

EUROPE

Legal Documents

2024



Destination
Xchange

For Members Who Own a Qualifying Week in Europe

TABLE OF CONTENTS

Disclosure Guide.....	3
Program Terms and Conditions	15
Reservation Rules	31

DESTINATION XCHANGE WEEKS

DISCLOSURE GUIDE

This Disclosure Guide supersedes all previous versions.

Unless otherwise stated, the information in this Disclosure Guide is correct as of 1 January 2024.

DISCLOSURE GUIDE

1. DEFINED TERMS	5
2. INFORMATION ABOUT THE EXCHANGE PROGRAM	5
Directors.....	5
Officers.....	5
3. PARTICIPATION IN THE EXCHANGE PROGRAM.....	7
4. EXCHANGE PROGRAM PROCEDURES AND OBLIGATIONS.....	8
Tier Value System.....	8
5. EXCHANGE FEES.....	9
6. RESORTS	9
7. ANNUAL REPORT	12
8. OTHER BENEFITS, SERVICES AND OPPORTUNITIES.....	12

THIS DISCLOSURE GUIDE contains important information regarding the Destination Xchange Weeks Program, hereinafter referred to as the “Exchange Program,” offered to Members by Destination Xchange LLC, a Delaware limited liability company. Members should review this information as well as the Terms and Conditions and Reservation Rules to obtain a full understanding of the terms and operational rules of the Exchange Program. Operating Company reserves the right to make amendments to this Disclosure Guide, the Terms and Conditions, the Reservation Rules and any other documents relating to the Exchange Program and shall notify the membership of any such changes by a website posting or similar communication by Operating Company in its sole discretion. This Disclosure Guide applies to Members who own a Qualifying Week at a Managed Resort in Europe.

1. DEFINED TERMS

Except as otherwise provided herein, all capitalised terms used in this Disclosure Guide have the meanings ascribed to them in the Terms and Conditions, a copy of which accompanies this Disclosure Guide.

2. INFORMATION ABOUT THE EXCHANGE PROGRAM

The primary services to be provided by Operating Company consist of the operation of the Exchange Program through which Members exchange Use Rights and reserve the use and occupancy of Accommodations for Use Periods at Resorts pursuant to the terms, restrictions and conditions set forth in the Terms and Conditions and the Reservation Rules.

The principal office of Operating Company is located at 6355 Metrowest Boulevard, Suite 180, Orlando, FL 32835. The individuals who constitute the officers and directors of Operating Company and who operate the Exchange Program as of the date of printing are:

Directors

- Mark Wang
- Charles Corbin
- Dan Mathewes

Officers

- Mark Wang President
- Gordon Gurnik Executive Vice President
- Dan Mathewes Executive Vice President
- Charles Corbin Executive Vice President and Secretary
- Jorge Pablo Brizi Executive Vice President
- Kelly Lodde Senior Vice President and Assistant Secretary
- Carlos Hernandez Senior Vice President
- Sarajane Bonck Senior Vice President
- Onkar Birk Senior Vice President
- Leigh Neiman Senior Vice President
- Ben Loper Senior Vice President and Treasurer
- Rebekah Bowers Vice President
- Thomas Goodman Vice President
- Calder Huntington Vice President
- Brandon Lemke Assistant Secretary

The Operating Company is wholly owned by Diamond Resorts Corporation, a Delaware corporation (hereinafter, together with its subsidiaries, other affiliates and parent corporation referred to as "Diamond"). Diamond Resorts Corporation is a wholly owned subsidiary of Hilton Grand Vacation Inc., a Delaware corporation with its main office at 6355 MetroWest Blvd., Suite 180, Orlando, Florida 32835 ("HGV"). Some officers and directors of Operating Company may also serve as officers and directors of Diamond and/or HGV. Further, certain officers and directors of Operating Company may have an ownership interest, or have rights to acquire an interest in Diamond and/or HGV.

Those Resorts referenced in Section 6 are Managed Resorts, where Diamond or Hilton Grand Vacations is the developer and/or Resort Manager. Except as otherwise stated in this paragraph, neither Operating Company nor any of its officers or directors has any legal or beneficial interest in any developer, seller or managing entity for any Managed Resort. Please see Section 6 for the number of weeks in each Managed Resort in the Exchange Program which are available for occupancy and which qualify for participation in the Exchange Program.

The number of Members in each timeshare program at a Managed Property which are participating in the Exchange Program are set forth below.

Managed Resorts with 1 – 100 Members

- Bell Rock Inn
- Beso Del Sol Resort
- Blue Residences Aruba
- Brigantine Beach Club
- Cabo Azul, a Hilton Vacation Club
- Crescent on South Beach, a Hilton Vacation Club
- Desert Isle of Palm Springs
- Gold Coast Residences
- Harbour Lights
- Hollywood Beach Tower
- La Quinta Beach Club
- Massanutten Resort
- Mirror Lake and Tamarack Resort
- Palm Canyon Resort
- Royal Dunes
- Royal Lahaina Resort
- Sedona Springs Resort
- Tahoe Beach and Ski Club
- The Christie Lodge, GCI
- The Cove on Ormond Beach, a Hilton Vacation Club
- The Modern, a Hilton Vacation Club
- Trade Winds on the Bay
- Vilar do Golf
- Wyndham Flagstaff

Managed Resorts with 101 – 249 Members

- Barefoot'n Resort
- Beachwoods Resort
- Bent Creek Golf Village, a Hilton Vacation Club
- Charter Club Resort of Naples Bay
- Club Cala Blanca
- Club del Carmen
- Club Regency of Marco Island
- Craigendaroch Lodges
- Cromer Country Club
- Daytona Beach Regency, a Hilton Vacation Club
- Dunes Village Resort
- Fairway Forest Resort,
- Grand Beach
- Greensprings Vacation Resort
- Hilton Grand Vacation Club Zihuatanejo
- Kohls Ranch Lodge
- Los Amigos Beach Club
- Pine Lake Resort
- Plantation Beach Club at Indian River Plantation
- Polynesian Isles, a Hilton Vacation Club
- Royal Oasis Club at Pueblo Quinta
- Royal Regency
- Royal Tenerife Country Club
- Santa Barbara Golf and Ocean Club
- Scottsdale Links Resort, a Hilton Vacation Club
- Scottsdale Villa Mirage, a Hilton Vacation Club
- Sunset Harbour Club
- Sunset View Club
- The Alpine Club
- The Cove on Ormond Beach, a Hilton Vacation Club
- The Historic Craggs Lodge
- The Kenmore Club
- The Suites at Fall Creek
- Thurnham Hall
- Varsity Club Tucson, a Hilton Vacation Club
- Varsity Clubs of America—South Bend
- Villas de Santa Fe
- White Sands Beach Club
- Woodford Bridge Country Club

Managed Resorts with 250 – 499 Members:

- Bryan's Spanish Cove
- Grande Villas, a Hilton Vacation Club
- Liki Tiki Village, a Hilton Vacation Club
- Polynesian Isles, a Hilton Vacation Club

- Ridge on Sedona, a Hilton Vacation Club
- Riviera Oaks Resort and Racquet Club
- Royal Sunset Beach Club
- Sahara Sunset Club
- Sedona Summit, a Hilton Vacation Club
- Sunset Bay Club

Managed Resorts with 500 – 999 Members:

- Beach Quarters Resort
- Boardwalk Resort and Villas
- Cypress Pointe Resort
- Flamingo Beach, a Hilton Vacation Club
- Grand Beach, a Hilton Vacation Club
- Hilton Vacation Club San Luis Bay Inn
- Lake Tahoe Resort, a Hilton Vacation Club
- Liki Tiki Village, a Hilton Vacation Club
- Los Abrigados Resort and Spa
- Oceanaire, a Hilton Vacation Club
- Orbit One Vacation Villas
- Riviera Beach & Shores, a Hilton Vacation Club
- Royal Palm, a Hilton Vacation Club
- Tahoe Seasons, a Hilton Vacation Club
- Turtle Cay

Managed Resorts with 1,000 or more Members:

- Hilton Vacation Club Ka'anapali Beach
- Mystic Dunes, a Hilton Vacation Club
- Ocean Beach Club, a Hilton Vacation Club
- Parkway International Resort
- Polo Towers, a Hilton Vacation Club
- The Historic Powhatan, a Hilton Vacation Club
- The Point at Poipu, a Hilton Vacation Club

3. PARTICIPATION IN THE EXCHANGE PROGRAM

A purchaser becomes eligible to join the Exchange Program upon entering into a contract to purchase, or previously having purchased, a Qualifying Week; however, the purchaser's membership or participation in the Exchange Program is voluntary. Operating Company is not the developer or seller of any timeshare interests at any Resort; however, a developer or seller of timeshare interests in a Resort may be an affiliate of Diamond, HGV and/or Operating Company. The developer of a Managed Resort is also eligible to become a Member with respect to such developer's unsold inventory of Qualifying Weeks.

The Membership Documents are separate from the Member's contract with the developer or seller regarding the purchase of the Qualifying Week. The Exchange Program is also separate and distinct from the local system or means by which use and occupancy at a Resort is allocated among Owners of a Qualifying Week there at, pursuant to the applicable Declaration. Such local system of allocating use and occupancy at a Resort will generally be operated by the Association or by a provider engaged by the Association. Operating Company may be engaged as such a provider, but if it is not engaged, it will cooperate with the operator of such local system in order to coordinate reservations of use and occupancy at the Resort with the Exchange Program.

The terms under which any Member participates in the Exchange Program shall be established in the relevant Membership Documents and any other documents pertaining to a specific membership class. Participation in the Exchange Program shall be conditioned upon Member's compliance with such terms. Membership in the Exchange Program is not a prerequisite to owning a Qualifying Week in a Resort. No purchaser or Owner of a Qualifying Week in a Resort shall become a Member of the Exchange Program automatically, merely by purchasing or owning such Qualifying Week. The basis of participation in each specific instance shall be governed by the terms of the Exchange Program Enrolment Agreement and Legal Documentation Booklet. Membership requires the payment of Exchange Fees and is further governed by the terms and provisions of the Terms and Conditions, Reservation Rules and the other Exchange Program Documents. A Member's membership will continue until terminated in accordance with the Terms and Conditions.

A Member's participation in the Exchange Program is dependent upon the continued participation of the Resort within the Exchange Program. If a Resort ceases to be a part of the Exchange Program, then Members at such Resorts will no longer be eligible to deposit the Use Rights associated with the Member's Qualifying Week for inclusion in the Exchange Pool. A Member's continued membership in the Exchange Program could be terminated or adversely affected by the action or inaction of the developer or managing entity of a Resort or by other factors beyond the control of the Member. Where reasonable, any confirmed Exchange Requests for Members from or to a Resort which ceases to participate in the Exchange Program will be honored where possible.

Except for circumstances to be determined by Operating Company, membership in the Exchange Program is not transferable. A Member who no longer owns a Qualifying Week at any Resort can no longer be a Member. The new Owner of the Qualifying Week previously owned by a Member will not automatically become a Member, and will be required to execute an Exchange Program Enrolment Agreement to become a Member.

4. EXCHANGE PROGRAM PROCEDURES AND OBLIGATIONS

The Terms and Conditions of membership in the Exchange Program are set forth in the Terms and Conditions and the Membership Documents. In order to remain a Member of the Exchange Program in good standing, a Person must have paid all applicable Association Fees due with respect to the Member's Qualifying Week. A complete and accurate description of the procedures to qualify for and effectuate exchanges as well as all terms, restrictions and conditions employed in the operation of the Exchange Program are set forth in the Terms and Conditions and the Reservation Rules.

