



# Membership Extras

## Acknowledgment and Disclosure Statement

Please take the time to review this Membership Extras Acknowledgment and Disclosure Statement. All of the information presented is important and should be read thoroughly. For additional information, please call Disney Vacation Club Member Services at 800-800-9800 or 407-566-3800.

## ACKNOWLEDGMENT AND DISCLOSURE STATEMENT

By execution of the receipt set forth on the last page of this Membership Extras Acknowledgment and Disclosure Statement (the "Statement"), formerly known as Member Benefits Guide, the undersigned purchaser of a vacation ownership interest (an "Ownership Interest") in a *Disney Vacation Club*® Resort ("DVC Resort") acknowledges receipt of this *Statement*. This *Statement* serves as the acknowledgment and disclosure statement, as required pursuant to Section 721.075, Florida Statutes, for the incidental benefits program known as Membership Extras (the "Program") provided by Disney Vacation Development, LLC ("DVD") to purchasers, including the undersigned purchaser ("Purchasers"). This *Statement* contains information about the Program and the special benefits, offers and opportunities (the "Benefits") made available through the Program by DVD to Purchasers who directly purchase an Ownership Interest from DVD and become members in *Disney Vacation Club*® (the "Club"). Any capitalized terms used in this *Statement* that are not defined in this *Statement* shall have the meaning provided in the Public Offering Statement provided to Purchaser in connection with the purchase of an Ownership Interest. "Member" as used in this *Statement* shall mean a Purchaser who has acquired an Ownership Interest directly from DVD and is a member of the Club in good standing pursuant to the terms and provisions of the Club, including compliance with all Club and DVC Resort rules and regulations and current payment of all annual dues and purchase-money financing.

**Membership Extras, such as Disney-branded exchange options, options offered through the hotel exchange program ("Hotel Exchange Program"), and any other exchange options, certain discounts, offers, and special events are incidental benefits. These incidental benefits, which may also be referenced elsewhere as part of "Disney Collection" or "World Collection," are subject to change or termination without notice, may require the payment of a fee and cannot be combined with any other offers or promotions. Membership Extras are also subject to availability and block-out dates may apply, including periods of high demand such as Christmas and New Year's Day. To receive any Membership Extras, purchasers must meet the eligibility requirements and present a valid digital Disney Vacation Club Membership Card, along with a corresponding valid photo ID. Effective June 3, 2021, to obtain an eligible Disney Vacation Club Membership Card, Members must have one or more Ownership Interests purchased directly from DVD and symbolized by a combined total of at least 150 Vacation Points. Disney-branded exchange options and all options offered through Hotel Exchange are not available for ownership interests not purchased directly from Disney Vacation Development, LLC after March 21, 2011, and, effective April 4, 2016, Members who have not purchased an ownership interest directly from DVD will not have access to Membership Extras.**

Use of any Benefits and participation in the Program is completely voluntary and payment of any fees or other costs associated with the Program or any Benefit is required only upon such use or participation. No costs of acquisition, operation, maintenance or repair of the Program or any Benefit are passed on to Purchasers as common expenses of a DVC Resort or the Club. None of the Benefits described in this *Statement* are a feature or component of a DVC Resort or an Ownership Interest, or of any rights or privileges which are appurtenant to that Ownership Interest. The continued availability of the Program or any Benefit or any or all of these special programs is not necessary in order for any accommodation or facility of a DVC Resort or the Club to be available for use by Purchasers in a manner identical in all material respects with the manner portrayed by any promotional material, advertising or the Public Offering Statement.

Neither the Program nor any Benefits obtained through the Program are assignable or transferable by a Purchaser and may not be resold. Purchasers who acquire an Ownership Interest from any person other than DVD are not eligible to participate in the Program or receive any Benefits. Purchasers should not purchase an Ownership Interest in reliance on the ability to transfer any incidental benefits with the resale of an Ownership Interest.

