

Exchange & Play Terms and Conditions

To better serve Exchange & Play Members, Classic Holidays have developed a number of simple terms and conditions that act as guidelines for the interaction between Classic Holidays and its Members. Please contact the Classic Holidays Member Services office to discuss any questions relating to any of the conditions outlined below. In order for a resort week owner to participate in the Classic Holidays Exchange & Play program, the following conditions must be met: (1) the resort week owner must not be in default under their purchase contract or membership agreement with their respective resort or Timeshare plan and are current on all annual maintenance fees, assessments, dues, taxes, and other charges relating to their ownership/membership in the applicable resort or Timeshare plan; (2) with respect to any purported holiday property, the holiday or vacation apartment unit purported to be a holiday property must meet all of the Classic Holidays qualifications for a Holiday Property as determined by Classic Holidays in its sole discretion, (3) the resort at which an accommodation or holiday property is located must be operated in a commercially reasonable fashion as determined by Classic Holidays in its sole discretion and any holiday or vacation apartment must qualify as a holiday property; and (4) the resort week owner must have the sole ownership and/or use rights in the deposited week at the time the exchange is confirmed.

Use of Resort Weeks

Use by Classic Holidays

A Classic Holidays Member relinquishes all rights to the use and occupancy of his/her resort week upon depositing it into the Exchange & Play week Pool. Classic Holidays reserves the right to assign the deposited resort weeks to others, whether or not the depositing Exchange & Play Member has requested or received an exchange. Deposited weeks may be used by Classic Holidays to satisfy exchange requests, as bonus time, as additional benefits, to accommodate inspection visits by Classic Holidays personnel, for promotions, sale, marketing, or any other purposes as determined by Classic Holidays in its sole discretion. Deposited weeks may not be withdrawn from the Exchange & Play week pool by the depositing Exchange & Play Member. Classic Holidays reserves the right in its sole discretion to modify the terms of any deposited week transfers.

Use by Exchange & Play Members

Participation in the Exchange & Play program is for personal, non-commercial purposes only. The commercial use, including without limitation the auction, rental or sale, of Resort Weeks obtained through Classic Holidays (whether by exchange, bonus time or additional benefits) exchange requests or confirmed exchanges is strictly prohibited. However Exchange & Play Members may assign their resort weeks to guests as set forth in this document.

The only person who may make an exchange request or receive a confirmed exchange with respect to a deposited resort week shall be owner of the respective week. A confirmed exchange may only be used by an Exchange & Play Member or guest whose name appears on the confirmed reservation.

The Terms of Your Deposit

The maintenance fees on the week being deposited must be paid in full prior to final confirmation of an Exchange.

The week deposited for the exchange cannot be utilised or assigned to another party or company. The Exchange & Play Member must not deposit the week with more than one exchange company at a time in any one entitlement period, as this will cause an overbooking of the unit at the home resort. Any expenses incurred to an inbound guest or Classic Holidays, denied access to the deposited week as a result of a double banking with another exchange company, will be the Exchange & Play Members responsibility.

A number of resorts like to bank the weeks on their owner's behalf. Please check with the resort if unsure of the resort banking procedure or Classic Holidays Member Services can advise which resorts operate on this basis.

Classic Holidays will accept an Exchange & Play Members deposit week up to eight (8) weeks prior to the expiration date (or check-in date) of the week.

Deposit Credit - (Bank & Save option)

When a week is banked with Classic Holidays, the Exchange & Play Member will be issued with a "Deposit Credit". This deposit credit is valid for three (3) years from the date of deposit, and is available for the Exchange & Play Member to exchange against at a future date.

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Miscellaneous Fees; Taxes

Exchange & Play Members are solely responsible for the payment of any and all bed tax, transient occupancy tax or similar tax that may be imposed in connection with the use and occupancy of the accommodations or holiday property pursuant to an exchange, whether such are included in the exchange fee or otherwise imposed.

