



DISCLOSURE STATEMENT

THIS DISCLOSURE STATEMENT CONTAINS IMPORTANT INFORMATION REGARDING THE EXCHANGE PROGRAM OWNED AND OPERATED BY HILTON GRAND VACATIONS CLUB, LLC IN ACCORDANCE WITH STATE LAW.

THIS DOES NOT CONSTITUTE AN OFFER TO SELL NOR A SOLICITATION OF AN OFFER TO BUY SECURITIES OR ANY INTEREST IN REAL ESTATE. FOR FURTHER INFORMATION, PLEASE CONTACT HILTON GRAND VACATIONS CLUB, LLC.

Rev January 2023

THE TERMS AND CONDITIONS OF THIS DISCLOSURE STATEMENT ARE SUBJECT TO CHANGE BY THE CLUB WITHOUT ADVANCE NOTICE, INCLUDING, BUT NOT LIMITED TO, FEES, BENEFITS AND RESERVATION PROCEDURES.

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Exhibit A

Hilton Grand Vacations Club Rules

Effective January 1, 2023

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Hilton Grand Vacations Club Rules

Effective January 1, 2023

A resort property for which membership in The Hilton Grand Vacations Club exchange program (also referred to as “HGVClub”) is a condition of ownership of a vacation ownership interest therein is referred to as a “Club Resort”. Each purchaser of an ownership interest at a Club Resort is also a member (“Member”) of HGVClub. The Club Resort at which a Member owns an ownership interest is known as that Member’s “Home Resort.”

Each year Members receive an allotment of ClubPoints symbolic of the reservation rights of the vacation ownership interest(s) owned in the HGVClub program. Members who own biennial interests receive an annual allotment of ClubPoints every other year. The number of allotted ClubPoints is based upon the Home Week owned considering the particular resort, season and unit type owned. Assigned ClubPoints are automatically deposited into a Member’s account and utilized to make reservations in accordance with the rules herein. If a Member does not use allotted ClubPoints during a given year, they shall expire at the end of the year.

Reservation requests are processed on a first-come/first-served basis. HGVClub cannot guarantee that a specific reservation request will be confirmed; however, the earlier a reservation is requested, the better the chance that the preferred reservation may be confirmed. The best results are achieved by making reservations as far in advance as the reservation windows allow. Flexibility with travel dates and destinations will also impact the success of travel planning. See Appendix 2 to determine how many ClubPoints are required to make a reservation at any particular Hilton Grand Vacations Club resort

Members eligible to receive HGV Max benefits are referred to as “HGV Max Members”. Persons may become HGV Max members as described below:

- i. *Initial Membership* - Persons who purchase an ownership interest at a Hilton Grand Vacations resort from an HGV Max authorized sales center and join Hilton Grand Vacations Club after launch of HGV Max shall automatically receive HGV Max benefits.
- ii. *Additional Purchase* – Persons who were Hilton Grand Vacations Club Members prior to the launch of HGV Max and upgrade their Hilton Grand Vacations ownership interest or otherwise purchase an additional Hilton Grand Vacations ownership interest after the launch shall automatically receive HGV Max benefits.
- iii. *Ala Carte Membership* – Other Members may have the option to acquire HGV Max benefits by paying a one-time HGV Max initiation fee.

Members who obtain HGV Max benefits by means of an additional purchase or adds an ala carte membership as described in items ii and iii above, shall be grandfathered into certain HGVClub benefits and programs and may be referred to as “HGV Max Legacy Members”.

Members who do not qualify for HGV Max benefits may be referred to as “HGVClub Legacy Members”

HGV Max Members, HGV Max Legacy Members, HGVClub Legacy Members are all “Members”.

Unless a Guest Certificate is obtained, all reservations shall be in the name of the Member and the Member must check-in and be an occupant during the reserved stay. Guest Certificates are available for Home Week, Home Resort Priority, by Hilton Club Priority, Club reservations and HGV Max Reservations only. Guest Certificates are not permitted for Open Season rental reservations. Members found to be utilizing exchange reservations for commercial or residential purposes may be denied privileges. Guest Certificates are subject to fees as set forth in the Club Fee Schedule at club.hiltongrandvacations.com.

TRAVEL

Resort Reservations at Club Resorts

There are six types of resort reservations within HGVClub:

Home Week reservations are consecutive night reservations at the Home Resort in the season and unit type owned, for the number of days owned, checking in on the resort's standard or available check-in day ("Home Week"). Members have a priority reservation period to reserve their Home Week during the "Home Week Priority Reservation Window" without competing for such reservation with other Members other than those owning the same suite configuration and season at the same resort. This window lasts approximately 90 days beginning one year (365 days) prior to the desired check-in date and ending nine months (276 days) in advance of the desired check-in date.

After the Home Week Priority Reservation Window ends, Members will no longer have an exclusive window to book their Home Week, however, they may still make a Home Week reservation, subject to availability.

The Home Week Priority Reservation Window for Hokulani Waikiki by Hilton Grand Vacations (also known as BW Vacation Suites) and The Grand Islander by Hilton Grand Vacations (also known as GI Vacation Suites) lasts six months (186 days) beginning one year 365 days prior to the start day of the desired check-in and ending six months in advance of the desired check-in date.

Reservations may only be made during the Home Week Priority Reservation Window using the current-year ClubPoints associated with the specific ownership interest. When a Home Week reservation is confirmed, the entire annual allotment of ClubPoints assigned to the Member for that ownership interest is used. Home Week Priority Reservation Windows may be extended during the first year that a resort is available for occupancy through HGVClub.

Members who own a designated fixed or event week shall automatically have their week reserved annually. In order to use a fixed or event week for other vacation options available, the Member may visit the website at club.hiltongrandvacations.com or contact HGVClub to cancel the automatic reservation. If ClubPoints are borrowed against a fixed or event week, the Home Week reservation rights appurtenant thereto are relinquished and no automatic reservation will be made.

Home Resort Priority reservations are made at a Member's Home Resort in any unit type available subject to Member ClubPoint availability, minimum booking requirements and accommodation availability. During the Home Resort Priority Reservation Window, Members will only compete for reservations with other owners at that resort. After the Home Resort Priority window ends, Members may still make Home Resort reservations subject to availability. Home Resort Priority reservations may only be made using ClubPoints associated with the specific ownership interest at that resort. One-night minimum booking required.

Home Resort Priority reservations are only available to owners at these select resorts:

Resort	Home Resort Priority window
• West 57th Street, a Hilton Club (also known as 57th Street Vacation Suites)	Begins 9 months (276 days) prior to the check-out date and ends 60 days in advance of the check-out date.
• The Residences, a Hilton Club (also known as HC Suites)	Begins 9 months (276 days) prior to the check-out date and ends 105 days prior to the check-out date.
• The District, a Hilton Club (also known as TD Suites)	
• The Central at 5th, a Hilton Club (also known as 48th Street Vacation Suites)	
• The Quin, a Hilton Club (also known as Central Park Vacation Suites)	

Home Resort Priority reservations may be offered at additional resorts in the future or during the first year that a resort is available for occupancy through HGVCclub. Home Resort Priority Windows may change from time to time.

