Thredbo Vertical Challenge Promotion - 2023

Terms & Conditions of Entry

- 1. Information on how to enter forms part of these conditions of entry. Entry is only open to residents of Australia and whose entry is deemed valid and accepted by Kosciuszko Thredbo ("Eligible Entrants"). Entrants must be over the age of 18 years to enter the promotion.
- 2. The competition commences at 12.01pm (Sydney time) on 11/07/2023 and closes at 11.59pm (Sydney time) on 27/09/2023 ("Promotion Period").
- 3. To enter participants must have skied 5,000 or more vertical meters in Thredbo in a single day and have a MyThredbo Card with a valid email address and mobile phone number on file during the Promotion Period. For details on how to purchase a MyThredbo Card and check / update your details visit thredbo.com.au/mythredbo Entrants will be automatically entered in the draw when they have skied or snowboarded over 5,000 vertical meters or more at Thredbo Resort on one single day as calculated by the pass scanners on each chairlift during the Promotion Period ("Eligible Entry"). If an entry is found to be invalid, the entrant will not be eligible to win the Prize.
- 4. Employees of Thredbo and their immediate family are not eligible to participate.
- 5. No responsibility will be taken by the Promoter for any ineligible or lost entries or entries submitted or received by the Promoter after the closing date. Entries that do not comply with these terms and conditions, are incomplete, or submitted or received by the Promoter after the closing date will be declared void.
- 6. The competition prize draw will take place at the offices of MDSA, Level 16, 1 Denison Street, North Sydney NSW 2060 at 10.00am (Sydney time) on 29/09/2023.
- 7. The winner will be contacted by phone and in writing by email within 2 business days of the draw relying on contact details provided by the entrant, and their name will be published online at Thredbo.com.au/promotions/vertical challenge from 3 October 2023 for a minimum of 30 days.
- 8. The result of the prize draw is final and no correspondence will be entered into.
- 9. There will be one prize awarded to the first eligible entry drawn. The prize includes:

Air Ticket Prize Terms and conditions:

- The Prize for the winner is (2) TWO Air Canada Economy Class return-trip ticket from either Brisbane (BNE) or Sydney (SYD) non-stop to Vancouver (YVR). Value of \$3321pp including tax
- Valid only on Air Canada flight numbers AC34/AC36/AC38/AC33/AC35/AC37 transpacific non-stop sectors.
- Transportation is valid on board Air Canada, Air Canada Rouge, and Air Canada Jazz, scheduled flights only and is subject to availability at time of reservation. Not valid on Star Alliance partners or codeshare services.
- Flight reservation is subject to availability and the following flight blackout dates apply: Travel must be booked by: 31 December, 2023
- Travel must not commence prior to 01December, 2023
- All travel must be completed on or before 30 April, 2024
- Blackout travel period (no travel permitted) from 13 December, 2023 through to 08 January, 2024.
- Maximum Stay: 30 days (all travel must be completed by 30 April, 2024)

- All applicable fees, such as airport/departure taxes, security charges or other third party fees, taxes or charges are the sole responsibility of the bearer of the ticket(s).
- Open-jaw, stop-overs or multi-city itineraries are not permitted
- Ticket is non upgradeable for Premium Economy class or Business Class travel.
- Travel does not qualify for Aeroplan mileage accumulation or for mileage accumulation in any other frequent flyer program.
- No changes permitted to reservations once date of travel is confirmed or ticket has been issued.
- The prize winner and their travelling companion are responsible for any and all costs, expenses and taxes not expressly described herein including, without limitation, applicable local air departure taxes, ground transportation, gratuities, merchandise, telephone calls, personal expenses of any nature for overnight layover, freight, excess baggage, meals and beverages, service charges, in-flight meals, entertainment, and any other expenses, costs incurred to and from the departure point as the prize originates and terminates there, obtaining sufficient personal travel insurance prior to departure, if desired; obtaining and carrying all necessary travel documentation, such as passports and visas and complying with customs immigrations regulations.
- Promotional Travel Pass winners are responsible for fulfilling any visa requirements at their own expense and any other taxation which may arise through F.B.T., etc.
- The prize ticket is non-transferable, non-refundable, not redeemable for cash.
- At certain times of the year, travel may be restricted due to heavy demand on our services. Priority will be given to passengers who have purchased a ticket. Should this occur, Air Canada does not accept responsibility for any loss or damages resulting from any interruption to your travel plans. Denied boarding compensation is not applicable.
- Promotional pass recipients may be held liable to Air Canada for failure to adhere to the restrictions and conditions of travel applicable to their tickets or for the fraudulent use of those tickets.
- Your promotional code may not be distributed or sold, or otherwise used for commercial or personal gain, other than for the purpose for which it is intended. Air Canada reserves the right to modify or cancel this promotional code at our discretion. Any violation of these conditions may be subject to cancellation of the promotional code, of any booking made using this promotional code, and/or to any legal or other recourse available for the recovery of damages suffered or costs, expenses or loss incurred as a result of such prohibited use.
- Use of the airfare tickets are subject to Air Canada's general conditions of carriage publicly available at <u>www.aircanada.com</u>

CMH prize

- 7 nights Bugaboos Heli-Skiing Pkg Twin spaces in BU for Week 17 (13th April 2024). The requested price is AD1: \$11,784.50 (incl. tax) per adult
- Use of lodge facilities such as saunas, hot tubs, etc.
- All meals, snacks, and non-alcoholic beverages.
- Shuttle transportation to and from Vancover airport, only on the designated start and end days of the Bugaboos trip.
- Services of ACMG (Association of Canadian Mountain Guides), and/or IFMGA (International Federation of Mountain Guides Association) certified guides, and guides recognised by HeliCat Canada.

