

Tradewinds Paradise Club Eligible Charges and redemption rules

1. Past stays cannot be added to newly created Paradise Club accounts.
2. Room charges that are not included in the definition of Eligible Charges are:
 - a) Pre-paid rooms where the booking is made by an agent or third party and you pay for that booking directly to such third, such as tour or tour operators, pre-paid channels, including but not limited to priceline.com, expedia.com, hotels.com, hrn.com, hotwire.com, lastminute.com, orbitz.com, travelocity.com, site59.com, cheaptickets.com, quickbook.com, travelweb.com, lodging.com, yahootravel.com, and msntravel.com are not eligible rates.
 - i. Please note that incidental charges made on property that are charged back to guest rooms will still count towards Paradise Club accounts in this instance. For a list of applicable incidental charges please contact Paradise Club Member Services directly.
 - b) Room rates that are master billed or paid at tour operator rates, wholesaler's rates, including WFNR, travel industry staff rates, TAED rates and crew room rates.
 - c) Employee, friends and family rates
 - d) Complimentary Rooms
 - e) Room rates that are deeply discounted (50% or more).
 - f) Reservations made as part of a group including but not limited to weddings, conferences, seminars, and other such group events to be determined at the sole discretion of the TradeWinds Island Resorts.
3. Room charges that are not included in the definition of Eligible Incidental charges are: taxes, gratuities, service charges, and other applicable charges such as energy charges, incidental charges for groups of 8 or larger.
4. We reserve the right to deduct any Paradise Club Points to a membership account credited in error without notice. If refunds are made to you in respect of goods and services for which you received points, TradeWinds Island Resorts will adjust the number of points awarded.
5. No Paradise Club points may be exchanged or redeemed for cash, prizes or credit. Awards must be redeemed in accordance with these Terms and Conditions and the procedures specified on the Points Certificate, if any,
 - a. Point redemption must be made no less than 48 hours prior to arrival on the Paradise Club Shop.
 - b. Point item will be given to the guest at the time of check in and cannot be mailed under any circumstance.
 - c. Point Items cannot be reissued if lost, stolen or otherwise destroyed.
 - d. Advance Upgrade Awards may be (a) used when paying an Eligible Rate only, (b) confirmed within five days of arrival date, and (c) subject to blackout dates and availability restriction. Advance Upgrade Awards are based on a designated point value per night. The number of Paradise Club Points required to redeem

Advance Room Upgrades vary by the category in which a specific Room Type is classified.

Terms and Conditions

1. Only one (1) complimentary in-room amenity is awarded to a gold or diamond level member at check in regardless of the number of rooms or reservations for that stay.
2. Paradise Club membership holder names must match the name on the reservation(s) at the time of check in for the applicable charges to be applied to the membership holder's account.
3. Paradise Club membership and its benefits are offered at the discretion of TradeWinds Resorts. TradeWinds has the right to change, limit, modify or cancel Program Rules, regulations, rewards, and reward levels at any time, with or without notice, even though such changes may affect the value of points already accumulated, the ability to use accumulated points, or the ability to obtain certain rewards. TradeWinds may, among other things: (a) increase or decrease the number of points received for a stay or required for a reward; (b) withdraw, limit, modify, or cancel any reward; (c) add blackout dates, limit rooms available for any reward at the hotels, or otherwise restrict the continued availability of rewards; (d) change program benefits, travel partners, locations served by TradeWinds, conditions of participation, rules for earning, redeeming, retaining, or forfeiting points, or rules governing the use of rewards; (e) change or cancel its rewards. The accumulation of points does not entitle members to any vested rights with respect to points, rewards, or program benefits. In accumulating points, members may not rely upon the continued availability of any reward or reward level.
4. Participation in the Paradise Club Loyalty program is subject to the terms and conditions, rules, regulations, policies and procedures ("Program Rules") that TradeWinds may, in its discretion, adopt from time to time. TradeWinds may amend the Program Rules at any time without notice. TradeWinds has the sole discretion to interpret and apply the Program Rules.
5. The accumulation of points is subject to the Paradise Club Loyalty program Rules. Each member is responsible for reading the rules and account statements in order to understand his or her rights, responsibilities, and status in the program.
6. The rewards structure is subject to modification, cancellation, or limitation at TradeWinds discretion, with or without notice. The number of points required to redeem any reward may be substantially increased, any reward may be withdrawn, and restrictions on any reward or its redemption may be imposed at any time.
7. Additionally, TradeWinds has the right to end the Paradise Club Loyalty program by providing written notice to its members six months in advance of program termination. In that event, the right to earn points and redeem for rewards may end six months after notification, no matter the extent of member participation in the program.
8. After applying to the Paradise Club Loyalty program, a membership number will be assigned to each applicant. Upon receiving this number, an individual becomes eligible to earn Paradise Club points.
9. An account may be closed at TradeWinds discretion if no points are accrued during a 24-month period. All points in the account will be forfeited at that time.

