

**THIS AGREEMENT REQUIRES INDIVIDUAL ARBITRATION TO RESOLVE ANY DISPUTES RATHER THAN JURY TRIALS OR CLASS ACTIONS. FULL DETAILS ARE DESCRIBED BELOW.**

Effective January 1, 2016 (“Programme Date”), these Terms and Conditions (“Terms”) will govern the Best Western Rewards® Programme (“Programme”) and hereby supersede and replace all previous terms and conditions that were effective prior to the Programme Date.

These Terms apply to all Members of the Programme regardless of country of residence. Certain countries, however, may impose additional restrictions on the Programme. In such cases, special country-specific terms are included at the end of these Terms.

The terms “you” and “your” are used in these Terms to refer to individual Members who are enrolled in the Programme and have created a Member Account (“Account”).

**ABOUT THE PROGRAMME**

The Programme is administered by Best Western International, Inc. (“BWI”), which is the party with whom you are entering into a contract by agreeing to these Terms, and it is located in the United States at 1601 North 24th Parkway, Phoenix, Arizona 85016. BWI may, in its sole discretion, designate certain tasks relating to administering the Programme to any of its designated subsidiaries. The Programme is administered by BWI on behalf of itself, its subsidiaries, independently owned and operated Best Western® branded hotels around the world (“Licensed Hotels”), and third-party affiliated organizations permitted to sublicense Licensed Hotels outside the United States in various countries and territories throughout the world (“Affiliates”). Please note that Licensed Hotels and Affiliates are independent entities that are not owned, operated, managed, or controlled by BWI or BWI subsidiaries.

The Programme gives Members the opportunity to earn Best Western Rewards® Points (“Points”) that can be redeemed for free night stays at Licensed Hotels, airline miles with certain airline partners (each an “Airline Partner”), and other services or items with other Programme partners. Further details on redemption options are described below and available on [www.bestwesternrewards.com](http://www.bestwesternrewards.com) or an Affiliate’s Best Western website for your region or country of residence (each a “Local Site”).

**BECOMING A MEMBER OF THE PROGRAMME AND CREATING AN ACCOUNT**

For existing Members, if you were enrolled in the Best Western Rewards Programme offered by BWI prior to the Programme Date (“Legacy Programme”), your membership in the Legacy Programme has automatically converted to a membership in the Programme. Likewise, if you were enrolled in a Best Western Rewards Programme offered by an Affiliate prior to the Programme Date (again, a “Legacy Programme”) your membership in that Legacy Programme has also automatically converted to a membership in the Programme, unless prohibited by applicable law. The Terms of the Programme are an improvement of the terms of the Legacy Programmes and generally provide more favourable terms and benefits to Members.

For individuals who are not yet Members, you may enroll in the Programme as a new Member

online at [www.bestwestern.com](http://www.bestwestern.com) or your Local Site, by mail, by calling a Best Western call centre, through a Best Western mobile application, or through the front desk at a Licensed Hotel.

You must be the age of majority in your country of residence to be a Member of the Programme.

To create a Member Account, which tracks your Points and account activity, you must provide accurate and complete information, including a current, valid e-mail address, phone number, and mailing address (“Account Information”). You may never use another person’s Account without permission.

## **CONSENT TO THESE TERMS AND BWI’S PRIVACY POLICY**

YOUR MEMBERSHIP IN THE PROGRAMME CONSTITUTES YOUR CONSENT AND ACCEPTANCE OF THESE TERMS.

