

# WorldMark Exchange *Plus*Deposit Form

This form is only available to WorldMark owners who enrolled II-affiliated Qualified Timeshare Weeks in the WorldMark Exchange Plus program.

### **DEPOSIT INSTRUCTIONS**

Follow these steps to book WorldMark vacations using your WorldMark trade credits:

- 1. Contact Interval International (II) to deposit your week(s) by calling at 877-678-4400 between 9 months to 2 months prior to the start date of the week.
- 2. Once you receive an II deposit acknowledgement, complete the information below.
- 3. Submit this form via <a href="wmexchange@travelandleisure.com">wmexchange@travelandleisure.com</a> to receive 9,000 WorldMark Trade Credits for accommodations use.
  - a. Upon approval, Trade Credits along with one (1) complimentary Housekeeping Credit and one (1) complimentary Guest Certificate will be awarded to your WorldMark ownership within 10 business days.
  - b. If denied, an email notification will be sent to your email address on file.
- 4. \$129 WorldMark Exchange transaction fee will be billed to your WorldMark ownership account Qualified Timeshare Week deposited. An email stating the charge and payment instructions will be sent to the email address in your account.

### **WORLDMARK OWNERSHIP INFORMATION**

First Name	Last Name
WorldMark Member Number	
INTERVAL INTERNATIONAL DE Provide the 8-digit Deposit ID in th	POSIT INFORMATION  e II deposit acknowledgement you received.
1) II Deposit Number	
2) II Deposit Number, if applic	cable
Owner Signature:	

#### WORLDMARK EXCHANGE PLUS TERMS AND CONDITIONS

A WorldMark Member ("Member") who enrolls in the WorldMark Exchange Plus program ("WM Exchange Plus") may have their qualified third-party timeshare interval week consisting of fixed or floating week intervals ("Qualified Timeshare Weeks") assigned a WorldMark trade credit ("Trade Credits") value which will be applied towards their WorldMark by Wyndham total credits for use and their VIP by WorldMark status level for five (5) years.

## 1. Eligibility

- (a) Membership in the WM Exchange Plus program is a benefit of The Exchange Network ("TEN") which is the exchange program offered and operated by Wyndham Resort Development Corporation ("WRDC") doing business as WorldMark by Wyndham ("WBW"), and is available to persons making a new vacation ownership purchase or to an existing Member making an incremental vacation ownership purchase from WRDC so long as that person owns a Qualified Timeshare Week which is not currently affiliated with WBW, who pays the WM Exchange enrollment fee, and meets additional criteria set forth within Sections 1(b), 1(c) 1(d), and 1(e) in this enrollment agreement. Member may enroll a maximum of two (2) WorldMark Exchange contracts per Ownership. A combination of one (1) Exchange Plus contract and one (1) Exchange Express contract per Ownership is allowed. Membership is valid for five (5) consecutive years and becomes effective upon verification of the Qualified Timeshare Week being enrolled per the verification terms described in this agreement.
- (b) This enrollment agreement, when signed by Member, gives WRDC the right to contact and verify the maintenance dues, ownership, and any other required information through the resort's developer, resort's property owners' association office, and/or RCI, LLC ("RCI") or Interval International ("II"). Notice of cancellation will be provided in the event that WRDC is unable to verify Member's eligibility per the criteria set forth within this enrollment agreement. Cancellation shall in no way relieve a Member of the obligation under any other contract or agreement with WRDC including any contract or agreement entered into as of the date of this enrollment form.
- (c) "Qualified Timeshare Week" shall mean the timeshare interval week affiliated and individually registered with RCI or II not including: timeshare interval weeks that cannot be exchanged through RCI or II, timeshare interval weeks that are points-based, club memberships, leases, triennial ownership, resorts that do not allow participation in the WM Exchange Plus program and resorts that are affiliates of WRDC. Ineligible resorts may include resorts affiliated with RCI or II. Eligibility is determined by WRDC in its sole discretion.
- (d) WRDC is relying on the accuracy of the information provided by the Member concerning their Qualified Timeshare Week in accordance with this WM Exchange Plus enrollment agreement. To the extent the information the Member provided is inaccurate or that their Qualified Timeshare Week is not otherwise eligible for the WM Exchange Plus program, WRDC is not obligated to provide the Member the amount of Trade Credits exchanged for their timeshare interval week at any time. Members acknowledge that they are not relying on the estimated Trade Credits exchanged for their timeshare interval week as an inducement for their purchase with WRDC or an affiliate of WRDC, and they acknowledge and understand that any elimination of the Trade Credits exchanged for their timeshare interval week does not provide them the right to cancel or rescind their purchase with WRDC or an affiliate of WRDC.
- (e) The Member will be required to be enrolled in the VIP by WorldMark membership so that Trade Credits may count towards their VIP by WorldMark status level.

#### 2. Participation

- (a) Upon becoming a Member of the WM Express Plus program, Member will be eligible for the benefits associated to the number of Trade Credits applied towards their VIP by WorldMark status level for five (5) years after purchase. In addition, Member has the option to exchange the Qualified Timeshare Week for Trade Credits through the WorldMark Exchange Plus deposit process, deposit and occupy the week through RCI or II, or occupy the week directly at their home resort.
- (b) To exchange the Qualified Timeshare Week for Trade Credits for accommodations use, Member with a fixed Qualified Timeshare Week must either (i) call RCI or II each year at least nine (9) months prior to the check-in date of the Qualified Timeshare Week to deposit the Qualified Timeshare Week with RCI or II, or (ii) request RCI or II's Auto Deposit option. Member with a floating Qualified Timeshare Week must (i) contact their home resort for a specific week to be assigned and (ii) call RCI or II at least nine (9) months prior to the check-in date of the assigned week to deposit the week with RCI or II. Upon verification that Member is in good financial standing, is the owner of the

Qualified Timeshare Week, and that the Qualified Timeshare Week is available, RCI or II will provide Member with a Deposit Acknowledgement email. After receipt of the Deposit Acknowledgement email, Member must call WRDC to complete the exchange of the Qualified Timeshare Week during which time Member shall provide payment of the WM Exchange transaction fee to receive the Trade Credits in the current anniversary year unless otherwise stated within this enrollment agreement. Written notice will be sent to Member confirming the availability of the Trade Credits.

