

Terms & Conditions

Disney Vacation Club® On-Line Booking For Disney Vacation Club Resorts And Disney Dining Plan

Terms and Conditions

Effective November 1, 2018

Disney Vacation Club Members with a valid Club ID login and PIN # are authorized to access this "On-line Booking" module. This allows you, if you are a Disney Vacation Club Member in good standing, to (1) search for available Disney Vacation Club accommodations; (2) to make a reservation at a Disney Vacation Club Resort using your vacation points (including banked vacation points and/or borrowed vacation points, if applicable); (3) modify a previously booked vacation points reservation at a Disney Vacation Club Resort (4) cancel a previously booked vacation points reservation at a Disney Vacation Club Resort (5) order, pay and modify a Disney Dining Plan option for your stay at a Disney Vacation Club Resort; and (6) make waitlist requests for accommodations that are not currently available. "We", "Us" or "Our" refers collectively to Disney Vacation Development, Inc. ("DVD") and Disney Vacation Club Management, LLC ("DVCM"), and "Disney" refers collectively to Us and the Walt Disney Family of Companies.

This On-line Booking Module only allows you to book, modify or cancel a vacation points reservation at a Disney Vacation Club Resort. If you want to make a reservation using your Vacation Points at any other resort destination, including the Disney Collection, World Collection or Concierge Collection or to make a cash reservation, please call Member Services at 800-800-9800. Additional terms and conditions and additional fees may apply. If you want to modify or cancel a cash reservation, please call Member Services at 800-800-9800. Please refer to the Home Resort Rules and Regulations, disneyvacationclub.com and current Vacation Point charts for additional information.

RESERVATIONS GENERALLY

- All reservations are on a first-come, first-served basis and subject to availability.
- Reservations can be made up to 11 months in advance of your check-in date (plus up to 7 consecutive days after the check-in date) at your Home Resort and up to 7 months in advance of your check-in date (plus up to 7 consecutive days after the check-in date) for a non-Home Resort.

- For all reservations for same-day arrivals at a Disney Vacation Club Resort, please call Member Services to check availability.
- In order to take advantage of the Home Resort Priority, all Vacation Points being used to make the reservation must be associated with your Home Resort. If, at a later date, you wish to use Vacation Points from another Disney Vacation Club Resort, you cannot "switch out" the Vacation Points.
- Special requests, such as ground-level Vacation Homes, adjacent or connecting Vacation Homes rooms, specific buildings or views or bedding are on a "request basis only" and are subject to availability at the time of check-in and cannot be guaranteed. Specific Vacation Homes are not assigned at the time of reservation. The Resort front desk will assign a specific Vacation Home on or near the date of check-in.
- Disability-accessible Vacation Homes may be booked by checking the "Show me Accessible Rooms only" box on the search page.
- When making a new reservation through On-line Booking, you will have the one-time right to cancel the reservation without penalty before you leave the confirmation page for the reservation. If you leave the confirmation page for a reservation or if your session times out (after 20 minutes), you will no longer have the right to cancel without penalty and the Reservation Cancellation Guidelines will apply to that reservation.
- Please refer to the Home Resort Rules and Regulations, disneyvacationclub.com and current Vacation Point charts for additional information.

VACATION POINTS BANKING GUIDELINES

The following banking guidelines apply to all banking transactions made at the time of making a reservation using Vacation Points:

- Vacation Points may be banked only within the same Home Resort.
- Vacation Points can be banked only from your current Use Year into the following Use Year.
- Vacation Points can be banked only once.
- Banked Vacation Points cannot be returned to their original Use Year.
- Banked Vacation Points cannot be borrowed or transferred.
- In order to use banked Vacation Points for a reservation, the Vacation Points must have been banked before the reservation is made.
- Club Members may bank Vacation Points according to the following table:

| Use Year | 100% | 0% |
|-----------|--------------|---------------------------|
| February | September 30 | October 1 — January 31 |
| March | October 31 | November 1 — February 28* |
| April | November 30 | December 1 — March 31 |
| June | January 31 | February 1 — May 31 |
| August | March 31 | April 1 — July 31 |
| September | April 30 | May 1 — August 31 |
| October | May 31 | June 1 — September 30 |
| December | July 31 | August 1 — November 30 |

*During Leap Years, the 0% banking window will extend to February 29.

