



ACCOR VACATION CLUB ASIA PACIFIC

Product Disclosure Statement

VALID FROM MARCH 2025

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Welcome home

ACCOR VACATION CLUB ASIA PACIFIC ESCAPE THE ORDINARY. HOLIDAY EXTRAORDINARY.

Welcome to Accor Vacation Club Asia Pacific – your key to unlocking exceptional holiday experiences across Asia Pacific, and beyond.

Accor Vacation Club Asia Pacific is developed and managed by Travel and Leisure International (HK) Limited, the world's largest vacation ownership company with over 800,000 members worldwide – and the biggest name in the industry.

Every holiday is an opportunity to create cherished memories with your loved ones. Accor Vacation Club Asia Pacific welcomes you with the warm hospitality and upscale experiences you would expect at an Accor-branded property.

Join Accor Vacation Club Asia Pacific and start living your life to the fullest today!

Barry Robinson
President and Managing Director,
International Operations,
Travel + Leisure Co.



Corporate Directory

CLUB PROPRIETOR

AVC AP (HK) Limited (BRN 77756498) ("ClubCo") is a company incorporated in Hong Kong with its registered office Unit 604-08, 6/F Wing On Centre, 111 Connaught Road Central Sheung Wan Hong Kong. ClubCo has formed and owns the proprietary Points-based timeshare club known as "Accor Vacation Club Asia Pacific" or "The Club". ClubCo is wholly owned by The Trustee.

CLUB DEVELOPER AND MANAGER

The Club Developer ("Developer") and Club Manager ("Club Manager") is Travel and Leisure International (HK) Limited BRN 63817036, which is a private limited company incorporated in Hong Kong with its registered office c/o Baker & McKenzie, 14th Floor, One Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong.

TRUSTEE

The Trustee of the Club ("The Trustee") is First National Trustee Company (Hong Kong) Limited (BRN 64207529), a company incorporated in Hong Kong with its registered office at Unit 604-08, 6/F Wing On Centre, 111 Connaught Road Central Sheung Wan, Hong Kong. The Trustee is independent of the Developer and Manager and holds all the shares in ClubCo pursuant to a trust deed entered into between the Trustee, the Developer and ClubCo. The Trustee is a subsidiary of First National Trustee Company, a global provider of business solutions and legal structures for resort developments.

TRAVEL + LEISURE CO. THE STRENGTH OF A GLOBAL LEADER

Welcome to the world's largest developer and marketer of vacation ownership.

Travel + Leisure Co. is the world's largest vacation ownership company with over 800,000 member families worldwide and more than 275 resorts in the United States, Canada, Mexico, Thailand, Indonesia, Japan, Europe, Fiji, Australia, New Zealand and elsewhere.

We open the window to a world of travel. We celebrate the joy of the journey and the delight of the destination.

Travel and Leisure International (HK) Limited – (“the Developer”)

Travel and Leisure International (HK) Limited is part of Travel + Leisure Co. and is the Developer of Accor Vacation Club Asia Pacific. Its role as Developer is to provide the funds needed to acquire, renovate or develop Club Apartments to place into Accor Vacation Club Asia Pacific free of any mortgages and charges.

The Developer has borne the cost of registration of Accor Vacation Club Asia Pacific as a proprietary club in Hong

Kong and the expenses of this Product Disclosure Statement. The Developer, with the co-operation of ClubCo, may establish from time-to-time various benefits as described in Section 7.0 of this Product Disclosure Statement. These Developer benefits are separate and distinct from Member benefits provided by Accor Vacation Club Asia Pacific. The Developer, in addition to the above, may add, modify or remove any Developer benefits. See page 8 for an overview of Club and Developer benefits.



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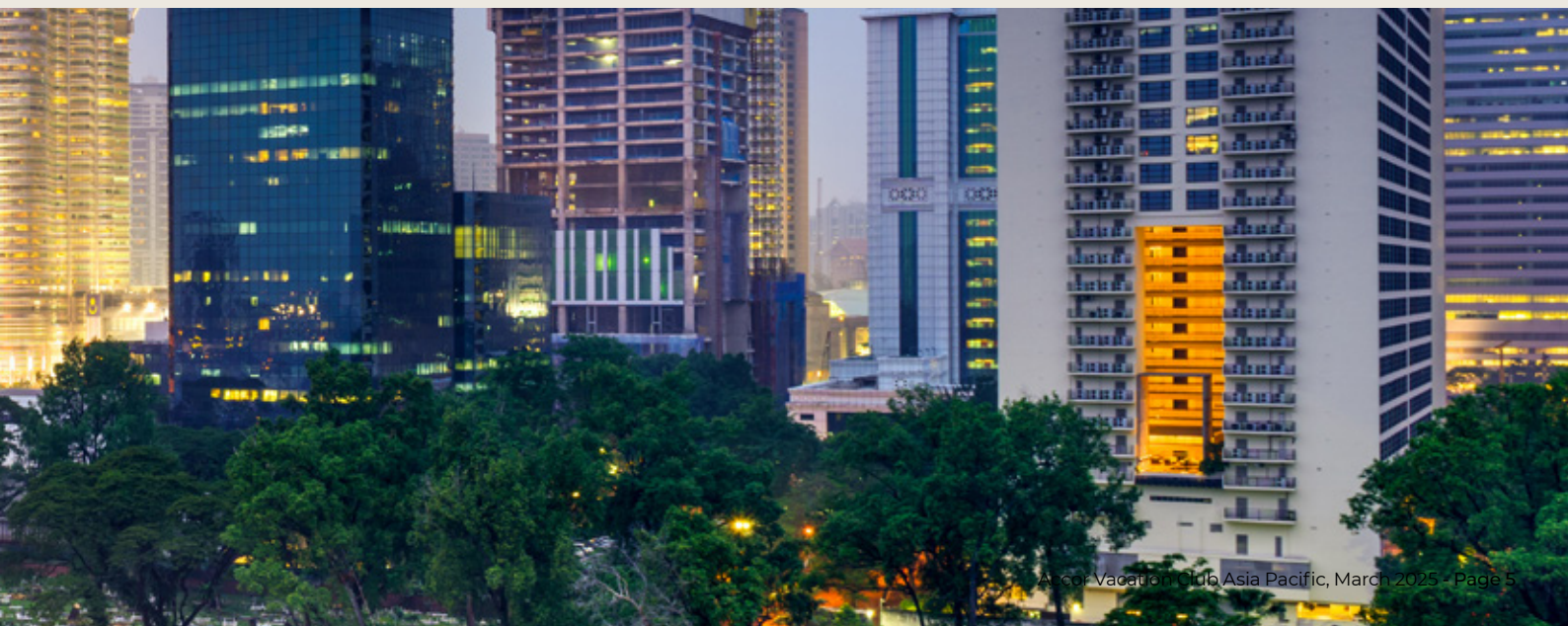
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1.0 WHAT IS ACCOR VACATION CLUB ASIA PACIFIC?

Accor Vacation Club Asia Pacific is an innovative vacation ownership club enabling you to own your future holidays across Asia Pacific.

This Product Disclosure Statement (PDS) explains the benefits, features, and obligations of Accor Vacation Club Asia Pacific membership, including the Club's flexibility and ease of use, protection from inflation and an extensive variety of destinations.

The Club is not designed to provide members with financial returns – you should not rely on this lifestyle product for profits.

However, the Club is designed to make your holidays extraordinary, providing a high standard of service and accommodation, and helping to create memories that last a lifetime.

The Developer has protected Members' rights to the Club's property by placing all Club Property, which includes the shares in ClubCo, with the Trustee, an independent, professional trust company, while all the Club Resorts and Apartments are held by ClubCo, a subsidiary of ClubCo or a nominee trustee appointed by ClubCo.

The Constitution of the Club does not allow ClubCo to place any charge or mortgage over its beneficial or legal interest in the properties in the Club – thereby safeguarding Members' rights.





1.1 HOW WILL THE MEMBERSHIP WORK FOR ME?

When we take our annual holidays and short breaks, we typically rent rather than own our accommodation, because it's hard to justify the high investment and upkeep of owning a holiday home.

Inflation is an ever-present factor in increasing the cost of standard holiday accommodation practically every year. Owning your holidays is your way to avoid worrying about future accommodation price increases.

During the life of an average person or family, money spent on the rental of holiday accommodation can be quite substantial. By using their Member Points, Members of Accor Vacation Club Asia Pacific will pay a once-only acquisition cost plus an Annual Levy to own their holidays year after year.

As an Accor Vacation Club Asia Pacific Member, you can turn the dollars otherwise consumed by rentals into the advantage of usage rights of a growing network of quality Accor Vacation Club Asia Pacific Resorts.

As a Member, you have secure rights to future holidays, not only for yourself, but for your family as well, for the life of the Club.

1.2 WHAT DOES ACCOR VACATION CLUB ASIA PACIFIC OFFER?

Accor Vacation Club Asia Pacific differs from traditional timeshare thanks to its innovative system based on the use of Member Points. Compared to restrictions imposed by traditional timeshare (where you are limited to the same week, at the same time of year, in the same apartment, at the same resort), Accor Vacation Club Asia Pacific Members enjoy access to any of the current Club Resorts, plus any Resort locations added to the Club in the future. Depending on the number of Member Points you own, and subject to availability, holidays can be taken whenever you like during the year, in a variety of Apartment sizes, for as long as you want.

1.3 HOW DOES THE CLUB WORK?

Club Members acquire Member Points that give them the right to stay in Accor Vacation Club Asia Pacific Apartments.

1.4 TYPES OF MEMBERSHIP

There are two classes of Points, or types of Club Membership:

1. Member Points
2. Developer Points

Developer Points are those points held by the Developer and not issued to a Member.

