Radisson Rewards Americas and Choice Privileges Points Exchange FAQs

Members of Radisson Rewards Americas and Choice Privileges programs may exchange points between their membership accounts for free starting on January 31, 2023.

How to Exchange Points:

To exchange points, individuals must:

- Be a member in good standing of both programs
- Have the required minimum number of points in at least one of the accounts
- Have an 'Open' status on their Radisson Rewards Americas account
- Points can only be exchanged between each program and not within a program and can only be exchanged between an individual member's two accounts.
- Points cannot be exchanged between the accounts of two different members.
- Points may be exchanged back and forth between the two programs starting from either account.
- There is no fee to exchange points between accounts.
- The Points Exchanges can be found by visiting the Radisson Rewards Americas or the Choice Privileges website:

<u>www.radissonhotelsamericas.com/rewards/choice-privileges-exchangewww.choiceprivileges.com</u>

Exchange Rate:

- The exchange rate between Radisson Rewards Americas points and Choice Privileges points is 2:1.
 - Every 2 points exchanged out of a Radisson Rewards Americas account results in 1
 point being deposited in a Choice Privileges account. Conversely, every 1 point
 exchanged out of a Choice Privileges account results in 2 points being deposited in a
 Radisson Rewards Americas account.

2 Radisson Rewards Americas points = 1 Choice Privileges point

- Minimum Point Exchange: 1,000 Radisson Rewards Americas points or 500 Choice Privileges points.
- The member must exchange a minimum of 1,000 Radisson Rewards Americas points into Choice Privileges points; or a minimum of 500 Choice Privileges points into Radisson Rewards Americas points.
- All exchanges must be divisible by these amounts (i.e., you can exchange 2,000 Radisson Rewards Americas Points, but you can't exchange 2,100 Radisson Rewards Americas Points).

Frequently Asked Questions

When a Radisson Rewards Americas member exchanges points, 2 Radisson Rewards Americas points equals 1 Choice Privileges point. Does the member lose value in their points?

No, the member is not losing value in their points. Members in Radisson Rewards Americas earn 20 points per dollar spent and Choice Privileges members earn only 10 points per dollar spent. So members of Radisson Rewards Americas earn twice as many points per dollar spent as members in Choice Privileges, thus the exchange rate had to be set at 2:1 to ensure members receive fair value when exchanging points. As well, Award Nights for Radisson Rewards Americas start at 15,000 points and Choice Privileges Reward Nights start at only 6,000 points per night.

What is the maximum number of points a member can exchange in one transaction?

Members may exchange up to 500,000 points from their Radisson Rewards Americas account or 250,000 points from their Choice Privileges account in a single exchange transaction.

What is the minimum number of points a member can exchange?

The minimum number of points a member can exchange is 1,000 points for Radisson Rewards Americas members to their Choice Privileges account and 500 points from the Choice Privileges account to their Radisson Rewards Americas account.

What is the cost to make an exchange from one program to the other?

There is no cost to exchange points between the two programs.

How many points can a member exchange in a year?

There is no limit on the number of points a member can exchange in a year.

How many exchanges can a member complete in a year?

Each member of the respective programs is limited to participating in up to 12 exchange transactions per year from each program.

Can members use the Points Exchange to transfer points to a friend or family member's account?

No, members may only exchange points between their own individual accounts.

Can members use the Points Exchange to transfer points within the same loyalty program? No, members may not exchange points between accounts within the same program.

After an exchange, how long before the points appear in the account?

Points will be transferred from the member's respective two accounts and be available for use in the receiving program account within 24 hours.

How will a member know the exchange of points is complete?

The member will receive an email at the time of exchange confirming points have been transferred from the account. This email will come from the program where the transfer originated. A confirmation email will be sent once the exchange is complete and points are available for use in the receiving account. This email will come from the program receiving the points.

Can a member reverse the exchange of points once it has been completed?

Yes, the member can reverse the transaction by simply completing the exchange process again and returning the points back into their other account.

What if the member requests to exchange more points than are currently in their account?

The system will not allow members to exchange any point amount that is more than what is currently available in the member's account.

Will exchanged points expire?

Points transferred via the Points Exchange will qualify in keeping the member's accounts active. The points expiration date in the account will be extended based on the date of the exchanged points and the terms and conditions of each program.

