

CONTRACT FOR SEASON LIFT AND RESORT ACCESS - 2021

RISK WARNING:

RECREATIONAL ACTIVITIES (INCLUDING SKIING, SNOWBOARDING, USING LIFTS, SNOWTUBING, MOUNTAIN BIKING AND TO A LESSEER DEGREE HIKING) INVOLVE A SIGNIFICANT RISK OF PHYSICAL HARM OR PERSONAL INJURY INCLUDING PERMANENT DISABILITY AND/OR DEATH TO PARTICIPANTS. ANY SUCH INJURY MAY RESULT NOT ONLY FROM YOUR ACTIONS BUT FROM THE ACTION, OMISSION OR NEGLIGENCE OF OTHERS.

Issued by Kosciuszko Thredbo Pty Ltd (referred to throughout as 'us', 'we', 'our') as operator of the Thredbo Alpine Resort ('Resort').

TERMS AND CONDITIONS OF USE

By using your season lift pass or accessing the Resort you acknowledge that you have read and understood, and agree to be bound by, these Terms and Conditions of Use. Any adults who are parents or guardians of children who are unable to accept these Terms and Conditions of Use in their own capacity, do so on their behalf and must ensure they comply with them. Separate and additional terms and conditions may apply to the use of some of our facilities, equipment and services.

These Terms and Conditions of Use refer to various rights that may be exercised in our discretion, and the discretion of our staff. Mountain based recreational activities can be dangerous, and as a result we need the right to do so. We will, however, endeavour to ensure those rights are exercised in accordance with all applicable laws, and having regard to the need to protect staff, customers, property and equipment.

General provisions:

1. You must observe our COVID-19 Safety Policy and (for snow sports) the Alpine Responsibility Code (both as set out below, and as updated in our discretion by notices displayed throughout the Resort) and conduct yourself in a safe, responsible and controlled manner at all times.
2. The use of any snow or mountain sport equipment or devices, whether recreational or otherwise, other than skis or snowboards during our snow season (and mountain bikes when permitted, or other equipment we approve in our discretion) are not permitted within the Resort boundary. Tobogganing and general snow-play is also not permitted within the Resort boundary.
3. You must read and comply with all signs and follow all directions given by us and our staff, and by any public health official or law enforcement officer.
4. You acknowledge that the risks associated with mountain based recreational activities are not always prominent, conspicuous or physically observable and you accept those risks nonetheless.

Limitations and exclusions of liability:

1. This section contains limitations and exclusions on our liability. Those limitations and exclusions are not intended to apply in any circumstances where the law does not permit us to do so, whether under the Competition and Consumer Act 2010 (Cth), the Civil Liability Act 2002 (NSW) or otherwise.
2. You engage in any recreational activity at your own risk, and you acknowledge that except to the extent that the law provides that liability cannot be excluded, we are not liable for breach of any warranty that services we provide will be rendered with reasonable care and skill.
3. Where we provide "recreational services" as defined in the Competition and Consumer Act 2010 (Cth) (which include sporting activities or similar leisure time pursuits), to the maximum extent permitted by that legislation we exclude all liability to you for personal injury (as defined below) arising out of any failure by us (or our employees or agents) to comply with any consumer guarantees applying under that legislation (including those set out in the Australian Consumer Law). For these purposes, "personal injury" means:
 - a. death;
 - b. any physical or mental injury of an individual (including the aggravation, acceleration or recurrence of such an injury);
 - c. the contraction, aggravation or acceleration of a disease of an individual; and
 - d. the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual:
 - i. that is or may be harmful or disadvantageous to an individual or community; or
 - ii. that may result in harm or disadvantage to an individual or community.
4. Where liability cannot be excluded, we limit our liability to the maximum extent permitted by law.
5. We make no warranties in relation to the services to be provided. Without limiting paragraph 2 above, all warranties, representations or conditions relating to the services we provide (whether express or implied and whether arising out of contract, at common law or under statute) are to the maximum extent permitted by law expressly excluded and you acknowledge that our liability under any statutory right or any condition or warranty implied by the Competition and Consumer Act 2010 (Cth) which cannot be excluded, is limited at our option to the resupply of the services or the payment of the cost of having the services supplied again.

6. Except to the extent that the law, including the Competition and Consumer Act 2010 (Cth) provides that liability cannot be excluded, you acknowledge that we are not liable to you for any Personal Injury or death, which includes loss, damage, injury to you or any persons and any incidental, indirect, special, consequential or economic loss or damage to you or any persons (including loss of opportunities, exemplary or punitive damages) whether arising from default, negligence, misconduct or otherwise by us, our employees or our agents and you indemnify us against all such claims.
7. However nothing limits our liability for representations or other communications (either oral or written) made by us, where by law such liability cannot be excluded.
8. The term “including” in these Terms and Conditions of Use is not a term of limitation.

