

LIFESTYLE LUXURY VACATION CLUB AT GOLDWYNN RESORT

CLUB DOCUMENTATION

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LIFESTYLE LUXURY
VACATION CLUB
BAHAMAS

WHO WE ARE!

We are the exception to the rule, our Club offers an unparalleled vacation experience based around a successful V.I.P. benefits concept developed with our member's pleasure in mind. Meticulously cared for by our multi-lingual staff, providing unheard of personalized services and benefits ensuring members experience is incomparable to any other worldwide. Lifestyle Luxury Vacation Club at Goldwynn Resort and our Affiliate Hotels Lifestyle Holidays Vacation Club in the Dominican Republic (launched 2002), and Lifestyle Luxury Vacation Club in Dubai contain a growing member base presently encompassing over 600,000 loyal and active "family" members. In the span of only 20 years, our Club has blossomed from humble beginnings to more than 25 Luxury Hotels and Resorts,

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offering between them over 154 restaurants, bars, snack bars and V.I.P. areas that are member associated within Dubai, Dominican and Republic In addition to this, we offer over 1,000,000 Associate Resorts Worldwide, cruises, discount programs, and more.

DEFINITION AND INTERPRETATION

1 – APPLICATION

These Rules of Occupation shall apply to every person that becomes a Member of LIFESTYLE LUXURY VACATION CLUB at GOLDWYNN RESORT by purchasing / activating a Membership of the Club.

2 - DEFINITIONS & INTERPRETATION

In these Rules of Occupation, except where the context otherwise requires, the following expressions shall have the following meanings ascribed to them:

“RULES OF OCCUPATION” (valid from July 1st 2022) means this set of rules, which, inter alia, sets out the beneficial right to occupy and enjoy (and to allow others to occupy and enjoy) a type of Accommodation according to your Membership Level for the number of Week(s) referred to in the Membership Agreement. The Rules of Occupation may be amended from time to time, a current version can be found on the Club’s website. All Members are requested to inform themselves of the latest version as amended from time to time.

“INTRAVEL POWERED BY ARRIVIA” means the department charged with the exchange of Weeks for Members at hotels and/or resorts affiliated through an International Exchange Organization.

"INTERNATIONAL EXCHANGE ORGANIZATION" means Resorts Condominium International (“RCI”) or **Interval International** or any other exchange organization as may be appointed by the Club in its sole discretion from time to time.

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“REGISTER” means the register of current Members maintained by the Club or other competent body from time to time.

“GOOD STANDING” means Members who are current in the payment of **Membership Fees** and other charges, including, but not limited to, late payment charges, levies, taxes, etc. due, pursuant to the Membership Agreement and these Rules of Occupation.

“ACTIVE MEMBERSHIP” means the membership is considered active when 35% of the Membership Fee has been paid as well as the costs incurred by the execution of the Membership Agreement. (i.e. contract fee and administrative fees)

“EXPIRY DATE” means thirty-first (31) of December two thousand fifty-two (2052) or such other date determined in accordance with these Rules of Occupation or such earlier expiry date as may be specified in the Membership Agreement and/or Membership Certificate.

“ACCOMMODATION” means the furnished residential accommodation in the Home Resort (Lifestyle Luxury Vacation Club at Goldwynn Resort) or any other resort booked in accordance with the Club Documentation, Rules of Occupation for the enjoyment of the Members as the case may be.

“WEEK” means any calendar week as the period in respect of which the right to occupy an Accommodation is granted to a particular Member as specified in the Membership Agreement and/or Membership Certificate.

“PURCHASER” is defined as the person who will sign the Club Documentation and is paying the costs of the Membership (Club Program Membership Fee, the Administration and Contract Fee).

“PRIMARY MEMBERS” are defined as those who receives full benefits based on their Membership Level. By making use of the Club and its benefits, each Primary Member subjects himself to the rules of the Club Documentation.

“SECONDARY MEMBERS” are defined as those who will receive limited Membership rights, they cannot communicate with Customer Service as this benefit belongs to the Primary member to ensure they maintain the control of their membership. By making use of the Club and its benefits, each Secondary Member subjects himself to the rules of the Club Documentation.

“CLUB” means Lifestyle Luxury Vacation Club at Goldwynn Resort.

“CLUB DOCUMENTATION” means these Rules of Occupation, the Membership Agreement including its Annexes and all other documents governing the running of the Club and as amended from time to time.

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Except where the context otherwise requires, words denoting the singular include the plural and vice versa; words denoting the masculine gender include the feminine gender.

"SERVICE FEE" means the charges established in the Service Fee List for each week of Accommodation pursuant to the level of accommodation being occupied. Members are limited to the accommodation type purchased and specified on contract and any accommodation below this level.

"RESERVATION & DEPOSIT FORM" Document needed to be completed in order to proceed with a booking (see RESERVATION PROCESS on page #6)

"GUEST" means those persons accompanying the Member at the Home Resort. The Guest, while traveling with the Member is entitled to a member band and use of the member benefits as specified in the Membership Agreement.

"GUEST MEMBER" means those persons utilizing the Membership of the Member to vacation at the Home Resort. The Guest Member is entitled to a guest member band and limited use of the member benefits. Restrictions may apply.