Membership continues until the expiry of the Club, and:

- (a) Entitles the Member to Points usage in all present and future Club Apartments;
- (b) Permits the Member to carry over for use in the next year unused Member Points, which extend the life of the Points to a maximum of two years, and to borrow Member Points from the coming year;
- (c) Can be purchased with an instalment plan at the Developer's discretion and may be subject to additional payment terms;
- (d) Allows Members to make reservations using their Member Points at Club Resorts up to 12 or 14 months in advance (depending on Membership Tier);
- (e) Gives Members access to benefits provided by the Developer, depending on the Membership Tier (or number of Points held); and
- (f) Entitles Members to share any net sale proceeds on the winding up of the Club.

Membership Tiers - Classic, Premium, Global Traveller, Diamond and Elite

There are different tiers of Membership ("Membership Tiers"). The Club Rules may be different for different Membership Tiers. The Developer provides additional benefits to Members, and the Developer benefits available also depends on the Membership Tier (or number of Qualified Points held) as determined from time to time by the Developer.

The Benefits Summary sets out all the benefits available to Members and Membership Tier as at the date of this PDS.

Developer benefits are only available to Members who purchase directly from the Developer or its agent. If Members sell their Membership, the Developer has the discretion whether or not to provide the Developer benefits to the new Member.

Benefits Summary

TIER	RULE NO.	BENEFITS	CLASSIC 3,000 to 4,000 points	PREMIUM 5,000 to 9,000 points	GLOBAL TRAVELLER 10,000 to 19,000 points	DIAMOND 20,000 to 39,000 points	ELITE 40,000+ points
ELITE	26	Convert 50% of points annually to ALL Reward points					●
	25	8 x ALL Reward Points conversion rate					●
DIAMOND	24	Convert 50% of points annually to ALL Reward Points				●	●
	23	6 x ALL Reward Points conversion rate				●	●
	22	Access to Luxury Hotels Select Program				●	●
	21	Daily full clean				●	●
GLOBAL TRAVELLER	20	Accor Plus Gold membership			●	●	●
	19	Convert 25% of points annually to ALL Reward Points			●	●	●
	18	5 x ALL Reward Points conversion rate			●	●	●
	17	Access to Upscale Hotels Select Program (PME Brands)			●	●	●
	16	Dedicated Priority VIP Concierge Line			●	●	●
	15	Waived Hotels Select Booking Fees			●	●	●
	14	Welcome drink			●	●	●
	13	Priority welcome			●	●	●
	12	Late check-out			●	●	●
PREMIUM	11	Accor Plus Silver membership		●	●	●	●
	10	Access to Hotels Select Program (Economy Brands)		●	●	●	●
CLASSIC	9	*Exchange Program Access	●	●	●	●	●
	8	AVC Travel Program	●	●	●	●	●
	7	ALL Membership	●	●	●	●	●
	6	Flexi Levy (year two onwards)	●	●	●	●	●
	5	Daily refresher clean	●	●	●	●	●
	4	ALL member rate	●	●	●	●	●
	3	Free Wi-Fi	●	●	●	●	●
	2	ALL exclusive offers	●	●	●	●	●
	1	ALL partner benefits	●	●	●	●	●

*Developer will fund the first three years of exchange membership.

KEY

Developer Benefit
Club Benefit

TOPIC	ACCOR VACATION CLUB ASIA PACIFIC	WHERE TO FIND MORE INFO IN THIS PDS
What is Accor Vacation Club Asia Pacific?	The Club differs from traditional timeshare and offers you the ability to own Member Points that can be used to holiday at any of the Club Resorts instead of being restricted to the same apartment, for the same length of stay, at the same time of year. Travel and Leisure International (HK) Limited, the Developer and Club Manager of Accor Vacation Club Asia Pacific ("the Club") is part of the Travel + Leisure Co. family, which includes the world's largest Vacation ownership and exchange company with over 800,000 Owners.	Section 1
What is the life of the Club?	The term of the Club expires on 30 June 2045.	Section 1
What is being offered?	The opportunity to purchase interests ("Member Points") in the Club.	Section 1
What are Member Points?	Member Points are renewed annually and are used in exchange for accommodation at a Club Resort or other benefit as chosen by you, subject to the number of Member Points that you own and benefit availability.	Section 1
Where can I holiday?	Members have access to all Club Resorts, plus resorts in the Hotels Select Program (subject to Membership Tier) , as well as access to more than 3,200 resorts around the world through Interval International. The Developer will provide a complimentary Interval International membership to all Members upon first joining the Club when they purchase their Points from the Developer (or its agent).	Section 2
What types of Club Apartments does the Club own?	The Club owns or provides Members access to varied types of quality Apartments that accommodate different numbers of guests from studio/hotel suites to three bedroom apartments. Apartments are maintained to high standards and we maintain capital reserves for refurbishment, replacement and major repairs.	Section 3
How many Member Points do I need?	Each Club Apartment has been assigned a Points value depending on the location of the Resort, size of the Apartment, length of stay and date of stay. The Points value of every Club Apartment is set out in the current Accor Vacation Club Asia Pacific Resort Guide. The number of Member Points you require will depend on your individual holiday needs.	Section 1
Will the number of Member Points increase?	The total number of Points allocated to each Club Apartment can never be increased. The number of Points allocated for different day of the week and different season of each calendar year can change as long as the total number of Points allocated is not increased.	Section 1
Do I need to purchase a minimum number of Member Points?	A Member must hold a minimum of 3,000 Member Points. There is no maximum number of Member Points that you can acquire. However, the minimum amount of Points offered by the Developer may change from time to time.	Section 1
Who is the issuer of this PDS?	ClubCo issues this PDS and all Member Points.	Section 1

TOPIC	ACCOR VACATION CLUB ASIA PACIFIC	WHERE TO FIND MORE INFO IN THIS PDS
What are the significant benefits of the Club?	• Vacation ownership provides a lifestyle opportunity for you to own your future holidays. • Flexibility of choice of Club Resort or other benefit including length and time of stay based on the number of Member Points that you own. • Members have the ability to save and borrow Member Points from preceding and succeeding years to increase your available Member Points. • Flexi Levy benefit which means you only need to pay Annual Levies for the years you want to use your Membership (excluding first year of Membership). • Members can participate in additional opportunities offered by the Developer at its discretion from time to time. • You can use your Member Points yourself or share the use of your Member Points with family, friends and associates. • An independent trustee, First National Trustee Company (Hong Kong) Limited holds the issued share capital in ClubCo. ClubCo, its subsidiaries (which are or will be wholly-owned by ClubCo) or a nominated trustee will hold the beneficial interest in Club Apartments, for the sole and absolute benefit of Club Members.	Section 5
Is there a cooling-off period?	Yes, there is a cooling-off period in accordance with local laws where the Member Points are purchased.	Section 8
Other things you need to know?	• The ongoing costs incurred in operating the Club and the Club Resorts require Members to pay Annual Levies. • If you do not pay your Annual Levies, and you have not nominated to use Flexi Levy, you will be unable to use your Member Points and they may be forfeited. • Levies are subject to an annual increase which is limited to a maximum increase as described in Section 5.2. • The growth of the number of Club Apartments available to Members is dependent upon the sale of Member Points to the general public. • Accommodation and other benefits are subject to availability, therefore you may not be able to stay at your preferred locations at your preferred times. • Additional benefits are offered from time to time to Members by the Developer and the Developer has sole discretion in providing those benefits and can withdraw or change the terms of the benefits at any time without notice. • Member Points are a lifestyle product designed to facilitate experiences, not returns or profits, for Members of the Club. You should not expect to recover the amount (or any part of the amount) you have paid for the Member Points in the Club, nor should you expect that over any period of time the resale price should remain stable or increase over time. • Member Points are not an investment product. However, Members will receive a beneficial interest in the Club's assets when you purchase Member Points and will be entitled to a distribution of any net sale proceeds from the Club assets on winding up of the Club.	Section 5

TOPIC	ACCOR VACATION CLUB ASIA PACIFIC	WHERE TO FIND MORE INFO IN THIS PDS
Do I have to pay Annual Levies every year?	Annual Levies are payable by all Members and cover the actual expenses of the Club each year to ensure the upkeep, maintenance and repair of the Club Apartments. However, from the second year of Membership, all Members have the option to take a break from paying Annual Levies and take advantage of the Flexi-Levy benefit. This means that Members only need to pay Annual Levies when they want to use their Membership.	Section 3
Can I sell my Member Points?	Yes. You have the right to use, rent, lend, will, gift, sell or transfer your Member Points and your Membership. However, it is important to remember that Member Points are not designed to generate any financial return, gain or profit for Members of the Club. The purchaser of your Points may not receive Developer benefits, as this is at the discretion of the Developer.	Section 1
How long do I have to use the Member Points?	Members are credited with the same number of Member Points each year for use within two years. Reservations and stays must commence before the expiration of the Points (i.e. within two years of issue).	Section 1
What are the fees and charges?	Other than the purchase cost, Members may be required to pay an Application Fee to set up their Membership, and are required to pay Annual Levies to cover the cost of operating the Club, any Special Levies that may be applied and any service fees on Executive Locations.	Section 3
How do I become a Member?	You must complete the application form and provide payment for the number of Member Points you wish to purchase.	Section 1
Defined Terms	See the Defined Terms at the back of the PDS for explanation of the terms used in this PDS.	
Contact details	See the Corporate Directory at the back of this PDS.	



1.5 HOW DO I JOIN THE CLUB?

To apply to become a Member of the Club, you must complete the relevant Application Form and pay the applicable Application Fee and deposit to the Developer.

1.6 HOW EASY IS IT TO USE MEMBER POINTS?

As a Club Member, you acquire a specific number of Member Points, to use at any of the Club Apartments depending on the number of Member Points you have available and Club Apartment availability.

The Club's Points system works much like a traditional bank account. When you become a Member, your Member Points are deposited into your personal Accor Vacation Club Asia Pacific account, ready for immediate use.