Hilton Club Priority exchange is a reciprocal priority exchange window where owners at select “Hilton Club” branded properties may exchange into each other’s property during a fifteen (15) day reciprocal exchange window without competing with Members who do not own an interest at those resorts. Hilton Club priority exchange reservations may only be made using ClubPoints. The time period of The Hilton Club reciprocal priority window is subject to change or adjustment based on user demand. After the Hilton Club Priority window ends, Members may still make a Hilton Club priority reservation, subject to availability.

- A Hilton Club priority exchange window currently exists between The Residences, a Hilton Club, The District, a Hilton Club, The Central at 5th, a Hilton Club and The Quin, a Hilton Club beginning 104 days prior to check-out and ending 90 days prior to check-out. One-night minimum booking required.

Club Reservations require a three night minimum booking in any accommodation available at a Club Resort or Club Eligible Resort¹ using available ClubPoints during the “Club Reservation Window.” Except for the resorts listed below, the Club Reservation Window commences nine months (276 days) prior to the check-out date. After the Club Reservation Window ends, Members may still make a Club reservation up to one day prior to check-in, subject to availability.

- The Club Reservation Window for Hokulani Waikiki, a Hilton Grand Vacations Club and The Grand Islander, a Hilton Grand Vacations Club begins six months (186 days) prior to the check-out date.
- The Club Reservation Window for West 57th Street, a Hilton Club, begins 59 days prior to the check-out date and the three-night minimum booking does not apply.
- The Club Reservation Window for The Central at 5th, a Hilton Club, The Residences,

¹ Club Eligible Resort means a resort property for which Hilton Grand Vacations Club has extended the option of becoming a Member.

a Hilton Club, The District, a Hilton Club and The Quin, a Hilton Club begins 89 days prior to the check-out date, and the three-night minimum booking does not apply.

Club Reservations require a three night minimum booking in any accommodation available at a Club Resort or Club Eligible Resort² using available ClubPoints during the “Club Reservation Window.” After the Club Reservation Window ends, Members may still make a Club reservation up to one day prior to check-in, subject to availability.

Resort	Club Reservations Window
• Hokulani Waikiki, a Hilton Grand Vacations Club • The Grand Islander by Hilton Grand Vacations Club	Begins 6 months 186 days prior to the check-out date.
• West 57th Street, a Hilton Club	Begins 59 days prior to the check-out date. Three-night minimum does not apply.
• The Residences, a Hilton Club • The District a Hilton Club • The Central at 5th a Hilton Club • The Quin a Hilton Club	Begins 89 days prior to the check-out date. Three-night minimum does not apply.
All other HGVClub Resorts	Begins 9 months 276 days prior to the check-out date.

HGV Max Reservations. At approximately six months (186 days) prior to check-out, HGV Max Members may utilize ClubPoints to request an exchange into any resort available within the exchange program known as “The Club” operated by Diamond Resorts International Club, Inc. Minimum night stays vary by resort and select resorts are not available until 60-90 days before check-in.

Club Resorts also have an HGV Max Reservation Window, which allows HGV Max Members who belong to the exchange program known as “The Club” to request an exchange into available Club Resorts.

Additionally, HGV Max specific reservation benefits, such as the ability for Members with ownership in multiple Hilton Grand Vacations exchange programs to combine points for reservations, are only available during the “HGV Max Reservation Window” at participating resorts available within HGVClub and The Club.

Open Season rental reservations are two night minimum reservations in any resort accommodations available within HGVClub (subject to the exclusions below) by paying the applicable Open Season rental rate during a period of time referred to as the “Open Season Reservation Window.” The Open Season Reservation Window occurs 30 days prior to the check-out date through one day prior to check-in. Reservations may not be changed and the standard cancellation policy applies.

² Club Eligible Resort means a resort property for which Hilton Grand Vacations Club has extended the option of becoming a Member

The Open Season Reservation Window for West 57th Street, a Hilton Club, The Residences, a Hilton Club, The District, a Hilton Club, The Central at 5th, a Hilton Club and The Quin, a Hilton Club are limited to the owners at each respective resort, and the two-night minimum booking does not apply. Notwithstanding the forgoing, HGVClub may permit persons who are owners at “Hilton Club properties” the opportunity to utilize Open Season rental rates to maximize occupancy levels at those properties for the benefit of both HGVClub and the respective properties.

The Open Season Reservation Window for penthouse accommodations at Grand Waikikian, a Hilton Grand Vacations Club and Grand Islander, a Hilton Grand Vacations Club is limited to owners of penthouse units at each respective resort and the two night minimum booking does not apply.

Open Season rental reservations are available to Members for their personal use only. Check-in dates may be restricted. Open Season reservations at different properties for the same or overlapping dates are not permitted. Open Season rental rates are per night and must be paid in full at time of confirmation. From time to time, Open Season windows may be expanded to maximize occupancy, promote select resorts or similar purposes.

See Appendix 2 for specific reservation windows and Open Season rental rates.

Limited Holiday Availability. Because certain high-demand time periods like Christmas, New Year’s Eve / Day, Thanksgiving, July 4th- US Independence Day, Golden Week, Sundance and Obon may be offered as fixed weeks or event weeks, with the owners having an automatic reservation for those time periods, **persons who do not own such fixed weeks or event weeks may only have an opportunity to reserve those Time Periods if the owners of those Time Periods cancel their reservation.**

Reduced Point Reservations. From time to time, certain accommodations may be available for reservation by Members at a reduced point requirement. Such temporary adjustments shall not require an increase in the number of points required to reserve other accommodations in the HGVClub program and may be offered at the discretion of HGVC.

Changes to Reservations. All Home Resort Priority, Hilton Club priority, Club or HGV Max reservations using ClubPoints at Club Resorts may be changed without incurring additional transaction fees, if applicable, provided the change is made 61 or more days prior to check-in and travel commences in the same calendar year. Reservations within 60 days or less from the scheduled arrival date may not be changed. Cancellation of said reservation is subject to the cancellation policy.

RESERVATION CHANGES		
CHANGE	61+ DAYS	60 DAYS OR LESS
Home Resort Reservations	May be changed without incurring additional transaction fees, if applicable, provided travel commences in the same calendar year	No changes permitted.
Hilton Club Priority Reservations		
Club Reservations		
HGV Max Reservations		
Open Season Rental	N/A	

Transaction fees may not be applicable to HGV Max Members.

Reservations for accessible accommodations may not be changed online and may only be changed by calling HGVClub directly.

Cancellation of a Resort Reservation:

- 31 days or more prior to check-in will result in forfeiture of the entire reservation fee, if any.
- 30 to 16 days prior to the check-in date will result in forfeiture of 50% of the currency (Open Season rental rate or ClubPoints) used to confirm the reservation and the entire reservation fee, if any.
- 15 or fewer days prior to the check-in date will result in 100% forfeiture of the currency used (Open Season rental rate or ClubPoints) to confirm the reservation and the entire reservation fee, if any.

