

CONTRACT FOR SNOWSPORTS LESSONS - 2026

SEASONAL PROGRAMS

RISK WARNING:

RECREATIONAL ACTIVITIES (INCLUDING SKIING, SNOWBOARDING, USING LIFTS, ALPINE COASTER, MOUNTAIN BIKING AND TO A LESSER 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' or 'Thredbo').

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 the Alpine Responsibility Code (as set out below, and as may be 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 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.
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. 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) not set out in these Terms and Conditions of Use are excluded.
6. We are not liable to you (on any basis) for any indirect or consequential loss or damage to you.
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.

Thredbo Seasonal Programs:

1. Validity and Use

- a. Entitles the participant to access Thredbo Snowsports School lessons for the duration of the period specified to you or selected by you on purchase of the Snowsport Lesson access. It must be used solely by the named pass holder and only on the dates for which it was validly purchased.
- b. The age category assigned to the snowsports lesson or program (e.g. child, youth, adult, senior) must accurately reflect the pass holder's age as at the first date of product usage.
- c. The pass remains our property at all times and:
 - i. must not be resold or altered in any way;
 - ii. is valid only for the assigned pass holder and cannot be transferred to another person.

Any breach of these conditions will result in the cancellation of the lesson or program and may invoke police action.

Where we have reason to believe that a lift pass has been transferred to another person, or eligibility for an age category has been misrepresented, 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.

2. Verification Requirements

- a. You must carry your lift pass at all times and present it upon request by our staff at lift access points.
- b. If asked, you must also provide photo ID to confirm you are the valid pass holder.

3. Refunds

Subject to any refund rights you have under the Australian Consumer Law, you will not be refunded in whole or in part if:

- a. you do not comply with these terms and conditions and your lift pass is cancelled as a result;
- b. 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;
- c. any portion of the snowsports lesson or program remains unused.

4. Behaviour and Conduct

Thredbo maintains a zero-tolerance policy for unsafe, unacceptable or unlawful behaviour. Your snowsports lesson or program may be cancelled at any time if:

- a. you fail to comply with these terms and conditions or the Alpine Responsibility Code;
- b. 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, threats, harassment or any form of aggression toward staff or other guests;
- c. you have engaged or attempted to engage in any unlawful conduct;

6. Concussion

Thredbo takes concussion seriously to protect the welfare of both our lift pass holders and our staff. If:

- a. you are involved in an incident where there is potential for concussion. In such cases, a doctor's certificate or suitable medical clearance is required to reactivate your snowsports lesson or program.

7. Helmet Requirement

- a. Helmets are required for any Thredbo Snowsports lesson participant aged 14 years and under.
- b. Helmets are strongly recommended for Thredbo Snowsports lesson participants aged 15 years and over.

8. Flaik GPS Tags – Thredboland

- a. This season we are pleased to offer participants in our Thredboland program the use of GPS based alpine tracking devices known as Flaik Tags. Please refer to www.thredbo.com.au/ski-snowboard-lessons/thredboland-kids-ski-program/ to review our frequently asked questions relating to the optional use of Flaik Tags.

9. Where your Seasonal Program includes access to the Leisure Centre Zero Gravity Trampoline Facility (Thredbo Mountain Academy), you agree that:

- a. you are medically fit (including physically and mentally) to participate in the session/program within the Zero Gravity Facility and that you have not been advised otherwise by a medical practitioner;
- b. you will inspect the trampoline area and all fixtures, fittings, equipment, goods, apparatus or other things supplied, provided or used in or related to the Zero Gravity trampoline facility and agree that you will not participate unless you are completely satisfied with the adequacy and condition of the trampoline area;
- c. you will abide by the rules and conditions of the Zero Gravity trampoline & Leisure Centre facility including those in any literature or verbal or written instructions.
- d. by your participation in & access to the Zero Gravity Facility, you acknowledge and agree that performing aerial manoeuvres and specifically, inverted aerial maneuvers or off axis rotations is inherently dangerous and carries a high risk of serious personal injury, illness, permanent disability and/or death which may or will result in severe economic and/or property loss and damage and you fully recognise and accept those risks.

MyThredbo Cards:

1. A MyThredbo Card is required for all Thredbo lift, lesson and rental products.
2. If your MyThredbo Card:
 - a. is damaged and no longer grants you access to Thredbo Facilities, a replacement MyThredbo Card will be issued to you upon request subject to payment by you of \$5.00; or

- b. 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 by us if an unauthorised person is found to be using it prior to you reporting it lost or stolen.