Exchange & Play Members are solely responsible for payment of any applicable port charges, gratuities, personal expenses, utility charges, security deposits and other fees or charges properly levied by a resort or other party for the use of amenities and facilities. Exchange & Play Members are solely responsible for all damage and loss to the accommodations or holiday property at the host resort as a result of Exchange & Play Member's conduct (and the conduct of family, friends, invitees and guests), as well as all personal charges incurred at the host resort including, without limitation, telephone calls, internet service, meals and beverages, and any other applicable and permissible charges imposed by the host resort.

Some resort stays require or make available as an option, all-inclusive fees which are due upon check in, and pay for the guest's meals and beverages. These all-inclusive programs may include more or less, but are purely at the discretion of the resort. Classic Holidays have identified these resorts and labelled them accordingly in the displayable resort profile online. Exchange & Play Members are solely responsible for all-inclusive fee payments to the resort.

Bonus Weeks

Bonus time is comprised of deposited weeks that have not been booked in connection with a confirmed exchange. Classic Holidays makes bonus time available to all Exchange & Play Members. Bonus time can be requested and reserved via email, facsimile, internet (at the Exchange & Play website) and telephone. Exchange & Play Members may reserve bonus time upon payment of the bonus time price or upon the exchange of a resort week, as the Exchange & Play Member may elect. In other words, if a deposited week is offered as bonus time and the Exchange & Play Member desires to use it for a holiday, the Exchange & Play Member has the choice of either (1) exchanging the resort week and paying the exchange fee, or (2) reserving the deposited week as bonus time and paying the bonus time price. Reservations of bonus time are not complete until Classic Holidays has received the applicable bonus time price or issues an exchange confirmation, as applicable. Guests may use bonus time reserved by the Exchange & Play Member provided, however, that (1) all bonus time reservations must be made by the Exchange & Play Member, on behalf of their guests, and (2) the Exchange & Play Member is solely responsible for all damage and loss to the accommodations or holiday property as a result of the conduct of guests and their invitees, as well as all personal charges incurred in connection with the bonus time including, without limitation, telephone calls, internet service, meals and beverages, and any other applicable and permissible charges.

Cancellation Policy Cancellations by Exchange & Play

Classic Holidays reserves the right, in its sole discretion (without refund or credit), to cancel a confirmed exchange, cancel an exchange request or otherwise deny the exchange privileges of any Exchange & Play Member whose exchange fee is rejected by the Exchange & Play Member's bank or credit card company or who has not fully prepaid all annual maintenance fees, assessments, dues, taxes, and other charges relating to its ownership or membership in the applicable resort or Timeshare plan.

Classic Holidays may cancel or suspend membership privileges of any Exchange & Play Member failing to comply with the terms and conditions of the Exchange & Play Membership.

Cancellation Protection Option (CPO)

Classic Holidays offers Exchange & Play Members the option of obtaining the Cancellation Protection Option (CPO) at the time of accepting an exchange offer upon payment of the current CPO costs. CPO only applies to exchange transactions and is not available for bonus week or rental bookings or any other special or promotional offers. It's only there to provide a safety net for regular exchange weeks.

Accepted CPO:

A Member who has purchased CPO can cancel an Exchange booking up to 72 hours prior to the confirmed check in date by contacting Classic Holidays; The Member will have until the expiration of the original entitlement week to make a replacement exchange.

The exchange fee will be credited to the Member's account to use against a future transaction within 2 years of the cancellation date and if unused the credit will be forfeited at the end of the 2-year period. The Member can elect purchase the CPO when the

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replacement exchange is booked at the then current CPO cost.

CPO cannot be used to cancel a confirmed exchange and then re-book the same resort week as Bonus Time or other resort special offer; Classic Holidays asks all Exchange & Play Members to be fair and use CPO for its intended purposes, and not to misuse it.

Declining CPO:

CPO is completely optional and Exchange & Play Members are not required to obtain CPO. Exchange & Play Members who decline CPO in connection with a confirmed exchange will forfeit their exchange fee upon cancellation of a confirmed exchange, which includes any change in dates, vacation destination or resorts (Guest Name change allowed). Additionally, the exchange credit (including the ability to make an Exchange) will be forfeited if the Exchange & Play Member cancels any exchange reservation confirmation within four (4) weeks of the scheduled check-in date and time.