- (c) Lock-off units may be exchanged as a whole or separately based on enrollment. Members who own a biennial Qualified Timeshare Week may only exchange their Qualified Timeshare Week for Trade Credits during even or odd years of their ownership.
- (d) After the Qualified Timeshare Week for a certain year has been exchanged for Trade Credits, it cannot be returned to the Member. The Trade Credits will be available for reservations for one (1) anniversary year starting from the date of the award to the account and may be used for all the WorldMark by Wyndham benefits offered in relation to the number of Trade Credits allocated including, converting to Wyndham Rewards points. WRDC reserves the right to adjust the beginning date on which the Trade Credits will be available for use in the WorldMark by Wyndham ownership.
- (e) The WM Exchange annual membership fee must be current and the WorldMark by Wyndham ownership must be in good standing before the Qualified Timeshare Week may be exchanged for Trade Credits.

# 3. General Rules

The following program general rules apply to a Member's participation in the WM Exchange Plus program.

- (a) Maintenance and other on-site fees of the Qualified Timeshare Week enrolled shall be the responsibility of the Member and must be kept current.
- (b) The Trade Credits allocated to the Qualified Timeshare Week through WM Exchange Plus will count towards Member's VIP by WorldMark status level, and for accommodations use. The Trade Credits value is determined by WRDC in its sole discretion and is subject to change.
- (c) For Members enrolling biennial Qualified Timeshare Weeks, half of the Member's eligible WM Exchange Plus Trade Credits will count towards the Member's VIP by WorldMark status level each year.
- (d) Lock-Off Unit (Separate Units): A Member may enroll their lock off unit as separate units. Side A equals one week enrolled in the WM Exchange Plus and side B equals a second week enrolled. If you choose this option, you can enroll either your A side or your B side in connection with your new WorldMark by Wyndham purchase. Lock-off units receive a Trade Credits allocation based on the enrollment option selected on this WM Exchange Plus enrollment agreement.
- (e) Non-Lock-Off Unit or Lock-Off (Combined Unit): A Member may enroll their non-lock-off unit or their lock-off unit where side A and side B are enrolled as one Qualified Timeshare Week. Every time the Member exercises the option to exchange their unit, both side A and side B must be exchanged together.
- (f) The WM Exchange Plus annual membership fee, paid together with the VIP by WorldMark membership fees and the WorldMark by Wyndham maintenance fees, shall be assessed based upon the Trade Credit allocation of the Qualified Timeshare Week being enrolled. The WM Exchange program enrollment fee, WM Exchange Plus annual membership fee, VIP by WorldMark membership fees and WorldMark by Wyndham maintenance fees are nonrefundable.
- (g) Members shall pay the WorldMark Exchange Plus transaction fee when exchanging their Qualified Timeshare Week for Trade Credits through WorldMark by Wyndham for accommodations use. Transaction fees are subject to change and are nonrefundable.
- (h) A Qualified Timeshare Week exchanged for Trade Credits for accommodations use is a one-time annual exchange only and does not represent a conveyance of ownership in the Qualified Timeshare Week enrolled. The right to use Trade Credits within WorldMark by Wyndham is based on symbolic credits and does not constitute ownership in a WorldMark by Wyndham vacation ownership interest.
- (i) Members are responsible for following the procedures and guidelines for WorldMark by Wyndham which are described in the WorldMark by Wyndham Member's Directory. The WM Exchange Plus Terms and Conditions and

the WM Exchange Plus program/benefits may be changed from time to time at the sole discretion of WRDC. Members shall be notified of any information regarding material changes.

- (j) Members are responsible for payment of any personal expenses incurred while utilizing any benefit of the WM Exchange Plus program. WRDC, its subsidiaries, their advertising agencies, printers and other suppliers, as well as its officers, directors, employees and agents will not be liable for any injury, liability, expense, damage, theft or loss incurred by Member or Member's family or guest during any trip or utilization of any benefit of the WM Exchange Plus program.
- (k) The Qualified Timeshare Week represented on this enrollment agreement cannot be changed or replaced with a different Qualified Timeshare Week nor Qualified Timeshare Weeks.
- (I) Membership in the WM Exchange Plus program is nontransferable.
- (m) This agreement shall be governed exclusively by the laws and courts of the State of Florida.

#### 4. Cancellation

- (a) The WM Exchange Plus enrollment may be suspended or terminated by WRDC without further obligation if the Member (i) fails to comply with these WM Exchange Plus Terms and Conditions; (ii) fails to comply with the WorldMark by Wyndham procedures and guidelines; or (iii) is delinquent in the maintenance fee obligation regarding the Qualified Timeshare Week enrolled.
- (b) Membership will be immediately terminated in the event Member is no longer the owner of the Qualified Timeshare Week enrolled or no longer the owner of the vacation ownership interest with WRDC. **Member must notify WRDC** in writing in the event Member is no longer the owner of the Qualified Timeshare Week enrolled.
- (c) Cancellation, suspension or termination of membership in the WM Exchange Plus program or a credit allocation adjustment shall in no way relieve a Member of the obligation under any other contract or agreement with WRDC.
- (d) Members have the option to discontinue membership in the WM Exchange Plus program upon written notification to: **WMexchange@travelandleisure.com**.