Tier Value System

Each of the Use Rights made available to the Exchange Program will be graded and assigned a Tier Value by Operating Company to quantify the relative trading power of such Use Rights deposited in accordance with the Terms and Conditions. The grading and Tier Value designation of the Use Rights by Operating Company will depend on numerous criteria as determined and modified by Operating Company in its sole discretion, and may include such factors as:

- (i) the location, size, capacity, floor level, view, costs of construction and relative quality of the Accommodation or Accommodations to which such Use Rights relate;
- (ii) the amenities of the Resort and the local area;
- (iii) the season of the year in which the Use Rights may be used; (iv) permissible commencement dates; and (v) such other factors as Operating Company may determine to be appropriate from time to time in its sole discretion.

All reservations are arranged on a first-come, first-served basis for available Use Periods in Accommodations or for some Other Redemption Opportunity, subject to the procedures and limitations set forth in the Terms and Conditions and the Reservation Rules. Further, Operating Company reserves the right, in its discretion, to make certain Resorts or deposited Use Rights only available to certain classes of membership. Additionally, Owners of certain classes of memberships may also be limited in their ability to reserve Other Redemption Opportunities. There are no guarantees of fulfillment of specific Exchange Requests. The longer a Member waits to make an Exchange Request, the more likely it is that the opportunities to reserve a Use Period in the available Accommodations or the requested Other Redemption Opportunity will not meet the Member's desires. Since the ability to make a reservation depends on availability of desired Use Periods in Accommodations or the

requested Other Redemption Opportunity and the timely action by the Member, Operating Company cannot guarantee that a Member will always be able to make a reservation of his or her choice. However, Operating Company intends to be able to manage the inventory of the Exchange Pool in such a manner so as to maximise Member satisfaction as a whole.

Operating Company reserves the right to change, alter, modify, add to or delete from the information provided by the Exchange Program Documents from time to time. Operating Company also reserves the right to add and remove Resorts and other facilities to and from the list of Resorts. All such changes will be effective upon creation.

However, such changes will not be effective as to an existing Member until the membership has been informed of such changes by a website posting or similar communication by Operating Company, in its sole discretion. Any amended version of any Exchange Program Documents may be distributed to the Members by Operating Company by website posting, unless a Member makes a specific request in writing to have the Exchange Program Documents delivered in a paper form. In the event Operating Company elects to distribute changes to Exchange Program Documents to the Members using a website posting, Operating Company is not obligated to provide additional notice to the Members that such changes have been posted on the website. Operating Company will primarily inform membership of changes and amendments to Exchange Program Documents as contemplated by this section by website posting; all Members have the obligation to check the Exchange Program's website regularly for changes to any Exchange Program Documents.

5. EXCHANGE FEES

Each Member will be required to pay an Exchange Fee in order to make an Exchange Request which shall be payable to Operating Company. Exchange Fees may be different for different classes of membership. Operating Company shall determine the Exchange Fees for each class of membership and may change the amount from time to time. Operating Company will inform each Member of the total amount of Exchange Fees which must be paid to make Exchange Requests in accordance with the procedure set forth in the Terms and Conditions and the Reservation Rules.

The Exchange Fee shall be payable by each Member on a per-exchange basis at the time an Exchange Request is made, to the extent determined by Operating Company and in accordance with the Terms and Conditions and the Reservation Rules.

6. RESORTS

The Destination Xchange Resort Directory, which is incorporated by this reference, will be provided as part of the Member Guide. The Destination Xchange Resort Directory will provide information regarding the Resorts which participate in the Exchange Program. The most recent version of the Destination Xchange Resort Directory will be available on the website maintained by Operating Company. Resorts which participate in the Exchange Program are subject to change.

The number of weeks in each Managed Resort which are available for occupancy and qualify for participation in the Exchange Program are set forth below.

Resorts with 1-5 Units:

- **Beso Del Sol Resort**, 1420 Bayshore Blvd., Dunedin, FL 34698
- **Blue Residences**, Aruba, J.E. Irausquin Blvd. 266, Noord Aruba
- **Brigantine Beach Club**, 4500 W Brigantine Ave, Brigantine, NJ 08203
- **Crescent on South Beach, a Hilton Vacation Club**, 1420 Ocean Dr., Miami, FL 33139*+
- **Dunes Village Resort**, 5200 North Ocean Blvd., Myrtle Beach, SC 29577*+

- **Gold Coast Residences**, Diamante 300 Noord Aruba
- **Harbour Lights**, 2690 Harbour Lights Dr., Myrtle Beach, SC 29579
- **Hilton Grand Vacations Club Zihuatanejo**, Carretera Escentica Playa La Ropa S N, Zona Hotelera, 40895 Zihuatanejo, Gro., Mexico
- **Historic Powhatan Resort**, The, 3601 Ironbound Rd., Williamsburg, VA 23188*+
- **Hollywood Beach Tower**, 301 Harrison St., Hollywood, FL 33019
- **Kohls Ranch Lodge**, 202 South Kohl's Ranch Lodge Rd., Payson, AZ 85541
- **La Quinta Beach Club**, J.E. Irausquin Blvd. 228, Oranjestad, Aruba
- **Massanutten Resort**, 1822 Resort Dr., Massanutten, VA 22840
- **Ocean Beach Club**, a Hilton Vacation Club, 3401 Atlantic Ave., Virginia Beach, VA 23451*+
- **Parkway International Resort**, 6200 Safari Tr., Kissimmee, FL 34747*+
- **Polo Towers, a Hilton Vacation Club**, 3745 Las Vegas Blvd. South, Las Vegas, NV 89109*+
- **Royal Lahaina Resort**, 2780 Kekaa Dr., Lahaina, HI 96761
- **Royal Tenerife Country Club**, Calle San Andrés, Golf del Sur, Tenerife, 38639, Spain*+
- **Sunset Bay Club**, Calle Antonio Navarro No. 1, Urb. Los Atamanes, Costa Adeje, Tenerife, 38660, Spain*+
- **Sunset View Club**, Calle San Blas, Golf del Sur, San Miguel de Abona, Tenerife, 38639, Spain*+
- **Tahoe Beach and Ski Club**, 3601 Lake Tahoe Blvd., South Lake Tahoe, CA 96150*+
- **Tamarack & Mirror Lake Resort**, 874 Xanadu Rd., Wisconsin Dells, WI 53965
- **The Christie Lodge**, GCI, 47 E Beaver Creek Blvd., Avon, CO 81620
- **Trade Winds on the Bay**, 6 Park Dr., Rockland, ME 04841
- **Wyndham Flagstaff**, 1900 N Country Club Dr., Flagstaff, AZ 86004

Resorts with 6-10 Units:

- **Daytona Beach Regency, a Hilton Vacation Club**, 400 North Atlantic Ave., Daytona Beach, FL 32118*+
- **Royal Dunes**, 8 Wimbledon Ct., Hilton Head Island, SC 29928
- **The Kenmore Club**, Kenmore by Aberfeldy, Loch Tay, Perthshire, PH15 2HH, Scotland*+

Resorts with 11-20 Units:

- **Flamingo Beach Villas (II)**, 6 Billy Folly Rd., Pelican Key - Simpson Bay, Phillipsburg, St. Maarten, Netherlands Antilles*+
- **Los Abrigados Resort & Spa**, 160 Portal Ln., Sedona, AZ 86336*+
- **Polynesian Isles, a Hilton Vacation Club**, 3045 Polynesian Isles Blvd., Kissimmee, FL 34746*+
- **Sedona Springs Resort**, 55 Northview Rd., Sedona, AZ 86336*+
- **The Cove on Ormond Beach, a Hilton Vacation Club**, 145 South Atlantic Ave., Ormond Beach, FL 32176*+
- **The Ridge on Sedona Golf Resort**, 55 Sunridge Cir., Sedona, AZ, 86351*+
- **Varsity Club Tucson, a Hilton Vacation Club**, 3855 East Speedway Blvd., Tucson, AZ 85716*+

Resorts with 21-50 Units:

- **Barefoot'n Resort**, 2754 Florida Plaza Blvd., Kissimmee, FL 34746*+
- **Bryan's Spanish Cove**, 13875 State Rd. 535, Orlando, FL 32821*+
- **Charter Club Resort of Naples Bay**, 1000 10th Ave. South, Naples, FL 34102*+
- **Club Regency of Marco Island**, 500 South Collier Blvd., Marco Island, FL 33937+
- **Craigendarroch Lodges**, Braemar Road, Ballater, Aberdeenshire, Scotland AB35 5XA*
- **Desert Isle of Palm Springs**, 2555 East Palm Canyon Dr., Palm Springs, CA 92264*
- **Plantation Beach Club at Indian River Plantation**, 329 N.E. Tradewinds Ln. Hutchinson Island, Stuart, FL 34996+
- **Royal Regency**, 69-/71 Rue DeFrance, 94300, Vincennes, Paris, France*+
- **The Historic Crags Lodge**, 300 Riverside Drive, Estes Park, CO 80517*+

Resorts with 51 or More Units:

- **Alpine Club**, Alpine Apartment Hotel, Alpineweg 142, Rohrmoos-Schladming, 8970, Austria*+
- **Beach Quarters Resort**, 501 Atlantic Ave., Virginia Beach, VA 23451*+
- **Beachwoods Resorts**, 1 Cypress Knee Tr., Kitty Hawk, NC 27949*+
- **Bell Rock Inn**, 6246 State Route 179, Sedona, AZ 86351*+
- **Bent Creek Golf Village, a Hilton Vacation Club**, 3919 East Pkwy., P.O. Box 1190, Gatlinburg, TN 37738*+
- **Boardwalk Resort and Villas**, 1601 Atlantic Ave., Virginia Beach, VA 23451*+
- **Club Cala Blanca**, Calle Alaicín, 12, Urb. Costa Taurito, 35138, Mogán, Gran Canaria, Spain*+

