

# GUIDELINES & REGULATIONS

Effective 1 February 2023

\*These Guidelines are the official Club operating rules and are in existence to facilitate a smooth and professional Club operation for the benefit of Members of Club Wyndham Asia. Additionally, there are a number of rules and guidelines governing the use of the different benefits available to Members and these are contained in the Club's Benefit Rules.

## 1. DEFINITIONS

The terms defined in clause 1 of the Club Constitution have the same meaning in these Guidelines. Terms below have the corresponding meaning listed. If there is any conflict between the definitions below and those listed in the Constitution, the definition in the Constitution prevails.

### **"Anniversary Date"**

means the first day of the same month one year following the month in which Member Points are issued to a Member and for each financial year thereafter. Where a Member acquires more Member Points, the Anniversary Date will be the same as the existing Member Points.

### **"Anniversary Year"**

means the one-year period commencing each year on the Anniversary Date and ending at the end of the day on the day prior to the next Anniversary Date, but in the first year means the period from the date of first sale of Member Points to the end of the day prior to the next Anniversary Date.

### **"Annual Levies"**

means the annual fees payable by each Member as determined in accordance with the Constitution. The Annual Levy is prorated during the first year of Membership and is due on January 1 of each year thereafter.

### **"Apartment(s)"**

means an apartment at a Resort to which Member Points have been allocated by ClubCo, which may consist of a unit or condominium apartment, an interest in a time sharing club, a separately owned dwelling on a lot whether in a development or otherwise, a hotel suite, a house boat, a motor home or a cabin and/or similar facility suitable for human living quarters.

### **"Benefit Rules"**

means the document which sets out the rules for all Club and Developer benefits, contained in the current product disclosure statement issued for the Club.

### **"Best Fit System"**

is the reservation method of assigning Apartments giving preference to reservations made furthest out and on special needs.

### **"ClubCo"**

means Club Wyndham Asia (HK) Limited, a company incorporated in Hong Kong which has formed Club Wyndham Asia.

### **"Club Manager"**

means Wyndham Destinations International Limited and which is responsible for managing the Club and its Resorts.

### **"Constitution"**

means the Club Wyndham Asia Constitution dated 1st February 2023.

### **"Daily Point Values"**

means the number of points necessary to stay in an Apartment on a daily, weekly and seasonal basis. Seasonal values are further defined as "Red Season" for the high demand period, "White Season" for the mid demand period and "Blue Season" for the low demand period.

### **"Developer"**

means Wyndham Destinations International Limited.

### **"Executive Locations"**

means those locations, as determined by the Club Manager, where certain benefits may not be available or additional service costs or charges may be payable.

### **"Flexi Levy"**

means the Club's Flexi Levy benefit as set out in the Constitution and subject to the rules set out in the Benefit Rules.

### **"FlexiStay Points"**

means additional single use Points that Qualified Premier Members can purchase from the Developer to make or complete a holiday booking.

### **"Governing Documents"**

means the Constitution, these Guidelines, the current product disclosure statement, the Application Form and the Benefit Rules all as amended from time to time, and any other document from time to time which regulates Membership in the Club.

### **"Guest"**

includes an invitee of a Member staying with or visiting a Member, or staying at a Club Resort with the permission of a Member and includes an invitee of the Developer or ClubCo.

**“Guidelines”**

means these Guidelines and Regulations as amended from time to time.

**“Member” or “Club Member”**

means the person who has been issued with Member Points.

**“Member Services” and “Member Services Consultant”**

means representatives employed by the Club Manager to process Member reservations or assist with any enquiries.

**“Nominated Person”**

means the person who is authorised to make and cancel holiday reservations, where the Member is a body corporate or where the Membership comprises more than two natural people. Where relevant, reference to ‘Member’ in these Guidelines is a reference to the Nominated Person of that Member(s).

