

PRIORITY CLUB[®] REWARDS GLOBAL MEMBERSHIP TERMS AND CONDITIONS

The Priority Club[®] Rewards program ("Program") membership and its benefits are offered at the sole discretion of Six Continents Hotels, Inc. ("SCH") and its subsidiaries and affiliates which are members of the InterContinental[®] Hotels Group (collectively "IHG"). Hotel brands currently participating in the Program include InterContinental[®], Crowne Plaza[®], Hotel Indigo[™], Holiday Inn[®], Holiday Inn Express[®], Express by Holiday Inn[™], Holiday Inn Select[®], Holiday Inn SunSpree[®] Resorts, Holiday Inn Resort, Holiday Inn Family Suites Resorts[®], Holiday Inn Garden Court[®], Staybridge Suites[®], and Candlewood Suites[®] (collectively, "IHG Hotels"). Brands may be added or deleted at the sole discretion of SCH.

The rights and obligations of SCH under the Program may be assigned or transferred by SCH to any other related or unrelated entity at any time, and performance thereafter shall be the responsibility of that entity.

The following are some of the service marks and trademarks owned by IHG: Priority Club[®], Six Continents Club[®], Holiday Inn[®], Holiday Inn Express[®], Express by Holiday Inn[™], Holiday Inn Select[®], Holiday Inn SunSpree[®], Holiday Inn Garden Court[®], Staybridge Suites[®], Candlewood[®], Crowne Plaza[®], Hotel Indigo[™], InterContinental[®], and Forum[®].

- 1. Program Sponsor.** The Program is operated by Six Continents Hotels, Inc., Three Ravinia Drive, Suite 100, Atlanta, GA 30346-2149 U.S.A. and is administered on its behalf by the appropriate IHG company.
- 2. Membership Eligibility and Fee.** Membership in the Program is available to individuals ("you") as stated in these Program Terms and Conditions. You may maintain only one account. Companies and/or other entities cannot enroll. There is no enrollment fee for this Program.
- 3. Program Availability.** SCH reserves the right to restrict, suspend, discontinue or cancel this Program upon 90 days' written notice to all active members. In that event, your right to receive Priority Club[®] points/airline miles/frequency credits may end 90 days after we notify you and your right to redeem Priority Club[®] points may end 180 days after we notify you, no matter what the level of your participation in the Program. Priority Club[®] points for all members not presented for redemption on or before such redemption end date cannot be

redeemed.

4. **Membership Cancellation.** SCH reserves the right to cancel any Priority Club[®] membership and revoke any and all unredeemed Priority Club[®] points collected by any member 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 hotel charges; 5) a check to a participating hotel brand 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; or 8) action, in any other way, to the detriment of the Program or any of its alliances; all as may be determined by SCH in its sole discretion.
5. **Changes in Terms and Conditions.** SCH and its Frequency Alliances reserve the right to change, limit, modify or cancel Program Terms and Conditions (including the number of Priority Club[®] points issued for a Qualifying Stay), regulations, benefits, conditions of participation, rewards and reward levels in whole or part at any time, even though changes may affect the value of points or rewards already accumulated. You will be bound by any such changes.
6. **Notice of Changes.** Any such changes will be shown in these Terms and Conditions on the priorityclub.com Web site and will be effective immediately unless stated otherwise. A notice that a change has been made will be placed on the Web site for a reasonable period of time. Any changes to any printed version of the Terms and Conditions will be contained in the next reprinting of that printed version. SCH will attempt to notify active members of major Program changes, but will not be liable for failure to do so, and all members will nevertheless be bound. An active member is defined as any member having point activity (accrual or redemption) within the last 12 months.
7. **Legal rights.** Neither the Program nor any benefit offered by the Program creates, constitutes or gives rise to any legal or contractual rights by members against SCH.
8. **Data Privacy.** Under the data protection legislation of various countries, we are required to particularly draw your attention to the fact that by applying for membership or by continuing to exercise the privileges of membership and in order to make it possible for IHG to perform its obligations under the Program, you accept and explicitly authorize that your personal information which is supplied by you in the enrollment form or during the course of your Program

membership (i) shall be processed by SCH, in its capacity of data controller, by its subsidiaries, affiliates or franchisees, including IHG hotels in nearly 100 countries, and by the Priority Club[®] and InterContinental Ambassador Service Centers and (ii) may be transferred worldwide to any third parties with which IHG is affiliated within the scope of the Program ("Frequency Alliances") or to third parties to process your personal data on our behalf or where required by applicable law or in the event of a company reorganization, merger or acquisition, for use of such information for its (their) administration of membership records, guest service, advertising, marketing and communication purposes. They or we may contact you for marketing purposes by mail, fax, telephone or email. Also, as an additional value-added benefit, we are offering you the opportunity to receive information on goods or services that may be of interest or value to you by providing various companies a mailing list of Priority Club[®] members. This is an opt-in benefit for members who are residents of Europe, Middle East, Africa, Australia or Canada. You will need to check the relevant box on the offline enrollment form or contact your Priority Club[®] or InterContinental Ambassador Service Center to get this benefit. Members residing in all other areas of the world, including the U.S.A. may automatically get this benefit. If you wish to be excluded from such affiliated third party contacts and/or such mailing lists, you will need to contact the Service Center in your region and ask to be removed.