Reservations booked with ClubPoints and later canceled cannot be rebooked into the same resort for the same time period using Open Season rental rates. The Resort Reservation Cancellation Chart further illustrates HGVClub's cancellation policy

RESORT CANCELLATION CHART			
CANCELLATION	31+ DAYS	30-16 DAYS	15 DAYS OR LESS
Home Week (Including Fixed/ Event Weeks)	No penalty	Forfeiture of 50% of Points used	Forfeiture of 100% of Points used
Home Resort Reservations	Forfeiture of reservation fee, if any	Forfeiture of reservation fee, if any, and 50% of Points used	Forfeiture of reservation fee, if any, and 100% of Points used
Hilton Club Priority Reservations			
Club Reservations			
HGV Max Reservations	No penalty	Forfeiture of 50% of Points used	Forfeiture of 100% of Points used
Open Season Rental	N/A	Forfeiture of 50% of rental rate paid	Forfeiture of 100% of rental rate paid

To cancel a Home Week, Home Resort Priority, Hilton Club Priority, Club, HGV Max or Open Season reservation, Members must call HGVClub or visit club.hiltongrandvacations.com. (Note: not all reservations are eligible for online cancellation).

Cancellation Protection. At the time a reservation is confirmed using ClubPoints, cancellation protection is offered for Home Week, Home Resort Priority, Hilton Club priority, Club or HGV Max reservations, as well as RCI reservations, for a fee.

Cancellation protection, if offered, allows a Member to cancel a reservation up to one day prior to the confirmed check-in date with no loss of ClubPoints. Any transaction fees remain subject to applicable cancellation policy and are non-refundable.

Up to 31 days prior to scheduled arrival, Members who own a fixed or event week may add cancellation protection to their automatic reservation for a fee by calling HGVClub. Cancellation protection is not available for any ClubPartner Perk reservation or transaction.

Cancellation for any other accommodations or benefits is subject to the separate cancellation policies of such providers.

ClubPoint Expiration. In the event a Member fails to use any or all of their ClubPoints before expiration, the ClubPoints will expire and will not be available for use in succeeding years. The Member shall have no reservation, exchange, reinstatement or other point stretching options for any or all expired ClubPoints. ClubPoints are not transferable. Members should monitor their ClubPoint balances through club.hiltongrandvacations.com.

RCI EXCHANGE RESERVATIONS

Members may use their ClubPoints to reserve accommodations in the RCI Exchange program. The RCI Exchange program is an independent external exchange program operated by RCI, LLC and affiliated with HGVCclub. Reservations through RCI may be made for weekly or nightly stays and are confirmed on a space-available basis. Please refer to the chart of Point Values for RCI Exchange Reservations to determine the specific number of points required to confirm an RCI Exchange.

RCI Weekly Reservations. RCI weekly exchange reservations may be requested up to two years in advance and as late as two days prior to the desired check-in date. If the requested accommodation is not available, Members may request an ongoing search for the preferred accommodations and check-in dates, which may be confirmed in the event a request can be fulfilled. RCI searches may begin up to two years in advance and as late as 30 days prior to desired check-in dates.

RCI Nightly Reservations. RCI nightly exchange reservations may be made up to ten months in advance of the check-in date and as late as the day of check-in. An ongoing search option is not available with nightly reservations.

POINT VALUES FOR RCI EXCHANGE RESERVATIONS		
UNIT SIZE	CLUBPOINTS REQUIRED PER 7-NIGHT STAY	CLUBPOINTS REQUIRED PER NIGHT
Studio	starting at 1,920 to 3,840	starting at 192 to 768 (per night)
1 Bedroom	starting at 2,720 to 5,440	starting at 272 to 1,088 (per night)
2 Bedroom	starting at 3,840 to 7,680	starting at 384 to 1,536 (per night)
3 Bedroom	starting at 4,640 to 9,280	starting at 464 to 1,856 (per night)

Cancellations of RCI Reservations. Cancellation of a weekly or nightly RCI exchange reservation will result in forfeiture of the entire applicable exchange fee. Cancellations 30 days to 15 days in advance of the check-in date will result in forfeiture of 25% of the points used to confirm the reservation. Cancellations 14 to 6 days in advance of the check-in date will result in forfeiture of 50% of the points used to confirm the reservation. Cancellations five days or less in advance of the check-in date will result in forfeiture of 100% of the points used to confirm the reservation. Eligible ClubPoints will be returned to the Member's HGVCclub account if the points are from a current or future use year. ClubPoints from previous or expired use years may be deposited to RCI for a fee.

CANCELLATION OF RCI RESERVATIONS				
FEES		CLUBPOINTS		
Cancellation:	Any time after confirmation	30 to 15 days prior to check-in	14 to 6 days prior to check-in	5 days or less prior to check-in
Result:	100% loss of exchange fee	25% loss of points	50% loss of points	100% loss of points

The RCI Exchange program is an independent program separate from HGVClub. The benefits and services available through RCI, including point values, participating resorts, transaction fees, services and accommodations, are subject to change, suspension or discontinuation at any time without prior notice. RCI Exchange program reservations and services are subject to the terms and conditions of RCI. RCI Exchange reservations may be made online or by calling HGVClub.

ADDITIONAL EXCHANGE OPTIONS

Members may use their ClubPoints to reserve accommodations available through affiliate “External Exchange” resorts or third-party exchange programs affiliated with HGVClub from time to time such as San Francisco Exchange, Fiesta Americana, Harvest, and direct stay hotel and resort opportunities.

HGV Max Members may have the option to use their ClubPoints to reserve accommodations at a portfolio of luxury villas and homes offered by third party providers.

Reservations for accommodations available through such third-party programs are subject to the terms and conditions of such programs or available resorts including fees, check-in days, cancellation policies and minimum night booking requirements (and are non-changeable).

HILTON PORTFOLIO OF BRANDS RESERVATIONS

Hilton Honors Membership. All Members are automatically enrolled in the Hilton Honors program for the duration of their HGVClub membership. If a Member sells or transfers their timeshare interest and their HGVClub membership terminates, any Hilton Honors privileges granted solely in connection with Club membership, including status tier level, shall automatically expire. One upgraded Hilton Honors account may be established per Club Member account. Please refer to the Hilton Honors Program Terms and Conditions for further details governing the Hilton Honors program.

Current Year Hilton Honors Hotel Reservations. HGVClub Legacy Members and HGV Max Legacy Members may confirm a Hilton Honors hotel reservation for travel by December 31 of the current year, using any number of their current year or next year’s allotment of ClubPoints, which will be converted into Hilton Honors points at the conversion ratio of 1 ClubPoint to 13 Hilton Honors points. For example, 3,200 ClubPoints = 41,600 Hilton Honors points. Reservations must be confirmed via the HGVClub Call Center and travel dates must be completed within the current year.

Please refer to hiltonhonors.com for equivalent Hilton Honors point values and for a complete listing of participating hotels, their corresponding categories and availability. All hotel reward reservations are governed by the Hilton Honors Program Terms and Conditions. Participating hotels may change from time to time and may be located within the “find a hotel” section at hiltonhonors.com. Availability at certain hotels and/or timeframes may be limited

Conversion rates are subject to change without notice. A transaction fee applies.

CLUBPARTNER PERK RESERVATIONS

Members may make reservations for travel experiences known as “ClubPartner Perks” or order travel certificates utilizing ClubPoints. Members must contact HGVClub to request reservations or travel certificates. Advanced booking requirements apply and may vary by travel partner.

Certain ClubPartner Perks may be limited to Members enrolling in the HGVClub program from select Hilton Grand Vacations sales centers and otherwise be offered only on a promotional basis or to Members qualifying for Elite privileges as offered through HGVClub and participating travel partners from time to time.