- **Club del Carmen**, Calle Noruega no 2, Playa de los Pocillos, 35510, Puerto del Carmen, Lanzarote, Canary Islands, Spain*+
- **Cromer Country Club**, 127 Overstrand Rd., Cromer, Norfolk, NR27 0DJ, England*+
- **Cypress Pointe Resort (I)**, 8651 Treasure Cay Ln., Orlando, FL 32836*+
- **Fairway Forest**, 70 Sapphire Valley Rd., Sapphire, NC 28774*+
- **Flamingo Beach Resort (I)**, 6 Billy Folly Rd., Pelican Key - Simpson Bay, Phillipsburg, St. Maarten, Netherlands Antilles*+
- **Grand Beach, a Hilton Vacation Club**, 8317, Lake Bryan Beach Blvd., Orlando, FL 32821*+
- **Grande Villas Resort, a Hilton Vacation Club**, 8651 Treasure Cay Ln., Orlando, FL 32836*+
- **Greensprings Vacation Resort**, 3500 Ludwell Pkwy., Williamsburg, VA 23188*+
- **Hilton Vacation Club Ka'anapali Beach**, 104 Ka'anapali Shores Pl., Lahaina, Maui, HI 96761*+
- **Hilton Vacation Club Lake Tahoe Resort**, 901 Ski Run Blvd., South Lake Tahoe, CA, 96150*+
- **Hilton Vacation Club San Luis Bay Inn**, 3254 Avila Beach Dr., Avila Beach, CA, 93424*+
- **Liki Tiki Village, a Hilton Vacation Club**, 17777 Bali Blvd., Orlando, FL 34787*+
- **Los Amigos Beach Club**, Urb. Playamarina, Carretera de Cádiz (N-340), km 204, Mijas Costa, Costa del Sol, Málaga, 29649, Spain*+
- **Mystic Dunes, a Hilton Vacation Club**, 7600 Mystic Dunes Ln., Celebration, FL 34747*+
- **Oceanaire, a Hilton Vacation Club**, 3421 Atlantic Ave., Virginia Beach, VA 23451
- **Orbit One Vacation**, 2950 Entry Point Blvd., Kissimmee, FL 34747*+
- **Palm Canyon Resort**, 2800 South Palm Canyon Dr., Palm Springs, CA 92264*+
- **Point at Poipu**, The, 1613 Pe'e Rd., Koloa, Kauai, HI 96756*+
- **Polo Towers, a Hilton Vacation Club**, 3745 Las Vegas Blvd. South, Las Vegas, NV 89109*+
- **Polynesian Isles, a Hilton Vacation Club**, 3045 Polynesian Isles Blvd., Kissimmee, FL 34746*+
- **Riviera Beach & Shores, a Hilton Vacation Club**, 34630 Pacific Coast Hwy., Capistrano Beach, CA 92624*+
- **Riviera Oaks Resort & Racquet Club**, 25382 Pappas Rd., Ramona, CA 92065*+
- **Royal Oasis Club at Pueblo Quinta**, Avenida Federico García Lorca No. 8, Urb. Pueblo Quinta, Ffase 2, Benalmádena, Costa del Sol, Malaga, 29630, Spain*+
- **Royal Palm Beach Resort**, 115 Welfare Road, Cole Bay, St. Maarten, Netherlands, Antilles*+
- **Royal Sunset Beach Club**, Calle Londres No. 6, Playa de Fañabé, Costa Adeje, Tenerife, 38660, Spain*+
- **Sahara Sunset**, Avenida Rocio Jurado S/N, Benalmádena Costa del Sol, Málaga, 29630, Spain*+
- **Santa Barbara Golf and Ocean Club**, Avenida del Atlántico S/N, Urb. Golf del Sur, San Miguel de Abona, Tenerife, 38639, Spain*+
- **Scottsdale Villa Mirage, a Hilton Vacation Club**, 7887 East Princess Blvd., Scottsdale, AZ 85255*+
- **Sedona Summit**, 4055 Navoti Dr., Sedona, AZ 86336*
- **Tahoe Seasons, a Hilton Vacation Club**, 3901 Saddle Rd., South Lake Tahoe, CA 96150*+
- **The Cove on Ormond Beach, a Hilton Vacation Club**, 145 South Atlantic Ave., Ormond Beach, FL 32176*+
- **The Modern, a Hilton Vacation Club**, 1775 Ala Moana Blvd., Honolulu, HI 96815*+
- **The Suites at Fall Creek**, One Fall Creek Dr., Branson, MO 65616*+
- **Thurnham Hall**, Thurnham, Lancashire, LA2 0DT, United Kingdom*+
- **Turtle Cay Resort**, 600 Atlantic Ave., Virginia Beach, VA 23451*+
- **Varsity Clubs of America - South Bend**, 3800 North Main St., Mishawaka, IN 46545*+
- **Vilar do Golf**, Rua de Nisa, Quinto do Lago, 8135-903 Almandil, Algarve, Portugal*+
- **Villas de Santa Fe**, 400 Griffin St., Santa Fe, NM, 87501*+
- **White Sands Beach Club**, Via Ronda ZH3, Arenal d'en Castell, 07740 Es Mercadal, Menorca, Balearic Islands, Spain*+
- **Woodford Bridge Country Club**, Milton Damerel near Holsworthy, Devon, EX22 7LL, United Kingdom*+

* Accommodation at these resorts may also be used as part of a multi-site points timeshare plan which has over 1,000 members. The majority of these members do not have Use Rights in a specific resort but rather have rights to use any of the resorts.

+ These resorts are developed and/or managed by HGV/Diamond

Operating Company anticipates that the number of Members currently reported may increase or decrease, as the case may be, as additional memberships are enrolled in the Exchange Program, additional Accommodations become available, or those currently available become unavailable by virtue of discontinued participation or any other reason. Operating Company intends to manage the Exchange Pool utilising systems and experience which will enable an efficient balancing of demand for available Accommodations.

Reference should be made to the Terms and Conditions and the Reservation Rules for the procedures for making Exchange Requests including the priorities, limitations and restrictions applicable to each Member. Operating Company has the prerogative to utilise unreserved Use Periods in Accommodations for any lawful purpose as provided in the Terms and Conditions. Revenues or other benefits resulting from such usage shall belong exclusively to Operating Company and shall in no way enure to the benefit of any Members.

7. ANNUAL REPORT

Before 1 June of each year (the “Audit Date”), an independent audit of the following Exchange Program information will be performed for the previous 12 months, and when completed, will be made available to the membership by a notice, newsletter or similar communication or website posting by Operating Company:

- The number of Members enrolled in the Exchange Program as of the Audit Date.
- The number of Accommodations, facilities and timeshare plans in the Exchange Program as of the previous Audit Date. The audit will indicate whether an agreement was entered into by the developer, the Resort Manager, the Association of the Resort, by a Third Party or whether the Accommodations, facilities and timeshare plans are available by virtue of the Members’ participation in the Exchange Program.
- The number of Exchange Requests made and confirmed by the Exchange Program during the 12 months prior to the Audit Date.
- The number of Use Periods for which the Exchange Program has an outstanding obligation to provide an exchange to a Member who has deposited his or her Use Rights to the Exchange Program during the 12 months prior to the Audit Date in exchange for the right to reserve a Use Period in any future year.
- The percentage of confirmed Exchange Requests, if reported, would only be the summary of the Exchange Requests properly applied for in the year reported, and such percentage should not be relied upon to indicate the probabilities of a Member being confirmed to any specific choice or range of choices.

8. OTHER BENEFITS, SERVICES AND OPPORTUNITIES

In certain situations, Operating Company has the right to require a Member to utilise the “Deposit First” exchange method if Operating Company determines in its sole discretion that this is necessary for the efficient management of the Exchange Pool.

Operating Company may, in its sole discretion, make Other Redemption Opportunities available from time to time in the Exchange Pool and obtain said Other Redemption Opportunities from Third Parties. Operating Company shall not be required to make any such Other Redemption Opportunities available, but may do so to further the efficient management of the Exchange Pool.

Such Other Redemption Opportunities will be available to Members in accordance with the terms of the arrangements made by Operating Company. Additional fees may be charged for making an Exchange Request for any Other Redemption Opportunity. Other than the Exchange Program, Operating Company is not obligated to provide any additional exchange opportunities or provide any Other Redemption Opportunities.

Operating Company also reserves the right to offer Members varying benefits, services and opportunities with respect to each Tier Value, which benefits, services and opportunities may be modified, expanded or deleted at any time in Operating Company’s sole and absolute discretion.

Destination Xchange Weeks

PROGRAM TERMS AND CONDITIONS

2024

TERMS AND CONDITIONS

- 1. DEFINITIONS.....16
 - 1.1 "Accommodation"16
 - 1.2 "Association"16
 - 1.3 "Association Fee"16
 - 1.4 "Co-Owner"16
 - 1.5 "Declaration"16
 - 1.6 "Deposit First"16
 - 1.7 "Exchange Fee"16
 - 1.8 "Exchange Pool"16
 - 1.9 "Exchange Program"16
 - 1.10 "Exchange Program Documents"17
 - 1.11 "Exchange Program Enrolment Agreement"17
 - 1.12 "Exchange Request"17
 - 1.13 "Exchange Reservation"17
 - 1.14 "Guest Certificate"17
 - 1.15 "Home Resort"17
 - 1.16 "Legal Documentation Booklet"17
 - 1.17 "Managed Resort"17
 - 1.18 "Member"17
 - 1.19 "Member Guide"17
 - 1.20 "Membership Documents"17
 - 1.21 "Operating Company"18
 - 1.22 "Other Redemption Opportunity"18
 - 1.23 "Person"18
 - 1.24 "Primary Member"18
 - 1.25 "Qualifying Week"18
 - 1.26 "Request First"18
 - 1.27 "Reservation Rules"18
 - 1.28 "Resort"18
 - 1.29 "Resort Manager"18
 - 1.30 "Resorts Directory"18
 - 1.31 "Terms and Conditions"18
 - 1.32 "Third Party"18
 - 1.33 "Tier Value"18
 - 1.34 "Use Period"19
 - 1.35 "Use Rights"19
 - 1.36 "Use Year"19
- 2. THE EXCHANGE PROGRAM OPERATIONS.....19
 - 2.1 Confirmation of the Establishment of the Exchange Program19
 - 2.2 Commencement of Operations19
- 3. MEMBERSHIP.....19
 - 3.1 Membership Eligibility.....19
 - 3.2 Basis of Membership20
 - 3.3 Membership Status20
 - 3.4 Member Acts.....21
 - 3.5 Non-Transferability of Membership21
 - 3.6 Membership Name21

- 3.7 No Resale, Lease or Rental Assistance 21
- 3.8 Personal Use..... 21
- 3.9 Suspension of Membership..... 21
- 3.10 Termination of Membership in the Exchange Program 23
- 4. EXCHANGE REQUEST METHOD 23
- 5. ACCOMMODATIONS AND OTHER REDEMPTION OPPORTUNITIES 24
 - 5.1 General..... 24
 - 5.2 Additional Memberships and Classes of Membership..... 24
 - 5.3 Other Redemption Opportunities..... 24
 - 5.4 Withdrawal of Accommodations..... 24
- 6. EXCHANGE FEES..... 25
 - 6.1 Exchange Fee..... 25
 - 6.2 Currency..... 25
 - 6.3 Additional Resort Charges..... 25
 - 6.4 Deposit of Future Use Years..... 26
- 7. RIGHTS AND POWERS OF OPERATING COMPANY 26
 - 7.1 Evaluation of Tier Values..... 26
 - 7.2 Record of Members 26
 - 7.3 Amendment of Terms and Conditions..... 26
 - 7.4 Right to Act Unilaterally 27
 - 7.5 Unreserved Use Periods 27
 - 7.6 Profit of Operating Company 27
- 8. LIMITED LIABILITY OF OPERATING COMPANY 27
 - 8.1 Limitation on Liability 27
 - 8.2 No Liability for No Vacation..... 27
- 9. MEMBERSHIP IN OWNERS ASSOCIATIONS 28
 - 9.1 Association..... 28
- 10. MISCELLANEOUS 28
 - 10.1 Construction of Terms and Conditions 28
 - 10.2 Severability 28
 - 10.3 Notices and Operating Company Address..... 28
 - 10.4 Ratification by Members..... 29
 - 10.5 Trademarks..... 29
 - 10.6 Termination of the Exchange Program 29
- 11. DATA PROTECTION..... 29
 - 11.1 Use of Data 29
 - 11.2 Data Protection Policy..... 29

These Destination Xchange Weeks Program Terms and Conditions (the “Terms and Conditions”) have been adopted by Destination Xchange LLC, a Delaware limited liability company (“Operating Company”), the company that established the Destination Xchange Weeks Program (the “Exchange Program”). These Terms and Conditions govern the operation of the Exchange Program and provide for the rights, privileges, priorities, limitations and restrictions for use of the Exchange Program. These Terms and Conditions are for Members who own a Qualifying Week at a Managed Resort in Europe.

1. DEFINITIONS

As used herein, the following capitalised terms shall have the following meanings:

1.1 “Accommodation”

means the physical space in an apartment, condominium, villa, home, townhome, cabin, lodge or hotel or motel room, or any other private or commercial structure or facility, whether or not permanently affixed to real property, including a cabin on a cruise ship, yacht, or other similar vessel or a houseboat or a motor home at a Resort, available for use or occupancy by one or more individuals and made available to the Exchange Program by Operating Company, the Resort developer or the Resort management company or by a Third Party in agreement with Operating Company.

1.2 “Association”

means a timeshare club at a Managed Resort.

1.3 “Association Fee”

means any fee a Member is obligated to pay to the Member’s Association by virtue of such Member’s ownership of a Qualifying Week, including without limitation, recreational, maintenance and reserve fees, special assessments and ad valorem taxes.

1.4 “Co-Owner”

means an individual authorised by a Primary Member to make Exchange Requests.

1.5 “Declaration”

means the Association’s Constitution, Deed of Trust and Rules and Regulations by which the Association is established and governed.