When you make reservations, the number of Member Points needed for that particular reservation is automatically withdrawn.

Every year on your Anniversary Date of Membership, your account is again credited with the full number of Member Points you own unless you have borrowed from your next year's allocation.

You can choose to use your Member Points as follows:

- **SAVE** some or all of your Member Points for two years to extend your holiday time the following year. You can carry over your unused Member Points for use in the following year.

- **BORROW** some or all of your Member Points from the upcoming year to extend your holiday time in the current year, as long as you have paid the Annual Levy for the upcoming year.

If you choose to exercise the Flexi-Levy benefit, you will not be able to use your Member Points issued during the calendar year (or years) you have selected.

1.7 HOW MANY MEMBER POINTS DO I NEED FOR EACH APARTMENT?

The number of Member Points you need to stay in a particular Club Apartment will depend on the assigned Daily Points Value.

Each Club Apartment has been assigned a Daily Points Value, which are listed in the latest Accor Vacation Club Asia Pacific Resort Guide ("Resort Guide"), which can be viewed at accorvacationclubAP.com

The Daily Points Value of each Club Apartment depends on:

1. The time of year;
2. The number of bedrooms in the Club Apartment;
3. The day of the week;
4. The location of the Resort; and
5. Any other factors that ClubCo considers relevant.

SAVING AND BORROWING MEMBER POINTS



You can calculate the number of Member Points needed by referring to the Resort Guide, which can be viewed at accorvacationclubAP.com or by calling Member Services.

1.8 HOW DO I KNOW WHAT SIZE APARTMENT I NEED?

Club Apartments are designed to accommodate a certain number of Guests with maximum occupancy limits.

Check with Member Services or Reservations for specific details, as there are some variations.

When you have visitors at the Resort, make sure that you do not exceed the room's occupancy limit.

1.9 HOW DO I MAKE A RESERVATION?

Reservations are made on a first to book, first served basis and are subject to availability. Classic and Premium Membership Tier are able to make reservations up to 12 months in advance of the first day of their stay at Club Resorts, and Global Traveller and above Membership Tier may reserve stays up to 14 months in advance of the first day of stay at Club Resorts. The first day of any stay must commence before the Membership Points expire i.e. within two years of issue.

Advance booking windows are available to give Members, who are able to confirm their accommodation requirements in advance, every opportunity to obtain Club accommodation at their preferred location at their preferred time.

Reservations may be made by calling Member Services. As availability is subject to demand and seasonal constraints, you may not be able to obtain accommodation at your preferred location at your preferred time. Hence, the earlier you make your reservations, the higher the probability of obtaining your preference. Under the Constitution, ClubCo must ensure that there is sufficient accommodation available to satisfy all issued Member Points in any given year.

ClubCo satisfies this obligation by its allocation of Member Points when each Club Apartment is brought into the Club.

The allocation of Member Points is calculated for each Apartment for different seasons of the year and on different days of the week, determined by or in accordance with recommendations made by the Developer and in consideration of the factors listed in Section 1.7.

For reservation requests, the order of priority will be determined by the time of processing the reservation. It is recommended that all reservations be booked by calling Member Services. ClubCo will not be responsible for lost documents or timeliness of requests for reservations when they are sent by email or mail.

Club Apartments are assigned to Members based on the set date of the reservation, not the time of check-in. Some Club Apartments with special features (such as preferred views) may be ranked using the Best Fit System so that earlier reservations have priority of assignment.

UNDERSTANDING POINTS CHARTS

When planning your holidays, it is important to remember that the number of Member Points required to book a resort will be determined by 1, 2, 3 and 4 below. Refer to the Novotel Bali Nusa Dua example:

1 RESORT LOCATION

The location of the resort.



2 TIME OF YEAR

The season that you wish to book in:

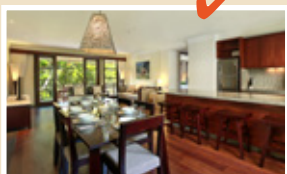
- High Season
- Mid Season
- Low Season

High
Mid
Low

3 ROOM TYPE

The Apartment size you desire (e.g. Studio, One-Bedroom, Two-Bedroom, Two-Bedroom-Deluxe or Three-Bedroom).

Please note the number of people that each type of Apartment can accommodate – limits may not be exceeded.



4 DAY OF THE WEEK

The days of the week you will be reserving.

2 Bedroom Deluxe Apartment							
Season	Weekly	Mon	Tues	Wed	Thurs	Fri	Sat
High	7,000	840	840	840	840	1,400	1,400
Mid	5,000	600	600	600	600	1,000	1,000
Low	3,100	372	372	372	372	620	620

Sleeps up to 6 people (1 king, 1 king, 1 sofa bed*)

Example only.



A Member may have and use as many reservations as possible depending on the number of Member Points owned.

When making reservations, it is important that Members refer to the Club Guidelines provided to them in order to consider the booking windows, minimum night stays and other necessary information. The table below is a brief summary of the minimum and maximum stays at Club Resorts.

1.10 HOW DO I CANCEL A RESERVATION?

We recommend that you make all cancellations by telephone. ClubCo will not be responsible for lost documents or timeliness of a cancellation when it is sent by email.

If a reservation is cancelled in less than the time periods listed below, the Member will forfeit the Member Points used to make the reservation.

FOR BOOKINGS MADE:	NO PENALTY IF CANCELLATION IS RECEIVED NO LATER THAN:
14 months to 61 days in advance	30 days before use
60 days to 15 days in advance	10 days before use
14 days to 48 hours in advance	48 hours before use
48 hours to 0 hours in advance	No refund allowed

RESTRICTION	DETAILS OF RESTRICTION
Mid and Value Season	No minimum night stay applies
High Seasons	Two night minimum stay applies on any Weekend Only* stay, unless only one of those nights is available. *Weekend Only stay is a stay on Friday and/or Saturday nights only.

1.11 GUESTS AND VISITORS

You are welcome to have relatives or friends either stay with or visit you, or stay with your permission at a Club Apartment in your absence. Please be aware that you are responsible for:

- The behaviour of your Guests;
- All charges for the use of additional services and consumables incurred by your Guests; and
- Your Guests' compliance with the Club's Guidelines and any costs and charges resulting from damage to the Resort by your Guests.

You and your Guests are welcome to invite visitors to a Club Apartment but those visitors may only be at that Club Apartment whilst in your or your Guest's company. If they are staying at the Club Apartment, total occupancy must not exceed the occupancy limit of your Club Apartment.

1.12 MAY I RENT OUT MY MEMBER POINTS RESERVATIONS?

As a Member, you can make a Member Points reservation and then give or rent it to another person subject to the Club Guidelines. At the time of your reservation you need to advise the Club of your Guest's name and then provide the reservation confirmation to your Guest.

You may charge a Guest any amount for the use of your Member Points however you are not permitted to rent or use your Points reservation for any ongoing commercial enterprise or purpose.

You should also ensure that your Guest is aware of the Club Guidelines. As a Member, you are responsible for the actions of those persons to whom you rent or allow the use of the Club Apartment during the time they occupy the Apartment. You must also comply with any restrictions imposed by the Developer.

The Developer is also entitled to make reservations for Apartments using Developer Points and to rent out the reservations to members of the public and to receive the net proceeds.

1.13 CAN CLUBCO RENT OUT CLUB APARTMENTS?

ClubCo is not in the business of renting Apartments to the general public. However, ClubCo may rent Club Apartments in excess to Members' needs in accordance with the Club's Guidelines.

1.14 CAN I SELL OR TRANSFER MY MEMBER POINTS?

You may sell or transfer your Member Points by private agreement. A person becoming entitled to any Member Points in consequence of death or bankruptcy may elect either to be registered themselves as a Member or to have a person nominated by them registered as transferee of the Member Points. Member Points may be transferred entirely or partially at any time during their term and without limitation to the number of transfers subject to the following terms:



- An administration fee payable to ClubCo will be charged by ClubCo for each transfer of Member Points. The transferring parties are responsible for any other costs and taxes (if any) associated with transferring the Member Points.
 - ClubCo will not transfer Points if there are any outstanding amounts payable on your Membership.
 - If you transfer part of your Member Points, after the transfer, both you and the transferee must each hold the Minimum Membership.
 - The transferee is bound by the terms of the Constitution and the Club Guidelines.
 - A transferee who acquires Member Points other than as a consequence of death, bankruptcy or from an immediate family member, will, unless permitted by the Developer, not be entitled to any of the benefits offered by the Developer (as described in Section 7.0). Such Points are known as Non-Qualified Points.
 - The transferee must satisfy all qualifications to be a Member and, if the Member Points are being paid by instalments through a facility provided by the Developer, meet any applicable credit requirements.
 - Both transferor and transferee must use whatever form or mechanism of transfer ClubCo from time to time may require (e.g. paper-based transfer form, electronic or other technological means).
- Until otherwise advised by ClubCo, paper-based transfer forms are required to be signed by both transferor and transferee, witnessed as required and delivered to ClubCo. Transfer forms are obtainable from ClubCo upon request.
- Neither the Developer nor ClubCo is obliged to re-purchase Member Points however ClubCo will assist you in documenting any transfer of your Member Points to another person.
 - ClubCo reserves the right (in its absolute discretion) to refuse to register any transfer of Member Points.
 - ClubCo and its associates do not operate a redemption service for issued Member Points.
 - Member Points are not a financial investment product and are not intended to provide financial returns. They offer holiday lifestyle opportunities, and as such, there is a limited market for the resale of issued Member Points. Generally, Members should not expect to recover the amount they originally paid for their Member Points nor should they expect that over time the resale price will remain stable or increase relative to the price they originally paid.