**“Points “ or Member Points”**

means the currency for determining a Members use rights. “Available Points” are the total number of unused Points available for use in a Member’s account, whether saved or borrowed and will exclude any Points issued during any calendar year in which a Member exercises the Flexi Levy benefit.

**“Premier Member”**

means a Member who holds Premier Points.

**“Premier Member Points”**

means Premier Points issued to a Member subject to the terms of the Club Constitution.

**“Qualified Points”**

are Premier Member Points that have been purchased by the Member directly from the Developer or its agent.

**“Qualified Premier Members”**

are Premier Members who own Qualified Points.

**“Resort(s)”**

means any resorts which contain Apartments and includes associated common areas appurtenant to such Apartments.

**“Resort Manager”**

means the general manager or manager of a Resort.

**“Resort Regulations”**

means regulations governing the use of resorts not managed or operated by the Club Manager.

**“Standard Points”**

mean Standard Member Points issued to a Member subject to the terms of the Constitution.

**“Weekend Only Reservation”**

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

## 2. RESORT REGULATIONS

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

## 3. ADMINISTRATION

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

### 3.1 Nominated Person

If the Members’ Membership comprises of more than two natural people, or the Member is a body corporate, the Member(s) must designate a Nominated Person. The Nominated Person is the only person authorised to make and cancel holiday reservations. The Member(s) are however bound by, and are responsible for, the actions of the Nominated Person. Where relevant, reference to ‘Member’ in these Guidelines is a reference to the Nominated Person of that Member(s).

### 3.2 Maintenance Period

The Club will reserve seven nights and days, not necessarily consecutive, during each calendar year as a maintenance period for each Apartment, during which period the Club will maintain, refurbish and repair the Apartment as necessary. The Club may determine from time to time which days and nights will be the maintenance

period for each Apartment. No reservations for an Apartment are accepted during this maintenance period.

### 3.3 Amendments

ClubCo may amend these Guidelines 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.

### 3.4 Violations

(a) Failure to abide by these Guidelines or other Governing Document, or any Resort Regulations may result in either one or more of the following:

- (i) temporary or permanent suspension of the defaulting Member's rights and privileges including, but not limited to, the temporary or permanent suspension of current or future bookings at one or more Resorts or Apartments by the Member, Guest or invitee. Where a Membership is held by more than one Member, the suspension can be applied to one or more Members; and/or
- (ii) immediate cancellation of any current or existing booking at a Resort or Apartment.

(b) Any Member whose rights and privileges are suspended either temporarily or permanently is prohibited from visiting or staying at any Resort or Apartment during the period of their suspension.

### 3.5 Discipline

(a) The Constitution includes the power for the Club to terminate occupancy at the Resorts or a specific Resort for violation of the Guidelines, the Constitution, other Club Governing Documents, the Resort Regulations or any directions given by the Club Manager.

(b) Any complaint or grievance by a Member concerning the onsite management, any employee of the Club or any matter relating to the Club and Resorts is to be made in writing to the Club.

### 3.6 Enforcement

(a) The Club Manager has full authority to implement these Guidelines and any Resort Regulations and can cancel a booking and request a Member and/or Guests to immediately leave a Resort or Apartment if he/she deems it necessary and in the interests of other Members; and

(b) Member Services Consultants have full authority to apply these Guidelines when processing reservations for Resorts or Apartments.

### 3.7 Administrative Fees

The Constitution includes the power for the Club to charge administrative fees when any levies (annual or special levies) are not paid by the date due and to set fees for the transfer of Points. 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 US\$15 if full payment is not received within 10 days after due date.
- (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 or dishonour charge of US\$25 (including direct debits)
- (d) An administrative fee of US\$200 is payable for each transfer of Points. A US\$25 fee is also payable for each one-time transfer of Points.
- (e) An administrative fee of US\$100 is payable for adding or removing a Member to the Membership and US\$300 is payable when Memberships are split or combined.

### 3.8 Publication Fees

If Members 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 for the issue and distribution of such printed publications and/or material.