1.6 “Deposit First”

means a method of Exchange Request whereby a Member deposits a Qualifying Week prior to making a reservation request.

1.7 “Exchange Fee”

means that exchange fees described in clause 6 of these Terms and Conditions which a Member may be required to pay to make an Exchange Reservation.

1.8 “Exchange Pool”

means the aggregation of all of the Use Rights and Other Redemption Opportunities which Operating Company has accumulated, classified, has available or has access to facilitate the completion of exchanges requested by Members and to facilitate the satisfaction of other obligations of Operating Company to Members.

1.9 “Exchange Program”

means the Destination Xchange Weeks Program which provides vacation, travel, exchange and other leisure benefits to its Members, and which is governed by these Terms and Conditions.

1.10 “Exchange Program Documents”

means those agreements and other documents governing the use and operation of the Exchange Program, including, but not limited to, these Terms and Conditions, the Legal Documentation Booklet, the Member Guide and any other agreements or documents utilised from time to time to establish, operate or describe the Exchange Program or to make Accommodations or Other Redemption Opportunities available to the Members, as such agreements and documents may be entered into, promulgated or amended, from time to time in Operating Company’s sole discretion.

1.11 “Exchange Program Enrolment Agreement”

means the agreement whereby an Owner of a Qualifying Week becomes a Member of the Exchange Program.

1.12 “Exchange Request”

means a Deposit First or Request First request to Operating Company that is made by or on behalf of a Member (by the Primary Member or a Co-Owner) for the use of Accommodations at a Resort or Other Redemption Opportunities in exchange for the Member relinquishing the Member’s Use Rights for a given Use Year relating to his or her Qualifying Week to the Exchange Program.

1.13 “Exchange Reservation”

means a confirmed reservation in an Accommodation following an Exchange Request.

1.14 “Guest Certificate”

means a certificate issued by Operating Company at the request of the Primary Member for use of an Exchange Reservation or Other Redemption Opportunity for a Guest not staying with the Primary Member or a Co-Member.

1.15 “Home Resort”

means the Resort where the Association is located in which a Member owns a Qualifying Week.

1.16 “Legal Documentation Booklet”

means the Destination Xchange Disclosure Guide, these Terms and Conditions, the Reservation Rules and Statement of Key Operating Statistics govern membership rights.

1.17 “Managed Resort”

means a Resort where Diamond or HGV is the developer and/or Resort Manager.

1.18 “Member”

means any Person who is entitled to the benefits of membership in the Exchange Program by reason of being the Owner of a Qualifying Week in an Association at a Managed Resort and having completed the relevant Exchange Program Enrolment Agreement or such other documentation as Operating Company requires.

1.19 “Member Guide”

means the manual describing how the Exchange Program is operated which includes the Resort Directory, as revised from time to time by Operating Company in its discretion.

1.20 “Membership Documents”

means the Legal Documentation Booklet, the Exchange Program Enrolment Agreement and the Member Guide.

1.21 “Operating Company”

means Destination Xchange LLC, a Delaware limited liability company, or one of its affiliates or subsidiaries, their successors and assigns.

1.22 “Other Redemption Opportunity”

means anything made available for Members, other than Accommodations, in exchange for the Use Rights associated with a Member’s Qualifying Week. These may include, but are not limited to travel-, leisure- or vacation-related products or benefits.

1.23 “Person”

means an individual, a corporation, a partnership, a trust, a limited liability company, a limited liability partnership or any other form of organisation recognised by applicable law.

1.24 “Primary Member”

means the first named individual on a membership who is authorised to exercise all rights of a particular membership.

1.25 “Qualifying Week”

means a week in an Association at a Managed Resort entitling the Owner to the use or occupancy of an Accommodation.

1.26 “Request First”

means a method of Exchange Request whereby the Member requests a reservation prior to depositing a Qualifying Week into the Exchange Program.

1.27 “Reservation Rules”

means the rules describing the procedures regarding a Member making Exchange Requests and Exchange Reservations with respect to Qualifying Weeks, as revised from time to time by Operating Company in its discretion.

1.28 “Resort”

means a Resort at which Accommodation has been made available for use in the Exchange Program from time to time.

1.29 “Resort Manager”

means the managing entity responsible for the operation of a Resort.

1.30 “Resorts Directory”

means any published or posted listing of the Resorts and Accommodations or Other Redemption Opportunities made available through the Exchange Program and, among other information, providing the Tier Value assigned to various Use Periods in such Accommodations or to obtain such Other Redemption Opportunities.

1.31 “Terms and Conditions”

means these Terms and Conditions, which set forth the terms, restrictions and conditions of the Exchange Program, as well as the obligations of Members, as the same may be amended from time to time by Operating Company in its discretion.

1.32 “Third Party”

means any Person other than Operating Company who is not a Member, including without limitation those who make Accommodations and Other Redemption Opportunities available to the Members through the Exchange Pool.

1.33 “Tier Value”

means the Tier Value assigned by Operating Company, in accordance with the Reservation Rules, to the Use Rights associated with each Member’s Qualifying Week and also to the

Accommodations at the Resorts in the Exchange Program. The current Tier Values are designated as follows: DX Tier 1, DX Tier 2, DX Tier 3, DX Tier 4, DX Tier 5 and DX Tier 6.

1.34 “Use Period”

means the period of time during which a Member has the right to use and occupy an Accommodation.

1.35 “Use Rights”

means those rights a Member or Operating Company has to use or occupy an Accommodation or to obtain an Other Redemption Opportunity, which rights are, in the case of each Member, attributable to his or her Qualifying Week, in accordance with the Declaration of the respective Association.

1.36 “Use Year”

means a calendar year or other period established by Operating Company for each membership type during which a Member may deposit the Use Rights associated with the Member’s Qualifying Week for inclusion in the Exchange Pool in accordance with these Terms and Conditions. The period established as the Use Year may vary for different membership types and may vary from the period set in a given Member’s Declaration for the use or redemption of his or her Use Rights relating to his or her Qualifying Week.

2. THE EXCHANGE PROGRAM OPERATIONS

2.1 Confirmation of the Establishment of the Exchange Program

Operating Company hereby reaffirms its establishment of the Exchange Program for the purpose of providing Owners of Qualifying Weeks with the opportunity to obtain membership in the Exchange Program which provides vacation, travel, exchange and other leisure benefits to its Members. The Exchange Program is not a corporation, legal entity or association of any kind. Instead, the Exchange Program is the service name given to the variety of exchange, reservation and use services and related benefits offered from time to time by Operating Company, together with such additional services as Operating Company may arrange through additional agreements with other service providers.

2.2 Commencement of Operations

The Exchange Program is operated and managed by Operating Company pursuant to the terms and provisions of these Terms and Conditions and the other Exchange Program Documents. Operating Company is expressly authorised to take any and all action as it deems appropriate to operate the Exchange Program, including without limitation, entering into relationships with the providers of Accommodation and the providers of Other Redemption Opportunities, admission of Members and the implementation of all exchange management systems.

3. MEMBERSHIP

3.1 Membership Eligibility

A purchaser becomes eligible to join the Exchange Program upon entering into a contract to purchase, or previously having purchased, a Qualifying Week. Operating Company is not the developer or seller of any Qualifying Weeks. The developer of a Managed Resort is also eligible to become a Member as provided below in this section with respect to such developer’s unsold inventory of Qualifying Weeks.

Other categories or classifications of membership may be created and utilised by Operating Company from time to time. Operating Company may require any eligible Person who

wishes to join the Exchange Program to complete the Exchange Program Enrolment Agreement appropriate for the membership being sought. The Members will have access through the reservation system operated pursuant to these Terms and Conditions to the Use Rights attributable to the Qualifying Weeks deposited or otherwise made available to Operating Company. Each Member relinquishes the Use Rights associated with the Member's Qualifying Week in a given Use Year once the Use Rights attributable in such Use Year have been deposited or made available to the Exchange Program.

The Membership Documents are separate from the Member's contract with the developer or seller regarding the purchase of the Qualifying Week. The Exchange Program is also separate and distinct from the local system or means by which use and occupancy of a Qualifying Week in an Association is allocated among Owners pursuant to the applicable Declaration.

The developer of any participating Managed Resort shall be granted a special status of membership, enabling the Use Rights attributable to blocks of developer Qualifying Weeks to be made available to the Exchange Program for the benefit of Members, including allowing some preemptory reservation selection privilege for Use Periods in exchange for such Use Rights. Such selection will be carefully monitored by Operating Company to reasonably ensure that the value of the Use Rights made available and the Use Periods selected in this manner are balanced in value and enhance the satisfaction level of the Members as a whole.

3.2 Basis of Membership

The terms under which any Member participates in the Exchange Program shall be established in the Legal Documentation Booklet and Exchange Program Enrolment Agreement. Membership in the Exchange Program is not a prerequisite to owning a Qualifying Week in a Resort. No purchaser or Owner of a Qualifying Week in a Resort shall become a Member of the Exchange Program automatically, merely by purchasing or owning such Qualifying Week. Membership requires the timely payment of Exchange Fee. Membership will last until terminated in accordance with the provisions of clause 3.10.

3.3 Membership Status

The rights of membership for a Member shall be available only so long as (i) the Exchange Program exists, (ii) the Member satisfies all membership requirements and is in good standing, both in the Exchange Program and at his or her Association, and (iii) the Member owns at least one Qualifying Week. Therefore, in the event that a Resort ceases to participate in the Exchange Program, the Members whose memberships are based upon Qualifying Weeks at such a Resort will no longer be able to continue membership in the Exchange Program, unless such a Member also has another Qualifying Week in a different Managed Resort.

Membership in the Exchange Program shall not be deemed to be included in the ownership of any Qualifying Week owned. Membership shall not be an interest in real property and shall not constitute any proprietary, voting or other right in or to the Exchange Program other than the membership rights set forth in these Terms and Conditions. No Member shall have any right to any of the assets of the Exchange Program or Operating Company either while a Member or upon termination.

The payment of Exchange Fees shall be the liability of the respective Member.

3.4 Member Acts

No Member shall have the authority to contract for or in the name of the Exchange Program, Operating Company or any other Member or to bind in any way the Exchange Program, Operating Company or any other Member.

3.5 Non-Transferability of Membership

Membership in the Exchange Program shall be personal to the Member and may not be voluntarily or involuntarily assigned or conveyed regardless of whether the purported assignment or conveyance is to the successor in interest to such Member's Qualifying Week. A Member who no longer owns any Qualifying Week will no longer be a Member. Operating Company shall not recognize any assignee or transferee with respect to any membership rights which would have been recognized with respect to the assignor/transferor Member. The new Owner of a Qualifying Week previously subject to these Terms and Conditions will not automatically become a Member, but must apply for membership as a new Member. Accordingly, any new Owner must be approved by Operating Company and must satisfy any other eligibility requirements, as established by Operating Company from time to time, which may include a requirement to execute a Exchange Program Enrolment Agreement.

3.6 Membership Name

For each membership, there shall be only one Primary Member who shall be an individual and who shall have the right to exercise all membership rights except as provided in this section. An individual may be the Primary Member with respect to more than one Qualifying Week. The Primary Member for each membership shall be identified in the respective Exchange Program Enrolment Agreement and will be the first named Member.

If ownership of a Qualifying Week is held by multiple individuals, or in other legal forms, such as a corporation, partnership, limited liability company or trust, then such Owners must identify one individual as the Primary Member to exercise the membership rights with respect to such Qualifying Week. The Primary Member shall be initially identified in the Exchange Program Enrolment Agreement but may be changed subsequently by separate written documents. The Primary Member may identify by separate written documents the names of not more than three additional Co-Owners from whom Operating Company may take direction in connection with making reservations and exercising other membership rights. Operating Company may charge an administrative fee for each time it is requested to establish or change such designations. In the event of a dispute or contradictory directions from one or more Co-Owners, the directions of the Primary Member shall be final.