BY BECOMING A MEMBER OR STAYING IN THE PROGRAMME, YOU ARE PROVIDING YOUR PERSONAL INFORMATION TO BWI, WHICH USES SYSTEMS LOCATED IN THE UNITED STATES TO PROCESS YOUR ENROLLMENT AND MAINTAIN YOUR ACCOUNT. IF YOU ARE A RESIDENT OF A LOCATION WITHIN THE EUROPEAN UNION, ASIA, OR ANY OTHER REGION, BY BECOMING A MEMBER OR STAYING IN THE PROGRAMME, YOU ARE PROVIDING YOUR EXPRESS CONSENT TO THE TRANSFER OF YOUR PERSONAL INFORMATION TO THE UNITED STATES. IF YOU REPRESENT AN ORGANIZATION, YOU WILL BE RESPONSIBLE TO ENSURE THAT EACH MEMBER WHO PARTICIPATES IN THE PROGRAMME AS AN EMPLOYEE OR CONTRACTOR OF YOUR ORGANIZATION ABOUT WHOM PERSONAL INFORMATION MAY BE PROVIDED TO BWI HAS GIVEN HIS OR HER EXPRESS CONSENT TO SUCH TRANSFER AND PROCESSING OF SUCH PERSONAL INFORMATION TO AND WITHIN THE UNITED STATES. UNITED STATES LAWS REGARDING PROCESSING OF PERSONAL INFORMATION MAY BE LESS STRINGENT THAN THE LAWS IN YOUR COUNTRY. PLEASE READ BWI’S [PRIVACY POLICY](#) FOR MORE INFORMATION ON BWI’S PRIVACY PRACTICES (INCLUDING WITH RESPECT TO INTERNATIONAL DATA TRANSFERS AND BWI’S PARTICIPATION IN THE UNITED STATES/EUROPEAN UNION DATA PROTECTION SAFE HARBOUR FRAMEWORK AND THE UNITED STATES/SWITZERLAND DATA PROTECTION SAFE HARBOUR FRAMEWORK, BOTH OF WHICH ARE MADE AVAILABLE BY THE U.S. DEPARTMENT OF COMMERCE AT [HTTP://WWW.EXPORT.GOV/SAFEHARBOUR](http://www.export.gov/safeharbour). OUR CERTIFICATION OF COMPLIANCE WITH THESE FRAMEWORKS CAN ALSO BE VIEWED AT [HTTP://WWW.EXPORT.GOV/SAFEHARBOUR](http://www.export.gov/safeharbour)). BY BECOMING A MEMBER OF THE PROGRAMME OR STAYING IN THE PROGRAMME, YOU REPRESENT TO BWI THAT YOU HAVE READ AND UNDERSTOOD THE BWI [PRIVACY POLICY](#).

BWI IS SOLELY RESPONSIBLE FOR PROVIDING THIS PROGRAMME TO THE MEMBERS. FROM TIME TO TIME, YOU MAY PROVIDE YOUR PERSONAL INFORMATION TO AFFILIATES FOR VARIOUS PURPOSES. ANY AND ALL PERSONAL INFORMATION YOU PROVIDE TO AFFILIATES MAY BE SUBJECT TO SUCH

AFFILIATE'S PRIVACY POLICIES AND PROCEDURES. YOU ACKNOWLEDGE AND AGREE THAT BWI MAY RECEIVE YOUR PERSONAL INFORMATION FROM SUCH AFFILIATES AND EACH OF BWI'S AND SUCH AFFILIATE'S PRIVACY POLICIES WILL APPLY TO THE RESPECTIVE ENTITY'S USE OF YOUR PERSONAL INFORMATION.

## **USE OF YOUR ACCOUNT INFORMATION**

In addition to any rights granted to BWI with respect to your Account Information in the BWI [Privacy Policy](#), we use your Account Information to manage and administer your participation in the Programme and, to the extent permitted by applicable law, to improve the Programme.

You also authorise BWI to share your Account Information with its subsidiaries and third parties, including Licensed Hotels, Affiliates, airline and other Programme partners; award suppliers; fulfillment houses to fulfill redemption requests; technology service providers in order to service your Member Account and facilitate the booking and processing of reservations; and third party service providers that store and process personal data on BWI's behalf in a secure environment.

If you are a citizen or legal resident of the U.S. or Canada, you give BWI your express consent to obtain permissible "soft inquiry" data from credit bureaus or credit reporting agencies to determine whether you are eligible for the Best Western Rewards<sup>®</sup> MasterCard<sup>®</sup> and the Best Western Rewards<sup>®</sup> Platinum Plus<sup>®</sup> MasterCard<sup>®</sup> or other products, Programmes, services, and promotions that might be of interest to you. "Soft inquiries" are requests to credit bureaus to provide names of customers that meet certain thresholds to receive a firm offer of credit, but do not include obtaining credit reports that would affect your credit scores.

You may edit your Account Information at any time by logging into your Account and updating your profile. You are responsible for keeping your Account Information current and accurate. BWI provides all statements, communications, and updates about the Programme and your Account via email to the address in your Account. Communication is critical to the administration of the Programme. If you fail to maintain up-to-date Account Information, including a valid, subscribed e-mail address, you may not receive statements or other important communications. In addition, without a valid e-mail address on file you may not be able to receive certain types of awards, including free night vouchers, virtual gift cards, Travel Cards, and other items that are fulfilled electronically. If you do not maintain accurate and current Account Information, BWI reserves the right to take any action that it deems necessary to protect your Account against unauthorised access or fraud, including suspending or restricting your account until your Account Information can be confirmed.

Also, if you do not opt-in to receive communications from BWI or if you opt-out of receiving messages from BWI or our third party providers, you will not be able to fully participate in the Programme, or experience the full range of benefits and services available to you as a Member of the Programme. To unsubscribe from an email or other messaging, please follow the instructions in any email or messages you receive.

