

## WYNDHAM REWARDS

**The Rewards Circle SynXis Property Hub and OPERA Cloud Incentive Program Terms & Conditions – United States (the “Terms”). These Terms have been updated effective as of August 1, 2024 to add The Rewards Circle Hotel Champion Tier and WaterWalk Extended Stay<sup>SM</sup> by Wyndham, as more particularly set forth below.**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO PARTICIPATE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF RECEIVING AN AWARD.** Void in Puerto Rico and U.S. Virgin Islands and outside the United States and where prohibited by law. Subject to all federal, state and local laws, regulations and ordinances.

**1. Eligibility:** Wyndham Hotel Group, LLC (“WHG”, “Sponsor” “SPONSOR”, “we”, “us”, “our” and/or “ours”) is offering The Rewards Circle SynXis Property Hub/OPERA Cloud Incentive Program (the “Incentive Program”) to incentivize employees of Wyndham Hotel Group franchised properties which utilize a SynXis Property Hub, OPERA Cloud and/or eDesk to enroll new members in its Wyndham Rewards program (“Wyndham Rewards”). As more particularly set forth below, the Incentive Program is open to Eligible Employees of Eligible Hotels (each as defined below).

For purposes of these Terms, “Eligible Hotel” means any Wyndham Hotel Group branded hotel property located in the fifty (50) United States that satisfies all of the following conditions:

(i) participates in the Program pursuant to the terms described in the Program’s Front Desk Guide, (ii) utilizes a SynXis Property Hub pursuant to a SynXis Subscription Agreement or OPERA Cloud PMS pursuant to an agreement with Oracle America, Inc., and (iii) operates under one of the following WHG brands: AmericInn<sup>®</sup> by Wyndham, Baymont<sup>®</sup> by Wyndham, Days Inn<sup>®</sup> by Wyndham, Dolce<sup>®</sup> by Wyndham, Hawthorn<sup>®</sup> Extended Stay by Wyndham, Howard Johnson<sup>®</sup> by Wyndham, La Quinta<sup>®</sup> by Wyndham, Microtel by Wyndham<sup>®</sup>, Ramada<sup>®</sup> by Wyndham, Super 8<sup>®</sup> by Wyndham, Trademark Collection<sup>®</sup> by Wyndham (excluding Caesars Entertainment/Trademark Collection<sup>®</sup> by Wyndham co-branded properties), Travelodge<sup>®</sup> by Wyndham, TRYP by Wyndham<sup>®</sup>, WaterWalk Extended Stay<sup>SM</sup> by Wyndham, Wingate by Wyndham<sup>®</sup>, Wyndham Garden<sup>®</sup>, Wyndham<sup>®</sup> or Wyndham Grand<sup>®</sup> (each a “Brand”).

For purposes of these Terms, “Eligible Employee” means, during any given calendar month of the Incentive Period (as defined below), an employee of an Eligible Hotel who satisfies all of the conditions below:

- (i) has, as of the first day of such calendar month, reached the age of majority in each of his or her jurisdiction of residence, and the jurisdiction where his/her Eligible Hotel is located; and
- (ii) is, at the time of processing the applicable Wyndham Rewards enrollment, a member of Wyndham Rewards (Wyndham Rewards is free to join and open to individuals 18 years or older).

Notwithstanding anything to the contrary contained in these Terms, an employee of an Eligible Hotel that opens during the Incentive Period (as defined below) will not be eligible to participate in the Incentive Program during the calendar month in which such Eligible Hotel opens.

**IN ORDER FOR A HOTEL EMPLOYEE TO BE ENTERED, THE HOTEL EMPLOYEE AND THE HOTEL BY WHICH SUCH HOTEL EMPLOYEE IS EMPLOYED MUST FULFILL ALL THE REQUIREMENTS SET FORTH HEREIN.**

Participation constitutes full and unconditional agreement to these Terms by the Eligible Employee and the Eligible Hotel by which such Eligible Employee is employed and to the decisions of Sponsor which are final and binding in all matters related to the Incentive Program. Sponsor reserves the right to verify the eligibility of all participating employees and their respective employer hotels and to reject any Wyndham Rewards enrollment it deems ineligible under these Terms (as determined by Sponsor in its sole discretion).

