DIAMOND LUXURY SPORTS

QUINTEVENTS TERMS AND CONDITIONS

PACKAGES

ACCOMMODATIONS

Extra hotel nights are available upon request for an additional cost. Quint Events ("Quint") reserves the right to substitute comparable hotels of equal or better rating. You must check into the hotel room on the scheduled arrival day of the package to avoid being considered a "no show". If a passenger is a "no show", Quint is not responsible for providing any portion(s) of the package to you. Most hotels expect departing guests to vacate rooms by 11 AM and arriving guests to check-in after 3 PM to allow for cleaning and maid service.

CANCELLATION AND REFUND POLICY

There are no refunds or cancellations on any request once it is submitted to us. This policy is in place because when you purchase an event package, we secure and confirm all elements of that package from a supplier and are not able to recover our costs. All payments made to Quint are nonrefundable and no credits will be given by Quint for any reason including but not limited to the following: reductions in group size, unused tours, unused portions of packages and your failure to comply with the terms and conditions listed herein. In an event of a reduction in group size, corresponding deposits of cancelled passenger blocks are non-refundable and non-transferable (e.g. to the balance of the remaining group). If cancellation by one or more passengers alters the room requirements of the remaining passengers, those passengers still traveling must pay the revised rate. Exceptions to this policy cannot be made for any reason, including weather, acts of God, terrorism, civil unrest, and personal or medical emergencies. We regret that we cannot make exceptions for personal emergencies. We recommend that you consider purchasing tour cancellation insurance.

SPECIAL NOTE ABOUT THE MASTERS GOLF TOURNAMENT: Cancellation/Course Closing: In the event a Practice Round or Tournament round is cancelled, tickets are valid only for the dates on the tickets. Augusta National, Inc. reserves the right to close the course due to adverse weather conditions or for other safety reasons. No refunds, rain checks, exchanges or replacements will be made.

CHANGES

All prices are subject to change without prior notice until your reservation is confirmed. All prices published for each package are per person rates. Required payment from you must be received by Quint in order to confirm any reservation. Any changes to your booking requested more than 60 days prior to event date are subject to a \$100 administration fee per change made. Any changes within 60 days of the event are subject to full cancellation charges. Re-sale of all Quint packages is strictly prohibited without the express written consent of Quint. Permitted re-sales are subject to a 15% transfer and changes fee based on the original purchase price of the package. DRI shall not be obligated for any resales by customers/members.

PAYMENT OR DEPOSIT

Please refer to the event specific payment schedules in Quint documents. Full payment is due at the time of booking in order to confirm reservation. Our intention is to provide you with the package you have purchased, at the price in effect at the time of the booking. Other than items that you have paid for via your Diamond Resorts points, payments must be made in the form of cashier's check, MasterCard, Visa, American Express or wire transfer. Your authorization to use credit card number for deposit and/or final payments indicates your complete compliance with these Terms and Conditions. Verbal authorization of your credit card confirms the reservation. If payments are not received by the due dates, the event services to be provided may be considered null and void at the sole discretion of Quint and any payments to date will be forfeited. The initial deposit payment can be made by wire transfer, bank check, or credit card. All subsequent payments of \$10,000 or more must be made by wire transfer, bank check, or personal check. All Credit Card payments greater than \$10,000.00, with the exception of the initial deposit, are subject to a credit card processing fee of 2.65%. This fee covers our costs of processing these transactions. Late payments are subject to a late payment fee of 2.5% of the total outstanding balance of the invoice. This fee is automatically assessed at the point where a payment is past due. Payments that are more than 14 days in arrears are subject to immediate cancellation of the entire invoice with no refund.

PHYSICAL DISABILITY

Any physical disability that may require special attention or treatment must be reported in writing when the reservation is requested so that appropriate arrangements can be made.

<u>TAXES</u>

Quint may collect sales tax if required by law. You will be responsible for payment of any sales tax, if applicable.

SECURITY

All payment information is collected via our secure server. Credit card details are encrypted to keep them as safe as possible from unauthorized parties. Our web servers are protected to the extent possible by firewall technology.

EMAIL

By becoming a Quint customer, you agree to receive e-mail communications from us for transactional customer service messages related to your specific package purchase(s).

IMPORTANT PROVISIONS THAT APPLY TO TICKETS AND PACKAGES

Quint is not responsible for providing transportation or reimbursement of travel-related expenses under any circumstances unless those items are specifically included as part of a package. Nor are we responsible for any delay causing you to arrive late or miss your event for any reason. Any actions by our company that do result in you missing your event will be rectified with our liability not exceeding 100% of your total purchase price. Quint is not responsible for the actions of the crowd at your event. If someone is sitting in your seat when you arrive, it is your responsibility to ask them to move or ask an usher to seat you. Quint is not responsible for any changes made at the venue including, but not limited to, seating arrangement, stage set-up, hospitality areas, or security checks which may delay your entrance to event. If any cameras or audio visual equipment obstruct the view from your seats, it is your responsibility to ask an usher to remove the obstruction or re-seat you.

DISCLAIMER

Quint agrees to offer its services to you as a purveyor of hotel rooms, ground transportation, air transportation, hospitality, and tickets for admission to major sporting and entertainment events. Quint is acting as an intermediary and/or agent for suppliers in selling event services or in accepting reservations or bookings for event services which are not directly supplied by Quint. Services provided in conjunction with these tours are rendered by suppliers that are not agents or employees of Quint. Quint therefore shall not be responsible for breach of contract or any intentional or careless actions or omissions on the part of such suppliers, which result in any loss, damage, delay or injury to you or your travel companions or group members.