You can view your Account Information at any time by logging into your Account at [www.bestwestern.com](http://www.bestwestern.com), your Local Site, or through a Best Western mobile application.

To the extent permitted by applicable law, it is your responsibility to monitor Account activity and report suspicious activity to BWI.

## **EARNING POINTS FOR STAYS**

All stays are eligible to earn points (“Eligible Stays”) with the exception of the following (Non-Eligible Stays”):

- Stays booked through online travel agencies (“OTAs”), such as priceline.com, expedia.com, travelocity.com, booking.com, kayak.com (i.e., channels other than Best Western branded booking channels);
- Stays booked through tour operators; and
- Stays booked at special discounted rates, such as employee rates, FIT/wholesale/net rates, motorcoach/bus rates, crew rates, BWR free night awards rates (FX rates), or discounted rates for stays longer than thirty (30) nights.

What constitutes a rate or booking channel that qualifies as an Eligible Stay versus a Non-eligible Stay may change and so you should always confirm when making a reservation whether you are reserving a rate that qualifies as an Eligible Stay, for which you can earn Points, or a Non-Eligible Stay, for which you will not earn Points. This is more important if you are booking through a channel other than a Best Western branded booking channel.

You earn ten (10) Points for each \$1.00 U.S. Dollar (or fraction of a U.S. Dollar) paid for an Eligible Stay, excluding amounts paid for tax and incidentals. You can earn Points for up to three (3) rooms per Eligible Stay provided that: (a) one (1) room is occupied by you; (b) you pay for all the rooms; (c) Points for that room have not been issued to another Member; and (d) you presented your Best Western Rewards® membership number at the time of booking or at check-in.

If you occupy a room with another Member, only one (1) Member will receive the Points and you must decide amongst yourselves who will receive the Points.

Points are added to your Account within ten (10) business days following check-out.

Individual hotel rooms that are billed directly to a corporate account but where you are individually responsible for authorisation of settlement at check-out constitute an Eligible Stay.

Only three rooms in an Eligible Stay for a group booking will receive Points. Selection of which three rooms (and Members) receive the Points is at the discretion of the person making the reservation.

In order to calculate Points for Eligible Stays that are paid for in currencies other than U.S. Dollars, BWI will first convert the amount of the payment to U.S. Dollars using a reasonable conversion rate, as determined by BWI no less than annually and in its sole discretion but based on officially published conversion rates, and then calculate the Points based on the converted

payment amount.

If you have an Eligible Stay while you are a Member, but fail to present your Membership card or otherwise record the stay in your Account, you must request a credit for that Eligible Stay within six (6) months after the date of the Eligible Stay by visiting [www.bestwestern.com](http://www.bestwestern.com) or your Local Site, or by calling a Best Western call centre. Requests should include your name, Account number, address, daytime telephone number and/or e-mail address, and reservation confirmation number.

If you enroll in the Programme after having an Eligible Stay, you may request Points only if your enrollment occurred within thirty (30) days after your Eligible Stay. Requests should include your name, Account number, address, daytime telephone number and/or e-mail address, and reservation confirmation number.

Pooling of Points is available for individuals who share the same residential mailing address with a Member. Pooling is the collective earning of Points in one Account by individuals with the same mailing address.

## **EARNING AIRLINE MILES**

Rather than earning Points for Eligible Stays or as otherwise provided herein, you can instead elect to earn airline miles (“Miles”) with any of our approved partner frequent flyer Programmes (“Airline Programmes”) by logging into your Account through [www.bestwestern.com](http://www.bestwestern.com) or the Local Site for your country of residence or by calling a Best Western call centre and directing BWI to award Miles (instead of Points) as your earning preference, identifying the Airline Programme, and providing your frequent flyer membership number for your preferred Airline Programme. Airline Programmes may award different point values based on the rules and conditions of the individual Airline Programme. Contact a Best Western call centre prior to booking an Eligible Stay for current Miles award level information.

For a full list of Airline Programmes and details for earning Miles visit [www.bestwesternrewards.com](http://www.bestwesternrewards.com) or your Local Site.

**To be clear, if you direct BWI to award Miles instead of Points, you will not earn any Points for Eligible Stays or as otherwise provided herein; you will only earn Miles for the one Airline Programme you have selected. You may at any time return to earning Points instead of Miles using the same procedure.**

Miles earned for your chosen Airline Programme are posted within approximately ten (10) business days following check-out. Because the posting of Miles requires airline participation, the timeframe may be longer in certain situations.

You can also convert Points that you have accumulated in your Account into Miles with certain Airline Programmes. Currently, only certain partners allow conversion of Points into Miles. We are always working to add this option for more Airline Partners. In the meantime, you can always elect to earn Miles instead of Points rather than convert at a later date.

