

# Membership Terms and Conditions

The following information forms the basis of participation in the hoteltravelwards.com (“*HTR*”) hotel rewards program (“*program*”). *Program* membership and its benefits are offered at the sole discretion of *HTR*, its subsidiaries, affiliates and each of the foregoing entities' officers, directors, partners, employees and agents. Each of the travel suppliers currently participating in the *program* (see web site listing) are collectively, *HTR* travel suppliers. They may be added or deleted at the sole discretion of *HTR*. Membership in the *program* (“*membership*”) is subject to these *terms and conditions*, which supersede all previous loyalty program rules and/or conditions.

These *terms and conditions* are intended to protect the members of *HTR*. Your participation in this *program* is subject to these *terms and conditions*, and it is your responsibility to read and understand all of them. The *terms and conditions* include the Program's Privacy Policy which governs the use of the data that you provide to us. The *program's terms and conditions* are governed by and are to be construed under the laws of the State of California, U.S.A. The *program terms and conditions* set forth herein supersede all prior *program terms and conditions*. *Membership* in and application for *membership* in the *program* is void if prohibited by applicable law.

Earning of *HTR* points and redemption of *program* rewards are subject to all applicable laws and regulations.

**If you do not agree to these terms and conditions, you must elect not to join the *HTR* hotel rewards program. Your continued use of the program following the posting of changes to these terms will mean that you accept such changes.**

## General Membership Rules

### 1. Program Operator

1. The *program* is operated by hoteltravelrewards.com LLC.
2. The rights and obligations of *HTR* under the *program* may be assigned or transferred by hoteltravelrewards.com LLC to any other related or unrelated entity at any time, and performance thereafter shall be the responsibility of that entity.
3. *HTR membership* is an exclusive *membership* privilege granted by hoteltravelrewards.com LLC, and its benefits are offered at its sole discretion.
4. Neither the *program* nor any benefit offered by the *program* creates, constitutes or gives rise to any legal or contractual rights by members against *HTR*.
5. Nothing in the *HTR terms and conditions* is intended or shall be construed to create or establish any agency, partnership or joint venture relationship between *HTR* and the participants mentioned therein.

6. In case of fraud or abuse involving *HTR*, we will have the right to take appropriate administrative and/or legal action, including termination of membership.

7. *HTR* and our *program* affiliates are not responsible for: (1) loss or misdirection of, or delay in receiving, any *membership* application, correspondence, awards or award certificates; (2) theft or unauthorized redemption of *HTR* points or rewards or use of a reward caused by circumstances beyond the reasonable control of us or our agents; (3) any acts or omissions of third parties ; or (4) any errors published in relation to the program, including, without limitation, any pricing or typographical errors, errors of description, errors regarding participating hotels and program affiliates, and errors in the crediting or debiting of hoteltravelrewards.com points from member accounts. We reserve the right to correct, without notice, any errors.

## 2. General Program *Terms and Conditions*

1. *HTR* solely has the right to add, change, limit, modify or cancel program rules, regulations, rules for earning and redeeming *HTR* points, rewards, reward levels, redemption levels, processes, benefits, and program affiliates at any time, with or without notice, even though such changes may affect the value of points already accumulated, the ability to use accumulated points, or the ability to obtain certain rewards.

2. *HTR* may, among other things: (1) increase or decrease the number of points received for a reward; (2) withdraw, limit, modify, or cancel any reward; (3) add any rewards; (4) change program benefits, travel partners, hotel partners, locations served by *HTR* or its travel partners, conditions of participation, rules for earning, redeeming, retaining, or forfeiting points, or rules governing the use of rewards; and you will be bound by any such changes.

3. The accumulation of points does not entitle members to any vested rights with respect to points, rewards, or program benefits.

4. In accumulating points, members may not rely upon the continued availability of any reward or reward level.

5. Each member is responsible for remaining knowledgeable as to the *program terms and conditions* and as to the number of points in his or her account.

6. If *HTR* improperly denies a member a point accrual, the liability of *HTR* or the partner will be limited to the equivalent value of that accrual or benefit as determined solely by *HTR*.

7. We make no warranties or representations, either expressed or implied, and expressly disclaim all liability (including consequential damages) with respect to type, quality or fitness of goods or services provided through the program.

