



LOYALTY CASH BACK PROGRAM ENROLLMENT FORM

Congratulations! Your purchase of a vacation membership today includes the Vacation SafeGuard Loyalty Cash Back Program, offering a fully protected 100% Cash Back Option.

By signing below, you acknowledge that this Loyalty Cash Back Program, including all benefits, is administered and managed independently by Vacation SafeGuard Limited, and not The Branson Club where you purchased your membership. You therefore also agree to hold harmless The Branson Club from any and all claims for benefits associated with the Loyalty Cash Back Program and fully understand that all redemptions of Cash Back Options will be issued directly by Vacation SafeGuard Limited.

Vacation SafeGuard herein offers to you, the Beneficiary, the right to participate in the Loyalty Cash Back Program that obligates Vacation SafeGuard to pay you the full purchase amount detailed below, with no additional fees to register, maintain or exercise your option, subject to the terms and conditions and definitions available below and online at www.safeguardmembers.com/terms. The right to participate in this program carries no separate monetary value. You will be sent confirmation of enrollment via email and we request that you use the information provided to log in at www.safeguardmembers.com/member-login to verify and maintain your details throughout the program term. By accepting the right to participate in this program, you understand, acknowledge and agree to be bound by the Terms & Conditions in their entirety.

MEMBER INFORMATION		
Lead Member Name:	Date Of Birth:	
Lead Member Email Address:		
Home Address:		
City:	State / Province:	Zip / Postcode:
Country:	Mobile:	Landline:
Additional Member Name:	Date Of Birth:	

PROGRAM INFORMATION	
Club Name:	Location:
Total Sales Price:	Date Of Sale:
SafeGuard Cash Back Amount:	Program Term:
Authorized By:	

SIGNATURES	
I hereby agree to be enrolled in the Vacation SafeGuard Loyalty Cash Back Program in accordance with all terms and conditions contained herein. I acknowledge that all of the information above is accurate, and that I have received a copy of this application.	
Lead Member:	Date:
Additional Member:	Date:



LOYALTY CASH BACK PROGRAM TERMS & CONDITIONS

IF YOU ARE UNCLEAR OR HAVE ANY QUESTIONS OR ANY QUERIES ABOUT THESE TERMS AND CONDITIONS, YOUR RIGHTS, THE ACTIONS REQUIRED BY YOU AND THE BENEFITS OF THIS OFFER, IMMEDIATELY CONSULT WITH YOUR SALES AGENT AND / OR RESORT OR CLUB WHERE YOU PURCHASED YOUR MEMBERSHIP AND / OR VISIT THE 'FREQUENTLY ASKED QUESTIONS' SECTION OF OUR WEBSITE AT. IN THE CASE THERE IS INCONSISTENCY IN A STATEMENT OR COMMENT BETWEEN ANY OTHER DOCUMENT AND THESE TERMS AND CONDITIONS, THE STATEMENT MADE ON THESE TERMS AND CONDITIONS SHALL PREVAIL.

Vacation SafeGuard Limited ("VSL", "Provider") herein offers to you, the Beneficiary, the right to participate in our VSL Loyalty Cash Back Option Program (the "Program" to exercise the "Option") that unequivocally obligates VSL to pay you the promised Cash Back Amount subject to these Terms and Conditions.

By accepting the right to participate in the Program, you understand, acknowledge and agree to be bound by the Terms and Conditions of this offer in its entirety which may be amended by the Provider from time to time without prior notice. The right to participate in the program carries no separate monetary value and is offered only in conjunction with a completed vacation membership purchase agreement. To be eligible to exercise your right to this program, you understand and agree that you are individually and severally responsible to strictly comply with all terms and conditions in a timely manner. You also understand and agree that any actions by you that constitute, in the sole discretion of the provider, non-compliance with these terms or conditions may result in (a) your forfeiture of your right to participate in the program; (b) the expiration of your right to exercise the cash back option; or (c) provider declining benefits of an exercised option.

****IMPORTANT INFORMATION****

There is absolutely no mechanism for reviving, recovering or reinstating an expired right to participate in the VSL Cash Back Option Program. In the case of any ambiguity of any term or condition or definition contained herein, you understand and agree that the test of "a reasonable man" shall be applied.

Your registration with the program is initiated when you purchase a third-party vacation membership product that offers the program and the appropriate fee has been paid in full by the third-party on your behalf. A membership login will be created for you on www.safeguardmembers.com for you to verify or update your contact information and access the Exercise My Option form.

1. EXERCISING YOUR OPTION

At the halfway point through your membership you will be required to complete and return the Exercise My Option Form. For clarification, an example of time period would be the one-year period between the 10th and 11th year anniversaries of a 20 year program. This is to confirm you are still active with your vacation membership and intend to request your cash back payout at the end of the term. VSL will confirm receipt by letter or email within thirty (30) days.

2. FORFEITURE OF YOUR VSL CASH BACK OPTION

You are subject to forfeiture and loss of your right to exercise Your VSL Cash Back Option if:

- I. You sell or transfer your membership to a person or entity other than a Permitted Transferee.
- II. You do not provide notice to VSL by registered mail of your transfer to a Permitted Transferee within ninety one (91) days of effective date of transfer.
- III. You did not submit your Exercise My Option form to VSL during the three hundred and sixty five (365) day Exercise Period.