Cancellations of Bonus Time & Additional Benefits & Natural Disasters

CPO is not available for bonus weeks or additional benefits including, without limitation, "special" or "promotional" offers. Cancellation of any of these types of reservations result in forfeiture of the entire price paid in connection therewith. In the event that a resort becomes uninhabitable due to a natural disaster, Classic Holidays is not liable for the resulting cancellations. The deposited week used for this exchange will not be eligible for another exchange. An additional exchange fee will be required to confirm another exchange request using a newly deposited resort week.

Accommodations, services and amenities related to inventory vary by location and resort, and accommodations and holiday properties may vary in size, quality and décor. The total number of people occupying the accommodation or holiday property must not exceed the maximum occupancy of the unit set forth in the exchange confirmation or reservation; otherwise, access may be refused or an additional charge may be levied against the Exchange & Play Member.

Classic Holidays is not responsible for loss, damage to, or theft of personal property related to an Exchange & Play Member's use of accommodations and/or a holiday property, nor is Exchange & Play liable for personal or bodily injury to an Exchange & Play Member or its guests and invitees in connection with such use.

Resort/Unit Change

If due to unforeseen circumstances beyond Classic Holidays control, the resort should need to change a unit allocation or move a reservation to a different resort, any change should be equivalent in unit size and standard of accommodation to that of the original reservation, Classic Holidays will not be held responsible for any additional costs or compensation to the Exchange & Play Member or guest.

Guest Names

All bookings must be confirmed with the proper guest details at the time the confirmation is issued. Multiple bookings confirmed with the same guest name for similar check in dates will be considered duplicates and invalid and may be cancelled by Classic Holidays without notice unless prior arrangement has been made with Classic Holidays. If Exchange & Play Members are allowing guests to use their time, the Exchange & Play Member is the responsible party for any damage to unit.

Exchanging Member Responsibilities

When an Exchange & Play Member exchanges their Timeshare week at another resort, or accepts a bonus week or anyother promotional offer at a resort booked through Classic Holidays, the Exchange & Play Member is still responsible (as with their home resort), to abide by the rules and regulations of the host exchange resort. If Exchange & Play Members are allowing guests to use their time, the Exchange & Play Member is the responsible party for any damage to unit.

All transactions are between Classic Holidays and its Members (not the Member's guest). The third party rental for profit of confirmed accommodation space provided by Classic Holidays to the Exchange & Play Member is not permitted or allowed under any circumstances. All confirmations are noted with the name of the person to check-in at the destination resort. If, for any reason this is to change, the Exchange & Play Member (not the Exchange & Play Member's guest) must contact Classic Holidays and advise the change to the original confirmation details before check in. A new confirmation will be issued by Classic Holidays and the destination resort will be notified accordingly.

The accommodation or timeshare unit must be left in the same condition as when the guest first arrived - "clean & tidy" Any

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breakages/damages must be reported immediately to resort staff and exchanging Members are responsible for the cost of repairs or replacement of items damaged.

The guest is responsible for any charges incurred at the resort during the holiday including without limitation; telephone, tours and any other incidentals the likes of which are charged to your room.

Privacy Policy

It is vital for Classic Holidays to confirm the details and validity of the deposit with the Exchange & Play Members home resort prior to accepting bookings. Classic Holidays requires the Exchange & Play Members permission to liaise with the resort/management company to exchange necessary relevant information.

By signing the deposit authority, or requesting to deposit a week via email or our web site, the Exchange & Play Member agrees to this "exchange of information" between Classic Holidays and Dial An Exchange. Classic Holidays and Dial An Exchange agree to keep this information private and confidential at all time and agree not to pass this information onto any other third party. Classic Holidays does not sell or rent Exchange & Play Members private information to any other third party.

A full copy of the Classic Holidays privacy policy is available on our website www.classicholidays.com.au or on request from our office.

(March 2020)

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