Whether you elect to earn Miles as your earning preference or decide instead to earn Points and later convert them into Miles, each Airline Programme maintains its own rules, regulations, and Programme terms and conditions, all of which will apply to your use of any Miles. BWI is not responsible for any Airline Programme's terms and conditions.

From time to time, BWI may offer special promotions in partnership with Airline Programmes that allow you to earn additional Miles. You can only take part in such promotions if, at the time of the promotion, you have chosen to earn Miles. Such promotions will be subject to any additional terms and conditions or promotion rules published where the promotion is advertised.

### **EARNING POINTS BY USING A BEST WESTERN REWARDS® MASTERCARD® CREDIT CARD**

The Best Western Rewards® MasterCard® series of credit cards for U.S. residents and the Best Western Rewards® Platinum Plus® MasterCard® credit card for Canadian residents offers Members the opportunity to earn Points on every day eligible purchases. The Best Western Rewards® MasterCard® series of credit cards for U.S. residents are issued by First Bankcard, a division of First National Bank of Omaha. The Best Western Rewards® Platinum Plus® MasterCard® credit card for Canadian residents is issued by MBNA, a division of the Toronto-Dominion Bank. Both cards are subject to credit approval and additional terms and conditions as set by the card issuers. To apply for a card, visit [www.bestwesternrewards.com](http://www.bestwesternrewards.com).

### **OTHER WAYS TO EARN POINTS**

From time to time, BWI will partner with great companies, from car rental companies to flower retailers to wine clubs and beyond, to provide you with other opportunities to earn Points when you purchase certain products and services. For details about these earning partners, visit [www.bestwesternrewards.com](http://www.bestwesternrewards.com) or your Local Site.

You may also be selected to participate in exclusive, special promotions where you will have the opportunity to earn Bonus Points. Earning such Bonus Points is subject to any additional restrictions, requirements, or terms and conditions applicable to that particular promotion. Please read the terms and conditions for any special promotion closely before participating.

### **REDEEMING POINTS FOR FREE NIGHT STAYS**

The number of Points required for one (1) free night stay at a Licensed Hotel is based on the expected average daily rate on the date requested for the stay, varies throughout the year, and is subject to change at BWI's discretion. To find the number of Points required for a free night stay, visit [www.bestwestern.com](http://www.bestwestern.com), your Local Site, or a Best Western mobile application, or contact a Best Western call centre. **A FREE NIGHT STAY IN A STANDARD ROOM AT ANY LICENSED HOTEL INCLUDES THE COST OF THE ROOM AND ROOM TAXES, BUT DOES NOT INCLUDE INCIDENTAL CHARGES, RESORT FEES, OR OTHER FEES THAT THE LICENSED HOTEL MAY CHARGE, SUCH AS PARKING FEES.**

Free night stays can be reserved at any Licensed Hotel worldwide subject to capacity controls and room availability. To check availability or to reserve a free night stay, visit [www.bestwestern.com](http://www.bestwestern.com), your Local Site, or a Best Western mobile application; call a Best Western call centre; or book directly through a Licensed Hotel. **Free night stays may not be booked through travel agents or online travel agents and are not commissionable.** Free night stays are not exchangeable for cash.

Free night stays may be gifted to a recipient of your choice in the form of a printed or electronic voucher. Reservations for free night stay vouchers must be booked by calling a Best Western call centre.

## **REDEEMING POINTS FOR MILES**

If you have directed BWI to award Miles instead of Points, then your Miles are earned at the time you pay for your Eligible Stays or through your purchases with other earning partners; those Miles are then transferred to your Airline Programme account and further redemption of Points from your Member Account is not necessary.

If you choose to convert your Points and redeem them for Miles, you can do so at any time by going to [www.bestwestern.com](http://www.bestwestern.com).

Again, each Airline Programme maintains its own rules, regulations, and Programme terms and conditions, all of which will apply to your use of any Miles. BWI is not responsible for any Airline Programme's terms and conditions.

Points will be converted into Miles at a conversion rate determined by BWI in its sole discretion using currently published conversion rates, which may change from time to time.

## **OTHER WAYS TO REDEEM**

**Special promotions:** You may also be selected to participate in exclusive, special promotions where you will have the opportunity to redeem your Points for special offers. Such opportunities will be subject to any additional restrictions, requirements, or terms and conditions applicable to that particular promotion. Please read the terms and conditions for a special promotion closely before redeeming Points or participating.