- IV. Payments related to your ownership such as but not limited to, loan payments or annual dues, fall into arrears that exceed ninety one (91) days from original due date.
- V. You do not respond within ninety (90) days to actionable correspondence or requests from VSL or your vacation provider in relation to the program.
- VI. You do not request and complete the payout transaction within three hundred and sixty five (365) days from the end of your program term.

3. CASH BACK AND CLOSING

Within thirty (30) days prior to the end of your program term, VSL will issue you with a Confirmation Of Payout form. You will then have up to three hundred and sixty five (365) days from the end of the program term to complete and return the form along with any additional verification information that is requested, which may include, but not limited to:

- I. Documentation sufficient to establish that in the sole discretion of VSL You are the original owner or a Permitted Transferee.
- II. Written confirmation from your Association and / or management company confirming that:
 - A. There are no current payment arrears on your account, and during the term there has not been any arrears that exceeded ninety one (91) days.
 - B. Any fees that may become due on or before your payout date have been paid in full.
 - C. You have good, clean title to the program or product.
 - D. The Association has not received notice and / or has no knowledge of any Lien, unpaid taxes, or other assessment or encumbrance registered or pending against your owned product or program.
- III. Your authorization to VSL as required that permits VSL to independently verify your settlement of all arrearages.

Once all required information has been received and verified, subject to the terms and conditions of the program, VSL will advise you of the Payment Date for the payment, along with confirmation of the amount due.

4. GENERAL TERMS AND CONDITIONS

- I. Transferability. Your VSL Cash Back Option IS NON-TRANSFERRABLE TO ANY OTHER PARTY, except to a Permitted Transferee.
- II. Permitted Transferee. A parent or child related to you by blood or by legal adoption, or your spouse (as defined under the applicable laws of the location of your primary residence) or recipient of your estate in case of death.
- III. Tax Implications. You may be subject to federal, provincial, state, or local tax on any payment made to you by VSL or it assigns. You are solely responsible for making the appropriate tax declarations. VSL retains no liability whatsoever to make or administer or submit deductions and/or remittances and/or filings on your behalf. Any document or payment filed with VSL shall be sent by registered mail to: VSL Cash Back Program, Vacation SafeGuard Limited Suite 301 Plaza 1, 2000 Argentia Road Mississauga, ON L5N 1P7 Canada; or to such other address that VSL may, from time to time, designate by written notice to you.
- IV. Governing Law. These Terms and Conditions shall be governed by and construed in accordance with the laws of Canada exclusively, without regard to its conflict of law or rules.

This VSL Loyalty Cash Back Option is provided by VSL as an independent service provider that is solely responsible for the administration of your VSL Cash Back Option. Unless otherwise expressly stated by VSL, the Developer / Marketer / Vacation Provider does not act either as an Agent or an assign of VSL.

5. VACATION SAFEGUARD LIMITED'S RIGHT TO AMEND THE CASH BACK OPTION PROGRAM

VSL reserves the right, in its sole discretion and without consultation with any other party, to amend, modify, append and / or change the provisions, wording, content, actions required, benefits (altogether the "Amendments") of the VSL Cash Back Option Program. Your right to participate in and the benefits to you of the VSL Cash Back Option Program shall be interpreted by these Terms and Conditions inclusive of any Amendments existing at the date you qualify for the right to Exercise the VSL Cash Back Option.

6. DEFINITIONS

- I. Association: means the homeowners' association or similar organization that is responsible for the operation and maintenance of the Development/Resort.
- II. VSL Cash Back Amount: means the amount you receive if you comply completely with all the terms and conditions contained herein and those of your vacation provider. The amount is calculated to be the original purchase price of your vacation membership or ownership.
- III. Payment Date: means the date scheduled by VSL to pay you the full cash back amount, which shall be notified to you on receipt by VSL of all of the documents required.
- IV. Developer: means the developer or the marketer of the Development or the operator of the sales center where you purchased your vacation membership program or package.
- V. Exercise Period: means the 1 year term halfway through the membership. For clarification, an example of time period would be the one-year period between the 10th and 11th year anniversaries of a 20 year program.
- VI. Lien: means an interest, including the right to take and hold or sell your membership / ownership, given as security for payment of a debt or discharge of an obligation. Also included in this definition are any liens created by operation of law such as mechanic's liens and other similar liens.
- VII. Permitted Transferee: means a parent or child related to you by blood or by legal adoption, or your spouse (as defined under the applicable laws of the location of your primary residence) to whom you transfer ownership, or recipient of your estate in case of death. A Permitted Transferee shall be entitled to the right to exercise and all benefits of exercising this VSL Cash Back Option. A Permitted Transferee shall be subject to all of the terms and conditions as if the Permitted Transferee was the original purchaser of the vacation membership / ownership product or program. This VSL Cash Back Option is not sellable, transferable or assignable to any person(s) or entity(s) other than a Permitted Transferee.
- VIII. Termination Date: Means the date at which the Option expires or terminates, which is the earlier of a) the date on which a transfer is made to a person(s) or entity(s) that is not a Permitted Transferee; or b) the VSL Option Expiry Date, if you have not, or cannot, or fail to exercise or are prevented from exercising your Option through no fault of VSL; or c) the Transfer Date, if you have exercised your Option and satisfied all the terms and conditions; or d) if you exercise your right to this Option but fail to comply with full terms and conditions.
- IX. You, Your and Beneficiary: means the Purchaser or Purchasers collectively and / or severally of the membership / ownership that is purchased concurrently with the issue of this VSL Cash Back Option.

