network ('TEN') agreement between the Developer and Wyndham Resort Development Corporation that will expire on 3 November 2021 unless terminated or modified prior to that date. In the event TEN is terminated or modified, this benefit may vary or cease.
- c) Eligible Owners may make an exchange reservation using eligible Premier Vacation Credits 11 months prior to the first day of stay, subject to availability. The Developer does not guarantee that Owners will be able to obtain accommodation at their preferred location and time.
- d) Fun Time, Bonus Time, Bonus WorldMark Credits and One-Time Credits cannot be used for this benefit.
- e) Owners must comply with the applicable rules and guidelines of each WorldMark, The Club resort.
- f) Owners are responsible for usage fees or taxes; and any occupancy taxes, fees or charges applicable to international resorts that may be imposed by the local councils which range from approximately US\$1 to US\$15 per room per night. Payment of these fees is required at the time of making the reservation.
- g) Standard Club Guidelines and Regulations apply for all reservations.

6. EXCHANGE PLUS PROGRAM

- a) The Exchange Plus Program allows Club Owners who also own other qualified timeshare week(s) in Australia, Fiji or New Zealand the option to exchange these week(s) to book Club Apartments.
- b) Access to the benefit or conditions of exchange may be removed, added or modified at any time, without notice.
- c) Exchange Plus Credits can only be used for Club Apartment, RCI Exchange, Interval International bookings and ICE Cruise exchanges.
- d) Floating weeks cannot be accepted until a qualified unit, with a start and end date, has been assigned. Requests must be made by completing the Exchange Plus Application form and returning to the Exchange Department by mail to PO Box 7493, Gold Coast MC Qld, 9726 or by email at Worldmark.Exchange@wyn.com.
- e) Acceptance of any timeshare weeks in the South Pacific (i.e. Australia, Fiji or New Zealand) is at the sole discretion of the Developer. Weeks at any other international locations cannot be accepted. Any Exchange Plus Understanding and Acknowledgement forms received for international resorts (or unspecified resorts) will not be processed. Applicants will be contacted via phone, email or mail and advised accordingly.
- f) Third party exchange weeks or weeks previously deposited with an exchange company will not be accepted.
- g) The Developer retains the right to bank exchange week(s) accepted into the Exchange Plus Program with an exchange company.
- h) All applications are subject to approval by the Owner's timeshare club. Exchange Plus Credits will be awarded to the Owner's account after the week and bedroom size have been verified by the home resort, and they accept the exchange.
- i) An exchange fee of AUD\$85.00 is applicable for each week exchanged and is payable at the time an application is made to the Developer.
- j) Owners must be in good standing with all Club annual levies paid up to date at the time of making an Exchange Plus Credit booking and at the time of check-in.

- k) The arrival date must be at least 90 days and not more than 1 year from the application date.
- l) Exchange Plus Credits will expire if unused 1 year from the arrival date of the exchange week submitted.
- m) Exchange Plus Credits are issued in accordance to the table below:

Room Type	Season		
	Red	White	Blue
Studio	7,000	5,000	3,000
One Bedroom	9,000	6,000	4,000
Two Bedroom	10,000	7,000	5,000
Three Bedroom	12,000	9,000	7,000
Four Bedroom	15,000	12,000	10,000

7. RESORTS CONDOMINIUMS INTERNATIONAL (RCI)

- a) Club Owners who are also RCI members are able to exchange Eligible Vacation Credits with RCI for accommodation outside of the Club.
- b) Membership with RCI is optional and subject to RCI terms and conditions. Any exchange fees are the responsibility of the Owner and are to be made directly to RCI.
- c) Club Owners who are also Privileges by Wyndham members receive a complimentary membership with RCI. Conditions of this benefit can be found within the Privileges by Wyndham Program Rules.
- d) Exchanging through RCI requires specific exchange fees and may require additional housekeeping fees and taxes. Fees are subject to change at any time without notice. At the date of this document, the fees are as follows:

Fee Type	Australian members (AUD\$)	New Zealand members (NZD\$)
Membership Fees	1 Year = \$99 3 Years = \$198 5 Years = \$297	1 Year = \$95 3 Years = \$190 5 Years = \$285
Resort Exchange Fees*	Pacific: \$119 International: \$229	Pacific: \$119 International: \$229
Cruise Exchange Fees*	\$229	\$229
Guest Certificate	\$30	\$30
Cancellation Fees	Over 22 days: \$75 Less than 21 days: Forfeit booking fee	Over 22 days: \$75 Less than 21 days: Forfeit booking fee
Cancellation Credits	Cancel 22 days or more: All credits returned Cancel 21 days or less: All Credits forfeited	Cancel 22 days or more: All credits returned Cancel 21 days or less: All Credits forfeited

*Taxes and housekeeping fees may apply. Resort fees are non-refundable and subject to change without notice.

- e) Owners with a current RCI membership are able to make a direct booking by contacting RCI before depositing Vacation Credits into their RCI account. This is called "Confirm First" bookings.
- f) Owners are able to deposit a certain number of Vacation Credits (set by RCI) to their RCI membership account before booking accommodation with RCI which allows Owners to make full week increments (7 day) bookings at a later time. This is called "RCI Weeks" inventory and extends Vacation Credit validity by a further 2 years.
- g) Privileges by Wyndham members are also able to deposit any traditional timeshare week/s they may own to their RCI membership account before booking accommodation with RCI which allows Owners nightly stay bookings. This is called "Points Inventory" and gives Privileges by Wyndham members RCI points which have 3 years validity from the date of deposit. The number of RCI points given is determined by RCI based on the traditional timeshare location, room type and week seasonality.

- h) Confirm First bookings will have credits deducted from the Owners Club Ownership account within 3-5 business days
- i) RCI Inventory will be exchanged for the below number of credits, per week:

Room Type	Season		
	Red	White	Blue
Studio	8,000	6,000	4,000
One Bedroom	9,000	7,000	5,000
Two Bedroom	10,000	8,000	6,000
Three Bedroom	12,000	9,000	7,000

- j) Owners are able to borrow Vacation Credits from their following anniversary year to confirm a booking and any shortfall of Vacation Credits will be charged at AUD\$0.15 per Vacation Credit, to be paid to the Club.
- k) A housekeeping charge is required to be paid to WorldMark South Pacific Club to exchange Vacation Credits with RCI. The housekeeping charge is based on the room type and charges at the same rate as WorldMark South Pacific Club bookings.
- l) Owners booking within 30 days of travel may be eligible to book an “Instant Exchange” at the cost of 3,000 Vacation Credits for the week, if available.
- m) RCI Confirm First booking cancellation policy is as follows:
- (i) RCI Weeks inventory
 - i. Reservations cancelled 22+ days in advance
 - Refund of all Vacation Credits and housekeeping token or fee
 - \$75 forfeited from exchange fee
 - ii. Reservations cancelled 21 or less days in advance
 - All Vacation Credits forfeited
 - (ii) RCI Points inventory
 - i. Bookings cancelled 120+ days in advance
 - Refund of all Vacation Credits and housekeeping token or fee
 - iii. Reservations cancelled 119 or less days in advance
 - Housekeeping token or fee forfeited
 - RCI will provide a refund of RCI points calculated on a sliding scale:
 - Cancelled 119 days to 61 days = 75% refund
 - Cancelled 60 days to 30 days = 50% refund
 - Cancelled 29 days or less = 25% refund
- n) Owners with a current RCI membership are able to bank Vacation Credits with RCI. This is held in the Owner’s RCI membership “Spacebank” account by contacting the Owner Services Department on the following basis:
- (i) A minimum deposit of 3,000 Vacation Credits is required.
 - (ii) Vacation Credits deposited with RCI will be processed within 72 hours.
 - (iii) Vacation Credits deposited with RCI are able to be used for RCI Exchange’s for check in within 2 years of the deposit.
 - (iv) Vacation Credits that have been exchanged with RCI cannot be returned to an Owners Club Ownership account.
 - (v) If a booking is made which does not utilise the full amount of Vacation Credits deposited, the balance will be made available for future reservations within the 2 year validity period.
 - (vi) Premier Owners have access to “RCI Weeks” inventory (see 7(f) above).