**The Best Western Travel Card<sup>®</sup>:** Points can be used to purchase a Best Western Travel Card<sup>®</sup>, which can be used for lodging charges at any Licensed Hotel worldwide (i.e. room night charges and applicable taxes), and unless the Best Western Travel Card<sup>®</sup> is offered as a part of a promotion, it does not have an expiration date. Acceptance of the Best Western Travel Card<sup>®</sup> for services other than lodging charges is at the discretion of each Licensed Hotel. For a complete list of terms and conditions relating to the Best Western Travel Card<sup>®</sup>, visit [www.travelcard.bestwestern.com](http://www.travelcard.bestwestern.com). Your receipt of a Best Western Travel Card<sup>®</sup> does not constitute a reservation. Your Best Western Travel Card<sup>®</sup> will be issued in your local currency but will be redeemed in the currency of the Licensed Hotel where you use the Best Western Travel Card<sup>®</sup> at a then-current exchange rate, determined by BWI using a rate published by a media journal or newspaper, such as the *Wall Street Journal*.

**Other Redemption Options:** You can also redeem Points for a wide range of other items by visiting [www.bestwestern.com](http://www.bestwestern.com) or your Local Site, or by calling a Best Western call centre.

For redemption items that are delivered digitally, such as virtual gift cards, you will generally receive an email containing your gift card within seven (7) business days after redeeming your Points. For redemption items that are mailed to you, such as merchandise and physical gift cards, BWI endeavours to mail such items to you promptly, but occasionally, it may take between four (4) weeks to eight (8) weeks depending upon availability.

For security purposes, redeemed items cannot be shipped to a P.O. Box, and certain types of gift cards and merchandise may not be available outside of the certain regions. Please make sure the address in your Member Account is current before placing a redemption order.

All gift cards and gift certificates redeemed with Points are subject to any additional terms and conditions imposed by the applicable issuer, which may include expiration dates, inactivity fees, and other restrictions (except for the Best Western Travel Card<sup>®</sup>, which does not have expiration dates or inactivity fees unless it is issued as part of a promotion). Certain gift card and gift certificate providers charge fees for inactivity. Accordingly, BWI can only warrant that a gift card or gift certificate will be redeemable at full face value (i.e. no deductions for inactivity) for six (6) months from the date of your order.

Many redemption items are provided through independent suppliers and are subject to additional terms and conditions. BWI makes no guarantees, warranties or representations of any kind, express or implied, with respect to such items, and, to the extent permitted by the law of your jurisdiction, shall not be liable for any loss, expense, accident or inconvenience that may arise in connection with the use of such items. However, most merchandise items available through the Programme are backed by the manufacturer by a manufacturer's warranty.

For merchandise that is defective upon delivery or damaged during shipping Members should contact a Best Western call centre. BWI will contact the vendor, retailer, seller, or manufacturer of the item to seek a return label and provide the label to the Member to assist in their returning the merchandise and seeking an exchange. Gift cards and gift certificates are not exchangeable, refundable, or changeable under any circumstances and are not replaceable in the event of loss or destruction.

**Charitable Donations:** You may also choose to redeem Points for a charitable donation to certain approved charities, in which case the following conditions will apply.

- The donation will be reflected on your online statement in your Account, which will constitute your receipt.
- You are solely responsible for consulting your tax advisor regarding whether your donation of Points may be tax deductible.

Visit [www.bestwesternrewards.com](http://www.bestwesternrewards.com) or your Local Site for further details on this redemption option.

**General:** Many redemption items are valid only in certain countries or are denominated in certain currencies.

It is the responsibility of the Member to select a redemption item that corresponds to the Member’s intended use. To the extent permitted by applicable law, once fulfilled, redeemed items may not be returned or refunded, and items are subject to availability.

BWI shall make a good faith effort to fulfill an order with the items requested; however, BWI may substitute a similar item with equivalent value if an item is not available.

**BEST WESTERN REWARDS® DISCOUNTED ROOM RATE**

Members who book a reservation at a Licensed Hotel through [www.bestwestern.com](http://www.bestwestern.com) or a Local Site may receive a discount of 10% or more off the published “Flexible Rate.” To take advantage of this discount, select the “Best Western Rewards® Rate Plan.” This rate may not be available in all countries.