9. **Right of Access to Data.** You have a right of access to your data by sending a written request to your regional Priority Club[®] or InterContinental Ambassador Service Center.
10. **Special Services.** You may be entitled to special services and benefits at IHG hotels. Benefits and services may change from time to time and may vary by hotel, country and geographical region. Club-level members receive free enrollment into the Priority Club[®] Rewards program and may receive hotel benefits which vary by hotel and region. They include but are not limited to the following: complimentary weekday newspaper and extended check-out courtesy. Extended checkout courtesy must be requested and may be for as late as 2 PM EST, based upon availability.
11. **Points for Stays.** A Stay is defined as one night or consecutive nights at the same hotel, regardless of frequency of check-in/check-out. A Stay is qualified when paying Qualifying Room Rates, which include most business and leisure rates. At InterContinental Hotels & Resorts worldwide, you will receive 2,000 points per Qualifying Stay or the applicable airline miles, which

may vary by participating airline. At all other participating hotel brands, you will receive ten (10) points for each USD dollar or local currency equivalent paid toward Eligible Charges on your individual hotel room bill, when you pay Qualifying Room Rates, or the applicable airline miles. Eligible Charges Worldwide include the following Qualifying Room Rates paid for hotel room nights: non-discounted rate, Best Flexible Rate, global sales negotiated rate, national/regional/local government rate and specified leisure rates as confirmed by IHG's HOLIDEX[®] Plus reservation systems. Points will be awarded for Qualifying Room Rates booked through IHG central reservation offices, IHG Web sites, travel agents or directly at the hotel. In addition, in North, South and Central America and the Caribbean, points may be collected at conference, meeting and locally negotiated rates if these rates are discounted less than 30%. At Asia Pacific hotels, Qualifying Room Rates also include all locally negotiated rates. Eligible Charges Worldwide also include food and beverage, telephone, laundry, and in-room movies charged to the member's room. Hotels may choose to award points for other charges at their discretion. At U.S. and Canadian hotels (except InterContinental), you can collect points or miles on all Eligible Charges for multiple hotel rooms (less than 10) provided those rooms are used in conjunction with the member's stay at the same hotel, and that their Priority Club[®] Rewards member number is recorded on each reservation, or the charges from those multiple room reservations are referred to on the hotel room bill associated with the member's reservation.

12. **Limits on Points for Stays.** Points are not issued for stays at the following reduced room rates ("Non-Qualifying Room Rates"; "Non-Qualifying Stay"): net wholesale individual and group rate, package rate, employee discount rate, crew rate, seasonal worker/crew rate, 50% travel club discount rate, industry discount rate, distressed passenger rate, Priority Club[®] Reward Nights/Airline Hotel Reward rate, most rates booked through most third party Web sites, complimentary hotel stays or any other rates not defined as a Qualifying Room Rate. Except as expressly set out otherwise in these Terms and Conditions, Priority Club[®] points are not awarded for fractions of a U.S. dollar spent, or for dollars spent on tax, VAT, GST, service charges, gratuities or hotel incidentals. Charges not billed to your room, gift shop purchases, and meeting charges will not be eligible for points. You must have stayed in the room and paid for it in full to receive Priority Club[®] points. Only one room will be credited per member per night. Only the member whose name is on the reservation record will be awarded points and will be awarded

Qualifying Night credit toward achieving Elite-level status or other promotional goals. Only one Qualifying Night credit, per member, per night will be awarded regardless of the number of reservations booked and paid for by the member. Points and/or Qualifying Night credit are not awarded for "no shows" even if the room is paid for in full. Priority Club[®] points or miles will not be issued if your room is paid for by a trade group, association or company as part of a convention or group business meeting (10 rooms or more). If you stay at an IHG hotel under the terms of a contract or group commitment, you will not be eligible to receive points.

13. **Points have no value.** Priority Club[®] points are not redeemable for cash or any other form of credit and have no value until presented for redemption in accordance with the terms and conditions of this Program. Points have no fixed or ascertainable cash value. Members have no ownership interest in accrued points and accrued points do not constitute property of the members. Use of the word "earn" in marketing materials in relation to Priority Club[®] points shall mean "collect" and shall not infer that the points have any value until they are presented for redemption. Points may not be purchased or sold and are not transferable except as otherwise stated herein.
14. **Employer Restrictions.** Some employers, by policy, may prohibit or restrict employee participation in the Priority Club[®] program. IHG assumes no responsibility or liability for compliance with these policies.
15. **Points Adjustments.** The points listed in your Priority Club[®] account are subject to change to reflect actual stay information, any adjustments and Program changes. If you believe your account activity statement is inaccurate, contact your regional Priority Club[®] or InterContinental Ambassador Service Center. Point adjustments will not be made more than 60 days after the statement date. Please keep all of your hotel room receipts for your records, as they will be required for point adjustment requests.
16. **Communications Not Received.** SCH is not liable for loss of misdirected correspondence, requests, freight, or Reward Certificates that may be incomplete, illegal, delayed, lost or stolen.
17. **No Guarantees on Merchandise.** SCH, its parent, subsidiaries, affiliates, franchisees, and agents make no guarantees, warranties or representations of any kind, expressed or implied, with respect to items of merchandise, and shall not be liable for any loss, expense (including without limitation, any legal fees), accident or inconvenience that may arise in connection with the use of such items or as a result of any defect or failure of

such items. Any implied warranties of merchantability or fitness for a particular purpose are specifically disclaimed.

