

## Loyalty Program Terms & Conditions

Updated January 2025

Effective in January 2025, the loyalty program for El Cid Resorts is Unlimited Rewards by El Cid™ (hereinafter, the **“Loyalty Program”**). The Loyalty Program operates under the terms and conditions as set out below unless otherwise expressly stated (the **“Program Rules”**). The Program Rules govern the Company’s relationship with members of the Loyalty Program (collectively, **“Loyalty Program Members,”** and individually, a **“Loyalty Program Member,” “Member,”** or **“you”**), including how Members manage their accounts, achieve higher status, earn and redeem Loyalty Program points (**“Points”**) with participating hotels and properties (each a **“Participating Property”**), as well as with third party programs which have a business relationship with the Loyalty Program (**“Partner Programs”**).

The term **“Vacation Club Member(s)”** includes owners of timeshare interest(s) developed, operated or offered under the El Cid Vacations Club brand (**“ECVC”**) eligible to participate in the Loyalty Program through ownership of their timeshare interests. Vacation Club Members are subject to the Program Rules, and to any additional rules and regulations applicable to their timeshare interest(s) promulgated by El Cid Vacations Club S.A. de C.V. or their respective affiliates or subsidiaries (each a **“Vacation Club Entity”**), as such rules and regulations may be modified from time to time (collectively, **“Vacation Club Rules”**). Vacation Club Members may be subject to different Vacation Club Rules depending on the timeshare interest(s) owned by such Vacation Club Members.

By opening a Loyalty Program membership account (**“Account”** or **“Membership Account”**), or by using the Membership Account number you were assigned (**“Membership Number”**) to receive and redeem benefits of the Loyalty Program, including, without limitation, Loyalty Program Points, you agree that:

- you have read and accept these Program Rules; and you have read and accept the [Website Terms of Use](#) which are incorporated by reference herein; and
- you consent to the collection, use, and disclosure of your personal data by the Company, the Loyalty Program, Participating Properties and Partner Programs, and their authorized third-party agents and licensees in accordance with the [Company’s Privacy Statement](#).

All Loyalty Program benefits, amenities, offers, awards and services are subject to availability and may be changed by the Company at any time without notice. The Company may terminate the Loyalty Program, in whole or in part, with six (6) months' advance notice to all active Loyalty Members. At the Company’s sole discretion, the Company may choose to substitute a similar loyalty program for the Loyalty Program at any time immediately upon notice to active Loyalty Members. If the Loyalty Program is terminated, all unredeemed Points will be forfeited without any obligation or liability, and no Award claims will be honored after the conclusion of the notice period.

Company may at any time amend, modify or supplement these Program Rules, the structure for earning and redeeming Awards (as defined below), with or without notice, even though such

changes may affect the value of Points or the ability to obtain certain Awards (collectively “**Program Rule Changes**”). “**Awards**” means any and all awards earned by Members in connection with the Loyalty Program, including without limitation Award Redemptions (as defined in Section 3.1). Loyalty Members are responsible for remaining knowledgeable of the Program Rules and any Program Rule Changes. Your continued participation in the Loyalty Program will constitute your acceptance of any such Program Rule Changes.

## **1. JOIN THE LOYALTY PROGRAM**

### **1.1 Eligibility**

Membership in the Loyalty Program is available upon Company’s invitation to join to any individual who: (a) is a “Vacation Club Member” who receive the Loyalty Program as part of their owner benefits; (b) possesses the legal authority to agree to the Program Rules; (c) provides valid and accurate personal information when enrolling in the Loyalty Program; (d) is not already a member of the Loyalty Program (i.e., does not already have a Membership Account); and (e) has not previously been terminated from the Loyalty Program.

1.1.a. A Vacation Club Member will retain his or her Unlimited Rewards status, provided that such Vacation Club Member: (i) maintains his/her membership level through ownership of ECVC; (ii) is current in all maintenance fees, membership dues, fees, taxes, and other payments; (iii) is current in any other payments owed to any El Cid Resorts Entity, including payments related to the financing of an ECVC or El Cid timeshare interest; and his/her ECVC membership or other El Cid membership interest is active and in good standing.

1.1.b. Members are responsible for reading and understanding the Loyalty Program Rules, Account statements, and other communications from the Company about the Loyalty Program in order to understand his/her rights, responsibilities, and status in the Loyalty Program. If a Member has any questions about the Loyalty Program or these Program Rules, the Member should contact [Member Support](#).

1.1.c. Members are responsible for reading the Company’s [Privacy Statement](#) in order to understand how the Company collects, uses, and discloses a Member’s data. If a Member has any questions about the Company’s Privacy Statement or its collection, use, or disclosure of a Member’s data, the Member should contact [Member Support](#).

