



## LOYALTY CASH BACK PROGRAM ENROLLMENT FORM

Congratulations! Your purchase of a vacation membership today with The Park at Foxborough includes the Vacation SafeGuard Loyalty Cash Back Program, which provides a fully protected cash back option of up to 100% of your membership purchase price based on the length of time you remain an active member.

Vacation SafeGuard herein offers to you, the Beneficiary, the right to participate in the Vacation SafeGuard Loyalty Cash Back Program that obligates Vacation SafeGuard to pay you the full term SafeGuard Cash Back Amount detailed below upon the completion of the program term, or structured portion thereof if redeemed sooner, with no additional fees to register, maintain or exercise your Cash Back Option, subject to the terms and conditions below. The right to participate in this program carries no separate monetary value.

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

By accepting the right to participate in this program, you understand, acknowledge and agree to be bound by the enclosed 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:
Full Term 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 THE COMPANY WHERE YOU PURCHASED YOUR MEMBERSHIP AND / OR CONTACT US VIA YOUR MEMBER PORTAL ON OUR WEBSITE AT [SAFEGUARDMEMBERS.COM](https://safeguardmembers.com). 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 LLC (“VSG”, “Provider”) herein offers to you, the Beneficiary, the right to participate in the Vacation SafeGuard Loyalty Cash Back Program (the “Program” to exercise the “Option”) that unequivocally obligates VSG to pay you the promised SafeGuard 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 at time of signing. 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 Vacation SafeGuard Loyalty Cash Back Program. Please read section six (6) carefully for possible causes of forfeiture. 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.

### **1. ACTIVATION OF YOUR PROGRAM**

Your enrollment is initiated when you purchase a third-party vacation membership product that offers the Program.

You will receive an email with an activation link enclosed in order to activate access to your Member Portal at <https://safeguardmembers.com>. This Member Portal enables you to verify your program details and update your contact information throughout the term, as well as providing program information and redemption options. If you do not receive this email, after checking your junk folder first, please request a new link by emailing [contact@safeguardmembers.com](mailto:contact@safeguardmembers.com).

Upon enrollment, your membership status will initially show as “pending”. Once your membership purchase is completed and our enrollment fee is received from The Park at Foxborough your membership status will change to “active” and the Program will begin. This may take up to thirty (30) days.

## **2. LOYALTY CASH BACK CREDITS**

Each year that you remain an active member in accordance with these terms and conditions, an amount of Loyalty Cash Back Credits will be credited to your account in your Member Portal. The equal amount of Loyalty Cash Back Credits received each year is calculated by the Full Term SafeGuard Cash Back Amount divided by the number of years of the Program Term. The maximum amount of Loyalty Cash Back Credits awarded will not exceed the Full Term SafeGuard Cash Back Amount.

## **3. REDEMPTION OPTIONS**

You can redeem your Loyalty Cash Back Credits in the following ways:

- A.** At any time during the Program Term you can redeem your Loyalty Cash Back Credits towards any qualifying membership upgrade offered by The Park at Foxborough.
- B.** At any time after 50% of the Program Term has elapsed you have the option to cash out your Loyalty Cash Back Credits.

## **4. REDEMPTION PROCEDURES**

Depending on when you exercise your chosen redemption option, one of the following procedures will apply:

- A.** If you redeem early towards an upgrade offered by The Park at Foxborough, payment will be sent directly to The Park at Foxborough and your Vacation SafeGuard Loyalty Cash Back Program will be considered completed and paid in full.
- B.** At the halfway point through your membership you will be required to complete and return the Exercise My Option Form, accessible from your member login at [www.safeguardmembers.com](http://www.safeguardmembers.com). VSG will confirm receipt by letter or email within thirty (30) days. 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 a future cash payout up to the maximum Full Term SafeGuard Cash Back Amount at the end of the Program term. A cash out option can then be requested at any time and the payment, equal to the Loyalty Cash Back Credits accrued will be issued within ninety (90) days and no further payouts will be due.
- C.** If you are still an active member at the end of the Program Term you will be eligible for the Full Term SafeGuard Cash Back Amount and you will be issued 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 to claim your payout.

## **5. RECEIVING CASH BACK AND CLOSING**

All redemption options requests may require additional verification information such as:

- A.** Documentation sufficient to establish that in the sole discretion of Vacation SafeGuard, you are the original owner or a Permitted Transferee.
- B.** Written confirmation from The Park at Foxborough confirming that: (1) There are no current payment arrears on your account, and during the term there has not been any arrears that exceeded ninety (90) days. (2) Any fees that may become due on or before your payout date have been paid in full. (3) The Park at Foxborough 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.
- C.** Your authorization to Vacation SafeGuard, if required that permits the settlement of all arrearages.

## **6. FORFEITURE OF LOYALTY CASH BACK PROGRAM**

You are subject to forfeiture and total unrecoverable loss of your right to the Vacation SafeGuard Loyalty Cash Back Program and all associated Loyalty Cash Back Credits and promised Full Term SafeGuard Cash Back Amount if:

- A.** Any payments related to your purchase with The Park at Foxborough such as but not limited to, loan payments or annual dues, fall into arrears that exceed ninety (90) days from original due date.
- B.** You sell or transfer your membership to a person or entity other than a Permitted Transferee.