Photo Requirement:

1. A current photo is required to be uploaded to your profile at the start of each season.
2. Where a photo is not uploaded, your purchased product/s will be suspended until your photo is provided.
 - a. To update your photo please go to shop.thredbo.com.au
 - i. To update your photo, visit shop.thredbo.com.au, sign in, and select *My Account*.
 - ii. Once your photo is updated, the suspension on your product(s) will be lifted.

Product Amendments:

1. Product amendments may be made to the product type, duration and start date, provided the change is to a product of equal or greater value, and the request is made up to 4.00pm the day prior to the selected product start date:
 - a. The value of your product requiring amendment is credited to your account via a MyMoney Credit to be used to repurchase the correct product at the best available rate via the Thredbo Online Shop.
 - b. Where amended to a different pricing season, duration or product type, may require additional payment due to the best available rate for the amended date being higher.
 - c. Where amended product is lower than the original purchase amount, no refund is provided for the difference in price. MyMoney Credits do not expire and can be used on future purchases.
 - d. Product amendment requests may be made via phone or email as follows:
 - i. By email: guestservices_thredbo@evt.com
 - ii. By phone: 1300 020 589. Sales Support office hours are generally 8.00am to 5.00pm during the winter season.
 - e. Change requests made inside 4.00pm the day prior to the selected product start date are not accepted.
 - f. Change of person is not accepted.

Medical release from parents and guardians of child participants:

1. You authorise us and its employees and agents to arrange for medical attention of your child or to transfer your 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 your child. You are aware that the practice of medicine in a surgery is not an exact science and you acknowledge that no guarantees have been made to you as to the result of treatment or examination at the Thredbo Medical Centre.
2. You agree that on transporting your child to any hospital or medical facility we will shall have no further responsibility, for, or in respect of, your child.
3. You agree to pay all costs associated with such medical care or attention and for related transportation for your child..
4. You further authorise us and our employees and agents to render any necessary or emergency medical care or attention to your child if considered necessary by a medical practitioner employed at the Thredbo Medical Centre.

Thredbo Seasonal Program Payment Plan

By selecting the Thredbo Seasonal Program Payment Plan you acknowledge that you agree with and will abide by the following terms and conditions.

1. All access and benefits associated with the Thredbo Seasonal Program are not valid until the Final Payment has been made.
2. Your Thredbo Seasonal Program deposit of \$49 paid is:
 - a. for your personal use only and is non-transferable to any other person; and
 - b. non-refundable or transferable to another product or year.
3. To obtain the Thredbo Seasonal Program Payment Plan, your credit card must be stored on file.
4. If you do not wish to have your credit card stored on file, you are not entitled to the Thredbo Seasonal Program Payment Plan.
5. Thredbo MyMoney cannot be used for the deposit of the Thredbo Seasonal Program Payment Plan. Where MyMoney is to be applied to the payment of the Thredbo Seasonal Program, you must select the full priced option and pay in full in one transaction.
6. You agree to the payment schedule set out below:

Type	Price	Deposit Paid	Final Payment Due 26 May
Little Rippers	\$1749.00	\$49.00	\$1700.00
Shred Crew	\$1749.00	\$49.00	\$1700.00
Development Squad – 45 Day	\$5299.00	\$49.00	\$5250.00
Development Squad – 30 Day	\$4349.00	\$49.00	\$4300.00
Development Squad – 24 Day	\$3659.00	\$49.00	\$3610.00
Development Squad – 19 Day	\$3129.00	\$49.00	\$3080.00
Development Squad – 13 Day	\$2749.00	\$49.00	\$2700.00
Mountain Academy – 57 Day	\$6999.00	\$49.00	\$6950.00

Mountain Academy – 45 Day	\$5799.00	\$49.00	\$5750.00
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7. The remaining balance of the Thredbo Seasonal Program will be automatically deducted from your credit card on file on the following schedule:
 - a. Final Payment on 26 May 2026
 - i. Failure to make the Final Payment by 26 May 2026 will result in the forfeit of the deposit paid and part of the First Balance Payment to the maximum value of \$49 per pass and cancellation of the Thredbo Seasonal Program.
8. If you wish to make your Final Payment prior to 5 May 2026, please contact Thredbo Guest Services on 1300 020 589 or email guestservices_thredbo@evt.com
9. To cancel the Thredbo Seasonal Program Payment Plan, refer to Thredbo Seasonal Program Protection terms listed below.
10. Any exceptions to the Thredbo Seasonal Program Payment Plan terms and conditions are at the discretion of Kosciuszko Thredbo Pty Limited.