## 4. RESERVATIONS

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

### 4.1 Point Reservations

(a) Members may reserve Apartments to the extent allowed by the use of a Member's Available Points, subject to the Governing Documents and the availability of Apartments. Reservations may only be made by a Member and only by using their own Available Points.

(b) The Club honours reservations on a first to book, first served basis. All reservations are confirmed by the Club Manager and assigned a reservation number. The Club only honours reservations that are confirmed to a Member.

(c) The Club is not responsible for conflicting reservations and cancellations of joint Members. If such conflict occurs, the Club reserves the right to suspend any usage of the Members' Points account until the joint Members have resolved their conflict in writing to the Club, such notice to the Club being duly signed by each of the joint Members.

(d) Apartments are assigned by the Best Fit System so that stay

opportunities for all Members are maximised. All Club Apartments are ranked in order of preference with special features, such as views, given the highest priority. The Best Fit System assigns the highest priority Apartment available for the length of stay, giving preference to reservations made furthest out and special needs. 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. If all Apartments are allocated at the time of a request for reservation, the Club will notify the Member, who is entitled to request another reservation.

(e) Members are responsible for any taxes related to their usage of Club Apartments, such as sales tax or transient occupancy tax. Taxes must be pre-paid at the time of making the reservation.

#### 4.2 Guest Use

(a) The Member making the reservation is responsible for all Guest behaviour, charges resulting from Guest usage, and Guest compliance with all applicable Guidelines and Resort Regulations.

(b) The Member does not have to be present during Guest usage of Points, however the Member is responsible for making the Guest's booking and any communication relating to such booking.

(c) A Member may charge a Guest for use of Points under the terms stated in regulation 9.5 below.

#### 4.3 Requests for Reservations

(a) A Member wishing to use their Points may request the Club to reserve an Apartment for their chosen holiday time provided they have sufficient Available Points for the reservation at the time of booking.

(b) Requests for reservations may be made to the Club online, by telephone or email as directed by the Club Manager during business hours, which are usually Monday to Friday, 8am to 4.30pm, but are subject to change. These hours are subject to change and notice will be given to Members via the Members' newsletter publication. Reservation requests by email are accepted but the Club is not responsible for lost documents or timeliness of bookings. Electronic and telephone bookings take first priority in the processing of reservations.

(c) Reservation booking windows for Apartments are dependent upon the Member's tier level and are currently as stipulated below:

- a. Gold Members: Up to 12 months
- b. Platinum Members: Up to 14 months

(d) Qualified Premier Members may be able to participate in various exchange and affiliated programs. Booking windows and terms of use for those programs are set out in the Benefit Rules.

#### 4.4 Confirmation of Reservations

All reservations must be confirmed by the Club Manager by email or SMS and a reservation number must be assigned before the reservation is deemed valid. This reservation confirmation must be presented at the time of check-in at the Resort. If a reservation

confirmation is not promptly received, the Member should call Club Wyndham Asia Member Services. The Member is responsible for verifying the accuracy of the reservation upon receipt of the confirmation and immediately notifying Club Wyndham Asia® Reservations of any errors. The Club does not guarantee any reservation other than that confirmed on the printed confirmation. 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.

#### 4.5 Delinquency

(a) No reservation requests shall be confirmed if a Member is delinquent in the payment of Club levies, any amount owing to the Club or owed on or in connection with the agreement for the purchase of Points.

(b) If following the receipt of confirmation of reservation as set out at regulation 4.4 a Member becomes delinquent in the payment of Club levies, any amount owing to the Club and/or delinquent under the agreement for purchase of Points, the confirmed reservation may be cancelled by the Club Manager in accordance with regulation 4.7 below.

#### 4.6 Last 48-hour Exemptions

Any Apartments which have not been reserved at least 48 hours before use will be open for reservations and exempt from any length of stay requirements including Weekend Only Reservation restrictions.

