

# CLUB WYNDHAM

## SOUTH PACIFIC

### SUPPLEMENTARY PRODUCT DISCLOSURE STATEMENT NEW ZEALAND ONLY

01 JANUARY 2023

#### CONSUMER WARNING

**Timeshares are not appropriate for everyone. You should take time to consider whether buying this timeshare is right for you before you sign the application form.**

It is important to understand:

1. Timeshares are generally very long term. The term of this timeshare is 57 years. You will generally be required to pay **ongoing costs** for as long as you own the timeshare, regardless of whether or not you use the timeshare. This includes any costs for financing the purchase.
2. You are **not guaranteed** the type of accommodation or location you want at the time you want.
3. After the cooling-off period has ended, and you have not withdrawn your application under any 'subject to finance' rights, **it may be difficult to get out of this timeshare** and there is **no guarantee** that you will be able to sell it to another person or get any money back.
4. Timeshares are **not an investment** and you should not expect any financial return from a timeshare. You are buying an interest in a managed investment scheme for recreational use.

**Note:** In the consumer warning, a "timeshare" is an interest in a time-sharing scheme.

# ABOUT THIS SUPPLEMENTARY PRODUCT DISCLOSURE STATEMENT

This is a Supplementary Product Disclosure Statement (SPDS) issued by Wyndham Vacation Clubs South Pacific Ltd ACN 090 503 923 for Club Wyndham South Pacific ARSN 092 334 015. This SPDS supplements the Product Disclosure Statement (PDS) prepared 30 September 2022 (offer) and must be read in conjunction with the PDS and any other SPDS when an offer is made within New Zealand.

The purpose of this SPDS is to provide the regulatory disclosures required when an offer is made within New Zealand and includes a regulatory warning and the NZD\$ pricing of Vacation Credits and annual levies.

Terms used in this SPDS have the same meaning as given to those terms in the PDS.

A copy of this SPDS has been lodged with ASIC and the New Zealand Companies Office.

## OFFER TO NEW ZEALAND RESIDENTS

The following is a standard warning that must be given to all New Zealand investors when an offer is made by a PDS that is regulated by Australian law:

- (a) This offer to New Zealand investors is a regulated offer made under Australian and New Zealand law. In Australia, this is Chapter 8 of the Corporations Act 2001 (Aust) and regulations made under that Act. In New Zealand, this is subpart 6 of Part 9 of the Financial Markets Conduct Act 2013 and Part 9 of the Financial Markets Conduct Regulations 2014.
- (b) This offer and the content of the offer document are principally governed by Australian rather than New Zealand law. In the main, the Corporations Act 2001 (Aust) and the regulations made under that Act set out how the offer must be made.
- (c) There are differences in how financial products are regulated under Australian law. For example, the disclosure of fees for managed investment schemes is different under the Australian regime.
- (d) The rights, remedies, and compensation arrangements available to New Zealand investors in Australian financial products may differ from the rights, remedies, and compensation arrangements for New Zealand financial products.
- (e) Both the Australian and New Zealand financial markets regulators have enforcement responsibilities in relation to this offer. If you need to make a complaint about this offer, please contact the Financial Markets Authority, New Zealand ([fma.govt.nz](http://fma.govt.nz)). The Australian and New Zealand regulators will work together to settle your complaint.
- (f) The taxation treatment of Australian financial products is not the same as for New Zealand financial products.
- (g) If you are uncertain about whether this investment is appropriate for you, you should seek the advice of an appropriately qualified financial adviser.
- (h) The offer may involve a currency exchange risk. The currency for the financial products is not New Zealand dollars. The value of the financial products will go up or down according to changes in the exchange rate between that currency and New Zealand dollars. These changes may be significant.
- (i) If you expect the financial products to pay any amounts in a currency that is not New Zealand dollars, you may incur significant fees in having the funds credited to a bank account in New Zealand in New Zealand dollars.
- (j) If the financial products are able to be traded on a financial product market and you wish to trade the financial products through that market, you will have to make arrangements for a participant in that market to sell the financial products on your behalf. If the financial product market does not operate in New Zealand, the way in which the market operates, the regulation of participants in that market, and the information available to you about the financial products and trading may differ from financial product markets that operate in New Zealand.
- (k) The dispute resolution process described in this offer document is available only in Australia and is not available in New Zealand.