### **1.2 Participating Properties**

1.2.a. “**Participating Properties**” are hotels, resorts, and other properties that are operated and owned and managed by El Cid Resorts (“**Participating Brands**”). The Participating Properties include:

- a) El Cid Castilla Beach Hotel
- b) El Cid El Moro Beach Hotel
- c) El Cid Marina Beach Hotel
- d) El Cid Granada Hotel
- e) Hotel Marina El Cid Spa & Beach Resort
- f) Ventus at Marina El Cid Spa & Beach Resort
- g) Ventus HA' at Marina El Cid Spa & Beach Resort
- h) El Cid La Ceiba Beach Hotel
- i) El Cid Golf and Country Club
- j) Pronatours
- k) El Cid Marinas

Properties participate in the Loyalty Program as follows:

- (1) Earn Points as described in Section 2
- (2) Redeem Points as described in Section 3
- (3) Members receive benefits as defined in Section 1.4

1.2.b. “**El Cid Channels**” are collectively the El Cid Websites, Participating Properties, and the Customer Service Centers (which include Member Support).

1.2.c. “**El Cid Website**” is a website operated by or on behalf of the Company or a Loyalty Program Participating Property.

### **1.3 Membership Status (levels)**

There are four Loyalty membership status: (a) *Select Membership*. A Select membership is the base membership level in the Loyalty Program; (b) upon reaching certain milestones, a Member will become a Premium, Signature or Ultimate Member (collectively, “Membership Status,” or “Status”). The structure for earning and redeeming points and awards varies depending on the member’s Status.

### **1.4 Benefits of Membership**

1.4.a. *Member Support*. Loyalty Program Members will have access to Member service telephone numbers for reservations, customer service and award redemption requests at [Member Support](#).

1.4.b. *Member Rates*. Loyalty Program Members will receive an exclusive, preferred rate (“**Member Rate**”) compare to those published at [www.elcid.com](http://www.elcid.com). Member Rates are available at Participating Properties. Advance reservations are required.

i. Member Rate must be requested by the Member, by telephone or email to [Member Support](#), who shall be staying at the Participating Property for the duration of the reservation.

ii. Member Rates do not apply to groups of five (5) or more guest rooms.

iii. Member Rate may not be combined with other select promotions, offers or discounts, and is not valid for existing reservations or groups.

1.4.c. *Late Checkout*. Based on availability. Please call the front desk the morning of checkout and let them know your planned departure time. Late Checkout benefit is only available for Premium, Signature and Ultimate Status.

1.4.d. *Elite/Platinum Lounge*. The Member plus one guest staying in the same room receives access to Elite or Platinum Lounges during normal hours of operations. Additional charges may apply for Lounge Access where the guest count is greater than the Member plus one (1) allowance (including children). Lounge amenities may include light snacks, beverages, computer access, among others. This benefit only applies to Signature and Ultimate Status.

## **1.5 Conditions of Enrollment**

1.5.a. *Completing the Enrollment Application*. An individual may apply to enroll in the Loyalty Program by fully and accurately **completing an application** at the El Cid Vacations Club Sales Center, at a Participating Property in Puerto Morelos and Mazatlan. The Company may deny membership in the Loyalty Program to any applicant in its sole discretion and without written notice.

1.5.b. *Individual Membership*. Only individuals are eligible for Loyalty Program membership, and each individual may maintain only one Membership Account. All Loyalty Member Accounts are individual Accounts and no joint or shared Accounts are permitted even if you reside within the same household. Loyalty Program benefits are non-transferable unless expressly stated otherwise.

1.5.c. *Assignment of Membership Account and Membership Number*. After applying to the Loyalty Program, a Membership Account will be opened and a Membership Number will be assigned to each applicant. Upon receiving this Membership Number, an individual becomes a Member eligible to earn Points at Participating Properties.

1.5.d. *Duplicate Accounts*. An individual may join the Loyalty Program. However, a Member may not have one or more duplicate Accounts under the Loyalty Program at any time.

i. If more than one Loyalty Program Membership Number is assigned to an individual for the Loyalty Program, he/she will only receive Points for one Membership Account. Duplicate Membership Accounts may be cancelled.

ii. A Member with individual Membership Accounts in the Loyalty Program will not be able to link these Accounts, transfer points across Accounts, or have Status matched. The Member must

combine them into a single Membership Account with one number, one Status, and one Points balance. Combining Accounts can be requested through [Member Support](#).

iii. When Members request to combine their Loyalty Program Membership Accounts, the Account details will immediately begin to be combined and some will be available instantly or within a few days.

1.5.e. *Personal Profile*. Information provided by a Member will be maintained in a personal preference profile with the Membership Account. All information provided by a Member in his/her personal profile must be valid and accurate and must be kept current.

i. A Member may change his/her address by contacting [Member Support](#). In certain instances, address changes may require supporting legal documentation.

ii. Name changes to a Membership Account must include supporting legal documentation, signature, date and Membership Number. More information contact [Member Support](#).