"MEMBER" means a person registered as a Primary Member of the Club from time to time as per the Membership Agreement, and "Membership" shall have a corresponding meaning.

"MEMBERSHIP CERTIFICATE" means a certificate issued, Conditional or Definitive, to the Member by the Club defining the Member's entitlements to the Rights of Occupation specified therein, as amended from time to time. The Club may from time to time in its sole discretion specify a different form of Membership Certificate.

"MEMBERSHIP AGREEMENT" means the agreement to purchase by which the Purchaser agrees to purchase from the Club Exclusive Rights of Occupation at the price and in accordance with the conditions set out in that agreement which, inter alia, shall include the obligation to abide by the Rules of Occupation.

"RED SEASON" means the ability to book all year round (January 1st – December 31st).

"SEASONS" means weekly periods of each year defined as Red, Blue and Super Red. The Club may add to or vary these seasons if it is deemed necessary, commercially desirable or to comply with changes in the International Exchange Organization's calendar.

"VIP BENEFITS" means the Club establishes categories of Memberships and assigns certain rights and privileges to each such category which differ from the rights and privileges attached to Memberships of other categories. These rights and privileges can be added to or detracted from by the Club.

"LOW SEASON" means the following dates –April 15th until June and September until December 20th

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“HIGH SEASON” means the following dates –December 21st until April 14th and July and August.

“DIAMOND” means package type that defines full membership rights to Home Resort (Lifestyle Luxury Vacation Club at Goldwynn Resort) and membership rights to Lifestyle Holidays Vacation Club, Dominican Republic and membership rights to Lifestyle Luxury Vacation Club (rights specified on your Membership Agreement.)

Should any competent court declare any clause or sub-clause of these Rules of Occupation or any of the Club Documentation null & void, they shall be replaced by other clauses with the same content, all other clauses or sub-clauses of the Rules of Occupation shall remain valid and enforceable in their entirety.

HOME RESORT MEMBERS BENEFITS AND SERVICES

CUSTOMER SERVICE & V.I.P SERVICE DEPARTMENT

Members are assigned their own personal Customer Service and VIP Service representative whose function is to provide you with as much information regarding your membership package as possible and to help you utilize your membership to its full potential, ensuring your stay at your Home Resort, Lifestyle Luxury Vacation Club at Goldwynn Resort goes without a hitch. Your Customer Service Representative may be contacted personally if you are at your Home Resort, or via email, phone or online directly via Live Chat. They will do their best to answer your questions regarding your Membership as quickly as possible and to assist with any reservation you may want to make at your home resort, affiliated resorts in the Dominican Republic or Dubai as well as deposits with RCI, Interval International or The Registry Collection. If you would like to personally speak with your Customer Service Representative, it is very easy, reach out directly via telephone on the number provided in the below “CONTACT NUMBERS” or send a quick email providing a telephone number and you will contact as soon as possible. Your VIP Service Representative is your “go to” person that will attend all your needs during your stay at your Home Resort, which include transportation, Restaurant Reservations.

OFFICE LOCATION

The Customer Service & VIP Service department entrance is located on the first floor of your Home Resort. You will find signs on the doors indicating the Customer Service & VIP Service offices.

OFFICE HOURS OF OPERATION

9:00 am to 5:00 pm Monday thru Sunday.

CONTACT NUMBERS:

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Office: **1-242-603-4380/1-242-603-4381/1-242-603-4382/1-242-603-4383** and direct mobile: **1-242-818-1521** also you can request to be transferred to your Customer Service Representatives or your VIP Service Representative if you contact the Goldwynn Resort reception desk at: (local number) **1-242-698-9966**

MEMBERSHIP NUMBER

To serve you better, please have your Membership Agreement number handy at all times. This number is at the top left-hand corner of your Membership Agreement. This additional information allows your Customer Service Representative quick and easy access to your information.

RESERVATION PROCESS

To reserve accommodations at your Home Resort, Affiliate Resorts in the Dominican Republic or Dubai or deposit a week with RCI, Interval International or The Registry Collection, you simply email your Customer Service Representative and provide them with your vacation dates and the Accommodation type and the number of travelers so they can proceed with assisting you with the booking process. Booking/Service Fee's must be paid in advance of your date of arrival in order to proceed with the reservation. You can also obtain an easy to complete and user-friendly Reservation and Deposit Form in the Members' only part of website. All reservations are subject to availability. Members can only book as per their Membership Level and below. Upon check in at your Home Resort please present a printout of your Confirmation number, in addition to this, the following charges are applicable as per the Government and Hotel policies and must be paid at Check-in. These rates are current rates, the hotel and the Bahamas government have the rights to change them.

- 10% VAT
- 5% Nassau/Paradise Island Promotion Board levy (NPIP)
- 5% Cable Beach Promotion board levy (CBRA)
- US\$85 per room, per night Resort fee (plus VAT) is applicable to all reservations.