2.0 WHERE IN THE WORLD CAN THE CLUB TAKE ME?

Members currently have access to Club Resorts, plus Hotels Select Program throughout Asia (subject to Membership Tier), as well as access to more than 3,200 resorts around the world through a 3-year complimentary membership with Interval International when first joining the Club provided they purchase their Points from the Developer or its agent. See the Resort Guide for further details.

3.0 FEES AND OTHER COSTS

The below table shows fees and other costs that you may be charged.

You should read all the information about fees and costs, as it is important to understand their impact on your interest in the Club.

TYPE OF FEE OR COST	AMOUNT	HOW AND WHEN PAID
Application fee The fee to join the Club or purchase additional Member Points	USD\$149 (excluding any GST/VAT/Consumption Tax if applicable)	Paid by you when you make an application to join the Club or purchase additional Member Points
SERVICE FEES		
Late fee for any reminder notice sent to you	USD\$15.00	
Interest on outstanding levies	15% per annum calculated from the due date to the date of payment (e.g. For outstanding levies of USD\$500 or more, you may be charged USD\$0.21 interest for each day they remain outstanding)	
Return cheque charge for each dishonoured, returned or rejected payment	USD\$25.00	

Membership Points:

The cost of purchasing Member Points depends on the number of Points purchased. The amount of the Annual Levy also depends on the number of Points purchased. The purchase cost of Member Points is calculated and ordinarily provided to all persons who express an interest in becoming a Member after attending a detailed presentation on the Club. However, further information regarding the cost of purchasing Member Points and the amount of Annual Levy payable will be provided upon request.

Transfer Fees:

Administration fees may be payable when you request a transfer or change to your Membership. The current fees payable are set out in the below table:

FEE OR CHARGE	AMOUNT	WHEN PAYABLE
Deceased Estate transfer	Free	When requesting a transfer of Membership due to the death of the current Member.
Add or remove Member	USD\$100.00	When requesting a Member to be added to, or removed from, the Membership.
Transfer of Membership	USD\$200.00	When requesting Membership to be transferred to a third party or transferred to a company or trust.
Split/Combine of Memberships	USD\$300.00	When requesting your Membership to be split into two separate Memberships or to be transferred to an existing Member.

3.1 CLUB BUDGET

ClubCo determines the Annual Budget to provide for Club operating expenses, Apartment and Resort expenses and capital reserves for each year. The Annual Budget is used to determine the amount of the Annual Levies to be paid annually by all Club Members. The annual budget is also subject to approval by the Club Board, where a Club Board has been appointed.

3.2 ANNUAL LEVIES

To ensure a viable and long-lasting holiday program for the benefit of Members, it is necessary that Annual Levies take into account the actual expenses of the Club including the upkeep, maintenance and repair of the Club Apartments. Each Member (including the Developer) is obliged to pay Annual Levies. The number of Member Points that you own determines the amount of the Annual Levies you pay. Members with higher amounts of Member Points will pay higher Annual Levies because of the greater amount of Apartment usage that they are entitled to. The amount of the Annual Levies you pay is not negotiable.

There is also a reserve fund that ClubCo maintains for Club Apartment refurbishment, replacement and major repair to items within the Resorts. Annual Levies are used to top up the reserve fund from time to time.

Members are required to pay Annual Levies from the date on which ClubCo first registers their Membership, prorated in their first year for their period of Membership in that year. ClubCo will issue a tax invoice to the new Member shortly after registration and the first levy payment will be due for payment 30 days following the registration of Membership.

In each calendar year, other than the calendar year in which a Member is first registered, the due date for the payment of Annual Levies is 1 January.

Unless a Member has opted to exercise the Flexi Levy benefit as required, a Member cannot exercise any rights of Membership until any outstanding Annual Levies are paid. Further, the Constitution stipulates that a Member may face forfeiture of Member Points if they have not paid Annual Levies in relation to those Member Points within one month of a notice from ClubCo advising that Member that payment of Annual Levies has been outstanding for 30 days.

Flexi Levy

Flexi Levy allows Members to take a break from paying their Annual Levies. Members must notify the Club Manager within 30 days from the issue of the Annual Levies invoice of their intention not to use their annual Member Points that are or will be issued in that calendar year. If Members do not provide a notification as required, they will be deemed not to have elected to use Flexi Levy and will be required to pay Annual Levies. Flexi Levy is available from your second year of Membership onwards. Further details are set out in the Benefit Rules.

3.3 METHOD FOR DETERMINING ANNUAL LEVIES

ClubCo determines Member's Annual Levies based on the following formula:

HOW ANNUAL LEVIES ARE CALCULATED

Example for 2025: Annual Levies have been set at US\$0.15 per Member Point. Members holding 5,000 Member Points will be charged an Annual Levy of US\$750 (5,000 x 0.15 = \$750).

Each Member (including the Developer) contributes to the annual outgoings of the Club during each year in respect of the number of Member Points of which that Member is registered.

For Members other than the Developer, their proportion of the annual outgoings are determined in accordance with the following formula:

$$\text{Annual Levies payable by each Member} = A \times B / C$$

Where:

A = Annual Outgoings

B = Number of Member Points registered in that Member's name

C = Total average number of actual and forecast Member Points during the Financial Year

Annual Levies are subject to increase. However, ClubCo must ensure that Annual Levies are not increased annually by more than 7.5% or CPI for the previous Club financial year (whichever is higher) ("Annual Limits"). The increase can be calculated on an aggregated basis over multiple financial years ("Aggregated Increase") provided that the increase for each financial year does not exceed the Annual Limits. For example: If ClubCo does not increase the Annual Levies one financial year, they are able to increase the Annual Levies the following financial year by 15% or the combined CPI for the two preceding Financial Years.

Any adjustment to the amount of Annual Levies is also subject to approval of the Club Board where a Club Board has been appointed.



3.4 DEVELOPER'S CONTRIBUTION TO LEVIES

The Developer contributes to the funds of the Club on the same basis as other Members except it is calculated on the number of Member Points it holds at the end of each month. This is paid monthly during each Financial Year or part thereof.

3.5 SPECIAL LEVIES

The Constitution provides that ClubCo may also raise Special Levies if it determines that such levies (subject to approval by the Club Board, where appointed) are necessary for capital improvements or major expenses, repairs, or items for which no reserves have been established or for deficiencies in such reserves, for any purposes related to the mutual health, safety and welfare of the Members or if the Club becomes liable to pay any monies that it is unable to pay immediately.

Special Levies are levied on the same basis as Annual Levies unless the Constitution directly provides otherwise.

If any Special Levies are payable, the amount of the Special Levies you pay is not negotiable and payment of such Special Levies is totally separate and distinct from the payment of Annual Levies referred to in 3.2 above. Flexi Levy benefit does not apply to Special Levies.

3.6 ADDITIONAL SERVICES

Members may incur charges for additional services as follows:

1. Facility Use: Additional equipment may be available at some Resorts and usage fees may be applicable.
2. Local Taxes: In addition, stays at some Resorts may incur occupancy taxes, fees or charges imposed by the local councils/ governments as may be determined from time to time.
3. Housekeeping: Housekeeping costs are incorporated into Annual Levies for Club Resorts in Asia only. Stays at non-Club resorts or Club Resorts outside of Asia may incur costs for housekeeping service charges and these will be advised at the time of booking.
4. Executive Locations: Additional costs or service fees may be charged by the Developer at Executive Locations.

3.7 GOVERNMENT CHARGES AND TAXATION

All government taxes such as stamp duty and, if applicable, GST/VAT/Consumption Tax on the purchase price of Member Points or levies will be payable by you as appropriate. Relevant tax information is provided in Section 11 "Tax."

3.8 CAN THE FEES CHANGE?

Yes, all fees can change. Reasons might include changing economic conditions and changes in government regulations. We will endeavour to give you 30 days' written notice of any proposed change to the fees.



4.0 HOW AM I PROTECTED?

Your Membership, and the Club itself, is protected thanks to numerous safeguards:

- (a) ClubCo is established as a proprietary company under Hong Kong law.
- (b) All the shares in ClubCo are held by an independent trustee and the independent trustee appoints the majority of members on the company's board.
- (c) ClubCo or any wholly-owned subsidiary of ClubCo or the Developer cannot place a mortgage or charge over their legal or beneficial interests in the Club Apartments.
- (d) The total number of Points allocated to each Apartment can never be increased, protecting you against inflation. ClubCo can however alter the allotted Points during different days of the week and different seasons of the year.
- (e) ClubCo cannot issue more Points than are created by placement of Club Apartments into the Club.
- (f) If an Apartment is sold, ClubCo must ensure that a replacement Resort or Apartment is placed into the Club which is considered by ClubCo to be of at least equal quality to the sold Club Apartment, and that the Points created by the new Club Apartment must be at least equal to that of the sold Club Apartment.
- (g) The Developer has waived any right to, and is not entitled to nor shall it call for transfer to itself, of any Club assets held by ClubCo.
- (h) A Member's ongoing liability is limited to any amounts unpaid on their Member Points and their contribution to annual and special (if any) levies and additional services.
- (i) Each Club Apartment has one week per year set aside for general repair and maintenance.
- (j) A Club Board will be formed which is responsible for representing the views of all Members in the management and operation of the Club. See section 9.1 for more details.

It is important to note that the Club is intended to provide you with lifestyle opportunities, and is not designed to provide financial returns. ClubCo has protected Members' rights by ensuring that the Trustee holds all the issued share capital in ClubCo. ClubCo in turn holds the entire issued share capital or equity interest in any subsidiary corporations that may hold any beneficial or legal interest in Club Apartments.

The objective of the Club is to provide all Members with the lifestyle opportunity to own their future holidays in high quality Club Apartments.