18. **Restricted by Law.** This Program or participation therein is not valid and/or the awarding of Priority Club[®] points or Frequency Alliance miles/credits and/or the granting of rewards is void where prohibited or restricted by law in the country of the member's domicile.
19. **Program Violations.** Program violations, fraud or abuse in relation to point or mileage credit or reward usage is subject to appropriate administrative and/or legal action by appropriate governmental authorities and by SCH, including, without limitation, the forfeiture of all point transfers, rewards, vouchers, or merchandise issued pursuant to point redemptions and any accrued points or miles in your account, as well as cancellation of the account and your future participation in the Program.
20. **Point Purchases.** You may purchase additional points necessary to redeem a reward at a cost of \$10 USD per 1,000 points, up to a maximum of 6,000 points in any rolling 12-month period. You may purchase points up to the amount necessary for Reward issuance, but only when your account balance is insufficient to reach desired reward. Points must be purchased in minimum increments of 1,000 points, and can only be paid for by an accepted credit card. Follow the instructions at www.priorityclub.com/purchasepoints or call your regional Priority Club[®] Service Center for assistance. No cancellations or refunds are permitted.
21. **Point Transfers.** Priority Club[®] Rewards points may be transferred between any two specifically designated member accounts. A member may authorize the transfer of the necessary number of Priority Club[®] Rewards points into another member's account. The cost to the member authorizing the transfer will be \$5 USD per 1,000 points transferred, and can only be paid for by an accepted credit card. Follow the instructions at www.priorityclub.com/transferpoints or call your regional Priority Club[®] Service Center for assistance. An Authorization to Transfer Points form must be completed and submitted in order to transfer the required number of points. Once the authorization for transfer is received and processed, the transferor relinquishes all rights to the transferred points. No cancellations or refunds are permitted. Other than as stated above, no transfer of points may occur.
22. **Other Point Awards.** Priority Club[®] points may be distributed as rewards, recognition, or incentives by IHG hotels to guests and hotel employees, and also by other companies with whom SCH has agreements to

their employees and customers.

23. **Program Interpretation.** Interpretations of Program Terms & Conditions shall be at the sole discretion of SCH. SCH reserves the right to add, modify, delete or otherwise change these Terms and Conditions or any rules related to the Program at its sole discretion, with or without notice.

REWARD NIGHTS

1. Advance reservations are required.
2. Each reward is valid only for a double or king room for one night and tax. Reward Night reservations may be booked for multiple hotel rooms (less than 10) on the same stay date at the same property provided the Priority Club[®] Rewards member number is recorded on each reservation and the required points are redeemed for each room. Rooms are limited, subject to prior sale and availability of allocated resources and may be unavailable during high demand periods.
3. Reward Night rooms do not include food and beverages, gratuities or incidentals. These charges are to be paid directly to the hotel prior to check-out. Transportation costs to and from the hotel are not included.
4. Specified hotel brand category point requirements are valid for InterContinental Hotels Group hotels worldwide. Points required for hotel Reward Nights vary for Special Destinations. For a full list of Special Destinations please visit the Redeem Points section of www.priorityclub.com. Based on availability and advanced reservations. Special Destination locations may be added or deleted at any time. Other restrictions may apply. Points required for the Special Destinations listed prevail over brand category point requirements as listed on www.priorityclub.com.
5. Reward nights at all-inclusive resorts cover all-inclusive benefits and require a 10,000-point supplement per night. All-inclusive plans are based on double occupancy. Extra person charges apply beyond double occupancy.
6. Priority Club[®] reserves the right to restrict, suspend, modify or substitute the Reward Nights program at any time without notice.
7. Participating hotels may be added or deleted from any brand or destination category while this offer lasts. The rewards are void where prohibited by law.
8. Priority Club[®] points or airline miles are not awarded for the room rate equivalent on Reward Night stays; however, points are awarded for all other eligible charges to the member's room except at InterContinental Hotels and

Resorts. Reward Night stays are defined as those in which a member redeems points for a Reward Night.

9. Reward Night reservations are not travel agent commissionable.
10. Point values for any hotel or destination may change at any time. Points have no value until presented for redemption by the member.
11. Priority Club[®] members who cancel their Reward Night reservation will have their points used for that reservation re-deposited into the member's Priority Club[®] account, and may be subjected to a processing fee. Priority Club[®] members who do not cancel their Reward Night reservation 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 reservation, plus tax, per room, billed to the credit card used to guarantee the reservation upon booking. The points redeemed for the no-showed Reward Night reservation will be re-deposited into the member's Priority Club[®] account.
12. Priority Club[®] members may redeem points for Reward Nights by calling the Priority Club[®] Service Center in their region or by reserving the Reward Nights online at www.priorityclub.com. Members must be logged in to redeem points online for a Reward Night. Online Reward Night reservations require a credit card to guarantee the reservation. Reward Night reservations can be cancelled online but cannot be modified.