RESERVATION CANCELATION POLICY

In order to cancel a confirmed reservation, the Member must notify the Club at least 30 days in Low Season and 60 days in High Season, prior to their arrival date and the Club will provide the Member with a full accreditation of the Booking/ Service fees paid, refunds are not offered, and failure to notify the Club within abovementioned timeframe will result in the Booking/ Service fees being forfeited.

SPECIAL REQUESTS:

Any special requests should be emailed to your Customer Service Representative a minimum of seven days prior to arrival. Special requests include, but are not limited to, specific accommodations, cribs, high chairs, if traveling with a child or someone with special needs. Your Customer Service Representatives will do their best to accommodate your requests. If you are at your Home Resort, your VIP Service Representative who will reach out to you daily to ensure all is going well can be informed of any special requests and should they be feasible will accommodate you.

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WEBSITE ADDRESS

www.llvcbahamas.com

Now that you have acquired Membership rights we recommend that you register on our website. Our website has a wealth of information that will assist you significantly. It also helps keep you up to date on what is happening at your Home Resort. Once you have registered on our website you will be able to access the Member's only site. Account activation may take up to 48 hours.

This is where you will find our online catalog of affiliated resorts as well as the Reservation and Deposit Forms. We also periodically send out email blasts with new and exciting information to those who have registered online and also send a bi-yearly newsletter to keep our Members informed of any changes. By signing the Club Documentation you agree to receive email communication from the Club.

ALL-INCLUSIVE RATES (WHERE APPLICABLE)

The fee for "all-inclusive", where applicable, is determined by the hotels / resorts that booked and is subject to change by those hotels / resort. All-inclusive rates may vary based on Accommodations and/or seasons. The all-inclusive must be paid where applicable upon arrival at hotel receptions, per person, per day- rate. The Club does not determine the cost of "all-inclusive".

CHECK-IN AND CHECK-OUT POLICIES

Check-in 4:00 p.m. Check-out 11:00a.m. For your Home Resort. For LHVC, Dominican Republic, the check-in time is 3:00 p.m. and Check- out time is 11:30 a.m. For LLVC, Dubai, the check-in is 3:00 p.m. and Check-out time is 12.00 p.m. Members staying beyond check-out time without prior notice/agreement will be charged automatically for one additional day. Extra charges: such as laundry services, telephone charges, etc. are to be promptly and fully paid during the check-out process.

If the period of Accommodation is not stipulated in advance, guests are to check out by 12.00 p.m. on the last day of their stay at the latest and they are obliged to have vacated the room by this time. If a Member fails to do so, the hotel is entitled to bill the Member(s) for another days' stay. In the event that the hotel has already reserved this Accommodation beforehand and the Member fail to heed requests to vacate the room, or if Member is not present in the resort, the hotel reserves the right – with a three-member committee in attendance – to catalogue the Member's possessions and to store them in a safe place so that the Accommodation can be used by other guests for whom it has been reserved.

EXCHANGE PROGRAMS

Respectively, Members will receive membership to RCI or Interval International and INTrave'L.

RESORTS CONDOMINIUM INTERNATIONAL (RCI)

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RCI # 6712 / # 6716 / # DZ21

Members will automatically receive a 2-year complimentary RCI membership, renewal of account is optional for Members. Once your membership has been activated by RCI your Customer Service Representative will forward your RCI membership number to you via email immediately. Please be advised that this process can take approximately 8-12 weeks. Once again if you have any questions regarding RCI just send a quick email to your Customer Service Representative.

INTERVAL INTERNATIONAL (II)

II # TST / RVH

Members will automatically receive a 2-year complimentary II membership, renewal of account is optional for Members. Once your membership has been activated by II your Customer Service Representative will forward your II membership number to you via email immediately. Please be advised that this process can take approximately 8-12 weeks. Once again if you have any questions regarding II just send a quick email to your Customer Service Representative.

LIFESTYLE RESORTS

Members are entitled to book Accommodations at the Affiliated Lifestyle Resort in the Dominican Republic, and Dubai receiving the special lower rate Service Fee offered to Lifestyle Resort's members, and as **DIAMOND** members also entitled to the rights and benefits stipulated on your Membership Agreement. Members are subject to the rules applicable to check in depending on Lifestyle Resort selected. These rules will appear on your confirmation email however prior information will be given by your Customer Service Representative when you initially reach out to inquire or proceed with a reservation.

MEMBERSHIP LEVELS

JSWD (Junior Suite Weeks, Diamond)

JSD (Junior Suite Unlimited weeks, Diamond)

1BD (One Bedroom Suite Unlimited weeks, Diamond)

2BD (Two Bedroom Suite Unlimited weeks, Diamond)

2BD Gold (Two Bedroom Suite Unlimited weeks, Diamond)

2BD Platinum (Two Bedroom Suite Unlimited weeks, Diamond)

2BD Supreme (Two Bedroom Suite Unlimited weeks, Diamond)

PRIMARY & SECONDARY MEMBER LIMITS:

Each Membership has a set limit of the amount of Primary and Secondary Members that can be added to the Membership Agreement, as follows:

JSWD - 2 Primary Members

JSD – 2 Primary Members and 2 Secondary Members

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1BD – 2 Primary Members and 4 Secondary Members