The cancellation policy for ClubPartner Perks is at the discretion of, and varies by, each participating travel partner and points may not be returned to a Member’s account.

ClubPartner Perks are independent programs made available by third party travel partners. The benefits available through these programs, including point values, participating partners, programs, fees, services and accommodations are subject to change, suspension or discontinuation at any time without prior notice. ClubPartner Perk reservation requests are confirmed based on space availability. Each respective travel partner governs all terms and conditions of that travel partner’s programs. Please refer to the HGVClub Fee Schedule for applicable fees.

EXTEND

POINT STRETCHING

Borrow. Members may “borrow” any number of their next year’s ClubPoint allotment to make Home Resort Priority, Club, HGV Max, Hilton Club priority, ClubPartner Perks, or RCI Exchange reservations for travel in the current year. Members may not borrow points from the following year for Home Week Reservations. When ClubPoints are borrowed, Home Week reservation rights are relinquished from the year in which they were borrowed.

Hilton Honors Conversion for Following Year Use. Prior to December 31, 11:59 PM ET of the current use year, eligible Members may convert any or all of the next year’s allotment of ClubPoints into Hilton Honors points. Except as described below, ClubPoints may be converted into **Hilton Honors points on a biennial (every-other-year) basis** (including owners of biennial interests) at the current ratio of 1 ClubPoint to 16 Hilton Honors points for a fee. For example, 5,000 ClubPoints = 80,000 Hilton Honors points.

HGVClub Legacy Members, HGV Max Legacy Members, select HGV Max Members and members whose ClubPoints are attributable to an ownership interest at one of the below properties may convert associated ClubPoints to Hilton Honors on an annual basis. Conversions of the entire annual allotment of ClubPoints attributable to their Home Week at the below listed resorts receive an increased conversion rate of 1 to 32. Conversions for less than the entire allotment may be made at the standard rate of 1 to 16.

- | | |
|---|---|
| ▪ West 57 th Street, a Hilton Club | ▪ Bay Forest Odawara, a Hilton Club
(aka Odawara Vacation Suites) |
| ▪ The Residences, a Hilton Club | ▪ The Beach Resort Sesoko, a Hilton Club
(aka Sesoko Beach Resort) |
| ▪ The Central at 5 th , a Hilton Club | ▪ Elara, a Hilton Club
(aka Elara HC Vacation Suites) |
| ▪ The District, a Hilton Club | ▪ Liberty Place Charleston, a Hilton Club
(aka as Liberty Place Vacation Suites) |
| ▪ The Quin, a Hilton Club | ▪ La Pacifica Los Cabos, a Hilton Club
(aka La Pacifica Los Cabos Vacation Suites) |
| ▪ Grand Waikikian, a Hilton Grand Vacations Club - penthouse unit owners | |
| ▪ The Grand Islander, a Hilton Grand Vacations Club - penthouse unit owners | |

Increased conversion rates may be offered to owners at select resorts or in connection with special promotions from time to time.

Converted points will be deposited into the Member's Hilton Honors account the first week of January of the following year.

Conversion rates are subject to change without notice. A non-refundable conversion fee applies.

Once ClubPoints are converted to Hilton Honors points, the transaction is final and points may not be converted back to ClubPoints. The converted points are then subject to the Hilton Honors Program Terms and Conditions and all transactions using Hilton Honors points must be made by contacting the Hilton Honors Reservations and Customer Care or by visiting hiltonhonors.com.

Save Points. Prior to December 31, 11:59 PM ET of the current year, Members may "Save" any remaining current year ClubPoints into the following year's account for use during that year. A variable fee structure applies whereby the later in the year the Member saves their points, the higher the save transaction fee as detailed in the Club Fee Schedule. Save fees are non-refundable.

Saved points may only be used for reservations at Club Resorts during the Home Resort Priority, Hilton Club Priority, Club and HGV Max reservation windows, for RCI exchange reservations, RCI deposits and for ClubPartner Perk reservations for travel within the year in which they have been saved. Additional point saving options may be offered for previously Saved ClubPoints.

Saved points may not be used to make a reservation during the Home Week Priority Reservation Window, current year Hilton Honors reservations and are not eligible for conversion to Hilton Honor points.

RCI Deposit. Prior to December 31, 11:59 PM ET of the current year, Members may deposit current-year ClubPoints or Saved ClubPoints into the RCI Exchange program for future weekly and nightly RCI Exchange reservations (an "RCI Deposit"). RCI Deposits are valid from the date of deposit through an additional two calendar years and travel must occur prior to points expiration. Once ClubPoints are deposited into the RCI Exchange program, the transaction is final and ClubPoints may not be returned to a Member's Club account. An RCI Deposit fee applies. In the event a Member is unable to use the RCI Deposit before the end of the second year, for an additional fee, Members have the opportunity to extend the RCI Deposit into a third year. An RCI Exchange fee will be charged at the time of confirmation or the initiation of an RCI search request.

To utilize any point stretching options, Members must contact HGVClub via telephone or visit club.hiltongrandvacations.com.

SHARE

Referral Program. From time to time Hilton Grand Vacations and/or its affiliated entities may offer Members in good standing (i.e., mortgage payments, maintenance fees and Club Dues are current) the opportunity to participate in a referral reward program. Any such program is limited to Members who have purchased a vacation ownership interest from or through Hilton Resorts Corporation or an affiliate and is not valid with any other promotional program. Participation in this referral reward program is voluntary and void where prohibited by law.

Guest Certificates. Guests not accompanied by a Member at check-in or during a stay must obtain a Guest Certificate prior to check-in. Guest Certificates will not be issued without valid guest information including name, address, phone number and email address for the guest. Only Members may obtain Guest Certificates via club.hiltongrandvacations.com or by contacting HGVClub and providing the guest's name at least 48 hours prior to guest check-in. Guests will be required to present valid government issued photo identification and a major credit card upon check-in. Guest Certificate fees are provided in the Club Fee

Schedule. No changes are permitted to a Guest Certificate once issued. If a new Guest Certificate is required, an additional fee will apply. Guest Certificate fees are non-refundable.

Guest Certificates may not be used for commercial purposes, monetary or other consideration. Members deemed to be violating the prohibition on using HGVClub for commercial purposes may have Guest Certificate requests denied or limited and guests will be refused check-in.

Guest Certificates are available for Home Week, Home Resort Priority, Hilton Club priority, Club and HGV Max reservations only. Guest Certificates are not permitted for Open Season rental reservations.

No Commercial Use of HGVClub by Members or Guests. Accommodations available through HGVClub are for the personal use and enjoyment of Members, the Members' immediate family, and guests personally known and acquainted with Members. Immediate family member for purposes of these Rules includes the Member's, spouse or partner, parents, children, grandparents, grandchildren and siblings. Use of the Club for commercial purposes or monetary or other consideration by Members or their guests including the use of a confirmed reservation in an Affiliated Resort for any rental, resale or other commercial use (other than an owner's Home Week) including through the use of guest certificates is strictly prohibited. Commercial use includes but is not limited to any illegal activity or locally prohibited activity, any pattern of occupancy, rental, leasing or use that Hilton Grand Vacations in its reasonable discretion could conclude constitutes commercial use or purpose. Failure to abide by this restriction may result in immediate cancellation of the applicable reservation(s) (without refund or credit), suspension of reservation privileges, denial of access to any confirmed reservations, or other products or services offered through HGVClub and limitations on the number or type of transactions by a Member. Any lease or rental agreement for a Home Week shall be deemed to contain a provision requiring that any sums due to HGVClub as annual Club Dues or due to the Association as assessments, must be deducted from the gross rentals and paid directly to the party for which such sums are owed.