1.5.f. *Use of Information Collected in Application*. The information a Member provides to the Company when completing the Loyalty Program application and redeeming Points is processed in accordance with the Company's Privacy Statement. Communication of relevant information is important to administering the Loyalty Program and providing each Member with the opportunity to maximize the benefits of Membership. The Loyalty Program will only disclose Member information to: the Company, person(s) authorized by the Member; and marketing companies that provide services to the Company. Member information will, in each case, only be disclosed for one or more of the following purposes: 1) in order to better service the Membership Account and the Member's preferences by keeping the Member informed of Account status and activities through printed or electronic statements; 2) to assess a Member's entitlement to benefits; 3) to collect and process Member charges incurred at the Company's facilities; 4) to offer a Member additional products and services; 5) to send periodic satisfaction or market research surveys; and/or 6) to offer a Member products or services from select reputable companies with whom the Loyalty Program has a strategic relationship because the Loyalty Program believes their offerings will be of interest to the Member. In choosing to become a Loyalty Program Member, the Member consents to receive all the types of information described above.

## **1.6 Membership Communications**

1.6.a. Loyalty Members will receive Loyalty Program communications.

1.6.b. All Loyalty Program communications will be sent to a Member's email address currently provided in the Member's Account. Communications delivered to the address on file will be deemed to have been received one (1) business day after sending it. Members must keep their email current.

Neither the Company nor the Loyalty Program shall have any responsibility for misdirected or lost email or any consequences thereof.

1.6.c. Members can run their Points balance report through the [website](#) at any time.

1.6.d. The Company may also send Members promotions, offers and other communications from time to time, which may include, without limitation, items from third parties. The items from third parties are based on the information provided to the Company by a Member and any additional data the Company may maintain. Members may change personal details and communications preferences at any time in the [Account Profile](#) on the Loyalty Program website or by contacting [Member Support](#); however, the Company may require a Member to send supporting documentation prior to allowing certain changes (e.g., legal name changes).

1.6.e. Any time a Member contacts [Member Support](#), the Company may ask the Member certain security questions to verify the Member's identity. Member Support may monitor or record telephone calls to improve quality of service.

1.6.f. A Member can review his/her Points balance and transaction history and update personal details and preferences in the [Account Profile](#) on the Loyalty Program website. A Membership Number or his/her user name and password are required to access the website.

## **1.7 Earning Points.**

Members may earn Points (the currency of the Loyalty Program) for eligible charges at a Participating Property in accordance with Section 2.

1.7.a. *Points Subject to Program Rules.* As set forth in Section 1.1.b., the accumulation of Points is subject to the Program Rules. Each Loyalty Program Member is responsible for reading the Program Rules, newsletters, and Account statements in order to understand their rights, responsibilities, and status in the Loyalty Program, as well as the structure for earning Awards.

1.7.b. *Taxes.* Points and Awards earned through participating in the Loyalty Program may be subject to tax liability. Any tax liability, including disclosure, connected with the receipt or use of Points or Awards is the sole responsibility of the Member.

1.7.c. *Conditions for Transferring Points.* There are limited exceptions to the restriction on the transfer of a Member's Points to the accounts of friends or family, provided both Accounts are in good standing. See Sections 2.5 for more information.

i. *Transferring Points to Accounts of Family or Friends.* There is a limited exception to the restriction on the transfer of a Member's Points to the accounts of friends or family, provided both Accounts are in good standing. See Section 2.5 for more information.

ii. *Death*. In the event of a Member's death, the Company may, in its sole discretion, allow unredeemed Points from the deceased Member's Account to be transferred to a family member or a friend who is an active Member upon the Company's receipt and review of all requested documentation and communications. Awards, Membership Status, and the related benefits, will not transfer to the recipient of the Points.

iii. *Divorce*. In the event of a Member's adjudicated divorce proceedings the Company allows unredeemed Points to be transferred from one Member's Account to another Member's account as ordered by a court. To request such a transfer, at least one party to the divorce proceedings must provide to the Company (1) both party's Member numbers, (2) bona fide copies of a valid divorce order, divorce agreement, other similar court-approved legal document ("Divorce Order") which expressly states that one Member has been ordered to transfer Points to the other Member, and (3) valid contact information, including an email address and phone number, for each Member. Company reserves the right to request further information or documentation from either or both Members. Upon Company's receipt and review of the Divorce Order and other requested information, Company may elect to transfer Points as ordered by a court in the Divorce Order. Company may refuse to make the transfer should, in the Company's discretion, there appears to be an indication of fraud or other misrepresentation. Unless the Divorce Order states otherwise, Company will use the date of the Divorce Order to calculate the number of Points to be transferred. Awards, Membership Status, and the related benefits, are not transferrable and will not be transferred irrespective of any language in the Divorce Order to the contrary.

iv. Accumulated Points, Awards, Membership Status or any other benefit in a Vacation Club Member's Loyalty Program Membership Account do not transfer upon sale of the Vacation Club Member's timeshare interest to a third party.

v. Members are prohibited from bartering or selling Points for cash or other consideration pursuant to Section 1.8.h.

vi. Any Points which the Loyalty Program deems in its sole discretion to have been transferred in violation of the Loyalty Program Terms and Conditions may be confiscated.

