

TRAVEL CLUB DEFINITION

“Travel Club” means a membership or any other form of access promising future travel benefits or services (“Access”), including but not limited to vacation ownership rental accommodations, for either an advance fee and/or a recurring fee for said Access, and that is offering the Access as a stand-alone product independent of the marketing, sale or use of a vacation ownership plan or exchange program.

The following are not considered a Travel Club:

- A timeshare plan (including a multi-site plan)
- A short term product offered by or on behalf of the seller of a timeshare plan in connection with the offering of vacation interests on a trial basis;
- An exchange program;
- A credit card or hotel loyalty program;
- Transient rental of accommodations;
- One time use products including vacation certificates.

Any ARDA member who either directly, indirectly, or through the use of a fulfillment company or any other third party, sells or offers to sell a Travel Club is expected to be familiar with the **ARDA GUIDELINES FOR TRAVEL CLUB BEST PRACTICES. (Attached)**

ARDA GUIDELINES FOR TRAVEL CLUB BEST PRACTICES

The purpose of this document is to set forth best practices and guidelines for the Travel Club industry and the fulfillment and servicing entities supporting the Travel Club memberships.

Notwithstanding the guidelines below, ARDA members selling and marketing Travel Clubs and the servicing and fulfillment providers for Travel Clubs shall endeavor to become and remain informed on matters and trends affecting the vacation industry and shall further endeavor to eliminate any practices that could prove damaging to the consumer and/or the vacation industry.

<p>TRAVEL CLUB</p>	<ul style="list-style-type: none"> • Comply with applicable local, state and federal laws. • Disclose entity or entities responsible to the consumer for providing servicing and fulfillment directly to the membership base of the Travel Club. • Maintain control of or access to inventory adequate to fulfill the membership base for no less than the duration of the related membership. • Be responsible for the fulfillment of all the benefits, terms and conditions of the Travel Club product(s) pursuant to the membership (sales) agreement and the product literature and/or transaction documents. • Provide a rescission period of no less than 3 business days following the date on which the member signs the Travel Club membership (sales) agreement. Such rescission rights and procedures shall be disclosed and made a part of the membership (sales) documentation. • Escrow each Travel Club member’s funds during the rescission period in an independent escrow account. • Disclose any and all fees associated with the Travel Club membership and the use of benefits and the specifics as to when and the amount or percentage by which any fees may be increased.
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<p>SALES & MARKETING</p>	<ul style="list-style-type: none"> • Comply with applicable local, state and federal sales and marketing laws and regulations. • Prohibit false or misleading advertising; claims of false affiliations, statements, photographs, illustrations, graphics, etc., regarding Travel Club benefits, the inventory amenities, location or availability, or any other aspect of operation directly by any employee or agent and by contract with any third party acting on behalf of a Travel Club. • Prohibit omission of material information causing the solicitation or sales information regarding a Travel Club to be deceptive or misleading or which would affect consumer decision making directly by any employee and by contract with any third party acting on behalf of a Travel Club. • Provide a clear understanding of all the benefits, terms and conditions of the Travel Club product(s).
<p>MEMBERSHIP SERVICING & FULFILLMENT</p>	<ul style="list-style-type: none"> • Provide Travel Club members with clear understanding of who actually provides member services and how to access those services and benefits embedded in the Travel Club at time of purchase and on an ongoing basis. • Provide clear and prominent disclosure to Travel Club members stating the time at which access and rights to any information and member benefits begins in the membership agreement and meet the obligations as stated. • Present to the Travel Club member contractual point of sale documents for the Travel Club including an ‘acknowledgement of benefits’ which should disclose at a minimum: <ul style="list-style-type: none"> • Membership benefits • Member Number or contract number • Membership Renewal options • Fee structure and increases of fees