Can a member exchange points without being signed into their account?

During the process of exchanging points, the member will be prompted when they need to sign into their accounts.

What Activity Status on the member's account is required to make a points exchange between programs?

The member must be in good standing in both programs to be eligible to use the Points Exchange. The Radisson Rewards Americas member's account must be in 'Open' status. If the account has a status other than 'Open' the exchange will result in an error message for the member.

Can a member exchange points between Radisson Rewards and Choice Privileges?

No, points cannot be exchanged between Radisson Rewards and Choice Privileges. Nor can the Points Exchange be used to exchange points between Radisson Rewards Americas and Radisson Rewards. Members who want to exchange points between Radisson Rewards Americas and Radisson Rewards will need to use the Global Points Transfer process.

Can members still transfer points between Radisson Rewards Americas and Radisson Rewards? Yes, members can continue to transfer points at a 1:1 ratio between these two programs using the Global Points Transfer process found on the Radisson Rewards Americas website and Radisson Rewards website.

Points Exchange Terms & Conditions

Effective Date: December 12, 2022

These Terms & Conditions ("Terms") govern the transfer of rewards points between participating members' Radisson Rewards Americas program ("Radisson Rewards Americas") and Choice Privileges Rewards Program ("Choice Privileges") accounts (each such transfer being referred to as an "exchange" herein). Radisson Rewards America points and Choice Privileges points will be referred to herein as "Radisson Rewards Americas Points" and "Choice Privileges Points," respectively, and collectively as "Points." These Terms represent a binding contract between you and Choice Privileges Loyalty Services, LLC ("Choice," "we," "our," or "us"). By accessing or using the Radisson Rewards Americas-Choice Privileges Points exchange process ("Exchange Program"), you expressly represent that you are legally competent to enter this agreement and agree to be bound by these Terms. If you do not agree to be bound by the Terms, you may not use the Exchange Program.

Certain areas, features, or functionalities of the Exchange Program may be subject to different or additional terms, rules, guidelines or policies ("Additional Terms"), and we may provide such Additional Terms to you via postings, pop-up notices, links, or other means at the time that you access or use the relevant area, feature or functionality. From time to time, such Additional Terms may conflict with these Terms. In the event of such a conflict, the Additional Terms will control. Any reference to the "Terms" herein includes the Additional Terms.

ARBITRATION NOTICE: PLEASE NOTE THE ARBITRATION REQUIREMENT AND CLASS ACTION WAIVER SET FORTH BELOW, WHICH REQUIRES YOU TO ARBITRATE CLAIMS YOU MAY HAVE AGAINST CHOICE RELATED TO THE EXCHANGE PROGRAM ON AN INDIVIDUAL BASIS. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE CAPACITY.

1. Eligibility & Scope

You must be a member in good standing of both the Radisson Rewards Americas and Choice Privileges programs to use the Exchange Program. By using the Exchange Program, you represent that you are in full compliance with the Choice Privileges Terms") and the Radisson Rewards Americas Terms and Conditions ("Radisson Rewards Americas Terms").

These Terms only govern your use of the Exchange Program, i.e., the exchange of Points between your Radisson Rewards Americas and Choice Privileges accounts. They do not govern any other exchange or redemption of Points available via the Choice Privileges or Radisson Rewards Americas programs, which shall be governed by the applicable program terms.

The Exchange Program and these Terms do not apply to the Radisson Rewards program for Europe, the Middle East, Africa and Asia Pacific, which is a separate rewards program operated by the Radisson Hotel Group and not affiliated with Choice.

2. Partnership with Points.com

Choice partners with Points.com Inc., and its affiliate Points International (UK) Limited ("**Points.com**") to operate the Exchange Program. By using the Exchange Program, members acknowledge and agree to the Points.com <u>Terms of Use</u> and <u>Privacy Policy</u>. You acknowledge that Choice may delegate some or all of the administration of the Exchange Program to Points.com. You agree to treat any decisions made by both Choice or Points.com in connection with the Exchange Program as final and binding.