ELITE

ELITE PRIVILEGES TERMS FOR HGVCLUB LEGACY MEMBERS

Elite Qualification. Hilton Grand Vacations Club currently affords three tiers of "Elite" recognition privileges to its qualifying Members who acquire vacation ownership interests directly from Hilton Grand Vacations or such other resort sellers determined by Hilton Grand Vacations Club in its sole discretion and who do not qualify for HGV Max benefits. ClubPoints acquired for a term of 25 years or less or if acquired through unrelated third parties do not qualify toward Elite.

Elite privileges are available upon qualification and cease immediately upon disqualification. To qualify for Elite status privileges, Members must maintain a designated minimum number of qualifying ClubPoints annually. The minimum number of qualifying ClubPoints may vary from year to year. Qualifying ClubPoints do not include any interests acquired from third-party resellers or foreclosure processes. Qualifying ClubPoints must include ownership from one of the resorts listed on the Elite terms and conditions at: <https://club.hiltongrandvacations.com/en/club-membership/elite/elite-terms-conditions>

Elite privileges are provided to Members in good standing only and only available during a reserved stay at a HGVClub resort confirmed through HGVClub. Elite privileges are not available for reservations requiring a Guest Certificate.

Elite Privileges. Privileges are subject to availability and may be offered for limited or trial terms. Accrued or earned Elite privileges do not constitute property of Members. No reliance should be made by any Member that any privilege or the Elite program will continue to be available.

Elite levels, privileges, services, rules and qualification criteria may change, be suspended or terminated at any time at the sole discretion of Hilton Grand Vacations Club with or without notice.

There is no cash value or redemption available for unused privileges. Resorts accessible as an Elite privilege may have specific check-in days and reservations must be made in seven (7) night increments; event week reservations at such resorts are not available. Please refer to the current Club Fee Schedule for applicable reservations fees.

Resort privileges, including discounted Open Season rental rates, room upgrades, private check-in, early/late check-in/out, if offered, are applicable only at select Club resorts. Such benefits are not available at: Fiesta Americana Resorts, Grand Pacific Resorts, all South Florida resort properties, all European properties, and Hilton Grand Vacations at Anderson Ocean Club. Reservation or transaction fee discounts apply only to fees as detailed in the Club Fees Schedule. Discounts may not be combined with any other discount or Open Season rental.

Other Elite Terms. All additional terms and conditions of HGVClub membership published at club.hiltongrandvacations.com, apply in addition to any other terms and conditions of applicable programs and/or benefits or services offered by Hilton Grand Vacations, such as owner referral programs, bonus point redemption rules or third-party programs. Elite privileges are non-transferable and may not be bartered, sold or exchanged. All interpretations of rules concerning Elite privileges rules shall be at the sole discretion of Hilton Grand Vacations.

All persons seeking Elite privileges are responsible for remaining knowledgeable as to applicable terms and conditions. Hilton Grand Vacations will not be responsible for any failure to do so and is not responsible for any inaccurate or incorrect information provided to any person from any third party.

Hilton Grand Vacations Club reserves the right to suspend or terminate Elite privileges for any Member who violates any Hilton Grand Vacations program rules, is not a Member in good standing, or who appears to be using the Elite program in a manner inconsistent with the terms of the program, including dishonest conduct, circumvention of rules, fraud or theft.

The Elite program has no pre-determined termination date and may continue until such time as Hilton Grand Vacations decides to terminate the program at any time with or without notice.

Elite privileges are subject to all applicable laws and regulations. Elite privileges may be subject to income or other taxes. Such taxes and all disclosures related thereto are the sole responsibility of the Member or recipient.

HGV Max Benefits and Terms

Qualification. As described at the beginning of these Club Rules, persons may become HGV Max members through the purchase of an ownership interest at a HGVClub Resort from an HGV Max authorized sales center or by paying a one-time HGV Max initiation fee.

HGV Max is not available to persons who acquire an ownership interest at a HGVClub Resort via the secondary resale market.

HGV Max benefits are personal to the member and may not be transferred, sold or used for any commercial purpose. HGV Max benefits are non-transferable and may not be bartered, sold or exchanged, provided such restrictions do not apply to any person acquiring an ownership interest through inheritance or gift from an immediate family member.

HGV Max benefits are available upon qualification and cease immediately upon disqualification.

HGV Max Benefit Tier Levels. Currently, six tier levels of HGV Max benefits exist based upon the number ClubPoints attributable to the Member's qualifying ownership interests shown below:

Member	Preferred	Preferred +	Premier	Premier +	Centum
<17,000 points	17,000-21,999 points	22,000-37,999 points	38,000-53,999 points	54,000-99,999 points	100,000 points

HGV Max Member Benefits.

Hotel Discount. Discounted room rates at participating hotels and resorts within the Hilton portfolio may be available. HGV Max Members must be present at check-in and for the duration of the stay. Subject to availability and may not be combined with any other discount, including any Hilton Honors member discount.

All Inclusive Club Dues. No reservation transaction fees when staying at any of the Club Resorts, Eligible Club Resorts or resorts available through HGVMax. See HGV Max Fee Schedule in Appendix 1 for more detail.

HGV Max Reservations. As described above, at approximately six months prior to check-out, HGV Max Members may utilize ClubPoints to request an exchange into any resort available within the exchange program known as "The Club" operated by Diamond Resorts International Club, Inc. Minimum night stays vary by resort and select resorts are not available until 60-90 days before check-in. Additional benefits and services may be offered from time to time to HGV Max members.

Additional HGV Max Terms. HGV Max benefits are subject to availability and may be offered for limited or trial terms. HGV Max benefit tier levels, services, rules and qualification criteria may change, be suspended or terminated at any time at the sole discretion of Hilton Grand Vacations with or without notice. There is no cash value or redemption available for unused benefits.

All interpretations of rules concerning HGV Max shall be at the sole discretion of Hilton Grand Vacations. Hilton Grand Vacations reserves the right to suspend or terminate HGV Max benefits for any Member who violates any HGVClub program rules, is not a Member in good standing or who appears to be using HGV Max in a manner inconsistent with the terms of the program, including dishonest conduct, circumvention of rules, fraud or theft. The HGV Max program has no pre-determined termination date and may continue until such time as Hilton Grand Vacations decides to terminate the program at any time with or without notice.

OTHER

RESORT DETAILS

Check-in Requirements. At time of check-in, Members or guests staying in separate units must present a valid government issued photo identification. A major credit card and confirmed reservation number are also required. Persons checking in and presenting identification for the stay must be staying at the resort during the stay. Some resorts may place a credit hold on your credit card for incidental charges during your stay. Unless specific arrangements are made prior to check-in, no minor will be permitted to check-in unless accompanied by an adult. Minors shall be considered to be persons not of legal age, generally less than eighteen (18) years of age. Arrival and departure must comply with established check-in and check-out restrictions at the resort. Members who plan to arrive after a resort's designated check-in time must contact the resort directly in advance to determine whether late check-in is available or to request late check-in arrangements. Members who have not checked-in at least forty-eight (48) hours after scheduled check-in and who have not notified the resort of such late arrival are considered a "no-show" and their reservation may be cancelled, and all points and fees shall be forfeited.