PRIORITY CLUB[®] REWARDS GOLD, PLATINUM ("ELITE") MEMBERSHIPS

1. Priority Club[®] Rewards Gold membership will be awarded to you if you have a minimum of 15 nights at Qualifying Rates or if you earn at least 20,000 points during a calendar year. Priority Club[®] Rewards Platinum membership will be awarded to you if you have a minimum of 50 nights at Qualifying Rates or if you earn at least 60,000 points during a calendar year. Once you have earned Elite membership status in any calendar year, you will maintain such status through the end of the following calendar year. Members may also purchase a Gold membership for a fee of \$50 USD which can only be paid for by an accepted credit card. Gold memberships that are purchased are only valid for the duration of the calendar year in which they are purchased. Follow the instructions at www.priorityclub.com/purchasegold or contact your nearest Priority Club[®] Service Center for assistance. No cancellations or refunds are permitted.

2. You must re-qualify each calendar year for the next year's Elite membership status.
3. Priority Club[®] Rewards Gold members will receive a 10% bonus on all base points earned during the period in which they are Priority Club[®] Rewards Gold members. Priority Club[®] Rewards Platinum members will receive a 50% bonus on all base points earned during the period in which they are Priority Club[®] Rewards Platinum members. Future bonus/benefits for Gold and Platinum members may vary. Gold and Platinum level bonus points are credited only to members who choose to collect Priority Club[®] points. Bonus points for Gold and Platinum members apply only on the base points collected by a member and not on any additional points received due to a special offer or promotion.
4. **Hotel Room Upgrades for Platinum Members:** Platinum level members will be offered a complimentary upgrade to the hotel's Concierge or Club Level (for Crowne Plaza) or to the hotel's Executive Level or Executive Edition Level (for Holiday Inn brands), or to the best available room, as determined by the hotel, which might include rooms on higher floors, corner rooms, newly renovated rooms, or rooms with preferred views. The upgrade will be offered at time of check-in, based on availability, and will only apply to the member's personal guest room. The hotel is not required to upgrade members to suites or specialty rooms. Upgrade benefit will not apply to rooms booked as a Reward Night reservation.
5. **Guaranteed Room Availability for Platinum Members:** When contacting the Priority Club[®] Service Center directly and guaranteeing the reservation with a valid credit card, each Platinum level member will be guaranteed one room for personal use, for reservations made at least 72 hours prior to the date of arrival, except during special events that result in extraordinary room demand, as determined solely by the hotel. The Platinum Guarantee does not apply on certain special event dates and is subject to restrictions and requirements set by each hotel that apply during such special event periods. Such restrictions may include minimum stay requirements, advance deposits, and/or other requirements. The member will not be charged more than the prevailing rate for the accommodation requested, and the member is not entitled to a rate less than the prevailing rate. Once made, Platinum Guarantees may not be dishonored for any reason. If the member does not arrive and has not obtained a cancellation number prior to 6 p.m. (4 p.m. in Europe), the credit card may be billed for one night's room and tax. Platinum Guarantees do

not apply to Reward Nights.

INTERCONTINENTAL AMBASSADOR STATUS

1. As a Priority Club[®] Rewards member, you may also purchase InterContinental Ambassador status. Purchase of InterContinental Ambassador status entitles you to higher levels of recognition and to all published benefits of InterContinental Ambassador status valid only at InterContinental hotels and resorts worldwide.
2. If you have InterContinental Ambassador status, you are subject to all Priority Club[®] Rewards Membership Terms and Conditions. Ambassador status may not be transferred, bartered, or sold. Ambassador and Royal Ambassador benefits apply only to the member's personal room.
3. Only Priority Club[®] Rewards members may purchase InterContinental Ambassador status. Upon purchase of InterContinental Ambassador status, Priority Club[®] Rewards members who have not achieved Gold Elite status will be automatically upgraded to the Gold Elite membership level. A non-Priority Club[®] Rewards member who purchases InterContinental Ambassador status will automatically be enrolled in Priority Club[®] Rewards at the Gold Elite membership level.
4. Priority Club[®] Rewards membership and InterContinental Ambassador benefits are not transferable.
5. Priority Club[®] Rewards members with InterContinental Ambassador status will be invited to renew every year. In order to continue receiving InterContinental Ambassador benefits, Priority Club[®] Rewards members must pay an InterContinental Ambassador renewal fee every year prior to membership expiration.
6. The accrual of room nights towards Royal Ambassador status is not applicable in conjunction with airline and/or travel industry discounts or to long-stay residents at their long-stay hotel, defined as a continuous stay of 90 days or more.
7. InterContinental Ambassador benefits are not available to airline crew members for crew stays.
8. **Complimentary Weekend Night Certificate:** Upon purchase and renewal of InterContinental Ambassador status a Complimentary Weekend Night Certificate shall be awarded. Each Complimentary Weekend Night Certificate

is valid for 6 months from the date of issue and is redeemable in conjunction with a minimum two-night weekend stay at any InterContinental hotel. The Complimentary Weekend Night Certificate is valid for a complimentary room night on second night of paid weekend stays. Weekend is determined as follows: Friday, Saturday and Sunday, except in the Middle East where hotels may define the weekend as Thursday, Friday and Saturday. Certificates are valid only for the member who has InterContinental Ambassador status, and are not transferable. Certificate cannot be used in conjunction with any other promotion. Rates openly available are not promotions. Where a member has made the reservation and purchased via Net Wholesaler/Inclusive Groups or through a Web site other than an IHG Web site, such as Priceline.com or Hotwire.com, or similar booking engines where the room rate is not viewable or publicly available at the time of booking, the hotel can decline the Complimentary Weekend Night Certificate.

