# FRIENDSHARE™ DETAILS, TERMS AND CONDITIONS

This program is offered to persons subsequent to their purchase of Club Points in Marriott Vacation Club Destinations<sup>TM</sup>, Australia and is not made as an inducement in connection with the solicitation of a sale.

# **1. DEFINITION OF TERMS**

The following definitions of terms will help you understand how the FriendShare program works:

"Referral" is an individual (or a couple) who meets the qualifications for the offer and is preregistered with you as the referring Member prior to the Referral attending a sales presentation or purchasing a Club Points. To preregister you as the referring Member, you or your Referral must provide your Referral's name, an accurate means of contacting your Referral and your name as the referring Member prior to your Referral attending a sales presentation or purchasing Club Points. If after two years following the registration of the Referral there is no activity (i.e., purchased timeshare, scheduled or attended a sales presentation or is actively in the sales process with a Marriott Vacation Club™ ("MVC") representative), the Referral will be unassigned from the Member, and the Referral will no longer be considered a referral of that Member in the FriendShare program.

"Member" is an individual or entity who purchased and closed on a Club Points and who is in good standing with no delinquencies in payment of annual maintenance fees. If Club Points are owned by more than one Member, all Members named in the Responsible Entity's Register for that membership will be considered one owner for purposes of determining Tier Level (defined below). Members with multiple customer records in the MVC central customer file should designate one customer record to submit all referrals and use when purchasing additional Club Points.

"Club Points" means Club Points in the Club known as the Marriott Vacation Club Destinations, Australia.

### 2. ELIGIBILITY

The terms and conditions of the FriendShare program may vary by country and state. Your residence, as reflected in the MVC central customer file, will determine your eligibility as well as the terms and conditions under which you may participate in the FriendShare program. The FriendShare program is void where prohibited by law. Residency of any referral provided will determine whether Club Points may be solicited or sold to such referral. In order for a Member to be eligible to earn benefits through the FriendShare program, Referrals need to meet the qualifications of the offer and be pre-registered in the program prior to attending the sales presentation.

Employees of Marriott Vacations Worldwide Corporation, and their affiliates and subsidiaries are ineligible to receive Marriott Bonvoy<sup>TM</sup> Points and maintenance fee (also referred to as Annual Dues) credits through the FriendShare program.

Member must obtain the Referral's consent for a MVC representative to contact the Referral. The Friendshare offer cannot be used in conjunction with any other MVC offer and is non-transferrable.

FriendShare Start Date: The FriendShare program's benefits, as described below, are effective as of March 18, 2016.

#### **Duplication of Referrals:**

In the event of a duplication of a Referral, the Member who first registered the Referral with MVC will have precedence and will receive any Marriott Bonvoy Points or maintenance fee credit awarded as a result of the Referral engaging in subsequent qualifying activity for up to two years after the date the Referral was registered with the FriendShare program. If after two years from the date of registration of the Referral there is no activity (i.e., purchased timeshare, scheduled or attended a sales presentation or is actively in the sales process with a MVC representative), the Referral will be unassigned from the Member and the referral of the Member will no longer be considered a Referral in the FriendShare program.

#### Exclusions:

Referrals who purchase Club Points from any individual or entity, other than Marriott Vacation Club International or its respective affiliates or through a sale not brokered by Marriott Vacation Club International, or an affiliate, shall not entitle a Member to earn Marriott Bonvoy points or maintenance fee credits through the FriendShare program.

## 3. REWARDS

#### Eligible Rewards

Tier 1 Reward	Tier 2 Reward	Tier 3 Reward
50,000 Marriott Bonvoy Points	100,000 Marriott Bonvoy Points	150,000 Marriott Bonvoy Points
Or	or	or
\$500 Maintenance Fee Credit	\$1,000 Maintenance Fee Credit	\$1,500 Maintenance Fee Credit

#### Tier Levels:

#### Tier 1

When your Referral purchases 1,500 or more Club Points, you may earn Tier 1 status and may be eligible to receive up to 50,000 Marriott Bonvoy Points or up to a \$500 maintenance fee credit.

#### Tier 2

When a different Referral, whose purchase did not qualify the Member for Tier 1 status, purchases 1,500 or more Club Points within a 2-year period from the date you earned Tier 1 status, you may earn Tier 2 status and you may be eligible to receive up to 100,000 Marriott Bonvoy Points or up to a \$1,000 maintenance fee credit.

#### Tier 3

When a different Referral, whose purchase did not qualify the Member for Tier 1 or Tier 2 status, purchases 1,500 or more Club Points within a 2-year period from the date you earned Tier 2 status, you may earn Tier 3 Status and you may be eligible to receive up to 150,000 Marriott Bonvoy Points or up to a \$1,500 maintenance fee credit.

You may earn a tier level when you purchase a minimum of 1,500 additional Club Points; however, FriendShare rewards are not awarded for the purchase of additional Club Points.

Retaining Your Tier Status: Once you have attained a tier status (Tier 1, Tier 2 or Tier 3), you may retain your current status if one of the following activities occurs within two years of the date of your last eligible transaction:

- You purchase a minimum of 1,500 additional Club Points;
- A Referral (who has not previously purchased) purchases a minimum of 1,500 Club Points; or
- A Referral completes a sales presentation.

Tier Recognition for Member Purchases: Members who purchase additional Club Points shall not be eligible for Marriott Bonvoy Points or maintenance fee credits. However, the purchase shall count as a purchase for tier recognition status.