- (vii) A housekeeping token or fee is not required to be deposited with Vacation Credits at the time of banking Vacation Credits with RCI however, it is required at the time of making a booking with RCI.
- o) RCI operates their exchange inventory using Trading Power Unit (TPU).

8. INTERNATIONAL CRUISE & EXCURSIONS (ICE)

- a) Club Owners who are also ICE members are able to exchange Eligible Vacation Credits for various cruise options and/or fly/cruise packages as offered by ICE. Any membership fees are the responsibility of the Owner and are to be made directly to ICE
- b) Club Owners who are also Privileges by Wyndham members receive a complimentary membership with ICE. Conditions of this benefit can be found within the Privileges by Wyndham Program Rules.
- c) Vacation Credits must have a minimum of 6 months' (180 days) validity to be accepted for exchange and must be immediately available. Borrowed Vacation Credits from the next year's Anniversary cannot be exchanged.
- d) Owners are to contact ICE directly to exchange Vacation Credits with ICE.
- e) A housekeeping token or housekeeping fee applies to each exchange.
- f) ICE membership fees are subject to change but are currently AUD \$199 for a 3 year membership.
- g) Owners must be in good standing with all Club annual levies paid up to date at the time of making an ICE exchange.
- h) Owners are responsible for all taxes, port charges, surcharges, etc. as determined by the nature of the specific booking made with ICE.
- i) Exchanging through ICE is subject to ICE Terms and Conditions and all fees are subject to change without notice.

9. INTERVAL INTERNATIONAL (II)

- a) Club Owners who are also II members are able to exchange Eligible Vacation Credits with II for accommodation.
- b) Membership with II is optional and is subject to II terms and conditions. Any membership fees are the responsibility of the Owner and are made directly to II. See below table for current fees.
- c) Club Owners can contact the Owner Services Department to deposit Vacation Credits in full week increments to their II membership account before booking accommodation with II. This is called "Deposit First" and extends Vacation Credit validity by a further 2 years.
- d) Exchanging through II requires specific exchange fees and may require additional housekeeping fees and taxes. Fees are subject to change at any time without notice. At the date of this document, the fees are as noted below:

Fee Type	Australian members (AUD\$)	New Zealand members (NZD\$)
Membership Fees	1 Year = \$95 3 Year = \$219 5 Year = \$329	1 Year = \$95 3 Year = \$219 5 Year = \$329
Exchange Fees Online	Domestic \$124	Domestic \$134
	International: \$194	International \$199
Exchange Fees Offline	Domestic \$134	Domestic \$144
	International: \$204	International \$209
Guest Certificate	\$59	\$59

- e) Cancellation of any II reservation will be subject to II terms of cancellation. Owners will need to contact II directly for the current terms.

10. TRAVEL BY WYNDHAM – TRAVEL CLUB

- a) Travel Club is managed and operated by Travel by Wyndham Pty Ltd which is a subsidiary of the Developer. Access to the Travel Club is offered by to all Club Owners and is a licensed Travel Agency who are fully accredited (International Air Transportation Association) with IATA No. 02356141 and a member of AFTA (Australian Federation of Travel Agents) with ATAS Accreditation No. A11950.
- b) Owners are able to make bookings with Travel Club for all travel needs including flights, car hire, travel insurance, cruises and activities.
- c) Premier Owners are able to make “WorldMark To/From Bookings” by exchanging Vacation Credits in payment for flights, car hire and/or travel insurance when confirming a reservation at a Club resort or apartment for a minimum of 3 nights on the following terms:
 - (i) Bookings may be made for Owner/s only and are not available for travel of guests or family traveling with the Owner/s.
 - (ii) Travel can only be within the Club resort locations situated in Australia, New Zealand and Fiji. Travel to Club Resorts in any other location, Associate Resorts, WorldMark, The Club, Wyndham Rewards or any other exchange company locations are excluded from this benefit.
 - (iii) Trade Credits and Incentive Credits cannot be used for this benefit.
- d) All other bookings made through Travel Club is on a cash payment basis excluding any relevant Privileges by Wyndham benefits (e.g. Personal Choice or travel vouchers).
- e) Cancellation of bookings made through Travel Club may result in penalties or other factors which are subject to third party cancellation policies. Owners are recommended to review these at the time of making any booking.