- Use of specially designed Heli-Skis and Snowboards. Poles are also provided. Note: Boots are not provided.
- Training in and use of avalanche transceivers.
- Use of a CMH guest pack including radio, shovel and probe.

10. The prize is valued at AU\$30,211. The maximum retail value of the prize pool is AU\$30,211.

- 11. This prize is valid for use between 13/04/2024 and 30/4/2024. The prize is not redeemable for cash value and is non- transferable. This prize is valid for a 7 Day heli skiing tour for two and specified ground transfers only. Additional ground transportation, parking charges, equipment rentals, food and beverage, filming, insurance and any incidentals are not included. This prize is subject to availability and expires 30/04/2024.
- 12. Travelplan Australia in conjunction with the Promoter, will arrange all elements of the prize. Prize supplier conditions apply.
- 13. The prize winner (& their guest) must be of an intermediate to advanced level of skiing or snowboarding. No provisions will be made for beginner to intermediate level skiers who do not have sufficient skills. Bookable dates are dependent on availability. Once booking has been made, no changes of dates are possible.
- 14. The prize is not transferable or exchangeable or redeemable for cash or any other goods or services. The Promoter accepts no responsibility for any variation in the value, performance, or availability of the prize. The Promoter reserves the right to substitute the advertised prize for a prize of equivalent or greater retail value if, for any reason beyond the Promoter's control, the Promoter is not able to give the prize winner the advertised prize, subject to State regulations. Incidental costs relating to the prize are the responsibility of the winner (& their guest).
- 15. Incidental costs relating to the prize, including but not limited to room service, telephone, in room video, mini bar and meals, passports, visas, insurance and compliance with any health or other Government requirements, are the responsibilities of the winner and their nominated traveling companion. Any transportation to/from the winner's home and their departure airport or the winner's home and the hotel, is the winner's responsibility.
- 16. If the prize is not taken by the specified validity date the prize will become void and the Promoter will be under no obligation to extend the time by which the trip or accommodation can be taken nor to provide the prize winner with any alternative prize or compensation of any kind.
- 17. If for any reason the winner does not take an element of the prize, and on the conditions stipulated by the Promoter (and those of any prize supplier), then that element of the prize will be forfeited and cash will not be awarded in lieu of that element of the prize. The Promoter makes no representation as to the safety, conditions or other issues that may exist at any destination. International travel advice can be obtained from various sources, including government, local consular offices and the web site of the Australian Department of Foreign Affairs and Trade.
- 18. The Promoter reserves the right to conduct a redraw in the event of the winner not claiming the Prize. If the Prize remains unclaimed or forfeited through ineligibility or otherwise, the Promoter will conduct a further draw, as required, at the same time and place as the original draw on 04/11/2023. The redrawn winner, if any, will be contacted by phone and in writing by email within 2 business days of the draw relying on contact details provided by the entrant, and their name will be published online at

Thredbo.com.au/promotions/verticalchallenge from 3 November 2023 for a minimum of 30 days.

- 19. The Promoter, other entities associated with this competition and their related bodies corporate, and each of their officers, employees and agents shall not be liable for and shall be held harmless in respect of any loss, damage, or injury whatsoever which is suffered (including but not limited to direct or consequential loss) or sustained, as a result of or arising from the winner's acceptance and use of the prize, except to the extent that any such liability cannot be excluded by law.
- 20. Entry details remain the property of the Promoter. Acceptance of the prize is deemed to be acceptance by the winner of these terms and conditions and approval to use the winner's name and photograph for publicity purposes, unless specifically requested by the winner not to do so at the time of accepting the prize.
- 21. If the competition does not run for its duration due to, but not limited to, computer viruses, tampering, unauthorized intervention, fraud, technical failures or any other cause beyond the Promoter's control that corrupts or affects administration, security, fairness or proper conduct of the competition, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the competition or disqualify any individual who tampers with the entry process subject to approval by regulatory authorities. The Promoter will not be responsible for: a) Malfunction, delay or traffic congestion on any telephone network or line, computer on-line system, servers or providers, computer equipment, software, or website; b) Failure of any entry to be received by the Promoter as a result of those matters; nor c) Any injury or damage to entrants or any other person related to or resulting from participation in the competition or downloading any materials relating to the competition.
- 22. The Promoter is Kosciuszko Thredbo Pty Ltd (ABN 95 000 139 015), Friday Drive, Thredbo, NSW 2625, telephone number (02) 6459 4100.
- 23. Authorised under NSW Permit No. NTP/07147, ACT TP23/01278 & SA Licence No. T23/988.