8. All interpretations of *program terms and conditions* shall be at the sole discretion of *HTR*.

9. We will endeavor to keep the information on our web site current, including the links from these *terms and conditions*, but you should contact your member services office via email for the most current information. We are not responsible for any information that has not been updated.

10. These *terms and conditions* are governed by and shall be construed in accordance with the laws of the United States of America and the state of California, and are subject to the exclusive jurisdiction of the applicable courts in Marin County, California.

11. *Membership*, and the earning and redeeming of *HTR* points are subject to all applicable local laws and regulations. *Membership*, membership benefits, and awards are offered in good faith, however they may not be available or are subject to change if prohibited or restricted by applicable law or regulation.

12. All disputes which cannot be resolved between the parties, and causes of action arising out of or connected with the program, shall be subject to the program's Limitation of Liability.

13. A *membership* number is required when making reservations.

### 3. Notice of Changes

1. Changes to these *terms and conditions* will be posted on the *HTR* member web site and will be effective immediately unless stated otherwise. *HTR* is under no obligation to notify members of changes except by the posting on such web site.

### 4. Membership Eligibility

1. *Membership* in the *program* is available to individuals ("you") only as stated in these *program terms and conditions*.

2. There is no enrollment fee for this program. *Membership* is available to individuals over the age of majority residing in jurisdictions that legally permit participation in such programs.

3. Companies and/or other entities cannot enroll.

4. Members cannot maintain membership in or earn points on multiple accounts. You may maintain only one account.

5. We may refuse *membership* to, or terminate *membership* of, any individual without giving a reason.

6. You will be enrolled in the *program* and become a member from the date we receive your completed application

7. An active member is defined as any member having point activity (accrual or redemption) within the last 24 months.

### 5. *Membership* Cancellation

1. *HTR* reserves the right to cancel membership and revoke any and all unredeemed *HTR* points collected by any member who appears to be using the *program* in a manner inconsistent with the *terms and conditions* or intent of the *program* or any portion of the *program*, and for reasons that include, but are not limited to: 1) violation of these *terms and conditions*; 2) misrepresentation of any information or any misuse of this *program*; 3) violation of any national, state or local law or regulation in connection with the use of *membership* privileges; 4) failure to pay for travel charges; 5) a check to a travel partner that is returned for insufficient

funds or is invalid for any reason; 6) commission of fraud or abuse involving any portion of this *program*; 7) more than one active account per member, multiple accounts for each member must be merged as described in Section 14 below; or 8) action, in any other way, to the detriment of the program or any of its alliances; all as may be determined by *HTR* at its sole discretion.

2. Members who do not earn points in any 24 consecutive months may be removed from the *HTR* program and will forfeit all accumulated points.

3. You may cancel your *membership* at any time by giving written notice of cancellation to your Customer Contact Centre. If you do this, all unredeemed *HTR* points will be forfeited immediately and may not be reinstated or transferred.

## 6. Program Availability

1. The *program* has no pre-determined termination date and may continue until such time as hoteltravelrewards.com LLC decides to terminate the *program*, at any time, with or without notice.

2. If the *program* is terminated, all unredeemed points shall be forfeited without any obligation or liability, and no award claims shall be honored after the conclusion of any notice period.

## 7. Limitation of liability

1. *HTR* shall not be liable to any person for any action taken or neglected to be taken with respect to the program, except for errors in posting *HTR* points to program accounts.

2. The sole remedy available to you in connection with the program (whether your claim is based in law or equity) shall be the crediting or re-crediting to your program account of *HTR* points in an amount no greater than the number of *HTR* points at issue. In no event shall we be responsible or liable for special, consequential, extraordinary or indirect losses or damages, including any lost profits.

3. *HTR* will attempt to send correspondence to active members to advise them of matters of interest, including notification of *program* changes. However, neither *HTR*, nor companies participating as partners in the program will be liable for any failure to do so and will not be responsible for incorrect or inaccurate transcription of entry information, for problems related to any of the equipment or programming associated with or utilized by the member, for any human error, for any interruption, deletion, omission, defect, or line failure of any telephone network or electronic transmission, for problems relating to computer equipment, software, inability to access any web site or on-line service, for any other technical or non-technical error or malfunction, for lost, late, stolen, illegible, incomplete, garbled, misdirected, mutilated or postage due mail or other mail for whatever reason.

