

QVI VACATION CLUB RULES

1. DEFINITIONS

“Affiliate”

means in relation to QVI, any Company or entity other than QVI of which QVI or its owners shall own or control directly or indirectly shares or similar interests which confer the right to cast more than 50% of the votes that may be cast at a general meeting of shareholders of that Purchaser or entity, or of which QVI or its owners shall own or control directly or indirectly shares or similar interests or control the composition of its board of directors or managers, or any other entity directly or indirectly controlling QVI, controlled by QVI or its owners, or in common control with QVI.

“Agreement”

means the Right-To-Use Membership Agreement and the rules contained herein.

“Alternate Year”

means every other year or every two (2) years.

“daily”, “weekly”, “month”, “monthly”, “year”, “yearly” and any other references in time

made in reference to the Gregorian calendar.

“Entitlement”

means the Member’s right to utilise the facilities provided by QVI Home Hotels/Resorts and Exchange Unit or Accommodation upon registration of QVI Club Vacation Membership and subject to the rules stated herein.

Note: For Members who join between 1st January to 30th September of each year, their annual Entitlement will start on the year of joining. For Members who join between 1st October to 31st December of each year, their annual Entitlement will only start on the following year.

“Exchange Unit or Accommodation”

means the hotels, resorts, apartments, chalets or any other type of accommodations provided in XchangeWorld as vacation accommodation for the Member.

“Exclusive Rights of Occupation”

means the rights granted to the Member to occupy and enjoy (and to allow others to occupy and enjoy) the type of unit or apartment for the number of weekly periods each year or each alternate year at one of QVI Home Hotels/Resorts or Exchange Unit or Accommodation.

“Extension Fee”

QVI club allows active weeks banked in for future use to be extended by maximum 1 year. All extension requests should be processed before the expiry date of the entitlement.

€26 – 6 months extension

€52 – 1 year extension

“Full Floating Season”

means any week period in each calendar year identified by QVI, taking into account the seasons (peak, medium, non-peak) designated by XchangeWorld, in relation to weekly periods at each QVI Home Hotel/Resort. Booking is subject to availability and on a first-come-first-served basis.

“Joint Member”

means a person who registers as the second member of one QVI Club Membership.

“Member”

means a person who holds membership or share in a joint membership of QVI Club.

“One week”

means eight (8) days seven (7) nights e.g. check-in on a Saturday; check-out will be the next immediate Saturday.

“Outright Purchase Scheme”

means one lump sum payment of the Club Membership fee paid to the selling Company

QVI Club Membership/Club Membership

means the membership rights granted to the Member to utilize the facilities provided by QVI Home Hotels/Resorts and XchangeWorld subject to the terms stated in the Agreement.

“QVI Home Hotels/Resorts”

means hotels, resorts, apartments, chalets or any other type of accommodations owned and provided by QVI as vacation accommodation for the Member.

“Right-To-Use”

means the right to the exclusive occupation of the unit(s) or apartment(s) in QVI Home Hotels/Resorts reserved by the Member in accordance with QVI Club Rules.

“Rules”

means the QVI Club rules contained herein and any amendments made thereto from time to time by QVI.

“Split Week”

means a part of one week with a minimum of three (3) nights; subject to availability and on a case-to-case basis. Split is strictly based on four (4) nights weekdays and three (3) nights weekend. Check-in/out for weekdays split is Tuesday to Saturday. Check-in/out for weekend split is Saturday to Tuesday.

“Use Period”

means One Week or Split Week(s).

“Usage Fee”

The Usage Fee is a yearly fee payable by the member for the maintenance / repairs of QVI Club Home Resorts. The Usage Fee is payable within the year of entitlement, and to be paid before making a reservation, or to bank in the entitlement week for 2 more years.

To bank in a week is to pay for the week in the year of entitlement, if you do not wish to use it in the same year, but wish to save it for future use. The term ‘to deposit a week’ may be used interchangeably and has the same meaning.

“Unit”

means a self-contained unit of accommodation owned either by QVI or provided by XchangeWorld which confers upon the Member Exclusive Rights of Occupation.

“XchangeWorld”

means an international holiday exchange network featuring direct partnerships with selected quality clubs, resorts, alternative accommodations, destinations for the exclusive use by the Member.

“Premium Exchange Fee”

Premium Exchange Fee is a fee imposed due to peak period or limited availability. Premium Exchange Fee is for specified locations and/or date of travel not available online as a result of limited or non-availability.

Premium Exchange Fee, a top-up to the usual exchange fee, is required to confirm the availability offered which QVI does not have direct affiliation with.