**ELITE STATUS**

BWI offers four different levels of Elite Status Membership (Gold, Platinum, Diamond, and Diamond Select), to become effective no later than March 1, 2016. To achieve an Elite Status, you must accumulate either the required number of Nights, Eligible Stays, or Points in a calendar year as designated in the chart below:

<b>STATUS LEVEL</b>	<b>NIGHTS</b>	<b>STAYS</b>	<b>POINTS</b>  (From Eligible Stays only; excludes Bonus Points or promotional points)
<b>Gold</b>	10 to 14 nights	7 to 9 Eligible Stays	10,000 to 14,999 Points
<b>Platinum</b>	15 to 29 nights	10 to 19 Eligible Stays	15,000 to 29,999 Points
<b>Diamond</b>	30 to 49 nights	20 to 39 Eligible Stays	30,000 to 49,999 Points
<b>Diamond Select</b>	50 or more nights	40 or more Eligible Stays	50,000 or more Points

Once you achieve Elite Status, that status will remain in effect for the remainder of the calendar year in which it is achieved and through the end of the next calendar year as well. If you meet the requirements for next Elite Status level you will progress to the next Elite Status level. For example, if you achieve Gold Elite Status in August 2016, you will retain Gold Elite Status through December 31, 2017. If you achieve Gold Elite Status in August 2016 and then Platinum Status in October 2016, you will retain Platinum Elite Status through December 31, 2017. BWI reserves the right, in its sole discretion, to grant Elite Status to Members who have not met the Elite Status criteria.

As an Elite Status Member, you will receive Bonus Points for each Eligible Stay completed during the time in which you maintain Elite Status, as follows:

- Members who have attained Gold Elite Status receive a 10% Point bonus;
- Members who have attained Platinum Elite Status receive a 15% Point bonus;
- Members who have attained Diamond Elite Status receive a 30% Point bonus; and
- Members who have attained Diamond Select Elite Status receive a 50% Point bonus.

Bonus Points will be awarded beginning with the first Eligible Stay after Elite Status is earned.

Members who have attained Elite Status may transfer Points to other Members, which shall be without charge.

Members who have attained Elite Status will be provided with a dedicated toll-free number to call to facilitate all reservations and account servicing needs.

Members who achieve Elite Status at the Platinum, Diamond, and Diamond Select levels receive a welcome gift upon check-in.

Members who have attained Elite Status at the Platinum, Diamond, and Diamond Select levels may receive an upgraded room at the time of check-in. Assignment of an upgraded room is within the sole discretion of the applicable Licensed Hotel and may include rooms with desirable views, rooms on high floors, corner rooms, rooms with special amenities or those in proximity to special amenities, or suites. A room upgrade is not available at BW Premier Collection® Licensed Hotels. In the event that a Member who has attained Elite Status at the Platinum, Diamond, or Diamond Select level makes a reservation for multiple rooms, the room upgrade is only available for the room occupied by such Member and not for any other rooms in the reservation, and the Member with Elite Status must be present and occupy one (1) of the rooms to receive any benefit of Elite Status. In the event of a group reservation, only the Member who has the Elite Status will receive the benefits of Elite Status. Room upgrades are subject to availability. Licensed Hotels are not required to provide specialty rooms or suites room upgrades.

## **POINT EXPIRATION AND MEMBERSHIP CANCELLATION**

Points earned under the Programme do not expire. This is an exciting change for Members of some Legacy Programmes. For those Legacy Programmes where Points were due to expire on or before December 31, 2015, those Points will still expire consistent with the schedule of the Legacy Programme in which they were earned. Commencing on January 1, 2016 (the Programme Date), however, all unexpired and unredeemed Points earned in Legacy Programmes shall no longer be subject to expiration, regardless of country of residence.

BWI reserves the right to cancel any Member Account and revoke any and all unredeemed Points in the event of any of the following circumstances:

- your violation of these Terms;
- your providing any false or inaccurate Account Information or your misuse of the Programme;
- your violation of any national, state, or local law or regulation;
- your bartering or selling Points or redemption items (including for commercial purposes);
- your failure to pay for Licensed Hotel charges, including payments to Licensed Hotels that are invalid or returned for having insufficient funds;
- your commission of fraud or abuse involving any portion of the Programme;
- your knowingly maintaining more than one (1) active Member Account;
- any action or conduct by you that is determined by BWI in its sole discretion to be unreasonable, harassing, offensive to, or to the detriment of the Programme, any of its alliances, partners, or representatives, BWI employees, or the staff of Licensed Hotels; or
- in the event of any suspicious activity in your Member Account.

## **APPLICABLE LAW; ARBITRATION**

### **Please Read This Carefully. It Affects Your Rights.**

Unless prohibited by the laws of your jurisdiction, any and all disputes between you and BWI or any of its designated subsidiaries arising under or related in any way to these Terms or your participation in the Programme (defined below as Claims) shall be resolved by applying the laws of Arizona or the federal laws of the United States, as applicable, without regard to conflict of laws principles.

Further, any and all disputes between you and BWI or any of its designated subsidiaries arising under or related in any way to these Terms or your participation in the Programme must be resolved through binding arbitration as described in this section. This agreement to arbitrate is intended to be interpreted broadly. It includes, but is not limited to, all claims and disputes, including class action claims, relating to and arising from your participation in the Programme, including but not limited to any claims related to or arising out of unauthorised disclosure of or access to any Account Information (“Security Breach”), advertising or marketing claims, product liability, or consumer claims (“Claims”).