3.7 No Resale, Lease or Rental Assistance

Operating Company has no obligation to assist a Member with the resale, lease or rental of his or her Qualifying Week.

3.8 Personal Use

Joining the Exchange Program should not be done for investment purposes, financial gain or for commercial use, but for the sole purpose of personal use and enjoyment.

3.9 Suspension of Membership

In the event of the following occurrences, Operating Company may suspend all membership rights of a Member until the reason for suspension has been removed or said membership is terminated:

- (a) Upon a breach of any provision of these Terms and Conditions by a Member, including, but not limited to, failure to pay in a timely manner all Exchange Fees or a breach of the restrictions on Member Rentals in accordance with the Reservation Rules; or
- (b) Upon the failure of a Member to pay his or her Association Fees in a timely fashion; or
- (c) Upon the failure of a Member to make timely payments relating to any mortgage, security agreement or purchase contract obligation pertaining to the Qualifying Week of such Member which forms the basis for his or her membership in the Exchange Program; or
- (d) Upon the determination by Operating Company that the Member's conduct constitutes conduct unbecoming of a Member of the Exchange Program. The decision of Operating Company shall be final. Examples of unbecoming conduct may include, but shall not be limited to, criminal behavior or threats and verbal abuse. A suspension under this section 3.9(d) shall normally be for a minimum of one year. Certain serious acts may also result in termination of membership with no option to reinstate. Operating Company may also recommend to the Association in which the suspended Member owns a Qualifying Week that it take appropriate disciplinary action against the suspended Member; or
- (e) Upon the occurrence of an event of a loss or casualty or upon the taking by eminent domain/expropriation, making Accommodations in the Resort to which a Member's Qualifying Week relates unavailable. The suspension shall remain in effect while the decision to rebuild is being made by the Resort Manager or other appropriate entity and while reconstruction or repair is in progress. Under such circumstances, when the unavailable Accommodations again become available for occupancy, the membership privileges of those Members whose privileges had been temporarily suspended will be reinstated.

Operating Company also reserves the right to suspend the membership rights of a Member for such other reasons as Operating Company, in its sole discretion, determines to be in the best interests of the Exchange Program.

Except where required by law, Operating Company is under no obligation to give any notice to the Member whose membership rights have been suspended of the occurrence of the event causing such suspension or that his or her membership rights have been suspended.

During a suspension of membership rights, such Member may not make any Exchange Requests or Exchange Reservations, and Operating Company may cancel any confirmed Exchange Reservations previously made by such Member for any Use Year during which the suspension applies. During such suspension, however, any Use Rights previously deposited with the Exchange Program shall remain in the Exchange Pool. A Member subject to suspension may be reinstated by Operating Company upon the full correction of the defects or unbecoming conduct causing suspension.

The suspension of membership rights will be followed by reinstatement or by termination in accordance with section 3.10.

3.10 Termination of Membership in the Exchange Program

In the event of one or more of the following occurrences, the applicable Member's membership in the Exchange Program shall automatically terminate, effective as of the applicable date indicated below:

- (a) Upon the date of the voluntary or involuntary assignment or conveyance of ownership of such Member's Qualifying Week whether by action of the Owner or by operation of law or through foreclosure or other enforcement of lien rights or security interests, unless such transaction was subject to exceptions adopted by Operating Company in its sole discretion;
- (b) Upon the date a Resort ceases to participate in the Exchange Program in which such Member had his or her Qualifying Week;
- (c) Upon the date of the decision by the Resort Manager of a Resort to eliminate or terminate such Member's Qualifying Week as the result of a fire or other casualty or taking by eminent domain/expropriation which results in the elimination of one or more Accommodations from such Resort, all in accordance with the applicable Declaration;
- (d) Upon the date of termination of a Qualifying Week, if such Qualifying Week was the only basis for such Member's membership in the Exchange Program;
- (e) Upon the date of termination of the Exchange Program by Operating Company on 30 days written notice;
- (f) Upon the expiration of thirty (30) days (or such longer period of time determined by Operating Company) following the date written notification (which notification may be included in a notice of termination of the underlying Qualifying Week) of suspension of membership rights has been provided to a Member where such Member has failed to cure or make acceptable arrangements to cure the reasons for such suspension; or
- (g) Upon the date of voluntary withdrawal of a Member or the Member's personal representative from the Exchange Program by giving 30 days written notice.

After the date of membership termination, such terminated Member shall not be entitled to enjoy the rights and benefits of the Exchange Program, and the Use Rights associated with such terminating Member's Qualifying Weeks that have been deposited in the Exchange Pool shall not be available to such Member. With respect to any eligible Person who was previously a Member and desires to once again become a Member, Operating Company reserves the right to require said Member to complete a new Exchange Program Enrolment Agreement appropriate for the membership being sought. Notwithstanding anything contained in this section 3.10 to the contrary, any confirmed Exchange Reservations for Members that had their membership in the Exchange Program terminated pursuant to sections 3.10(b) will be honoured if confirmed prior to the date the membership is terminated.

4. EXCHANGE REQUEST METHOD

Operating Company has implemented a Request First and Deposit First exchange method. Operating Company reserves the right to amend the Reservation Rules and these Terms and Conditions in Operating Company's sole and absolute discretion. The Reservation Rules sets forth the detailed exchange procedures, rules and regulations to which all Members are bound.

5. ACCOMMODATIONS AND OTHER REDEMPTION OPPORTUNITIES

5.1 General

Operating Company has established a network of Resorts available for the Exchange Program. Operating Company is not obligated to have any particular number of Resorts in the Exchange Program.

5.2 Additional Memberships and Classes of Membership

There is no cap on the number of Members who can join the Exchange Program and Operating Company does not undertake to maintain any particular number of Members from time to time. The Exchange Program will be managed in such a manner as to encourage additional memberships, which in turn will increase the Use Periods in Accommodations available in the Exchange Pool. The addition of more Members will increase the Use Periods in Accommodations available, but will also increase the number of Persons attempting to utilise Accommodations. Operating Company may also establish additional types of memberships, including but not limited to tiering based on number of Qualifying Weeks owned and other loyalty-based Member characteristics and limited memberships which only allow use of certain Resorts. Operating Company reserves the right, in its discretion, to make certain Resorts only available to certain classes of membership.

5.3 Other Redemption Opportunities

Operating Company may, in its sole discretion, from time to time make Other Redemption Opportunities available in the Exchange Pool and obtain said Other Redemption Opportunities from Third Parties. Operating Company shall not be required to make any such Other Redemption Opportunities available or continue to do so, but may do so to further the efficient management of the Exchange Pool. The cost of providing such Other Redemption Opportunities may incur an additional administration charge, as Operating Company may determine in its sole discretion.

5.4 Withdrawal of Accommodations

Operating Company may withdraw one or more Accommodations at a Resort, or suspend or terminate the agreement with a Resort under any one of the following conditions:

- (a) Failure of management of a Resort to maintain sufficiently high standards of quality in the maintenance and operation, resulting in a consistent pattern of dissatisfaction of Members.
- (b) Destruction or condemnation of part or all of a Resort, thus rendering such Resort unsuitable for use by Members.
- (c) Termination of the Declaration or expiration of the leasehold or “right to use” interest relating to some or all of the Accommodations or amenities at a Resort, thus rendering such Resort unsuitable for use by Members.
- (d) Any other circumstances which might cause a Resort or its Accommodations to become unavailable or unsuitable for Member use, such as the termination of an affiliation, bank deposit or block exchange agreement or any other factors which may be out of the Member’s control as Operating Company deems appropriate in its sole discretion.
- (e) In the event that Exchange Program is terminated, such event will result in the withdrawal of all Accommodations.

In the event of occurrence of any of the circumstances which results in the withdrawal of Accommodations, excluding termination of the Exchange Program, Operating Company shall use commercially reasonable efforts to make available alternative

Use Periods for Members whose reservations must be cancelled, but Operating Company is under no obligation whatsoever to satisfy any specific request, nor to reimburse Members for expenses or inconvenience incurred in changing their vacation plans. Members whose Use Rights relate to Accommodations that have been withdrawn from the Exchange Program will be subject to suspension and will be subject to conditions as outlined in section 3.9.

6. EXCHANGE FEES

6.1 Exchange Fee

An Exchange Fee will be charged each time a Member makes an Exchange Request. The amount of the Exchange Fee shall be established each year (or otherwise periodically) as determined by Operating Company. A Standard Exchange Fee is payable where a Member makes an Exchange Request for the right to occupy alternative Accommodations at a Resort in the Exchange Pool which has the same or a lesser Tier Value as the Use Rights associated with the Qualifying Week deposited. Alternatively, where a Member makes an Exchange Request for alternative Accommodation at a Resort in the Exchange Pool, which has a higher Tier Value than the Member's Use Rights associated with the Qualifying Week deposited, then the Member must pay the Standard Exchange Fee and the applicable Upgrade Fee. Further details of Upgrade Fees can be found in the Members Guide and online at hiltongrandvacations.com.

Exchange Fees may be different for different classes of membership. Operating Company shall determine the Exchange Fees for each class of membership and shall update the amount on an annual basis or at such other time as Operating Company may deem appropriate in its sole discretion.

A Member who deposits the Use Rights associated with more than one Qualifying Week must pay a separate Exchange Fee with respect to each deposit of Use Rights.

In certain instances upon check-in to a Resort, additional taxes, surcharges and fees may be required to be paid as a condition of stay in accordance with applicable local, county, state or other governmental mandates. Such taxes, surcharges and fees shall be the Member's responsibility for payment in accordance with such jurisdictional laws.

6.2 Currency

Exchange Fees shall be payable in currency designated by Operating Company. All exchange rates shall be determined by and acceptable to Operating Company where payment is made in another currency but accepted by Operating Company. Members shall bear all risk relating to fluctuations in the value of currency.

6.3 Additional Resort Charges

Operating Company will use reasonable endeavours to inform Members in advance of additional charges they may face in visiting any particular Resort for use of Resort facilities and services or in using any particular Other Redemption Opportunity. Each Member acknowledges that he or she is responsible for researching all such additional charges in advance and that Operating Company shall not be responsible for such additional charges in any event. A Member may be subject to a housekeeping fee at a Resort during such Member's Use Period if the services requested by that Member exceed the housekeeping services provided.

In certain instances upon check-in to a Resort, additional taxes, surcharges and fees may be required to be paid as a condition of stay in accordance with applicable local, county, state

or other governmental mandates. Such taxes, surcharges and fees shall be the Member's responsibility for payment in accordance with such jurisdictional laws.

6.4 Deposit of Future Use Years

- (a) In the event that a Member makes a Deposit First Request in which the Member is to deposit the Use Rights associated with his/her Qualifying Week for a particular future Use Year, Operating Company will require the Member to have paid the estimated Association Fees for such future Use Year prior to issuing a confirmation with respect to the Exchange Request.
- (b) In the event that the Associations Fees charged to the Member in accordance with section 6.4(a) are lower than the actual Associations Fees published by the applicable Association, the Member will be required to pay the amount of the difference within 30 days of the due date in order to remain a Member in good standing.

7. RIGHTS AND POWERS OF OPERATING COMPANY

Operating Company shall, without limiting the other rights and powers set forth in other provisions of these Terms and Conditions, have the rights and powers set forth in this clause 7.

7.1 Evaluation of Tier Values

Operating Company may periodically evaluate the demand by Members for the various Accommodations and Other Redemption Opportunities and thus manage the Exchange Pool through demand balancing which may cause a re-grading in terms of Tier Value required to reserve any particular Use Periods, Accommodations or Other Redemption Opportunities. Operating Company reserves the right to offer Members varying benefits, services and opportunities with respect to each Tier Value, which benefits, services and opportunities may be modified, expanded or deleted at any time in Operating Company's sole and absolute discretion.