“Limited Collection”

means a collection of handpicked resorts especially for Diamond, Platinum, Gold, Silver and Bronze members. These are choice resorts available for booking with the same Usage Fee as any QVI Club Home Resort booking for over a period of 1 or 2 years only

2. RIGHT TO USE THE QVI HOME HOTELS/ RESORTS

2.1 By entering into the Agreement, the Member agrees that he/she is not acquiring any proprietary rights or interests in QVI and/or its affiliates, QVI Home Hotels/Resorts, any portion of the land, improvements and/or other fixtures annexed to them whatsoever.

2.2 QVI may issue the Member with identification cards or any other similar means for the purpose of identification when providing the Member with access to the facilities provided by QVI Home Hotels/Resorts.

3. WELCOME PACK

3.1 Members shall receive a QVI Welcome Pack comprising one QVI ID card, a welcome letter and a copy of these club rules upon the full settlement of the total sum of the payment due. The materials mentioned above shall be delivered to the Member’s correspondence address within six (6) weeks from the date of purchase subject to the country of residence of the Member and the local delivery system. Subject to the Member’s place of residence, Member may be required to collect the abovementioned materials from a pick up location designated by QVI in the respective jurisdictions.

Members may begin to enjoy the rights and benefits of QVI Club Membership by utilizing the facilities provided by QVI Home Hotels/Resorts and XchangeWorld upon receiving the welcome letter and QVI ID card with number.

4. RULES OF OCCUPATION AND USAGE FEE

4.1 The Member shall pay QVI the Usage Fee at the time of reservation of any QVI Home Hotels/Resorts or Exchange Unit or Accommodation.

4.2 Upon payment of Usage Fee, the Member shall utilize the Use Period within two (2) years of the annual Entitlement. The Usage Fee shall be paid by the Member within the year of Entitlement (i.e. on or before the end of December of the annual Entitlement) prior to the utilization of the said Use Period which ever comes first. Failure of payment of Usage Fee by Member within each year of Entitlement will lead to the forfeiture of the Member’s annual Entitlement.

Example:

For someone who bought the membership during the month of June 2010, once he/she has paid the Usage Fee on or before end of December 2010, he/

she shall be entitled to use the 2010 annual Entitlement within the time from June 2010 up to June 2012, subject to availability.

- 4.3 The Usage Fee entitles the Member to enjoy exclusive accommodation rights subject to availability and non-exclusive right of use of the common area and common non-chargeable facilities such as any swimming pool within the QVI Home Hotels/Resorts. The Member is entitled to special discounts when dining in the restaurants and other chargeable facilities operated by QVI Home Hotels/Resorts, which may vary from time to time and are subject to availability.
- 4.4 Any Member who does not wish to utilize his/her annual Entitlement at QVI Home Hotels/Resorts or Xchangeworld resorts or does not wish to save the annual Entitlement for future use in a particular year is not required to pay the Usage Fee for that particular year. As such, the Member's annual Entitlement for that particular year will be forfeited.
- 4.5 No refunds will be given to Members who opt to pay the Usage Fee to save their entitlement week.

5. RESERVATION AND USAGE AT QVI HOME HOTELS/ RESORTS

- 5.1 A reservation of QVI Home Hotels/Resorts and any deposit of Use Period into XchangeWorld will only be accepted and processed upon the full settlement of the Usage Fee.
- 5.2 Members who desire to utilize the facilities provided by Exchange Unit or Accommodation are governed by the XchangeWorld Terms & Conditions on www.xchangeworld.com including requests and confirmations.
- 5.3 Member should provide QVI with a notice of at least forty-five (45) days prior to the proposed check-in date to ensure a higher (but not guaranteed) chance of obtaining availability.

Members may reach QVI in the following ways:

Email: customer-care@qviclub.com
International call centre: +603 7949 8288

- 5.4 If the Member fails to make a reservation request, or is unwilling to accept any available Use Periods, or if the request cannot otherwise be confirmed and alternatives offered by QVI are not accepted by the Member, the Member shall not be entitled to use any Unit or Apartment upon the expiry of two (2) years from the date when the Usage Fee is due for payment.
- 5.5 If the Member's first, second or third choice of Unit or Apartment in QVI Home Hotels/Resorts is not available, QVI shall offer the Member an alternative Use Period or alternative accommodations within other QVI destinations or any other options available.
- 5.6 The allocations of all Use Periods are subject to availability and are on a first-come-first-served basis.
- 5.7 QVI has the right to assign an alternate Unit or Apartment of the same size and occupancy as per Unit or Apartment confirmed on reservation. All bookings are for standard Unit or Apartment type only. Any request for a different grade or type of Unit or Apartment (e.g. request for beach/sea view room) will be subject to an upgrade fee as specified by the hotel/resort, and is subject to availability.