Certain of the Benefits described in this Statement are provided by independent entities not affiliated with DVD or any of its affiliates, which independent entities shall be solely responsible for all aspects of the applicable Benefit. Furthermore, the relationship of DVD or any of its affiliates to any third provider is governed by an agreement or arrangement which limits DVD's or its affiliates' role to that of reservation booking facilitator. Accordingly, neither DVD nor any of its affiliates shall at any time be liable or responsible whatsoever for any loss, injury or damage arising from any Benefits provided by any third party, whether caused by acts of God, acts of governments or other authorities, pandemics, epidemics, wars, civil disturbances, hijacks, terrorism, theft, intentional, or negligent acts of any third party or any other cause whatsoever. In no event shall DVD or any of its affiliates be liable for any special or consequential damages arising out of or in connection with the use or operation of any Benefit.

If any Benefit, or any portion of a Benefit, becomes unavailable for any reason, DVD reserves the right to substitute a replacement Benefit of a type, quality, value and term reasonably similar to the unavailable Benefit. Reservations for accommodations at a DVC Resort shall be deemed conclusively to be reasonably similar to accommodations reserved at any other property through the Program.

A description of the Benefits in the Program currently available to Purchasers is as follows:

### Disney Discounts and Special Programs

WALT DISNEY WORLD® Resort Attractions: Members and up to seven (7) of their guests may purchase separately priced special event tickets at Walt Disney World® Theme Parks and daily admission media to Disney's Blizzard Beach Water Park and Disney's Typhoon Lagoon Water Park attractions at the Walt Disney World Resort ("WDW Attractions Media") owned and operated by Walt Disney World® Resort, a division of Walt Disney Parks and Resorts U.S., Inc. ("WDPR"), at a discount off the daily admission prices.

Annual Passes: From time to time, Members may purchase the Disney Sorcerer Pass, which is a WALT DISNEY WORLD® Annual Pass normally only available to Florida residents ("WDW Passes") and Disneyland Magic Key Passes ("DL Passes") (collectively, "Annual Passes") DL Passes may

be offered at a discount off the regular prices. Annual Passes are to be used according to the terms and conditions of the WDW Passes or DL Passes purchased, to theme parks and resort attractions owned and operated by WDPR at the Walt Disney World Resort or Disneyland Resort.

1. The prices of the WDW Attractions Media, WDW Passes and DL Passes (collectively "Admission Media") are determined and made available by Disney Destinations, LLC ("DDLCC") or, when buying Admission Media together with the Accommodations, as applicable, by Walt Disney Travel Co., LLC, and may be adjusted at any time without notice, in its discretion. Admission Media may have block-out dates, excludes separately priced activities/events, do not include tax, and may not be combined with other discounts that may be available to Members or to renewals of Florida Resident Admission Media or any DL Admission Media. If the Disney Discount Program is changed or cancelled, all valid and unexpired Admission Media will be honored through their expiration date in accordance with their terms.
2. WDW and DL Passes may only be purchased by Members for themselves and their immediate family living in their household, up to a total of eight (8) per year.
3. Admission Media is non-assignable, non-transferable, and may not be resold. Following the purchase of any Admission Media, no refunds will be provided and the Admission Media may not be redeemed for cash or other consideration. Any alteration or defacing of Admission Media will render it null and void. Presentation of valid identification may be required in connection with use of Admission Media.
4. Attractions offered by means of the Admission Media may be unavailable due to occupancy constraints or inclement weather, and use may be denied or restricted during special events or during the performance of routine maintenance. DDLCC may add or delete theme parks or resort attractions available by means of the Admission Media at any time and without notice.
5. WDW Passes may be purchased by calling Member Services or by going to Guest Relations at the *Magic Kingdom*® Park, *Epcot*®, *Disney's Hollywood Studios*®, and *Disney's Animal Kingdom*® Theme Park or *Disney Springs*™ area. DL Passes available through the Discount Program may be purchased at any *Disneyland* Main Entrance ticket booth. New WDW Passes also can be purchased at [disneyvacationclub.com](http://disneyvacationclub.com). At time of purchase or certificate redemption (for purchases online), Members must present their digital Membership Card, and if applicable, proof of residency, and all adults (ages 18 and up) must present a valid driver's license or state identification card showing they reside in the same household.
6. At their sole discretion, *WALT DISNEY WORLD*® Resort and *Disneyland*® Resort may suspend offering WDW Passes and DL Passes or impose theme park reservation requirements, which require each entrant to obtain, in addition to valid theme park admission, a valid theme park reservation. Theme park reservations are limited and subject to availability, public health orders, and applicable pass blackout dates, and are not guaranteed for any specific dates or theme park. WDW Passes and DL Passes do not guarantee admission or entry into any theme park, experience, attraction or offering. Reservations may not be available on select holidays in certain theme parks. Reservations for select dates and theme parks may be made available on a rolling basis.

