

**DreamTrips Reward Program**  
**Terms and Conditions – USA & Guam**

1. The DreamTrips Reward Program (“Program”) is operated by WorldVentures Marketing, LLC (“Company”). Program members (“Member”) will be rewarded with DreamTrips Points (“DT Points”), which can be used as partial or complete payment toward purchasing Reward DreamTrips subject to these Terms and Conditions (“Agreement”).
2. **Eligibility**  
Individuals who (1) are residents of the USA or Guam and (2) enroll or have already enrolled in one of the following membership programs are eligible to become Members: DreamTrips; DreamTrips Gold (“DTG”); and DreamTrips Platinum (“DTP”) (collectively “DT Travel Programs”).
3. **Enrollment in the Program**
  - 3.1. New DT Travel Program Members must accept the Agreement to enroll in the Program.
  - 3.2. Existing DT Travel Program Members can join the Program at any time but must accept the Agreement to enroll in the Program.
4. **Receiving DT Points for Enrolling in a DT Travel Program**
  - 4.1. Members will receive DT Points when they enroll in, and make payment for, any of the following full-price membership programs during the Initial Program Period:
    - 4.1.1. DreamTrips – one hundred (100) DT Points
    - 4.1.2. DTG – two hundred (200) DT Points
    - 4.1.3. DTP – three hundred (300) DT Points
  - 4.2. Members who upgrade from DreamTrips to DTP will receive an additional two hundred (200) DT Points. Members who upgrade from DTG to DTP will receive an additional one hundred (100) DT Points. A Member may not at any time claim more than three hundred (300) DT Points in total received from enrollment and/or upgrade during the term of their membership or any other subsequently enrolled or re-enrolled DT Travel Programs Membership.
  - 4.3. DT Points will not be awarded for enrolling in a DT Travel Program that is offered at a discount or offered as part of a promotion.
  - 4.4. Points awarded upon enrollment or upgrade may be referred to by Members and the Company as Enrollment Points.
5. **Earning DT Points for Monthly Fees**
  - 5.1. After enrollment in the Program, you will earn one (1) DT Point for every dollar spent on paying a monthly fee for a DT Travel Program, up to a maximum of 100 DT Points per month, based upon membership level. No DT Points will be earned for any month in which the monthly fee is not paid in full for any reason, including eligibility for, and participation in, WorldVentures promotions and discounts. However, the Company may, from time to time, offer special promotional pricing, at which time Company may award points for monthly fees paid commensurate with the promotional pricing. Members whose fees are waived based on four customer referrals continue to earn DT points for monthly fees in an amount commensurate with the value of the fees waived.
  - 5.2. If a Member has a monthly fee refunded or a chargeback occurs for any reason, the Company has the right to reduce the corresponding amount of DT Points from the Member’s account.
6. **Special Offers and Initiatives**
  - 6.1. From time to time, the Company will offer Members the opportunity to accrue extra DT Points in connection with offers and marketing initiatives. Such offers including those listed in this section 6 will be subject to this Agreement and may be terminated by the Company at any time without advance notice. In addition to offers outlined in this section 6, some offers may be published in one or more addenda to this Agreement and will be subject to the terms in the addendum and this Agreement and may be terminated by the Company at any time without advance notice.
  - 6.2. **New Member Invitation Rewards Program – April 14, 2018, 12:01 Central Time (“CT”) through July 27, 2018, 11:59 CT.**
    - 6.2.1. After enrollment in the Program, you will earn fifty (50) DT Points for each new Member who you personally invite to, and who subsequently makes a purchase of, a DreamTrips Program; one hundred (100) DT Points for each new Member who you personally invite to, and who subsequently makes a purchase of, a DTG Program and two hundred (200) DT Points for each new Member who you personally invite to, and who subsequently makes a purchase of, a DTP Program.
    - 6.2.2. Points earned under this section 6.2 will be allocated to your account and mature on the Friday following when the second monthly fee (or waiver of such a second monthly fee, if applicable) of the new Member is received by the Company. If a Membership purchase is refunded or a chargeback occurs for any reason, the Company has the right to reduce the corresponding amount of DT Points from the credited account.
    - 6.2.3. There is no limit to the number of new Members you may invite under the New Member Invitation Rewards Program.
7. **DT Point Maturity**
  - 7.1. DT Points awarded on enrollment or on upgrade may be used immediately. DT Points awarded pursuant to the New Member Invitation Rewards Program also mature immediately and may be used immediately.
  - 7.2. Unless specifically stated otherwise, when awarded, all other DT Points, including those awarded monthly will accrue, but may only be used, after they have matured.
  - 7.3. DT Points awarded monthly to DT Travel Program Members who enroll on or after February 1, 2013, mature after continuous membership of 12 months from their date of enrollment as a DT Travel Program Member (i.e. on the anniversary of their enrollment as a DT Travel Program Member).