6. CANCELLATION AND CHANGE OF STAY OR USE PERIOD

- 6.1 The Member may cancel a confirmed reservation and request for another Use Period by giving notice to QVI at least thirty (30) days prior to the check-in date. The Member may request, subject to availability, another reservation up to the expiry date of annual Entitlement.
- 6.2 If the Member cancels a reservation in less than thirty (30) days prior to the check-in date, any request for an alternative reservation shall be subject to availability and may be accepted at the sole discretion of QVI. QVI may impose a reasonable administrative fee (of not less than €43) on Members for each change of reservation or cancellation, which is made less than thirty (30) days prior to check-in date. However, Members shall take note that for any cancellation or change of reservation made in less than seven (7) days prior to check-in date, the Member's week entitlement will be forfeited.
- 6.3 This clause 7 does not apply to any reservation made for properties owned or managed by XchangeWorld. The cancellation and change policy for properties owned or managed by XchangeWorld will be subject to XchangeWorld's terms and conditions, and QVI will advise you accordingly as and when any request for a change or cancellation of such reservation is made.

7. CHILD STAY

- 7.1 QVI may, at an additional fee, allow a child who is less than the age of 10 years to occupy the same Unit or Apartment with Members at any QVI Home Hotels/Resorts.

8. GUEST(S) OF THE MEMBER

- 8.1 The Member may grant their guest(s) the Exclusive Rights of Occupation to which his/her Membership Certificate relates provided fourteen (14) days prior written notice is given to QVI, detailing the name and address of his/her guest(s).
- 8.2 QVI will issue the Member with a Guest Certificate for identification purposes. The Member shall pay QVI a non-refundable fee of €43 per unit for each period of stay upon confirmation of reservation by QVI. Guest Certificates cannot be resold or exchanged for cash.
- 8.3 The Member shall ensure that the QVI Club Rules are complied with by his/her guest(s) and shall be liable for any breach of the provisions stated herein.

9. LATE CHECK-IN AND NO-SHOW

- 9.1 The Member shall inform QVI in writing via email, of any check-in scheduled later than 4.00pm, at least seventy-two (72) hours or three (3) days prior to check-in date.
- 9.2 In the event of last minute unforeseeable circumstances such as flight delays, Members who anticipate late arrivals, or arriving after the check-in time, shall call the relevant resort or hotel in advance. Failure to inform or notify the relevant resort or hotel of late arrival may result in the unavailability of the reserved room or the room reservation being cancelled.
- 9.3 If the Member fails to check-in on the date confirmed or fails to complete the period of stay as confirmed, the Usage Fee paid and Entitlement shall not be refunded.
- 9.4 The Member shall not be entitled to any refund or extension of his/her check-out date in the event of their late check-in or no-show.

10. COMPLIANCE

- 10.1 The Member shall be responsible for complying with all laws, regulations, orders, demands and requirements of countries flown from, into or over and stayed in. QVI shall not be liable or in any way responsible to the Member in connection with obtaining necessary travel documents or complying with such laws, regulations, orders, demands, notices, requirements or instructions, whether given orally or in writing or otherwise, or for the consequences resulting from the Member's failure to obtain such documents and/or to comply with such laws, regulations, orders, demands, notices, requirements or instructions.

11. TRANSFER OF CLUB MEMBERSHIP RIGHTS

- 11.1 The Member may not transfer his/her Club Membership rights without prior written consent by QVI.
- 11.2 Should QVI consent to a transfer of any Membership rights, a fee of €130 and any applicable fee for the transfer of XchangeWorld Membership shall be payable by the transferee. Upon the registration of such transfer, the transferee shall receive a new QVI Welcome Pack, comprising a QVI ID card. The transferee shall be bound by the Agreement and the Rules stated herein upon the registration of such transfer.
- 11.3 Notwithstanding QVI's consent to a transfer, QVI will not register any transfer of the Membership rights until all outstanding payments due to QVI are settled by the transferring Member.

12. TAXES AND SURCHARGES

- 12.1 All additional taxes and surcharges attributable to the provision of services, units or apartments by QVI or XchangeWorld to the Member shall be borne by the Member.

13. OBLIGATIONS OF THE MEMBER

- 13.1 The Member shall:

Only occupy the unit or apartment between the check-in time on the first day and the check-out time on the last day of each period of stay allocated to them in any year.