From time to time, DVD may make available to Members (i) special access to or discounts for events, recreational or educational programs or facilities, including but not limited to lounge spaces, at select Disney theme parks, DVC Resorts, hotels or other venues, and (ii) select dining or merchandise discounts at the *Walt Disney World* Resort or the *Disneyland* Resort ("Special Programs").

1. The types of Special Programs offered and the times, dates, frequency and access to Special Programs, will vary and be determined by DVD in its discretion. Members should visit [disneyvacationclub.com](http://disneyvacationclub.com) or contact Member Services for more information.
2. Special Programs may be unavailable due to occupancy constraints or inclement weather, have use denied or restricted during special events or during the performance of routine maintenance, and are subject to availability and other restrictions. The availability of or access to the Special Programs, including lounge spaces, recreational facilities and amenities, may be permanently or temporarily discontinued at any time and without notice by DVD or the provider in their discretion. These facilities are subject to operating hours, occupancy limits, blackout dates, to include without limitation major holidays such as Christmas, New Year, and Independence Day, and may be closed for paid events.
3. Certain of the Special Programs, including but not limited to lounge spaces, recreational facilities and amenities, may only be available to Members staying at a *Walt Disney World*® Resort hotel, a *Disneyland*® Resort hotel available through the Disney Travel Program, or at a DVC Resort located at the *Walt Disney World* Resort in Florida, the *Disneyland* Resort in California, or at AULANI, A Disney Resort & Spa, Ko Olina, Hawai'i, *Disney's Hilton Head Island* Resort in Hilton Head Island, South Carolina, or *Disney's Vero Beach* Resort in Vero Beach, Florida.

#### Disney Travel Program and Hotel Exchange

Disney Travel Program. Through the Disney Travel Program, which may also be known as Disney Collection exchanges (collectively herein the "Disney Travel Program"), Members can reserve accommodations made available at select Disney hotels, onboard *Disney Cruise Line*® ships and on *Adventures by Disney*® and National Geographic Expeditions vacations ("Disney Travel Accommodations"), through respective agreements between DVD and the following providers ("Disney Travel Accommodations Providers"):

- *Walt Disney World® Resort*: Accommodations located at *Walt Disney World Resort* made available by DDLLC or, when reserving the Accommodations together with Admission Media, as applicable, by Walt Disney Travel Co., LLC.
- *Disneyland® Resort*: Accommodations located near *Disneyland Resort* made available by DDLLC or, when reserving the Accommodations together with Admission Media, as applicable, by Walt Disney Travel Co., LLC
- AULANI, A Disney Resort & Spa in Hawai'i.
- *Disneyland Paris® Resort*: Accommodations located near *Disneyland Paris Resort* made available by EDL Hotels S.A.S.
- *Hong Kong Disneyland® Resort*: Accommodations located at *Hong Kong Disneyland Resort* made available by Hongkong International Theme Parks Limited.
- *Tokyo Disney Resort®*: Accommodations located near *Tokyo Disney Resort* made available by Milial Resort Hotels Co., Ltd. or Brighton Corporation Co., Ltd.
- *Disney Cruise Line*: Cruise vacations made available by Magical Cruise Company, Limited.
- *Adventures by Disney®*: Guided group vacations made available by ABD, LLC d/b/a Adventures by Disney.
- *National Geographic Expeditions*: Guided trips made available by Global Adrenaline, LLC d/b/a National Geographic Expeditions.