#### 4.7 Cancellations

(a) A Member, or the Club pursuant to regulation 4.5, may cancel a reservation by notice to the Club in such manner as notified by the Club from time to time.

(b) A Member will not be penalised for cancellation fee if they give notice to the Club within the following periods:

For bookings made	No penalty if cancellation is received no later than:
14 months to 61 days in advance	30 days before use
60 days to 15 days in advance	10 days before use
14 days to 48 hours in advance	48 hours before use
48 hours to 0 hours in advance	No refund allowed

(c) If a Member cancels a reservation outside the periods set out above then the Points exchanged for the reservation is forfeited.

(d) All Points which have been forfeited in accordance with this regulation may be reinstated by the Club if the cancellation was due to the death or a serious medical condition of a Member, their immediate family or their Guest. Any reinstatement of Points will be made at the sole discretion of the Club Manager and will only be made once the Club Manager has received documentary evidence



which substantiates, in the opinion of the Club Manager, the request for reinstatement. The reinstated Points usage rights shall not exceed three months from date of reinstatement.

(e) Despite regulation 4.7(a) and 4.7(c), the Member will not be penalised or forfeit the applicable number of Points if the Member:

- (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 Member, Guest or person. It is a further condition that the cancelled reservation cannot be rebooked using points that have expired during the period between the cancelled reservation and the attempted rebooking.

(f) Despite regulation 4.7(a) and 4.7(c), the Member is entitled to reduce the number of nights reserved, however the Member will forfeit Points where the reduction occurs outside of the timeframes set in regulation 4.7(c). The Points forfeited by the Member will equal the difference in the number of Points used to reserve the Apartment prior to the reduction and the number of Points used to reserve the Apartment immediately after the reduction.

(g) Despite regulation 4.7(a) and 4.7(b), the Member is entitled to downgrade the type of reserved Apartment, however the Member will forfeit Points where the downgrade occurs outside of the timeframes set in regulation 4.7(c). The Points forfeited by the Member will equal the difference in the Apartment types.

(h) There is a 48-hour waiting period between a cancellation and a new reservation if:

- (i) a Member cancels a four-day or longer reservation in Red Season and requests to re-book that same reservation for a stay of less than four days within 90 days or less of the expected date of occupancy; or
- (ii) a Member requests to re-book that same reservation as a FlexiStay reservation within five days before check-in. (Note: FlexiStay is not applicable to Non-Qualified Premier Points).

#### 4.8 Length of Stay

There is a minimum 2-night stay for Weekend Only Reservations Red Season unless only one of those nights is available. Other than this, there are no minimum stays per reservation.

## 5. RENTING BY THE CLUB

(a) The Club may rent Apartments to the general public within 47 hours of a reservation if a Member has not made a reservation for such Apartment by that time. All net proceeds from such rentals accrue to the Club.

(b) On an exception basis, provided Member demand takes precedence over rental demand and subject to the following

directives, the Director of Resort Operations may approve opportunity rental programs where:

- (i) significant benefits accrue to the Club and Members;
- (ii) either: A. a high degree of certainty permits reliable forecasting of the number of Apartments available for renting without impacting a Club Member'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 Members at any one time.
- (iii) commitments will not extend through more than one high season and will not exceed 12 months prior to arrival. These rules have been put in place to protect the interests of the Members, so that the Club may receive income for Apartments that would otherwise stand empty because of changes at short notice.

## 6. BORROWING POINTS

### (PREMIER MEMBERS ONLY)

A Premier Member may, in a current Anniversary Year, use Points from the following Anniversary Year provided that all annual levies for the Points for the following Anniversary Year are paid.

## 7. UNUSED POINTS

### (PREMIER MEMBERS ONLY)

(a) Points which are unused by a Premier Member at the end of an Anniversary Year will carry over for use immediately in the following Anniversary Year. A Premier Member's unused Points will expire at the end of the second Anniversary Year if the Premier Member has not made and commenced a confirmed reservation using those Points by then.