5.0 IMPORTANT INFORMATION YOU NEED TO KNOW

5.1 SIGNIFICANT BENEFITS

As a Member of the Club you have an opportunity to own, rather than rent, your future holidays in high quality Club Apartments within Club Resorts. Your allocated Member Points and corresponding use rights are available to you until 30 June 2045 or until the Club is wound up. You also have a beneficial interest in the Club assets in proportion to the number of Member Points you own. On winding up of the Club, all net proceeds will be distributed according to the number of Member Points held by Members.

5.2 IMPORTANT FACTORS TO CONSIDER

Expiration of Points Use	Member Points are valid for two years from issue. You must make a reservation and commence your stay within two years from issue of the Member Points. If you do not use your Member Points or otherwise dispose of them before they expire you will lose them.
Annual Levies and payment default	Annual Levies are payable to assist in the maintenance and operation of the Apartments and the Club. These levies may be increased annually however the increased amount is capped to 7.5% of the previous year's Annual Levies or the Consumer Price Index. The Consumer Price Index is calculated by reference to either: (a) the Consumer Price Index of the country in which 75% or more of the costs provided for in the Annual Budget are to be incurred or (b) if 75% or more of such costs are not attributable to one country, then the weighted average of the official published consumer price indices of all countries in which costs provided for in the Annual Budget are to be incurred. See Section 3 for the current Annual Levies payable by Members. The failure by a significant number of Members or the Developer to pay these Annual Levies could affect the cash flow of the Club and as a result could limit ClubCo's ability to operate the Club and its Resorts and Apartments.
Additional fees	Fees in addition to the Annual Levies may be payable from time to time including Special Levies, service fees at Executive Locations, and fees to use certain Resort facilities. See Section 3 for full details on fees and charges payable as a Member in the Club.
Payment default and forfeiture of Member Points	If you have not exercised the Flexi Levy benefit as required and if you default in paying your Annual Levies you will not be able to use your Member Points. If levies remain outstanding, ClubCo can, at its discretion, forfeit and sell your Member Points.
Growth of the Club	The growth of the Club and the number of Club Apartments acquired after you become a Member is dependent upon the number of Member Points that are issued and sold to existing Members or the general public. This may be negatively impacted by economic instability.
Resale of Member Points	Neither ClubCo nor the Developer provide a redemption service for issued Member Points. There is a limited market for the resale of issued Member Points. As a lifestyle product, you should not expect to sell any Member Points you purchase for the same price that you paid or for an increased price, nor should you expect that over time the resale price will remain stable or increase relative to the price you originally paid.
Availability	All accommodation is subject to availability and you may not be able to stay at your preferred location at your preferred time. Accommodation should be booked as far in advance as possible. See Section 1 for the booking windows.
Room location	You will not be able to request specific room locations unless the location is part of the room type (e.g. Deluxe). You may also not be able to obtain accommodation that is adjacent to or with connecting rooms when making multiple room reservations.
Developer Benefits	Any benefits offered or provided by the Developer are at the discretion of the Developer and may be revoked or changed at any time. You should make your decision to purchase Member Points based solely upon the benefits to be gained from Membership in the Club and not on services provided by the Developer or third parties. Developer benefits are not available to Non-Qualified Points.
General economic and environment risks	There is a risk that the Club may be affected by events outside the control of ClubCo or the Members including: • local and world economic conditions; • government legislation or intervention; • inflation or inflationary expectations; • natural disasters, pandemics, social upheaval, civil or political uprising or war; • general commercial risks faced by businesses including litigation, loss of key staff and business disruption.

6.0 WHO IS INVOLVED?

6.1 CLUB MANAGER

The Club Manager is Travel and Leisure International (HK) Limited, which is a private limited company incorporated in Hong Kong.

The Club Manager has entered into a Club Management Agreement with ClubCo to operate the administration and management of the Club. These duties include managing the Resorts, operating Club Services and the reservation system, setting the Annual Budget, determining and collecting payments of the Club Levies and any other charges, and ensuring the rights, duties and obligations of the Members are complied with, in return for the payment of management fees. The Club Manager may also delegate its duties to third parties.

The Club Manager will receive an annual management fee, which will be on a monthly basis, payable in arrears within 30 days of the end of each month. This management fee is capped at a maximum 15% of the Club's actual consolidated expenditures. The Club Manager is also entitled to be paid or reimbursed for all costs, charges and expenses, including taxes where appropriate, incurred by it in the proper performance of its duties in relation to the Club.

6.2 THE DEVELOPER

Travel and Leisure International (HK) Limited is also the developer of Club Resorts ("the Developer"). This role includes placing Apartments into the Club in exchange for the sale proceeds from the issue of Member Points to Members. The Developer is a subsidiary of Travel + Leisure Co., the world's largest membership and leisure travel company, including the world's largest vacation ownership company with over 800,000 Owner families worldwide and more than 275 resorts in the United States, Canada, Mexico, Europe, Fiji, Australia, New Zealand, Thailand, Japan, Indonesia and more.

The Developer, with the co-operation of ClubCo, may establish from time to time various programs offering additional benefits as described in Section 7.0 of this PDS. These Developer programs are separate and distinct from the Club and may be removed or modified at any time with or without notice.

6.3 CLUBCO

AVC AP (HK) Limited ("ClubCo") is responsible for the operation of the Club for the benefit of the Members, is wholly owned by the independent custodian and the company board is made up of a majority of independent directors. The day-to-day management and reservation functions of the Resorts have been delegated by ClubCo to the Club Manager. ClubCo, on recommendation from the Developer, conducts due diligence on potential resort property and, if satisfied, will arrange for the resort properties (or interest in the properties as is the case) to be legally held by ClubCo or by a wholly-owned subsidiary of ClubCo. Any legal interest in the property is held free and clear of any mortgage or charge. ClubCo will set the Daily Points Values for each of the Club Apartments placed in the Club after taking into account recommendations made by the Developer. The Developer is then responsible for marketing and selling those Points to promote the growth of the Club.

ClubCo may create and issue Points from time to time provided that the total number of Points issued to Members does not exceed the aggregate of Member Points allocated to all Club Apartments.

Limits on the Liability of ClubCo

The Constitution provides that:

- Except to the extent that a loss arises out of ClubCo's fraud, gross negligence or breach of trust, ClubCo is not liable to Members in contract, tort or otherwise for any loss suffered in relation to the Club.
- The liability of ClubCo to any person other than a Member in relation to the Club including any contracts entered into on behalf of the Club is limited to the extent that the ClubCo is indemnified out of the Club's assets.

- ClubCo is not obliged to enter into any agreement, sign any document or assume any liability on behalf of the Club, unless that agreement, document, or assumption of liability includes a provision satisfactory to ClubCo limiting the liability of ClubCo under that agreement, document or assumption of liability to the amount that can be satisfied out of ClubCo's right to the Club's assets.

Indemnity

The Constitution provides that ClubCo is entitled to be indemnified out of the Club's assets for all expenses, losses and liabilities incurred by it in relation to the performance of its duties including any liability incurred by ClubCo as a result of any act or omission by any delegate or agent of ClubCo appointed in accordance with the Constitution.

6.4 THE TRUSTEE

The First National Trustee Company (Hong Kong) Limited, is a professional trustee company incorporated in Hong Kong. The Trustee has been appointed by the Developer to hold in trust the Trust Property for the sole and absolute benefit of Club Members on the terms set out in the Trust Deed.

6.5 CLUB BOARD

A Club Board, which has a majority of members independent from the Developer, must be established on the fourth anniversary from the date the first Member Point is issued or the date on which ClubCo determines that the number of Members is sufficient to constitute a functional Club Board, whichever is the later. The Club Board is responsible for representing the views of all Members and overseeing ClubCo, the Developer and the Club Manager in the management and operation of the Club. The Club Board will consist of 5 individuals including two independent members, one Developer representative, one Trustee representative and one Club Member. See section 9.1 for more details.



7.0 MEMBER DEVELOPER BENEFITS FOR QUALIFIED POINTS

The Developer, with the co-operation of ClubCo, has established benefits exclusively available for Members which are separate to Club Member benefits. These Developer benefits may be altered from time to time by the Developer and Developer benefits to Members may be added, modified or removed. These benefits include various earn and redemption options for Accor Live Limitless ("ALL"), and numerous other benefits. See the Benefits Summary on page 9 and the Benefit Rules for full details of Developer benefits. In addition, the Developer will make available from time to time benefits and programs that allow Members to use their Member Points in exchange for other benefits, which may include travel and rental properties outside the Club. Members cannot be guaranteed access to Developer benefits.

The benefits provided by the Developer are separate from and not part of the benefits received as a Club Member and the Developer has made these benefits available only to those Members who have purchased Points directly from the Developer (or its agent) (referred to as "Qualified Points"). Accordingly, if a Member transfers their Member Points to another person, unless that person is a relative or the transfer is required due to a Member's death, then any Developer benefits held by that Member are not transferred to the transferee and all benefits provided by the Developer lapse in relation to those Member Points and these Member Points will be classified as Non-Qualified Points. In summary, Developer benefits including those listed in section 7.1 are not available to Non-Qualified Members Points.

7.1 POPULAR DEVELOPER BENEFITS

Listed is a summary of some of the popular Developer benefits available to Members with Qualified Points.

(a) Affiliate Resorts

Access to additional resorts through the Club's exchange agreements Hotels Select Program

(b) Interval International Membership

The Developer may offer new Members a complimentary 3-year membership to Interval International upon first joining the Club and purchasing Points directly from the Developer or its agent. They can use this membership to exchange their Member Points to holiday in more than 3,200 participating Interval International Affiliated Resorts located in over 90 countries around the world.

Members can choose to extend exchange memberships past the complimentary period by paying a membership fee directly to the exchange provider.

(c) Accor Live Limitless ("ALL")

ALL is Accor's loyalty program where loyalty points can be earned by staying at various brands of hotels, franchised or managed by Accor throughout the world. The benefits available to Members, subject to their tier level, include the ability to exchange Points for ALL points to use in accommodation in the thousands of Accor hotels and resorts worldwide.