9. **InterContinental Ambassador Benefits:** Upgrades to a Superior room will be assigned at check-in. A room one category higher than purchased will be assigned to InterContinental Ambassadors. Late Check-out Courtesy: InterContinental Ambassadors will be entitled to a late check out time of 4:00 pm. *Airport Chauffeur Service* is available with advance reservations and at published fares.
10. **Royal Ambassador Status:** Royal Ambassador status is the highest level of status and entitles Priority Club[®] Rewards members to additional benefits at InterContinental hotels and resorts. Royal Ambassador status is granted to Priority Club[®] Rewards members by invitation and at Priority Club[®] Rewards' sole discretion. Priority Club[®] Rewards reserves the right to limit the number of members with Royal Ambassador status. Guaranteed room availability for one room occupied by the Royal Ambassador with 24-hour advance reservation. Reservations must be made before 12:00 midday (local hotel time) 24 hours prior to intended arrival for room availability to be guaranteed. Only in exceptional circumstances where the hotel has been completely reserved by the Government and with explicit Priority Club[®] Rewards approval, may a reservation be declined. Early check-in (8:00 am) shall be available to all Royal Ambassadors. Upgrade to an executive room or suite for Royal Ambassadors at check-in. In circumstances where an executive room or suite is not available at 8:00 am, the Royal Ambassador will be checked into an available room until the executive room or suite is available later on the day of arrival. Use of health club facilities shall be complimentary for Royal

Ambassadors. Treatments such as massage, facials, manicure may incur charges. Complimentary beverages from the mini bar in the Royal Ambassador's personal room only (benefit excludes non beverage items). Void where prohibited by law. Royal Ambassador referral certificate may not be bartered or sold.

11. Priority Club[®] Rewards membership and InterContinental Ambassador and Royal Ambassador benefits are provided where available, at the sole discretion of IHG, and shall be considered void where prohibited by law.
12. SCH reserves the right to restrict, suspend or cancel the InterContinental Ambassador and Royal Ambassador benefits and discontinue the Priority Club[®] Rewards membership of any member who acts in a manner inconsistent with applicable laws, rules, regulations, or these Terms and Conditions, in SCH's sole discretion.
13. SCH may amend the InterContinental Ambassador and Royal Ambassador benefits and these Terms and Conditions at any time.

FREQUENCY ALLIANCES

1. At participating hotels within the IHG family, you can choose to collect Priority Club[®] points or Frequency Alliance miles/credits, which may vary by participating Frequency Alliance. You may not collect both Priority Club[®] points and Frequency Alliance miles/credits for the same stay, except during special promotions or offers. You can choose or change to only one Frequency Alliance at a time. To change selection, visit priorityclub.com or call the Priority Club[®] Service Center in your region. Earnings resulting in fractional Frequency Alliance miles/credits will be rounded down. Except as expressly set out otherwise in these Terms and Conditions, Frequency Alliance miles/credits are not awarded for fractions of a U.S. dollar spent, or for U.S. dollars spent on tax, VAT, GST, service charge, food and beverage, telephone, laundry, in-room movies, gratuities or hotel incidentals. If you elect automatic issuance for Qualifying Stays, Frequency Alliance miles/credits are collected as outlined at www.priorityclub.com.
2. All stay activity within 56 hours prior to a member request will be posted to the account of the last Frequency Alliance requested. The terms and conditions of the specified Frequency Alliance program govern. SCH, its parent, subsidiaries, affiliates, franchisees and agents do not assume the liability for Frequency Alliance miles/credits or the terms and conditions of any other

Frequency Alliance program.

3. Frequency Alliance miles/credits are not redeemable for cash or any other form of credit and have no value until presented for redemption in accordance with the terms and conditions of the relevant Frequency Alliance program.
4. Priority Club[®] members choosing to collect Frequency Alliance miles/credits will be awarded the appropriate reward associated with each Frequency Alliance for hotel stays booked and paid at Qualifying Room Rates only. See www.priorityclub.com for specific amounts or call your regional Priority Club[®] Service Center.
5. SCH, from time to time, may include reward options from suppliers who operate their own frequency program ("Frequency Alliance") to Priority Club[®] members through membership communications. Frequency Alliances supplying offers to Priority Club[®] members, from time to time, are independent contractors. Nothing in any other materials related to the Program is intended or shall be construed as establishing any agency, partnership or joint venture relationship between SCH and Frequency Alliances, including without limitation the use of the word "partner". SCH, its parent, subsidiaries, affiliates, franchisees and agents are not responsible or liable for the conduct of Frequency Alliances and/or their programs or services, including, without limitation any changes or discontinuances of service by Frequency Alliances or other independent businesses that may affect the Program rewards, the collection of Priority Club[®] points, or the delivery of products or services offered by them.
6. SCH, its parent, subsidiaries, affiliates, franchisees and agents make no guarantees, warranties or representations and assume no liability for the terms and conditions or the conduct of a Frequency Alliance or other vendor's frequency program and shall not be liable for any loss, expense (including without limitation attorneys' or other legal fees), accident or inconvenience that may arise as a result of your participation in a Frequency Alliance program.
7. SCH is solely responsible for the provision of rewards within the Priority Club[®] Rewards Program.
8. For Priority Club[®] points that are converted to Frequency Alliance miles/credits in a Frequency Alliance program, the Priority Club[®] Rewards Program will be responsible only for arranging for the airline or other vendor to post the appropriate credit to your account. Following such posting, all risk of loss, bankruptcy, theft or dishonor will be borne by you, and there shall be no refund or conversion of Priority Club[®] points into any other reward option.

