

Terms Of Use

1. Agreement

On behalf of itself and its affiliated companies, Resortstay International, LLC dba VegasWelcomeCenter.com (collectively "RSI") has created website, VegasWelcomeCenter.com (the "website"), to provide you with access to information ("Content") about its leisure products and services, lifestyle choices, and related links. These Terms of Use ("Terms") are meant to protect all of the visitors to the website, and your access to and use of the website signifies your agreement with these Terms. **DO NOT USE THIS WEBSITE IF YOU DO NOT AGREE WITH THESE TERMS.** We reserve the right, in our sole discretion, to modify, alter or otherwise update these Terms at any time without notice. Such modifications, alterations, and updates are effective immediately upon posting. You agree to be bound by such modified, altered, and updated Terms if you access or use the website after we have posted notice of such modifications, alterations or updates.

2. Links to Third Party Sites

The website may contain links to third party websites not under RSI control or operation. The links will let you leave the website, and for you to access them at your own risk. If you choose to leave the website via links to other non-RSI sites, including those of advertisers, RSI is not responsible for the privacy policies or terms of use of those sites or the "cookies" those sites use. In addition, because RSI has no control over such sites and resources, you acknowledge and agree that RSI is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources.

3. What You Need to Know

The website and Content is the property of RSI and/or other parties. The downloading, reproduction or retransmission of Content, other than for non-commercial individual use, without the prior written consent of RSI, is strictly prohibited.

This website may in the future provide you with the ability to use usernames, passwords or other codes or devices to gain access to restricted portions of this site ("access codes"). The Content contained in such restricted areas is confidential to RSI, and is provided to you for your personal use only. We reserve the right to prohibit the use of such access codes on your behalf by third parties where we determine that such use interferes with our site's operation or results in commercial benefits for other entities to our detriment.

4. Successors and Assigns

These Terms shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. You may not transfer or assign any of the obligations, rights or interests under these Terms without the prior written consent of RSI and any attempted or purported assignment without such consent shall be null and void.

5. Severability

If any clause or provision of these Terms shall be deemed invalid or unenforceable for any reason, the remainder of these Terms shall remain valid and enforceable in accordance with

its terms. The invalidity or unenforceability of any term, clause or provision in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

6. Termination

RSI may terminate your access to the website for any reason, at any time, with or without notice to you. If you terminate your agreements to these or any other Terms to which you may have previously agreed, you may no longer be permitted to use or access the website.

7. Trademarks, Copyrights and Restrictions on use of Materials

The website and Content may contain or reference trademarks, patents, copyrighted materials, trade secrets, technologies, products, processes or other proprietary rights of RSI and/or other parties. No license to or right in any such trademarks, patents, copyrighted materials, trade secrets, technologies, products, processes and other proprietary rights of RSI and/or other parties is granted to or conferred upon you. Furthermore, no Content may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way without the prior written consent of RSI

You are not authorized to copy, republish, post, transmit or use the Content in any way (including email or other electronic media) for commercial use without first obtaining written consent of RSI. You can request consent by filing a request to RSI's legal department at Resortstay International, LLC at 245 E. Warm Springs Rd., Suite 100, Las Vegas, NV 89119. Modification or use of the Content for any purpose other than personal, non-commercial use without prior approval violates intellectual property rights and is prohibited under United States and/or worldwide copyright and trademark laws.

Copyright Infringement If you believe that any Content on the website has copied your work and constitutes copyright infringement, please contact Resortstay International, LLC, Legal Department in writing as follows:

Resortstay International, LLC Attn: Legal Department 245 E. Warm Springs Rd., Suite 100
Las Vegas, NV 89119

In your communication with the Legal Department, please provide the following information:

- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the allegedly-infringing Content is located on the Web Site;
- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- Your address, telephone number and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

Please note that this procedure is exclusively for notifying RSI that Content on the website may infringe your copyright interest.

8. Dispute Resolution

You agree that you will notify RSI in writing of any claim or dispute concerning the website, or the information or services provided through it, and give RSI a reasonable period of time to address it, BEFORE bringing any legal action, either individually or as a class member, against RSI.

9. Attorney's Fees

If any claim, legal action or any arbitration or other proceeding is brought for the enforcement of these Terms or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of these Terms, the successful or prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in that claim, action or proceeding, in addition to any other relief to which such party may be entitled.