To find out more detail on the benefits mentioned above and to view more exclusive benefits available to Members refer to accorvacationclubAP.com and the Benefit Rules in this PDS.



8.0 COOLING OFF

Applicants may by written notice to ClubCo, withdraw their application within the cooling off period, if any, stipulated by the local laws at the location the Member Points were purchased.

The withdrawal by an Applicant of their application for Member Points must be received by ClubCo at its offices by 5pm on the last day of the cooling off period (if any) as stipulated by the local laws at the location the Member Points were purchased. Upon an Applicant's

valid withdrawal of their application for Member Points, all monies paid, less the Application Fee, will be returned to the Applicant as soon as possible, and in any event no later than 30 days after the Applicant has given the cooling off notice. The Application Fee is non-refundable unless otherwise indicated in the application for Member Points.

9.0 SUMMARY OF GOVERNING DOCUMENTS

9.1 THE CONSTITUTION

The Constitution governs the relationship between the Members and ClubCo.

The Constitution provides that the Constitution may be modified, repealed or replaced by another Constitution executed by ClubCo at ClubCo's sole discretion. The Club Board must approve any amendment to the Constitution which adversely affects Members' rights or interests in the Club.

Club Structure

The Club is a proprietary points-based timeshare club governed by a Constitution and operating under Club Rules.

Member's use rights in the Resorts and Apartments are provided by way of Points, with each Point representing an equal undivided use right in the Club, unless the Constitution provides otherwise. Members also have beneficial ownership of Club assets but this does not confer any rights to a particular part or asset of the Club during the term of the Club.

Rights of Members

The rights of Members include the right to:

- Use Apartments and Resorts as allowed by ClubCo; and
- Transfer Member Points (subject to certain restrictions).

Limited Entitlement of Members

Holding Member Points does not entitle the holder to interfere with the powers of ClubCo, claim any interest in respect of any Club assets or require the transfer to him or her of any Club assets.

Liability of Members

Liability of Members is limited to the amount unpaid on the Member Points and Annual Levies or Special Levies (if any) and those additional fees specified in Section 3 of the PDS. Members will not be liable to indemnify ClubCo or any creditor of the Club.

Transfer of Member Points

Subject to the Constitution and relevant statutory requirements, Member Points may be transferred. ClubCo may refuse to register a transfer and will give the parties notice of this refusal.

Agents and Advisors

ClubCo may appoint agents and advisors, with respect to the Club.

Club Board

A Club Board must be established on the fourth anniversary from the date the first Member Point is issued or the date on which ClubCo determines that the number of Members is sufficient to constitute a functional Club Board, whichever is the later. The Club Board will be composed of 5 individuals including two independent appointees, a Club Member, a representative of the Trustee and a representative of the Developer. All appointees serve a term of two years and ClubCo is responsible for ensuring the nomination and appointment process complies with the Constitution.

The Club Board will be responsible for representing the views of all Members in the management and operation of the Club and some of its responsibilities will include receiving audited financial statements, termination of the Club Manager and selection of a new Club Manager if the Club Manager becomes bankrupt, appointing a new Trustee if the Trustee retires or is terminated by the Club and approval of any amendment to the Constitution if the change is a material change which adversely affects Members' rights or interests in the Club.

Dissolution of the Club will occur:

- On expiry of the Club term which is 30 June 2045; or
- The date ClubCo determines, if at any time ClubCo in its fiduciary capacity considers it to be in the best interests of the Members to dissolve the Club.

9.2 TRUST DEED

The Developer, ClubCo and the Trustee have entered into a Trust Deed which sets out the legal relationship between the three entities whereby:

- i) The Trustee will hold all of the shares in ClubCo and any other type of property which may be received by ClubCo in trust for the benefit of Club Members until the termination of the Club; and
- ii) The Trustee will receive a fee for the services it provides.

9.3 CLUB GUIDELINES & BENEFIT RULES

(a) Club Guidelines

The Club has Guidelines which govern the use and operation of Club facilities including how and when reservations are made. Where the Club has an interest in property within a Resort that is not operated by the Club, Members are obliged to follow the rules and regulations of that Resort. The Club Guidelines may be amended from time to time by ClubCo so long as the amendments are not contrary to the Constitution.

The Club Guidelines include:

- a) How the reservation system operates for Member Points, Guest Usage, and cancellation of reservations;
- b) Borrowing and carrying forward Member Points;
- c) Usage of Club Apartments, including occupancy limits;
- d) General conduct during use of the Resort, which relates to the orderly management of each Resort, and includes general behaviour and cleanliness, motor vehicles, responsibility for children, prohibition on animals, collection for charities and advertising, selling and marketing at the Resort;

- e) What constitutes a violation of the Club Guidelines and discipline for such violation, including failure to vacate a Club Apartment at the proper time; and

- f) Guest usage and liability for Members' and Guests' property while on the Resort.

A copy of the Club Guidelines is provided to each Member, at the time they become a Member. Members are also provided with updates regarding any revisions in Club Guidelines. An electronic copy of the Club Guidelines is available at accorvacationclubAP.com.

(b) Benefit Rules

The Benefit Rules sets out the terms of use of benefits which are provided by the Club or the Developer. The Benefit Rules are included in this PDS.

9.4 PRODUCT DISCLOSURE STATEMENT

This PDS is prepared and provided by ClubCo to prospective Members and others, that describes the Club and the benefits of being a Member of the Club. The PDS will be revised from time to time if considered appropriate by ClubCo. For instance, when Resorts are added to the Club or Members Benefits are added or changed, ClubCo will issue a new or supplementary PDS.

10.0 FINANCIAL INFORMATION

ClubCo may be subject to regular reporting and disclosure obligations under Hong Kong law, in particular to lodge with the Hong Kong Companies Registry an annual audited financial report. Copies of any documents or reports lodged which are required to be distributed to Members can be obtained from our website at accorvacationclubAP.com or by sending us a written request.

11.0 TAX

You should obtain your own tax advice about the purchase of Member Points. However, please note that GST/ VAT/ Consumption Tax may apply to the purchase of Member Points depending on the jurisdiction where they are purchased. There may also be GST/VAT/Consumption Tax imposed on any fees and charges levied by or on behalf of the Club depending on the Member's place of residence. All fees and charges referred to in this PDS are exclusive of GST/VAT/Consumption Tax, unless otherwise mentioned. If GST/VAT/Consumption Tax is payable, you will be required to pay duties relevant to that jurisdiction on the purchase, transfer or disposal of the Member Points.



12.0 ADDITIONAL INFORMATION

12.1 LEASE, LICENCE OR CONCESSION OF APARTMENTS

If the Developer notifies ClubCo at or prior to the time when an Apartment is transferred to the Club, that the Developer wishes to take a lease, licence or concession over the Apartment ("Reserved Apartment"), then the Developer may do so. During the term of that lease, licence or concession (and any renewal or extension thereof), no Member Points are to be created, allocated, authorised or issued in respect of that Reserved Apartment and accordingly no levies will be payable by the Developer for such Reserved Apartment.

Any such Reserved Apartment will for all practical purposes not be part of the inventory of Member Points available to be issued or sold until any lease, licence or concession to the Developer ends. It is envisaged that the Developer will only seek a lease, licence or concession for any Apartment that is utilised as a sales office, show apartment, or administrative office.

The Developer (not the Club) is responsible for paying any body corporate levies and electricity and other utility charges in respect of Reserved Apartments. Any rent, licence fee or other concession fee will be nominal since the Developer will have funded the purchase of the relevant unit or Apartment.

12.2 DISTRIBUTION ON WINDING UP OF CLUB

The beneficial interest in the Club is divided into Points, with each Point representing an equal undivided part of the beneficial interest in the Club. A Point does not confer on you a right to a particular part or asset of the Club. On the winding up of the Club, Point holders will be entitled to a share in any net sale proceeds (being Club assets less all liabilities), in proportion to the amount of Member Points held, provided they are current Members with no outstanding Annual Levies or other monies payable to the Club.

Defined Terms

“Affiliated Resorts” means Resorts that are owned by a separate entity and are affiliated with the Developer through an exchange agreement.

“Anniversary Date” means the date of first issue or first sale by the Developer of Member Points to such Member, and thereafter in each subsequent Financial Year, the first day of the next month in which such Member Points are first issued or transferred to that Member (for example, if Member Points are first issued or first sold by the Developer on 7 April 2025, then the first anniversary date is 1 May 2025 and each 1 May thereafter). Where a Member acquires more Member Points, either by way of subscription or by transfer, the “Anniversary Date” in relation to the new Member Points for this Member is the same as the “Anniversary Date” for the existing Member Points held by this Member.

“Anniversary Year” means the continuous period of one year commencing each year on the Anniversary Date, but:

a) initially means the period from the date Points are first issued or transferred until the first Anniversary Date; and

b) in the last period in which Points expire or terminate, the period:

(i) commencing from the Anniversary Date immediately prior to the date on which such Member ceases to hold any Member Points (whether due to the expiry or termination of such Member Points or otherwise), up to and including

(ii) the date on which the Member ceases to hold any Member Points (whether due to the expiry or termination of such Member Points or otherwise).

“Annual Budget” means the detailed projection by ClubCo of all the Club’s estimated income and expenses during the Financial Year.

“Annual Levy” or “Annual Levies” means the annual fees payable by each Member as determined in accordance with the Constitution and described in sections 3.2, and 3.3 of this Product Disclosure Statement.

“Apartment” or “Club Apartment” means an Apartment to which Member Points have been allocated by ClubCo in accordance with the provisions of the Governing Documents, which apartment may consist of a unit or condominium apartment, an interest in a time-sharing club, a separately owned dwelling on a lot whether in a development or otherwise, a hotel suite, a house boat, a motor home or a cabin and/or similar facility suitable for human living quarters.