Keep and maintain the interior of the Unit or Apartment occupied in a good and tenable state and condition during the period of stay. The Member shall be liable to pay and indemnify QVI Home Hotels/Resorts and/or QVI against any damage, deterioration or dilapidation, other than as a result of fair wear and tear, and damage or destruction by fire or any other insured risk, which may have occurred during his/her period of stay.

Allow reasonable access by QVI Home Hotels/ Resorts, on reasonable notice (except in the case of emergency), to enable any repair or maintenance work that is required to be carried out in a unit or apartment during the period of stay.

Not damage or make any alterations to any unit or apartment allocated during the period of stay.

Pay all other expenses incurred by the Member during the period of stay including, but not limited to telephone calls and deposits payable upon demand by QVI Home Hotels/ Resorts.

Notify QVI of any changes in their contact details including their permanent address, telephone numbers and email address.

14. XCHANGEWORLD

14.1 The Member shall be automatically enrolled into XchangeWorld for the entire term of QVI Club Membership upon the full settlement of any payment due under this Agreement. Members who have previously chosen to pay by the Installment Purchase Scheme are not affected and are still entitled to be enrolled into XchangeWorld upon the full settlement of the payment due thereunder.

14.2 Upon joining XchangeWorld, the Member is entitled to utilise the annual Entitlement or have access to the facilities provided by the clubs, resorts & accommodations managed or owned by XchangeWorld, that are associated with QVI across the world, upon payment of Usage Fee. The Member's Use Period for the year of Entitlement is automatically deposited into XchangeWorld upon the payment of Usage Fee. Any Use Period deposited in XchangeWorld can be used for reservation of any available Exchange Unit or Accommodation up to two (2) years from the anniversary date of the year of Entitlement.

14.3 In order to utilize the facilities provided by XchangeWorld, the Member shall pay an exchange fee of €103 per One Week (the "Xchange Fee") regardless of the resort location throughout the world. A Guest Certificate fee of €43 per week shall be applicable to the Member if the Member is not part of the check-in party.

14.4 For the usage of Split Week, the Member is required to pay an exchange fee of €68 per Split Week,

For more information on Split week list please visit: http://www.xchangeworld.com/xplore_splitweeks.html

14.5 XchangeWorld does not guarantee that a request for exchange will be automatically granted as any grant is dependent upon the availability of the Exchange Unit or Accommodation requested.

14.6 The Member shall be bound by the XchangeWorld Terms & Conditions upon accepting the Agreement. The Member hereby agrees to indemnify QVI and/or QVI Home Hotels/Resorts for any loss and/or damages howsoever occasioned, in connection with the Member's use and participation in XchangeWorld.

14.7 Premium Exchange fee

Premium Exchange fees may apply to selected properties and destinations. Some resorts have fixed check-in days. Please consult the Customer Experience Ambassadors on the flexibility of check-in days for properties you have selected.

15. PERSONAL DATA PRIVACY

15.1 QVI values the Member's right to privacy. Any information provided by the Member to QVI shall be treated in confidence except when it is necessary to give effect to any transaction(s) related to the Member or if QVI is required by law to disclose the same.

16. SHARING OF INFORMATION

16.1 QVI may disclose personal information collected from the Member including, but not limited to the name, address and the QVI ID card number of the Member to:

- 1.Any bank for the purposes of authorizing transaction and payment;
- 2.Travel agents, hotels and resorts associated with QVI; and
- 3.Regulatory authorities if legally required to do so.

16.2 QVI may share anonymous and aggregated information of the Member with third parties but will not supply any information to third parties that may lead to personal identification of the Member.

17. PAYMENT SCHEDULE ENFORCEMENT

17.1 The Member's failure to settle any payment due under this Agreement and any other fees associated with it within thirty (30) working days from the date of issuance of written notice issued by QVI, shall constitute as a default under this Agreement. QVI may at its sole discretion terminate the Member's Membership in the event of such default. The Member shall be liable to QVI in respect of any costs incurred on a full indemnity basis.

18. NOTICES

18.1 All notices or other communication or processes given or made under the Agreement shall be in writing and delivered or sent to the relevant party by hand in person or by registered mail at their respective addresses set out below. Any process served by registered mail which is not returned to sender within fourteen (14) days of its mailing, shall be deemed duly served and received by the Party to whom it is addressed.

Q Lifestyle Limited,
c/o St Lawrence Management Limited,
4th Floor, C & R Court,
49 Labourdonnais Street,
Port-Louis, Mauritius

Correspondence Address:
QI Tower, Level 11, PJ8, 23, Jalan Barat, Seksyen 8,
46050 Petaling Jaya, Selangor,
Malaysia

18.2 Place of service may be at different addresses as either duly ordered by the court of competence or the address notified in writing by one party to the other.