7.2 Record of Members

Operating Company may maintain a record of the names of all Members; however, no Member shall have the right to inspect, copy or otherwise view the record of the names of all Members. Operating Company shall be prohibited from allowing any Member or Third Party from viewing such record of the names of all Members unless required by a governmental agency responsible for the regulation of the Exchange Program.

7.3 Amendment of Terms and Conditions

Operating Company may amend some or all of these Terms and Conditions from time to time in any way in its sole and absolute discretion and such modifications shall be effective upon creation. Such changes will not, however, be effective as to an existing Member until the membership has been informed of such changes by a website posting or similar communication by Operating Company, in its sole discretion. Any amended version of the Legal Documentation Booklet and/or Member Guide may be distributed to the Members by Operating Company by website posting, unless a Member makes a specific request in writing to have the documents delivered in a paper form. In the event Operating Company elects to distribute changes to Legal Documentation Booklet and/or Member Guide to the Members using a website posting, Operating Company is not obligated to provide additional notice to the Members that such changes have been posted on the website. Operating Company will primarily inform membership of changes and amendments to Exchange Program Documents as contemplated by this section by website posting; all

Members have the obligation to check the Exchange Program's website regularly for changes to any Exchange Program Documents.

7.4 Right to Act Unilaterally

Operating Company may act through its officers, employees and authorised agents and representatives regarding its operation and management of the Exchange Program and in no circumstance shall it be required to first obtain either the advice or the consent of the Members. Operating Company may, however, voluntarily seek the consent or advice of some or all of the Members. Any action of Operating Company pursuant to the terms of these Terms and Conditions, any other Exchange Program Documents or otherwise shall be taken unilaterally and in its sole and absolute discretion.

7.5 Unreserved Use Periods

Operating Company shall monitor the level and distribution of deposited Use Periods in Accommodations that have not been reserved 45 days preceding the first day of the Use Period and shall exercise its discretion in the overall best interest of the Exchange Program and the Members as a whole as to the use of such unreserved Use Periods. Operating Company may make such Use Periods available for rental to the Members and on an external basis, or Operating Company may use such Use Periods for its own purposes, including but not limited to, inspection, promotional use, rental to support Other Redemption Opportunities and other Operating Company programs or any other purpose as Operating Company may determine. Provided, however, that any such rental or use shall only be permitted by Operating Company if there are adequate Use Periods taken as a whole and across the Use Year to meet the needs of Members for reservations of Use Periods during such Use Year.

7.6 Profit of Operating Company

Operating Company has the right to make a profit with regard to its management and operations of the Exchange Program.

8. LIMITED LIABILITY OF OPERATING COMPANY

8.1 Limitation on Liability

In the event of any loss or damage sustained by a Member through the use of the Exchange Program, any liability of the Exchange Program, Operating Company or its respective officers, directors, shareholders, managers, members or employees, for such loss or damage will be limited to the amount of the Exchange Fee paid by the Member for the Use Year in which the loss occurred. In no event shall the Exchange Program, Operating Company or its respective officers, directors, shareholders, managers, members or employees be liable for special, consequential or punitive damages. Where required by law, the limitations contained in this clause do not apply to loss or damage sustained by a Member as a result of death or bodily injury caused by negligence or fraud.

8.2 No Liability for No Vacation

The exchange membership program of the Exchange Program works on a space-available, first-come, first-served basis for available Use Periods in Accommodations and a first-come, first-served basis for Other Redemption Opportunities, subject to the exchange reservation request timelines set forth in the Reservation Rules and other procedures outlined within these Terms and Conditions or other privilege given to certain classes of membership. There is no assurance to any Member that there will be an Accommodation available for the Use Period desired by such Member or, alternatively, sufficient quantities or availability of any particular Other Redemption Opportunity desired by such Member. Additionally, the

Member shall not expect to reclaim, in any year, a Use Period in Accommodations covered by his or her Qualifying Week once deposited, except in the event such Accommodation was available after following normal Terms and Conditions to complete an Exchange Reservation. Operating Company shall not be liable in the event a Member is not able to make an Exchange Reservation for an Accommodation or to obtain an Other Redemption Opportunity in order to complete an exchange.

9. MEMBERSHIP IN OWNERS ASSOCIATIONS

9.1 Association

All Members must remain members in good standing of all Associations that govern their respective Qualifying Week, as applicable.

10. MISCELLANEOUS

10.1 Construction of Terms and Conditions

Operating Company shall have the sole right and authority to interpret these Terms and Conditions, provided that nothing contained herein shall preclude Operating Company or any Member from the right to judicial construction of any of the terms of these Terms and Conditions. In the event of any conflict between the terms and provisions of these Terms and Conditions and any other of the Exchange Program Documents, the terms and provisions of these Terms and Conditions shall, in all instances, control and prevail. These Terms and Conditions shall be construed in accordance with the laws of England and Wales and the non-exclusive jurisdiction of the English courts. These Terms and Conditions shall be interpreted liberally in favour of an interpretation which will give these Terms and Conditions full force and effect. Any Member or other Person who commences an action at law or in equity or an administrative action or proceeding against or involving the Exchange Program or Operating Company shall pay their own legal fees and all litigation and other costs incurred in connection therewith.

10.2 Severability

In the event any one or more of the phrases, sentences, clauses or paragraphs contained in these Terms and Conditions should be invalid, these Terms and Conditions shall be construed as if such invalid phrase or phrases, sentence or sentences, clause or clauses, and paragraph or paragraphs had not been inserted, and the remaining provisions will therefore be valid and fully enforceable in accordance with the terms thereof.

10.3 Notices and Operating Company Address

Any written notice required to be given under these Terms and Conditions and the other Exchange Program Documents is to be delivered electronically by email to said Member's email address or by posting on Operating Company's website; and to Operating Company's address herein below or as may be changed by Operating Company by written notification to the Members of the same. Unless otherwise stated in these Terms and Conditions, every notice so given shall be effective from the earlier of the date of the email, posting, or mailing of such notice, as the case may be, and such date shall be the date such notice is deemed given for all purposes. It shall be each Member's obligation to notify Operating Company in writing of any change to said Member's email address. All written notices from Operating Company delivered to a Member using the Member's email address properly on file with Operating Company shall be deemed to be received by the Member upon delivery by Operating Company regardless of whether the Member's email

address is current and accurate. Members do have a right to file a written request to have notifications and Exchange Program Documents delivered in paper form.

The address of Operating Company for purposes of notice hereunder shall be 6355 MetreWest Boulevard, Suite 180, Orlando, FL32835, or such other address as may be identified in the Resorts Directory.

10.4 Ratification by Members

By executing his/her/its Exchange Program Enrolment Agreement, each Member shall be deemed to have ratified, confirmed and agreed to be bound by the terms and provisions of the Legal Documentation Booklet as may be amended from time to time.

10.5 Trademarks

Diamond Resorts International, Diamond Resorts, Hilton Grand Vacations, Hilton Grand Vacations Club, Hilton Vacation Club and the Destination Xchange Program are trademarks which are registered in certain jurisdictions and pending registration in others and may not be used without prior written permission of Operating Company. Other brand names may be trademarks of their respective Owners.

10.6 Termination of the Exchange Program

Operating Company reserves the right to terminate the Exchange Program in its sole and absolute discretion.

11. DATA PROTECTION

11.1 Use of Data

In accordance with the General Data Protection Regulation (EU 2016/ 679) and the Data Protection Act 2018, Operating Company would like to inform Members that together with Diamond and HGV they will hold data provided by Members so that Members details and requirements can be processed and Members accounts maintained. The Operating Company will use Members personal information to enable Operating Company to complete reservations, service Exchange Requests and administer Destination Xchange memberships.

11.2 Data Protection Policy

A full copy of Diamond's and HGV's Data Protection Policy including information about Members rights in relation to the processing of their data, is available on hiltongrandvacations.com or alternatively by contacting Exchange Program Reservations at Citrus House, Caton Road, Lancaster, LA1 3UA, by telephoning us on 0345-401-8004 or by emailing destinationxchangeeu@hgv.com

Destination Xchange Weeks

RESERVATION RULES

2024

RESERVATION RULES

- 1. DEFINITIONS.....33
- 2. SPECIFIC RESERVATION RULES GENERAL.....33
 - 2.1 Specific Reservation Rules.....33
 - 2.2 Tier Value and Relative Value.....33
 - 2.3 Exchange Request Method.....35
 - 2.4 Reservations Procedures and Priorities35
 - 2.5 Cancellations, Alterations and No-Shows38
 - 2.6 Payment of Exchange Fees39
 - 2.7 Member Rentals39
 - 2.8 Occupation of Accommodations and Use of Other Redemption Opportunities.....40
 - 2.9 Guest Certificates41
 - 2.10 Miscellaneous42

THESE RESERVATION RULES (the “Reservation Rules”) have been adopted by Destination Xchange LLC, a Delaware limited liability company (hereinafter referred to as “Operating Company”), and the company that established the Destination Xchange Weeks Program (hereinafter referred to as the “Exchange Program”). These Reservation Rules govern the operation of the Exchange Program and provide for the rights, privileges, priorities, limitations and restrictions for reserving Use Periods in available Accommodations at Resorts and obtaining Other Redemption Opportunities. These Reservation Rules apply to Members who own a Qualifying Week at a Managed Resort in Europe.

1. DEFINITIONS

As used herein, defined terms shall have the meanings accorded to said terms in the Exchange Program Terms and Conditions (the “Terms and Conditions”).

2. SPECIFIC RESERVATION RULES GENERAL

2.1 Specific Reservation Rules

2.1.1 These Reservation Rules establish the guidelines for Members in connection with the use of benefits as may be offered from time to time and under prices, Terms and Conditions established by or through the Exchange Program.

2.1.2 Membership is governed by the provisions of the Terms and Conditions.

2.1.3 All Members of the Exchange Program shall be bound by the terms of these Reservation Rules upon becoming a Member.

2.1.4 These Reservation Rules may be modified or deleted, and additional rules may be added by Operating Company from time to time which Operating Company, in its sole discretion, determines will be for the principal purpose of improving upon the quality and operation of the Exchange Program and furthering the collective enjoyment of the use of Accommodations and Other Redemption Opportunities by present and future Members as a whole. While all such alterations and additions shall be effective immediately upon creation, such changes will not, however, be effective as to an existing Member until the membership has been informed of such changes. Any amended version of any Exchange Program Documents may be distributed to the Members by Operating Company by website posting, unless a Member makes a specific request in writing to have the Exchange Program Documents delivered in a paper form. In the event Operating Company elects to distribute changes to Exchange Program Documents to the Members using a website posting, Operating Company is not obligated to provide additional notice to the Members that such changes have been posted on the website. All Members have the obligation to check the Exchange Program’s website regularly for changes to any Exchange Program Documents.

2.2 Tier Value and Relative Value

2.2.1 Operating Company shall utilise Tier Values within the Exchange Program. Each of the Use Rights for a Qualifying Week made available to the Exchange Program by Members will be graded and assigned a Tier Value by Operating Company to quantify the relative trading power of such Use Rights made available by the Member. The grading and Tier Value designation of the Use Rights for a Qualifying Week by Operating Company will depend on numerous criteria as determined by Operating Company in its sole discretion, and may include such factors as the location, size, capacity, floor level, view, costs of construction and relative quality

of the Accommodation or Accommodations to which such Use Rights relate; the amenities of the Resort and the local area; the season of the year in which the Use Rights may be used; permissible commencement dates; and such other factors as Operating Company may determine to be appropriate from time to time in its sole discretion.