An individual is not entitled to any award unless and until his/her eligibility and that of his/her respective employer hotel has been verified.

**2. Incentive Period:** The Promotion begins at 12:01 a.m. ET on January 1, 2024 and ends at 11:59 p.m. ET on December 31, 2024 the “Incentive Period”). **These Terms have been updated, effective as of August 1, 2024, to add The Rewards Circle Hotel Champion Tier and WaterWalk Extended Stay by Wyndham, as more particularly set forth below.**

### 3. Determination of VE Award Recipients:

Sponsor will award each Eligible Employee of an Eligible Hotel two hundred (200) Wyndham Rewards points for each Valid Enrollment (as defined below) he or she processes during the Incentive Period (each, a “VE Award”). Limit of five hundred, ninety-nine (599) VE Awards per Eligible Employee of an Eligible Hotel during the Incentive Period; *provided*, however, that, notwithstanding anything to the contrary contained herein, each Eligible Employee of an Eligible Hotel shall be limited to a maximum of one hundred nineteen thousand, eight hundred (119,800) Wyndham Rewards points in total from Sponsor pursuant to this Incentive Program and any and all other incentives, contest or promotions offered by Sponsor during the calendar year (the “Employee Award Cap”). Without limiting the foregoing, this means each Eligible Employee of an Eligible Hotel may receive no more than 599 VE Awards from Sponsor in connection with this Incentive Program, even if he or she processes more than 599 Valid Enrollments during the Incentive Period. VE Award eligibility will be determined, and VE Awards distributed, in respect of each calendar month during the Incentive Period. Approximate retail value (“ARV”) of one (1) VE Award: US\$1.00; ARV of five hundred, ninety-nine (599) VE Awards: US\$599; ARV of one hundred, nineteen thousand, eight hundred (119,800) Wyndham Rewards points: US\$599. The cost of all VE Awards is funded by Sponsor. VE Award recipients are solely responsible for any and all applicable federal, state, territorial and local taxes related to their acceptance and use of Sponsor Prizes.

### 4. Determination of Quarterly Champion Hotel Awards:

Once an Eligible Employee reaches the Employee Award Cap (a “Capped Employee”), their Eligible Hotel will be deemed a “Rewards Circle Hotel Champion”. For every Valid Enrollment processed by a Capped Employee between August 1, 2024 and December 31, 2024, the applicable Rewards Circle Hotel Champion will receive two hundred (200) Wyndham Rewards points (each, a “Champion Hotel Award”) via its Points bank, available in eDesk; *provided*, however, that, notwithstanding anything to the contrary contained herein, each Rewards Circle Hotel Champion shall be limited to a maximum of one hundred nineteen thousand, eight hundred (119,800) Wyndham Rewards points in total from Sponsor pursuant to this Incentive Program and any and all other incentives, contests or promotions offered by Sponsor during the calendar year. Without limiting the foregoing, this means each Rewards Circle Hotel Champion may receive no more than 599 Champion Hotel Awards, even if its Capped Employees (individually or collectively) process more than 599 Valid Enrollments between August 1, 2024 and December 31, 2024.

Champion Hotel Awards will be distributed on or around October 10 (for the period beginning August 1, 2024 and ending September 30, 2024) and on or around January 10, 2025 (for the period beginning October 1, 2024 and ending December 31, 2024).

General managers of Rewards Circle Hotel Champions are responsible for distributing Champion Hotel Awards. Approximate retail value (“ARV”) of one (1) Champion Hotel Award: US\$1.00; ARV of five hundred, ninety-nine (599) Champion Hotel Awards: US\$599; ARV of one hundred, nineteen thousand, eight hundred (119,800) Wyndham Rewards points: US\$599. The cost of all Champion Hotel Awards will be funded by Sponsor. Champion Hotel Award recipients (regardless of whether the award is received directly from Sponsor or as a result of a subsequent transfer) are solely responsible for any and all applicable federal, state, territorial and local taxes related to their acceptance and use of Champion Hotel Awards.

