

FOR OFFICE USE ONLY Approved Denied Reason Denied:



Front Beach Road
Panama City Beach, FL 32413
Reservations: 888-627-0625
www.bythesearesorts.com

Select Club Enrollment Form

Guest Name: _____

Mailing Address: _____

Phone: _____ Email: _____

By signing, I acknowledge that I have read, understand and agree to abide by the Select Club Terms and Conditions as stated below.

Guest Signature: _____ Date: _____

SELECT CLUB TERMS AND CONDITIONS

1. Program Sponsor. The Program is operated by BY THE SEA RESORTS, INC. Front Beach Road, Panama City Beach, FL 32413.

2. Membership Eligibility and Fee. Membership in the program is available to individuals ("you") as stated in these Terms and Conditions. You may maintain only one account. Companies and/or other entities cannot enroll. There is no enrollment fee for this program. Qualified guests must complete an enrollment form to participate in this program. For the purposes of this program, a qualified or returning guest is defined as a guest that has stayed at any BY THE SEA RESORT 15 or more nights at the regular rate since 2004. Only nights where the reservation was made in the applicants name qualify. Upon BY THE SEA RESORTS approval of the form and authentication of the information provided therein, you will receive by mail a welcome letter and Select Club membership card.

3. Program Availability. BY THE SEA RESORTS reserves the right to restrict, suspend, discontinue or cancel this program upon 90 days' written notice to all active members. In that event, your right to receive Select Club benefits may end 90 days after we notify you.

4. Membership Cancellation. BY THE SEA RESORTS reserves the right to cancel any membership for reasons that include, but are not limited to: 1) violation of these Terms and Conditions; 2) misrepresentation of any information or abuse of this program; 3) violation of any national, state or local law or regulation in connection with the use of benefits; 4) failure to pay for hotel charges; 5) a check that is returned for insufficient funds or is invalid for any reason; 6) commission of fraud or abuse involving any portion of this program; 7) more than one active account per member; or 8) action, in any other way, to the detriment of the program or any of its alliances; all as may be determined by BY THE SEA RESORTS in its sole discretion.

5. Changes in Terms and Conditions. BY THE SEA RESORTS reserves the right to change, limit, modify or cancel program Terms and Conditions, regulations, benefits, conditions of participation in whole or part at any time.

6. Notice of Changes. Any such changes will be shown in these Terms and Conditions on the bythesearesorts.com website and will be effective immediately unless stated otherwise. A notice that a change has been made will be placed on the website for a reasonable period of time. Any changes to any printed version of the Terms and Conditions will be contained in the next reprinting of that printed version. BY THE SEA RESORTS will attempt to notify active members of major program changes, but will not be liable for failure to do so, and all members will nevertheless be bound.



7. Legal rights. Neither the program nor any benefit offered by the program creates, constitutes or gives rise to any legal or contractual rights by members against BY THE SEA RESORTS.

8. Data Privacy. Under the data protection legislation of various countries, we are required to particularly draw your attention to the fact that by applying for membership or by continuing to exercise the privileges of membership and in order to make it possible for BY THE SEA RESORTS to perform its obligations under the program, you accept and explicitly authorize that your personal information which is supplied by you in the enrollment form shall be processed by BY THE SEA RESORTS, in its capacity of data controller, by its subsidiaries and or affiliates or franchisees and may be transferred worldwide to any third parties with which BY THE SEA RESORTS is affiliated within the scope of the program or to third parties to process your personal data on our behalf or where required by applicable law or in the event of a company reorganization, merger or acquisition, for use of such information for its (their) administration of membership records, guest service, advertising, marketing and communication purposes. They or we may contact you for marketing purposes by mail, fax, telephone or email.

9. Right of Access to Data. You have a right of access to your data by sending a written request to BY THE SEA RESORTS c/o Select Club Membership, 15325 Front Beach Road, Panama City Beach, FL 32413.

10. Benefit Redemption. Discounts will be applied at check-in or at time of purchase only, upon presentation of the Select Club membership card only. Room discounts valid on reservations made directly through BY THE SEA RESORTS only. Discounts valid on regular room rates for suites only or on full purchase prices only and may not be combined with any other offers or discounts. Benefits are not redeemable for cash or any other form of credit and have no value until presented for redemption in accordance with the terms and conditions of this program.

11. Employer Restrictions. BY THE SEA RESORTS employee participation is prohibited.

12. Communications Not Received. BY THE SEA RESORTS is not liable for loss of misdirected correspondence, requests, or freight that may be incomplete, illegal, delayed, lost or stolen.

13. No Guarantees on Merchandise. BY THE SEA RESORTS makes no guarantees, warranties or representations of any kind, expressed or implied, with respect to items of merchandise, and shall not be liable for any loss, expense (including without limitation, any legal fees), accident or inconvenience that may arise in connection with the use of such items or as a result of any defect or failure of such items. Any implied warranties of merchantability or fitness for a particular purpose are specifically disclaimed.

14. Restricted by Law. This program or participation therein is void where prohibited or restricted by law in the country of the member's domicile.

15 Program Interpretation. Interpretations of program Terms and Conditions shall be at the sole discretion of BY THE SEA RESORTS. BY THE SEA RESORTS reserves the right to add, modify, delete or otherwise change these Terms and Conditions or any rules related to the program at its sole discretion, with or without notice.