# 4. REWARDS REDEMPTION, TERMS AND AGREEMENTS

FriendShare Benefit: FriendShare Benefit: Maintenance Fee credits is the default FriendShare benefit. To change your FriendShare benefit from maintenance fee credit to Marriott Bonvoy Points, you must contact us at +61756290300<sup>†</sup>.

<sup>+</sup>The benefit change must be made prior to you or your Referral completing a sales presentation or purchasing Club Points.

Marriott Bonvoy: For complete Marriott Bonvoy Program Terms and Conditions\*, please refer to https://www.marriott.com/loyalty/terms/default.mi. To redeem your Marriott Bonvoy Points, please call 800-450-4442 or visit https://www.marriott.com/help/loyalty-customer-support.mi for assistance. The FriendShare program is void where prohibited by law.

#### Credit for Marriott Bonvoy Points:

Marriott Bonvoy Points for Members will be credited to your account within 4 to 6 weeks after the closing of the purchase of Club Points by your Referral. Only your Referrals' initial purchase of a Club Points will qualify you to receive Marriott Bonvoy Points.

Redemption of Marriott Bonvoy Points is subject to the terms and conditions of the Marriott Bonvoy Program. Marriott Bonvoy, Marriott International, Inc. and its partners have the right to change, limit, modify or cancel Marriott Bonvoy Program rules, regulations, rewards and reward levels at any time. That includes, but is not limited to, increasing levels or number of Marriott Bonvoy Points required for a reward, changing rewards, adding unlimited blackout dates, limiting rooms available at any Marriott hotel or resort, Marriott travel partners, or changing or canceling our travel partner rewards. In the event that any of these conditions occur, you may not be able to obtain certain rewards. MVC has the right to change, limit, modify, terminate or cancel the FriendShare program, Marriott Bonvoy Program or their rules, regulations, rewards and reward levels at any time.

The awarding of Marriott Bonvoy Points may subject you to tax liability and/or other ancillary charges, which will be your sole responsibility. In the case of fraud or abuse involving the FriendShare program, Marriott Bonvoy Points or Marriott Bonvoy Point use, Marriott International, Inc. and its travel partners have the right to take appropriate administrative and/or legal action, and all accrued Marriott Bonvoy Points or other FriendShare benefits will be forfeited and your account closed.

#### Maintenance Fee Credit:

Maintenance fee credits for Members will be credited to your account within 4 to 6 weeks after the closing of the purchase of Club Points by your Referral. Only your Referrals' initial purchase will qualify you to receive the maintenance fee credit.

In the event that you own a timeshare interest in more than one MVC timeshare plan and your Referral purchases, the credit will be applied first to your maintenance fee obligation(s) at the plan in which the Referral purchases (and which may be subject to different Terms & Conditions). In the event you do not own a timeshare interest in the MVC plan in which your Referral purchases, the maintenance fee credit then will be applied to your highest unpaid maintenance fee obligation. The credit will be applied to your next due and outstanding maintenance fee obligation based on the date your Referral closes on their purchase.

The awarding of maintenance fee credits may subject you to tax liability and/or other charges that will be your sole responsibility. All taxes on the credits received from the FriendShare program or any other similar program offered by MVCI and any and all applicable fees imposed by entities other than MVCI or its subsidiaries will be the obligation of the Member.

In the event accumulated maintenance fee credits acquired during a calendar year reach 100% of your next due and outstanding maintenance fee obligation, the remaining balance of your maintenance credits will be applied to the following year's maintenance fee obligation, or for Members with multiple memberships the remaining balance of your maintenance fee credit will be applied to your next oldest unpaid maintenance fee obligation.

Maintenance fee credits are nontransferable and cannot be redeemed for cash. In the event that you transfer your Club Points and are no longer responsible for any future maintenance fees, any unapplied maintenance fee credits accumulated will be forfeited immediately.

Maintenance fee credits cannot be applied to past-due or delinquent maintenance fee obligations.

The maintenance fee credit does not apply to any special assessments that may be levied by the Responsible Entity and/or billed separately.

# 5. ADDITIONAL REGULATIONS

Your use of marketing channels, including but not limited to print media or online advertising, to attract individuals for referral shall be considered an abuse of the FriendShare program and may result in termination or forfeiture of any accrued FriendShare benefits and/or other penalties. Referrals obtained through submittal of membership lists, telephone directories or other similar sources will not be accepted. MVC reserves the right to accept or reject referrals, and to change the details, terms and conditions of the FriendShare program, at any time, in its sole discretion. MVC also reserves the right to deny any Member the ability to participate in the FriendShare program.

The purpose of this program is to obtain the names and addresses of prospective purchasers. Any acquired names and addresses may be used for the purpose of soliciting applications for membership of the Marriott Vacation Club Destinations, Australia. By participating in this program, you acknowledge and consent that MVC may from time to time disclose to your Referral that you provided your Referral's contact information. This is not an offer to sell or a solicitation to purchase anything. You should not undertake any representation of MVC's Vacation Ownership program whatsoever. You are not authorized to present, sell or negotiate the sale of Club Points on behalf of MVC or any other person. This program is not a contest.

\* The Marriott Bonvoy Program is subject to modification, cancellation or limitation at the discretion of Marriott International, Inc.. All Marriott Bonvoy terms and conditions apply.

You must not give to any prospective purchasers or use any materials that describe the Club other than the Product Disclosure Statement without our prior written consent. You do not and are not authorised or required to provide any financial services in connection with the Club.



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