For more information about the Disney Travel Program, including specific travel options, dates, transaction fees, reservation points charts, booking guidelines and restrictions, cancellation guidelines and fees, modification guidelines and fees, *Disney Cruise Line* cruise components, *Adventures by Disney* program components, and *National Geographic Expeditions* trip components, Members should visit [disneyvacationclub.com](http://disneyvacationclub.com) or contact Member Services.

Hotel Exchange Program. Through the hotel exchange program, which may also be known as part of the World Collection ("*Hotel Exchange Program*"), Members can reserve accommodations at select non-Disney hotels ("*Hotel Exchange Accommodations*") through an agreement with various providers ("*Hotel Exchange Program Accommodation Provider*").

For more information about the Hotel Exchange Program, including a list of travel options, dates; reservation fees, reservation points charts, booking guidelines and restrictions, cancellation guidelines and fees, and modification guidelines and fees, Members should visit [disneyvacationclub.com](http://disneyvacationclub.com) or contact Member Services.

The following apply to the Disney Travel Program and the Hotel Exchange Program (the "*Accommodation Programs*") and the Disney Travel Accommodations and the Hotel Exchange Accommodations (the "*Accommodations*") except where separately noted.

1. All reservations of Disney Travel Accommodations and Hotel Exchange Accommodations and modifications to confirmed Disney Travel Program and Hotel Exchange Program reservations are subject to availability and require a US\$95.00 transaction fee. In order to complete a reservation, Member Services will be providing the destination with the Member's name, address, and phone number.
2. Reservation requests may be made only by a Member; however, reserved Accommodations may be occupied by Members or their guests. Accommodations are for personal use only and may not be assigned, bartered, rented, sold, otherwise transferred or used for any commercial purpose as determined by DVD in its discretion.
3. Reservation points charts, booking windows and cancellation guidelines are available on [disneyvacationclub.com](http://disneyvacationclub.com) or by calling Member Services. Vacation Point requirements for reservations are determined by DVD in its discretion. **DVD reserves the right to revise or adjust any or all Program requirements for Vacation Points at any time and without notice. DVD reserves the right to add to or delete Accommodations or impose block-out dates at any time and without notice.**
4. Members can move Vacation Points from their current Use Year into the next Use Year or into the Use Year that follows the next Use Year for the purpose of reserving a future *Adventures by Disney* or *National Geographic Expeditions* reservation ("*Adventures by Disney* and *National Geographic Expeditions* Deposit Program"). Deposited Vacation Points cannot be returned to their original Use Year and can only be used for *Adventures by Disney* or *National Geographic Expeditions* reservations; said reservations must have a commencement date occurring within the Use Year into which the Vacation Points are deposited. Reservations confirmed using deposited Vacation Points require a US\$95.00 transaction fee at time of booking. Depositing Vacation Points into the *Adventures by Disney* and *National Geographic Expeditions* Deposit Program does not guarantee reservation availability.
5. By making and accepting a confirmed reservation for any Accommodation, or by depositing Vacation Points as part of the *Adventures by Disney* and *National Geographic Expeditions* Deposit Program, the Member irrevocably assigns to DVD all occupancy and use rights associated with the Member's Ownership Interest and attributable to the Member's allotted Vacation Points used to reserve DVC Resort accommodations. DVD shall have the right, in its discretion, to use the occupancy and use rights and the associated Vacation Points assigned to it, change or modify any reservations for DVC Resort accommodations, assign or transfer use of reserved DVC Resort accommodations to any person, or rent any reserved DVC Resort accommodations to any other person and retain the proceeds of such rental. The Member who has assigned all occupancy and use rights associated with the Member's Ownership Interest and attributable to the Member's allotted Vacation Points used to reserve DVC Resort accommodations is not entitled to any rental or other compensation if reserved DVC Resort accommodations are rented or otherwise transferred for compensation by DVD.

