



**DREAM LIFESTYLES DESTINATION CLUB
MEMBERSHIP APPLICATION**



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TERMS OF MEMBERSHIP

1. APPLICATION

I, the undersigned (the "Applicant"), hereby apply for a membership (a "Membership") to use and enjoy the portfolio of leisure assets; accommodation and lifestyle products; as may be available from time to time together with additional benefits, such as but in no way limited to concierge services or transfer services through Dream Lifestyles Destination Club ("the Club"), and subject to payment and compliance with the terms of the Membership Handbook and the Table of Member Privileges and Fees.

2. MEMBERSHIP FEES AND CHARGES

I acknowledge and agree to pay the Joining Fee and the first year's Annual Membership Fee.

In addition to the Joining Fee, I agree to pay the Annual Membership Fee and the Preferential Room Rate on an annual basis prior to commencement of the new Use Year as detailed in the attached Membership Handbook (the "Preferential Room Rate"). I acknowledge that failure to pay such Annual Membership Fee and Preferential Room Rate as and when due may result in suspension of the privileges for that year and/or the termination of Membership. Under no circumstances shall the Annual Membership Fee and the Preferential Room Rate be refunded to a Member.

3. MEMBERSHIP HANDBOOK

I acknowledge receipt of the Membership Handbook dated September 2008. I agree to be bound by the terms and conditions of the Membership Handbook, as amended from time to time. I understand that the Club may amend the Membership Handbook at any time, and in any manner, subject to, if necessary, the consent of the Directors Committee, in its sole and absolute discretion.

4. APPROVAL FOR MEMBERSHIP

I understand that this Application will not be acted upon unless fully completed, signed and accompanied by payment for the required Joining Fee. Membership is contingent upon approval by the Club, in its sole discretion. I understand I will not be considered a Member or receive any Membership privileges until I am approved by the Club for Membership and have paid the required Joining Fee.



5. MEMBERSHIP

I hereby acknowledge that:

- 5.1. the Leisure Assets will be operated by the Club and the entities (“the affiliates”) which vest the management services with Dream Lifestyles (Pty) Ltd, and that Membership permits the Member to use the Leisure Assets, but is not an investment in the Club, its affiliates or the Leisure Assets, nor does it confer on the Member any equity or ownership interest or any other property interest in the Club, its affiliates, the Leisure Assets or any other of the Club facilities.
- 5.2. Membership does not give a Member a vested or discretionary right to use the Leisure Assets, but grants to the Member the privileges set forth in the Membership Handbook to access the Leisure Assets revocable with or without cause by the Club in its sole discretion.
- 5.3. Members will only have an interest in the Rental Pool Programme income of the Club if they so choose to use the Rental Pool Programme.
- 5.4. Members will receive no cash dividends from the Club or its affiliates and will not have the right to receive any of the assets of the Club or its affiliates if the Leisure Assets, or any subset of the Leisure Assets, are no longer part of the Club programme.
- 5.5. The Club will, from time to time, be awarded rights to provide management services for different Leisure Assets, and such Leisure Assets may change from time to time.
- 5.6. The Member has no right in law or equity to expect or compel that all Leisure Assets described in the Table of Member Privileges and Fees (“the Table”) be maintained throughout the Membership period.
- 5.7. The Membership is viewed primarily as an investment in lifestyle and for its economic savings, and not as a financial investment and does not expect to derive significant economic profits from Membership.

Access to the Leisure Assets is, in the case of the Accommodation Assets, not specific to a particular suite or suite type in a specific Accommodation Asset, or divided into specific fixed time periods or on the basis of a rotational roster. Access and occupancy is arranged in accordance with the Membership Handbook and is predicated upon the right to access the available Leisure Assets, among all Members, on the scale of privileges set out in the Members Handbook and the Table. The access to the Lifestyle Assets is not specific to a particular time period. A Member receives the right to make reservations pursuant to the Membership Handbook and the Table.



6. LIMITATIONS OF MEMBERSHIP

I acknowledge that my Membership is non-transferable.

I agree not to allow any unauthorized use of my Membership and agree not to redistribute my Membership or Club privileges in any form, unless expressly authorized to do so under the Membership Handbook. Any redistribution of Membership not in accordance with the Membership Handbook is null and void.