### 5. Definitions.

**5.1 Valid Enrollments:** For the purposes of these Terms, an enrollment must meet the following criteria to be deemed a Valid Enrollment:

- i. The enrollment takes place via a Property Management System or eDesk;
- ii. In the case of enrollment by SynXis Property Hub and OPERA Cloud, the enrollment is associated with the Wyndham Rewards member number of an Eligible Employee, which member number has been entered into such Eligible Employee’s SynXis Property Hub User Information or OPERA Cloud User Profile, as applicable, by the General Manager of his or her Eligible Hotel;
- iii. In the case of enrollment by eDesk, the Eligible Employee enroller has added his/her valid Wyndham Rewards member number to the Member Enrollment form at the time of enrollment;

- iv. An Enrollment Stay (as defined below) is associated with the enrollment;
- v. The guest's first name, last name, address and phone number are provided at the time of enrollment;
- vi. A valid email address for the member is provided at the time of enrollment;
- vii. The enrollment and stay occur at the same Eligible Hotel;
- viii. The member number on the enrollment matches the member number on the enrollment stay;
- ix. The enrollment takes place before the guest checks out from his/her Enrollment Stay and the Enrollment Stay is processed before the end of the calendar month in which the Enrollment Stay took place; and
- x. The Enrollment Stay is processed for the member at the enrollment property.

**5.2 Enrollment Stay:** For the purposes of these Terms, an Enrollment Stay means the first stay with a nightly rate of US\$25 or more processed for a new member, which such stay is completed at the enrolling Eligible Hotel.

**For purposes of this Incentive Program, a Valid Enrollment will be counted in the calendar month during which the Enrollment Stay is posted. Any enrollments made by any employee or other hotel agent during the Incentive Period that are not Valid Enrollments under these Terms (as determined by Sponsor in its sole discretion), will not be eligible for any award under these Terms.**

FOR THE AVOIDANCE OF DOUBT, A HOTEL EMPLOYEE WILL BE DISQUALIFIED FROM THE INCENTIVE PROGRAM IF HE/SHE ENGAGES IN ANY ACTIVITY INTENDED TO ARTIFICIALLY INFLATE OR OTHERWISE MANIPULATE THE ACTUAL NUMBER OF VALID ENROLLMENTS OBTAINED BY HIM/HER DURING THE INCENTIVE PERIOD.

**6. Award Process:** VE Awards will be deposited directly into recipients' Wyndham Rewards member accounts on or about the tenth (10<sup>th</sup>) day of the calendar month following the calendar month in which their applicable Valid Enrollment(s) were processed. Champion Hotel Awards will be deposited into to the applicable hotel's Points Bank, available in eDesk, on or about the tenth (10<sup>th</sup>) day of the calendar month following the calendar quarter in which the applicable Valid Enrollments were processed.

Wyndham Rewards point redemption is subject to availability and standard terms and conditions of the Wyndham Rewards program. For further details and terms and conditions, go to <https://www.wyndhamhotels.com/wyndham-rewards/terms>.

**7. General Conditions:** By participating in this Incentive Program, each Eligible Employee, Eligible Hotel and any other participant (each occasionally referred to in these Terms as a "Participant", "PARTICIPANT", "you", "your" and/or "yours") agrees to be bound by these Terms and by Sponsor's decisions, which are final and binding on all matters pertaining to this Incentive Program. Sponsor's failure to enforce any term of these Terms shall not constitute a waiver of that provision. If, for any reason, the Incentive Program is not capable of running as planned, Sponsor may, in its sole discretion, void any entries and (a) modify or suspend the Incentive Program to address the impairment and then resume the Incentive Program in a manner that best conforms to the spirit of these Terms; or (b) cancel or terminate the Incentive Program (or any portion thereof) and distribute the awards in a manner that best adheres to these Terms as determined by Sponsor in its sole discretion. Sponsor reserves the right at its sole discretion to disqualify any hotel, hotel employee or hotel agent it finds to be attempting to tamper with or undermine the entry process and/or the legitimate operation of the Incentive Program; to violate these Terms; or, to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. Disqualification shall not constitute Sponsor's sole remedy under such circumstances, however. **WARNING: ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE ASSOCIATED WITH THIS INCENTIVE PROGRAM OR UNDERMINE THE LEGITIMATE OPERATION OF THE INCENTIVE PROGRAM MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.** Sponsor is not responsible for any technical, pictorial, typographical or editorial error or omission contained herein, in the administration or advertisement of the Incentive Program or in the announcement of award recipients.