2BD – 4 Primary Members and 6 Secondary Members

2BD Gold – 6 Primary Members and 4 secondary Members

2BD Platinum – 6 Primary Members and 6 secondary Members

2BD Supreme – 8 Primary Members and 6 secondary Members

ACCOMMODATION TYPES

Junior Suite (Studio)

Averaging 530 square feet, featuring a comfortable and well-appointed living area to take in the sunsets and morning views, convenient kitchenette, and dining space for that intimate in-room dining or a simple morning coffee. A queen-size pull-out sofa, king size bed, full bath, and private balcony round out this well-appointed accommodation. Maximum occupancy is 2 adults and 2 kids. (JS GOLF, JS VIEW, JS OCEAN FRONT)

One Bedroom Suite (One Bedroom)

The living space, at 1,040 square feet allows for privacy and room to entertain. The expansive dining/ living area with a queen sofa bed is the perfect spot for some seaside relaxation. The fully equipped kitchen, complemented by a breakfast bar and dining area make the perfect spot for entertaining, or for a private and intimate meal. The main bedroom features a king bed with a beautifully appointed bath with double vanity and standing shower. A double balcony guarantees amazing views and plenty of privacy for relaxing and enjoying the Bahama breezes. Maximum occupancy is 2 adults and 2 kids. (1 BD GOLF, 1 BD VIEW, 1 BD OCEAN FRONT)

Two Bedroom Suite (Two Bedroom)

Captivating and luxurious accommodations that are perfect for longer stays or for the family or party of friends. These suites offer over 1,000 square feet of elegance and luxury. Enjoy vibrant sunsets and beautiful sands from the double balconies. Channel seaside retreats of days gone by as you enjoy effortless comfort in the simple living with queen sofa bed, and dining areas that are perfect for entertaining. The main bedroom offers an ocean view and includes a king bed and ensues with double vanity and shower. The second bedroom offers a queen bed, interior frosted glass window and private bath. Maximum occupancy is 4 adults and 2 kids. (2 BD GOLF, 2 BD VIEW, 2 BD OCEAN FRONT)

MEMBERS BENEFITS

The following are Members Benefits

- Tastes and experiences from local Bahamas cuisine thru renowned high end specialty restaurants, all with discounts ranging from 10% thru 20%
- 20% discount on SPA
- Property-wide WIFI, up to 6 devices
- Non-motorized water sports, kayaks, paddle boards, snorkeling gear and floats
- 24-hour Fitness Centre, featuring equipment by TechnoGym
- Scheduled Yoga Classes

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- Unlimited local calls
- Valet parking
- Luxury or VIP transportation to and from NAS Airport, Bahamas
- Transportation to and from POP airport, LHVC, Dominican Republic
- Transportation to and from DXB airport, LLVC, Dubai
- Members lower rate all inclusive (where applicable)
- Access to members ONLY VIP areas
- Member area for Weekly Welcome Party, Shows and Events
- Live chat
- Personal VIP Service Representative on property

RULES OF OCCUPATION

SECURITY

All Members (foreign and local) are required to provide a valid photographic proof of identification and proof of address such as a passport, identity card, as per current government regulations.

When vacationing with us your wellbeing and safety are extremely important to us. If you have any issues or concerns, please do not hesitate to contact our Customer Service Department during normal business hours. Please store all valuables in the safe located in your Accommodation. Neither the Club, nor the resort will in any way be responsible for the loss of guests' belongings left in the room or any other property not stored in the provided safe or left in public areas without surveillance. Please make sure that you close all doors properly when leaving the Accommodation. The security staff is there to assist guests and is not an assurance of safety. The Club is not responsible for injuries to persons or property.

HEALTH AND HYGIENE

All our restaurants and bars adhere to the strictest standards when it comes to food preparation. Water used in food preparation is purified. The water we serve at our restaurants/ bars along with the ice we serve is also purified for your safety. All staff always adheres to proper hygiene procedures. We also ask all our guests to take personal responsibility for their own personal hygiene.

ENVIRONMENT

We are committed to environmental conservation and its continuous improvement through the identification of the surrounding property needs and the active involvement in the solution of all problems encountered. We recognize the impact of our presence on the environment, as well as our responsibility to minimize such an impact through the following:

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- Norms and procedures implementation according to the prevailing environmental laws.
- Emphasize on water and energy saving by monitoring and implementing advanced technology.
- Minimize the volume of solid, liquid and gas waste to prevent pollution.
- Chemicals use control to minimize their impact on the environment.
- Coordinate the purchasing of environmentally low impact products.
- We appreciate all help in protecting our environment.
- Saving electricity in turning off the lights when not needed.
- Turning off the A/C while not in the room.

GENERAL RULES

All Members have to observe the house rules of the hotel / resort they are staying at. If you have any issues or concerns, please do not hesitate to contact our Customer Service Department during normal business hours. We ask you to remember that you are sharing this facility with other guests also trying to enjoy their vacation, as such, loud, overbearing noise or actions that disturbed others is not allowed.