Thredbo Seasonal Program Protection

1. Thredbo 2026 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 2026 Thredbo Seasonal Program from us for the 2026 Winter Season is covered by Refund Protection.
 - b. Refund Protection only applies to the 2026 Thredbo Seasonal Program purchased.
 - c. Refund Protection only provides for a refund due to Season Ending 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 2026 Thredbo Seasonal Program, then in accordance with the terms and conditions relating to an On Mountain Injury Credit and Pre Arrival Injury Credit the MyMoney amount will not be refunded. Any MyMoney Credit minus the Refund Protection Amount per paragraph 1 i. below will be credited to the guest's MyThredbo profile as a MyMoney Credit.
 - f. The maximum refund amount of Refund Protection shall not exceed the full purchase price for the 2026 Thredbo Seasonal Program.
 - g. With respect to an Injury or Medical Circumstance affecting the 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 Seasonal Program Participant not ski or snowboard for the remainder of the enrolled 2026 Thredbo Winter Season. A copy of the Doctor's medical certificate must be provided to us.
 - h. The Seasonal Program Participant must apply to us for a refund (refer to paragraph 1 q. 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 calculated on a pro rata basis, based off the purchase price minus the daily rate of the Days Participated any amount forfeited under the Thredbo Seasonal Program Payment Plan terms and conditions specified above to a maximum value of \$49 per seasonal program ('Forfeited Amount').
 - j. 2026 Thredbo Seasonal Program or associated benefits included 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 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;
 5. Violation of any of these Terms and Conditions;
 6. Violation of the Alpine Responsibility Code; or
 7. Any particular amount of snow.
 - l. Refund Protection does not exclude and is in addition to any refund rights you have under the Australian Consumer Law.
 - m. Refund Protection will begin at the time of purchase of the 2026 Thredbo Seasonal Program.
 - n. Refund Protection claims will not be accepted more than 14 days after the injury date.
 - o. Refund Protection coverage ends on the earlier of:
 1. 11:59:59 p.m. on Sunday 13 September 2026; or
 2. the date when a refund made in accordance with these terms and conditions is finally processed.
 - p. Definitions;
 1. **2026 Winter Season** means the period starting on 6 June 2026 and ending on 5 October 2026.
 2. **Days Participated** means the days the Participant attended the 2026 Thredbo Seasonal Program. Attendance is classified as full or part day participation.

3. **Doctor** means an independent licensed medical practitioner within the scope of his or her license who is not the Participant and who is not a person who is related to the Participant by blood, marriage or defacto living arrangement.
 4. **Season Ending** means the Injury, Medical Circumstance or Relocation prohibits the Seasonal Program Participant from Skiing or Snowboarding for the remainder of the 2026 Winter Season.
 5. **Injury** means physical injury which is sustained as a direct result of an unintended, unanticipated accident that occurs while the Seasonal Program Participant coverage under Refund Protection is in force. Injury will also include circumstances where an Injury occurs to a dependent person where the Seasonal Program Participant must provide primary care for that dependent person.
 6. **Medical Circumstance** means an illness or disease that requires treatment by a Doctor, or pregnancy or a relocation which is Medically Necessary.
 7. **Medically Necessary** means the Doctor's recommendation is consistent with the symptoms, diagnosis and treatment of the Seasonal Program Participant's condition, is appropriate with regard to standards of good medical practice and is not primarily for the convenience of the Seasonal Program Participant.
 8. **Seasonal Program Participant** means the person who has been assigned the 2026 Thredbo Seasonal Program at the time of purchase.
 9. **Relocation** means verifiable, international relocation of the Seasonal Program Participant. It is the responsibility of the Seasonal Program Participant or the Seasonal Program Participant's legal guardian making the application to substantiate the Relocation to our reasonable satisfaction.
 10. **2026 Thredbo Seasonal Program** means a Snowsports Seasonal Program for the 2026 Winter Season purchased by or in the name of the Participant, from us or through an authorised reseller
 11. **Skiing/Ski** - means alpine skiing, telemark skiing or snowboarding.
- q. 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 2026 Winter Season.
 2. By email to: guestservices_thredbo@evt.com.
 3. Refund requests made after 13 September 2026 will not be accepted.
- b. All refund requests will be assessed by us with regard to the fair and reasonable application of these Terms and Conditions. The Seasonal Program Participant must provide such further information or supporting documentation as is reasonably necessary for us to assess a refund request.
2. 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.
 3. 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.