**8. Publicity:** EXCEPT TO THE EXTENT PROHIBITED BY LAW, PARTICIPATION IN THE INCENTIVE PROGRAM CONSTITUTES EACH AWARD RECIPIENT'S GRANT TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR), THEIR PARENTS, SUBSIDIARIES, AFFILIATES, FRANCHISEES, ADVERTISING AND INCENTIVE PROGRAM AGENCIES, AND THOSE ACTING PURSUANT TO ITS

AUTHORITY, THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE (WITH REGARD TO THE HOTEL EMPLOYEE, HOTEL AND/OR ITS AUTHORIZED REPRESENTATIVE, AS APPLICABLE), WORLDWIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING BUT NOT LIMITED TO THE WORLD WIDE WEB, AT ANY TIME OR TIMES, THEIR NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, OPINIONS AND BIOGRAPHICAL INFORMATION (INCLUDING BUT NOT LIMITED TO HOMETOWN AND STATE) FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME ON TELEVISION OR RADIO BROADCAST) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION.

**9. Release and Limitations of Liability:** Each participant agrees that Sponsor and its parents, affiliates, subsidiaries, franchisees, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, and their respective officers, directors, employees, representatives and agents (the "Released Parties") are not responsible for: (1) any incorrect or inaccurate information, whether caused by participants, printing errors or by any of the equipment or programming associated with or utilized in the Incentive Program; (2) technical failures of any kind; (3) unauthorized human intervention in any part of the participation process or the Incentive Program; (4) technical or human error which may occur in the administration of the Incentive Program or the processing of participation therein; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participant's participation in the Incentive Program or receipt or use or misuse of any prize. BY PARTICIPATING IN THIS INCENTIVE PROGRAM, PARTICIPANT AGREES THAT THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY PARTICIPANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF AN AWARD OR PARTICIPATION IN THIS INCENTIVE PROGRAM OR IN ANY INCENTIVE PROGRAM -RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY AWARD CANNOT BE AWARDED DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM. BY PARTICIPATING IN THIS INCENTIVE PROGRAM, PARTICIPANTS AGREE THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY.

#### **10. DISPUTE RESOLUTION; ARBITRATION; MASS ARBITRATION; PROHIBITION OF CLASS ACTIONS; GOVERNING LAW**

This section is deemed to be a "written agreement to arbitrate" pursuant to the Federal Arbitration Act, and Participant and Sponsor each agree that this section is intended to satisfy the "writing" requirement of the Federal Arbitration Act.

**THE FOLLOWING TERMS TO WHICH PARTICIPANT IS CONSENTING CONSIST OF A PRE-DISPUTE RESOLUTION PROCESS, BINDING ARBITRATION PROVISION, MASS ARBITRATION PROVISION, AND A CLASS-ACTION AND JURY TRIAL WAIVER.**

To the fullest extent permitted by law, by participating in this Incentive Program and/or accepting any award of any kind in connection therewith (for purposes of this Section 10, an "Award" or "AWARD"), Participant and Sponsor agree that if a dispute arises between PARTICIPANT and the SPONSOR, SPONSOR'S PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES AND/OR AGENTS (SPONSOR, COLLECTIVELY WITH SUCH OTHER ENTITIES AND INDIVIDUALS, THE "SPONSOR PARTIES") relating in any way to this Incentive Program, any Award, the Wyndham Rewards program or Participant's use thereof, including common law or statutory claims, the dispute will be resolved in accordance with the provisions set forth in this section. PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS PARTICIPANT'S RIGHTS AND WILL IMPACT HOW CLAIMS PARTICIPANT AND SPONSOR HAVE AGAINST EACH OTHER ARE RESOLVED. Participant and Sponsor agree that any and all disputes or

claims that have arisen or may arise between Participant and Sponsor or any of the other SPONSOR PARTIES in connection with this Incentive Program, any Award and/or the Wyndham Rewards program (including, without limitation, any products or services offered or sold in connection with any of the foregoing), and Participant's use of and participation in this Incentive Program, any Award and/or the Wyndham Rewards program, shall be resolved exclusively through confidential, final, and binding arbitration; provided that either party may file suit in court seeking to enjoin infringement, misappropriation, or misuse of its intellectual property rights. **PARTICIPANT IS GIVING UP THE RIGHT TO LITIGATE A DISPUTE IN COURT BEFORE A JUDGE OR JURY.**