3. Exchange Program Details

The Exchange Program permits eligible participants to exchange Points between their Radisson Rewards Americas and Choice Privileges accounts, subject to these Terms, including the following program details:

- Exchange Rate. The exchange rate between Radisson Rewards Americas Points and Choice Privileges Points is 2:1. As such, an exchange of 2 Points originating from your Radisson Rewards Americas account will result in 1 point being delivered to your Choice Privileges account. Conversely, an exchange of 1 Point originating from your Choice Privileges account will result in 2 Points being delivered to your Radisson Rewards Americas account.
- **Minimum Transaction Amounts:** You must exchange a minimum of 1,000 Radisson Rewards Americas Points or 500 Choice Privileges Points and all exchanges must be divisible by these amounts (i.e., you can exchange 2,000 Radisson Rewards Americas Points, but you can't exchange 2,100 Radisson Rewards Americas Points).
- **Points-Per-Transaction Limit.** The maximum amount of Choice Privileges Points that may be exchanged for Radisson Rewards Americas Points in a single transaction is 250,000. The maximum amount of Radisson Rewards Americas Points that may be exchanged for Choice Privileges Points in a single transaction is 500,000. For avoidance of doubt, these limitations refer to the number of Points being moved out of the originating account, not the number of points delivered to the receiving account.
- Annual Transaction Limit. You may conduct no more than 12 exchanges originating from each account through the Exchange Program in any rolling 365-day period. This means that you may conduct up to 12 exchanges originating from your Choice Privileges account and up to 12 exchanges originating from your Radisson Rewards Americas account, for a total of up to 24 exchanges, in any rolling 365-day period.
- Costs/Fees. There is currently no cost associated with use of the Exchange Program, but Choice reserves the right to implement an exchange fee at any time.
- No Exchanges between Members. The Exchange Program only permits you to exchange Points
 between your own Choice Privileges and Radisson Rewards Americas accounts. Members may
 not exchange points with other participants. Members must verify their accounts by providing
 their login credentials when prompted during the exchange process.
- **Account Settings**. To exchange Points, your Radisson Rewards Americas account must be set to "Open" status.
- Implementation of Exchanges. When you use the Exchange Program to initiate a Points exchange, you are submitting an exchange request to Choice via its designee Points.com. All exchange requests are subject to Choice's approval. You understand and acknowledge that an exchange is not effective until accepted by Choice, which shall be evidenced by the actual withdraw of exchanged Points from your Choice Privileges or Radisson Rewards Americas account and the delivery of such Points to the receiving account. Until such time, the exchange request remains pending, subject to Choice's approval. As set forth more generally in Section 2, decisions regarding the approval or rejection of exchange requests may be made by Choice's designee Points.com and you agree to treat any such decisions as final and binding.

Timing of Exchanges. Assuming the exchange request is approved, Points will generally be
deposited into the receiving account within 24 hours after you submit the exchange request. That
being said, Choice makes no representation that Points will be delivered to the receiving account
in any particular amount of time and shall face no liability for any delays associated with the
completion of exchanges.

You agree not to use the Exchange Program in any manner that is illegal, fraudulent, false, misleading, abusive, or otherwise inappropriate or objectionable and you agree that all such determinations will be made by Choice in its sole discretion. Choice reserves the right, on its own or through its designee, to refuse or suspend any exchange request, or reverse any completed exchange, in the event of any actual or suspected non-compliance with these Terms; in order to address any exchanges that have been made improperly, inaccurately, or in error; or to otherwise facilitate the proper functioning of the Exchange Program.

You understand and agree that the Exchange program exists for the limited purpose of allowing eligible participants to exchange Points between their Choice Privileges and Radisson Rewards Americas accounts. A successful Points exchange is not a guarantee of the availability of any Choice Privileges or Radisson Rewards Americas redemption options. The earning and redemption of Points remains subject to the Radisson Rewards Americas Terms or the Choice Privileges Terms, as applicable.

4. Privacy

We respect your privacy and have taken specific steps to protect it. Your submission of personal information through the Exchange Program is governed by the Points.com Privacy & Security Policy.

5. Modification or Termination of the Program & Terms

Choice reserves the right to modify these Terms at any time. When we do so, we will update the "Effective Date" at the top of this agreement. In our sole discretion, we may also provide notice of updates to these Terms by other means that we deem reasonable. Regardless of any other notice provided to you (or the lack thereof), by continuing to use the Exchange Program after we post any revisions to these Terms and update the "Effective Date," you accept these Terms, as modified.