7. BINDING INDIVIDUAL ARBITRATION

- I. Purpose. The term "Dispute" means any dispute, claim or controversy between You and Vacation SafeGuard Limited ("VSL") or any of its officers, directors, employees and agents and Assigns, or any other person or entity that has or had a contract or arrangement with VSL, regarding your VSL Cash Back Option (the "VSL Cash Back Option Program"), whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory, and includes the validity, enforceability or scope of this section (with the exception of the enforceability of the Class Action Waiver clause below). "Dispute" is to be given the broadest possible meaning that will be enforced. If you have a Dispute that cannot be resolved through negotiation within the time frame described in the "Notice of Dispute" clause below, other than those matters listed in the Exclusions from Arbitration clause, You and the person or party that You have the Dispute with will seek resolution of the Dispute only through arbitration of that Dispute in accordance with the terms of this section and not litigate any Dispute in court. Arbitration means that a neutral arbitrator instead of a lawsuit filed in court and tried by a judge or jury will resolve the Dispute.
- II. Exclusions from Arbitration. IT IS AGREED THAT ANY CLAIM FILED IN SMALL CLAIMS COURT IS NOT SUBJECT TO THE ARBITRATION TERMS CONTAINED IN THIS EXHIBIT.
- III. Right to Opt Out of Binding Arbitration and Class Action Waiver Within 30 Days. If you do not wish to be bound by this binding arbitration and class action waiver clause, you must notify VSL in writing within 30 days of the date that you file a notice of dispute unless a longer period is required by applicable law. Your written notification must be mailed to: Vacation SafeGuard Limited 2000 Argentia Road Plaza 1 Suite 301 Mississauga, ON, Canada, attn: legal department/arbitration and must include: (1) your full name, (2) your

address, (3) your purchaser id and purchase date, and (4) a clear statement that you do not wish to resolve disputes through arbitration.

- IV. Notice of Dispute. If you have a dispute, you must send written notice to Vacation SafeGuard Limited to give the person or entity you have the dispute with the opportunity to resolve the dispute informally through negotiation. You agree to negotiate resolution of the Dispute in good faith for no less than 60 days after You provide notice of the Dispute. If the Dispute is not resolved within such 60-day period, You or the person or entity You have the Dispute with may pursue the Dispute in arbitration pursuant to the terms in this section.
- V. Class Action Waiver. Any dispute resolution proceedings, whether in arbitration or court, will be conducted only on an individual basis and not in a class or representative action or as a named or unnamed member in a class, consolidated, representative or private attorney general action, unless both you and the person or entity with which you have the dispute specifically agree to do so in writing following initiation of the arbitration. This provision is not applicable to the extent such waiver is prohibited by law.
- VI. Arbitration Procedures. Except as provided in this section, any Dispute shall be settled by binding arbitration heard by three (3) arbitrators (at least one of whom shall be an attorney with experience in Vacation Intervals), in accordance with the Commercial Arbitration Rules (“Rules”) of the Canadian Arbitration Association. The arbitrators shall be appointed in accordance with the Rules. The arbitrators shall be bound by the terms and conditions of this section and shall have no power, in rendering the award, to alter or depart from any express provision of the terms and conditions document, and their failure to observe this limitation shall constitute grounds for vacating their award. Any award of the arbitrators shall be final and binding upon the parties and judgment may be entered in any court of competent jurisdiction, including, without limitation, the courts of any federal court in Canada. The award and judgment thereon may include injunctive relief, shall include interest at the legal rate from the date that the sum awarded to the prevailing party was originally due and payable, and reasonable attorneys’ fees and other arbitration costs, including, without limitation, reasonable costs associated with expert witnesses.
- VII. Location of Arbitration. You or the person or entity You have a Dispute with may initiate arbitration in either Canada or the county in which You reside. In the event that You select the county of Your residence, the person or entity You have the Dispute with may transfer the arbitration to Canada, provided that in this event that it agrees to pay any reasonable additional fees or costs You incur as a result of the change in location, as determined by the arbitrators.
- VIII. Severability. If any clause within this section (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this section, and the remainder of this section and summary will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire section will be unenforceable, and the Dispute will be decided by a court and You and the person or entity You have a dispute with each agree to waive in that instance, to the fullest extent allowed by law, any trial by jury.
- IX. Continuation. This section shall survive any termination of Your VSL Cash Back Option.
- X. Jurisdiction. Any dispute not subject to arbitration and not initiated in small claims court shall be litigated in a court of competent jurisdiction in Ontario, Canada.