10. Paradise Club points and rewards earned through participating in the Paradise Club Loyalty program may be subject to tax liability. Any tax liability, including disclosure, connected with the receipt or use of Paradise Club points and rewards is the responsibility of the member.
11. In the case of fraud or abuse involving the Paradise Club Loyalty program point credit or reward use TradeWinds has the right to take appropriate administrative and/or legal action, and all points and certificates earned through Paradise Club Loyalty program may be forfeited and the account closed.
12. TradeWinds and its 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 particular purpose are specifically disclaimed.
13. Membership in Paradise Club Loyalty program, including any reward certificates that may have been issued to a member, may be revoked or suspended at TradeWinds sole discretion if a member fails to pay any condo/timeshare ownership related fees, Paradise Club Loyalty program fees or TradeWinds hotel bills when due.
14. The awarding of Paradise Club Loyalty program points and the redemption of Paradise Club Loyalty certificates are void where prohibited by law.
15. When traveling on business, it is the member's responsibility to comply with his or her company policy concerning travel programs. Information regarding a member's accumulation of points for business travel is subject to disclosure to the member's company.
16. You may be provided with the ability to use usernames, passwords, or other codes or devices to gain access to restricted portions of the site ("access codes"). The content contained in such restricted areas is confidential to TradeWinds, and is provided to you for your personal use only. We reserve the right to prohibit the use of such access codes on your behalf by third parties where we determine that such use interferes with our site's operation or results in commercial benefits for other entities to our detriment.

Conditions of Enrollment

1. Only one Paradise Club enrollment is allowed per email address, home address, and phone number.
2. Only individuals are eligible for Paradise Club Loyalty program membership, and each individual may maintain only one account. Corporations, groups and/or associated entities cannot enroll as Paradise Club Loyalty program members.
3. Employees of TradeWinds Resorts and Resorts Inns of America and their subsidiaries are ineligible to participate in Paradise Club Loyalty program.
4. Accrued points do not constitute property of the member. Points accrued by a Paradise Club member are for the member's benefit only and may not be transferred to anyone. Points are transferable to a legal spouse or partner only in the case of documented death of the member. Points are not transferable to another person for any other reason, including divorce or inheritance.

5. Respecting your privacy is a priority for us. However, in order to keep you apprised of your Paradise Club Loyalty membership status, it is important that we send you certain program information that may include printed periodic statements of your account and other information necessary for administration; printed or email marketing materials from TradeWinds which will inform you of special offers and products we believe would be of interest to you; and marketing materials from third parties that have a strategic marketing relationship with the Paradise Club Loyalty Program. The information you provide to us when enrolling in Paradise Club Loyalty program and redeeming points is processed in our computer systems. As a participant in Paradise Club Loyalty program, you have consented to receive all of the kinds of information described above. However, you will be given the opportunity to opt-out of mailings from such third parties and from e-mails from TradeWinds.

Name and Address Change

Name and address changes must be made by contacting:

TradeWinds Guest Services
Paradise Club Loyalty program
5600 Gulf Blvd.
St. Pete Beach, FL 33706
Phone: 800-282-5553
Fax: (727) 367-6462

Name changes must include supporting legal documentation, signature, date and member account number

Account Activity Statement

1. You are responsible for ensuring that your points are properly credited. If proper credit does not appear on the member's activity statement, the member should contact TradeWinds either by phone, mail or fax with a complete description of the discrepancy and accompany the correspondence with a copy of the hotel receipt to TradeWinds Guest Services. You must allow approximately six to eight weeks after checkout for the stay to be credited to your account, and to enjoy status. Requests to add or modify TradeWinds stays must be received within one year of the stay.
2. If more than one membership number is assigned to an individual, he/she will only receive points for one account. Duplicate accounts will be canceled at the discretion of the TradeWinds Island Resorts.