Further, we shall have the right to immediately terminate these Terms and prohibit further use of the Exchange Program with respect to any user which we, in our sole discretion, consider to be using the Exchange Program in an unacceptable manner, which includes any breach by you of these Terms. The following provisions shall survive the termination of these Terms: this section; Section 6, 7, 8, 9, and 10; and any other provisions of these Terms that, either explicitly or by their nature, must remain in effect even after termination of these Terms.

We also may change, restrict access to, suspend or discontinue the Exchange Program, or any portion thereof, at any time and at our sole discretion, with or without notice. You understand, acknowledge and agree that Choice will not be liable to you or to any third party for any such termination, modification, suspension or discontinuance of the Exchange Program.

6. Disclaimer of Warranties

WE MAKE NO WARRANTY THAT THE EXCHANGE PROGRAM WILL MEET YOUR REQUIREMENTS OR THAT IT WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE EXCHANGE PROGRAM OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION AVAILABLE IN CONNECTION THEREWITH. YOU UNDERSTAND AND AGREE THAT ANY CONTENT OR SOFTWARE DOWNLOADED OR

OTHERWISE OBTAINED THROUGH THE USE OF EXCHANGE PROGRAM IS DONE AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE DONE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH CONTENT.

UNLESS EXPRESSLY STATED OTHERWISE, WE PROVIDE THE EXCHANGE PROGRAM "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED. THE WAIVED WARRANTIES, TO THE EXTENT ALLOWED BY LAW, INCLUDE BUT ARE NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OF INTELLECTUAL PROPERTY, AND FITNESS FOR A PARTICULAR PURPOSE.

7. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT CHOICE AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, DISTRIBUTORS, FRANCHISEES, VACATION RENTAL MANAGEMENT COMPANIES, AND LICENSEES SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE (DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPT, OR OTHERWISE) RESULTING FROM YOUR ACCESS TO, USE OF, INABILITY TO USE OR ACCESS, RELIANCE ON, OR THE FUNCTIONING OF THE EXCHANGE PROGRAM; ANY ERRORS OR OMISSIONS IN THE CONTENT MADE AVAILABLE IN CONNECTION WITH THE EXCHANGE PROGRAM; OR ANY ACTION OR INACTION OF CHOICE IN CONNECTION WITH THE EXCHANGE PROGRAM, REGARDLESS OF THE BASIS UPON WHICH LIABILITY IS CLAIMED, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OF DAMAGE.

THE INFORMATION AND CONTENT MADE AVAILABLE IN CONNECTION WITH THE EXCHANGE PROGRAM MAY CONTAIN TECHNICAL INACCURACIES AND TYPOGRAPHICAL ERRORS. YOU AGREE THAT CHOICE SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY SUCH INACCURACIES, ERRORS OR OMISSIONS. CHOICE RESERVES THE RIGHT TO MAKE CHANGES, CORRECTIONS, CANCELLATIONS AND/OR IMPROVEMENTS TO OUR CONTENT AND INFORMATION AT ANY TIME, INCLUDING AFTER A POINTS EXCHANGE HAS BEEN REQUESTED OR COMPLETED.

8. Indemnification

You agree, at your expense, to indemnify, and hold Choice, as well as its officers, directors, employees, agents, affiliates, distributors, franchisees, vacation rental management companies, and licensees harmless from and against any judgment, losses, deficiencies, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses of counsel selected by Choice) incurred in connection with or arising from any claim, demand, suit, action, or proceeding arising out of your breach of these Terms or in connection with your use of the Exchange Program.

9. Governing Law and Dispute Resolution

We control the Exchange Program in the State of Maryland, U.S.A. Accordingly, Maryland law governs these Terms, without regard to any conflicts of law principles. In the event that there is a dispute, claim or controversy between you and Choice, or between you and any third-party acting on Choice's behalf, arising out of or relating to your use of the Exchange Program or these Terms, including the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, such dispute, claim or controversy will be determined by arbitration in Rockville, MD before one arbitrator.