6. The programs outlined above (hereinafter “Programs”) are being offered to the Members solely by DVD (not the Disney Travel Accommodations Provider or the Hotel Exchange Accommodation Provider).
7. Except for any occupancy or sales tax associated with the occupancy of an Accommodation, the Member or guest occupying Accommodations through the Program shall be responsible for all charges and expenses associated with such occupancy which may include food and beverage, transportation, long distance telephone calls, tips, gratuities, service charges, incidental purchases, room service or resort fees. If a Member or guest wishes to reserve accommodations at a Disney Travel Program property or Hotel Exchange Program Resort before or after the time period reserved through the applicable Program, a separate reservation must be made and all charges and expenses, including the cost of the reserved accommodations and all occupancy and sales tax associated with such occupancy, shall be the responsibility of such Member or guest.
8. Members or guests participating in *Adventures by Disney* guided group vacations and *National Geographic Expeditions* guided trips shall be responsible for all incidental charges and expenses relating to items that are not included in the Disney Travel Program which may include customs charges, meals, transportation, excursions not included on the itineraries, park admission fees, single occupancy surcharges, small group surcharges, visa fees, and other similar charges.
9. There are a limited number of Accommodations available through the Programs. Members will compete with other Members in seeking and reserving these accommodations. Once the limited number of Accommodations has been reserved by Members, other Members will have no priority when requesting reservations for such accommodations and may compete with the general public in seeking and reserving other accommodations. Reservations are provided on a first-come, first-served basis, subject to availability and subject to block-out dates.
10. DVD reserves the right to amend the terms and conditions of the Programs at any time and without notice, in its discretion. Further, DVD reserves the right to modify, supplement or terminate the Programs at any time and without notice, in its discretion, subject to the obligation on the part of DVD to honor reservations for Accommodations confirmed prior to termination or to provide substitute accommodations.

#### Membership Magic Beyond Option

From time to time, DVD may make available to eligible Members the Membership Magic Beyond option (the “*Optional Benefit Program*”). Eligible Members can, for a yearly enrollment fee of US\$99.00, receive access to a variety of additional Benefits (not available through Disney Discounts and Special Programs or the Disney Travel Program and Hotel Exchange) during the initial Benefit Season, which may consist of special offers on certain theme park tickets or theme park passes at *Walt Disney World*® Resort, special offers on certain theme park tickets at *Disneyland*® Resort, priority access at select Member lounges at *Walt Disney World*® Resort or *Disneyland*® Resort, access to Character experiences, the ability to purchase certain Benefit offerings using Vacation Points, waiver of the transaction fee when booking Disney Collection exchange destinations, including Adventures by Disney, Disney Cruise Line, and National Geographic Expeditions experiences, and various other Benefits, offers or discounts as may be determined by DVD in its sole discretion.