Once points are converted to Frequency Alliance miles/credits, they cannot be converted back to points or shifted to another Frequency Alliance program. A statement of that account will be issued by the specified Frequency Alliance program. Program participation will be governed by the terms and conditions of the specified Frequency Alliance program. If you choose to collect Priority Club[®] points, you may convert points to Frequency Alliance miles/credits only in block increments for specified Frequency Alliances as listed at www.priorityclub.com. Consult your Frequency Alliance program to determine Frequency miles/credits needed to obtain the airline reward of your choice.

9. Frequency/partner credits may be issued in currencies other than miles. See www.priorityclub.com for details on partner earning structure.

PRIORITY CLUB[®] POINT-COLLECTING PARTNERS

1. Point-Collecting Partners are independent contractors. Nothing in any other materials related to the Program is intended or shall be construed as establishing any agency, partnership, or joint venture relationship between SCH and Point-Collecting Partners, including without limitation the use of the word "partner". SCH, its parent, subsidiaries, affiliates, franchisees and agents are not responsible or liable for the conduct of Point-Collecting Partners and/or their programs or services, including without limitation any changes or discontinuances of their services, the collection of Priority Club[®] points, or the delivery of products or services offered by them.
2. For Terms and Conditions of alliances with individual partners and special limited time offers, visit www.priorityclub.com select your region and the point-collecting partner of interest for further information.

REWARDS (Regional Variations Apply)

1. All merchandise rewards are manufactured by independent suppliers, who may or may not issue standard warranties for their merchandise. For Americas, some gas-powered merchandise items cannot be shipped to California. Merchandise offers vary by region and country of residence.
2. All rewards are subject to limited availability, and to the terms and conditions and restrictions imposed by merchandise, travel or other suppliers. The number of points required for specific rewards are subject to change at any time. SCH

reserves the right to delete, add, modify or substitute rewards or award selections (of equal or greater value) in this Program at any time.

3. SCH, ITS PARENT COMPANY, SUBSIDIARIES, AFFILIATES, FRANCHISEES AND AGENTS MAKE NO GUARANTEES, WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO ITEMS OR MERCHANDISE, AND SHALL NOT BE LIABLE FOR ANY LOSS, EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES), ACCIDENT OR INCONVENIENCE THAT MAY ARISE IN CONNECTION WITH THE USE OF SUCH ITEMS OR AS A RESULT OF ANY DEFECT OR FAILURE OF SUCH ITEMS. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY DISCLAIMED.
4. Some reward certificates are fulfilled by Gift Certificate Center, a Hallmark company. Gift certificates are valid only at retail locations and have no cash value. Gift certificates cannot be returned or exchanged. Expired, lost or stolen gift certificates cannot be reissued. Gift certificate selections are subject to change without notice. Gift certificates cannot be applied as payment toward credit card purchases and are subject to the terms and conditions established by the merchant. Gift certificates are valid only in the United States, Puerto Rico and Canada as allowed by merchant and are void where prohibited.
5. All certificates are void where prohibited or restricted by law, and offers may be subject to government approval. Certain rewards may not be available in your locality due to legal or other restrictions. Unused certificates cannot be returned for credit after the expiration date printed on the certificate. In addition, certificates will not be replaced in the event of loss, theft or destruction. Priority Club[®] Rewards is not responsible for certificates or merchandise delayed in shipment or mail.
6. All reward certificates must be redeemed in accordance with the procedures specified on the certificate, reward information sheet or other procedures specified by Priority Club[®] Rewards. Reward certificates are only valid for the individual mentioned on the reward certificate and are not transferable. Reward certificates may not be exchanged, refunded, transferred or redeemed for cash or any other form of credit, and may not be used with any other discount, special offer or promotion (rate or coupon). Identification may be required for certificate redemption. Unused portions of partially redeemed certificates shall be considered void and fully redeemed. Change will not be given for partially

used certificates. Certificates must be used by the stated expiration date, or they will have no value and cannot be presented for redemption. Altered reward certificates and any certificates that are brokered or sold are void.

7. Points cannot be applied toward redemption of rewards in any other frequency program except as offered by SCH through the Priority Club[®] Program.
8. Rewards received through participation may be subject to tax liability, including, without limitation, foreign, federal, state and local taxes, surcharges, security charges and departure taxes. All tax liability, including and without limitation, disclosure connected with the receipt and/or use of rewards is the responsibility of the member.
9. **PERSONAL SHOPPER (available in the U.S.A. ONLY):** If you are interested in purchasing rewards that are not featured online or by special offer or promotion, call a Special Rewards Consultant at 1-800-253-0128. Some merchandise items may not be available due to vendor restrictions. Please call to find out if a specific item is available. Allow 5 business days from the time of the request to receive pricing quote. Allow 6 weeks from the time of ordering for merchandise to arrive. Merchandise items can be exchanged if they arrive in defective or damaged condition. You must have the total point value of the item in your account at the time of ordering. Cash payment supplements are not allowed. Individual manufacturer's terms and conditions apply. A minimum order of 25,000 points is required.
10. **In-Hotel Rewards (available at IHG Hotels in Europe, Middle East, Africa and Asia-Pacific regions only)** In-hotel reward certificates must be ordered in advance. Please allow 2 to 3 weeks for delivery after receipt of your order. In-hotel Reward certificates are redeemable at participating hotels only.
11. **WINE REWARDS (available only to residents in the European countries noted herein):** Delivery will be by road (truck) during the day and your signature will be required as proof of receipt. If you are not present, a note will be left with the date and time of final delivery. If you are still not present, a note will be left informing you where to pick up your reward. In the event of breakage during transport the broken bottle(s) will be replaced. You must check and inform the driver of any breakage at the time of delivery. No breakage will be replaced once the receipt is signed, if breakage is not indicated at that time. If the delivery is not as per your order, you must contact your regional Priority Club[®] Service Center within one month of delivery date. Wine can only be delivered to an address (not a P. O. Box number) within any of the following countries: Austria, Belgium, France, Germany, Ireland, Italy,