Your season lift pass:

1. Your season lift pass:
 - a. Is valid only for the period of usage specified to or selected by you when purchased.
 - i. Premium Pass is valid for the period from 12 June 2021 to 4 October 2021 with no blackout dates.
 - ii. Value Season Pass is valid for the periods from 12 June 2021 to 25 June 2021, and from 12 July 2021 to 4 October 2021.
 - iii. Midweek Value Season Pass is valid for use Monday to Friday only for the period from 12 June 2021 to 25 June 2021, and from 12 July 2021 to 4 October 2021.
 - b. Must only be used by you and only on dates for which it has been validly purchased.
 - c. Remains our property at all times and:
 - i. must not be resold or altered in any way;
 - ii. is valid for use by the assigned pass holder only and cannot be transferred to any other person. Where a season lift pass is transferred to or used by another person then the pass may be cancelled by us;
 - iii. You acknowledge and accept that you are liable for any misuse that occurs while your pass is not in your possession unless you have already reported to us your pass has been lost or stolen prior to the misuse occurring. You acknowledge and accept that you may lose your pass privileges if another person is caught using your pass prior to you reporting your pass lost or stolen to us; and
 - iv. You are responsible for immediately reporting to us if your season pass is lost, stolen or damaged by reporting the circumstances to any Thredbo Guest Services office in person or calling 1300 020 589 during business hours.
 - d. Must be available and produced for inspection upon request by our staff at lift access points for verification of validity. If requested by our staff, you must produce photo ID as proof that you are the valid passholder.
 - e. Subject to any refund rights you have under the Australian Consumer Law, or under our COVID-19 Cancellation Policy, not be refunded in whole or part if:
 - i. you do not comply with these Terms and Conditions and your season lift pass is cancelled as a result;
 - ii. any Resort facilities are not operating for any reason, including weather, safety or any other operational closure, restriction or limitation or as directed by our staff in their discretion; or
 - iii. any portion of the pass is unused.
 - f. If your MyThredbo Card:
 - i. is damaged and no longer grants you access to Thredbo Facilities, a replacement MyThredbo Card pass will be issued to you upon request subject to payment by you of \$5.00; or
 - ii. has been lost or stolen, you must immediately report this to Thredbo Guest Services on 1300 020 589 or by visiting a Thredbo Guest Services Office. You acknowledge and accept that any season lift pass issued to you may be cancelled or suspended in our discretion if an unauthorised person is found to be using it prior to you reporting it lost or stolen.
 - g. Does not entitle you to provide or receive ski or snowboard instruction. Any such instruction may only be provided by our staff and is to be purchased and arranged separately.
 - h. May be cancelled by us at any time:
 - i. if you fail to adhere to these Terms and Conditions of Use, which include the COVID-19 Safety Policy and the Alpine Responsibility Code; or
 - ii. we otherwise consider appropriate in our discretion to protect our staff, customers, property and equipment, including in response to unacceptable behaviour by you that includes physical or verbal abuse towards our staff and other customers.

Any breach of these conditions may also invoke police action. Where we have reason to believe that a season lift pass has been transferred to another person, no refund will be provided or credit payable for the purchase price of the cancelled pass, even if a portion of the pass remains unused.

COVID-19 SAFETY POLICY:

1. You acknowledge that COVID-19 is a highly contagious virus and that we are required to comply with all applicable public health orders, restrictions and directions from government and law enforcement bodies, and to implement safety practices, procedures and systems that we consider reasonable and necessary in order to seek to keep our staff and customers safe (collectively **'Safety Measures'**).
2. You agree to abide by any and all Safety Measures in place at the Resort at any time.
3. You acknowledge that the Safety Measures may change from time to time and without advance warning in response to advice and directions from relevant authorities, and operational and access decisions made accordingly by us.
4. You agree:
 - a. That you will not attend or access any Resort venue or service nor seek to use any season lift pass that you have purchased if and for so long as (i) you are required to self-isolate, (ii) you have been tested for COVID-19 and are awaiting the results, (iii) you are confirmed as infected with COVID-19, or (iv) you are experiencing symptoms of any illness that are consistent with a possible COVID-19 diagnosis;
 - b. That you will immediately seek medical advice and advise us if during any time you are within the Resort or within 14 days after your departure you become unwell with symptoms consistent with a possible COVID-19 diagnosis. In such circumstances please contact Thredbo Guest Services on 1300 020 589 or via email sent to guestservices_thredbo@evt.com.
 - c. You acknowledge that the Safety Measures may limit the capacity of lifts and may lead to delays in accessing and using the lifts;
 - d. To regularly monitor and check the then applicable Safety Measures in place at the Resort, as listed at: www.thredbo.com.au/about-thredbo/covid-19-update; and
 - e. To maintain a high standard of personal hygiene. This includes:
 - i. Washing your hands using soap and water for at least 20 seconds on a regular basis;
 - ii. Covering your nose and mouth when coughing and sneezing with a tissue or flexed elbow;
 - iii. Sanitising your hands using available stations before and after accessing our services, or touching retail or rental items;
 - iv. Avoiding close contact with anyone with cold or flu-like symptoms; and
 - v. Staying away from the Resort if you are sick.
5. We have robust processes in place to react to confirmed cases of COVID-19 at the Resort. You accept that this may involve immediate unannounced actions that we and you are required to take, including closing the Resort or ceasing some or all of our services for an unspecified period of time to allow for cleaning and investigation by appropriate authorities. We will only open following permission from appropriate authorities and where we deem it safe and appropriate to do so.