Accessible Accommodations. Accessibility at resorts is noted within the Resort Attributes highlights of each property in the Resorts section at club.hiltongrandvacations.com. For those properties that do not have wheelchair access throughout, "No wheelchair accessible accommodations/facilities" is noted. For properties with wheelchair accessible units, such units are available subject to the reservation procedures/Club Rules applicable to such property. Communication kits for guests who are hearing impaired are available upon request. Unit assignments are based upon availability and therefore persons may be assigned an accessible unit even if not requested. Persons needing an accessible unit should reserve the type of unit needed at time of reservation as the property may not be able to accommodate requests at time of check-in.

Accommodations Unavailability. In the event accommodations become unavailable during a stay or in connection with a future reservation due to a natural disaster, act of God, war, terrorism, civil unrest, pandemic or any other event beyond the control of Hilton Grand Vacations, neither Hilton Grand Vacations nor its affiliates shall be liable for any resulting cancellations, evacuations or loss of services. All reservations shall be subject to the cancellation policy and alternative accommodations may not be available. Membership may be suspended or modified in the event the vacation ownership interest owned becomes unavailable for use.

Resort Restrictions. Members and their guests may not use resort property benefits or services except during a confirmed stay. Non-resident guests visiting a Member or guest on property during a such Member or guests' reserved stay must register with the resort check-in desk. If a Member cannot comply with restrictions established by a resort for which the Member has a confirmed reservation, the Member is responsible for contacting the resort to request special arrangements, if available. However, resorts have no obligation to accommodate special requests. No more than twenty-nine (29) consecutive nights may be booked in the same accommodations. Members requesting reservations at their Home Resort may receive priority through advance booking windows over other Members who do not own at that resort.

Occupancy Restrictions. Each resort establishes occupancy restrictions for specific accommodations. Information concerning the recommended and maximum number of occupants per unit type, available check-in days and restrictions on the minimum number of nights per reservation is available at club.hiltongrandvacations.com. Failure to abide by occupancy restrictions may result in additional charges or denial of access. Except as may be permitted for Bay Forest Odawara by Hilton Club, no pets are allowed at Affiliated Resorts managed by Hilton Grand Vacations Management, LLC. However, service animals, subject to applicable law, are permitted in all Affiliated Resorts managed by Hilton Grand Vacations Management, LLC, except Hilton Grand Vacations at the Crane. Affiliated Resorts are private property. As such, HGVClub reserves the right to restrict access to any persons; however, HGVClub has no obligation, duty or other requirement to screen or otherwise confirm the status of guests or prospective guests.

Resort Amenities. Amenities vary among resorts and may be operated or provided by third parties. Certain amenities such as owners' lounge may be limited to use by owners at that resort. Use of amenities are subject to the rules and regulations of the specific resort and may require a fee.

Units. Other than a fixed unit and fixed week reservation, the unit for which a Member receives a confirmed reservation may differ in unit size, features, design, furnishings, amenities and access, including access for disabilities, from the vacation ownership interest owned and designated, if any, by the Member.

Housekeeping. Reservations at resorts managed by Hilton Grand Vacations using ClubPoints, Bonus Points or Open Season rental do not include daily housekeeping services. Housekeeping services vary by location, and reservations of five (5) or more nights may include one mid-week clean. Daily housekeeping services may be available for an additional fee. Reservations for less than five (5) nights

may incur a housekeeping fee.

Room Inspection. For the safety of all guests and employees, if a suite/room has a “do not disturb” sign hung for more than forty-eight (48) hours, the suite/room may be entered and visually inspected.

ADDITIONAL TERMS

Affiliated Resorts. Affiliated Resorts include Club Resorts and Club Eligible Resorts approved by Hilton Grand Vacations to be a part of HGVClub. Club Eligible Resorts are those resorts for which HGVClub offers owners the option of becoming a Member in accordance with the Club Enrollment Agreement. Club Resorts are those resorts developed, marketed or sold by Hilton Grand Vacations or one of its affiliates in which membership in HGVClub is a condition of ownership.

Membership Qualification. Membership must be in the name of a lawful owner of the vacation ownership interest. Ownership is evidenced by a recorded deed or valid membership certificate or similar certificate as acceptable to HGVClub. Persons who do not provide information necessary to record their deed may not be granted membership or may otherwise have membership suspended.

Select accounts may be permitted to appoint non-owners as “Additional Members”. Such appointment may only be made in writing by the owner and if owned by more than one owner, by all owners. In making such appointment the owner shall grant, such Additional Members full access and authority to the Member account with equal access to the entire account and may utilize the Member account and all ownership interests on such account to confirm, change or cancel transactions, review any information on the account, including financial information or transaction history or change any contact information or security information. Members who share ownership of more than one interval may combine their membership account into one account so long as there is a common thread of ownership for the affected intervals. Joined accounts may qualify for Elite benefits, if offered, if the common thread of ownership is among parents and their children or grandparents and their grandchildren. Joined accounts shall qualify for only one related Hilton Honors account.

Any corporation, partnership, trust or other entity or organization holding title to a vacation ownership interest shall be required to designate an authorized natural person (whether one or more) to act on its behalf as the exclusive beneficiary to exercise any and all rights of membership. Membership shall automatically terminate if a Member no longer owns a vacation ownership interest at an Affiliated Resort or if the resort in which a Member owns, is no longer contractually affiliated with HGVClub.

Once HGVClub membership is terminated, benefits and privileges of membership automatically and immediately cease. If a Member transfers or sells their vacation ownership interest, the new purchaser must provide HGVClub a copy of the recorded deed evidencing the new owner and applicable transfer fees to participate in the HGVClub.

Persons acquiring a vacation ownership interest constituting an estate for years with an original term of less than twenty-five years from anyone other than Hilton Grand Vacations are not eligible for any benefits of HGVClub membership and may only request a reservation at their Home Resort, provided such restriction shall not apply to any person acquiring such interest through inheritance or gift from an immediate family member.

HGVClub Benefits and Account Access. Membership benefits and account access are only for the benefit of qualifying Club Members who own a vacation ownership interest at an Affiliated Resort. Members may be asked to answer security questions or otherwise verify identity prior to servicing. Members are responsible for the activity that occurs on their account and must keep their account access information secure

Reservations booked through third party exchange, travel holiday clubs or any third-party rental or exchange site not affiliated with Hilton Grand Vacations, including but not limited to AirBnB, VRBO, HomeAway, eBay, Craigslist, or similar may be denied by Hilton Grand Vacations, in its sole discretion.

Hilton Grand Vacations is not responsible for any loss, claim, demand or other injury, including, but not limited to, disclosure of private information, loss of rental proceeds, fraud, performance or non-performance of any transactions, or misapplication of funds, refunds, or credits, arising out of or related to the use of a Member account or reservation at an Affiliated Resort by any third party, including any third-party rental or exchange program not affiliated with HGVClub, any designated or authorized user, authorized, permitted or provided access to the account by the Member, including any use rights granted through corporate, partnership, trust or other entity or organizations holding membership. Hilton Grand Vacations has no obligation to provide services or benefits to a Member's guests or third parties for whom the Member has provided access to their account.

