Club Seaside Guest Loyalty Program Terms & Conditions

Name:

Club Seaside Myrtle Beach Guest Loyalty Program

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1. **PROGRAM SPONSOR**

Myrtle Beach Seaside resorts 300 N. Ocean Boulevard North Myrtle Beach, SC 29582 843-249-2521

2. PARTICIPATION IN THE PROGRAM

Club Seaside Guest Loyalty Program (henceforth known as Club Seaside), a program of Myrtle Beach Seaside Resorts, along with its websites: <u>www.avistaresort.com</u>, <u>www.grandeshores.com</u>, <u>www.horizonmyrtlebeach.com</u>, <u>www.myrtlebeachseasideresorts.com</u>, <u>www.princeresortonline.com</u>, <u>www.seasidemb.com</u>, <u>www.towersatnorthmyrtlebeach.com</u>, is a hotel guest loyalty program offered by Myrtle Beach Seaside Resorts that provides its members with special discounts when staying at participating hotels.

All Club Seaside benefits and services are subject to availability, may vary by hotel, and are subject to change.

Hotel Partners include but are not limited to: Avista Resort, Grande Shores Ocean Resort Hotel and Condominiums, Horizon at 77th, Prince Resort at the Cherry Grove Pier, SeaSide Resort and Towers At North Myrtle Beach.

3. PARTICIPATION IN THE PROGRAM

Participation in the Club Seaside Program is subject to these Terms and Conditions along with the Myrtle Beach Seaside Resorts Privacy Policy and any other conditions deemed necessary by Myrtle Beach Seaside Resorts. Such Terms and Conditions and Privacy Policy are subject to change from time to time based on the discretion of Myrtle Beach Seaside Resorts.

By participating in Club Seaside, a guest is expressly agreeing to abide by our Terms and Conditions as they are amended from time to time. The guest further agrees to review our Terms and Conditions and other rules set forth regularly so that decisions about participation in the program can be made on an informed basis. Based on the Privacy Policy you may make certain information available to Seaside Resorts. This information will not be sold or shared at any time to outside parties as outlined in our Privacy Policy.

Club Seaside is open to all those guests who have a valid address along with a valid email address and are at least 23 years of age. Club Seaside is available at all Myrtle Beach Seaside Resorts.

You may only enroll in Club Seaside for yourself and may not accrue eligible stays for any other party. No Loyalty Discounts may be redeemed or transferred to an account from another participating member. Transferring or redeeming a Loyalty Discount of another Club Seaside member is deemed cause for cancellation. Reward Discounts will only be given to the guest whose name is on the reservation. The reservation and the Club Seaside membership number must be in the same name for Loyalty discount to be awarded.

Upon acceptance of your application for enrollment to Club Seaside, we will establish an account in your name and provide you with your new membership number. If you enroll online or by contacting member services, your Club Seaside membership number will be received by email. Individual memberships in Club Seaside are for personal use only.

Businesses, groups, associations and other non-personal entities are not eligible for participation in the Club Seaside Group Loyalty Program. Golf groups and monthly stays do not qualify as Club Seaside eligible stays.

You may enroll by contacting member services, by applying online or in person at the front desk at these hotels: Avista Resort, 300 N. Ocean Blvd, North Myrtle Beach SC 29582 Grande Shores Ocean Resort, 201 77th Avenue N., Myrtle Beach SC 29572 Horizon Resort, 215 77th Ave N, Myrtle Beach SC 29572 Prince Resort, 3500 N. Ocean Blvd, North Myrtle Beach SC 29582 Seaside Resort, 2301 S. Ocean Blvd, North Myrtle Beach SC 29582

We reserve the right to limit membership enrollment. We may refuse enrollment to anyone at our discretion without any liability to that person. We have the right to terminate membership at any time. We have the right to void or cancel an entire Club Seaside Loyalty stay balance that has been issued, when such Loyalty Discounts have been received or redeemed through fraud, theft, or other illegal means, without any liability to the Club Seaside Loyalty Program or to any party.

Any membership may be terminated by Myrtle Beach Seaside Resorts after a 36 month period should no Reward Points be accrued to the account during that period. All Reward Points accrued on the account previously will be forfeited by the member at that time. A member may choose to terminate an account by contacting us at any time. All unredeemed Loyalty Discounts at the time of termination will be forfeited by the member. This alone will not affect the member's ability to reapply for membership at a later time.

4. MEMBER OBLIGATIONS

Members must agree to comply will all the Club Seaside Rules and with its Terms and Conditions at all times. Member participation is entirely at the member's risk. A member is responsible for restricting access to their Club Seaside membership number and agrees to accept responsibility for the activities of anyone using the member's number.

The receipt or redemption of Club Seaside Reward Discounts or other rewards is solely the member's responsibility. Any tax liability, including disclosure, with respect to the receipt or use of Club Seaside Reward Discounts or other rewards is the responsibility of the member. The member further agrees that if he/she objects to any of the Club Seaside rules, or any modifications thereof, or becomes dissatisfied with Club Seaside for any reason, the only recourse is to immediately cease participation in the Program and to terminate membership. The member understands that all Club Seaside Loyalty Reward Discounts will be forfeited.

All members agree to provide accurate information to us at all times. Member agrees to provide changes of address and email promptly to the Club Seaside by phoning, emailing or writing to Club Seaside Guest Relations at: <u>clubrelations@mbseasideresorts.com</u>. Member agrees to notify Club Seaside Guest Relations of any lost or stolen Club Seaside membership cards or numbers. Lost or Stolen Club Seaside membership cards or numbers will be cancelled and all Reward Discounts accrued will be transferred to a new number for the member at no charge. Should the use of Reward Points from lost or stolen cards or numbers be used before the member reports the loss, the member will forfeit those Reward Discounts used.