8. **Data Privacy:** In order to join the *program*, you must agree to the *Membership Privacy Policy*. We also draw your attention to our *Internet Privacy Policy* which applies to your use of our web sites.

## 9. Account access

1. You are able to use usernames, passwords, or other codes or devices to gain access to restricted portions of the *HTR* member web site.

2. We maintain a personal preference profile for *HTR* members, containing information provided by you.

3. We will use this information to expedite reservations, check-in, and check-out processes.

4. If you provide credit card information, travel suppliers will use it to guarantee your stay and will apply your stay charges to that credit card. You can change your credit card authorization for future transactions by logging into your *HTR* account online.

5. The content contained in such restricted areas is confidential to *HTR*, and is provided to you for your personal use only.

6. We reserve the right to prohibit the use of such access codes on your behalf by third parties where we determine that such use interferes with our site's operation or results in commercial benefits for other entities to our detriment.

10. Address Changes: Each Member is responsible for advising *HTR* of any address or e-mail changes. We shall have no responsibility for misdirected or lost mail or any consequences thereof.

## 11. Taxes:

1. Membership rewards may be subject to income or other taxes.

2. The recipient is responsible for paying all such taxes and for making all applicable disclosures to third parties, including the party who paid for the transaction from which you earned *HTR* points.

3. We will not be liable for any tax liability, duty or other charges in connection with the issuance of *membership* benefits or rewards.

12. Service Fee: These fees (if any) cover the costs incurred by *HTR* in servicing your travel reservation and are to be paid by the member.

13. Program Violations: *program* violations, fraud or abuse in relation to point accrual or reward usage is subject to appropriate administrative and/or legal action by appropriate governmental authorities and by *HTR*, including, without limitation, the forfeiture of all point transfers, rewards issued pursuant to point redemptions and any accrued points in your account, as well as cancellation of the account and your future participation in the *program*.

## 14. HTR Membership

1. Only individuals are eligible for *HTR membership*, and each individual may maintain only one account.

## 2. Merging accounts

1. Multiple accounts belonging to the same unique individual may be merged.
2. The member's surviving account will become the beneficiary of the merged accounts' accrued points and room nights
3. Verification of accounts to be merged is at the sole discretion of *HTR* customer service and *HTR* customer service may request verification of personally identifiable information and/or submission of hard-copies of documentation to validate ownership of each account to be merged
4. The merging of verified accounts will be completed at the sole discretion of *HTR* and processed within 60 days of verification of all accounts to be merged.
3. You should not give your *membership* number or password to any other person.
4. You are responsible for all activity in your *program* account through the use of your password by another person, whether a member of your family, household, staff or otherwise.
5. After applying to the *HTR* program, a membership number will be assigned to each applicant. Upon receiving this number, an individual becomes eligible to earn *HTR* points.
6. We maintain a personal preference profile for *HTR* members, containing information provided by you. We will use this information to expedite reservations and travel plans. If you provide credit card information, travel suppliers will use it for guarantees and will apply your charges to that credit card.
7. You can change your credit card authorization for future transactions by logging into your *HTR* account online.
8. You should notify us if your authorized credit card is lost, stolen, invalidated or has expired.
9. By using your *membership* number to earn or redeem *HTR* points, you agree that (i) you have read, understood and accepted these *terms and conditions*, (ii) you are eligible for *membership*; and (iii) you consent to *HTR's* processing of the data that is personal to you, and disclosing such data to third parties, in accordance with the *Membership Privacy Policy and the Internet Privacy Policy*.
10. If you require clarification or further information, you may send an e-mail to [info@hoteltravelrewards.com](mailto:info@hoteltravelrewards.com). Please note however, *program terms and conditions* cannot be superseded or changed except in writing from *HTR*.
11. Our waiver of any breach of these *terms and conditions* by you shall not constitute a waiver of any other prior or subsequent breach of these *terms and conditions*. Our failure to insist upon strict compliance with these *terms and conditions* by any member shall not be deemed a waiver of any rights or remedies that we may have against that or any other member.

## 15. Points

1. The accumulation of *HTR* points is subject to the *HTR* program rules.
2. Each member is responsible for reading the *HTR terms and conditions*, newsletters, and account e-statements in order to understand his or her rights, responsibilities, and status in the program.