**PRE-ARBITRATION DISPUTE RESOLUTION:** Participant and Sponsor agree that whenever Participant or Sponsor have a disagreement ("Dispute") with the other arising out of, connected to, or in any way related to this Incentive Program, any Award and/or the Wyndham Rewards Program that is subject to the arbitration provision herein, Participant and Sponsor will first send a written notice to the other party (a "**Demand**"). Participant and Sponsor agree that the requirements of this Dispute Resolution section will apply even to disagreements that may have arisen before Participant accepted these Terms. Participant must send the Demand to the following address (the "**Notice Address**"): Wyndham Hotel Group, LLC, Attn: Legal Department, 22 Sylvan Way, Parsippany, New Jersey, 07054. Sponsor must send the Demand to Participant via certified mail to the most recent address Sponsor has on file for Participant (or by email if Sponsor only has an email address for Participant on file). A Demand (1) shall seek to resolve a Dispute only on an individual basis (i.e., between Participant and the applicable SPONSOR PARTY/IES); (2) shall state the full basis for the Dispute (including the details about the Dispute sufficient for the recipient to review and respond) and the date that the Dispute arose; (3) shall provide the individual claimant's full name, phone number, and email address to confirm their identity and to aid communication; and (4) shall be personally signed by the individual claimant or for Sponsor by its authorized representative (and not only their counsel). Within twenty (20) business days of receipt of a Demand, the recipient may request an individualized video or telephone conference to attempt in good faith to resolve the Dispute which both Participant and Sponsor will personally attend (with counsel, if represented). Participant and Sponsor agree that Participant and Sponsor will not take any legal action, including filing a lawsuit or demanding arbitration, until after the period to request a conference expires or, if a conference is requested, twenty (20) business days after the individualized conference is completed. Compliance with this informal dispute resolution procedure section is mandatory and a condition precedent to initiating any lawsuit or arbitration. This procedure is essential to providing each of us a meaningful opportunity to resolve Disputes informally. Any applicable limitations periods and filing fee deadlines will be tolled while the parties engage in the process set forth above. A court of competent jurisdiction may enjoin the filing or prosecution of a lawsuit or arbitration if these requirements have not been met.

**ARBITRATION PROCEDURE:** If the Dispute stated in the Demand is not resolved to Participant's or Sponsor's satisfaction within ten (10) business days after the conference described above (or within ten (10) business days after the time when such a conference may be requested if no conference has been requested), and Participant intends on taking legal action, Participant agrees that Participant will file a demand for arbitration with JAMS. The arbitration will be conducted under JAMS's Comprehensive Rules & Procedures, including the JAMS's Consumer Rules (as applicable), as modified by this Agreement to Arbitrate. The JAMS's rules and a form for initiating arbitration proceedings are available on the JAMS's website at: <https://www.jamsadr.com/rules-comprehensive-arbitration/>. The arbitrator, and not any federal, state, provincial, territorial or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms, including, but not limited to, any claim that all or any part of these Terms is void or voidable, except that a court of competent jurisdiction may enjoin the filing or prosecution of an arbitration if the Pre-Arbitration Dispute Resolution requirements set forth above have not been met.

The arbitration shall be held in the county in which Participant resides or at another mutually agreed location. If the value of the relief sought is \$10,000 or less, either Participant or Sponsor may elect to have the arbitration conducted by telephone and/or video conference or based solely on written submissions, which election shall be binding on the other party subject to the arbitrator's discretion to require an in-person hearing if the circumstances warrant. Attendance at an in-person hearing may be made by telephone and/or video conference, unless the arbitrator requires otherwise. The arbitrator will decide the substance of all claims in accordance with the laws of the State of New Jersey, including recognized principles of equity,

and will honor all claims of privilege recognized by law.

**CLASS ACTION WAIVER:** Participant and Sponsor agree that each of us may bring claims against the other only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. Unless both Participant and Sponsor agree otherwise or the Mass Arbitration provisions set forth below are triggered, the arbitrator may not consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. Also, the arbitrator may award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claim(s). Any relief awarded cannot affect any other person or party. Participant and Sponsor further agree that in the event this arbitration agreement is held to be unenforceable for any reason, the prohibitions on class and representative actions and non-individualized relief set forth in this paragraph are severable and shall apply to any claim between Participant and Sponsor in any forum. **PARTICIPANT IS GIVING UP THE RIGHT TO COMMENCE OR PARTICIPATE IN CLASS AND REPRESENTATIVE ACTIONS.** The arbitrator's award shall be confidential, final, and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Payment of all filing, administration, and arbitrator fees will be governed by JAMS's rules.

