

CONTRACT FOR MTB CLINICS AND PROGRAMS - 2026

RISK WARNING:

RECREATIONAL ACTIVITIES (INCLUDING 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.

MTB Clinics and Programs:

1. Validity and Use

- a. Your MTB Clinic or Program is valid only for the period specified or selected at the time of purchase.
- b. It must be used solely by the named pass holder and only on the dates for which it was validly purchased.
- c. The age category assigned to the MTB Clinic or Program (e.g. child, youth, adult, senior) must accurately reflect the attending persons age as at the first date of product usage.
- d. Valid MTB lift pass is required for MTB Clinics and Programs.
 - i. Intro to MTB Clinic excluded
- e. 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 MTB Clinic and associated lift pass 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

1. You must carry your lift pass at all times and present it upon request by our staff at lift access points.
2. 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 pass remains unused.

4. Instruction Restrictions

- a. Does not entitle you to provide or receive mountain biking instruction except where provided by us, our employees or agents;
- b. Clinics with one participant may be merged with another clinic of the same type. EG; MTB Fundamentals 5 to 12 Years with one participant may be merged with MTB Fundamentals 13 Years and Over.

5. Behaviour and Conduct

Thredbo maintains a zero-tolerance policy for unsafe, unacceptable or unlawful behaviour. Your lift pass 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;
- d. If we consider that the participant's actions or behaviour are disrupting or negatively impacting the Thredbo MTB School Clinic or Program.
- e. Where you are the parent or guardian of a child participant you must collect your child within 15 minutes of notification of cancellation.

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 pass.

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.

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.

MOUNTAIN BIKE RESPONSIBILITY CODE:

Regardless of how you enjoy your mountain bike sport always show courtesy to others and be aware that there are inherent risks in all mountain bike recreational activities. Common sense, protective equipment and personal awareness can reduce risk. These risks may include, but are not limited to weather, visibility, surfaces as well as natural and artificial hazards such as rocks, trees, stumps, vehicles, lift towers fences and other Thredbo Resort equipment.

MINIMUM BIKE REQUIREMENTS

- 2 working brakes (disc brakes highly recommended)
- Front Suspension (dual suspension highly recommended)
- Tyres must be at least 1.9" wide
- Remove mudguards longer than 25cm
- No tandem bikes
- No baby carriers

OBSERVE THE CODE AND SHARE WITH OTHERS THE RESPONSIBILITY FOR A GREAT EXPERIENCE

- Take lessons to learn and progress.
- Helmets are mandatory. Full-face helmets are highly recommended on all trails.
- Before using lifts, have the ability to load, ride and unload yourself and your bike safely. Always use restraining devices.
- Do not ride lifts or undertake any form of mountain biking if your ability is impaired by drugs or alcohol.
- Know your ability. Always stay in control on the ground and in the air. Avoid other people and objects around you.
- Obey all signage. Stay on marked trails. Do not cut switchbacks. Keep off closed areas.
- Observe all Walking Zones. Dismount your bike and walk.
- When entering a trail or starting downhill, look uphill and give way to other riders.
- Do not stop where you obstruct the trail or are not visible from above.
- Assist others if you are involved in or witness a collision or accident. Identify yourself to Bike Patrol or staff member.
- Uphill biking is not permitted on Downhill trails or mountain roads at any time due to risk of collisions with machinery or vehicles.

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 summer 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 summer season.

Terms used in this 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 Hiking Responsibility Code or Mountain Biking Responsibility Code, as amended by us from time to time;
- **Pass** means either:
 - a **Date-Based Lift Pass** (being a lift pass for a specified date and duration during the 2024/25 summer season); or
 - a **Season Pass** (being a lift pass for the whole of the 2024/25 summer 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.

E-BIKE POLICY

Thredbo Resort welcomes riders to use E- Bikes on designated trails within the Thredbo Mountain Bike Park, which includes our Gravity Trails accessed via the chairlift with a valid pass as well as our various Cross-Country Trails on the Valley floor and lower mountain. To ensure the safety of other riders the following restrictions will apply:

- E-Bikes are allowed to access our gravity trails via the chairlift only for use in one direction from top to bottom on designated trails.
- Due to inherent risk of interaction with plant, machinery or vehicles uphill biking is not permitted in Thredbo outside of designated village trails. Uphill biking is not permitted on Downhill trails or mountain roads at any time.
- E-Bikes and all other mountain bikes are strictly not permitted on resort mountain access roads.
- E-Bikes can only be pedal assist (which means no twisting throttle).
- E-Bikes must be no more than 30kg in weight, riders must be able to load them onto chairlifts unaided.

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 Mountain Biking 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 2025/26 summer season); or
 - (b) a **Season Pass** (being a lift pass for the whole of the 2025/26 summer 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.

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 CLINIC OR PROGRAM, IN WHICH CASE YOU WILL LOSE ALL PRIVILEGES ASSOCIATED.