RESOLVING ISSUES

To promote the harmony of the Club and its Members and to assist the Club in its continued ability to provide and deliver the benefits and services of the Club to its Members, (and to avoid any exasperation, expansion or confounding of any dispute or complaint Member may have regarding the Club) Member and Club agree that any disputes or complaints as may arise between the Member and the Club (or any of its officers, directors or committees), including any disputes or complaints regarding services performed or to be performed by the Club, fees charged by the Club, facilities available to the members, or Club procedures, including procedures for reservations and fulfillment of vacations, shall be handled and addressed confidentially between solely and exclusively the Member and the Club. In furtherance of the foregoing, Member shall not publicize or communicate such complaints or disputes to third parties or the public and Member shall not seek to include third parties or the public in any aspect of any such dispute or complaint, including the resolution thereof.

The foregoing shall specifically prohibit Member from communicating, distributing or providing information or materials regarding any such dispute or complaint (i) to, on, with or via any media, internet or blog postings, (ii) to the public or segments of the public or (iii) to any other members of the Club and shall also prohibit Member seeking to associate or include others into the dispute or complaint by communicating, distributing or providing information or materials by any other means or facility. Any violation of this paragraph may be addressed by the Club enjoining the offensive conduct in respect to which the violating Member shall be responsible for all attorney's fees and costs associated with enforcement, which action

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may be acted upon as set out in paragraph CONDUCT hereinabove or, at the discretion of the Club, within the jurisdiction chosen by the Club.

CONDUCT

Member and Club agree that any Member whose conduct shall be deemed by the Club and an appropriate committee appointed by the Club to be improper or likely to endanger the harmony or good reputation of the Club or its Members, or the ability of the Club to provide the Club benefits or services to its Members, may result in such Member being reprimanded, suspended or expelled from the Club without refund of any amounts previously paid. The Club, as assisted by a committee appointed by the Club, shall be the sole judge of what constitutes improper conduct or conduct likely to endanger the harmony or good reputation of the Club, or the ability of the Club to provide the Club benefits or services to its Members (including any breach of the Rules of Occupation and the Membership Agreement). Improper conduct or conduct likely to endanger the harmony or good reputation of the Club includes, but is not limited to, filing, joining in or assisting anyone in any lawsuit or other legal proceeding against (1) the Club or (2) any of the Club's directors, officers, employees, managers, or committees as well as (3) your Home Resort.

CONFIDENTIALITY

To promote the harmony of the Club and its members and to assist the Club in its continued ability to provide and deliver the benefits and services of the Club to its members, (and to avoid any exasperation, expansion or confounding of any dispute or complaint Member may have regarding the Club) Member and Club agree that any disputes or complaints as may arise between the Member and the Club (or any of its officers, directors or committees) including any disputes or complaints regarding services performed or to be performed by the Club, fees charged by the Club, facilities available to the Members, or Club procedures, including procedures for reservations and fulfillment of vacations, shall be handled and addressed confidentially between solely and exclusively the Member and the Club. In furtherance of the foregoing, Member shall not publicize or communicate such complaints or disputes to third parties or the public and Member shall not seek to include third parties or the public in any aspect of any such dispute or complaint, including the resolution thereof. The foregoing shall specifically prohibit Member from communicating, distributing or providing information or materials regarding any such dispute or complaint (i) to, on, with or via any media, internet or blog postings, (ii) to the public or segments of the public or (iii) to any other Members of the Club and shall also prohibit Member seeking to associate or include others into the dispute or complaint by communicating, distributing or providing information or materials by any other means or facility. Any violation of this paragraph may be addressed by the Club enjoining the offensive conduct in respect to which the violating Member shall be responsible for all attorneys' fees and costs associated with enforcement, which action may be acted upon as set out in paragraph about conduct, hereinabove or, at the discretion of the Club, within the jurisdiction chosen by the Club.

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LATE PAYMENT FEE

The member clearly understood that he/she will be liable to pay the installments according to the membership agreement (if applicable, as per the payment terms), and The Club has the right to impose late payment fee at the rate of 5% on the amount due for each month upon completion thirty days from its due date.

CANCELLATION

If at the ultimate discretion of the Club, any Member shall have committed a substantial breach of the obligations imposed on him herein, then the Membership rights may be canceled or suspended by order of Club by giving written notice to this effect to the Member. Without prejudice to the generality of the foregoing, if a Member has not paid his instalments as per his Membership Agreement within sixty (60) days of the due date, the Membership rights shall be cancelled by written notice to the Member from the Club informing him of the permanent cancellation of the Membership rights and no further correspondence shall be entered into. On dispatch of such written notice, the former Membership rights shall be canceled and shall revert to the Club. A cancellation by the Member can and shall take place, if requested, in writing within seven (7) calendar days of the date of purchase. The written request for cancellation shall be executed by all of the signatories on the Membership Agreement, without exception. An approved cancellation is subject to the payment of all services and benefits received as a Member pursuant to the execution of the Membership Agreement. The VAT and Administration Fee and Contract Fee detailed in the Membership Agreement are non-refundable and shall be added to the total sum of the invoices received for all services and benefits utilized as a Member.

