

# CONTRACT FOR 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 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) is not permitted within the Resort boundary. Tobogganing and general snow-play is 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 lift pass:**

1. Your lift pass:
  - a. Is valid only for the period of usage specified to or selected by you when purchased.
  - 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; and
    - ii. is valid for use by the assigned pass holder only and cannot be transferred to any other person.Any breach of these conditions will result in the cancellation of the lift pass and may invoke police action. Where we have reason to believe that a 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.
  - 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. Will not be refunded in whole or part if:
    - i. you do not comply with these Terms and Conditions and your lift pass is cancelled as a result;
    - ii. any 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, except as described in our COVID-19 Safety Policy.
  - 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 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.

**Product Amendments:**

1. Where Thredbo Flexibility Insurance is purchased for \$10.00 in conjunction with your lift pass and you request an amendment to the product type, duration, start date or person associated (provided the change is to a product of equal or greater value):
  - a. Your lift pass can be amended without incurring any additional fees and you will retain the benefit of any discount received through advance purchasing.
  - b. Where amended to a different pricing season, may require additional payment or MyMoney credit, due to the best available rate for the amended date being higher or lower.
2. Where Thredbo Flexibility Insurance is not purchased in conjunction with your lift pass and you request an amendment to the product type, duration, start date (provided the change is to a product of equal or greater value):
  - a. Your lift pass can be amended upon payment of the required fee. The amendment fee is \$20.00 per change request per person. Amendments may also incur loss of advanced purchase discounts;
  - b. Where amended to a different pricing season, may require additional payment or MyMoney credit, due to the best available rate for the amended date being higher or lower.
  - c. Change of person is not available when Thredbo Flexibility Insurance is not purchased.

**COVID-19 SAFETY POLICY:**

1. You acknowledge that COVID-19 is a highly contagious virus and that we are required to comply with 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 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](mailto:guestservices_thredbo@evt.com). If you suffer an illness with symptoms that are consistent with a possible COVID-19 diagnosis, please contact Thredbo Guest Services should you wish to seek a MyMoney Credit for your lift pass purchased in accordance with section 5 below;
  - c. You acknowledge that the Safety Measures may limit the capacity of lifts and may lead to delays in accessing and using the lifts; and
  - d. To regularly monitor and check the then applicable Safety Measures in place at the Resort, as listed at: <https://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. In the event we need to close the Resort in response to COVID-19 or by direction of a public health officer, law enforcement officer or other authority, or if you are unable to use your lift pass because you suffer an illness with symptoms that are consistent with a possible COVID-19 diagnosis and you contact us as described in clause 4(b) above, you will be entitled to a MyMoney Credit on the unused portion of your lift pass. The unused portion is defined as:
  - a. On date of closure you are entitled to a MyMoney credit of:
    - i. Unused - 100%
    - ii. 1 lift use - 75%
    - iii. 2 lift uses - 50%
    - iv. 3 lift uses - 25%
    - v. 4 lift uses and over - no credit
  - b. In the event of Resort closure, guests will be notified via SMS and email in relation to closure and the timeframe in which MyMoney Credits will be issued. Guests will be directed to return to their accommodation or car until the closure is lifted.
6. 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/board 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.

**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 LIFT PASS.**