3. To earn *HTR* points for travel, a member must be a direct user of the travel services provided and meet all of the conditions described in the *terms and conditions*, including providing a valid membership number at the time of booking.
4. *HTR* points have a cash value that will be applied to future travel and we will not be paid you cash for any forfeited or unused points.
5. Accrued points and cash awards or other *membership* benefits may not be sold, bartered or transferred (other than by *HTR*). Any attempted transfer, sale or barter by you or on your behalf will be void.
6. We and/or our program affiliates may refuse to honor or recognize any *HTR* points, cash awards, or other *membership benefits* which we or they conclude have been transferred, sold or bartered.
7. Any points, cash awards or benefits which *HTR* deems to have been transferred, sold, bartered or assigned in violation of program *terms and conditions* may be confiscated or cancelled.
8. Except as specifically provided herein, neither accrued points nor cash awards are transferable in the event of death, divorce, as part of a domestic relations matter, inheritance or otherwise by operation of law.
9. *HTR* points can be earned only by use of *HTR* travel suppliers. These suppliers are subject to change at any time, without notice. Please visit *HTR* member web site for a list of all participating *HTR* travel suppliers. Additions and deletions to the list will be announced from time to time.
10. If a travel supplier ceases to be a participating travel partner, all travel arrangements subsequent to such date will not be eligible to earn *HTR* points regardless of when the reservation was made.
11. The awarding of *HTR* points and the redemption of *HTR* cash awards are void where prohibited by law.

## 16. Points for Travel

1. Points for travel are defined as *HTR* arranged individual hotel stays, car rentals, cruise bookings and custom prepared trips. Points for travel does not include air fares or group travel of (5) rooms or more where special group rates apply.
2. Members in good standing will receive two (2) points for each USD dollar or local currency equivalent - exclusive of any promotional or other type of bonus – paid.
3. “Paid” shall mean “receipt of good funds”.
4. Accordingly, if you stop payment on a check, if a check bounces, or if you dispute a credit card bill, you have not “paid” and you will not earn *HTR* points on that transaction.
5. You can collect points on all *HTR* arranged travel (as noted above) provided, the travel arrangements, are used in conjunction with member travel, and that the *HTR* member number is recorded on each travel document. Base point credit will be earned for all eligible travel charges.
6. Points awarded for qualifying travel outside the U.S. will be based on local currency converted to U.S. dollars. Local currency will be converted into U.S. dollars weekly, using a published rate of exchange in effect at time of conversion. This rate

will be determined at *HTR* sole discretion, based on standard currency conversion methods but may vary from currency conversion rates used by credit card companies.

7. Points may not be earned when redeeming a *HTR* cash award, awards by travel partners, or other promotional offerings using awards, unless otherwise stated on the award's *terms and conditions*.

8. When redeeming cash rewards or accruing points for travel, members do not earn points for incidental charges or taxes of any kind.

9. Any points offered in conjunction with *HTR* arranged travel will be considered earned when the stay has been fully paid.

10. Points will not be available for redemption before the travel arrangements have been paid and the points have been reported to the member.

11. We reserve the right to deduct any *HTR* points credited to a *HTR membership* account in error without notice. If refunds are made to you in respect of goods or services for which you received *HTR* points, *HTR* will adjust the number of points awarded.

12. No other person except the member may earn points for his/her account.

13. Points will only be awarded to one *HTR* member regardless of the number of members traveling.

#### 17. Ineligible Travel

1. Travel is considered eligible when travel arrangements are made by *HTR*, using your *HTR* member number.

2. All travel is deemed to occur on the last date of the travel arrangements.

3. Travel in which the member presents a frequent flyer or traveler card does not qualify as eligible travel.

4. Points will not be awarded for travel booked through participating *HTR* travel supplier's central reservation offices, participating *HTR* travel supplier's web sites, or directly with the participating travel suppliers.

5. No point or cash awards will be awarded for:

i. Travel arrangements that are booked by a travel agent or via third party websites in which you pay for that booking directly to such third party, such as tour or tour operators, and pre-paid channels, including, but not limited to priceline.com, expedia.com, hotels.com, hrn.com, hotwire.com, lastminute.com, site59.com, orbitz.com, travelocity.com, cheaptickets.com, quickbook.com, travelweb.com, lodging.com, yahootravel.com, and msntravel.com, regardless of the rate or price paid.

ii. Travel booked via "opaque" channels where the travel supplier is unknown at the time of purchase.