1.7.d. *Points Expiration Policy*. Members must remain active in the Loyalty Program to retain Points they accumulate. If a Member Account is inactive for forty-eight (48) consecutive months, that Member Account will forfeit all accumulated Points. Members can remain active in the Loyalty Program and retain accumulated Points by earning Points or redeeming Points in the Loyalty Program at least once every forty-eight (48) months, all subject to the exceptions described below. If a Member does not maintain an active status for four (4) consecutive years, the Member's Account may be deactivated. Once Points are forfeited, the Points cannot be reinstated, but a Member can earn new Points, unless that Member's Account has been deactivated.

i. Accumulated Points will expire thirty-six (36) months from the date on which the points were earned.

ii. Not all Points activities help maintain active status in the Loyalty Program. Examples of activities that do not count toward maintaining an active status in the Loyalty Program include, but are not limited to:

A. Gifting or transferring Points;

B. Receiving Points as a gift or transfer

iii. Members can also remain active by converting ECVC Points to Loyalty Points or converting Loyalty Points to Saving Credits in the Infinite Privileges Program.

## **1.8 Other Conditions of Enrollment.**

### **1.8.a. *Cancelling or Suspending Membership Accounts***

i. *Cancelling by Member.* A Member may cancel his/her membership in the Loyalty Program at any time by sending written notice of cancellation to [Member Support](#). All unredeemed Points and Awards as well as achieved member status will be forfeited immediately and may not be reinstated or transferred.

ii. *Cancelling or Suspending by the Company.* The Company may cancel a Member's accumulated Points, suspend Loyalty Program benefits, or cancel a Member's Account at any time with immediate effect and without written notice, for any reason and in the Company's sole discretion including, without limitation, if the Company believes the Member has:

A. Acted in a manner inconsistent with applicable laws, regulations, ordinances;

B. Failed to pay any hotel or other bill when due to the Company or a Participating Property or failed to fulfill a El Cid Vacations Club or The Leisure Club by El Cid financial obligation;

C. Acted in an inappropriate, fraudulent, abusive or hostile manner;

D. Breached or violated any of these Program Rules or the [Website Terms of Use](#);

E. Fraudulently claimed eligibility to earn benefits; or

F. Engaged in any misconduct or wrongdoing in connection with the Loyalty Program including, without limitation, with respect to Points, Award usage, or any other Loyalty Program Member benefits.

iii. *Bankruptcy.* Subject to applicable law, a Member's membership in the Loyalty Program will terminate automatically upon the Member filing for bankruptcy or otherwise being subject to a bankruptcy proceeding.

iv. *Legal Action.* Nothing contained in these Program Rules will limit the Company in the exercise of any legal or equitable rights or remedies.

#### **1.8.b. *Effect of Membership Cancellation***

i. The Loyalty Program, Points, Awards, and other related benefits and services are the sole property of the Company, and are not the property of Members. On cancellation of membership in the Loyalty Program for any reason, all unredeemed Points, Awards and other related benefits and services will be forfeited and a Member will no longer be able to participate in the Loyalty Program. Points, Awards and other related benefits and services have no cash value and the Company will not compensate or pay cash for any forfeited or unused Points.

ii. If the Company cancels a Member's Account for any reason, the Member may not reapply for membership in the Loyalty Program except in very limited circumstances at Company's sole discretion, and any unauthorized Account opened in the Member's name following cancellation, as well as Points, Awards and other related benefits and services earned in that Account will be forfeited upon discovery.

iii. If a Member cancels his/her Account, or if a Member Account becomes inactive as described in Section 1.7.d., the Member may reapply for membership in the Loyalty Program at a later date, but no Points, Awards and other related benefits and services previously forfeited or expired will be reinstated to the Member Account and any Membership Status will not be reinstated.

iv. Any Membership Status terminates upon cancellation of a Member Account.

**1.8.c. *Modification of Program.*** The Company has the right to change, limit, modify or cancel the Loyalty Program Rules and Awards, with or without notice, even though such changes may affect the value of Points, or the ability to obtain certain Awards. Partner Programs similarly reserve the right to modify their own programs, which may impact your rights and expected benefits under the Loyalty Program. The Company and Partner Programs may, among other things: (i) increase or decrease the number of Points received for a stay or required for an Award or discounts; (ii) withdraw, limit, modify or cancel any Award or discounts; (iii) add blackout dates, limit rooms available for any Award at any Participating Property or otherwise restrict the continued availability of Awards; (iv) change program benefits, partners, locations served by the Company or its partners, conditions of participation, rules for earning, redeeming, retaining or forfeiting Points, or rules governing the use of Awards; (v) change or cancel its partner awards. In accumulating Points, Members may not rely upon the continued availability of any Award.