- 7.4. DT Points awarded monthly to DT Travel Program Members enrolled prior to February 1, 2013, accrue monthly from January 1, 2013, and mature on the anniversary of their enrollment as a DT Travel Program Member.
  - 7.5. After maturity, all Members, regardless of enrollment date, will have immediate access to all mature DT Points.
8. Using DT Points
    - 8.1. DT Points can only be used to book Reward DreamTrips.
    - 8.2. All Reward DreamTrips bookings are made subject to the terms and conditions of the DT Travel Programs and Rovia, LLC ("Rovia") booking terms and conditions and availability.
    - 8.3. DT Points cannot be used to book air travel or excursions.
    - 8.4. The Company may set a maximum number of DT Points that may be used per Reward DreamTrip booking and per Membership.
    - 8.5. The redemption value of a Point is stated for each Reward DreamTrip on booking.
    - 8.6. Members must be in good standing with their DT Travel Program in order to use DT Points.
    - 8.7. Members can use DT Points to book a Reward DreamTrip that occurs after the DT Points expire, provided the DT Points have not expired at the time of booking.
    - 8.8. Points awarded for upgrading from one Membership level to another may be used immediately.
  9. Expiration of DT Points

All DT Points expire 12 months after they mature, except for DT Points that are earned with enrollment or upgrade, which expire 12 months after they are earned.
  10. Specific Rules for DT Points
    - 10.1. DT Points are awarded to a membership ID and not to individuals.
    - 10.2. DT Points may not be transferred, sold or gifted.
    - 10.3. DT Points cannot be used before they mature.
    - 10.4. DT Points accrued in any Program account do not constitute property of the Member and are not transferable by operation of law or otherwise to any person or entity and cannot be transferred to any other account. DT Points are subject to the same usage rules as the membership (e.g., a spouse of a Member entitled to use the membership can use the DT Points, even if the Member is not traveling).
    - 10.5. Reward DreamTrips may be booked using a combination of mature DT Points and other real or virtual currencies accepted by the Company and/or Rovia.
    - 10.6. Like all DreamTrips, Reward DreamTrips booked using DT Points will be priced based on double occupancy.
    - 10.7. Except where required by law or provided for in the Agreement, DT Points have no cash value.
    - 10.8. All DT Points will expire immediately if the Company or the Member terminates their DT Travel Program membership or their membership becomes eligible to be terminated for any reason, such as non-payment of monthly fees. In the event that their membership is eligible to be terminated but is not terminated and the Member requests reinstatement of their account, the DT Points earned monthly up to the date of termination or eligibility to be terminated may, at the discretion of the Company, be reinstated; any maturity date shall then be extended by the number of days between termination (or eligibility) and reinstatement.
  11. Reward DreamTrips
    - 11.1. Reward DreamTrips are supplied by Rovia. If Rovia cancels a Reward DreamTrip, DT Points used to book the Reward DreamTrip will be refunded to the Member's account. Their expiration dates will be adjusted so the Member has as many days left to use them before they expire as they had when they booked the Reward DreamTrip.
    - 11.2. If a Member cancels a Reward DreamTrip, any refund of money or DT Points shall be subject to Rovia's booking terms for the Reward DreamTrip booked.
    - 11.3. All refunds for cancellations will be made in the same currency (real or virtual) as used to make the original booking. Where a refund is made of part of the price of the Reward DreamTrip and payment is made partially in DT Points and partially in other currencies, the refund will be made in the same currencies and reduced proportionately to the amount of the refund.
  12. Tracking DT Points
    - 12.1. DT Points are tracked in a DT Points account as they accrue and mature, and Members will have access to an online view of their account status and DT Points totals.
    - 12.2. Members are responsible for ensuring that their DT Points are properly credited. If a Member believes that DT Points have been earned but not properly credited, the Member may be required to submit documentation or other proof satisfactory to the Company. Any claim for uncredited DT Points must be received by the Company within 12 months after the DT Points were earned.
  13. Participation
    - 13.1. The Company reserves the right at any time to limit Program enrollment.
    - 13.2. The Company may discontinue a Member's membership in the Program and void or cancel the Member's entire DT Points balance if (i) any DT Points in the Member's account are issued, received or redeemed through fraud or theft, or otherwise illegally, or not as authorized in the Agreement; or (ii) if the Member cancels their DT Travel Program Membership.
  14. Executive Status – **Note: The benefits under Section 14.4 are suspended until further notice.**
    - 14.1. The Company offers Executive Status to those Program Members who meet certain eligibility requirements.
    - 14.2. The eligibility criteria for achieving Executive Status shall be as follows:

- 14.2.1. Members who have accumulated 3000 or more DT Points under Section 6.2 -- New Member Invitation -- of these Program Terms and Conditions ("Qualifying Points") during a rolling 365 day period (the "Qualifying Year") will qualify for Executive Status. Only Qualifying Points, as defined in these Program Terms and Conditions will count towards Executive Status.
- 14.3. Term and Requalification shall be determined as follows:
  - 14.3.1. Subject to this Section 14 and the maintenance of the 3000 Qualifying Points, Executive Status begins on the Sunday following the achievement of 3000 Qualifying Points, and continues for a period of one year. Upon qualifying for Executive Status, Members will receive notification from the Company alerting them of their eligibility.
    - 14.3.1.1. Re-qualification for Executive Status is determined based on Qualifying Points accumulated during the Qualifying Year.
  - 14.3.2. In order to requalify Executive Status, a Member with Executive Status must once again achieve 3000 Qualifying Points during the next Qualifying Year following the last day of their first Qualifying Year. A Member who continuously achieves 3000 Qualifying Points during each Qualifying Year will qualify for uninterrupted Executive Status.
  - 14.3.3. If an Executive Status Member fails to earn 3000 Qualifying Points during a Qualifying Year, the Member will lose Executive Status effective on the last day of the corresponding year.
    - 14.3.3.1. In order to re-qualify for Executive Status after it is lost, the Member must accumulate 3000 Qualifying Points within a rolling 365 day period and meet all eligibility requirements,
- 14.4. Per-trip point redemption limits do not apply to Members with Executive Status. Subject to these Program Terms and Conditions, the applicable DT Travel Program Terms and Conditions and any limitations imposed by Company from time to time, Members with Executive Status may book any Rewards DreamTrips package using entirely DT Points. If DT Points are used for payment for any taxes or fees that are assessed outside of the Rewards DreamTrips package which do not equal a whole dollar value, DT Points deducted will be rounded up to the next whole point amount, and the Executive Status Member will forfeit the fractional amount of the DT Point. DT Points may not be used as payment for all taxes or fees assessed outside the Rewards DreamTrips package on all trips.
  - 14.4.1. Redemption of some or all DT Points will not affect accumulation of DT Points toward the Member's Executive Status. Any additional points accumulated during the Status Year may also be redeemed without effect on requalification for Executive Status in the following year.
- 14.5. Executive Status will terminate immediately if the Company or the Member terminates a Member's DT Travel Program membership. Executive Status will also terminate if the DreamTrips Reward Program or the Executive Status benefit is terminated or discontinued.
  - 14.5.1. If a Member who has Executive Status moves into an inactive status, such Member may not access Executive Status during the period of inactivity. If the Member subsequently returns to active status and the Qualifying Points are reinstated, Executive Status will be reinstated provided the Member still meets the qualification requirements of having earned at least 3000 points in the past 365 days at the point the Member returns to active status. The Member's qualification end date will not be affected by the reinstatement.
- 14.6. The Company may from time to time provide additional benefits to Members with Executive Status. The Company reserves the right, as its sole discretion, to suspend, change, modify, limit or terminate Executive Status and the terms and conditions stated in this Section 14 in whole or in part at any time.

#### 15. Limitation of Liability

NEITHER THE COMPANY, NOR ITS AFFILIATES, PARTNERS OR THE COMPANY'S RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS SHALL HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY CLAIM, LOSS, INJURY, DAMAGE, DELAY, TRAVEL CANCELLATION, ACCIDENT, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS OF SUIT), NOR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR DAMAGES (INCLUDING, WITHOUT LIMITATION, FOR LOSS OF OR DAMAGE TO REVENUE, PROFITS, SAVINGS, GOODWILL OR DATA) (COLLECTIVELY, "LOSSES AND DAMAGES"), DIRECTLY OR INDIRECTLY ARISING FROM OR RELATED TO (I) THESE TERMS OF AGREEMENT; (II) THE PROGRAM; (III) ANY FAILURE, DELAY OR DECISION BY US IN ADMINISTERING THE PROGRAM; (IV) ANY UNAUTHORIZED USE OF YOUR ACCOUNT OR ANY BREACH OF SECURITY BEYOND OUR REASONABLE CONTROL; (V) ANY OFFER, REPRESENTATION, STATEMENT OR CLAIM ABOUT THE PROGRAM; OR (VI) THE PURCHASE, REDEMPTION FOR OR USE OF ANY DT POINTS.

THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF THE COMPANY OR ITS AFFILIATES OR REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH LOSSES AND DAMAGES, AND WITHOUT REGARD TO THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

#### 16. No Warranty

THE PROGRAM AND DT POINTS ARE PROVIDED "AS-IS," WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND. THE COMPANY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WHATSOEVER, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED, STATUTORY OR ARISING BY OPERATION OF LAW, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WITH RESPECT TO THE PROGRAM AND THE DT POINTS.

#### 17. The Program May Be Suspended, Changed or Terminated

- 17.1. The Company reserves the right, at its sole discretion, to suspend, change or terminate the Program, in whole or in part; to modify, limit or suspend the use of or redemption of DT Points in any respect; to modify or change redemption procedures; to

modify, limit or suspend the collection of DT Points. The Company may make these changes even though the changes may affect the value of DT Points already accumulated at any time and from time to time.

- 17.2. The Program will start on February 1, 2013, at 12:01 a.m. CST; the Program will end on July 27, 2018, 11.59p.m. CST ("the Initial Program Period"). Monthly DT Points will be credited as accruing with effect from January 1, 2013. The Company may at its discretion extend the Initial Program Period.
- 17.3. Should the Company elect to terminate the Program, all DT Points that have accrued up to the date the Program is terminated will remain valid and will mature as scheduled for twelve (12) months following the date the Program is terminated. All existing Members as of February 1, 2013, and all new Members enrolled during the Initial Program Period will accrue monthly DT Points for twelve (12) months following the date the Program is terminated.
- 17.4. Members should not rely upon the continued availability of the Program, or any earning or redemption offers, or other offers made in connection with the Program. All offers are available while supplies last and are subject to change and/or revocation without notice.

#### 18. General

- 18.1. The Company's failure to enforce a particular term or requirement does not constitute a waiver of that term or requirement by the Company.
- 18.2. All questions or disputes regarding eligibility for the Program or the eligibility of DT Points will be resolved by the Company at its sole discretion.
- 18.3. The Company reserves the right to audit any and all accounts at any time and without notice to the Member to ensure compliance with this Agreement. In the event that an audit reveals discrepancies or violations, the processing of DT Points may be delayed until the discrepancies or violations are resolved satisfactorily to the Company. Pending such resolution, Members may be prohibited from redeeming DT Points as determined at the Company's sole discretion.
- 18.4. From time to time, the Company may offer special benefits to those Members who achieve certain milestones within the Program, such special benefits determined and provided at the sole discretion of the Company.
- 18.5. The determination of tax liability arising out of the accrual or conversion of DT Points shall be the sole responsibility of the member. Members should consult their tax advisor with any questions.
- 18.6. By participating in the Program, you agree that the laws of the State of Texas, without regard to its conflict of laws rules, will govern these Terms of Agreement, as well as your and our observance of them.
- 18.7. As a condition of participating in this Program, you agree that (1) any and all disputes, claims and causes of action arising out of or connected with this Program, or any DT Points obtained through the Program, shall be resolved individually, without resort to any form of class action and exclusively by arbitration under the International Arbitration Rules of the American Arbitration Association. Arbitration will take place in Plano, Texas; (2) any and all claims, judgments and rewards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Program, but in no event attorneys' fees; and (3) under no circumstances will you be permitted to seek recovery for, and you hereby waive all rights to claim, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and waive any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of the Agreement, or the rights and obligations of you and Company in connection with the Program, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Texas, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas.

If you have any questions regarding the Program, feel free to contact the Company at [support@worldventures.com](mailto:support@worldventures.com).