7. CHARGE PRIVILEGES

At many of the Leisure Assets, Members have the ability to charge a variety of services including, but not limited to, activities, spa treatments, meals, drinks, telephone charges and gifts to their Personal Account.

A Member's Personal Account is due and payable at the end of the reservation period, or otherwise on demand.

Additionally, any unpaid Member Personal Accounts will incur interest charges of 2% (two percent) per month (but shall not exceed the maximum permitted by law). Continued failure to pay a Personal Account is grounds for Membership termination.

8. INDEMNITY AND HOLD HARMLESS

I hereby acknowledge that the access to and use of the Leisure Assets and any privilege or service incident to my Membership is undertaken with knowledge of the risk of possible injury and/or death. I hereby accept any and all risk of injury to myself, my guests and family sustained while using the Leisure Assets or any related services or amenities or involved in any event or activity related to Membership. In accepting the risk of injury, I agree to indemnify and hold the Club and Dream Lifestyles (Pty) Ltd and their shareholders, members, directors, officers, employees, representatives, third party service providers, and agents (collectively, the "Indemnified Parties") harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by myself, my family members or guests, resulting therefrom and/or from any act or omission of the Indemnified Parties, unless the same results from the gross negligence or willful misconduct of any of the Indemnified Parties. I acknowledge that I shall owe and perform the same indemnity and hold harmless obligation to the Indemnified Parties with respect to any loss, cost, claim, injury damage or liability sustained or incurred by any of my guests or family members.



9. WAIVER OF PRIVACY RIGHTS

I acknowledge that by completing and executing the Membership Application, I agree to release all requested information and authorize the Club to obtain and use all information pertinent in determining qualification for Membership. I understand that this information is always held in strict confidence. At the same time, I hereby irrevocably release and hold the Club, Dream Lifestyles (Pty) Ltd and the affiliates and their officers, directors, Members, employees and agents forever harmless from any and all liabilities, claims and causes of action for all matters related to the above and further agree to indemnify and reimburse such individuals from any and all costs and expenses related to any such matters.

10. LEGAL JUDGMENTS

Should any party bound by the Membership Handbook and Table institute legal process against the Club, Dream Lifestyles (Pty) Ltd, or the affiliates (the Indemnified Parties), or their shareholders, directors, members, officers, employees, representatives, third party service providers, or agents in connections with any event operated, organized, arranged or sponsored by the Club or on any other claim or matter in connection with Membership, and fail to obtain judgment therein for the amount claimed to be due to the Member against the Indemnified Parties, the shareholders, directors, members, officers, employees, representatives, third party service providers, or agents, said party shall be liable to the Indemnified Parties, their shareholders, directors, members, officers, employees, representatives, third party service providers, and agents for all costs and expenses incurred by it in the defense of the legal process on an attorney and own client basis, including court costs and attorneys' fees incident to appeals.

11. GENERAL PROVISIONS

11.1. Entire Agreement; Modification

This Membership Application together with the Membership Handbook constitute the entire agreement (the "Agreement") between the parties. There are no understandings or agreements other than those incorporated in the Agreement. Definitions used in the Membership Application and the Membership Handbook apply to all other documents that comprise the Agreement. The Club may, pursuant to the consent, if necessary, of the Steering Committee, in its sole discretion, amend this Agreement upon 30 (thirty) days notice to all Members.



11.2. Waivers

Neither the failure nor any delay on the part of either party to exercise any right, remedy, power or privilege ("Right") under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any Right preclude any other or further exercise of the same or any Right, nor shall any waiver of any Right with respect to any occurrence be construed as a waiver of such Right with respect to any other occurrence.

11.3. Severability of Provisions

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

11.4. Binding Nature; No Assignment

The Agreement is binding upon and inures to the benefit of the parties thereto. The Club can assign this Agreement to Dream Lifestyles (Pty) Ltd or the affiliates or to any organization that owns or controls, is owned or controlled by, or is under common ownership with Dream Lifestyles (Pty) Ltd.

11.5. Arbitration

Should a dispute arise concerning my rights and obligations under this Agreement, the matter may, at the Club's discretion, be submitted to binding arbitration under the Rules of the Arbitration Foundation of South Africa. I agree to such arbitration if selected by the Club.