- If you have not completed travel on banked Vacation Points by the end of the Use Year they have been banked into, the Vacation Points expire.
- Banked Vacation Points may be applied to all Member Getaways reservations. Rule of Four applies. <https://disneyvacationclub.disney.go.com/faq/points/rule-of-4/>
- All banking transactions are final.
- To be eligible to bank Vacation Points, you must be current on your Annual Dues and monthly loan payments (if applicable), and not have any other outstanding balances related to your Membership including but not limited to, Member Getaways transaction fees and any incidental charges and/or balances due in relation to Disney Vacation Club Resort stays.
- To maintain a proper balance of Vacation Points in the Central Reservation System, banking may be suspended or limited from time to time.
- If you cancel a confirmed Disney Vacation Club Resort reservation that was made using banked Vacation Points, the Vacation Points will not be returned to their original use year.
- If the reservation is cancelled more than thirty (30) days before the check-in date, the banked Vacation Points will remain available for another reservation during the same Use Year into which the Vacation Points were banked. Rule of Four applies. <https://disneyvacationclub.disney.go.com/faq/points/rule-of-4/>
- If the reservation is cancelled thirty (30) or less days before the check-in date, the banked Vacation Points are placed in a Holding Account. Holding Account Vacation Points may be used for another reservation during the same Use Year into which the Vacation Points were banked, subject to the guidelines of the Holding Account. (see "Holding Account

Vacation Points" in the Home Resort Rules and Regulations section of your Multi-Site Public Offering Statement.)

- If you cancel a confirmed Member Getaways reservation that was made using banked Vacation Points, please consult the cancellation guidelines specific to the appropriate collection.
- Holding Account Vacation Points cannot be banked.
- All Vacation Points applied to a reservation are considered used starting on the reservation check-in date. If a reservation is cancelled on the check-in date, the Vacation Points will not be refunded.

RESERVATION CANCELLATION GUIDELINES

The following cancellation guidelines apply to all reservations made at Disney Vacation Club Resorts using Vacation Points:

- Cancellation guidelines are subject to change without notice.
- Reservations made wholly or partially with cash cannot be cancelled on line.
- **Cancelling a reservation 31 or more days prior to check-in:** All Vacation Points used to make the reservation, including any borrowed Vacation Points, will be restored to your account in the Use Year in which the reservation falls.
- **Cancelling a reservation 30 days-1 day prior to check-in:** All the Vacation Points used to make the reservation will be placed in the Holding Account in the Use Year in which the reservation falls.
- **Cancelling a reservation on the check-in date:** All the Vacation Points used to make the reservation will be forfeited.

RESERVATION MODIFICATION GUIDELINES

The following modification guidelines apply to reservations made at Disney Vacation Club Resorts using Vacation Points:

- Reservations made wholly or partially with cash cannot be modified online.
- **Modifying a reservation 31 or more days prior to check-in:** If the new reservation uses fewer Vacation Points than the original reservation, the remaining Vacation Points will be returned to your account in the Use Year in which the reservation falls.
- **Modifying a reservation 30 days-1 day prior to check-in:** All Vacation Points will be placed in the Holding Account. If the new reservation uses fewer Vacation Points than the original reservation, the remaining Vacation Points will stay in the Holding Account until the end of your Use Year.
- **Modifying a reservation on the check-in date:** If the new reservation uses fewer Vacation Points than the original reservation, the remaining Vacation Points will be forfeited.

VACATION POINT HOLDING ACCOUNT

Vacation Points in the Holding Account have the following limitations:

- These Vacation Points cannot be banked or borrowed.

- You can use these Vacation Points for a new Disney Vacation Club Resort reservation during your current Use Year as long as you book the reservation 60 or less days before the new check-in date.
- These Vacation Points can be used for an exchange during your current Use Year in two ways:
 - For Disney Collection (except *Disneyland*® Resort hotels in California and Tokyo Disney Resort Hotels), or Concierge Collection if you're making the reservation more than 4 months before the end of your Use Year for a check-in date that is 60 or less days away.
 - For *Disneyland*® Resort hotels in California, Tokyo Disney Resort Hotels, and the World Collection as long as the reservation is booked 60 or less days before the new check-in date.
- These Vacation Points must be used to complete travel by the end of the Use Year or they will expire.

TRAVEL INSURANCE

- If you want to purchase Travel insurance to cover a specific vacation, you must purchase the Travel Insurance at least 30 days prior to the vacation.
- The premiums for the plan are paid directly to Travelex by purchasing online or by calling Member Services.
- For more information, call Member Services at (800) 800-9800.

CHECK-IN / CHECK-OUT DISNEY VACATION CLUB RESORTS

Check-in time is after 4:00 pm.

Check-out time is by 11:00 am.

LATE ARRIVAL / NO-SHOWS / EARLY CHECK-OUTS

- If you or your guests fail to check in on their arrival day, you must notify Member Services or the destination Resort's front desk of the revised arrival time.
- You do not receive an extension of your reservation or a partial refund of Home Resort Vacation Points due to late arrivals or check-ins or failure to cancel prior to the arrival date.
- If your party does not check in and fails to notify Member Services or the Resort of the party's revised plans, you will lose all of the Home Resort Vacation Points used to make that reservation and are not entitled to any refund.
- All of the Home Resort Vacation Points applied to a reservation are considered used starting on the reservation arrival date. You are not entitled to a partial refund of Home Resort Vacation Points if your party checks out before the scheduled departure date.