**YOU AGREE THAT BY ENTERING INTO THIS AGREEMENT, YOU AND BWI ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. YOU AND BWI AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND**

**NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.**

The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association (“AAA”), as modified by this section. For any claim where the total amount of the award sought is \$10,000 or less, the AAA, you, and BWI must abide by the following rules: (a) the arbitration shall be conducted solely based on written submissions; and (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties. If the claim exceeds \$10,000, the right to a hearing will be determined by the AAA rules, and the hearing (if any) must take place solely and exclusively in Phoenix, Arizona. The arbitrator’s ruling is binding and may be entered as a judgement in any court of competent jurisdiction. In the event this agreement to arbitrate is held unenforceable by a court or is prohibited by the laws of your country of residence, then any Claims that would otherwise have been arbitrated shall be solely and exclusively brought only in the state or federal courts within Phoenix, Arizona.

To the extent permitted by applicable law all Claims, judgements and awards shall be limited to actual out-of-pocket costs incurred (including, with respect to a Security Breach, costs of legally required notification and remediation) but in no event include attorneys’ fees, and under no circumstances will any Member be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental, special, consequential damages and any other damages, other than for actual out-of-pocket expenses.

To the extent the laws of your country of residence mandate the restriction or prohibition of the requirement to arbitrate, the prohibition against class actions, the application of the laws of Arizona or the federal laws of the United States as applicable, or the jurisdiction of the federal or state courts located in Phoenix, Arizona, you agree that the following provisions of this paragraph shall apply: Any dispute arising out of or in connection with this contract (defined above broadly as Claims), including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under authority of the London Court of International Arbitration (“LCIA”) and the LCIA Rules, which rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three. The seat or legal place of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English. The governing law in such an event shall be the substantive law of England and Wales.

Notwithstanding the foregoing, each Member and BWI shall be entitled to seek injunctive relief (unless otherwise precluded by any other provision of these Terms) in the state and federal courts of Phoenix, Arizona.

**OTHER TERMS AND CONDITIONS**

Unless prohibited by the laws of your jurisdiction, all Terms, including all Point earning and redemption requirements are subject to revision without notice by BWI, in its sole and absolute discretion.

Determination and payment of tax liability is your sole responsibility as a Member.

Neither BWI, its subsidiaries, employees, agents, or partners, nor Licensed Hotels or Affiliates shall be responsible for lost or stolen awards.

Except for gifting of free night stays as permitted by these Terms, you may not transfer your Points to anyone without a valid court order or unless otherwise noted in these terms, such as for Elite Status Members.

Points are not redeemable for cash or any other form of credit unless specifically required by applicable law. Point value is set by BWI in its sole discretion and may be updated from time to time, as permitted by applicable law.

BWI may choose in its sole discretion to issue membership credentials in a variety of formats to Members. Physical membership credentials issued by BWI remain the sole property of Best Western and must be surrendered by the Member upon request.

BWI may modify the Points listed in your Account based on actual stay information.

BWI may terminate the Programme at any time without prior notice, in which case you must redeem your Points within ninety calendar days, or any other period required by the applicable law of your jurisdiction, after your receipt of notice of termination of the Programme to avoid forfeiting your Points.

The Programme is governed by laws of the United States and the State of Arizona without regard conflicts of laws principles, unless otherwise indicated in the “Special Notes” sections below.

BWI is not responsible for illegible, lost, late, incomplete, misdirected, or undeliverable mail or e-mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt or jumbled transmissions, service provider/Internet/web site/use net accessibility, availability, or traffic congestion, or any technical, typographical, or other error, or unauthorised human intervention, or the incorrect or inaccurate capture of Account Information, or the failure to capture, or loss of, any such Account Information.

BWI assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, or technical error.

We may revise these Terms from time to time by posting an updated version on this page. If you are a Member and a revision meaningfully reduces your rights, we will notify you by sending a message to the email address associated with your Account and you agree that the revised Terms will be effective ninety (90) days after the message is sent to you. Your continued participation in the Programme is subject to the most current, effective version of these Terms.

The waiver by BWI of any breach by a Member of a term, covenant, provision, or condition provided herein shall not constitute a waiver of any prior, concurrent or subsequent breach by the Member of the same or any other term, covenant, provision, or condition herein.

These Terms only apply to the extent permitted by the laws of the country, state, or province of the applicable Member. To the extent any of the foregoing limitations are not permitted under the laws of your country, state, or province, you agree that the remaining portions of these Terms that are permissible shall apply to the maximum extent permitted by law.