- 2.2.2** The Use Periods in Accommodations available to Members for reservation from the Exchange Pool and the Other Redemption Opportunities available through the Exchange Program shall also be graded and assigned Tier Values by Operating Company to quantify the relative values of each Use Period and each Other Redemption Opportunity. In addition to the criteria listed above for grading Use Rights, the grading of the Use Periods in Accommodations may also include the demand factors which Operating Company must evaluate when managing the inventory of the Exchange Pool. In grading Other Redemption Opportunities, Operating Company, in its sole discretion, shall designate a Tier Value for each such Other Redemption Opportunity taking into account the economics and circumstances of providing such Other Redemption Opportunity to the Members and such other factors as Operating Company may from time to time deem appropriate.
- 2.2.3** Operating Company expects to conduct the assessment and grading of Accommodations and Other Redemption Opportunities such that under normal circumstances the grading, as expressed in Tier Value designations and published to Members, should not need to be revised, subject to the permitted temporary discounting of a particular Accommodation or Other Redemption Opportunities for the effective management of the Exchange Pool. From time to time, however, Operating Company may, having examined the best available evidence and having exercised its reasonable business judgment in good faith, consider that non-temporary adjustments to the grading of a Resort, of a particular Accommodation or Accommodations, of a specific Use Period or Periods or of a particular Other Redemption Opportunity, need to be made in order to preserve the general integrity of the system. Operating Company shall also be permitted to increase the relative Tier Value for Accommodations and Other Redemption Opportunities to reflect upgrading, increased quality and new construction. For example, Operating Company may need to balance supply and demand by increasing the relative Tier Values for Use Periods in times or areas of consistently higher than anticipated demand, or by decreasing the relative Tier Value for Use Periods in times of or areas of consistently lower than anticipated demand. Where such non-temporary adjustments to Tier Values are made, Operating Company shall not be obligated to offset an overall increase in grading by a corresponding decrease elsewhere within the system, and vice versa. In order to balance demand for Accommodations and Other Redemption Opportunities available through the Exchange Pool, the minimum Tier Value required to reserve a particular Accommodation or Other Redemption Opportunity may be temporarily reduced or increased by Operating Company in its sole discretion.
- 2.2.4** Where a non-temporary re-grading of Tier Values for a Use Period or Periods at a Resort occurs, the Tier Value designation periodically allocated to such Use Period or Use Periods at the Resort shall be increased or decreased to reflect the re-grading of the Use Rights. The revised Tier Value designation shall apply for the first complete Use Year following the re-grading. Operating Company shall notify all Members

affected by any such changes by such means as Operating Company considers expedient following its decision to re-grade the relevant Use Period or Periods, including by website posting, notice, newsletter or other similar communication.

2.3 Exchange Request Method

Operating Company has implemented a Request First and Deposit First exchange method for Member's utilisation of the exchange privilege granted as part of the Exchange Program.

2.3.1 With the Request First method, Members will have the right to search, either electronically or otherwise as determined by Operating Company, all Accommodations and Other Redemption Opportunities available for exchange in the Exchange Pool prior to depositing a Qualifying Week to the Exchange Pool, and will not be required to give up the Member's Use Right for the Accommodations associated with their Qualifying Week until an Exchange Reservation has been subsequently confirmed. Upon confirmation, however, all of Member's Use Rights submitted with the Exchange Request shall be automatically relinquished and immediately assigned to the Exchange Program for deposit in the Exchange Pool as directed by Operating Company. When a Member submits a request for an Exchange Reservation, the Member will be required to pay an Exchange Fee in accordance with clause 6 of the Terms and Conditions which will include the Standard Exchange Fee and any applicable Upgrade Fee.

2.3.2 With the Deposit First method, Members will have the right to deposit, either electronically or otherwise as determined by Operating Company, a Qualifying Week in the Exchange Pool prior to submitting an Exchange Request. Once the Qualifying Week is deposited with the Deposit First method, a Member relinquishes the Member's Use Right for the Accommodations associated with their Qualifying Week. A Member then has five (5) years from the commencement date of the Qualifying Week deposited to make an Exchange Reservation.

2.3.3 Deposits of Use Rights may only be submitted to the Exchange Company with a Member's Use Rights for Accommodations in one-week increments. Members that own a Use Right relating to a floating use Qualifying Week must first secure a specific reservation at their Home Resort prior to including the Use Right in an Exchange Request. When Use Rights are deposited, all rights to use the one-week increment deposited are immediately assigned to the Exchange Program. Deposits of Use Rights are final and cannot be rescinded. If the Member depositing such Use Rights later desires to reserve such Use Rights, the Member may only reserve such Use Rights if the Use Rights are still available in the Exchange Pool and if the Member pays an Exchange Fee.

2.3.4 Operating Company reserves the right, at any time and in any circumstance, to amend the Exchange Request methods if Operating Company determines in its sole discretion that this is necessary for the efficient management of the Exchange Pool.

2.4 Reservations Procedures and Priorities

2.4.1 For each Use Year, a Member can submit an Exchange Request with respect to the Use Rights in the Member's Qualifying Week for that Use Year for one or more Use Periods in Accommodations or to obtain one or more Other Redemption Opportunities available in the Exchange Pool. No Member can make an Exchange Request or obtain an Other Redemption Opportunity, unless such Member has

paid all applicable Association Fees with respect to his or her Qualifying Week and is otherwise in good standing with the Exchange Program.

- 2.4.2** All Exchange Reservations are confirmed subject to availability and on a first-come, first-served for available Use Periods in Accommodations, subject to the exchange reservation request timelines and other procedures outlined in these Reservation Rules or other privilege given to certain classes of membership. The longer a Member waits to submit an Exchange Request and make an Exchange Reservation, the more likely it is that the opportunities to reserve a Use Period in the available Accommodations will not meet the Member's desires.
- 2.4.3** As there may be limited availability or quantities of the various Other Redemption Opportunities, all Exchange Requests for Other Redemption Opportunities will likewise be confirmed on a first-come, first-served basis, subject to all rules and conditions applicable to each Other Redemption Opportunity as set forth in the Resorts Directory or any other materials which Operating Company distributes relating to such Other Redemption Opportunity. As with Use Periods and Accommodations, confirmation of Exchange Requests for specific Other Redemption Opportunities will be subject to availability.
- 2.4.4** A Member may submit an Exchange Request relating to any desired Use Period at and any Resort, regardless of the Resort, season and unit type, so long as the Use Period requested is the same Tier Value or a lower Tier Value as that assigned to the Use Rights associated with a Member's Qualifying Week to deposited and pays the Standard Exchange Fee. A Member who owns a Qualifying Week designated as Tier Value 4 or 5 or 6 may also submit an Exchange Request for two (2) Use Periods with lower Tier Values than the Tier Value of the Qualifying Week deposited subject to payment of the Exchange Fee on each Exchange Request, e.g., a Member who owns a Qualifying Week designated as Tier Value 5 may submit an Exchange Request for two (2) Use Periods in Tier Values 1, 2, 3 or 4.

Additionally, a Member may submit an Exchange Request to exchange their Use Right for a Use Period in a higher Tier Value than the Tier Value for the deposited Use Rights upon payment of the Standard Exchange Fee, the applicable Upgrade Fee.

- 2.4.5** A Member may request to travel with a number of people equal to the maximum occupancy relating to the Accommodation for the Use Period.
- 2.4.6** Exchange Requests for a Use Period in an Accommodation or an Other Redemption Opportunity will be taken on a first-come, first-served basis in accordance with the Tier Value assigned to the Use Rights associated with a Member's Qualifying Week. Operating Company's ability to confirm an Exchange Request and make an Exchange Reservation is dependent upon the availability of the desired Use Periods and Accommodations or the requested Other Redemption Opportunities. There is no guarantee that any particular Member will be able to obtain an Exchange Reservation for an Accommodation or Other Redemption Opportunity that is desirable to the Member. All Exchange Requests are subject to the exchange reservation request timelines and other procedures outlined within these Reservation Rules. Operating Company reserves the right, in its discretion, to make certain Resorts only available to certain classes of membership.
- 2.4.7** Except as these Reservation Rules or the Terms and Conditions governing Other Redemption Opportunities may otherwise specifically provide, the use

and occupancy of Accommodations or the obtaining of an Other Redemption Opportunity that a Member reserves in exchange for the Member's deposited Use Rights associated with the Member's Qualifying Week must occur within five (5) calendar years of the first day of the Use Period deposited.

- 2.4.8** All Exchange Requests for reservations must be made online, or such other methods, as may be advised by Operating Company from time to time, to the reservation department ("Exchange Program Reservations"). Operating Company will, in materials to be made available from time to time, notify Members of website addresses and other access information for Exchange Program Reservations appropriate to their place of domicile.
- 2.4.9** Exchange Program Reservations shall have complete discretion to refuse to confirm any specific Exchange Request if Exchange Program Reservations determines that confirming such Exchange Request would be contrary to the intent of these Reservation Rules or to the best interests of the Members generally.
- 2.4.10** The earliest that Members can deposit the Use Rights associated with their Qualifying Week into the Exchange Program is up to twenty-four (24) months in advance of the start date of the Use Rights being deposited, subject to the specific reservations rules for the Association in which the Member owns the Qualifying Week. Deposits can be made up to the day before the start date of the Use Rights being deposited. A Late Deposit Fee will be charged in the following circumstances: For Use Rights associated with Qualifying Weeks in Tier 1 and Tier 2, deposits can be made up to 90 days prior to arrival before the Late Deposit Fee applies. For Use Rights associated with Qualifying Week in Tier 3 and Tier 4, deposits can be made up to 30 days prior to arrival before the Late Deposit Fee applies. For Use Rights associated with Qualifying Weeks in Tier 5 and Tier 6, deposits can be made up to 14 days prior to arrival before the Late Deposit Fee applies. The Late Deposit Fee is currently £150/€165 and shall be charged in addition to the Exchange Fee.
- 2.4.11** Operating Company may make available Use Periods of durations less than seven days at certain Resorts to the extent such action is consistent with the efficient management of the Exchange Pool and acceptable to the respective Association. Any Member reserving a Use Period of less than seven days may be charged additional cleaning fees.
- 2.4.12** To effectively manage the inventory in the Exchange Pool, Operating Company shall be entitled, but not obligated, to:
- (a)** Discount the Tier Value normally required for some or all Resort offerings for late availability space and Other Redemption Opportunities as Operating Company deems expedient or prudent; or offer varying the Tier Value of certain Accommodations or Resorts if Operating Company considers that inventory utilisation may be increased or Operating Company considers that such action is necessary or beneficial to the overall management of the Exchange Pool, and
 - (b)** Reserve available Use Periods in Accommodations during the final 45 days preceding the first day (or last day, as determined by Operating Company) of the Use Period and obtain Other Redemption Opportunities. Where Operating Company determines, in its reasonable judgment, that the Members will not or may not be making use of these Use Periods and that there will be adequate Accommodations for the Members for said Use Year, Operating Company may reserve them for its own purposes, including but not limited to, inspection of the

respective Resort, promotional use, rental or any other purpose which Operating Company determines. Operating Company shall incur no cost for the occupancy and use of the Accommodations used under this rule.

- (c) When Accommodation is unavailable for an Exchange Reservation for any reason following the confirmation of an Exchange Request, Operating Company, in its sole discretion, may make available alternative Accommodations, although Operating Company shall have no obligation to do so. If no alternative Accommodations are available, Operating Company shall refund the Member's Exchange Fee and such Member shall be entitled to submit an alternative Exchange Request.