DISNEY DINING PLAN

- Payment for the Disney Dining Plan is due in full at the time of adding the Disney Dining Plan to your reservation.

- Disney Dining Plans must be added to your reservation at least 48 hours prior to your check-in date. Disney Dining Plans cannot be added at check-in.
- You must contact Member Services at least 24 hours prior to check-in to modify or cancel a Disney Dining Plan. Cancellations and modifications are not available at check-in.
- All prices are in U.S. Dollars, and subject to change due to imposition of taxes or other charges of governmental authorities.
- If a Disney Dining Plan is purchased, it must be purchased for every guest age 3 and over on the reservation. Children age 3-9 must choose from a children's menu where available.
- Disney Dining Plans are not available for guests under the age of 3.
- Disney Dining Plan Meals and snacks may not be redeemed for cash in whole or in part, sold separately, transferred or refunded.
- Disney Dining Plans cannot be used to redeem meals for anyone who is not included in the applicable reservation or has not purchased a Disney Dining Plan.
- Theme park admission is required for some dining locations.
- All Disney Dining Plan meal and snack entitlements are based upon the length of your scheduled stay at the Disney Vacation Club Resort accommodations for which the Dining Plan was purchased.
- Disney Dining Plans are not available at Disney's Vero Beach Resort, Disney's Hilton Head Island Resort, The Villas at Disney's Grand Californian Hotel® & Spa or Aulani, Disney Vacation Club® Villas, Ko Olina, Hawai'i.
- Dining entitlements under a Disney Dining Plan expire on midnight on the day of check-out.
- Gratuities are not included unless otherwise indicated. For the Disney Dining Plan and Disney Deluxe Dining Plan, an automatic 18% gratuity charge will be added to your bill for parties of 6 or more. An automatic gratuity charge may also be added to your bill for items you order that are not included in the applicable Disney Dining Plan.
- Advance reservations are strongly recommended for the Disney Dining Plan and Disney Deluxe Dining Plan and may be required at some participating restaurants.
- An accepted major credit card guarantee is required for reservations at all locations.
- Certain Signature Restaurants have a resort casual dress code: tank tops, swimsuits, swimsuit cover-ups, hats for gentlemen, cut-offs and torn clothing not permitted.
- Table-service restaurants, Character Dining and dinner shows book quickly, and some may have limited or no availability at the time of your purchase of a Disney Dining Plan or when you call to make your dining reservations. You may make dining reservations up to 60 days in advance.
- Reservations must be cancelled at least 48 hours before the scheduled seating or a cancellation charge may be incurred (charge varies by location).
- Operating hours, menus, entertainment, Characters, Dining Plan locations, components and terms are subject to change without notice.
- Disney is not responsible for the non-utilization of any portion of any Dining Plan due to refurbishing, capacity, inclement weather or any circumstances beyond Disney's control.

USE OF CREDIT CARDS

- By making a credit/debit card payment, you represent and warrant to Disney that you are of the legal age of majority in your state of residence and that you are the authorized signatory on the credit/debit card you are using to make this payment.
- Disney is not responsible for credit/debit card payments that are refused or declined by your credit/debit card company. For information about a credit/debit card that is refused or declined, please contact your credit/debit card company.
- In addition, any fees and/or interest accrued due to a credit/debit card being refused or declined by the credit/debit card company are your responsibility.
- For information regarding a credit/debit card that is refused or declined, please contact your credit/debit card company.
- Credit/debit card account information provided to pay for the Disney Dining Plan is not retained by Us for future payments.

HOUSEKEEPING/TRASH/TOWEL SERVICES

- Daily housekeeping services are not provided at Disney Vacation Club Resorts.
- For stays of seven days or less, trash and towel service is provided on day four.
- For stays of eight or more days, full cleaning service is provided on day four and trash and towel service is provided on day eight. After that, the cycle begins again on day twelve.
- For all stays regardless of the length of the stay, daily trash removal will be provided.
- Please be advised that notwithstanding your use of a sign on your door, a request by you to forgo housekeeping services or any other request made by you, the hotel and its staff reserve the right to enter your room for any purposes including, but not limited to, performing maintenance and repairs or checking on the safety and security of Guests and property. The hotel staff will give reasonable notice prior to entry by knocking and announcing the intent to enter the room.