## A. COMPLAINTS AND RESOLUTION OF DISPUTES

Section 5.5 on page 30 of the PDS is replaced with the following:

We have an internal complaints handling program to handle any complaint you may have about your Ownership in the Club.

If you have a complaint, you are encouraged to contact the Customer Care Team by email to [customerteam@wyn.com](mailto:customerteam@wyn.com) or by calling us.

Every attempt will be made to resolve your issue of complaint or dispute quickly and fairly. However, if your complaint is not resolved to your satisfaction within 30 days then you can refer the matter to Financial Services Complaints Ltd (FSCL) an external dispute resolution scheme approved by the Minister of Consumer Affairs, at:

Telephone: 0800 347 257

Email: [info@fscl.org.nz](mailto:info@fscl.org.nz)

[fscl.org.nz](http://fscl.org.nz)

Alternatively, you can refer the matter to the Australian Financial Complaints Authority (AFCA):

Mail: GPO Box 3, Melbourne VIC 3001

Telephone: 1800 931 678

Email: [info@afca.org.au](mailto:info@afca.org.au)

[www.afca.org.au](http://www.afca.org.au)

## B. FEES AND OTHER COSTS

All amounts are expressed in NZ\$ and are inclusive of GST (if applicable).

Table 1 in Section 7.1 on page 33 is replaced with the following table:

**Table 1: Purchase Price and Upfront Fees and Costs Summary (NZ\$)**

OWNERSHIP OPTION	PURCHASE PRICE (INCL. FEES)			ADDITIONAL AMOUNTS UNDER FINANCING ARRANGEMENT <sup>2</sup>	
	Vacation Credits	Price per Vacation Credit	Total cost of Vacation Credits (incl fees) <sup>1</sup>	Upfront finance costs	Total cost of Vacation Credits (incl. upfront finance costs)
<b>Premier</b>	Minimum 6,000 No maximum	\$3,485	\$21,109.53	Nil	\$21,109.53
<b>Standard</b>	Minimum 12,000 No maximum	\$3,485	\$42,019.53	Nil	\$42,019.53

1. This includes an establishment fee of \$199.53 and is calculated on the minimum number of Vacation Credits for type of Ownership. The proceeds from the purchase price will be paid to the Developer. For further information, refer to the Additional Explanation of Fees and Costs at page 37 of the PDS. If you are an existing Owner the purchase price per additional Vacation Credit is the price per Vacation Credit as set out in Table 1 but may be subject to a discount offered by the Developer from to time and deducted from the Developer's entitlement to any proceeds of sale of Vacation Credits.

2. There is no upfront finance cost payable under financing arrangement if you choose to enter into a financing arrangement facilitated by Wyndham. For further information, refer to the Additional Explanation of Fees and Costs at page 37.

Table 2 in Section 7.3 on page 34 of the PDS is replaced with the following table:

**Table 2: Fees and Costs Summary - Premier Ownership of 6,000 Vacation Credits (NZ\$)**

TYPE OF FEE OR COST <sup>1</sup>	AMOUNT	HOW AND WHEN PAID
Ongoing annual fees and costs (excluding special levies <sup>2</sup> ) to cover the budgeted costs of maintaining the property of the Club and other services are calculated for the	\$824.00	Payable annually, either in full in January or by way of fortnightly or monthly payments. See section 7.4 for more details on Annual Levies
<b>Ongoing membership fee</b> Fees payable for being an Owner	Nil	Not applicable
<b>FINANCING RELATED FEES AND COSTS</b>		
<b>Annual repayments for financing arrangements</b> Based on borrowing the maximum portion of the total purchase price available at the maximum interest rate for the maximum loan term in relation to that interest rate.	\$3,401.95	Payable by the Owner either by way of fortnightly or monthly direct debit payments as arranged with the lender, Finance by Wyndham Pty Ltd
<b>Ongoing financing costs</b> The financing costs you have to pay on an ongoing basis in addition to your repayments	Nil	Not applicable
<b>OWNER ACTIVITY RELATED FEES AND COSTS<sup>3</sup></b>		
<b>Accommodation usage fees<sup>4</sup></b> Fees payable to use Club Apartments	Nil	Not applicable
<b>Forfeiture fee<sup>5</sup></b> Fees payable if the Responsible Entity forfeits your timeshare	Nil	Not applicable. In the event of forfeiture, sale costs and administration costs are deducted from the proceeds of sale. See section 10.3 for more information on forfeiture.
<b>Transfer fee</b> Fees payable to transfer your Ownership	\$0 - \$300 depending on transfer type	Payable to the Club at the time of requesting a transfer of Ownership. See section 7.7 E for more information on transfer fees.

1. It is important to understand that a failure to pay an amount owing (such as Annual Levies or financing costs) may result in you losing your Ownership, by forfeiting your interest in the Club. You may not receive anything for the forfeited interest if this happens.

2. Special levies may also be payable in certain circumstances. For further information, refer to the Additional Explanation of Fees and Costs at page 37.

3. One-off fees and costs may also be payable in certain circumstances—for example, if your Ownership is forfeited or transferred. You may also be required to pay the following fees depending on the location of the Club Resort, the way you use your Vacation Credits and how you pay your Annual Levies: late payment fees for late or non-payment of Annual Levies; dishonour fees; housekeeping fees; local authority or government taxes; statement of account fees; and credit card transaction fees. For further information on these fees, refer to the Additional Explanation of Fees and Costs at page 37.

4. For further information, refer to the Additional Explanation of Fees and Costs at page 37.

5. Refer to section 10.3 of the Product Disclosure Statement for details of the circumstances where the Responsible Entity can forfeit an Ownership.

Table 3 at Section 7.4 on page 35 of the PDS is replaced with the following table:

**Table 3: Annual Levies (NZ\$)**

OWNERSHIP OPTION	AMOUNT	HOW LEVIES ARE CALCULATED
<b>Premier or Standard</b>	<b>Vacation Credits owned</b>	Annual Levies are your share of the total amount of levies budgeted to be raised based on the number of Vacation Credits you hold. For the first year of Ownership, you will be required to pay a pro-rata proportion of the Annual Levies which relates to the remaining period of the calendar year in which you purchased your Vacation Credits (or additional Vacation Credits). This pro-rata payment can be made fortnightly or monthly. For the calendar year from 1 January 2023, Annual Levies are calculated on the following formula:  \$824.00 for the first 6,000 – 7,500 Vacation Credits, plus (\$824.00 x 23.07%), for each increment of 2,500 Vacation Credits or portion thereof owned.  Your Annual Levy statement will be made available on your online Owner account on or by 1 December each year, for the following year. See section 7.7 for further details on Annual Levies.
	6,000 – 7,500	
	7,501 – 10,000	
	10,001 – 12,500	
	12,501 – 15,000	
	15,001 – 17,500	
	17,501 – 20,000	

\* See the formula in column 3 to calculate Annual Levies payable on Vacation Credits in excess of 20,000.