Luxembourg, The Netherlands, Portugal, Spain and the United Kingdom. Any taxes or similar charges connected with this offer are the responsibility of the member. If the wine, or vintage ordered by the member is no longer available, an equivalent alternative will be provided. Except in case of "force majeure", such as labor disruption or any other events beyond IHG's control, wine should be delivered within 4-6 weeks from receipt of your order.

12. **SPECIAL ACTIVITIES (for residents of the Europe, Middle East, Africa region only):** Experiences will be fulfilled in the form of a Red Letter Days Experience Voucher. Redemption of the Experience Voucher is subject to standard Red Letter Days terms and conditions <http://www.redletterdays.co.uk> as detailed on the Voucher. Experiences are subject to availability and do not include travel cost to and from destination in the UK, nor hotel accommodation, nor any meals or other incidentals, unless stated otherwise in the offer. Please allow 28 business days for receipt of the Experience Voucher. Member must have the full value of the package in Priority Club[®] points. Cash payment as a supplement is not permitted. Experience Vouchers cannot be returned for a refund in points, cash or credit.
13. **Any Hotel, Anywhere Rewards:** If you select a "PCR Any Hotel, Anywhere" stored-value card (the "Card") to be issued by American Express Incentive Services, L.L.C. ("AEIS") as a reward under the Program, any obligation that SCH may have to you in connection with the points redeemed for the Card will be fully discharged upon your receipt of the Card from AEIS. You expressly acknowledge and agree that SCH will have no control over, and no liability whatsoever in connection with, the Card. The "points to points" conversion ratio between PCR points and AEIS points may change at any time at SCH's complete discretion.

HERTZ REWARDS

All reward certificates for Hertz rentals must be ordered by 31 December 2007 and are valid for one year from date of issue. Rentals are for car classes as stated on the reward certificate.

1. Standard rental qualifications, rental period and return restrictions in effect at time and place of rental apply. Advance reservation directly through Hertz is

required.

2. Cars must be returned to the original renting location or the reward will be voided and normal rate/drop charge applied.
3. Certificates are non-transferable and must be presented at time of rental pickup.
4. The following charges are not included as part of the reward and must be paid for by the renter: taxes, airport fees, vehicle licensing fees and similar surcharges, additional days, applicable charges for excess mileage, optional refueling charges, Loss Damage Waiver (LDW), Personal Accident Insurance/Personal Effects Coverage (PAI/PEC), Liability Insurance Supplement (LIS), and other optional services as well as any additional charges that may apply for drivers under 25 years of age.
5. If an upgrade to a higher car class is chosen, any difference in rates is the responsibility of the renter.
6. Minimum rental age is 25 (exceptions apply).
7. All rentals are subject to Hertz' standard rental agreement, driver's license and credit requirements, as well as car availability at the time and place of rental.
8. Hertz reserves the right to limit the number of cars available for reward certificate usage. Blackout dates may apply.
9. Renter may not collect frequent traveler bonus miles/ Priority Club[®] points when using car rental reward certificates awarded through Priority Club[®].
10. Certificates may not be combined with other Hertz rewards from Priority Club[®] and may not be used in conjunction with other certificates, other promotional offers, travel industry discounts, tour rates or any other Hertz special discounts or promotional rates.
11. A reward must be used on consecutive days only and any unused portion will be forfeited.
12. Void where prohibited by law.

AMERICAN AIRLINES

1. American Airlines awards will be issued in the form of AAdvantage miles. You must be enrolled in the AAdvantage program to receive award miles; to enroll call 1-800-882-8880. A total of 25,000 miles will be issued for travel within the continental U.S.; 35,000 miles will be issued for travel from the continental U.S. to Hawaii; 30,000 miles will be issued for travel from the continental U.S. to Mexico; 60,000 miles will be issued for travel from the

continental U.S. to Europe. Once redemption is complete, contact American Airlines to book the award direct at 1-800-882-8880. For miles redemption, please allow 4-6 weeks for your miles to post to your account.

