

# SNOWSPORTS LESSONS – CONDITIONS OF ACCESS



In addition to the Contract of Season Lift and Resort Access, participants in Snow Sports Lesson programs are bound to the below conditions:

## RISK WARNING

**The activities 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 the participant's actions but also from the action, omission or negligence of others. "Activities" means the preparation for, participation in and instruction in recreational alpine activities including but not limited to: alpine, nordic and freestyle skiing, snowboarding, riding on chairlifts, t-bars and other lift devices (rope tows, magic carpets etc).**

## This product:

- Entitles the participant to access Thredbo Snow Sports School lessons for the duration of the period specified to you or selected by you on purchase of the Sports Lesson access;
- Remains the property of Kosciuszko Thredbo Pty Ltd ('KT') at all times and must not be resold, transferred or altered in any way – and a breach of this condition will result in the confiscation of the pass;
- Will not be refunded if any facilities are not operating for any reason or if any portion of the lesson or program is unused;
- Will not be refunded or transferred for failure to arrive at the selected lesson start time prior to lesson departure;
- Expired and unused lessons are non-refundable and cannot be transferred to another date, person or season;
- No cancellation can be made on private lessons within 24 hours of the selected lesson start time;
- Does not entitle you to provide or receive ski or snowboard instruction except where provided by KT, its employees or agents;
- May be cancelled at any time KT considers appropriate to protect its staff, customers, property and equipment, or if KT considers that the participant's actions or behaviour are disrupting or negatively impacting the Thredbo Snow Sports Lessons. Where you are the parent or guardian of a child participant you must collect your child within 15 minutes of notification of cancellation; and
- The participant must have valid lift access assigned for the duration of the lesson or program.

## MEDICAL RELEASE FROM PARENTS AND GUARDIANS OF CHILD PARTICIPANTS

- I authorise KT and its employees and agents to arrange for medical attention of my child or to transfer my child to the Thredbo Medical Centre or to a hospital if, in the opinion of that person, medical attention is needed or is likely to be needed for my child. I am aware that the practice of medicine in a surgery is not an exact science and I acknowledge that no guarantees have been made to me as to the result of treatment or examination at the Thredbo Medical Centre.
- I agree that on transporting my child to any hospital or medical facility KT shall have no further responsibility, for, or in respect of, my child.
- I agree to pay all costs associated with such medical care or attention and for related transportation for my child and I agree to indemnify and to keep indemnified KT for and in respect of any such costs incurred.
- I further authorise KT and its employees and agents to render any necessary or emergency medical care or attention to my child if considered necessary by a medical practitioner employed at the Thredbo Medical Centre.

## PUBLICITY RELEASE

## SNOWSPORTS LESSONS – CONDITIONS OF ACCESS



I hereby unconditionally consent and authorise KT to use any and all audio, audio visual, and/or photographic recording of me / my Child relating to Snow Sports Lesson programs (unless otherwise specified by the parent/guardian).

### PRIVACY STATEMENT

KT collects the personal information requested on this form to enable the efficient provision of the goods and/or services that are requested or required by its customers and to facilitate the administrative functions associated with the provision of the goods and/or services. It is possible for you to gain access to this personal information held by KT by writing to the Privacy Officer, Kosciuszko Thredbo Pty Ltd, PO Box 80, Thredbo Village NSW 2625.

### THREDBO SEASONAL PROGRAM PROTECTION

1. Thredbo 2021 Seasonal Program 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 Seasonal Program from us for the 2021 ski season is covered by Refund Protection.
  - b. Refund Protection only applies to a Thredbo Seasonal Program 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 Seasonal Program.
  - g. With respect to an Injury or Medical Circumstance affecting the 2021 Thredbo Seasonal Program participant, 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 Seasonal Program participant 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 Seasonal Program participant 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 will be:
    - i. Calculated on a pro Rata basis, based off the purchase price minus the daily rate of the days participated in the Thredbo Snow Sports Seasonal Program.
    - ii. No refund will be issued for part day attendance, irrespective of what time the injury occurred.
    - iii. Refund will not exceed the purchase price
  - j. 2021 Thredbo Seasonal Program will not be reinstated once a refund has been provided.
  - k. Refund Protection coverage is not payable in any circumstances resulting in whole or in part from:
    1. The 2021 Thredbo Seasonal Program participant 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;

## SNOWSPORTS LESSONS – CONDITIONS OF ACCESS



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 Seasonal Program participant'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 Seasonal Program participant or guardian of the Thredbo Seasonal Program participant 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 Seasonal Program participant's condition; is appropriate with regard to standards of good medical practice; and is not primarily for the convenience of the 2021 Thredbo Seasonal Program participant.
    7. **Relocation** means verifiable, international relocation of the 2021 Thredbo Seasonal Program participant. It is the responsibility of program participant or guardian of the program participant making the application to substantiate the Relocation to our reasonable satisfaction.
    8. **2021 Thredbo Seasonal Program** means a snow sports lesson program for the 2021 Thredbo Season 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](mailto: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 program participant 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/](http://www.thredbo.com.au/privacy-policy/)

## SNOWSPORTS LESSONS – CONDITIONS OF ACCESS



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.