(b) Points for any reservation are deducted firstly against any Available Points carried over from the previous year and then against the current Anniversary Year's Points. By doing this, the Club assists the Premier Member in minimising the potential of having Points expire.

## 8. DAILY ROOM SERVICE CLEAN

A daily room service clean is provided by the Club for any stay at a Club Resort in Asia, excluding Club Resorts in Japan. However, availability of a daily service clean may vary and surcharges may be payable when Members stay at Club Resorts outside Asia, or any non-Club Resorts. Details of room service clean availability, frequency and any surcharges payable will be advised at the time of booking.

## 9. GENERAL USE OF THE RESORT

### 9.1 Check-in/Check-out Procedures

(a)

- (i) All people who are residing at the Resort shall immediately on arrival call at the Resort office to advise of their arrival.
- (ii) All people who anticipate arriving after 5pm shall prior to that time advise the Resort office accordingly.

(b) At the time of check-in at the Resort the confirmation of reservation received from the Club must be presented.

(c) Apartments may be occupied at any time after 4pm on the first day of stay and must be vacated no later than 12 noon on the last day unless the Resort Regulations specify otherwise.

(d) Members or Guests 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 at the Resort on the day of arrival and departure.

(e) Facilities use: additional equipment may be available at some resorts and usage fees may be applicable.

### 9.2 Failure to Vacate

(a) If a Member or Guest ("non-vacating Member or Guest"):

- (i) fails to vacate an Apartment when required or at such later time as may be agreed to by the Resort Manager; or
- (ii) otherwise makes unauthorised use of an Apartment other than during a confirmed reservation, or prevents another Member or Guest ("detained Member or Guest") from using or occupying an Apartment during such other Member's Point use, then the non-vacating Member or Guest:

A. is subject to immediate removal, eviction or ejection from the Apartment wrongfully used or occupied. If the non-vacating Member or Guest is not present at the time of removal, eviction, or ejection the property of the non-vacating

Member or Guest will be removed from the Apartment and placed in storage;

B. is deemed to have waived any notice required by law concerning any legal proceedings regarding removal, eviction or ejection, to the extent such waiver is permitted by law; and

C. must reimburse the Club and the detained Member or Guest for all costs and expenses incurred by the Club and such detained Member 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 Member or Guest and costs, including legal fees, incurred in collecting such amounts.

(b) The Resort Manager may use whatever methods they deem appropriate to remove the non-vacating Member or Guest from the Apartment. If the Resort Manager determines, at their absolute discretion, to allow the Member or Guest to reside at the Resort for a period greater than the Point use, or to assist the Member or Guest to obtain adequate alternate accommodation, the entire cost of any additional accommodation is the responsibility of the non-vacating Member or Guest.

(c) If a Member or Guest causes an Apartment to be uninhabitable by an intentional or negligent act, such Member or Guest is deemed a non-vacating Member or Guest for such period as the Apartment remains uninhabitable and is subject to the consequences described in this regulation 9.2 and may have his or her Membership in the Club suspended or terminated.

### 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 can enter upon or use such facility in contravention of those restrictions. Members and Guests must comply with any such restriction.

### 9.4 Non-availability of Apartment

If a Member has a confirmed reservation and there is no Apartment available at the Resort on arrival for the dates of the confirmed reservation, then the Resort Manager will try and arrange comparable alternate accommodation as necessary at the Club's expense.

### 9.5 Renting of Apartments

(a) A Member may charge a Guest a fee for the use of an Apartment or Points subject to any restrictions imposed by the Resort Manager in order to comply with any law or requirement of any governmental agency, and on such terms as the Club Manager considers appropriate from time to time, but must not do so as part of an ongoing commercial enterprise.

(b) The Club Manager is entitled to determine, in its discretion, whether or not a Member is conducting an ongoing commercial

enterprise and such Member must immediately comply with any request from the Club Manager or its employees to provide information that may be required to assist with this determination.

(c) The Club Manager and the Developer are entitled to use their Points as part of their usual business operations.