**SPECIAL NOTE FOR AUSTRALIAN RESIDENTS.** You may have certain rights under the Australian Consumer Law known as “consumer guarantees.” Nothing in the Terms is intended to exclude or restrict any non-excludable rights any Member has under the Australian Consumer Law. With respect to any disputes between BWI and Members that are residents of Australia in connection with the Programme, these Terms, or your receipt or use of any Award, either Party may file a Claim, but shall only be permitted to file a Claim in the courts located in the City of Phoenix, State of Arizona, USA or in the City of Sydney, New South Wales, Australia.

**SPECIAL NOTE FOR CANADIAN RESIDENTS.** You may choose during enrollment to provide your express consent to receive special offers and information about services (from BWI or any third party partner) that may be of interest to you and grant permission to BWI to send electronic messages to you regarding these things. If you do not provide such express consent during the enrollment process, then you shall not be registered to receive such offers. You agree, however, that BWI may send you statements, communications, and updates concerning your Account via email to the address in your Account Information. If you consent to receive offers during registration but later decide that you do not want to continue receiving these offers, you may indicate so at any time by emailing us at [rewards.cs.@bestwestern.com](mailto:rewards.cs.@bestwestern.com).

**SPECIAL NOTE FOR JAPANESE RESIDENTS.** With respect to any disputes between BWI and Members that are Japanese residents in connection with the Programme, these Terms, or your receipt or use of any Award, either party may file a Claim, but shall only be permitted to file a Claim in the courts located in the City of Tokyo, Japan, or in the City of Phoenix, State of Arizona, USA.

**SPECIAL NOTE FOR QUEBEC RESIDENTS.** You may choose during enrollment to provide your express consent to receive special offers, and information about services (from BWI or any third party partner) that may be of interest to you and grant permission to BWI to send electronic messages to regarding these things. If you do not provide such express consent during the enrollment process, then you shall not be registered to receive such offers. You agree, however, that BWI may send you statements, communications, and updates concerning your Account via email to the address in your Account Information. If you consent to receive offers during registration but later decide that you do not want to continue receiving these offers, you may indicate so at any time by emailing us at [rewards.cs.@bestwestern.com](mailto:rewards.cs.@bestwestern.com). French language versions of bestwestern.com are available at <http://fr.bestwesternquebec.com/>.

**SPECIAL NOTE FOR SOUTH AFRICAN RESIDENTS.** With respect to any disputes between BWI and Members that are residents of South Africa in connection with the Programme, these Terms, or your receipt or use of any Award, either Party may file a Claim, but shall only be permitted to file a Claim in the courts located in the city of Cape Town, South Africa or in the city of Phoenix, State of Arizona, USA.

**SPECIAL NOTE FOR ITALIAN RESIDENTS.** The Programme is provided in Italy and the Republic of San Marino by Best Western Italia S.C.p.A (“BW Italia”) and BWI. The Terms applicable to Members that reside in Italy are available [here](#).

**SPECIAL NOTE FOR GERMAN RESIDENTS.** If you are a consumer located in Germany, the application of the laws of the United States and the State of Arizona shall not deprive you of the protection afforded by mandatory German consumer protection provisions. You may choose during enrollment to provide your express consent to receive special offers, and information about services (from BWI or any third party partner) that may be of interest to you and grant permission to BWI to send electronic messages to regarding these things. If you do not provide such express consent during the enrollment process, then you shall not be registered to receive such offers. You agree, however, that BWI may send you statements, communications, and updates concerning your Account via email to the address in your Account Information. If you consent to receive offers during registration but later decide that you do not want to continue receiving these offers, you may indicate so at any time by emailing us at [rewards.cs.@bestwestern.com](mailto:rewards.cs.@bestwestern.com).

**SPECIAL NOTE FOR FRENCH RESIDENTS.** You may terminate your participation in the Programme and your Account at any time. By terminating your participation in the Programme, you acknowledge and agree that you forfeit any Points earned and will not be able to redeem Points for any of the benefits described herein.

**SPECIAL NOTE FOR CHINA RESIDENTS.** You may choose during enrollment to provide your express consent to receive special offers and information about services (from BWI or any third party partner) that may be of interest to you and grant permission to BWI to send electronic messages on these topics. If you do not provide such express consent during the enrollment process, then you shall not be registered to receive such offers. You agree, however, that BWI may send you statements, communications, and updates concerning your Account via e-mail to the address in your Account Information. If you consent to receive offers during registration but later decide that you do not want to continue receiving these offers, you may indicate so at any time by emailing us at [rewards.cs.@bestwestern.com](mailto:rewards.cs.@bestwestern.com).