The arbitration will be administered by JAMS. For claims greater than \$250,000, the JAMS Comprehensive Arbitration Rules and Procedures in effect at the time the arbitration is commenced will apply. For claims less than or equal to \$250,000, the JAMS Streamlined Arbitration Rules in effect at the time the arbitration is commenced will apply. The arbitrator will apply the substantive law of the Maryland, exclusive of its conflict or choice of law rules. Nothing in this paragraph will preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The parties acknowledge that these Terms evidence a transaction involving interstate commerce. Notwithstanding the provision in this paragraph with respect to applicable substantive law, the Federal Arbitration Act (9 U.S.C. §§ 1-16) will govern any arbitration conducted pursuant to these Terms. Either party may commence arbitration by providing to JAMS and the other party to the dispute a written demand for arbitration, setting forth the subject of the dispute and the relief requested ("Arbitration Demand").

To the fullest extent permitted by law, each of the parties agrees that any proceeding, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated or representative action. If, for any reason, a claim proceeds in court rather than through arbitration, each party knowingly and irrevocably waives any right to trial by jury in any action, proceeding or counterclaim arising out of or relating to the Exchange Program or these Terms. The appointed arbitrator may award monetary damages and any other remedies allowed by the state law designated above. In making his or her determination, the arbitrator will not have the authority to modify any term or provision of these Terms. The arbitrator will deliver a reasoned written decision with respect to the dispute (the "Award") to each party, who will promptly act in accordance the Award. Any Award (including interim or final remedies) may be confirmed or enforced in any court having jurisdiction, including any court having jurisdiction over either party or its assets. The decision of the arbitrator will be final and binding on the parties, and will not be subject to appeal or review.

Each party will advance one-half of the fees and expenses of the arbitrator, the costs of the attendance of the court reporter at the arbitration hearing, and the costs of the arbitration facility. In any arbitration arising out of or related to these Terms, the arbitrators will award to the prevailing party, if any, costs and attorneys' fees reasonably incurred by the prevailing party in connection with that aspect of its claims or defenses on which it prevails, and any opposing awards of costs and attorneys' fees awards will be offset. The parties will maintain the confidential nature of the arbitration proceeding, the hearing and the Award, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, or confirmation of an Award or its enforcement, or unless otherwise required by any applicable law. Any documentary or other evidence produced in any arbitration hereunder will be treated as confidential by the parties, witnesses and arbitrators, and will not be disclosed to any third person (other than witnesses or experts), except as required by any applicable law or except if such evidence was obtained from the public domain or is otherwise obtained independently of the arbitration.

Notwithstanding any other provision in this section, the arbitration shall be conducted in accordance with the JAMS Consumer Arbitration Minimum Standards (https://www.jamsadr.com/consumer-minimum-standards/) if it is determined by JAMS or the arbitrator that these standards are applicable to the dispute.

Further, in lieu of arbitration either you or Choice may (1) bring an individual claim in small claims court in the United States consistent with any applicable jurisdictional and monetary limits that may apply and (2) file an individual claim in court to enjoin the infringement or other misuse of its intellectual property rights, provided that any such claim is brought and maintained on an individual basis. Except for disputes or claims properly lodged in a small claims court in the United States, any disputes or claims not subject to the agreement to arbitrate shall be resolved by a court located in Maryland and you agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action

10. Miscellaneous

Interpretation. In these Terms, the words "include," "includes," and "including" are used in an illustrative sense and shall not limit the generality of the language preceding such term. Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of these Terms. Any limited or specific disclaimers or limitations of liability found in these Terms shall not limit the effect, forth, or breadth of any other disclaimers or limitations of liability in these Terms.

No waiver. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to a subsequent or similar breach or breaches. If Choice does not exercise or enforce any legal right or remedy which is contained in these Terms (or which Choice has the benefit of under any applicable law or regulation), such action or inaction shall not be taken to be a formal waiver of Choice's rights, and all such rights or remedies shall still be available to Choice.

Severability. If any provision of these Terms is held to be invalid by a court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

Entire Agreement. These Terms and any Additional Rules set forth the entire understanding and agreement between us with respect to your use of the Exchange Program.

Assignment. You may not assign, transfer, or sublicense any or all of your rights or obligations under these Terms without our express prior written consent. We may assign, transfer, or sublicense any or all of our rights or obligations under these Terms without restriction.

No Relationship. These Terms do not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between you and Choice.

Notice to California Residents. You may reach Choice at the contact information provided below in the "CONTACT US" section. California residents may also reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

11. Contact Us

If you have any questions, comments or concerns about these Terms, please contact us at:

• Choice Privileges Service Center: 888-770-6800