

## RCI Gift of Vacation Terms and Conditions – Club Wyndham, WorldMark by Wyndham & Shell Vacations Club

Updated 1/11/23

These RCI Gift of Vacation Terms and Conditions (“Gift of Vacation Terms”) set out the terms and conditions that apply to your gift and use of any Gift of Vacation. Your gift, provision, use or acceptance of a Gift of Vacation indicates your acceptance of the Gift of Vacation Terms, as well as the Resort Rental, LLC Website Terms of Use (“RR Terms of Use”), incorporated herein by reference. Please read them carefully. If you don’t agree to these Gift of Vacation Terms and RR Terms of Use, you may not gift or use any Gift of Vacation.

These Gift of Vacation Terms are in addition to the Terms of Use, but only to the extent necessary to govern your gift, or use, of the Gift of Vacation. Capitalized terms not defined in these Gift of Vacation Terms will have the same meaning as the Terms of Use. If these Gift of Vacation Terms expressly conflict with the RR Terms of Use, these Gift of Vacation Terms will govern and control.

### 1. Gifting the Vacation

- a. Club Wyndham Members, WorldMark by Wyndham Members and Shell Vacations Club Members (each a “Member”) may gift a vacation to family or friends (“Recipient”) by using their Club Wyndham or Shell Vacations Club Points or WorldMark Credits that have been deposited into their RCI subscribing member account. The Member may select from vacation packages in increments of 75,000, 150,000 or 225,000 Club Wyndham Points; 8,000, 10,000, or 12,000 WorldMark Credits; 3,360, 5,600; or 2,000, 3,500 or 5,000 Shell Vacations Club Points per transaction (the “gift of Vacation”). The Points/Credits will be used to provide the Recipient with access to available RCI Weeks inventory. The vacation options made available to the Recipient will vary depending on the amount of Points/Credits used, as more options will be made available with the greater number of Points/Credits selected.
- b. In order to complete the gift transaction, Members must fill out and submit a Request Form. Once submitted, RCI will deduct the applicable Points/Credits from the Member’s RCI account. There is no fee to gift; however, the Recipient will be required to pay a reservation fee as discussed in section 2d below, or the Member may gift additional Points/Credits to cover the cost of the reservation fee. All Gift of Vacation transactions are final. The Points/Credits you use for the Gift of Vacation or to pay the Gift of Vacation reservation fee cannot be returned to your RCI account.
- c. You must provide the name of the Recipient on the Request Form. The name of the Recipient must be the same name of the person who will use the Gift of Vacation, and cannot be changed.
- d. After submission of the Request Form and the Points/Credits are deducted from the RCI account, the Member will receive a confirmation email from RCI. The Member must forward the confirmation email to the Recipient, which will include an activation code and website link that the Recipient must use to enroll in the Gift of Vacation Program and redeem his or her Gift of Vacation. Recipient will have 30 days to activate the account before the activation code expires.

## 2. Redemption of the Gift of Vacation

- a. Recipient must enroll in the Gift of Vacation Program and setup an online account in order to redeem the Gift of Vacation. To enroll, the Recipient must use the activation code and website link provided in the Member's confirmation email. Recipients will have 30 days to activate their account before the activation code expires.
- b. Gift of Vacations can only be used by Recipients. Upon enrollment, Recipients can book seven (7) night reservation at any available RCI Weeks resort. Inventory access will vary depending upon the Gift of Vacation package and the number of Points or Credits selected by the member.
- c. Recipients will have one (1) year from the date of activation of their Gift of Vacation account to book a reservation. Reservations can be made up to 365 days in advance of travel, but less than (2) days prior to check-in date. If a reservation has a travel start date beyond the date on which the Gift of Vacation account expires, Recipients will be able to access the account in order to view or cancel a pending reservation.
- d. Recipients must pay a reservation fee of \$319 to use the Gift of Vacation and book a reservation or the member may use Points/Credits to pay for the Gift of Vacation reservation fee. Any Points/Credits used in lieu of the exchange fee cannot be returned to the members account in the event of cancellation. RCI may change the required reservation fee, in its sole discretion and without prior notice. Gift of Vacations are only valid for a one-time, single transaction subject to the cancellation policy.