**1.8.d. *Termination of Program.*** The Company may terminate the Loyalty Program with six (6) months' advance notice to all active Loyalty Members. At the Company's sole discretion, the Company may choose to substitute a similar loyalty program for the Loyalty Program at any time immediately upon notice to active Loyalty Members. A Member may not accumulate Points or claim

Awards, Loyalty Program benefits or amenities after the termination of the Loyalty Program. If the Loyalty Program is terminated, all unredeemed Points will be forfeited without any obligation or liability, and no Award claims will be honored after the conclusion of the notice period. The Company may terminate any of the Loyalty Program in whole or in part, in any jurisdiction on less than six months' notice if required to do so by applicable law.

1.8.e. **Benefits Subject to Availability and Modification.** All Loyalty Program benefits, amenities, offers, discounts, Awards and services are subject to availability and may be changed at any time without notice.

1.8.f. **Eligibility to Receive Benefits.** By accepting any Loyalty Program benefits, amenities, offers, discounts, awards or services, including, without limitation, any Points or Awards, a Member acknowledges that he/she is responsible for determining whether he/she is eligible to receive, and that he/she is eligible to receive, such Loyalty Program benefits, amenities, offers, awards, discounts or services under applicable laws, gift policies and incentive policies. Each Member must immediately notify the Company if he/she is not eligible to receive any Loyalty Program benefits, amenities, offers, discounts, awards or services at any time.

1.8.g. **Eligibility Notification.** A Member must promptly notify the Company in the event that (i) he/she is not eligible for any reason, including, without limitation, pursuant to any applicable laws, gift policies or incentive policies, to earn Points, Discounts, Awards, Membership Status, or any other benefits that a Member may earn under the Loyalty Program, or (ii) his/her Member Account has been credited with any Points, Membership Status, or any other benefit that a Member may earn under the Loyalty Program that he/she has not earned or is not eligible to earn.

1.8.h. **No Sale or Transfer.** Except as expressly permitted in the Program Rules, Points, Discounts, Awards, and other Member benefits may not be sold, bartered or transferred (other than by the Company or its agents). Any attempted transfer, sale or barter will be void and will be confiscated. The Company and its partners may refuse to honor or recognize any Points, Awards, or Member benefits which the Company believes may have been transferred, sold or bartered.

## **2. EARN POINTS**

### **2.1 Earning Opportunities at Participating Properties**

2.1.a. A Member will earn:

i. Base Points. Select members will earn one (1) point, Premium members three (3) points, Signature members five (5) points, and Ultimate members seven (7) points for each U.S. dollar, or the currency equivalent, that is incurred and paid for by the Member on Qualifying Charges in accordance with Section 2.1.b.

ii. Bonus Points from specific purchases, as new purchases and upgrades to Member's ECVC timeshare membership, and promotions sent by the Company.

iii. Bonus Points from converting ECVC Points to Loyalty Points in accordance with Section 2.6.

2.1.b. *Qualifying Charges*. "**Qualifying Charges**" are:

Charges incurred during a stay in a guest room at a Participating Property by a Member on their folio and up to two (2) additional guest rooms with same check-in and check-out dates, including, without limitation, charges for:

- Qualifying Rates for Stays;
- Food and beverages;
- Spa, Golf, Retail Store (boutique), tours, activities, Laundry and other resort-run activities or services if managed by the Participating Property;
- Taxes, service charges and gratuities that are part of the qualifying room package rate; and
- In certain limited cases, taxes, service charges, gratuities, and/or fees related to other incidentals charged to the room bill may be eligible for earning Points; so long as the Member provides their Membership Number and an official identification at the time of reservation or at check-in, stays in one of the reserved guest rooms, and pays for the charges.

2.1.c. *Non-Qualifying Charges*. Charges which do not qualify for Points include any complimentary services, Award Redemptions, or any other fees or charges including, without limitation: (A) charges for banquets, meetings or other functions; (B) other fees paid including, without limitation, parking, business center, and other third-party services; (C) room rate related taxes, service charges, gratuities, fees (e.g. late cancellation fee or no-show fees for not checking in for guaranteed reservations even if the reservations were paid in full), mandatory or automatic charges (e.g., resort charges) and other applicable charges, including certain room and other taxes and fees that are not part of a qualifying all-inclusive room package rate; in certain limited cases, taxes, service charges, gratuities, and/or fees related to other incidentals charged to the room bill, as well as taxes, service charges and gratuities that are part of a qualifying all-inclusive room package rate, may be eligible for Points; (D) Fees, maintenance dues, or any other charges related to El Cid Vacations Club membership, The Leisure Club by El Cid or any other El Cid membership.

2.1.d. *Qualifying Rates*. A "**Qualifying Rate**" is the rate a Member pays for a Stay in a guest room at a Participating Property which qualifies to earn Points. Qualifying Rates are those found on [www.elcid.com](http://www.elcid.com) without an application of a discount code and retail rates.