2. All flight awards entitle a member to round-trip or one-way travel unless otherwise noted. (Immigration laws in some locations require proof of onward or return travel) AAdvantage flight awards may not be combined with other AAdvantage flight awards, and also may not be used in conjunction with any other promotion, coupon, discount or special offer, and are void where prohibited by law.
3. Once you have the award ticketed, you will have one year from the date of ticketing to fly, unless otherwise stated.
4. AAdvantage flight awards are subject to, and the passenger is responsible for, any applicable departure taxes, federal inspection fees, passenger facility charges, and/or other charges.
5. Flight awards on American Airlines, American Eagle[®], and our airline participants may be subject to special limitations on seating availability. Reservations for flight awards will be accepted, and you will have a confirmed seat, as long as award seats are still available for the award you are using when you make your reservation. However, all accommodations are subject to availability at the time reservations are made.
6. Program violations, fraud or abuse in relation to AAdvantage mileage credit or award usage is subject to appropriate administrative and/or legal action by appropriate governmental authorities and American Airlines including, without limitation, the forfeiture of all award certificates, tickets issued against award certificates and any accrued mileage in a member's account, as well as cancellation of the account and member's future participation in the AAdvantage program.
7. American Airlines reserves the right to change the AAdvantage[®] program rules, regulations, travel awards and special offers at any time without notice, and to end the AAdvantage[®] program with six months notice. Any such changes may affect your ability to use the awards or mileage credits that you have accumulated. American Airlines is not responsible for products or services offered by other participating companies. For complete details about the AAdvantage[®] program, visit www.aa.com.
8. American Airlines and AAdvantage are registered trademarks of American Airlines, Inc.

REWARD ORDER PROCEDURES

1. You can redeem your Priority Club[®] points for rewards at www.priorityclub.com or by calling the Service Center in your region. Rewards shown online may be redeemed while they remain available.
2. You must have the required number of Priority Club[®] points in your account prior to redeeming points for a reward.
3. To ensure the security of your account, reward orders by phone and by mail will be accepted from you only with proper verification and shipped only to your address on file. All mail-in and fax-in reward orders require your signature.
4. Information sheets containing specific product/service details, warranties and any restrictions are available for selected merchandise by calling your regional Priority Club[®] Service Center. It is important to check this information prior to redeeming your reward. Certain restrictions may apply (particularly on travel-related rewards), such as blackout dates, day-of-week usage, seating or room availability/allocation, participating locations, expiration dates and other factors that may affect your use of the reward.
5. You will receive all in-stock rewards within 14 business days from receipt of your order, or you will receive an acknowledgment stating the anticipated delivery date. Allow 5 extra working days for delivery of mail-in orders. If your merchandise order requires truck shipment, you will be contacted to make arrangements for delivery. Shipments can neither be made outside the United States nor to a Post Office box. Express delivery not available for certain items.
6. A merchandise reward can be exchanged if it arrives in defective or damaged condition. Please call the Priority Club[®] Rewards Service Center to receive instructions about how to return such merchandise. In such an event, all carton and packaging materials, warranty cards, parts and instructions must be returned. Be sure to note any and all exceptions, damages or shortages on all copies of the delivery receipt before signing to accept freight shipment. Defective or damaged merchandise must be returned within 90 days of redemption.
7. Manufacturers' technical advances may necessitate shipment of updated models with no increase in points required.

POINT VOUCHERS

1. Priority Club[®] members who collect airline miles with participating airlines

will have their Voucher Points converted to miles in the following denominations: 1,000 points = 250 miles; 2,000 points = 500 miles; 5,000 points = 1,250 miles; 10,000 points = 2,500 miles, subject to the standard terms and conditions of the applicable frequent flyer program. Participating airlines are listed in full at priorityclub.com. Participating airlines may vary.

2. Canadian Priority Club[®] members who collect AIR MILES[®] reward miles with the AIR MILES[®] Reward Program will have their Voucher Points converted to reward miles in the following denominations: 1,000 points = 25 reward miles; 2,000 points = 50 reward miles; 5,000 points = 125 reward miles; 10,000 points = 250 reward miles, subject to the standard terms and conditions of the AIR MILES Reward Program.
3. Allow 6-8 weeks for Points to be deposited to your account if you mail in your voucher. For internet deposits, Points will be deposited immediately into your account. Allow 6-8 weeks for miles to be deposited to your preferred alliance account.
4. Vouchers are distributed on a promotional basis only. Vouchers create no legal or contractual rights of Voucher holder against SCH, its parent company, subsidiaries, affiliated or allied companies, franchisees, agents or owners of participating hotels. Vouchers have no cash or refund value to holder and are not redeemable for cash.
5. Vouchers may not be transferred, sold or bartered. Only original Vouchers will be honored. Stolen, lost, defaced or destroyed Vouchers will not be refunded or replaced.
6. SCH kindly requests redemption by the "Deposit/Mail By" date listed on the front of this Voucher to facilitate administrative and record keeping processes.
7. It is suggested you retain a copy of your voucher for 6 months or until your deposit appears on your statement, or account record on priorityclub.com.

PRIORITY CLUB[®] REWARDS SERVICE CENTERS

US & Canada: 1-888-211-9874

Mexico: 001-800-272-9273

Central America, South America and Caribbean:

English: 1-801-975-3063 (toll charges apply)

Spanish: 1-801-975-3013 (toll charges apply)

Europe, Middle East & Africa: +44 870 607 2582 (toll charges apply)

Asia Pacific: (toll charges apply)

Australia: +61 29935 8362

China: +86 20 3419 9821

Japan: +81 3 3552 4640

Email: priorityclub@ichotelsgroup.com

InterContinental Ambassador Service Center

Global: +44 870 400 9099

Email: ambassador@priorityclub.com