

Wyndham Rewards Purchase Points Terms and Conditions

The Wyndham Rewards Purchase Points program allows Wyndham Hotels & Resorts branded franchised and managed properties to award Wyndham Rewards points (“Points”) to members. These Points can be awarded through the Purchase Points Awards program as an incentive to your customers and employees or, in the case of the *go meet*SM program, meeting planners, all of whom are or become Wyndham Rewards members (collectively, “Eligible Recipients”). These Terms and Conditions govern your participation in the Wyndham Rewards Purchase Points Awards program (the “Program”), which is comprised of both Purchase Points Awards and *go meet*. By participating in this Program, you expressly agree to these Terms and Conditions.

1. The Program is offered by Wyndham Rewards, Inc. (“Sponsor”).
2. You can access the Program tools in the eDesk application via Community. These tools are available only to Wyndham Hotels & Resorts branded franchised and managed properties (each a “Property” and, collectively, the “Properties”) and are not eligible for purchase for individual use.
3. Points are for distribution to Eligible Recipients only.
4. Points must be purchased and awarded in the same transaction. A point balance cannot be maintained within the Purchase Points Awards or *go meet* tools.
5. Properties with an outstanding account balance of \$500 or more over 90 days with Wyndham Hotels & Resorts are not permitted to purchase Points via the Purchase Points Awards or *go meet* tools. Upon payment of the overdue balance, Properties will regain eligibility to submit requests using these tools. To settle the outstanding account balance with Wyndham Hotels & Resorts, please contact Financial.Services@wyndham.com (U.S. & Canada). Properties outside of the U.S. and Canada, please contact WHGInternationalFinance@wyndham.com.
6. Points must be awarded using the Purchase Points Awards or *go meet* sections of the eDesk application and may only be distributed to Eligible Recipients by the technology provided by Sponsor.
 - Purchase Points Awards: A Property can award a maximum of 45,000 Points per Eligible Recipient per month and can award a maximum total of 250,000 Points per month.
 - *go meet*: A Property can award a maximum of 100,000 Points per Eligible Recipient per month in connection with the *go meet* program and can award a maximum total of 500,000 Points in connection with the *go meet* program per month.

All sales are final. Points awarded cannot be cancelled and are non-refundable.

7. A Property may not charge Eligible Recipients for Points. If a Property re-sells, re-distributes, transfers to any non-Eligible Recipient, uses Points for any improper purpose, distributes Points to non-Eligible Recipients or engages in any other fraud or abuse of the Program as determined by Sponsor in its sole discretion, Sponsor may, at its option, cancel, void, refuse to honor and/or confiscate such Points, suspend or terminate Property's participation in the Program, and pursue all other rights and remedies available under the franchise, license, or management agreement and applicable law.

8. Once Points are distributed to an Eligible Recipient, the Points and the use of such Points is subject to all of the Terms and Conditions of the Wyndham Rewards Program, including, but not limited to, Point expiration periods.

9. Sponsor reserves the right to refuse access to the Program tools by any Property which becomes involved in a business which competes with Sponsor, its affiliates, or a Wyndham Rewards Member, engages in illegal or immoral activity, or whose reputation may otherwise, in Sponsor's sole judgment, reflect negatively on Sponsor or Wyndham Hotels & Resorts, in addition to any remedy available to Sponsor and Wyndham Hotels & Resorts.

10. Except as otherwise provided in these Terms and Conditions, a Property's membership and rights in the Program are not assignable or transferable.

11. All taxes arising out of the purchase of Points, other than taxes based on Sponsor's net income, are the Eligible Recipient's sole responsibility.

12. Sponsor may modify, alter or revise these Terms and Conditions or terminate the Program at any time without notice.

13. These Terms and Conditions are subject to interpretation by Sponsor in its sole discretion and are governed by New Jersey law.