2.1.e. *Non-Qualifying Rates*. A "**Non-Qualifying Rate**" is a rate a Member pays for a Stay in a guest room at a Participating Property which does not qualify to earn Points, as well as membership tier benefits. Non-Qualifying Rates are those booked using the following methods:

i. The guest room was booked through a tour operator, online travel channel or other third-party channel including, without limitation, expedia.com, hotwire.com, priceline.com, orbitz.com, booking.com, travelocity.com; or

ii. The guest room was booked at a group rate as part of an event, meeting, conference or organized tour, and the Member does not directly pay the Participating Property for such room; or

iii. The guest room was booked at a tour operator, wholesaler, or crew room rate or package including, without limitation, organized tours or package bookings; or

iv. The guest room was complimentary; or

v. A voucher or third-party award was redeemed for the guest room.

2.1.f. Points will not be given, or Awards honored, at any subsidiary or affiliate of the Company other than at Participating Properties, unless otherwise advertised. If a hotel or other property ceases to be a Participating Property, all stays subsequent to such date will not be eligible to earn Points regardless of when the reservation was made.

## **2.2 Individual Earning for Qualifying Charges.**

2.2.a. No other person except the Member may earn Points on Qualifying Charges for their Membership Account. Points for a room shared by two Loyalty Program Members will only be awarded to one Loyalty Program Member.

2.2.b. Point accrual is limited to individual travel and the room must be paid for individually by the Member or direct billed to the company who has arranged payment for the Member's stay that is not associated with a convention or group meeting.

2.2.c. If the Member attends a convention or group meeting and individually pays the hotel or other property directly for the room, they will be eligible to receive Points for the Stay. However, contract rooms, rooms reserved by corporations on an ongoing basis, and master-billed rooms are not eligible to earn Points.

## **2.3 Credit for Stays Completed Prior to Enrollment.**

Points may be earned for stays completed within thirty (30) days prior to the Member's enrollment in the Loyalty Program, if such credit is requested through [Member Support](#), along with a copy of the paid receipt for the stay, within sixty (60) days of the stay. Additional documentation may be necessary.

## **2.4 Foreign Exchange.**

The amount of Points earned at Participating Properties where a non-U.S. dollar currency is used will be calculated based on Qualifying Charges converted to U.S. dollar at the exchange rate selected by the Company. This may be the foreign exchange rate used by a Participating Property at check-in, at check-out or another rate selected by the Company and may not be the same rate used for currency conversions on the Member's folio.

## **2.5 Transferring Points from One Account to Another.**

2.5.a. In accordance with the conditions for transferring Points as described in Section 1.7.c., and subject to the conditions outlined below, Vacation Club Members may transfer Loyalty Points to another Vacation Club Member's Loyalty Membership Account so long as the two Vacation Club Members are listed as owners on the same ECVC membership of such owners' timeshare interest, regardless of whether they reside at the same address and as long as the ECVC membership is in good standing.

2.5.b. Members can complete a maximum of two (2) Points Transfer Transactions per calendar month, and up to a maximum of six (6) Points Transfer Transactions per calendar year. A Points Transfer Transaction is defined as a Member giving transferred Points to or receiving transferred Points from another Member. Members who reach the maximum Points Transfer Transaction or Points Transfer limit in a calendar year will not be able to complete a Points Transfer Transaction until the next calendar year. Members who reach the monthly Points Transfer Transaction limit for the month will be able to complete a Points Transfer Transaction in the next month unless they have reached the Points Transfer Transaction or Points transfer limit for the calendar year.

2.5.c. Authorization to transfer Points must be initiated by the Account holder with the Points to be transferred using the [Points Transfer Tool](#) at the [Loyalty Program website](#). A minimum of 1,000 Points is required for the transfer. The Account holder requesting the transfer must provide the Loyalty Membership Number, the ECVC Membership Number and the full name of the Points recipient at the time of the Point transfer request. Both Membership Numbers and the name provided must match the Membership Numbers and name listed on the Account of the Points recipient in order to successfully complete the transfer.

2.5.d. Once the authorization for transfer is received and processed, the transferor relinquishes all rights to the transferred Points, and they become the recipient's Points. The Loyalty Program reserves the right, in its sole discretion, to prevent or cancel transactions where (i) the Loyalty Program has reason to believe that the identity of the Member transferring points does not match the identity of the person authorizing the Points transfer, or (ii) where the Loyalty Program suspects there has been any fraudulent activity connected with the Points transfer in relation to the Member's Account.

## **2.6 Transferring ECVC Points to Loyalty Program.**

2.6.a. Vacation Club Members may transfer a limited amount of their current's year Annual Allotment of ECVC Points to their Loyalty account at a designated conversion ratio.

2.6.b. Members requesting to transfer ECVC Points to their Loyalty Members Account, must be a member of the Loyalty Program and El Cid Vacations Club in order to successfully complete the conversion. The Points being transferred from a ECVC Member's membership must be transferred to that Member's account held in the same name for the Loyalty Program. The Company reserves the right, in its sole discretion, to prevent or cancel transactions where (i) The Company has reason to believe that the identity of the Member converting the ECVC Points does not match the identity of the person receiving the Loyalty Points which require an exact name match or (ii) where the Company suspects there has been any fraudulent activity connected with the ECVC Points to Loyalty Points conversion in relation to the Member's Account.