2.5 Cancellations, Alterations and No-Shows

- 2.5.1** Once an Exchange Request is submitted, it may be cancelled without a cancellation fee only if the Exchange Request is not confirmed instantaneously and notice (written or oral) of cancellation is received by Operating Company prior to confirmation of the Exchange Request.
- 2.5.2** Unless covered by the Destination Xchange Protection Plan purchased by a Member, cancellation of an Exchange Reservation less than fourteen (14) days prior to first day of the Exchange Reservation will result in the Member forfeiting the Exchange Reservation, the Exchange Fee and the Member's exchange rights for that particular Use Year. If a Member cancels an Exchange Reservation at least fourteen (14) days in advance of the first day of the Exchange Reservation, then the Member will be able to make an alternative Exchange Request, provided that the Member pays a cancellation fee as determined by Operating Company in its sole discretion. Any Member that cancels an Exchange Reservation at least (14) days in advance of the first day of a reservation will not receive a refund of the Exchange Fee related to the cancelled Exchange Reservation and will be required to pay an additional Exchange Fee for any subsequent Exchange Request. Operating Company may revise this section 2.5.2 to add, amend or delete additional cancellation deadlines.
- 2.5.3** If a Member is eligible to submit a subsequent Exchange Request after having cancelled an Exchange Reservation, there is no guarantee that any alternative reservation requested will be available to the Member.
- 2.5.4** A Member who intends to check-in at the Resort after the arrival day designated on the confirmed reservation must contact the check-in desk at the Resort prior to the commencement of that Use Period to state that such Member will be arriving subsequent to such designated arrival day or risk forfeiting the reservation. A Member who intends to obtain an Other Redemption Opportunity on a day other than that designated in the confirmed reservation must contact the provider thereof (as indicated on the confirmed reservation) prior to the Member's new date for obtaining said Other Redemption Opportunity or the designated date, whichever is earlier, or risk forfeiture of the reservation. The Members recognise that in the case of Other Redemption Opportunities, they may not be able to change the date for obtaining their reserved Other Redemption Opportunity.
- 2.5.5** Members who fail to check-in during the Use Period for the Exchange Reservation for which they have been issued a confirmed reservation or who fail to take up the confirmed Other Redemption Opportunity (or who arrive late and do not comply with section 2.5.4) will forfeit the Exchange Reservation and their ability to make an alternative Exchange Request for that Use Year with respect to the Use Rights deposited for the confirmed reservation.

2.5.6 Operating Company shall be entitled to cancel reservations in respect of any Other Redemption Opportunity for any reason whatsoever, or in respect of Accommodations in any Resort that ceases to be a Resort or becomes unsuitable for Member use, for any reason whatsoever. In such an event, Operating Company will give as much prior notice as possible to Members affected and will use its reasonable efforts to offer suitable alternative reservations. If any such cancellation by Operating Company shall be made during the same Use Year as such cancelled Accommodation or Other Redemption Opportunity was to be used, the affected Member shall have the ability to submit an alternative Exchange Request for a Use Period in Accommodation or for an Other Redemption Opportunity of the same Tier Value attributable to such cancelled Exchange Reservation during the same or the following Use Year. Provided, however, if Operating Company has confirmed a reservation to a Member for a Use Period in Accommodations or for an Other Redemption Opportunity that are made uninhabitable or unavailable by casualty, governmental taking, natural disaster, or act of God, or other reason beyond its control, Operating Company shall have no obligation to provide that Member with an alternative reservation for that Use Year and that Member waives any and all claims against the Exchange Program and Operating Company. However, Operating Company shall use reasonable efforts to confirm an alternate reservation during the same or the following Use Year. The Accommodations or Other Redemption Opportunities which may be available under such circumstances may be limited or restricted.

2.6 Payment of Exchange Fees

Each Member shall be responsible for paying all Exchange Fees as set forth in clause 6 of the Terms and Conditions.

2.7 Member Rentals

2.7.1 A Member is not prohibited from periodically renting the Accommodation reserved for the Use Period or the reserved Other Redemption Opportunity pursuant to these Reservation Rules, unless rental is prohibited by the rules and regulations of the individual Association, Resort or Other Redemption Opportunity. However, reservations of Accommodations or Other Redemption Opportunities for commercial purposes or for any other purpose other than the personal use of the Member or the Member's family and Guests is prohibited. Use by a Member of public advertising or an online website to seek renters shall be deemed a prohibited commercial use. Members who are primary developers of Managed Resorts (that is, members of the Diamond and HGV group of companies) are specifically exempted from this restriction, and are entitled to use their reserved Accommodations and reserved Other Redemption Opportunities for promotional, rental, or other commercial purposes.

2.7.2 Subject to the restrictions in section 2.7.1 and 2.8.1 or in other Exchange Program Documents, no prior approval is required from Operating Company for the Member to rent or allow another party to use an Accommodation or an Other Redemption Opportunity after Member has obtained a confirmation with respect to an Exchange Request. However, such Member is obligated to inform Exchange Program Reservations, the Resort front desk or the provider of the Other Redemption Opportunity, as the case may be, of the names of such Guests, family members, or renters prior to the day of check-in or the designated day for first obtaining the Other Redemption Opportunity, as the case may be, and the Member will be responsible

for the acts or omissions of such parties, including the failure to pay charges incurred at the Resort or with respect to the Other Redemption Opportunity.

2.8 Occupation of Accommodations and Use of Other Redemption Opportunities

- 2.8.1** Each occupant of an Accommodation and each user of an Other Redemption Opportunity shall comply at all times with the provisions of all internal rules and local regulations of the Resort; all rules and regulations applicable to the use of the Other Redemption Opportunity; and all laws, statutes and regulations of the local, municipal, county and state jurisdictions in which the Accommodations or Other Redemption Opportunity, as the case may be, is/are located or is/are otherwise applicable to the Other Redemption Opportunity.
- 2.8.2** Use and occupancy of each Accommodation and use of each Other Redemption Opportunity shall be strictly in accordance with the provisions of the Terms and Conditions and these Reservation Rules.
- 2.8.3** Each Accommodation shall be vacated by the occupants at the expiration of the relevant Use Period, and all personal property belonging to the occupants shall be removed. Accommodations shall be left in a good, clean and sanitary condition, and in at least as good a condition as the Accommodations were in at the commencement of the relevant Use Period.
- 2.8.4** Each Other Redemption Opportunity shall, if appropriate, be vacated or returned at the end of its period of use by the users thereof and shall be vacated or returned in the condition required by the terms of use thereof.
- 2.8.5** Each occupant/user shall comply with such procedures for reporting such occupant's/user's departure from any Accommodation or return/departure of/from any Other Redemption Opportunity and for discharging any bills that may have been incurred during the occupancy.
- 2.8.6** No occupant shall damage, interfere with or do anything likely to lower the value or attractiveness or appearance of any Accommodation, of any of the common areas or of any furnishings, fixtures or fittings therein or of any Other Redemption Opportunity. Any damage will be billed to the Member.
- 2.8.7** No Accommodation or the common areas or the fixtures, fittings, furnishings or other equipment of any Accommodation or any other common areas nor any part of, or area adjacent to, any Other Redemption Opportunity shall be altered or damaged. Any damage will be billed to the Member and the occupants of the Accommodation.
- 2.8.8** No occupant shall do or permit to be done anything in an Accommodation or in or to any Other Redemption Opportunity which shall be or tend to be a nuisance or annoyance to any other Person lawfully entitled to enjoy the applicable Resort at any time or Other Redemption Opportunity, or engage in conduct determined by Operating Company to be unbecoming a Member of the Exchange Program, or commit waste or do any act or introduce any substance or thing which might violate any policy of insurance or require an increased premium to be paid for the same.
- 2.8.9** No occupant/user shall keep any animal, bird, fish or other livestock in or upon any Accommodation or Other Redemption Opportunity, except such animals that assist Persons with disabilities, e.g., service animals, pursuant to and subject to the rules and regulations of the individual Resorts and Other Redemption Opportunities.

2.8.10 No occupant shall use any Accommodation or permit the same to be used for any purpose whatsoever other than as a temporary private vacation home occupied by no more than the published maximum number of Persons. No user shall make any use of an Other Redemption Opportunity other than such use as is expressly permitted or contemplated by such Other Redemption Opportunity. The occupants of Accommodations and the users of Other Redemption Opportunities shall not make use thereof for any illegal or immoral purpose whatsoever or for the purpose of any trade, business, profession or manufacture, including commercial rentals. Nor shall any Member own or control a website with content pertaining to the Exchange Program, the Resorts, Operating Company or any member of the Diamond Resorts group of companies without the express permission of Operating Company.

2.8.11 As to Accommodations and those Other Redemption Opportunities, the following additional rules shall apply:

- (a) The windows of any Accommodation or Other Redemption Opportunity shall not be darkened or obstructed other than by the use of the curtain material or internal blinds provided.
- (b) Except for Accommodations where expressly permitted, clothes or other articles shall not be hung or exposed anywhere outside any Accommodation or any Other Redemption Opportunity or in any position visible from outside the building in which the Accommodation or Other Redemption Opportunity is located.
- (c) No occupant shall throw dirt, garbage, rags or any other deleterious material from the windows or balconies of any Accommodation or Other Redemption Opportunity, or deposit such items into sinks, bathtubs, toilets and other pipes or conduits of any Accommodation or Other Redemption Opportunity.
- (d) No occupant shall allow any music or singing whether by instrument or voices, radio, television or other means in any Accommodation or in any Other Redemption Opportunity so as to cause nuisance or annoyance to any other occupier of adjoining space and in particular so as not to be audible outside the Accommodation or Other Redemption Opportunity between 11:00 p.m. and 9:00 a.m. or during other times that may be designated by the Resort Manager, Resort, Management Company, the Association or the provider of the Other Redemption Opportunity.
- (e) No occupant shall obstruct the private roadway, passageways or pedestrian walkways or disabled access points serving the Accommodation or Other Redemption Opportunity nor use them for any other purpose than for access to or egress from the Accommodation or Other Redemption Opportunity which the occupant is entitled to use.
- (f) No occupant shall store in any Accommodation or Other Redemption Opportunity or near thereto any inflammable or explosive material.
- (g) No occupant shall display any signs, advertising, banners, flags or the like.

2.9 Guest Certificates

2.9.1 Exchange Reservations and confirmed Other Redemption Opportunities may be used only by the Member or Associate who receives the confirmation unless use of the confirmation is given to another Person through the issuance of a Guest Certificate, who shall be deemed to be the licensee of the Member and for whose acts and omissions the Member shall continue to be responsible. A Guest Certificate

may be in either paper or electronic form. A Guest Certificate shall be required for any Member rental pursuant to section 2.7.

- 2.9.2** A Guest Certificate may be requested only by a Member who either has received a confirmation or is requesting a reservation. Operating Company reserves the right to limit the number of Guest Certificates per Member per Use Year.
- 2.9.3** Individuals under the age of eighteen (18) are not eligible to use a Guest Certificate.
- 2.9.4** A fee for each Guest Certificate is chargeable in accordance with the fee levels established by Operating Company from time to time.
- 2.9.5** The Member requesting a Guest Certificate is responsible for payment of any expenses incurred as well as any damages caused by his or her Guests staying in the Accommodation, and for the replacement of any items missing from such Accommodation.
- 2.9.6** Additional Persons may accompany the Guest Certificate recipient provided that the number of Persons does not exceed the maximum occupancy of the confirmed Accommodation type designated on the reservation confirmation.
- 2.9.7** The use of a Guest Certificate is subject to any and all conditions or limitations that may be imposed thereon by Operating Company from time to time.
- 2.9.8** Operating Company reserves the right to terminate the membership status of any Member and to revoke any issued Guest Certificate, if any of the above conditions are breached.

2.10 Miscellaneous

- 2.10.1** Any action of Operating Company pursuant to the terms of these Reservation Rules, the Terms and Conditions or any other Exchange Program Documents shall be taken unilaterally and in its sole discretion.
- 2.10.2** Operating Company may waive or suspend any of these Reservation Rules on a case-by-case basis in the actual operation and management of the Exchange Program to the extent determined reasonable by Operating Company.
- 2.10.3** One or more of these Reservation Rules may not apply to certain classes of Members, as more particularly described in the Legal Documentation Booklet or other documents pertaining to that class of Members.
- 2.10.4** In certain instances upon check-in to a Resort, additional taxes, surcharges and fees may be required to be paid as a condition of stay in accordance with applicable local, county, state or other governmental mandates. Such taxes, surcharges and fees shall be the Member's responsibility for payment in accordance with such jurisdictional laws.



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