6. No points or cash awards will be awarded for "no show" situations when a member has made travel arrangements, guaranteed with a credit card, but then

does not arrive to participate in the travel arrangements, regardless of whether or not the member's credit card is charged for any portion of the travel arrangements.

7. *HTR* points are not awarded for fractions of a U.S. dollar spent, or for dollars spent on tax, VAT, GST, service charges, gratuities or travel incidentals. Any applicable federal, state or local taxes, including city occupancy tax, will be omitted for purposes of point accruals.

8. Charges not billed such as, fees paid for parking, business center usage, green fees, gift shop/retail store purchases, food, beverage and meeting charges will not be eligible for *HTR* points.

9. Taxes, gratuities, service charges and other applicable incidental charges, such as energy charges, airport fees of any kind and resort fees are not eligible for *HTR* points.

10. A member whose travel is billed directly to a company and the *member* is responsible for authorization for settlement at check-out is eligible for *HTR* points.

## 18. Currency Conversion

1. Currency rates are based on publicly available sources and should be used as guidelines only.

2. Currency quotes are updated once a week only

## 19. Earning Points and Cash Awards Status

1. Members can earn cash rewards by accumulating points over the course of their *HTR* membership.

2. Once a member attains a redemption tier level, the member can utilize these points for cash awards, redeemable for or credited to future travel, or continue to accrue points assuring a higher tier level for greater cash awards.

3. Cash awards are only redeemable by booking future travel arrangements with [hoteltravelrewards.com](http://hoteltravelrewards.com) (*HTR*).

4. Member accounts may not be combined to achieve higher tier levels maintenance a tier level.

5. To reach a cash award for future travel status, the following chart identifies the status and value of each tier:

<b>Membership Tier:</b>	<b><u>50,000 Points</u></b>	<b><u>100,000 Points</u></b>	<b><u>150,000 Points</u></b>	<b><u>200,000 Points</u></b>	<b><u>250,000 Points or more</u></b>
<b>Cash Award:</b>	\$75.00	\$200.00	\$300.00	\$425.00	\$600.00

6. Cash award redemptions do not count toward tier membership points.

7. *HTR* reserve the right to add, change, modify, limit, or cancel program rules, regulations, awards, reward levels, tier-level qualifications at their sole discretion, anytime with or without notice. This may include increasing levels or number of points required for a reward, changing rewards or points earned, travel available for reward redemptions, changing participating travel suppliers, eliminating any benefit or changing or cancelling our travel partners without notice. This may result in certain rewards not being available.

## 20. Point Adjustments

1. Members are responsible for ensuring that your points are properly credited to your account.
2. Members who believe their account activity statement is inaccurate, should send an email to our *HTR* customer service center at info @hoteltravelrewards.com
3. Please be prepared to mail or fax a legible copy of the member's paid receipts to the *HTR* customer service center.
4. Failure to supply the adequate and unaltered documentation may result in denial of such point credit.
5. For the member's protection, all travel documentation should be retained by the member until the point credit has appeared on his or her account.
6. The points listed in your *HTR* account are subject to change to reflect actual travel information, any adjustments and *program* changes.
7. Allow approximately two to four weeks for the travel to be credited to your account.
8. Requests to add or modify *HTR* points must be received within 180 days of the travel.

## 27. Reward Redemption

1. You can redeem your *HTR* points for rewards at *HTR* member web site.
2. Rewards shown online may be redeemed while they remain available.
3. You will receive an email confirmation, and your travel acknowledgement.
4. No paper certificate is required.
5. In order to qualify for a *reward*, the *HTR* member must have sufficient points in his or her account to redeem the *reward* from the current reward chart.
6. When a reward is requested, the corresponding number of points for that reward level will be deducted from the member's account.
7. The reward will be issued to the member only. Once issued, rewards are not transferable and may be used only by the individual named on the reward. If a person other than the individual named on the reward documentation attempts to redeem the reward, the reward will be deemed void and accommodations will be denied.
8. Rewards may not be sold, auctioned, bartered, brokered or purchased except with the express written consent of *HTR*. Any rewards obtained in this manner by any person or entity will be considered to have been fraudulently obtained and will be deemed void if transferred for cash or other consideration.
9. Altered reward confirmations are void and will not be honored.
10. Rewards will not be replaced, reissued or credited if lost, stolen or otherwise destroyed.
11. It is solely the responsibility of the member to be informed about the *program* and to request the specific rewards online.