2.6.c. Once ECVC Points have been converted to Loyalty Points, Loyalty Points will automatically be transferred to the Member's account. In most cases, Loyalty Points will be posted to your account within one (1) week.

2.6.d. Once ECVC Points are converted to Loyalty Points, changes, reissuance and/or re-credit of Points are not allowed.

2.6.e. The maximum number of ECVC points that could be transferred to Loyalty Points are:

ECVC MEMBERSHIP LEVEL	LOYALTY STATUS		
	PREMIUM	SIGNATURE	ULTIMATE
Silver	30,000	n/a	n/a
Gold	50,000	n/a	n/a
Platinum	(a)	70,000	n/a
Platinum Plus	(a)	90,000	n/a
Millionaire	(a)	90,000	180,000
(a) Depending on the number of new ECVC points acquired when the member received their enrollment in the Loyalty Program as a benefit, the number of ECVC points eligible to be converted may be up to 50,000 ECVC points.			

**3. REDEEM POINTS**

**3.1 Award Redemption in General.**

A Member who is staying in a guest room at a Participating Property may redeem full or partial Points as a partial payment to buy down the purchase price of to obtain various specific authorized products offered by the Company, (each an "Award Redemption") including, without limitation,

restaurants, Spa services, activities, boutiques, all inclusive, and other services and merchandise. A listing of current Award Redemption locations is available on the [Loyalty Program website](#) under “**Use Unlimited Rewards**” tab.

3.1.a. Points and Award Redemptions may not be exchanged or redeemed by a Member for cash, prizes or credit.

3.1.b. Points and Award Redemptions that can be applied per transaction will vary based on the type of product or service being purchased and cannot be used to pay for purchase in full.

3.1.c. Member may redeem as many Points and Award Redemptions as Member has available in Member’s account, up to the amount specified for any particular authorized product or service.

3.1.d. Points and Award Redemptions may not be combined with any other discount or promotion, except for the ECVCSHares Program discounts.

3.1.e. Unless otherwise noted, Award Redemptions are valid only for use by the Member from whose Account the Award Redemption was processed and are not transferable.

3.1.f. Award Redemptions believed to have been bartered, sold, exchanged, or issued fraudulently, or issued to someone other than the eligible Member, will be void and will not be honored.

## **3.2 Infinite Privileges Program**

3.2.a. Members may redeem Points with Infinite Privileges at a designated Points to Savings Credits conversion ratio.

3.2.b. Members requesting to convert Points to Infinite Privileges Saving Credits, must be a member of Unlimited Rewards, El Cid Vacations Club and Infinite Privileges in order to successfully complete the conversion. The Points being transferred from a Member’s Account must be transferred to that Member’s account held in the same name for the Infinite Privileges program. The Company reserves the right, in its sole discretion, to prevent or cancel transactions where (i) The Company has reason to believe that the identity of the Member converting the Points does not match the identity of the person receiving the Saving Credits which require an exact name match or (ii) where the Company suspects there has been any fraudulent activity connected with the Points to Saving Credits conversion in relation to the Member’s Account.

3.2.c. Once Points have been converted for Saving Credits with Infinite Privileges Program, Saving Credits will automatically be transferred to the Member’s Infinite Privileges Program account. In most cases, Saving Credits will be posted to your account within one (1) week.

3.2.d. Once Points are converted to Saving Credits with Infinite Privileges Program, changes, reissuance and/or re-credit of Points are not allowed.

3.2.e. The terms and conditions of the Infinite Privileges program control the redemption and usage of the Saving Credits.

### **3.3 Donate Points.**

A Member may redeem his/her Points toward charitable donations to El Cid Foundation through the [Loyalty Program website](#). Once Points are donated, the exchange cannot be reversed or undone. Points redeemed in connection with charitable donations are subject to the Program Rules along with any applicable terms and conditions of the partner processing the donations.

## **4. ADDITIONAL TERMS OF PARTICIPATION IN THE LOYALTY PROGRAM**

### **4.1 Monitoring Membership Accounts**

The Company reserves the right to monitor the Accounts of all Members, at any time and without notice, for compliance with Program Rules. The Company may review all Members' Points balances and transaction history including, without limitation, requests for Loyalty Program Awards, and other benefits.

### **4.2 Adjustments**

*Missing Credit.* A Member may request credits for Points, that are not reflected in a Member's Account by contacting [Member Support](#) for points at Participating Properties. All requests must be received within ninety (90) days of the applicable Qualifying Charge transaction to receive any credit. Company will require a Member to send supporting documentation.

### **4.3 New Members**

A new Member is eligible to receive Points for Qualifying Charges at Participating Properties that are incurred and paid for by the Member during the thirty (30) days prior to his/her enrollment in the Loyalty Program (the "**Pre-Enrollment Period**"), if the Member requests the credit within sixty (60) days of the applicable Qualifying Charge transaction. A new Member will not receive any Points that occurred prior to the Pre-Enrollment Period.