Any refund granted to a Member pursuant to a cancellation request within the allowable time frame of seven (7) days shall be processed only after the receipt by the Club of a Cancellation Agreement, drafted by the Club that has been duly executed by the Member. No cancellation shall be requested by a Member, neither shall a cancellation take place after the aforementioned period.

The Club shall reserve the right to cancel a Membership upon the following condition: Member is not in Good Standing with the financial accounts related to his Membership in accordance with the first paragraph of the present article. Cancellations due to the Member not being in Good Standing with his financial accounts shall cause the Member to forfeit any and all monies paid towards the Membership.

FURTHER OBLIGATIONS OF MEMBER

Each Member shall be subject to the following further obligations. The Member shall procure that any person occupying an Accommodation with the Member or with the Member's permission complies with these obligations insofar as they are applicable to the occupation of an Accommodation.

a) To occupy an Accommodation only between the specified check-in time on the first day and the specified checkout time on the last day of each period of occupation allocated to him.

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- b) To notify the Club in writing in advance of the commencement of the relevant Week.
- c) To keep and maintain the interior of the Accommodation occupied in a good and tenable state and condition during the period of the Member's occupancy, and to pay or indemnify the Club and/or the hotel/resort against any damage, deterioration or dilapidation (other than as a result of fair wear and tear, of which the Club shall be the sole judge), which may have occurred during his occupancy period.
- d) In the event that any repair or maintenance work is required to an Accommodation or its contents while a Member occupies it, to allow reasonable access on reasonable notice, except in the case of emergency (in which case no notice shall be given), to enable such work to be carried out. Should Management deem it necessary, the Member shall be given alternative Accommodations in order to carry out said repair or maintenance.
- e) Not to make any alterations to any Accommodation or its contents.
- f) To pay all other expenses howsoever incurred by the Member (including all telephone calls made), and to pay any deposit as the Club and/or the management of the hotel/resort may demand against its charges, such as food, beverages and any services of the Accommodation.
- g) To notify in writing the Club forthwith of any change in his permanent address. A Member failing to do so shall be solely responsible for all of the consequences thereof, including (but not limited to) any consequences arising out of the Member not receiving any invoices, demands, notices or other communications sent to him.
- h) At all times to observe the Membership Agreement and the Rules of Occupation as amended from time to time and any regulations applicable to the Accommodation / resort at the location at which the Member stays.
- i) Not to do anything which would make void or avoidable the insurance of the Accommodation or the Club or which may operate to increase the premium.
- j) To pay, prior to the confirmation of the reservation the Service/booking Fee applicable to the type of Accommodation being requested.
- k) The Club shall be entitled to levy a charge on any Member who is in breach of any of the foregoing obligations for the amount of any loss or damage incurred or to be incurred as a result of such breach and until such time as such charge has been paid in full by the Member, he shall be suspended as a Member and shall not be entitled to occupy and shall not be entitled to any of the benefits of the Club, nor shall be entitled to utilize any of the facilities of the International Exchange Organization.
- l) To maintain his status with the Accounts Department of the Club in Good Standing.

FURTHER POWERS AND RIGHTS OF THE CLUB

- a) Subject to the provisions hereof the Club shall have full power and unfettered discretion to assign its interest or to modify or add to the provisions of these Rules of Occupation in such manner and to such extent as they may consider necessary or expedient, provided only that any such modification or addition does not materially prejudice the rights of the existing Members.

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- b) The Club shall have full power and unfettered discretion to create separate classes and/or groups of Members if in the opinion of the Club it is commercially advantageous, or for reasons of tax or fiscal planning, or for reasons of administrative convenience to do so, or if in its opinion it is unduly complex or unfair or inequitable not to do so, provided only that any such modifications do not materially prejudice the rights of the existing Members.
- c) The Club shall have full power and unfettered discretion to modify the structure of the Club, the Member's Home Resort, the place of residence of the Club, the choice of law to which the Club should be subject, or in any other way without limitation to vary the plan or the Membership Levels or the operation or management of the Club, if in the opinion of the Club it is commercially advantageous, or for reasons of tax or fiscal planning, or for reasons of administrative convenience to do so, or if in its opinion it is unduly complex or unfair or inequitable not to do so, provided only that any such modifications do not materially prejudice the rights of the existing Members.
- d) The Club shall have full power and unfettered discretion to engage (on such terms as it sees fit) any person or body corporate to carry out any or all of its obligations under these Rules of Occupation, and the fees costs and charges of any such persons or bodies corporate shall form part of the total running costs of the Club and shall accordingly be included in the Service Fees payable to the Club.
- e) The Club shall be entitled without restriction to transfer, cede or assign any or all of its rights and obligations in connection with the Club and the Membership (including, but without prejudice to the generality of the foregoing, the right to transfer, cede or assign any or all of its rights and obligations in connection with the Club within its own group of companies or any third party for any reason).

LIMITATION OF RIGHTS GRANTED

- a) No Member shall be considered to be acquiring a property right by being registered as a Member. Any clause or sub-clause of these Rules of Occupation shall be null and void if the application of that clause or sub-clause would bring any party to this Club Documentation within the scope of any legislation relating to investment or to property rights in the country in which that Member entered into a contract to acquire a Membership. Notwithstanding the fact that any clause or sub-clause of these Rules of Occupation or any of the Club Documentation may have become null and void as a result of the application of this sub-clause, all other clauses or sub-clauses of these Rules of Occupation shall remain valid and enforceable in their entirety.
- b) Purchases of real property are considered to be separate and distinct from the purchase of a Membership and shall in no manner be construed as one and the same.