“Applicant” means any person, body corporate, association, firm, business or partnership, which completes and signs the Application for Member Points to purchase Member Points in the Club and pays the Application Fee.

“Application Fee” means the contract processing fee when joining the Club and/or applying for additional Member Points in the Club. The Application Fee is inclusive of GST/VAT/Consumption Tax and is not refundable.

“Associate Resorts” means any Resort that the Developer has arranged to be made available to Members.

“Benefit Rules” means the Benefit Rules contained in this PDS and which sets out the rules applicable to each benefit provided to Members by the Club or the Developer.

“Best Fit System” means a computerised reservation system that assigns rooms.

“Club”, “The Club” or “Accor Vacation Club Asia Pacific” means the Hong Kong timeshare club known as Accor Vacation Club Asia Pacific that is established by its Constitution. For the purpose of this Product Disclosure Statement, certain references to the assets or interests in the Club include assets or interests held by ClubCo and any wholly owned subsidiary of ClubCo.

“ClubCo” means AVC AP (HK) Limited, a company incorporated in Hong Kong and the proprietor of Accor Vacation Club Asia Pacific.

“Club Board” means the Member board formed in accordance with the Constitution of the Club, and consisting of a majority of Members which are independent from the Developer.

“Club Guidelines” means the guidelines of the Club as made or amended by ClubCo from time to time.

“Club Management Agreement” means the agreement entered into by ClubCo, on behalf of the Club, with the Club Manager to manage the Club.

“Constitution” means the Constitution of the Club (as may be amended from time to time).

“Daily Point Values” means the number of Points necessary for the use of any particular Club Apartment on any particular day.

“Developer” means Travel and Leisure International (HK) Limited BRN 63817036.

“Executive Locations” means those locations, as determined by the Club or the Developer, where certain benefits may not be available and/or additional servicing costs and charges may be required.

“Financial Year” means the year commencing on 1 January and ending at midnight on 31 December.

“Flexi Levy” means the Club’s Flexi Levy benefit as described in the Benefit Rules in this PDS.

“Governing Documents” means the Constitution, the Club Guidelines, Benefit Rules, the Product Disclosure Statement as amended from time to time, and any other document from time to time which regulates membership in the Club.

“GST/VAT/Consumption Tax” and any other terms defined in GST or VAT or Consumption Tax Law have the meanings given to those terms in the applicable legislation, as may be amended from time to time, in the jurisdiction where GST/VAT/Consumption Tax is to apply.

“Guest” includes an invitee of a Member, whether relative, friend, associate or other person, either staying with or visiting the Member, or staying with the Member’s permission; and also includes an invitee of the Developer or ClubCo.

“High Season” means the high demand period as specified in the Daily Points Values.

“Member” means the person to whom Member Points have been issued and “Membership” has a corresponding meaning.

“Member Points” means the type of Member Points, which have the rights, obligations and entitlements set out in this PDS.

“Membership Tier” means the tier of Membership based on the number of Member Points held and described as Classic, Premium, Global Traveller, Diamond and Elite.

“Minimum Membership” means the minimum number of Member Points that can be held which is 3,000 Member Points or such other amounts as determined by ClubCo from time to time and, if necessary, facilitated or accompanied by an appropriate change to the Constitution.

“Non-Qualified Points” means those Member Points that are not purchased directly from the Developer or its agent, nor as a consequence of death, bankruptcy or from an immediate family member of Member and to which Developer Benefits do not apply.

“PDS” means this Product Disclosure Statement.

“Point Values” means the number of Points necessary for the use of any particular Club Apartment on any particular day.

“Qualified Points” means Member Points that have been purchased directly from the Developer (or its agent) or transferred to the Member from an immediate family member who is a Member that holds Qualified Points.

“Resorts” and **“Club Resorts”** means resorts (or that part of a resort) in various locations in which Club Apartments are situated.

“Resort Guide” means the document that details those Resorts which Members have access to, depending on their Membership.

“Special Levies” means the special fees which could be payable by each Member from time to time as determined in accordance with the Constitution, and described in section 3.5 of this Product Disclosure Statement.

“the Trustee” means First National Trustee Company (Hong Kong) Limited (BRN 64207529).

“Trust Deed” means the Trust Deed establishing the Trustee as the Trustee of the Club between Travel and Leisure International (HK) Limited, AVC AP (HK) Limited and the Trustee.

“Trust Property” means all of the shares in ClubCo, including the share certificates issued by ClubCo evidencing title to the relevant shares, and all other property which may from time to time be received, accepted or held by the Trustee, its subsidiary or its nominated trustee, in accordance with the power set out in the Trust Deed.

Accor Vacation Club Asia Pacific Benefit Rules

Accor Vacation Club Asia Pacific ("the Club") is operated by AVC AP (HK) Limited ("ClubCo"). The developer and manager of the Club is Travel and Leisure International (HK) Limited ("the Developer"). The Club and the Developer co-operate to provide a range of benefits to Club Members ("Member Benefits") as detailed in these Benefit Rules. These Benefit Rules apply to Members only and benefits may differ depending on the amount of Member Points (or tier) held. Only Member Points which have been purchased directly from the Developer or its agents ("Qualified Points") are entitled to use Developer benefits. Premier Members with non-Qualified Points still have access to all Club benefits.

These Benefit Rules are current as at the date of printing. Members will be notified of any changes and any updated Benefit Rules will be made available on the Club website. Words that are capitalised have a defined meaning as found in the Accor Vacation Club Asia Pacific Product Disclosure Statement or as defined within these Rules.

Developer benefits subject to change

Benefits provided by the Developer may be removed, amended or new benefits added from time to time at the absolute discretion of the Developer without prior notice. Benefits which are provided by the Developer are marked in these Rules with an asterix (*).

Third-party benefits subject to change

Some benefits are also subject to the separate terms and conditions of their individual providers, if not provided directly by the Club or the Developer, and are also subject to change from time to time (e.g. Interval International Membership, ALL membership, Accor Plus membership).

Benefit Availability

Not all benefits are available at every Resort. Benefits that are only available at Club managed properties are marked in these Rules with "A".

Suspension or termination of access to Member Benefits

The Club, ClubCo and/or the Developer (as applicable) have the right to terminate or suspend any of the benefits of Membership if the Membership has been terminated or suspended or if Annual Levies or other monies due and payable to ClubCo or the Developer are outstanding.

1. ACCOR LIVE LIMITLESS ('ALL') PARTNER BENEFITS:

Classic tier and above members will receive Accor Live Limitless ("ALL") loyalty program membership which provides access to partner benefits and rewards. See all.accor.com for terms & conditions of the program.

The Accor Live Limitless loyalty programme ("ALL") is a loyalty program operated by Accor SA a public limited company, registered in France ("Accor"). ALL membership enables ALL members to enjoy various benefits when staying at Accor Group hotels which participate in the ALL programme. Full terms and conditions of the ALL programme are available at <https://all.accor.com/loyalty-program/legal/terms-and-conditions-en.pdf>

2. ALL EXCLUSIVE OFFERS:

As a member of the Accor Live Limitless ("ALL") loyalty program, Classic tier and above members are entitled to receive ALL exclusive offers. Please see all.accor.com for terms & conditions of the program.

3. FREE WIFI:

As a member of the Accor Live Limitless ("ALL") loyalty program, members receive complimentary Wi-Fi when staying at participating Accor Hotels. See all.accor.com for terms & conditions of the program.

4. ALL MEMBER RATE:

As an Accor Live Limitless ("ALL") member, Classic tier and above members are entitled to receive an ALL member rate when staying at participating Accor hotels, subject to availability. See <https://all.accor.com/loyalty-program/members-rate/index.en.shtml> for further detail.

5. DAILY REFRESHER CLEAN:

Classic tier and above Members are entitled to receive a daily refresher apartment clean. An evening Apartment refresh is provided by the Club for applicable Members when staying at a Club Resort in Asia. However, availability of the evening refresh may vary, and surcharges may be payable when Members stay at Club Resorts outside Asia, or at any non-Club Resorts. Details of any room service clean availability, frequency and any surcharges payable will be advised at the time of booking.

6. FLEXI LEVY:

Annual Levies are payable by all Members to the Club each Financial Year to meet Club expenses including upkeep, maintenance and repair of Club Apartments and operation of the Club. Members have the option each year (excluding first year of Membership) to decide that they do not wish to use their Member Points and as a result will not be required to pay the Annual Levies. This program is called Flexi Levy as the obligation to pay Annual Levies is flexible, as long as the Member complies with the terms of the Flexi Levy benefit as follows:

- Members must notify ClubCo of their intention to use Flexi Levy within 30 days of issue of the Annual Levy statements or by 31st January - whichever is the later ("Final Notice Date").
- Failure to nominate by the Final Notice Date will mean that Annual Levies remain due and payable by the Member. If the Member does not nominate to use the Flexi Levy benefit by the Final Notice Date, any failure to pay any Annual Levies will be treated by ClubCo as late payment of Annual Levies.
- ClubCo will confirm when a nomination has been correctly made and will return any full or part payment of Annual Levies received for the relevant calendar year.

- Members cannot exercise Flexi Levy on any Points that have already been used (including any Points borrowed from succeeding years)
- Once a Member exercises Flexi Levy, ClubCo will take possession of the relevant Points issued to the Member during the calendar year in which the Flexi Levy is exercised ("Flexi Levy Points"). For example, if the Anniversary Month is June and the Member gives correct notice that they wish to exercise Flexi Levy by 31st January 2026 the Flexi Levy Points are those that issue on 1st June 2026. The Member can still use any remaining Points issued in the previous Anniversary Year but cannot use or exercise any benefits that relate to the Flexi Levy Points.
- ClubCo will monetise the Flexi Levy Points by way of direct sale or other use of the Flexi Levy Points. All monies received will be applied to Annual Levies and any remaining monies will be treated as revenue of the Club. In the event that there is a deficit between the funds received by ClubCo and the Annual Levies payable by a Member who has exercised Flexi Levy, ClubCo is not able to proceed against the Member for any balance providing that the Member has properly nominated to use Flexi Levy and ClubCo has confirmed the nomination.
- In addition to not being able to use the Flexi Levy Points, the Member will also be restricted from using other benefits during the calendar year they nominate to use Flexi Levy.