All members agree to keep receipts of stays for accounting and accuracy purposes. No adjustments to Reward Discounts will be given without proof of stay.

5. MEMBER RATES

Club Seaside members will be eligible to reserve rooms at the lowest rate available when making reservations on the Myrtle Beach Seaside Resorts official websites, by calling the call center, or by making a reservation at the properties Front Desk by identifying their membership and providing the membership number at time of booking. Lowest available rates include Rack, Best Available Rate, Internet, Military, AAA, AARP and Managers' Special.

Silver Level ~ Eligible after 3 stays

Member receives:

 - 3% off the lowest rate available (Includes Past Guest Discounts, 72 Hour sales and other advertised sales)

Gold Level ~ Eligible after 6 stays

Member receives:

 - 5% off the lowest rate available (Includes Past Guest Discounts, 72 Hour sales and other advertised sales)

7. EARNING REWARD DISCOUNTS

You must identify yourself as a Club Seaside member and present your card number at the time of booking a reservation. The Club Seaside Membership number must also be presented at check in for Club Seaside Reward Discounts to be awarded for qualifying stays. The number must be updated at check out for Club Seaside Reward Discounts to be awarded for that stay.

Club Seaside Members earn Reward Discounts for stays at the following hotels: Avista Resort, 300 N. Ocean Blvd, North Myrtle Beach SC 29582 Grande Shores Ocean Resort, 201 77th Avenue N., Myrtle Beach SC 29572 Horizon Resort, 215 77th Ave N, Myrtle Beach SC 29572 Prince Resort, 3500 N. Ocean Blvd, North Myrtle Beach SC 29582 Seaside Resort, 2301 S. Ocean Blvd, North Myrtle Beach SC 29582 Towers At North Myrtle, 2101 N. Ocean Blvd, North Myrtle Beach SC 29582

Ineligible Room Rates and other exclusions include: Stays prior to calendar year 2013. Room rates that are billed on a master bill, tour operator rates, wholesaler rates, or rates booked through online travel companies or other third parties whom you pay for that booking directly to such online travel company or third party. Rooms booked as part of a Golf Group, booked through our Golf Department. Long-term rentals, or monthlies (snowbirds). Complimentary rooms involving other gift certificate or free night vouchers.

If a hotel ceases to be part of the Myrtle Beach Seaside Resorts family or no longer participates in the Club Seaside Guest Loyalty Program, after a reservation is made but before the stay, Loyalty Reward Discounts will not be earned for the stay.

If you have arranged for a Reward Discounted stay for a hotel no longer a member of Myrtle Beach Seaside Resorts, you must contact Member Services to be relocated to a participating hotel for your discounted stay. Any special offers will no longer be valid after the date the hotel leaves the system or terminates participation, even if your reservation was made prior to that date.

Only one person per stay may claim a Club Seaside eligible stay and those stays will be credited only to the individual whose name appears on the reservation. Members may earn eligible stays on up to three rooms booked under the SAME reservation and SAME NAME, but credit for multiple rooms must be requested at or before the time of check-in. In the event two Club Seaside members share a room, only the person whose name appears on the reservation will be awarded eligible stays.

8. Redeeming Reward Discounts

Loyalty Reward Discounts may be redeemed only through the Club Seaside Loyalty Program and have no cash value. Club Reward Discounts cannot be redeemed for cash at any time under any circumstances.

When redeeming Club Seaside Reward Discounts, you will be required to verify your identity and provide your membership card.

Reward Discounts are based on availability at time of booking. Myrtle Beach Seaside Resorts has no black-out dates on the usage of Reward Discounts. Reward Discounted stays are eligible Club Seaside stays and count towards the total required stays to get to the next level. Reward Discounted Stays are not Travel Agent Commissionable. Discounts will be redeemed for the lowest nightly rate available during the stay. Reservations must be made at least 14 days in advance in order to redeem Loyalty Discounts.

Member Services – Club Seaside Member Services is always happy to assist you with redeeming Reward Discounts for Reward Stays or for any assistance that you need concerning your Club Seaside Accounts.

Club Seaside Member Services can be contacted at: 843-249-2521 clubseaside@mbseasideresorts.com

9. LIMITATIONS OF LIABILITY

By participating in this program, you agree that neither Myrtle Beach Seaside Resorts, its affiliates, nor its partners, nor any of its or any 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, attorney's fees and cost 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 out of or related to Club Seaside Rules, Club Seaside Privacy Practices or any other Club Seaside Rules or Regulations.

In no event shall Club Seaside, Myrtle Beach Seaside Resorts, participating hotels, their directors or employees maximum combined aggregate liability here under for any cause whatsoever in any calendar year arising out of or in connection with any of the matter exceed Twenty-Five United States Dollars.

10. No Warranty

The Club Seaside program, Club Reward Discounts and the Myrtle Beach Seaside Resort websites are provided "As-Is", without warranty or representation of any kind, we and our affiliates disclaim all warranties and representations of any kind whether written or oral.

11. Program Modifications or Termination

Myrtle Beach Seaside Resorts reserves the right at any time without notice and at its sole discretion to change or modify the Club Seaside Program. Myrtle Beach Seaside Resorts reserves the right to cancel the program with a written notice of 60 days.