NOTICES

A notice may be given to a Member by sending it by mail to the Member's address as appearing in the Register of Members. Any notice so sent by mail shall be deemed to have been given the day following that on which the letter was posted. Service of any notice or any document on any one of several joint Members shall be deemed to be effective service on the other joint Members. Any notice or document sent by mail or left at the registered address of a Member in pursuance of these Rules of Occupation shall be deemed to have been duly delivered and

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such service shall be deemed a sufficient service on all persons in any way.

BINDING EFFECT

A copy of these Rules of Occupation is incorporated by reference into each Membership Agreement. By entering into a Membership Agreement, a Member agrees in all respects to be bound by the provisions hereof (as changed, amended, altered, varied, modified and/or supplemented from time to time) as if each and every provision hereof had been included as specific rights and obligations, covenants and agreements of such Membership Agreement. Similarly, the Club is also bound hereby by having entered into each Membership Agreement.

INCONSISTENCIES

In the event of an inconsistency between any provision of the Rules of Occupation and any provisions set forth in the Membership Agreement, then the provisions of the Rules of Occupation shall prevail.

MODIFICATIONS

The Club has the authority, on behalf of the Club, to adopt, publish and enforce the Rules of Occupation for the general good and well-being of the Members. All Members are bound to abide by the Rules of Occupation and agree to cooperate in securing compliance by their families and guests.

RIGHTS OF OCCUPATION

(i) Applications for allocation received subsequent to ninety (90) days prior to commencement of the requested booking to which the application relates may be made by Members but such applications shall be subject to availability and the Club may reject the application altogether on the grounds of non-availability of the requested dates and/or requested Accommodations without offering an alternative. If the application is rejected, or if an alternative Week is offered but is not acceptable, the Member shall not be entitled to carry forward his entitlement. The Weeks unallocated to Members by virtue of the preceding provisions shall belong to the Club.

(ii) No particular Accommodation is guaranteed to any Member activating / purchasing the Membership. Requests for a particular Accommodation or Accommodation at any particular resort, may be made at the time of the request for reservation. Reservations shall be made within the limits provided in sub-clauses i , ii , iii, and iv and such reservations shall be accepted, and a particular Accommodation allocated by the Club thereunder on a "first come, first served" basis subject to Accommodation availability.

(iii) The Club reserves the right to grant alternative Accommodations to the Member and/or Guest Member should the Club deem the move necessary in order to maintain the harmony of the Resort and/ or the Club and allow for the peaceful enjoyment of the Resort by the Member.

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(iv) A Member wishing to exchange a Week through the International Exchange Organization shall apply for and be allocated a Week as outlined in the foregoing sub-clause, subject to availability, notifying the Club in the application that the Week is required for exchange. The Club will submit the exchange request to the International Exchange Organization and inform the Member of the confirmation of the banking of Weeks with the International Exchange Organization. If the member does not accept the exchange(s) offered, the Member shall not be entitled to carry forward his entitlement.

TRANSFER OF RIGHTS OF OCCUPATION

1. Subject to the provisions of the above clause, any Member in Good Standing may apply to dispose of his Membership rights (which shall be indivisible) to any person, whether by sale, gift or otherwise.
2. All transfers are subject to the approval of the Club.
3. Transfer of the Membership and Rights of Occupation shall be subject to a transfer fee established by the Club and which may, from time to time, be changed at the discretion of the Club.
4. Subject to clause 1. Above, on the death of a Member, his personal representative may apply to dispose of his Membership rights in a like manner, also subject to the transfer fee listed in sub-clause 3.
5. Subject to clause 1. above, upon delivery to the Club of the Membership Certificate evidencing the Membership rights to be transferred, together with a signed notarized statement from the transferor authorizing the transfer and the transferee accepting the transfer and all inherent responsibility for the Membership and such transfer fee as the Club shall from time to time determine, the Club shall replace the name of the transferor by that of the transferee in the Register of Members and issue a new Membership Certificate in the name of the transferee.
6. From the date of entry of the name of the transferee in the Register of Members, all obligations of the transferor to the Club under the Membership Agreement (other than obligations of the transferor accrued at the time of the disposal of the Membership Certificate by the transferor to the transferee) shall thereupon cease and the transferee shall acquire all of the rights and all of the obligations of the transferor.
7. Should the Member wish to add additional names to his Membership, the addition must be authorized by the Club, subject to the discretion of the Club. Said addition incurs a fee, per name added, as per the decision of the Club, and pursuant to the level of Membership owned by the Member as well as the maximum number allowed on each type of Membership. All fees assigned to the addition of names are subject to change.

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DIAMOND - LIFESTYLE HOLIDAYS VACATION CLUB, DOM. REP.