## 3. Rentals

- a. In addition to booking a reservation using the Gift of Vacation, Recipients will be eligible to access and book additional rental inventory through the expiration of their Gift of Vacation account.
- b. RCI may change the discount rate(s), in its sole discretion and without prior notice.
- c. If a rental reservation has a travel start date beyond the date on which the Gift of Vacation account expires, Recipients will be able to access the account in order to view or cancel pending rental reservations.

## 4. Limitations

- a. Only the Recipient may use the Gift of Vacation to book and travel on a reservation. The Recipient's name cannot be changed. Gift of Vacations are non-transferrable through the use of Guest Certificates or any other means.
- b. Recipients must be at least 21 years old, unless otherwise permitted by law, and subject to Resort policies which may impose a minimum age greater than 21 years old. Recipients must be U.S. or Canadian residents.
- c. Gift of Vacations are only eligible for a one-time reservation transaction, subject to the cancellation policy. No credits will be provided to the Recipient after use or expiration of Gift of Vacation.

- d. The Gift of Vacation and online account, including access to discounted rental reservations through the Gift of Vacation account, will expire one (1) year from the date of activation of the Gift of Vacation account.
- e. Gift of Vacations cannot be used for commercial purposes, including, without limitation, auction, barter, rental, raffle or sale.
- f. RCI reserves the right to limit the number of transactions by a Recipient, in its sole discretion.
- g. In addition to the reservation fee(s) charged to the Recipient to book a reservation, additional fees may be required by resorts or other inventory providers, including, but not limited to, taxes, port charges, gratuities, utilities, security deposits, all-inclusive fees, resort fees and any other fees charged. Recipient is responsible for all such fees.

## 5. Cancellations

- a. Gift of Vacation reservations:
  - i. If the Recipient cancels a Gift of Vacation reservation within 48 hours of booking a reservation, 100% of the reservation fee shall be refunded.
  - ii. If the Recipient cancels a Gift of Vacation reservation after 48 hours of booking a reservation, the reservation fee is non-refundable.
  - iii. In the event of a cancellation, Recipients can use the Gift of Vacation to book a new reservation until expiration of the Gift of Vacation, provided the Recipient pays an additional \$319 reservation fee.
  - iv. If Points/Credits are used in place of the \$319 reservation fee, and the Recipient cancels greater than 48 hours prior to check-in, the Recipient can rebook through the expiration date of the Gift of Vacation.
  - v. If Points/Credits are used in place of the \$319 reservation fee, and the Recipient cancels less than 48 hours prior to check-in, the Recipient cannot rebook the Gift of Vacation.
  - vi. For Gift of Vacation cancellations, please call 844.477.2431 or cancel online at <https://redeem.rcigiftofvacation.com>.

## 6. Rental Reservations:

- a. If the Recipient cancels a rental reservation within 24 hours of booking a reservation and three (3) or more days prior to the check-in date, 100% of the total reservation fee shall be refunded.
- b. If the Recipient cancels a rental reservation after 24 hours of booking a reservation and greater than 61 days prior to the check-in date, 30% of the total reservation fee is nonrefundable.
- c. If the Recipient cancels a rental reservation after 24 hours of booking a reservation and between 15 and 60 days prior to the check-in date, 50% of the total reservation fee is non-refundable.

- d. If the Recipient cancels a rental reservation after 24 hours of booking a reservation and 14 days or less prior to the check-in date, 100% of the total reservation fee is nonrefundable.
- e. If the Recipient cancels a rental reservation two (2) days or less prior to the check-in date, 100% of the total reservation fee is non-refundable, regardless of whether the cancellation occurs within 24 hours of booking.
- f. For rental cancellations, please call 844.477.2431 or cancel online at <https://redeem.rcigiftofvacation.com>.

#### 7. Miscellaneous

- a. The Gift of Vacation Program is managed by RCI, LLC. RCI reserves the right, in its sole discretion, to modify, change or discontinue the Gift of Vacation Program and the Gift of Vacation terms, at any time without advance notice.