1. The types of Benefits offered through the Optional Benefit Program, and the times, dates, frequency and access to the Optional Benefit Program, and the Benefits offered in connection therewith, will vary and be determined by DVD in its sole discretion. Members should visit [disneyvacationclub.com/MembershipMagicBeyond](http://disneyvacationclub.com/MembershipMagicBeyond) for the detailed Membership Magic Beyond Option Terms & Conditions, which incorporate the terms of this Statement by reference, or contact Member Services for more information. Each individual Benefit offering may be subject to additional terms and conditions and may require payment of a fee (in addition to the yearly enrollment fee). Member enrolled in the Optional Benefit Program must be present when utilizing the Benefits of the Optional Benefit Program.
2. The Optional Benefit Program, and the Benefits offered in connection therewith, may be unavailable due to occupancy constraints or inclement weather, have use denied or restricted during special events or during the performance of maintenance, and are subject to availability and other restrictions. The availability of or access to the Optional Benefit Program, and the Benefits offered in connection therewith, from time to time, including lounge spaces, recreational facilities, and amenities, may be permanently or temporarily discontinued at any time and without notice by DVD or the provider in their discretion. These facilities are subject to operating hours, occupancy limits, blackout dates, to include without limitation major holidays such as Christmas, New Year, and Independence Day, and may be subject to closure.
3. Certain Benefits offered in connection with the Optional Benefit Program, including but not limited to lounge spaces, recreational facilities and amenities, may only be available to Members who have appropriate valid theme park admission and an appropriate theme park reservation. Theme park reservations are limited and subject to availability, public health orders, and applicable blackout dates, and are not guaranteed for any specific dates or theme park. The Optional Benefit Program, and the Benefits offered in connection therewith, do not guarantee admission or entry into any theme park, experience, attraction or offering. Reservations may not be available on select holidays in certain theme parks. Reservations for select dates and theme parks may be made available on a rolling basis.
4. Enrollment in the Optional Benefit Program is voluntary. The Optional Benefit Program is offered for a set term of up to one calendar year in duration as indicated at the time of enrollment (“*Benefit Season*”). The initial Benefit Season will run from January 12 to December 31, 2025. Subsequent Benefit Seasons, if any, are likely to run from January 1<sup>st</sup> to December 31<sup>st</sup> of the appropriate year as determined by DVD in its

sole discretion and disclosed by DVD when offering enrollment in the Optional Benefit Program for the respective Benefit Season. In the event of enrollment after the start and anytime during the Benefit Season, the yearly enrollment fee will not be prorated and access to the Benefits offered in connection with the Optional Benefit Program will be available on a go-forward basis only from the date of purchase through the end of the appropriate Benefit Season. The yearly enrollment fee is not refundable after purchase.

5. The yearly enrollment fee and Benefits of the Optional Benefit Program are subject to change each Benefit Season in DVD's sole discretion. Benefits and prices are subject to change without notice.
6. Operating expenses of the Optional Benefit Program are funded through the yearly enrollment fee of Members who choose to participate in this program and are not charged to the common expenses of any DVC Resort or the Club. Only the record owners of an Ownership Interest currently eligible for Membership Extras, who are age 18 years or older and are U.S. residents, qualify for the Optional Benefit Program.
7. The Optional Benefit Program and all Benefits thereunder are subject to change and DVD reserves the right at its sole option and discretion, without prior notice or the consent of Members, to discontinue or terminate the Optional Benefit Program, or to substitute a replacement Benefit of a type, quality, value and term reasonably similar to any Benefit under this program that may become unavailable for any reason. In the event of termination, DVD will continue to fulfill any Benefits then existing at the time of such termination for Members enrolled in the Optional Benefit Program, through the end of the current Benefit Season, or will otherwise issue a prorated refund of the fee reflecting that period of time from the termination date through the end of the current Benefit Season.
8. All Benefits made available under the Optional Benefit Program may only be accessed by enrolled Members, are not redeemable for cash or other consideration, and may not be resold or transferred. While enrolled Members may share certain Benefits with guests, when applicable, the ability to book, reserve, or purchase any Benefit is limited to the enrolled Member and cannot be assigned to any other person.
9. If the Optional Benefit Program is changed or terminated, all valid and unexpired Benefits will be honored through their respective date in accordance with their terms.
10. DVD reserves the right to revoke a Member's enrollment in the Optional Benefit Program, or participation in any Benefit offered in connection therewith, for any reason in DVD's sole option and discretion, without prior notice.

#### General Terms

Accommodations and facilities made available through the Program, other than accommodations and facilities that are part of a DVC Resort, are not accommodations or facilities of a condominium or a vacation ownership plan offered by DVD as contemplated pursuant to Chapter 718, Florida Statutes or Chapter 721, Florida Statutes. Providers of accommodations and facilities made available through the Program, other than accommodations and facilities at a DVC Resort, are separate and distinct legal entities from each other and DVD and are not considered a developer, as contemplated pursuant to Chapter 721, Florida Statutes, for purposes of the Program.