**Mass Arbitration:** If, at any time, twenty five (25) or more claimants (including Participant) submit Demands or seek to file demands for arbitration raising similar claims against Sponsor, and such circumstances meet the definition and criteria of Mass Filings (“**Mass Filing**”) set forth in National Arbitration & Mediation’s (“**NAM**”) Mass Filing Supplemental Dispute Resolution Rules and Procedures (“**NAM’s Mass Filing Rules**”) available at <https://www.namadr.com/resources/rules-fees-forms/>), Participant and Sponsor agree that JAMS shall not serve as arbitrator and that instead NAM shall administer any Mass Filing claims and the NAM Mass Filing Rules in effect at the time such claim is filed shall apply as modified below. Participant agrees that throughout this process, the parties’ counsels shall meet and confer to discuss modifications to these procedures based on the particular needs of the Mass Filing. Participant acknowledges and agrees that Participant’s election to participate in a Mass Filing may result in a delay in the adjudication of Participant’s dispute with Sponsor. Any applicable limitations periods and filing fee deadlines will be tolled while the parties engage in the process set forth below.

**Stage One:** Counsel for the claimants and counsel for Sponsor shall each select fifteen (15) claims per side (thirty (30) claims total) to be filed and to proceed in individual arbitrations as part of a staged process. Each of these individual arbitrations shall be assigned to a different, single arbitrator unless the parties agree otherwise in writing. Any remaining claims shall not be filed or be deemed filed in arbitration, nor shall any arbitration fees be assessed in connection with those claims unless and until they are selected to be filed in individual arbitration proceedings as part of a staged process. After this initial set of staged proceedings is completed, the parties shall promptly engage in a global mediation session of all remaining claims with a retired federal or state court judge and Sponsor will pay the mediator’s fee.

**Stage Two:** If the remaining claims are not resolved at this time, counsel for the claimants and counsel for Sponsor shall each select twenty (20) claims per side (forty (40) claims total) to be filed and to proceed in individual arbitrations as part of a second staged process, subject to any procedural changes the parties agreed to in writing. Each of these individual arbitrations shall be assigned to a different, single arbitrator unless the parties agree otherwise in writing. Any remaining claims shall not be filed or be deemed filed in arbitration, nor shall any arbitration fees be assessed in connection with those claims unless and until they are selected to be filed in individual arbitration proceedings as part of a staged process. After this second set of staged proceedings is completed, the parties shall promptly engage in a global mediation session of all remaining claims with a retired federal or state court judge and Sponsor will pay the mediator’s fee.

If Participant’s Claim is not resolved as part of the staged process identified above, either:

**Option One:** Participant and we may separately or by agreement, opt out of arbitration and elect to have Participant’s Claim

heard in court consistent with these Rules. **Participant may opt out of arbitration by sending us Participant's individual, personally signed notice of Participant's intention to opt out by certified mail addressed to the Notice Address.** Such an opt-out notice must include a statement, personally signed by Participant, that Participant wishes to opt out of arbitration within thirty (30) days after the conclusion of Stage Two or the elective mediation associated with Stage Two. We may opt Participant's Claim out of arbitration by sending an individual, personally signed notice of our intention to opt out to Participant's counsel within fourteen (14) days after the expiration of Participant's thirty (30) day opt out period. Counsels for the parties may agree to adjust these deadlines.