10. Indemnification

You are entirely responsible for maintaining the confidentiality of your username(s), password(s) and your account, as well as all activities that occur under your account. By your use of and access to the website, you hereby agree to indemnify, defend and hold RSI, its subsidiaries, and its affiliates and their respective officers, directors, employees, owners, agents, information providers, licensors and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liabilities and costs (including reasonable attorneys' fees) incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of these Terms or claims arising from your account or your use of the website. You shall use your best efforts to cooperate with the Indemnified Parties in the defense of any claim. The Indemnified Parties reserve the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

11. Access and Interference

You agree that you will not use any device, software or other instrumentality to interfere or attempt to interfere with the proper working of the website, and that you will not take any action that imposes an unreasonable or disproportionately large load on the RSI website infrastructure. In addition, you agree that you will not use any robot, spider, other automatic device or manual process to monitor or copy Content without the prior express written consent from an authorized RSI representative (such consent is deemed given for standard search engine technology employed by Internet search web sites to direct Internet users to this site).

12. Disclaimer

ALL CONTENT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE MATERIALS OF CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED OR THAT CONTENT OR THE SERVERS THAT MAKE SUCH MATERIALS AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIALS OF VEGAS WELCOME CENTER CONTENT IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. YOU ASSUME THE ENTIRE COST OF ALL

NECESSARY SERVICING, REPAIR OR CORRECTION. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusions may not apply to you.

The website and Content may contain technical inaccuracies or typographical errors. RSI reserves the right to make changes, corrections and/or improvements to the website and Content, and to the products and programs described in such information, at any time without notice.

13. Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL RSI OR ITS AFFILIATED COMPANIES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, ANY WEBSITE OR MATERIALS OR FUNCTIONS ON ANY SUCH SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some jurisdictions may not allow the limitation or exclusion of liability or incidental, consequential or other damages, so the above limitation or exclusion may not apply to you.

14. Submissions

With respect to all communications you make to RSI regarding the website and/or Content, including but not limited to feedback, questions, comments, suggestions and the like: (a) you shall have no right of confidentiality in your communications and RSI shall have no obligation to protect your communications from disclosure; (b) RSI shall be free to reproduce, use, disclose, edit and distribute your communications to others without limitation; and (c) RSI shall be free to use any ideas, concepts, know-how, content or techniques contained in your communications for any purpose whatsoever, including but not limited to the development, production and marketing of products and services that incorporate such information.

15. Jurisdictional Issues

The website and Content is controlled and operated by RSI from its headquarters in Las Vegas, Nevada. We make no representation that products and materials within the website are appropriate or available for use in any particular location. Those who choose to access the website do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. The website and Content contain information on RSI products and services.

16. Telephone Conversations Recorded

Telephone conversations between members and Providers' representatives may be recorded or monitored for training or quality assurance purposes.

17. General Provisions

This is a United States web site and is subject to United States law. RSI will disclose any information regarding the use of this website including personal information pertaining to you without your permission when required by law, or in a good faith belief that such action is necessary to investigate or protect against harmful activities to RSI or its affiliated companies, property (including this website), guests, visitors, associates, or to others.

18. Arbitration & Waiver Language

MANDATORY ARBITRATION. All disputes, claims, actions, questions or differences ("Disputes") brought by or on behalf of any Contest/Promotion entrant and/or a person who signed an entry form against the sponsors of a Contest/Promotion, including any one or more of RSI and any of its or their marketing partners, affiliates, parents, subsidiaries, officers, directors, shareholders, managers, members, or employees, which in any way whatsoever relates to or arises out of any Contest/Promotion, and specifically including the marketing, offering, acquisition, sale or use of a package to a resort destination area, shall be resolved through binding and final arbitration in Clark County, Nevada, before a single arbitrator, in accordance with the Commercial Arbitration Rules ("Rules") of the American Arbitration Association then in effect. Except as otherwise required by law, (i) class, collective, and representative action procedures shall not be asserted, and shall not apply, in any arbitration pursuant to the foregoing provisions, (ii) no class, collective, or representative action claims shall be asserted against the sponsors or any of its or their marketing partners, affiliates, parents, subsidiaries, officers, directors, shareholders, managers, members, or employees, and (iii) Contest/Promotion entrant shall not seek to represent the interests of any other Contest/Promotion entrant or purchaser of a package to a resort destination area or a vacation ownership plan interest. **Waiver of Jury Trial.** Contest/Promotion entrant understands that, pursuant to the above language, entrant is giving up any rights to a trial by jury with respect to all Disputes, and to appeal or otherwise seek judicial review of any award determined pursuant to the herein described arbitration procedures, except as provided by applicable law. If entrant is a California resident, if entrant does not want the provisions of this mandatory arbitration procedure to apply, within 30 days of the execution of this entry form entrant must send a written notice signed by entrant to sponsor at Resortstay International, LLC. Attention: Legal Department, 245 E. Warm Springs Ave, Suite 100, Las Vegas, NV 89119 stating that the provisions of this mandatory arbitration procedure do not apply. Opting out of the mandatory arbitration procedure will not affect any other provision of this entry form.

19. Privacy Statement

If you would like to view the privacy practices that govern this site please see [RSI Privacy Policy](#) posted on this website.