Table 4 at Section 7.5 on page 36 of the PDS is replaced with the following table:

**Table 4: Example of Annual Fees and Costs (NZ\$)**

TYPE OF FEE OR COST <sup>1</sup>	AMOUNT	EXPLANATION OF FEES AND COSTS
<b>COST OF MEMBERSHIP —BEFORE FINANCE</b>		
Annual Levies	\$824.00	Your portion of the annual operating and maintenance costs of the Club based on the annual budget set by the Responsible Entity.
Ongoing Ownership fee	Nil	Not applicable
Special levies	Nil	Levied if necessary for capital improvements or major expenses not covered in Annual Levies. No special levies have been charged during the life of the Club to date. See section 7.7 for more information.
Accommodation usage fees	Nil	Assumes Ownership is fully utilised and bookings are made in high season.
Other fees and costs	Nil	Not applicable.
<b>Total of the above costs of Premier Owner with 6,000 Vacation Credits</b>	<b>\$824.00</b>	If you held this Ownership option, you would be charged fees and costs of \$765.00 for a 1-year period. This amount does not include finance costs.
<b>OWNERSHIP OPTION – PREMIER OWNER WITH 6,000 VACATION CREDITS FINANCE COSTS</b>		
Annual repayments for financing arrangements <sup>2</sup>	\$3,401.95	Loan principal repayments and interest payments payable monthly by direct debit in the first 12 months of the finance contract.
Ongoing financing costs	Nil	Not applicable.
<b>Total of the above costs of Premier Owner with 6,000 Vacation Credit including finance costs.</b>	<b>\$4,225.95</b>	If you held this Ownership option, you would be charged fees and costs of \$4,225.95 for a 1-year period including finance costs

1. Additional fees may apply

2. The interest rate in the example is based on borrowing the maximum portion of the total purchase price available at the maximum interest rate available under a financing arrangement and the maximum loan term in relation to that interest rate. It assumes the amount borrowed is the maximum portion of the purchase price able to be financed. The interest rate is 13.25% p.a., loan term is 10 years and amount borrowed is \$18,800.86. The annual repayments during the loan include interest and the amount contributed towards the purchase price.

Table 5 in section 7.6 on page 37 of the PDS is replaced with the following table:

**Table 5: Cost of product for 1 year (NZ\$)**

OWNERSHIP OPTION	COST WITHOUT FINANCE	COST WITH FINANCE
<i>Premier Owner with 6,000 Vacation Credits</i>	\$824.00	\$4,225.95
<i>Standard Owner with 12,000 Vacation Credits</i>	\$1,203.87	NA <sup>1</sup>

1. Finance is not facilitated by the Responsible Entity for this Ownership option. If you obtain your own financing, it will be subject to fees and costs that is not disclosed in this table.

### Late or Non-Payment of Annual Levies

The table in section 7.7B on page 38 of the PDS is replaced with the following:

FEE TYPE	QUARTERLY ACCOUNTS	MONTHLY ACCOUNTS
Late fee for each reminder notice sent to you	AU/NZ\$15 Payable for each quarter in which the full amount due is late or not made	AU/NZ\$10 Payable for each month in which the full amount due is late or not made
Interest on outstanding levies	15% per annum accrued daily on the amount which is overdue by 60 days or more (e.g. for outstanding levies of \$824.00, you may be charged \$0.2948 interest for each day they remain outstanding)	
Return cheque charge for each dishonoured, returned or rejected payment	AU/NZ\$25	

### Housekeeping Fees

The table in section 7.7C on page 39 of the PDS is replaced with the following:

APARTMENT TYPE	STANDARD*	DELUXE*	GRAND*	PRESIDENTIAL*
Studio or Hotel room	AU\$100.00	AU\$109.00	AU\$122.00	AU\$135.00
1-Bedroom	AU\$114.00	AU\$122.00	AU\$135.00	AU\$146.00
2-Bedroom	AU\$127.00	AU\$135.00	AU\$146.00	AU\$156.00
3-Bedroom	AU\$140.00	AU\$146.00	AU\$156.00	AU\$206.00
4-Bedroom	N/A	AU\$156.00	AU\$206.00	AU\$228.00

\*This fee is expressed in AU\$ (inc. GST).

**Section 10.10 on page 51 of the PDS is replaced with the following:**

#### 10.10 Available Vacation Credits

As at September 30 2022:

- There are 56,589 Owners in the Club who hold a total of 1,103,528,329 Vacation Credits