## 10. USE OF APARTMENTS

### 10.1 Holiday Occupancy

(a) No Apartment is held for purposes other than accommodation and occupancy is subject to the occupancy limits set out in regulation 10.1(b). ClubCo is not in any way restricted by this Regulation, 10.1(a) in its activities pertaining to the sale of Points.

(b) A Member must not permit more than the following numbers of people, including children of any age, to occupy an Apartment at any one time (including day visitors): Studio or hotel room: 2 people; One bedroom: 2 - 4 people; Two bedrooms: 4 - 6 people; Three bedrooms: 6 - 8 people; Four bedrooms or Presidential Suite: 8 - 10 people.

(c) Apartments may vary in occupancy limits between Resorts and Members are advised of the relevant occupancy limits at the time of making a reservation. Club occupancy limits will be strictly enforced.

(d) Members checking into a Resort with more people in their party than the occupancy limit for the relevant Apartment will be given the opportunity to reserve a larger Apartment, if available, subject to use of additional Points, or to reduce the number of people in their party or if necessary, to vacate.

(e) The Developer or Club Manager may use any unoccupied Apartments for sales tours when not reserved and occupied by a Member or Guest.

(f) Members and Guests are the only people permitted to occupy an Apartment. Members and Guests must ensure that children under the age of 18 years only occupy an Apartment under parental supervision.

(g) The occupant should report any missing items, or damage noticed, in their assigned Apartment to the Resort Manager as soon as possible after check-in. At the end of each period of occupancy, an inspection of the Apartment, its furnishings and equipment is conducted.

(h) The Member is responsible for any damage or loss of any items that might occur during occupancy by a Member or Guest. Charges for any missing items, damage during occupancy, excessive cleaning requirement or charges for any unpaid services are billed to the Member. The Member must pay that bill in the time indicated in it. Non-payment of such charges is cause for suspension of reservations made or intended to be made and occupancy privileges until paid in full.

(i) Members, Guests and other people must not 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) Members, Guests and other people must not make any structural changes, reorganise or remove furniture, wall hangings, floor coverings, or undertake any redecorating of any type within the Apartments or other areas of the Resort.

(k) Members, Guests and other people must not use power equipment, workshops, or engage in car or boat maintenance (other than emergency work) on or at the Resort.

(l) Members, Guests and other people must not undertake any activities which will affect the plumbing, electrical systems or structural integrity of any improvement or which will alter any structure on or at the Resort.

(m) Members, Guests and other people must not undertake any business, commercial or marketing activities of any type on or at the Resort, with the exception of those activities undertaken by the Club or Wyndham Vacation Resorts Asia Pacific (HK) Ltd at any Apartment or resort unless the Member or Guest undertaking the activities has the prior written consent of the Resort Manager.

### 10.2 Insurance

Members, Guests and other people must not do anything 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 Club 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 Club 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 and at any time in the event of any emergency.

## 11. USE OF RECREATIONAL AND SPORTING FACILITIES

### 11.1 Swimming Pool Area

Members, Guests and other people must not:

(a) enter the swimming pool, children's pool or spa pool after physical exertion without first showering;

(b) bring into the swimming pool area any glass or breakable item; or

(c) enter the swimming pool, children's pool or spa pool unless he or she is wearing a swimming costume. If there is disagreement over what constitutes a swimming costume, the Resort Manager's decision is final and binding.

## 12. CONDUCT AND GENERAL USE OF THE RESORT

### 12.1 The Club may establish and post specific rules about the orderly management of each Resort. All people, whilst at the Resort, must:

- (a) abide by these Guidelines and any Resort Regulations;
- (b) comply with any requests and directions of the Resort Manager;
- (c) not conduct themselves in any manner either: i. in violation of any law or ordinance; or ii. that may be a nuisance, disturbance, hazard, or an unreasonable interference with the use and peaceful enjoyment of the Resort by other Members 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 to do so, 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; or
- (i) not barbecue in any place other than in designated barbecue areas.