Neither Quint, nor any director, officer, employee or other representative of Quint shall be responsible for any injuries, damages, or losses caused to you in connection with terrorist activities, war, insurrection, social or labor unrest, mechanical or construction difficulties, diseases, local laws, climatic conditions, abnormal conditions or development of any other actions, omissions or conditions outside the control of Quint. By making deposits and/or full payment for any tour or other arrangements, you acknowledge the position of Quint as described above and agrees to hold Quint harmless as a result of Quint effort to provide you with arrangements requested.

You voluntarily assume all risks and you are advised to obtain appropriate insurance coverage. Your receipt of tickets, vouchers or program information from Quint shall constitute an acknowledgement of and consent to these terms and conditions as well as an agreement to convey these matters to all travel companions or group members.

It is your responsibility to obtain the documentation required for their trip such as passports, visas, birth certificates and photo identification. Buyers entering the United States and Canada are required to show a passport for entry. Those denied at any border will not be entitled to any refund.

If an act of God, unavoidable accident, strike or other labor dispute, fire, riot or civil commotion, government action or decree, inclement weather or any other event beyond the control of Quint makes it impossible or illegal to provide tours, tickets, etc., then Quint shall not be obligated to you in any manner and Quint shall not be in default.

Quint is an independently owned and operated business and is not affiliated with any hotel, airline or entertainment venue. Any reference to specific events herein is made only for the clear identification and is not intended to imply, nor should it be understood or assumed, that Quint is endorsed by, sponsored by, approved by or otherwise affiliated with the organizers and/or sponsors of events referenced herein.

CHOICE OF LAW AND ARBITRATION

You acknowledge and agree that all matters relating to your use of this website and/or your transaction(s) with Quint will be governed by the laws of the United States and the State of North Carolina. Any controversy or claim, including but not limited to, your use of this website, any statements on the website, your purchase of a package or tickets from Quint, or any alleged breach of these terms and conditions, shall be resolved through binding arbitration in Mecklenburg County, North Carolina, and administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules including the Optional Rules for Emergency Measures of Protection. All parties waive their right to participate in a class action with respect to any matters hereunder.

WEBSITE USAGE AND DISCLAIMER

Aside from our listed official partnerships, we are neither affiliated with nor endorsed by any of the artists, teams, venues or organizations listed on this website. Terms used to describe any artists, teams, venues or organizations are used for factual description purposes only. Quint may modify these Terms and Conditions at any time, and your use of this site will be conditioned upon the Terms and Conditions in force at the time of your use. When you use our website to request tickets, it signifies your agreement to our Terms and Conditions.

STANDARD OF CARE

Quint acknowledges and agrees that, in the course of its engagement by DRI, DRI may receive or have access to personal information of customers/members including, but not limited to, names, addresses, travel schedules and credit card data ("Personal Information"). Quint shall comply with the terms and conditions set forth in this Agreement in its collection, receipt, transmission, storage, disposal, use and disclosure of such Personal Information and be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of Personal Information or the control or possession of any of its employees "Authorized Persons"). Quint shall be responsible for, and remain liable to, DRI for the actions and omissions of all Authorized Persons concerning the treatment of Personal Information as if they were Quint's own actions and omissions. In recognition of the foregoing, Quint agrees and covenants that it shall:

(a) keep and maintain all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure;

(b) use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided pursuant to the terms and conditions of this Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Quint's own purposes or for the benefit of anyone other than DRI, in each case, without DRI's prior written consent; and

(c) not, directly or indirectly, disclose Personal Information to any person other than its Authorized Persons, including, but not limited to, any, subcontractors, agents, outsourcers or auditors (an "Unauthorized Third Party"), without express written consent from DRI unless and to the extent required by Government Authorities or as otherwise, to the extent expressly required, by applicable law, in which case, Quint shall (a) notify DRI before such disclosure or as soon thereafter as reasonably possible; (b) be responsible for and remain liable to DRI for the actions and omissions of such Unauthorized Third Party concerning the treatment of such Personal Information as if they were Quint's own actions and omissions; and (c) require the Unauthorized Third Party that has access to Personal Information to execute a written agreement agreeing to comply with the terms and conditions of this agreement.

INFORMATION SECURITY

(a) Quint represents and warrants that its collection, access, use, storage, disposal and disclosure of Personal Information does and will comply with all applicable federal, state, and foreign privacy and data protection laws, as well as all other applicable regulations and directives.

(b) Without limiting Quint's obligations under Section (a), Quint shall implement administrative, physical and technical safeguards to protect Personal Information that are no less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which Personal Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this agreement.

THE Club[®] Terms and Conditions

You may choose to borrow points or utilize your Diamond Flexibility benefit to complete a booking by making the booking agent aware of your choice. You may borrow points at any time during the year, prepayment of a proportion of next year's maintenance fees are required. If utilizing Diamond Flexibility; the per point charge is dependent on your membership level.

Once your Diamond Luxury Sports booking is confirmed and your points have been deducted, the same cancellation rules will apply as stated on the above Terms and conditions of the provider 'Quint Events'

THE Club[®] retains the unilateral right to cancel or amend this program at any time. Any such modifications will not affect confirmed bookings. This does not affect your statutory rights. Diamond Resorts International[®] its affiliates and subsidiaries, makes no warranty, express or implied, as to the condition, capacity, performance or any other aspect of the activities, events, or service providers listed herein. No inquiry has been made into the activities or events, or the qualifications or the quality of services offered by the providers. Your contract with the relevant supplier is created when the agent redeems your points.