19. DURATION AND TERMINATION

19.1 The Agreement shall commence on the date of the Agreement unless and until it is terminated in accordance with Clause 20 of these Rules.

19.2 QVI shall have the right to terminate the Agreement, upon thirty (30) days prior written notice to the Member in the event where the Member is in breach of the provisions set out in these Rules.

20. CONSEQUENCES OF TERMINATION

20.1 Any rights granted to the Member under the Agreement or these rules shall cease to be in force upon the termination of the Member's QVI Club Membership in accordance with Clause 20 of these Rules.

20.2 No refund of fees shall be payable by QVI to the Member in the event of termination.

20.3 Termination of the Agreement shall be without prejudice to any rights and liabilities that the Parties may have accrued or incurred under or pursuant to these rules.

21. FORCE MAJEURE

21.1 QVI shall not be liable in damages for any delay or default which is caused by conditions or events beyond its control, including but not limited to Acts of God, governmental restrictions, continuing domestic or international problems such as war or insurrections, strikes, fires, floods, work stoppages, embargoes, and/or lack of materials.

22. MISCELLANEOUS

22.1 The Agreement and the QVI Club Rules stated herein constitute the entire Agreement between QVI and the Member. All obligations of the Member herein (when there is joint membership) shall be joint and several.

22.2 The Agreement and these Rules are legally binding. The Member is deemed to have signed the Agreement and accepted these Rules once the Member has clicked the "Agree" button that appears at the end of the Agreement.

22.3 The Agreement and these Rules constitute the entire understanding of the parties relating to the subject matter of the Agreement and these Rules and supersedes, cancels and replaces all prior agreements between the parties which relate to the same subject matter whether written, oral, implied or which would be inferred from the correspondence, oral statements or conduct of the parties.

22.4 QVI may revise and amend these Rules without prior notice to the Member.

22.5 Failure on the part of either of the parties to exercise or enforce any right conferred by the Agreement or these Rules shall not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement thereof at any time.

22.6 Nothing in the Agreement or these Rules shall create or be deemed to create a partnership or a joint venture between the parties, or to establish a relationship of a principal and an agent or any other relationship of a similar nature between the parties.

- 22.7 The Agreement and these Rules shall be governed by and construed in accordance with the laws of Singapore.
- 22.8 If any provision of the Agreement or these Rules is held to be void and/or unenforceable for any reason, it shall be severed without impairing or affecting any other provision of the Agreement or these Rules and/or in order to achieve the intent of the parties to the extent possible. In any event, all other provisions of the Agreement or these Rules shall be deemed valid and enforceable to the full extent possible.
- 22.9 Any dispute concerned with the formation, performance, interpretation, nullification, termination or invalidation of the Agreement or these Rules or arising from, or related to, the Agreement or these Rules in any manner whatsoever shall be referred to arbitration in accordance with the Rules adopted by the Singapore International Arbitration Centre (SIAC), which Rules are deemed to be incorporated by reference into this clause. For the purposes of any arbitration proceedings commenced pursuant to this clause:
- 1.the number of arbitrators shall be one (1);
 - 2.the place at which the arbitration takes place shall be in Singapore; and
 - 3.the language to be used in the arbitral proceedings shall be in English.
- 22.10 Each party hereby agrees that:
- it will submit to the exclusive jurisdiction of the courts of Singapore for the purposes of ratifying any award made pursuant to arbitration proceedings conducted in accordance with clause 23.9;
 - it will not challenge any arbitral award made pursuant to arbitration proceedings conducted in accordance with clause 23.9; and
 - it will not object to or challenge any application to enforce any arbitral award made pursuant to arbitration proceedings conducted in accordance with clause 23.9 in any court and it will submit to the jurisdiction of that court for the purposes of those enforcement proceedings.
- 22.11 The parties represent and warrant that they are free to enter into the Agreement and abide by these Rules. Any implied representations or warranties are hereby excluded to the fullest extent permitted by law.
- 22.12 The Member shall not assign the benefit of the Agreement or these Rules or any interest herein, nor delegate any obligation under the Agreement or these Rules hereunder, without the prior written consent of QVI. QVI may assign its rights and obligations under the Agreement and these Rules to a subsidiary, parent, successor or affiliate of the Company without prior notice and consent of the Member.

23. FINAL ACKNOWLEDGEMENT BY MEMBER

- 23.1 The Member hereby acknowledges and agrees that he/she has read, understood, and executed the Agreement and is bound by the Rules set forth herein.