Voluntary Participation. Participation and use of HGVClub benefits is voluntary as it concerns the exchange of accommodations outside a Member's Home Week. However, reservations of a Home Week can only be made through the HGVClub.

Bonus Points. From time to time, Members may have the opportunity to receive and redeem promotional points referred to as "Bonus Points". Bonus Points may be used:

- to make reservations during the Home Resort Priority, and Club Reservation windows at Affiliated resorts
- for ClubPartner Perks (such as cruises and other travel partner options)
- for conversion to Hilton Honors points at a ratio of 1 Bonus Point to 16 Hilton Honors points
- as a credit toward maintenance fees owed
- for RCI Exchange reservations or other third-party exchange programs affiliated with the HGVClub from time to time
- for HGV Max Members to make HGV Max reservations
- for various other options such as shopping certificates offered from time to time

Bonus Points used toward maintenance fee payments are limited to the amount due only. Credits toward future maintenance fee payments are not permitted. Member remains responsible for payment of any portion of the maintenance fee not paid by the Bonus Points.

Bonus Points cannot be transferred or assigned and cannot be borrowed or saved into next year's account. Bonus Points cannot be used to reserve accommodations during Home Week or Home Week Priority Reservation windows. Bonus Points cannot be combined with ClubPoints for any reservations other than ClubPartner Perk reservations. Cancellation protection is not available for any reservations using Bonus Points and such reservations are non-changeable. Bonus Point reservations canceled after the expiration date of the Bonus Points result in 100% forfeiture of applied Bonus Points.

Bonus Points have no redemption cash value, but when using Bonus Points toward maintenance fees, 4,000 Bonus Points are equivalent to approximately \$250 and are only calculated in U.S. Dollars. When using Bonus Points for exchanges, each Bonus Point is equivalent to approximately one ClubPoint.

Redemption or conversion of Bonus Points may require a fee. Bonus Points may not be used to pay reservation or transaction fees.

Any unused Bonus Points expire two (2) years from the date of issuance (or earlier for select promotions) and cannot be reinstated once expired. If a Member sells or transfers their timeshare interest and their Club membership terminates, unused Bonus Points shall automatically expire.

Bonus Point usage may be subject to additional terms and conditions. Available Bonus Point redemptions, rewards, and terms and conditions may change from time to time.

Program Changes. HGVClub program use options, fees and rules, including but not limited to, the RCI Exchange Program, special exchanges, nightly point values, reservation windows, the Hilton Honors program, Saving, RCI Depositing, borrowing, converting, and ClubPartner Perks that may be offered from time to time, are subject to change, adjustment, suspension or discontinuation without notice. Any such changes may or may not apply to transactions confirmed prior to the effective date of any such change. In the event the point values for accommodations are adjusted, such adjustments shall not disturb the one-to-one purchaser to accommodation ratio, or a HGVClub Member's ability to reserve their Home Week. Any benefits or services offered in conjunction with specific promotions or pilot programs are subject to the additional terms of such promotion or pilot program.

Loss or Suspension of Use. Use of ClubPoints, Bonus Points, external exchange privileges, Hilton Honors, ClubPartner Perks and other services and benefits offered through HGVClub, including occupancy or check-in at a resort, may be suspended or restricted if all applicable reservation fees, Club Dues, maintenance fees, mortgage payments, taxes or other charges or amounts properly due and owed to Hilton Grand Vacations or the applicable association or seller are not current, or if a Member violates these rules, the terms of their Club Enrollment Agreement or any rules of an Affiliated Resort. A Member's right to reserve their Home Week may not be limited for failure to pay Club Dues.

In the event an Affiliated Resort's participation in HGVClub is suspended or terminated, Members who own interests at such suspended or terminated resorts may have their membership suspended or terminated.

Hilton Grand Vacations strongly supports a harassment-free workplace. Abusive verbal or written communications from Members to our employees, or the employees of our subcontractors, agents or representatives will not be tolerated and may result in limitation or suspension of membership service privileges.

Any Member or guest: (1) identified on the list of "Specially Designated Nationals or Blocked Persons" maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control; (2) is subject to an embargo or economic or trade sanctions by the United States government, (3) is acting on behalf of a government of any country that is subject to such an embargo; or (4) involved or otherwise engaged in transactions with countries subject to economic or trade sanctions imposed by the United States government, is subject to immediate suspension and/or termination of membership.

Hilton Grand Vacations and each Affiliated Resort reserve the right to restrict or prohibit use of accommodations to any person deemed a safety or security risk.

Use of Accommodations by Hilton Grand Vacations. Beginning the first day of the Open Season reservation window, Hilton Grand Vacations reserves the right to utilize accommodations for its own purposes including for exchange, inspection visits, promotions, rentals, special programs, or any other purposes in Hilton Grand Vacations' sole discretion. Additionally, when a Member exchanges their ClubPoints for benefits or services other than Affiliated Resort accommodations, such as ClubPartner Perk reservations or Hilton Honors points, Hilton Grand Vacations must pay the third party for the Member's use thereof. As such, Hilton Grand Vacations, in its sole discretion, may rent or otherwise use the accommodations relinquished by that Member or other unused inventory to cover the cost of such third-party benefits and services. In renting accommodations as described herein, Hilton Grand Vacations may use historical reservation data for the property to forecast the accommodations projected to remain unused by Members or to be used by Members for other benefits and services requiring monetization by the Hilton Grand Vacations Club Program and rent such accommodations prior to the start of the Open Season reservation window in order to maximize occupancy levels at the property.

Additionally, inventory owned by a developer or an affiliated resort and not yet sold, may be made available for reservation by Members or used by the developer for any purpose including but not limited to, exchange, rental, Elite privileges and promotional purposes.

Use of Accommodations by The Club. Beginning the latter of 6 months prior to check-out or the first day of the Club Season reservation window, accommodations may be made available to members of The Club (operated by Diamond Resorts International Club, Inc.) who have enrolled in HGV Max benefits through The Club program.

Ownership Changes. In the event a Member intends to change or transfer title to their ownership interest at a HGVC Club Resort, the owner should contact HGVC Club for instructions on how to proceed as the transfer may be subject to a right of first refusal by the developer and may require completion of a resale acknowledgement form and/or an estoppel certificate, for a fee. Once legal title is transferred, HGVC Club will require a copy of the newly recorded deed, if applicable, and payment of the applicable transfer fee to process the membership transfer.

Persons who acquire their ownership interest from the resale market may receive limited HGVC Club benefits, including, but not limited to, restrictions on the ability to convert ClubPoints into Hilton Honors points on an every use year basis, automatic elevated Hilton Honors tier status and the use of Open Season rental benefits. Interests acquired on the resale market may not qualify for additional benefits, services or recognition programs or tiers.