### 12.2 The Disposal of Rubbish and General Cleanliness

All people whilst at the Resort must:

- (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; and
- (c) notwithstanding regulation 8 above, be charged a minimum of US\$100 for the disposal of rubbish and cleanliness of the Apartment, where in the opinion of the Resort Manager 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 people whilst at the Resort must not:

- (i) drive or cause to be driven any motor vehicle, motorcycle, 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, motorcycle, trailer, caravan or boat at the Resort without the express written 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; or

(v) park any commercial motor vehicle bearing commercial signs or markings at the Resort unless such motor vehicle is used as the Member's means of personal transportation and provided that the Resort Manager determines that such signs and markings are unobtrusive and inoffensive.

(b) All motor vehicles used by or belonging to the Members or Guests must be parked only in marked parking areas, enclosed parking or garage areas appurtenant to the Resort and which are available for parking by Members and Guests.

(c) Any motor vehicle located at the Resort in violation of these Guidelines or the Resort Regulations may be towed away and stored in compliance with the law, notwithstanding who owns such motor vehicle. Charges for towing and storage are assessed against the Member responsible for the presence of such motor vehicle.

### 12.4 Children

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

### 12.5 Animals

Members, Guests or other people must not bring or keep on the Resort any animal, bird or reptile at the Resort, including in any type of vehicle.

### 12.6 Collection for Charities/Commercial Activities

Members, Guests or other people must not, whilst at the Resort, without the express prior written consent of the Resort Manager:

- (a) collect or solicit from any person any monies or other contributions for charitable or other purposes;
- (b) sell any tickets in or otherwise conduct any lottery or raffle; or
- (c) undertake any other commercial activities.

### 12.7 Advertising and Marketing

Members, Guests or other people must not, whilst at the Resort, without the express prior written consent of the Resort Manager:

- (a) advertise, market or cause the advertising or marketing of any matter of any kind or display or exhibit any material whatsoever; or



(b) approach or solicit any Member or guest for any professional, business or commercial purpose. This regulation 12.7 does not limit ClubCo in its activities concerning the sale of Points.

## 13. GUEST USE AND VISITORS

(a) Members and Guests may invite visitors to the Resort but those visitors may only be at the Resort whilst in the company of the inviting Member or Guest and such visitors may not exceed the occupancy limit allowed for the Apartment.

(b) Members and Guests must advise the Resort Manager of intending visitors to assist the Resort Manager in maintaining security at the Resort.

(c) Any use of Points by a person other than a Member, whether by rental or by gift, is considered usage by a Guest as stated in regulation 4.2.

## 14. LIABILITY FOR MEMBERS' AND GUESTS' PROPERTY

### 14.1 Security

Members and Guests should lock their Apartments when unattended. Any suspicious or unusual activity should be reported immediately to the Resort Manager.

### 14.2 Liability

Members and Guests occupy and use the Resort and the Apartments at their own risk. They hereby release and indemnify Club Wyndham Asia®, the Club Manager, the Club and their respective officers and employees from and against any action or demand due to any damage, loss, costs, injury or death caused by or as a result of the Members' or Guests' act, use or occupation of the Resort and Apartments, except to the extent that it was caused by the wilful or negligent act or omission of Club Wyndham Asia®, the Club 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 Members nor Guests may store personal property on the Resort other than within an Apartment during occupancy.

## 15. SUPPLY OF INFORMATION

A Member (or a person authorised in writing by a Member) may request a statement of Member information. Such request must be made to the Club in writing or via email to [asia.service@wyn.com](mailto:asia.service@wyn.com). A reasonable fee may be charged to issue the statement as determined from time to time by the Club Manager.

## 16. AFFILIATIONS AND REWARD PROGRAMS

### 16.1 Additional benefits

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

### 16.2 Use

For the purpose of regulation 16.1 above, Points 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 program for such Points.