11.6. Governing Law

The Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.



PROSPECTIVE MEMBER INFORMATION

HOW TO COMPLETE THIS APPLICATION

Please complete with black ink and print clearly.

To avoid administration delays, please ensure this application is completed in full.

The applicable Joining Fee must be submitted with the application form.

A. WHAT CATEGORY OF MEMBERSHIP ARE YOU APPLYING FOR?

Please tick the appropriate category:

Diamond:

Bronze:

B. IN WHAT CAPACITY ARE YOU JOINING DREAM LIFESTYLES?

If you are joining in your personal capacity as a Private Individual, please move to section D.

C. COMPLETE IF APPLYING AS A CORPORATION (i.e. a company, trust, close corporation, partnership etc.)

Name: Registration No.:

Telephone: VAT number:

Cellular: Fax:

E-mail address:

Physical address: Postal address:

.....

.....

..... Code:..... Code:



In what industry do you operate?

Describe the nature of your business:

If a Partnership, list all partners and provide all their information required in Section C.

Complete resolutions giving authority to the signatory must be provided.

D. ABOUT YOURSELF

When do you want your membership to start? DD MM YYYY

Title: Initials: Surname:

First name(s): Marital status:

Previous/maiden name:

Preferred name: Gender: Date of birth: DD MM YYYY

I.D. number: or passport number

Country of issue: (please include copy of passport)

Telephone (H): (W):

Cellular: Fax:

Do you have internet access? Yes..... No.....

E-mail address:

E-mail type: Home..... Work..... Preferred means of communicating: E-mail..... Post.....

Physical address: Postal address:

.....

.....

..... Code: Code:

Preferred language: English..... Afrikaans..... Occupation:



E. ABOUT YOUR DESIGNATE

Title: Initials: Surname:

First name(s): Marital status:

Previous/maiden name:

Preferred name: Gender: Date of birth: DD MM YYYY

I.D. number: or passport number

Country of issue: (please include copy of passport)

Telephone (H): (W):

Cellular: Fax:

Do you have internet access? Yes..... No.....

E-mail address:

E-mail type: Home..... Work..... Preferred means of communicating: E-mail..... Post.....

Physical address: Postal address:

.....

.....

..... Code: Code:

Preferred language: English..... Afrikaans..... Occupation:

F. BANKING DETAILS FOR YOUR ANNUAL MEMBERSHIP FEES

You will be required to pay contributions annually in advance.

Bank name: Branch:.....

Account type: Branch code: - - -

Account number:

Signature of account holder:



G. YOUR LEGAL DECLARATION

Client Authority

a. Disclosure of all relevant facts

You warrant that all the information provided by you in terms of any application for membership will form the basis of the contract. In this regard you warrant that:

- You have disclosed all material information; and
- You will continue to do so until Dream Lifestyles Destination Club ("the Club") accepts the risk under the contract.

You understand that any breach of your warranty may result in the contract being declared void by the Club and all contributions paid being forfeited.

b. Acceptance of standard terms and conduct of business

The Membership Handbook to be issued to you will incorporate the standard terms, conditions and rules for the type of membership and benefits you are applying for. The contract will not commence and no liability whatsoever will attach to the Club as a result of this contract unless and until you have paid the first Joining Fee and your express written notice of acceptance has been given by the Club. You agree that Dream Lifestyles may deal with any and all transactions relating to your contract electronically. Including transactions previously requiring written authority or confirmation.

c. Confirmation of contract terms

You will be deemed to have accepted the contents of the Membership Handbook.

d. Payment

You authorize the Club to collect due contributions and charges from and to pay any amounts due to you into the bank account details specified by you. You undertake to advise the Club of any changes in these details. The Club will not be held responsible for incorrect banking details supplied by the member.

e. Annual Membership Fee increases

The contribution to membership will be increased each year on 1 December in line with 1% (one percent) plus CPI.

f. Warranty

I, the principal applicant, hereby warrant that the contents of this application are true and correct and complete.

Signed at _____ on DD MM YYYY.

Signature of applicant _____ Signature of designate _____



Dream Lifestyles brings dreams and dreamers together.

Live Your Dream

Spectacular products. Breathtaking destinations. Impeccable service.

Live

your

dream



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