ALPINE RESPONSIBILITY CODE:

- Know your ability and always stay in control and be able to stop and avoid other people or objects. It is your responsibility to stay in control on the ground and in the air.
- If you wish to take lessons, do so only from our trained staff, who are qualified to do so.
- Use appropriate protective equipment to minimise the risk of injury.
- Before using any lift you must have the knowledge and ability to load, ride and unload safely and always use the restraining devices.
- Observe and obey all signs and warnings. Keep off closed trails or runs.
- Give way to people below and beside you on the hill. It is your responsibility to avoid them.
- Do not stop where you are not clearly visible from above. Look uphill and give way to others when entering/exiting a trail or starting downhill.
- Always ensure your equipment is in good condition and use suitable restraining devices to avoid runaway skiing/boarding equipment.
- Do not ski, board, ride a lift or undertake any other alpine activity if your ability is impaired by drugs or alcohol.
- If you are involved in, or witness an accident or collision, alert Ski Patrol, remain at the scene and identify yourself to the Ski Patrol.

Skiers/snowboarders must observe the Alpine Responsibility Code and ski/ride in a safe manner at all times. Failure to do so may result in forfeiture of skiing/snowboarding privileges.

To maximise safety for staff, customers, property and equipment, we prohibit the unauthorised operation or use of any remotely piloted aircraft or any form of aerial drones (whether by recreational or commercial users) within the Resort area without our approval.

THREDBO SEASON PASS PROTECTION

1. Thredbo 2021 Season Pass Protection (**'Refund Protection'**) is subject to the terms and conditions below which are to be read in conjunction with all other notices and signs that we may from time to time publish or display relating to Refund Protection.
 - a. Any person who buys a 2021 Thredbo Season Pass from us for the 2021 ski season is covered by Refund Protection.