SEVERE WEATHER POLICY:

Please refer to <https://www.thredbo.com.au/terms-conditions/> for terms and conditions in relation to Thredbo's severe weather policy.

THREDBO CANCELLATION POLICY:

Please refer to <https://www.thredbo.com.au/terms-conditions/> for terms and conditions in relation to cancelling a Thredbo product or service.

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. You must 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.

If you are found to have acted in a Dangerous Manner or to be in a closed area, your Pass may be suspended or cancelled by us as outlined below:

Season Pass

- First Instance: Season Pass is Suspended for a period of 7 consecutive days.

- Second Instance: Season Pass is Suspended for a period of 30 consecutive days.
- Third Instance: Cancellation of Season Pass. Pass Holder is Suspended from using Thredbo Lifts for the remainder of the winter season.

Date-Based Lift Pass

- First Instance: Cancellation of remaining validity of Date-Based Lift Pass. Pass Holder is Suspended from using and receiving the benefits of the Pass for a period of 7 consecutive days.
- Second Instance: Cancellation of remaining validity of Date-based Lift Pass. Pass Holder is Suspended from using and receiving the benefits of the Pass for a period of 30 consecutive days.
- Third Instance: Cancellation of remaining validity of the Date Based Lift Pass. Pass Holder is Suspended from using and receiving the benefits of the Pass for the remainder of the winter season.

Terms used in this Alpine Responsibility Code have the following meanings:

Cancellation means the applicable Pass assigned to the Pass Holder is cancelled with no refund or transfer of unused days;

Closed Area means any area that we have restricted access to from time to time;

Dangerous Manner means a failure to observe and adhere to the Alpine Responsibility Code, as amended by us from time to time;

Pass means either:

- (a) a **Date-Based Lift Pass** (being a lift pass for a specified date and duration during the 2026 winter season); or
 - (b) a **Season Pass** (being a lift pass for the whole of the 2026 winter season),
- purchased by or for the Pass Holder;

Pass Holder means the person using and assigned to the applicable Pass; and

Suspended means the Pass Holder is unable to use and receive the benefits of a Pass.

THREDBO DRONE POLICY:

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.

PUBLICITY RELEASE

You consent and authorise us to use any and all audio, audio visual, and/or photographic recording of you/ your Child relating to Thredbo Snowsports Lessons (unless otherwise specified). If you do not consent to the use of audio, audio visual, and/or photographic recording of you / your Child, please contact guestservices_thredbo@evt.com.

THIRD PARTY PHOTOGRAPHY RELEASE

You acknowledge and consent to authorised third-party providers engaged by Thredbo Resort capturing audio, audio visual, and/or photographic recordings of you / your Child within Thredbo Resort. Such recordings may be used by Thredbo and its authorised providers for promotional, marketing, and/or operational purposes. If you do not consent to the use of audio, audio visual, and/or photographic recordings of you / your Child by these authorised third-party providers, please contact guestservices_thredbo@evt.com.

FORCE MAJEURE:

To the extent permitted by law, and subject to Thredbo's Cancellation Policy, we will not be liable to you for any loss or damage (whether direct or consequential), nor be in default under these Terms and Conditions, for failure to observe or perform any of our obligations under these Terms and Conditions for any reason or cause which could not, with reasonable diligence, be controlled or prevented. These reasons or causes include any act of God, strike, lockout or other industrial disturbance or labour difficulty, act of public enemy, war (whether declared or not), blockade, revolution, riot, insurrection, civil commotion, pandemic, epidemic, outbreaks of infectious disease or any other public health crisis or any governmental orders or measures imposed to address such public health crisis, including quarantine or any other social restrictions, lightning, storm, flood, fire, earthquake or any other natural disaster or extreme weather condition, explosion, any action, inaction, demand, order, restraint, restriction, change in law, requirement, prevention, frustration or hindrance by or of any person, government or competent authority, embargoes, unavailability of any essential equipment, chemicals or other materials, unavoidable accident, lack of transportation and any other cause whether specifically referred to above or otherwise which is not within our reasonable control.

PRIVACY STATEMENT

We collect, store and use the personal information which you provide to us in accordance with our Privacy Policy available at <https://www.thredbo.com.au/privacy-policy/>

IF YOU BREACH ANY OF THESE TERMS AND CONDITIONS WE MAY REQUIRE YOU TO FORFEIT YOUR SEASONAL PROGRAM, IN WHICH CASE YOU WILL LOSE ALL PRIVILEGES ASSOCIATED.