Flexi Levy is available from year two of your Membership onwards.

7. AVC TRAVEL PROGRAM*

Classic tier and above members will have access to the AVC Travel program which provides access to partner benefits and offers.

9. EXCHANGE PROGRAM ACCESS – 3 YEARS:*

The Developer and the Club have entered into agreements with Interval International, an external exchange company, which means that the Club is an affiliated resort of the Interval International exchange program. All Members who purchase Points directly from the Developer (or its agent) on first joining the Club will receive a complimentary membership with Interval International for three years. This means that Accor Vacation Club Asia Pacific Members can use their Points at over 3,200 hotels and resorts in exotic and exciting locations all over the world through Interval International. Booking fees do apply in conjunction with your Points. This Interval membership will entitle you, subject to reservation availability, to use your Points to make reservations at resort properties within the Interval International exchange network around the world.

Members can extend their exchange membership beyond the three years by paying the relevant membership fee.

A full listing of current Interval International resort locations, and information on how to effect exchanges throughout the Interval network is set out in the Interval International Resort Directory, or online at www.intervalworld.com

10. ACCESS TO HOTELS SELECT PROGRAM (ECONOMY BRANDS):*

In addition to being able to stay at Club Property, Premium Membership Tiers and above are also able to utilise the Hotels Select Program accommodation at which they are able to use their Points to stay at economy hotels within the AAPC Asia Pacific network, subject to availability. The program currently features participating hotels and resorts operated by Accor throughout the Asia Pacific region.

The size, style and range of accommodation at Hotels Select Program properties is different at each specific property. The Developer will make available to Members details of the number of Points required to reserve and stay at different hotel and resort properties available under the program. The number of Points required for booking the Hotels Select Program are dynamic and seasonal. The Hotels Select Program is governed by the Accommodation Agreement between the Developer and AAPC Singapore. That Agreement provides that either party may vary the list of participating properties but participation is subject to the relevant hotel owner's agreement to participate and may be subject to change.

The Hotels Select Program is subject to the following conditions and restrictions:

- Members can book any of the participating Accor Hotels in the Hotels Select Program, subject to availability.
- All Bookings must be made with a minimum of 2 days notice. Bookings made with less than 2 days notice will not be honoured;
- Members may use their full membership points entitlement in utilising The Hotels Select program each year. However, members may not borrow points for this program;
- A non-refundable booking fee of IDR 197,000 will be charged per Hotels Select booking;
- Maximum of 2 rooms to be booked at a time per each property;
- Please refer to Reservation Cancellations and Amendments Policy in clause 1.10 of the PDS if you want to amend or cancel your Hotels Select bookings.
- Reservations must be made by contacting Member Services team through Hotline +62 361 3007520 / WhatsApp service : +62 813 39785414 or e-mail: memberservices.en@accorvacationclubap.com

- Rooms are not inclusive of breakfast;
- Additional items such as cots and extra bed should be arranged and paid directly to hotel by member;
- Confirmed reservations will be cancelled if Membership payments or Annual Levies are in arrears at the time of the confirmed stay.

11. ACCOR PLUS SILVER MEMBERSHIP:

Premium tier members will be issued with Accor Plus Silver Tier membership which provides exclusive benefits at participating restaurants and hotels throughout Asia Pacific. Benefits, terms & conditions of the Accor Plus program are available at <https://www.accorplus.com/au/benefits/>

12. LATE CHECK-OUT:

Global Traveller tier and above members with Accor Live Limitless ("ALL") loyalty program membership, are entitled to request late check-out, subject to availability at participating Accor hotels. See all.accor.com for terms & conditions of the program.

13. PRIORITY WELCOME:

Accor Live Limitless ("ALL") members can enjoy priority access at dedicated members' reception desks at participating Accor hotels.

14. WELCOME DRINK:

As an Accor Live Limitless ("ALL") member, Lifestyle members will be entitled to receive a welcome drink on arrival at participating Accor hotels. Please see all.accor.com for terms & conditions of the program.

15. WAIVED HOTELS SELECT BOOKING FEES:*

The Hotels Select booking fee is currently Rp.197,000 per reservation. Global Traveller tier and above Members are entitled to two waived Hotels Select booking fees per calendar year. Unused waived fees are not transferrable to future years.

16. DEDICATED PRIORITY VIP CONCIERGE LINE:

Global Traveller tier and above Members will have access to a dedicated priority VIP concierge service to assist with membership and reservations enquiries.

17. ACCESS UPSCALE TO HOTELS SELECT PROGRAM (PREMIUM, MIDSCALE AND ECONOMY BRANDS):*

In addition to being able to stay at Club Property, Global Traveller tier and above Members are also able to utilise the Hotels Select Program accommodation at which they are able to use their Points to stay at premium, midscale and economy hotels within the AAPC Asia Pacific network, subject to availability. The program currently features participating hotels and resorts operated by Accor throughout the Asia Pacific region. All other rules of the Hotel Select Program apply as set out in Rule 10.

18. ALL POINT EXCHANGE:*

Global Traveller and above tier members can exchange Points for ALL Reward Points. The rate of exchange and the maximum number of Points permitted for exchange is set out in the following table (subject to change from time to time):

MEMBERSHIP TIER	EXCHANGE RATE	MAXIMUM PER ANNIVERSARY YEAR
Global Traveller	1 Point can be exchanged for 5 ALL Reward Points	1 exchange of up to 25% of annual allocation of Points
Diamond	1 Point can be exchanged for 6 ALL Reward Points	1 exchange of up to 50% of annual allocation of Points
Elite	1 Point can be exchanged for 8 ALL Reward Points	1 exchange of up to 50% of annual allocation of Points

19. CONVERT 25% OF POINTS TO ALL REWARD POINTS:*

Global Traveller members can exchange up to 25% of their total annual allocation of Points every Anniversary Year to ALL Reward Points. Refer to Rule 18 for details.

20. ACCOR PLUS GOLD MEMBERSHIP:

Global Traveller tier and above members will be issued with Accor Plus Gold tier membership. Benefits, terms & conditions of the Accor Plus program are available at <https://www.accorplus.com/au/benefits/>

21. DAILY FULL CLEAN:

Diamond tier and above members are entitled to receive a daily full apartment clean.

22. ACCESS TO LUXURY HOTELS SELECT PROGRAM:*

In addition to being able to stay at Club Property, Diamond tier and above Members are also able to utilise the Hotels Select Program accommodation at which they are able to use their Points to stay at luxury hotels within the AAPC Asia Pacific network, subject to availability. The program currently features participating hotels and resorts operated by Accor throughout the Asia Pacific region. All other rules of the Hotel Select Program apply as set out in Rule 10.

23. ALL POINT EXCHANGE (DIAMOND):*

Diamond tier members can exchange 1 Point for 6 ALL Reward Points subject to annual limits. See Rule 18 for further information.

24. CONVERT 50% OF POINTS TO ALL REWARD POINTS:*

Diamond tier members can exchange up to 50% of their total annual allocation of Points every Anniversary Year to ALL Reward Points. Refer to Rule 18 for details.

25. ALL POINT EXCHANGE (ELITE)*

Elite tier members can exchange 1 Point for 8 ALL Reward Points subject to annual limits. See Rule 18 for further information.

26. CONVERT 50% OF POINTS TO ALL REWARD POINTS:*

Elite tier members can exchange up to 50% of their total annual allocation of Points every Anniversary Year to ALL Reward Points. Refer to Rule 18 for details.

Reservation Cancellations

Cancellation of reservations made at Club Resorts may incur penalties depending on how much notice is given, as shown in the below cancellation table. Reservations made at Associate, Affiliate or other non-Club Resorts may have different cancellation policies and this will be advised to Members on booking. Once Members have checked into a Resort, there is no refund of fees in the event of an early check-out. Cancellations by telephone must be made by contacting the Member Services Team. Further information on cancellations of Club reservations is listed in the Club Guidelines.

FOR RESERVATIONS MADE	NO PENALTY IF CANCELLATION IS RECEIVED NO LATER THAN:
61 days to 14 months in advance	30 days before check-in
15 days to 60 days in advance	10 days before check-in
48 hours to 14 days in advance	48 hours before check-in
0 hours to 48 hours	No refund available

Borrow and Save

Members must use their Points within 2 years from the date they are issued. Unused Points will expire unless they have a confirmed reservation made before expiry. In addition, the first day of stay for any reservation must take place before the expiry date. For example, if the expiry date is 30th June 2025, then a confirmed reservation must be made with the first night of stay taking place on or before 30th June 2025.

Members may be able to “borrow” or use Points from the next Anniversary Year, providing that they pay the Annual Levy for those borrowed Points in full.

Accor Vacation Club Asia Pacific Booking Window

ClubCo is responsible for setting the rules and guidelines for using Club Resorts and this is contained in more detail in the Club Guidelines. The Club Guidelines set out how reservations are made, when reservations can be made (i.e., booking windows), and rules to follow when staying at Club Resorts.

The table below sets out the various booking windows applicable to Members depending on Membership Tier.

Booking windows

CLASSIC	PREMIUM	GLOBAL TRAVELLER	DIAMOND	ELITE
12 months	12 months	14 months	14 months	14 months

** Benefits provided by the Developer*

^ Benefits available only at Club managed properties