OR

Option Two: If neither Participant nor we elect to have Participant's Claim heard in court consistent with Option One, then Participant agrees that Participant's Claim will be resolved as part of continuing, staged individual arbitration proceedings as set forth below. Assuming the number of remaining claims exceeds one hundred (100), then 100 claims shall be randomly selected (or selected through a process agreed to by counsels for the parties) to be filed and to proceed in individual arbitrations as part of a staged process. If the number of remaining claims is fewer than 100, then all of those claims will be filed and proceed in individual arbitrations. Any remaining claims will not be filed or be deemed filed in arbitration, nor will any arbitration fees be assessed in connection with those claims unless and until they are selected to be filed in individual arbitration proceedings as part of a staged process. After each set of 100 claims are adjudicated, settled, withdrawn, or otherwise resolved, this process shall repeat consistent with these parameters. Counsels for the parties are encouraged to meet and confer, participate in mediation, and engage with each other and with NAM (including through a Procedural Arbitrator, as such term is used in the NAM Rules) to explore ways to streamline the adjudication of claims, increase the number of claims to proceed at any given time, promote efficiencies, conserve resources, and resolve the remaining claims.

A court of competent jurisdiction shall have the authority to enforce these Mass Filing provisions and, if necessary, to enjoin the mass filing, prosecution, or administration of arbitrations and the assessment of arbitration fees. If these additional procedures apply to Participant's Claim, and a court of competent jurisdiction determines that they are not enforceable as to Participant's Claim, then Participant's Claim will proceed in a court of competent jurisdiction consistent with these Terms.

Participant and we agree that each party values the integrity and efficiency of arbitration and wishes to employ the process for the fair resolution of genuine and sincere disputes between the parties. Participant and we acknowledge and agree to act in good faith to ensure the processes set forth herein are followed. The parties further agree that application of these Mass Filing procedures have been reasonably designed to result in an efficient and fair adjudication of such cases. If any part of this Mass Arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the NAM rules, then the balance of this Mass Arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision was not contained herein unless the lack of such provision would lead this Mass Arbitration provision to fail of its essential purpose. If the staging process of this Mass Arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the NAM rules, then the remaining claims shall be subject to Option One or Option Two above as selected by Participant or Sponsor. If the Mass Filing provisions apply to Participant's claim, and a court of competent jurisdiction determines that the Mass Filing provisions are not enforceable as to Participant's claim, then Participant's claim will proceed in a court of competent jurisdiction on an individual basis (not a class or consolidated basis).

**Governing Law:** Except as otherwise prescribed herein, and subject to applicable law, these Terms shall in all respects be construed, interpreted, and enforced in accordance with the substantive laws of the State of New Jersey, without regard to its conflicts or choice of law principles. Participant and Sponsor agree that this Incentive Program involves interstate commerce so as to ensure the applicability of the Federal Arbitration Act ("FAA"). In the event of a conflict between New Jersey law and the FAA, the FAA shall govern. If any portion of these Terms are deemed invalid or unenforceable, the remainder of these Terms shall remain in force.

**Limitation of Liability:** PARTICIPANT EXPRESSLY AGREES THAT IN NO EVENT SHALL SPONSOR, ITS PARENT ENTITIES, SUBSIDIARIES, AFFILIATES, REPRESENTATIVES, DIRECTORS, OFFICERS, EMPLOYEES, AND THE PREDECESSORS, SUCCESSORS, AGENTS AND/OR ASSIGNS OF EACH OF THEM BE LIABLE TO ANY PARTICIPANT, AND/OR WYNDHAM REWARDS MEMBER FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, AGGRAVATED, OR ENHANCED DAMAGES ARISING OUT OF, RELATING TO, AND/OR IN CONNECTION WITH THIS INCENTIVE PROGRAM, ANY AWARD, OR THE WYNDHAM REWARDS PROGRAM, INCLUDING, WITHOUT LIMITATION, ITS TERMS AND CONDITIONS, REGARDLESS OF WHETHER OR NOT THE POSSIBILITY OF ANY SUCH DAMAGES HAS BEEN DISCLOSED TO ANY OF THE FOREGOING ENTITIES OR INDIVIDUALS, OR COULD HAVE BEEN REASONABLY FORESEEN BY ANY OF THEM. PARTICIPANT EXPRESSLY WAIVES ANY RIGHT TO SEEK RELIEF IN EXCESS OF THE LIMITATION OF LIABILITY SPECIFIED IN THIS PARAGRAPH.

**11. Sponsor/Inquiries:** Sponsor is Wyndham Hotel Group, LLC, located at 22 Sylvan Way, Parsippany, NJ 07054. All Incentive Program inquiries should be directed to: Wyndham Hotel Group, LLC via email to [wrpropincentive@wyndham.com](mailto:wrpropincentive@wyndham.com).

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