

CONTRACT FOR 4WD TOURS – 2025/26

(DEFENDER OFF-ROAD ADVENTURES)

RISK WARNING:

RECREATIONAL ACTIVITIES (INCLUDING 4WD TOURS) 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 purchasing or taking part in a 4WD Tour, 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 including 4WD Tours 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 direction provided by our trained guides and conduct yourself in a safe, responsible and controlled manner at all times.
2. You must provide proof of a valid full driver's licence prior to departure. Probationary drivers not permitted.
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 recreational activities such as these 4WD Tours 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 4WD Tours), 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.

Your responsibilities for driving on 4WD Tours:

1. You acknowledge and accept that you:

- a. Are over the age of 25 at the time of your 4WD Tour;
 - b. Hold a valid and current driver's license which legally authorises you to drive an automatic 4WD vehicle;
 - c. Hold a drivers' license which is not suspended or disqualified;
 - d. Agree to observe and follow instructions and directions provided by your 4WD Tour guide;
 - e. Are aware you will be travelling over unsealed, rough, and corrugated roads; and
 - f. Will follow our instructions and advice and all Resort signposts and a failure to do so will be considered negligence and will breach these terms.
2. You acknowledge, agree, and accept that you are at all times fully responsible and liable for the following in relation to a 4WD Tour:
 - a. The immediate reporting of any incident to a Thredbo staff member, police or local authority involving damage or loss to any property, vehicle, or person;
 - b. Loss or damage to your personal belongings and equipment;
 - c. All costs due to fines and penalties incurred by you as driver of the vehicle at the time;
 - d. All cost incurred for medical care or medical evacuation;
 - e. Any loss or damage as a result of you providing incorrect or fraudulent information;
 - f. The cost of towing, repair, or replacement of the vehicle in which you were driving as a result of what is deemed by a Thredbo staff member as negligent driving or reckless behaviour;
 - g. Damage to the vehicle as a result of standing, sitting or placement of heavy items;
 - h. Damage to the vehicle and/or any property as a result of driving under the influence of alcohol or drugs;
 - i. Damage to the vehicle beyond fair wear and tear, inclusive of windscreen, under body, panels, and bar work;
 - j. Damage to the vehicle whilst being towed without following instructions and/or adhering to safety precautions;
 - k. Damage to the vehicle whilst in the process of recovery due to not following the instructions of a Thredbo staff member, and/or safety procedures; and
 - l. Damage to the vehicle caused by refuelling the vehicle with incorrect fuel.
3. You acknowledge, agree and accept that in the event of any damage caused to the vehicle under clauses 2(f) – 2(l) above you are:
 - a. Liable to pay us an insurance excess fee up to the amount of \$1000.00; and
 - b. Required to complete a Zurich Insurance Form and a Jaguar Land Rover incident form.

4WD Tour Cancellation Policy:

1. We reserve the right to cancel a 4WD Tour at any time.
2. This may be due to but not limited to any of the following:
 - a. Inclement weather: High rainfall, Lightning and forecast storms;
 - b. Extreme weather conditions: fire, rain, hail or snow;
 - c. Poor road conditions;
 - d. Poor air quality; or
 - e. Medical incident
3. In the event that a 4WD Tour is cancelled prior to the commencement date, a full refund will be issued. No refund will be issued if the 4WD Tour is cancelled or the goal of the drive is not met during the activity.
4. Your 4WD Tour may be cancelled by us at any time:
 - a. if you fail to adhere to these Terms and Condition; or
 - b. if 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; or
 - c. if you have engaged or attempted to engage in any unlawful conduct; or
 - d. If you have been involved in an incident where there is the potential for concussion. You are required to provide a doctor's certificate or suitable medical clearance to take part in the 4WD Tour.

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 two days 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.

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.

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 a 4WD Tour (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.

PERSONAL INFORMATION SHARE WITH JAGUAR LAND ROVER

By participating in Thredbo 4wd Tours (Defender Off-Road Adventures), you have the option to agree to share your personal information with Jaguar Land Rover for marketing or promotional purposes. Personal information includes Name and Email. You can opt in to sharing your personal information by selecting "Yes" in the Personal Information Share question in the purchase process via the Thredbo Online Shop. Information shared with Jaguar Land Rover is done so via a secure platform and is governed by the Jaguar Land Rover Privacy Policy available at <https://www.landrover.com.au/privacy-policy.html>

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 4WD TOUR, IN WHICH CASE YOU WILL LOSE ALL PRIVILEGES ASSOCIATED WITH THE TOUR.