Contact. From time to time, Hilton Grand Vacations, and its affiliates, may offer products, services and Member benefits through mail, telephone (including wireless, cellular or VOIP accounts), mobile messaging, SMS text, and e-mail or otherwise contact you regarding your account or to collect any amounts due. By participating in the HGVC Club program, Members expressly consent, request and agree to such contacts, including, but not limited to, solicitations using automated dialing equipment, pre-recorded messages, and/or cellular phones or service. Each Member acknowledges and agrees that in order to benefit from membership privileges and services available through HGVC Club and its affiliates, it is necessary for Hilton Grand Vacations to contact Members from time to time. Communications to and from Hilton Grand Vacations representatives may be recorded for training and/or quality assurance. For more information about the privacy policies of Hilton Grand Vacations, go to club.hiltongrandvacations.com or hiltongrandvacations.com and select the privacy policy link.

Restriction on use of Hilton Materials. All names, logos, trademarks, service marks, trade dress and trade names of Hilton Grand Vacations and Hilton Grand Vacations Club are proprietary to Hilton Worldwide Holdings Inc. ("Hilton") and may not be used by anyone for any purpose, without the prior express written consent of Hilton. All materials contained at club.hiltongrandvacations.com, and hiltongrandvacations.com including content and imagery are copyrighted property. No material from these sites or any website owned by Hilton Grand Vacations or its affiliates, may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way. The use of any Hilton copyrighted material is prohibited. Hilton considers its trademarks and copyrighted property to be valuable assets and takes infringement of them seriously.

Members who are also employees of Hilton Grand Vacations or its affiliates are bound by both these rules and the Hilton Grand Vacations Code of Conduct. Employees are prohibited from accessing internal systems directly for membership privileges and benefits and must call HGVC Club or utilize the club.hiltongrandvacations.com for all purposes related to their membership account.

Discounts. Members may be eligible for discounted products or services offered by Hilton Grand Vacations, its affiliates or third parties from time to time. Offered discounts and use restrictions or terms may vary based upon membership level or status, date of offering or other factors. Discounts may be changed, discontinued or suspended without notice.

Third-Party Services. Select services and benefits made available through HGVClub, including but not limited to cruise services and hotel accommodations, may be operated, owned, managed and/or marketed by third parties outside the control of Hilton Grand Vacations. These benefits and services are separate and distinct from HGVClub, and its affiliates, and are subject to separate terms and conditions. Hilton Grand Vacations may suspend, alter or terminate any such third-party services and benefits at any time. Hilton Grand Vacations is not responsible, and assumes no liability, for changes or discontinuances of any third-party service or product(s) offered or available through HGVClub. Hilton Grand Vacations may share personal information about Members with such third parties so that such third parties may provide Members services, products and benefits to Members, or Hilton Grand Vacations or its affiliated entities. For more information about the privacy policies of Hilton Grand Vacations, go to club.hiltongrandvacations.com or hiltongrandvacations.com and select the privacy policy link.

Third-Party Information. Information about resorts, ClubPartner Perks, the Hilton portfolio of brands, RCI and other benefits and services is obtained from each provider. Reasonable efforts are made to ensure the information is accurate as of the date such information is published; however, Hilton Grand Vacations Club, LLC ("Hilton Grand Vacations") and its affiliates, are not responsible for and disclaim any liability for any inaccurate, incomplete or misleading information.

No Liability. Hilton Grand Vacations and its affiliates, including each of their officers, directors, employees and agents shall have no liability to Members or their guests for any loss, injury or damage, including death, occurring as a result of the Member, a resort, or HGVClub's action or failure to act or otherwise related to any use or failure to use any benefits or services available through HGVClub membership including any third party services or benefits made available to Members whether or not occurring during a reserved stay. Any liability will be limited to the transaction fees paid, if any. Hilton Grand Vacations is not liable or responsible for a Member's failure to make beneficial use of their ClubPoints or to receive a specific reservation outside of the Member's Home Week reservation during the Home Week Priority Reservation Window.

No Representations. Representations upon which a Member may rely concerning HGVClub are limited to those presented at club.hiltongrandvacations.com and the Hilton Grand Vacations Club Disclosure Statement or otherwise supplied in writing from an authorized representative of Hilton Grand Vacations. No other representations are valid or binding on Hilton Grand Vacations. Hilton Grand Vacations makes no representation as to the income, sales or other tax consequences of or associated in any way with membership, including any referral program, the acquisition of Hilton Honors points through the Hilton Honors guest loyalty program, or as to the deductibility of any related expenses.

Record Requests. Request for records or account history for the past (2) two to (5) five years incur a fee of \$59. Requests for historical records for years 6 or more incur a fee of \$109 and may take up to (7) seven business days to complete.

Damages and Expenses. Any damage to personal property, resort property or furnishings, or expense caused or incurred by a Member or their guest is the sole responsibility of the Member.

Grievance. Concerns about accommodations or services provided at a resort or other provider should be directed to the accommodating party at the earliest opportunity. If a concern is not resolved, Members may contact Hilton Grand Vacations, Member Services at 6355 MetroWest Blvd., Suite 180, Orlando, Florida 32835.

Governing Law; Disputes. Membership is governed exclusively by the laws of the State of Florida without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of other state laws. Any action at law or inequity by a Member regarding membership or commenced against HGV concerning any interpretation, construction, validity, enforcement or performance of the HGVClub program, these Club Rules or any aspect of the HGVClub program must

be RESOLVED BY SUBMISSION TO INDIVIDUAL ARBITRATION in accordance with the rules of the American Arbitration Association then in effect. Members agree that their RIGHTS TO A JURY TRIAL OR COLLECTIVE OR CLASS ACTION ARE WAIVED. If all or a portion of these rules are ruled illegal or unenforceable, the offending portion(s) will be severed and any other provision, including this arbitration provision, will remain enforceable but only on an individual basis. Members agree that any dispute as to whether claims fall within the scope of this arbitration provision shall be determined solely by a court, and not by an arbitrator.

Capitalized terms not defined in these rules, shall have the meaning ascribed to them in the Hilton Grand Vacations Club Disclosure Statement.

The failure by Hilton Grand Vacations to exercise rights or enforce any violations hereunder will not constitute a waiver.

The program terms and conditions herein supersede any prior terms and conditions.

Hilton Grand Vacations®, HGV®, Hilton Grand Vacations Club® and Hilton Club™ are registered trademarks of Hilton Worldwide Holdings, Inc. licensed to Hilton Grand Vacations Inc. Hilton Grand Vacations and its ownership properties and club programs operate under the Hilton name pursuant to a license agreement with Hilton Worldwide Holdings Inc.

Hilton Honors™ is a registered trademark of Hilton Honors Worldwide LLC

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Contact Information

We are committed to providing you with excellent service.
We look forward to hearing from you via the following communication channels:

HILTON GRAND VACATIONS CLUB RESERVATION SERVICES:

800-932-4482	From U.S. and Canada
44-845-608-6385	From Europe
407-613-3141	Worldwide

CHAT OR EMAIL: Visit club.hiltongrandvacations.com to get started.
OR

www.hiltongrandvacations.com/en/contact-us

WEB:

club.hiltongrandvacations.com

FAX:

407-613-3177

MAIL:

Hilton Grand Vacations
Club Member Services
6355 MetroWest Boulevard, Suite 180
Orlando, FL 32835

*Our service offices are closed on Sundays and major U.S. holidays. For current service hours, please visit **club.hiltongrandvacations.com**.*