



SUMMER WINDS RESORT SERVICES, LLC

Terms and Conditions

1. Summer Winds family of resorts, powered by Trading Places International (TPI)/Premier Access (PA) is an independent membership program developed and operated by TPI to offer travel and vacation ownership services for use exclusively by eligible members.
2. PA services are for use by current members exclusively, at any time, whether for business, vacationing, or personal needs.
3. Any representations concerning PA are limited to the materials supplied or otherwise approved by TPI. TPI is not responsible for any representations or performance by any resort, hotel, marketing company, airline, travel group, or other entity.
4. Members acknowledge and understand that the travel and airline industries undergo price changes often, sometimes several times a day. It is possible that sample fares, rates and packages described in printed material may be changed by the time a member pays for tickets and is confirmed at a specific rate. There is usually limited seating and certain restrictions associated with discounted fares. Most discount/advance purchase fares have change/cancellation penalties.
5. PA offers vacation benefits to its members through multiple affiliations with third party vendors. PA benefits are available only to members. Participating companies and properties are correct at the time of printing and may be deleted or changed without notice. Advance purchase is required and charged to member's credit card at the time of booking. Once reservations are booked, restrictions and cancellation fees may apply.
6. Service fees apply to some PA services.
7. Members must abide by the terms and conditions of membership in PA. Violation of these terms and conditions may result in cancellation of membership. Such terms and conditions are subject to change without notice to the member. Cancelled memberships are not entitled to any refunds.
8. PA provides discounted rates and fares for eligible members through large group membership. TPI's liability for any loss or damage arising out of the use of the TPI program is limited to the fees paid by you. TPI assumes no liability for acts of God or other unforeseen events which may limit its ability to provide any of the programs described herein. Ask us about available vacation ownership insurance coverage.

These terms and conditions set forth the legally binding agreement between you and us. By accessing TPI services, you agree to the terms. TPI reserves the right, in its sole discretion, to modify, alter or otherwise update these terms at any time. Such modifications shall be effective immediately upon posting. You agree to be bound by such revised terms. These terms may or may not be affiliated with others that may have terms and conditions that differ from, or contain terms in addition to, the terms specified here. Your access to such is governed by the terms and conditions and policies of those entities as well.

Vacation Ownership Exchange with Premier Access & Trading Places International

1. To be eligible for exchanging within the Trading Places International system, all maintenance fee assessments or similar charges must be current at your resort.
2. Your week must be deposited with TPI before an exchange can be made. A written confirmation will be sent to you, confirming that your week has been successfully deposited and is no longer available to you.
3. Exchanges may be requested up to twelve (12) months in advance of travel. You may exchange your use time for comparable accommodations in a comparable season at any resort in the TPI system, based upon space availability.
4. TPI cannot guarantee fulfillment of any specific exchange request. A successful exchange meets two requirements: 1) the member's week can be used, and 2) an acceptable destination can be confirmed.

5. A written exchange confirmation will be sent to you along with significant resort information. You are responsible for printing your confirmation for exchanges made online. This confirmation must be presented upon arrival at the resort.
6. All confirmed exchanges are final.
7. TPI must be notified if someone other than you will be occupying the unit. Written confirmation is required for check-in. You must comply with each resort's own check-in/check-out dates, times and procedures.
8. If you do not contact TPI or your confirmed resort at least 48 hours prior to your scheduled arrival date to advise of a late arrival or no-show, your reservation may be canceled 24 hours after your scheduled arrival. You will not be relieved of any fees as a result of your failure to check-in or notify the resort by this deadline.
9. You are responsible for the payment of any expenses incurred, e.g., additional fees for the use of certain amenities and facilities, as well as damages caused by you or your guests while staying in your exchange unit, and for the replacement of any missing items. These fees are collected at the resort. Guests are also responsible for any such personal charges, damage deposits, transient occupancy taxes, phone calls, energy surcharge fees, etc.
10. All exchange agreements are exclusive. You, the member, will be charged the cost to re-accommodate any guest denied use of your exchanged unit as a result of your error.
11. The resorts featured in TPI exchange programs are not necessarily directly affiliated with TPI, and are subject to change without notice. No claims of information or availability are made.
12. All ownership transfers are the responsibility of the owners/member. TPI assumes no responsibility for determining rights to a deposited or banked week during an ownership transfer. Determining such entitlement is the sole responsibility of the seller and buyer and should be communicated to TPI.

Borrow Weeks/Extend Your Week

Your week may be exchanged up to two years prior to your time ("borrow"), or deposited and used up to two years after your time ("banking"), subject to your resort association's rules and regulations. If you wish to extend your banked week beyond this two-year window, call TPI and pay an extension fee before any deposited week expires.

Split Weeks

Split week reservations can be made up to 12 months in advance of travel. You can split your week into a three, and a four night stay (only one stay can include a weekend). A one time \$59 service fee is required when first reservation is confirmed, and is non-refundable. An additional housekeeping fee may also be required depending on each resort's rules and regulations.

Premier Time

Premier Time reservations can be reserved 21 days or less in advance of travel. A two night minimum stay is required.

Resort to Ports...and More

1. You must be a member of PA to complete a cruise/vacation exchange. 2. A TPI travel counselor will factor in the value of your week and arrive at the balance cost for your vacation. Taxes will be added.
3. Initial package deposit and exchange fee required at time of reservation.
4. Weeks will be accepted up to two years in advance as long as that year's maintenance fees and assessments are paid.
5. Bonus Weeks will not be accepted.
6. Use Week must not have been previously banked or deposited.
7. The vacation ownership week that will be applied toward your vacation must be reserved with TPI at least six months prior to the arrival date of your use time.
8. Written confirmations will be sent after initial deposit for package is remitted.
9. A week given to TPI to apply toward a vacation is final and cannot be returned.
10. Qualifying vacation packages are for minimum 7-night stay and are booked on "space available" basis. Rates are per person/double occupancy.

11. "Courtesy bookings" are not included in this program. A courtesy booking is any reservation not subject to full payment of fees paid to Trading Places International.

Maintenance Fee Reimbursement

1. Week must be deposited a minimum of 10 months in advance.
2. Reimbursement is for associated maintenance fees only. Maximum reimbursement will be \$499 per week.
3. Deposits are limited to one week per year, per member.
4. Program is based on supply and demand; not all weeks will be accepted or are guaranteed reimbursement.
5. Maintenance fees must be paid to association prior to reimbursement; weeks are subject to verification.
6. All transactions are final, non-changeable and non-cancelable.
7. Once deposited with TPI, the week will be utilized at the sole discretion of Trading Places International.
8. Reimbursement will be issued to member within 45 days following the last day of the deposited week.
9. Offer is not combinable with any other promotions or programs.

The terms and conditions of Trading Places International Premier Access® participation, as well as participation in other Trading Places International programs are subject to change upon 30 days advance notice, including but not limited to fees, benefits and exchange procedures, provided that resort owner's associations may cancel the Premier Access® Affiliation Agreement if the changes made by Trading Places are not acceptable to the resort owner's association. Program and conditions subject to change without notice. Some restrictions apply.