BENEFITS

- Transportation to and from POP airport, LHVC, Dominican Republic
- Members lower rate all inclusive (mandatory)
- Members Gold Band granting priority and access
- Access to members ONLY VIP areas (dependent on Membership Agreement level)
- Member area for Weekly Welcome Party, Shows and Events
- Rights to Accommodation types from Membership Agreement level down
- BBQ (Supreme)
- Private chef for breakfast in villas (Supreme)
- Private breakfast (maid) in villas (Gold, Platinum)
- Golf cart in villas (Gold, Platinum, Supreme)

CLUB AFFILIATED HOTELS

The Tropical
Cofresi Palm Beach & Spa Resort
Crown Suites
Residence Suites

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Presidential Suites
The Royal Suites
Sunrise Suites
Imperial Suites Cabarete
Presidential Suites Cabarete
Crown Villas
Royal Lake Village

EVENTS AND SHOWS

Welcome Party:

Sunday Welcome Party might just be the highlight of your vacation! Live music and spectacular performances by our high-energy dancers will keep you entertained late into the night until the grand finale - a dazzling fireworks extravaganza on the beach!

VIP AREAS

VIP BEACH
NV BEACH
SERENITY BEACH
HARMONY BEACH
LIFESTYLE BEACH
DEJA VIEW BEACH
SEA LAVIE
THE TERRACE
AQUARELLA
DOME

RESTAURANTS & BARS

We have a wide variety of restaurants throughout our resort each one offering a unique culinary experience. Please reach out to your Customer Service Representative for details.

Simply Gourmet	Pizza Kitchen
Trapiche Paradise	Saffron
Indochine	Tapas
Bellini Italian Ristorante	Wine Cellar
AZUL	Half Shell
Anja's Lounge	Oh-Creps
Jazz	

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Blues	Scoops
The Blue Lagoon	Coconuts
Intimates	Zen
Rodizio	Beach Avenue Grill
El Pílon	Vienna Coffee House
Moomtaz	The Corner
Skewers	Liams on the Go
Casablanca International Buffet Restaurant	Mila's Lounge
The Pearl	Brick Oven
V.I.P Sports Bar	Wafflerie
Ocean	"W"
Aquarella	Las Canas
La Cayena	Mirage
Stars	Sizzle
Aqua	Cheers
Frost	Pirates Cove
Chasers	Bourbon Street
Cosmopolitan	Bubbles
On The Rocks	Essence
Breezy Blends	Café Java
Mixology	Celebrations
The Spot	Las Palmas
Crystal	Liams Beach Bar
The Cellar	Sea-La-Vie Bar
CC Terrace Bar	

KOSHER

LHVC has been honored with the distinction of receiving the prestigious OK Kosher Certification, one of the most respected global symbols of kosher approval in an era of soaring demand for kosher food. Breakfast from 7:00 a.m. to 10:30 a.m. | lunch from 12:30 p.m. to 3:00 p.m. dinner from 6:30 p.m. to 10:00 p.m. No Reservations Required, but Kosher all-inclusive package a must in order to enjoy the Kosher plan, non-Kosher food also available as part of the normal AI-Inclusive plan. Please contact your Customer Service Representative for details.

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DIAMOND - LIFESTYLE LUXURY VACATION CLUB, DUBAI



BENEFITS

Member related special events

Up to 35 specialty restaurants

A 25% discount on alcohol and all non-member restaurants and bars within Hilton Al Habtoor, The V, and The Metropolitan.

Transportation to and from the Grand Habtoor Resort.

Transportation to and from DXB airport, Dubai

CLUB AFFILIATED HOTELS

Al Habtoor Lifestyle Luxury Resort

Hilton Dubai at Al Habtoor City

Habtoor Palace

V Hotel

Habtoor Grand Resort

Metropolitan Hotel

EVENTS AND SHOWS

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LA PERLE - Experience this groundbreaking production as you are whisked away to a magical world that engulfs onlookers with intense drama, action, and heart-stopping stunts. A show that promises to entertain adults and children alike, La Perle is the spectacular masterpiece that is a MUST SEE! Please reach out to your Customer Service Representative for details. (Payment required, some membership levels exempt)

VIP AREA

SUMMER PLACE
SUNSET LOUNGE

RESTAURANTS & BARS

Below please find a wide variety of specialty restaurants throughout our Club Hotels in Dubai, each offering a unique culinary experience. Your Customer Service Representative can provide you with details or answer any questions you may have.

Firefly	Polo Bar
Ribs and Brew	Luciano's (Set Menu 1)
The Café	Oasis Pool & Bar
The Market	The Equestrian Lounge
Level Seven	The Horse & Hound
Namu	The Grill Pit
V Deck	Andalucia
V Lounge	Salamar
Al Safa	Acaia Lounge
The Red Lion	Al Dhiyafa Grand Kitchen
Don Corleone	Al Manara
Tropicana	Underground Pub
BQ French Kitchen & Bar	Pool Bar
Champagne Lounge	Al Basha
Sidra Tea Lounge	Le Patio
World Cut Steakhouse	Polo Bar – Palace
BQ French Kitchen	Olival
Grand Grill	Babiole
The Atrium - Zoco	Rose & Crown
Al Sheif	

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