- C. You do not provide notice to VSG by registered mail using the current mailing address referenced in your Member Portal of your transfer to a Permitted Transferee within ninety (90) days of effective date of transfer.
- D. You do not respond within ninety (90) days to actionable correspondence or requests from VSG or The Park at Foxborough in relation to the program.
- E. You did not submit your Exercise My Option form to VSG during the three hundred and sixty five (365) day Exercise Period.
- F. You do not request and complete the payout transaction within three hundred and sixty five (365) days from the end of your program term.

## 7. GENERAL TERMS AND CONDITIONS

- A. **Transferability.** Your Program IS NON-TRANSFERRABLE TO ANY OTHER PARTY, except to a Permitted Transferee.
- B. **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.
- C. **Tax Implications.** You may be subject to federal, provincial, state, or local tax on any payment made to you by VSG or it assigns. You are solely responsible for making the appropriate tax declarations. VSG 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 VSG shall be sent by registered mail to: VSG Cash Back Program, Vacation SafeGuard LLC, 6965 Piazza Grande Avenue, Suite 407, Orlando, FL, 32835, USA; or to such other address that VSG may, from time to time, designate by written notice to you.
- D. **Entire Agreement.** The entire agreement with respect to the subject matter is contained herein. You acknowledge that this Agreement supersedes all other agreements, undertakings, negotiations and discussions, whether oral or written, between the parties with respect to the subject matter of this Agreement. There are no other promises, representations of warranties affecting this Agreement.
- E. **Governing Law.** These Terms and Conditions shall be governed by and construed in accordance with the laws of Florida exclusively, without regard to its conflict of law or rules.

This Vacation SafeGuard Loyalty Cash Back Program is provided by VSG as an independent service provider that is solely responsible for the administration of Your Program. Unless otherwise expressly stated by VSG, The Park at Foxborough does not act either as an Agent or an assign of VSG.

## 8. VACATION SAFEGUARD LLC'S RIGHT TO AMEND THE PROGRAM

Your right to participate in and the benefits to you of the Program shall be interpreted by the Terms and Conditions herein at time of signing, plus any necessary amendments or additions existing at the date you qualify for the right to exercise any Redemption Option. In the interests of improving the Program, VSG 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 Program for future purchasers.

## 9. DEFINITIONS

- A. **Full Term SafeGuard Cash Back Amount:** means the maximum amount as stated above that you can receive at the end of the Program Term if you comply completely with all the terms and conditions contained herein.
- B. **Loyalty Cash Back Credits:** means the value awarded for each completed year of active membership in accordance with all the terms and conditions contained herein. This is calculated by the Full Term SafeGuard Cash Back Amount divided by the Program Term.
- C. **Payment Date:** means the date scheduled by VSG to pay you the full SafeGuard Cash Back Amount, or portion thereof, which shall be notified to you on receipt by VSG of all of the documents required.
- D. **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.

- E. 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.
- F. 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 the Program 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 Program is not sellable, transferable or assignable to any person(s) or entity(s) other than a Permitted Transferee.
- G. Termination / Termination Date:** means the end of the program either through a forfeiture or a successful redemption option.
- H. 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 Program.

## **10. INDEMNIFICATION**

Beneficiary agrees to indemnify, defend, protect and hold harmless The Park at Foxborough and its Affiliates, shareholders, partners, participants, directors, officers, managers, employees, and other agents (collectively the "The Park at Foxborough Entities"), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses, and disbursements of any kind or nature whatsoever, including without limitation, reasonable attorney's fees and disbursements in connection with any investigative, administrative, or judicial proceeding, imposed on, incurred by or asserted against such The Park at Foxborough Entities, whether direct or indirect, resulting from either; (i) The Park at Foxborough Entities actions or omissions in connection with its obligations under this Program, on the marketing/sale of Memberships which include The Loyalty Cash Back Program, or (ii) The Park at Foxborough Entities gross negligence or its employees' fraud, misrepresentation or willful misconduct. This obligation to indemnify shall arise whether or not the action is based on U.S. or Canadian, federal, state, provincial, or local laws or regulations, under common law or in equity, or in contract, tort or otherwise.

## **11. BINDING INDIVIDUAL ARBITRATION**

- A. Purpose.** The term "Dispute" means any dispute, claim or controversy between You and Vacation SafeGuard LC ("VSG") 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 VSG, regarding your Vacation SafeGuard Loyalty Cash Back Program (the "Program" to exercise the "Option"), 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.
- B. 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.
- C. 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 Vacation SafeGuard 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: SafeGuard LLC, 6965 Piazza Grande Avenue, Suite 407, Orlando, FL, 32835, USA, 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.

- D.** Notice of Dispute. If you have a dispute, you must send written notice to Vacation SafeGuard LLC 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.
- E.** 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.
- F.** 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 ownerships or your specific product type), in accordance with the Commercial Arbitration Rules (“Rules”) of the American 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 United States. 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.
- G.** Location of Arbitration. You or the person or entity You have a Dispute with may initiate arbitration in either United States 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 United States, 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.
- H.** 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.
- I.** Continuation. This section shall survive any termination of Your Program.
- J.** Jurisdiction. Any dispute not subject to arbitration and not initiated in small claims court shall be litigated in a court of competent jurisdiction in Florida, USA.