12. Rewards may not be combined with other certificates, discounts, packages or promotional offers unless otherwise specified by *HTR*.
13. Rewards cannot be redeemed for cash.
14. Rewards are not exchangeable.
15. Points which have been deducted from the member's account, may be re-deposited provided that member cancels the reward before the cancellation deadline. Points used for rewards will be re-deposited into the original account from which the points were deducted prior to the expiration date of the documentation.
16. Rewards are void where prohibited or restricted by law.
17. Determination of reward equivalency is at the sole discretion of *HTR*.
18. *HTR* is not responsible for, and assumes no liability for, transportation or other services our travel suppliers offer or fail to provide.
19. Members residing in countries where redemption of points for *HTR* rewards, is prohibited or restricted are not eligible for such rewards.
20. If a travel supplier ceases to be a participant with *HTR*, after you make travel arrangements, but before your travel, we will use reasonable efforts to have the provider honor the reservations or arrange equivalent travel arrangements.
21. *HTR*, participating *HTR* travel suppliers, our *program* affiliates and any of our respective subsidiary and/or affiliated companies, and our respective officers, directors, and employees, in arranging and/or providing travel accommodations or other services such as tickets, or merchandise through certificates or otherwise, do so on the express condition and agreement that none of us are or will be liable for any loss or injury, including death, damage, accident, delay, irregularity or expense arising out of, relating to, or resulting from, strikes, war, weather, quarantines, sickness, accidents, government restrictions or regulations, or from any act or omission of third-parties, including any individual firm or corporation furnishing transportation, sightseeing or other service or goods whether or not advertised, nor for any additional costs or expenses due to disruption or change of schedules, rates, accommodations, or services or for any other cause beyond their direct control.
22. In addition, none of us are or will be responsible for refunds that may be due to any person from ground transportation, boat tours, or other third-party provider of services. All such claims for refunds must be made in accordance with the rules and regulations of the party from whom such refund is due.
23. All costs, rates, tariffs and other charges and *program* features are subject to adjustment at any time without prior notice, and provisions of the hotel accommodations, ground transportation, tickets and other services are subject to availability.
24. Performance is also subject to applicable laws, orders, or regulations of any governmental authority exercising jurisdiction and the right is reserved to withdraw *HTR* rewards should conditions warrant, as well as to refuse to provide accommodations to any person in accordance with applicable laws.

## 28. *HTR* Awards

1. In addition to each travel supplier's specific terms and conditions, and *HTR* reward redemption rules and the *program's terms and conditions*, the following are

terms and procedures for redeeming *HTR* awards. An award must be redeemed through accumulated *HTR program* points.

2. To use your *HTR* accrued points, please make your reservations online at the *HTR* member web site.

3. Members must be logged in to redeem points online for *HTR* awards.

4. Online awards reservations require a credit card.

5. *HTR* award reservations can be cancelled online but, in some cases, may not be modified.

6. Travel arrangements are subject to capacity controls, which may limit availability of specific travel or during specific times of the year.

7. Travel blackout dates may be imposed without notice.

8. Advanced reservations are required prior to *HTR* reward redemption.

9. *HTR* award hotel reservations may be booked for multiple hotel rooms on the same date at the same hotel provided the member's *HTR membership* number is recorded on each reservation and the required points are redeemed for each room.

10. Travel arrangements are limited, subject to prior sale and availability of allocated resources and may be unavailable during high demand periods.

11. Any tax liability incurred in connection with the receipt and/or use of *HTR* rewards, including, but not limited to federal, state, local or city taxes, or individual income tax is the sole responsibility of the user.

12. Hotel award portion of the travel **Do NOT** count toward future tier qualification.

## 29. Award Cancellations

1. *HTR* members who cancel their *HTR* award reservations before the cancellation deadline will have their points used for that travel arrangement re-deposited into the member's *HTR* account, and may be subjected to a service fee.

2. Standard guarantee policies and cancellation policies apply for all awards, as well as all other reservation and use of services requirements. These requirements include standard reservation requirements such as, but not limited to, minimum length of stay requirements and charges for late cancellation.

3. Cancellation policies vary by travel supplier. It is the member's responsibility to review each cancellation policy prior to requesting the reward or making reservations.