Experiences at Disney theme parks and attractions offered by means of Admission Media or Special Programs do not constitute Benefits under the Program.

The Program and the use or operation of any Benefit shall be governed by and construed and interpreted in accordance with the laws of the State of Florida without regard to conflicts of law principles. Any legal proceeding of any nature brought by any person against another to enforce any right or obligation under the Program, or arising out of any matter pertaining to Program or any Benefit, shall be submitted for trial before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; or, if the Circuit Court does not have jurisdiction, then before the United States District Court for the Middle District of Florida (Orlando Division); or if neither of such courts shall have jurisdiction, then before any other court sitting in Orange County, Florida, having subject matter jurisdiction. All persons consent and submit to the jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court. **All persons waive any right they may have under any applicable law to a trial by jury with respect to any suit or legal action which may be commenced by or against any other person concerning any right or obligation under the Program, or arising out of any matter pertaining to Program or any Benefit.**

Where the context so indicates, a word in the singular form shall include the plural. The term "include" and similar terms (e.g., includes, including, included, comprises, comprising, such as, e.g., including but not limited to and for example), when used as part of a phrase including one or more specific items, are not words of limitation and are not to be construed as being limited to only the listed items. This *Statement* shall be construed without regard to any presumption or other rule requiring construction against DVD as a result of DVD causing this *Statement* to be drafted. Whenever the consent or approval of DVD or any of its affiliates is referred to in this *Statement* or the taking of any action under this *Statement* is subject to the consent or approval of DVD or any of its affiliates, it shall mean prior written approval to be given or withheld in the discretion of DVD or any of its affiliates, as applicable. Further, any references to the use, exercise or grant of the right of discretion of DVD or any of its affiliates as set forth in this *Statement* shall mean the sole, absolute and unfettered discretion of DVD or any of its affiliates, as applicable, to the exclusion of any other person or entity unless specifically provided otherwise. The use of headings, captions and numbers in this *Statement* is solely for the convenience of identifying and indexing the various provisions of this *Statement* and shall in no event be considered otherwise in construing or interpreting any provision of this *Statement*.

If access to the Program is prevented, hindered, or delayed due to events beyond DVD's reasonable control, for reasons including but not limited to: (i) an act of God or public enemy, war, act of terrorism, earthquake, storm, flood, epidemic or pandemic; or (ii) action by any governmental authority which prevents or delays access to the Program; or (iii) a strike, lockout or other labor unrest resulting from any cause, DVD may temporarily or indefinitely limit, or suspend, the ability to reserve, book or utilize the Program, at its sole discretion.

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RECEIPT FOR MEMBERSHIP EXTRAS ACKNOWLEDGMENT AND DISCLOSURE STATEMENT Incidental benefits may not be hypothecated, bought, sold, exchanged, rented or otherwise transferred, or used for commercial purposes. They are solely for your benefit and not for the benefit of assigns or successors-in-interest. If you sell your Ownership Interest, these incidental benefits will not transfer to your buyer. Do not purchase your Ownership Interest in reliance on your ability to transfer incidental benefits.

**In the event any incidental benefit described in this Statement becomes unavailable as a result of events beyond the control of the developer, the developer reserves the right to substitute a replacement incidental benefit of a type, quality, value, and term reasonably similar to the unavailable incidental benefit.**

**The incidental benefits described in this Statement are offered to prospective purchasers of the vacation ownership plan. These benefits are available for your use for a period of three (3) years or less after the first date that the vacation ownership plan is available for your use. The availability of the incidental benefits may or may not be renewed or extended. You should not purchase an interest in the vacation ownership plan in reliance upon the continued availability or renewal or extension of these benefits.**

Date for Receipt of Membership Extras Acknowledgment and Disclosure Statement: \_\_\_\_\_

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