- b. Refund Protection only applies to a Thredbo Season Pass purchased for the 2021 ski season.
- c. Refund Protection only provides for a refund due to Injury, Medical Circumstance or Relocation in accordance with these terms and conditions and not for any other reason.
- d. Refund Protection is NOT transferable and cannot be re-sold or exchanged to another person or transferred to another year.
- e. Where MyMoney obtained via either an On Mountain Injury Credit or Pre Arrival Injury Credit is used as payment for the 2021 Thredbo Season Pass the MyMoney amount will not be refunded in accordance with the terms and conditions relating to an On Mountain Injury Credit and Pre Arrival Injury Credit. Any MyMoney Credit minus the Refund Protection Amount per paragraph 1 i. below will be credited to the guest's profile as a MyMoney Credit.
- f. The maximum refund amount of Refund Protection shall not exceed the full purchase price for the 2021 Thredbo Season Pass.
- g. With respect to an Injury or Medical Circumstance affecting the 2021 Thredbo Season Pass holder, a Doctor must in a medical certificate recommend that due to the severity of the Injury or Medical Circumstance, it is Medically Necessary that the 2021 Thredbo Season Pass Holder not ski or snowboard for the remainder of the 2021 ski season. A copy of the Doctor's medical certificate must be provided to us.
- h. The 2021 Thredbo Season Pass holder must apply to us for a refund (refer to paragraph 1 p. below for contact details) as soon as is reasonably practical after the occurrence of the Injury or the onset of the Medical Circumstance or Relocation.
- i. The Refund Protection amount is calculated off the number of days scanned on the 2021 Thredbo Season Pass purchased:
 - i. Zero Days Scanned – 100%
 - ii. 1 Day Scanned – 92%
 - iii. 2 Days Scanned – 83%
 - iv. 3 Days Scanned – 75%
 - v. 4 Days Scanned – 67%
 - vi. 5 Days Scanned – 58%
 - vii. 6 Days Scanned – 50%
 - viii. 7 Days Scanned – 42%
 - ix. 8 Days Scanned – 33%
 - x. 9 Days Scanned – 25%
 - xi. 10 Days Scanned – 17%
 - xii. 11 Days Scanned – 8%
 - xiii. 12 or more Days Scanned – No Refund
- j. 2021 Thredbo Season Passes will be deactivated and cannot be reactivated for the relevant year once a refund has been provided. Where a refund of a 2021 Thredbo Season Pass is made in accordance with these terms and conditions, the 2021 Thredbo Season Pass holder will be considered to remain in the Thredbo Season Pass program and eligible to buy a Thredbo Season Pass in future years.
- k. Refund Protection coverage is not payable in any circumstances resulting in whole or in part from:
 - 1. The 2021 Thredbo Season Pass holder engaging in or attempting to engage in unlawful conduct;
 - 2. Business interruption to or closure of all or part of the Resort due to circumstances beyond our control including relating to any Safety Measures (subject to paragraph l. below);
 - 3. Elective or cosmetic surgery;
 - 4. Injury or Medical Circumstance arising from alcohol or drug abuse;
 - 5. Violation of any of these Terms and Conditions;
 - 6. Violation of "The Alpine Responsibility Code"; or
 - 7. Lack of snow.
- l. Refund Protection does not exclude and is in addition to any refund rights you have under the Australian Consumer Law or under our COVID-19 Cancellation Policy.
- m. Refund Protection will begin at the time of purchase of the 2021 Thredbo Season Pass.
- n. Refund Protection coverage ends at:
 - 1. 11:59:59 p.m. on Monday 4 October 2021; or
 - 2. The date when a refund made in accordance with these terms and conditions is finally processed.
- o. Definitions;
 - 1. **2021 Ski Season** – means the period starting on 12 June 2021 and ending on 4 October 2021.
 - 2. **Days Scanned** – means a minimum of one (1) access scan per day during the 2021 Winter Ski season
 - 3. **Doctor** - means an independent licensed medical practitioner within the scope of his or her license who is not the Season Pass Holder and who is not a person who is related to the Season Pass Holder by blood, marriage or defacto living arrangement.
 - 4. **Injury** – means physical injury which is sustained as a direct result of an unintended, unanticipated accident that occurs while the 2021 Thredbo Season Pass holder's coverage under Refund Protection is in force. Injury will also include circumstances where an Injury occurs to a dependent person where the 2021 Thredbo Season Pass holder must provide primary care for that dependent person.

5. **Medical Circumstance** means an illness or disease that requires treatment by a Doctor, or pregnancy or a relocation which is Medically Necessary.
6. **Medically Necessary** - means the Doctor's recommendation is consistent with the symptoms, diagnosis and treatment of the 2021 Thredbo Season Pass holder's condition; is appropriate with regard to standards of good medical practice; and is not primarily for the convenience of the 2021 Thredbo Season Pass holder.
7. **Relocation** means verifiable, international relocation of the 2021 Thredbo Season Pass holder. It is the responsibility of pass holder making the application to substantiate the Relocation to our reasonable satisfaction.
8. **2021 Thredbo Season Pass or Pass** means a pass for the 2021 Thredbo Season Pass purchased by or in the name of an individual, from us or through an authorised reseller.
9. **Skiing/Ski** - means alpine skiing, telemark skiing or snowboarding.

p. Refund requests may be made in person or email to us as follows.

1. If in person, the refund request must be made at a Thredbo Guest Services Office. Office hours are generally 8:00 a.m. through 5:00 p.m. daily during the ski season.
2. By email to: guestservices_thredbo@evt.com
3. Refund requests made after 4 October 2021 will not be accepted.

q. All refund requests will be assessed by us with regard to the fair and reasonable application of these terms and conditions, however all decisions made by us will be final and binding and no correspondence will be entered into. The pass holder must provide such further information or supporting documentation as we may deem necessary to assess a refund request.

2. We collect, store, handle and use your personal information in accordance with our Privacy Policy available at: www.thredbo.com.au/privacy-policy/
3. These Terms and Conditions (in conjunction with any other notice or sign that we may from time to time publish or display relating to Refund Protection) comprise the entire agreement between you and us in relation to its subject matter and supersede any prior agreement or understanding on anything connected with its subject matter.
4. These Terms and Conditions are governed by the laws of New South Wales, Australia. You irrevocably submit to the exclusive jurisdiction of the courts of New South Wales, Australia.

IF YOU BREACH ANY OF THESE TERMS AND CONDITIONS WE MAY REQUIRE YOU TO FORFEIT YOUR LIFT AND RESORT ACCESS, IN WHICH CASE YOU WILL LOSE ALL PRIVILEGES ASSOCIATED WITH YOUR SEASON LIFT PASS.