**DreamTrips Local Loyalty Plan Addendum  
to DreamTrips Reward Program  
Terms and Conditions  
PILOT PROGRAM**

1. This Addendum to DreamTrips Reward Program Terms and Conditions (“Addendum”) supplements the DreamTrips Reward Program Terms and Conditions (“Program Terms”) pursuant to section 6.1 of the Program Terms and provides how DreamTrips Members can earn DT Points under the DreamTrips Local Loyalty Plan (“Loyalty Plan”).
2. DreamTrips Local and the Loyalty Plan are pilot programs. Offerings are limited and only available in certain geographic areas. DreamTrips Local and the Loyalty Plan may, at Company’s sole discretion, expand to additional geographic areas.
3. The Company may from time to time offer Members participation in certain goods and services offerings from third party merchants via the DreamTrips App. DreamTrips App Terms of Service apply. Where indicated in the offer description, the Company may also allocate DT Points to the Member based on purchase with the participating third party merchant and participation in the offer (“Loyalty Plan Offer”). Loyalty Plan participation requires use of the DreamTrips App. All DT Points are allocated by the Company and not the third party merchant. All questions or concerns regarding allocation of DT Points must be directed to the Company and not the respective merchant.
4. DT Points allocated will vary based on the particular Loyalty Plan Offer, the total amount spent at the participating third party merchant by the Member, and the day of the week the Loyalty Plan Offer is accessed and purchased by the Member. DT Points allocated will be based upon a percentage of the total amount spent with a particular participating third party merchant and other variables. Percentage for each Loyalty Plan Offer is subject to change without notice. The amount of DT Points to be allocated per particular Loyalty Plan Offer can be estimated on the DreamTrips App, on the page for a particular Loyalty Plan Offer (“Points Estimator”). The amounts shown in the Points Estimator are estimations only and not guarantees of DT Points that will be allocated. Estimations are only applicable for the exact location and on the day in which the Loyalty Plan Offer estimation is made.
5. Total amount spent on participating third party merchant transaction for purposes of calculating DT Points does not include tax, tip, valet or other service fees.
6. A Member may earn no more than 100 DT Points per any individual Loyalty Plan Offer (“Transaction Cap”) transaction, regardless of total amount spent at any individual participating third party merchant transaction. A Member may also earn no more than 200 DT Points per any 24 hour period (“Daily Cap”), regardless of number of Loyalty Plan Offers accessed and utilized. Transaction Cap and Daily Cap are subject to change without notice.
7. Each Loyalty Plan Offer will have a minimum spend amount before a transaction will be eligible to earn DT Points. Minimum spend amount varies by Loyalty Plan Offer.
8. Transactions made in currencies other than US Dollar are converted to US Dollar at a conversion rate fixed by the Company periodically at its sole discretion. DT Points for such transactions are allocated based on the converted US Dollar amount.
9. Member must complete the following steps in order to be eligible to receive DT Points under the Loyalty Plan:
  - Member accesses Loyalty Plan Offer via the DreamTrips App and/or DreamTrips.com web site.
  - Member patronizes Merchant’s business. The Member must identify that they are at the Merchant’s business location by checking in on the DreamTrips App. Location services must be turned on in order to check in.
  - Through the DreamTrips App, Member captures a picture of the receipt for purchase at the participating merchant.
  - The participating merchant validates the Member’s transaction by entering a Company provided QR code into the Member’s DreamTrips App.
  - In some markets and at some Merchants, the Company may offer a simplified process for accessing the Loyalty Plan via the DreamTrips App. This process will involve providing personal and payment information to a third party payment processor via the DreamTrips App and will require payment processing by a third party over which the Company has no control. Further details may be found in the DreamTrips App Terms of Service and the checkout process, where available.
10. DT Points allocated pursuant to the Loyalty Plan will be allocated to the Member’s account within 7 business days. DT Points allocated pursuant to the Loyalty Plan mature immediately upon allocation and expire 12 months after allocation in accordance with section 9 of the Program Terms.
11. Accessing a DreamTrips Local Offer via the DreamTrips App or DreamTrips.com web site may include accessing coupons, promotional codes, offers, discounts, services, goods, and/or vouchers for goods, services and experiences (collectively, “Merchant Offerings”). Merchants are the sellers and issuers of the Merchant Offerings and are solely responsible to Members for the care, quality and delivery of the goods and services provided. Merchant may have separate terms and conditions that apply to the Merchant Offerings. Company shall not be liable for a merchant’s failure to honor a Merchant Offering or for a user’s experience involving a Merchant Offering. Company shall not be responsible for any claims associated with the Merchant Offerings, including without limitation access to or use of the Merchant Offerings or goods and services related to the Merchant Offerings and payment processing related to the Merchant Offerings. Pricing relating to certain Merchant Offerings may change at any time in Merchant’s sole discretion without notice.

12. The Company reserves the right to audit DT Points allocated where, in its sole discretion, Company believes fraud, technical or human error, breach of contract regarding a Merchant Offering, or other discrepancies have occurred. If such audit results in a determination by Company, in its sole discretion, that DT Points have been awarded erroneously, such improperly awarded DT Points may be deducted from the Member's account.
13. For the avoidance of doubt, DT Points allocated pursuant to the Loyalty Plan are not eligible for Executive Status qualification.
14. DreamTrips Points allocated pursuant to the Loyalty Plan and this Addendum are subject to all Program Terms and all Program Terms not specifically supplemented by this Addendum remain unchanged and in full force and effect. Capitalized terms not defined in this Addendum have the meaning defined in the Program Terms.