### **4.4 Correction of Benefits**

At any time and in the Company's sole discretion (including, without limitation, where a Member was not eligible to earn a specific benefit pursuant to these Program Rules), the Company may correct (i) the amount of Points credited to a Member's Account, and (ii) any other benefit that has been credited to a Member's Account, including, without limitation, any Membership Status. The Company also reserves the right, in its sole discretion, to prevent, cancel, or reconcile any transaction

where the Loyalty Program suspects there has been fraudulent activity connected with the transaction.

#### **4.5 Exit of Participating Property**

If a Participating Property exits the Loyalty Program for any reason, a Member will not earn Points, for stays at such Participating Property, and any Awards, other promotions and special offers will no longer be valid after the date on which the Participating Property exited the Loyalty Program, even if the reservation for a stay at the former Participating Property was made prior to that date.

#### **4.6 Taxes**

Points, Awards, and other Member benefits may be subject to income or other taxes. The Member is responsible for paying all such taxes and for making all applicable disclosures to third parties including, without limitation, the party who paid for the transaction from which the Member earned Points. The Company will not be liable for any tax liability, duty or other charges in connection with the issuance of Points, Awards, and other Member benefits.

#### **4.7 No Warranties or Representations, Express or Implied**

The Company makes no warranties or representations, either expressed or implied, with respect to type, quality or fitness of goods or services provided through the Loyalty Program or by Participating Properties.

#### **4.8 Operation of the Loyalty Program**

The Company administers and promotes the Loyalty Program including, without limitation, by creating and launching marketing campaigns, developing and maintaining the Loyalty Program website and managing partner relationships.

#### **4.9 Not Responsible for Acts, Errors, or Omissions**

The Company is not responsible for: (a) any loss or misdirection of, or delay in receiving, any Member application, correspondence, redemption requests, Awards or Member benefits; (b) theft or unauthorized redemption of Points or Awards or use of an Award; (c) any acts or omissions of third parties (including, without limitation, Participating Properties); or (d) any errors published in relation to the Loyalty Program, including, without limitation, any pricing or typographical errors, errors of description, errors regarding Participating Properties, and Loyalty Program affiliates, and errors in the crediting or debiting of Points from Member Accounts. The Company reserves the right to correct, without notice, any errors.

#### **4.10 Interpretation of Loyalty Program Rules**

All interpretations of these Loyalty Program Rules regarding membership are at the Company's sole discretion, and the Company's decisions will be final. In the event of any discrepancy between the English version and any translated version of these Program Rules, the English language version will govern.

#### **4.11 Trademarks**

The Company and Participating Properties are the sole and exclusive owners or licensees of the trademarks, service marks, trade names, logos, and copyrighted or copyrightable materials of Grupe S.A.B. de C.V., its subsidiaries, and the Participating Properties. Members shall never, directly or indirectly, use, interfere with, challenge, file applications for, or claim ownership of these trademarks anywhere in the world.

#### **4.12 Waiver**

The Company's waiver of any breach of these Loyalty Program Rules by any Member will not constitute a waiver of any other prior or subsequent breach of these Program Rules. The Company's failure to insist upon strict compliance with these Loyalty Program Rules by any Member will not be deemed a waiver of any rights or remedies the Company may have against that or any other Member. The Company may waive compliance with these Program Rules in its sole discretion and may run promotions from time to time that provide enhanced benefits to select Members.

#### **4.13 Limitation of Liability**

IN NO EVENT WILL GRUPE S.A.B. DE C.V., ITS SUBSIDIARIES AND AFFILIATES, ITS FRANCHISEES OR LICENSEES, ANY PARTICIPATING PROPERTY, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THE LOYALTY PROGRAM, THESE PROGRAM RULES, OR THE COMPANY'S OPERATION OF THE LOYALTY PROGRAM.

#### **4.14 Choice of Law and Venue**

Any disputes arising out of or related to the Loyalty Program or these Program Rules will be handled individually without any class action, and will be governed by, construed and enforced in accordance with the laws of the State of Sinaloa, Mexico, without regard to its conflicts of law rules. The exclusive jurisdiction for any claim or action arising out of or relating to the Loyalty Program or the Program Rules may be filed only in the state or federal courts located in the State of Sinaloa, Mexico.

#### **4.15 Subject to Law**

Membership in the Loyalty Program and the earning and redeeming of Points are subject to all applicable local laws and regulations. Membership in the Loyalty Program, Member benefits, and Awards are offered in good faith; however, they may not be available if prohibited or restricted by applicable law or regulation in Mexico. If any part of these Loyalty Program Rules is held to be unlawful or unenforceable, that part will be deemed deleted from these Program Rules in such jurisdiction and the remaining provisions will remain in force.

#### **4.16 Entire Agreement**

The Loyalty Program Rules, together with any other terms and conditions, rules, or regulations incorporated herein or referred to herein constitute the entire agreement between the Company and Members relating to the subject matter hereof, and supersede any prior understandings or

agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on the Loyalty Program website.