DISNEY'S MAGICAL EXPRESS at *Walt Disney World*® RESORT

- Disney's Magical Express is not available for reservations arriving on or after January 1, 2022.
- Consistent with airline baggage policies, Disney's liability for loss of or damage to guest baggage or property arising out of Disney's Magical Express transportation is limited to a maximum of \$2,800 per guest regardless of the number of bags or amount of property (however, this policy shall not affect the applicability of Fla. Stat. Section 509.111 relating to loss of or damage to guest property at hotels).
- Disney (and their directors, officers, employees, subcontractors, agents and representatives) shall have no liability for the loss of or damage to cash, financial instruments, precious metals, silverware, jewelry, works of art, medicine, computer/photographic/video/audio equipment, cell phones or other valuables. No pets will be transported by Disney's Magical Express transportation except for service animals.

- Any action or proceeding relating to Disney's Magical Express transportation shall be submitted exclusively to the Circuit Court in and for Orange County, Florida (or if the Circuit Court shall not have jurisdiction thereof, then such other court sitting in said county and having subject matter jurisdiction) for trial and determination by the court sitting without a jury.
- You hereby consent to the exclusive jurisdiction of such court and to the service of process outside the State of Florida pursuant to the requirements of such Court in any matter submitted to it, and you expressly waive any right to trial by jury with regard to any such matter.

NO-SMOKING POLICY

- All Disney Vacation Club Resorts and *Walt Disney World*® Resort hotels are smoke-free environments except for designated outdoor smoking locations.
- The *Disneyland*® Resort in California, including its hotels, is a smoke-free environment. There are no designated smoking areas on property.
- A room recovery fee will be charged for smoking in Vacation Homes, guest rooms, on balconies or on patios.

GENERAL TERMS AND CONDITIONS AND RESPONSIBILITY

- You agree not to give or make available your Club ID login or PIN # or other means to access your account to any unauthorized individuals. You are responsible for all transactions you authorize using this website. If you permit others to access your account, you are responsible for any transactions they authorize or changes they make to your account. If you believe that your Club ID login or PIN # or other means to access your account have been lost or stolen or that someone may attempt to access your account without your permission, you must promptly notify Us by contacting Member Services.
- If any provision or provisions of these Terms and Conditions shall be held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be enforced to the fullest extent permitted by applicable law and the validity, legality and enforceability of the remaining provisions shall not be affected thereby.
- These terms and conditions are subject to change by Us and notice of such change will be deemed given if and when revised Terms and Conditions for "On-Line Booking for Disney Vacation Club Resorts" are posted on this website. We shall at no time be liable or responsible in any way for any loss or damages arising out of the use, inability to use or the results of such use of this web site and the "On-Line Booking for Disney Vacation Club Resorts" module.
- In addition to these Terms and Conditions, all use of the disneyvacationclub.com website is subject to the Terms of Use and the Privacy Policy of The Walt Disney Company.
- Use of your membership is subject to all of the rules, covenants, conditions, restrictions and limitations set forth in the Multi-site and Component Site Offering Statements for your Home Resort (collectively, the "Membership Rules") and in the event of an conflict between the Membership Rules and these Terms of Use, the Membership Rules will govern.

- All on-line booking and Disney Dining Plan transactions are made and consummated in the State of Florida; all such transactions and these Terms and Conditions shall be governed by the laws of the State of Florida, without giving effect to any principles of conflicts of law. Any action or proceeding relating to any such transactions shall be submitted exclusively to the Circuit Court in and for Orange County, Florida (or if the Circuit Court shall not have jurisdiction thereof, then such other court sitting in said county and having subject matter jurisdiction) for trial and determination by the court sitting without a jury. You hereby consent to the exclusive jurisdiction of such court and to the service of process outside the State of Florida pursuant to the requirements of such Court in any matter submitted to it, and you expressly waive any right to trial by jury with regard to any such matter.
- Disney, their directors, officers, employees, subcontractors, agents and representatives, shall at no time be liable or responsible in any way whatsoever for any loss, injury, or damage caused or arising in connection with any transportation, hotel or other services or products of third parties provided through Disney, or as a result of acts of God, acts of government or other authorities, wars, civil disturbances, hijacks, thefts, or any circumstance beyond its control.
- Disney reserves the right to decline, accept, or retain any guest as a participant in its packages at any time. In addition, Disney reserves the right to cancel or modify a reservation (including after the reservation has been confirmed) if the reservation includes or resulted from a mistake or error of any kind, or where it appears that a guest has engaged in fraudulent or misleading activity in making the reservation. If a reservation is cancelled by Disney, Disney shall have no responsibility beyond the refund of monies paid to Disney and/or Vacation Points used, for the reservation. The terms and conditions of any transportation services provided by airlines or car rental agencies shall be as represented by those third parties.

For other information about your reservation, please visit the Plan Vacations tab on this Web site.