4. *HTR* members who do not cancel their *HTR* awards by the cancellation deadline and do not use their reservation (no-show) are still subject to a no-show charge for the first night of the travel arrangements, plus all applicable taxes. These charges will be billed to the credit card used to guarantee the reservation upon booking. The *points* redeemed for the no-showed *HTR* award will NOT be re-deposited into the *member's HTR* account.

## 30. Cash Awards

1. Award nights allow you to book your *HTR* hotel reward as close as 48 hours in advance of travel when possible.

2. You will receive an email confirmation of your reward booking. We recommend taking a copy of the confirmation with you on your travel.

3. The travel suppliers reserved for the award will also receive an email and/or electronic transmission of your confirmation.

### 31. *HTR* Point Transfer Program

*HTR* members may transfer points into another *HTR* member's account, subject to the conditions specified below.

1. Point transfers are available in increments of 1000 points.

2. The minimum transfer is 1000 points. Maximum transfer is 100,000 points.

3. There is a charge for transferring points of \$15.00 (USD) for each transfer.

4. All *HTR* point transfer requests must be made online or by faxing request to **(800)601-2650**.

5. An "Authorization to Transfer Points" form must be completed and submitted in order to transfer the requested number of points. By submitting the authorization form online, the member acknowledges and signifies his or her agreement with *HTR* point transfer program terms and conditions.

6. Once the authorization for transfer is received and processed, the transferor relinquishes all rights to the transferred points.

7. No cancellations or refunds are permitted.

8. Members can not transfer points to adjust, upgrade or maintain tier status.

9. The transfer and use of these *HTR* points are subject to the rules, regulations, *terms and conditions* of the *HTR program*, which are published from time-to-time and which are subject to change without notice.

10. The sale, barter, gift or assignment of *HTR* points, point awards or other benefits, other than by *HTR*, is expressly prohibited.

11. Any improper usage of *HTR* points pursuant to this agreement and *HTR* point transfer program, or any other misuse of points, shall be grounds for immediate confiscation and forfeit of such points, and may be grounds for the forfeiture of all points in the member's account and the member's ejection from the *HTR program*.

12. Other than as stated above, no transfer of points may occur.

32. Restricted by Law. This *program* or participation therein is not valid and/or the awarding of *HTR* points or the granting of rewards is void where prohibited or restricted by law.

### 33. Communications

1. Each quarter, members will be sent their *HTR* point balance account via e-mail.

2. We may also send you promotions, offers and other communications from time to time, which may include items from third parties. The items we send may be directed to you based on the information you have provided to us and additional data we maintain.

3. All *program* communications will be sent to you at the mailing address and/or e-mail address which you provide on your application form.

4. Communications will be deemed to have been received by you if sent to that address, 1 business day after sending if we sent it to the e-mail address provided and 5 business days after sending if we sent it to the mailing address provided. You are responsible for keeping your address current.

5. You can view your *HTR* point balance and transaction history, update your personal details, and change your communications preferences at any time, by logging on to your account. Or you may contact our Customer Service Center. If you telephone a Customer Contact Centre, for security reasons we may ask you for your date of birth and/or other information to verify your identity. We may monitor telephone calls to improve the quality of service.

#### 34. Statements, Errors and Retroactive Claims

1. We may at any time correct the amount of *HTR* points shown as credited to you, without notice, or make corrections if you are not properly credited for *HTR* travel.

2. If we improperly or incorrectly deny a *HTR* point accrual or a *HTR membership* benefit, our liability is limited to the proper posting of *HTR* points to your account.

#### 35. Supplier Terms and Conditions

Separate terms and conditions will apply to each purchase of travel-related goods and services that you select. Please read these separate terms and conditions carefully. You agree to abide by the terms and conditions of purchase imposed by any supplier with whom you elect to deal, including, but not limited to, payment of all amounts when due and compliance with the supplier's rules and restrictions regarding availability and use of fares, products, or services. You understand that any violation of any such supplier's rules and restrictions may result in cancellation of your travel arrangements, in your being denied access to the applicable travel product or services, in your forfeiting any monies paid for such arrangements, and/or in our debiting your account for any costs we incur as a result of such violation.

#### 36. *HTR* Member Services Offices

If you have any queries about the *HTR* program, send an email or call Member Services at [info@hoteltravelrewards.com](mailto:info@hoteltravelrewards.com) or call (800) 601-2650.

Revised: October 1, 2009