

CONTRACT FOR FRIDAY FLAT FIRST TIMER PACKAGE - 2026

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, lesson, rental 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 not 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.

YOUR LIFT PASS

1. *Validity and Use*

Where you have purchased a First Timer Lesson plus Friday Flat Lift Pass:

- a. Your Friday Flat lift pass:
 - i. Is valid only for the date of usage specified to or selected by you when purchased.
 - ii. First Timer Lift access active upon attendance of lesson.
 - iii. If you fail to attend to your selected lesson, your lift access is not valid for use.
 - iv. Can only be used on Syd's Snow Runner, Wombats Snow Runner, Easy Does It Chairlift and The Burrow Snow Runner. No other lift can be accessed with this product.
- b. Friday Flat First Timer products are limited to one per person. Any additional products will be cancelled and MyMoney Credit applied.
- c. Must only be used by you and only on date for which it has been validly purchased.
- d. 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.

YOUR FIRST TIMER LESSON

1. *Validity and Use*

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;

- a. Friday Flat First Timer Lessons include:
 - i. First Timer Group Lesson only

If you are not a first-time skier or snowboarder, you will be directed to Guest Services to purchase a higher-level group lesson at the full retail rate. The incorrectly purchased Friday Flat First Timer Package will be credited to MyMoney, and lift and rental products must be repurchased at the rate available at the time of adjustment.

- b. Remains the property of Kosciuszko Thredbo Pty Ltd ('KT') at all times and must not be resold, transferred or altered in any way – and a breach of this condition will result in the confiscation of the participants associated lift access and cancellation of the snowsports lesson.
- c. Will not be refunded if any facilities are not operating for any reason or if any portion of the lesson or program is unused;
- d. Will not be refunded or transferred for failure to arrive at the selected lesson start time prior to lesson departure;
- e. Expired and unused lessons are non-refundable and cannot be transferred to another date, person or season;
- f. Does not entitle you to provide or receive ski or snowboard instruction except where provided by KT, its employees or agents;
- g. May be cancelled at any time KT considers appropriate to protect its staff, customers, property and equipment, or if KT considers that the participant's actions, behaviour or sickness are disrupting or negatively impacting the Thredbo Snowsports Lessons.
- h. Children participating in snowsports lessons must be toilet trained.
- i. Where you are the parent or guardian of a child participant you must collect your child within 15 minutes of notification of cancellation; and
- j. The participant must have valid lift access assigned for the duration of the lesson or program.

YOUR SPORTS RENTAL

1. Validity and Use

Where you have purchased a Friday Flat First Timer plus Sport Rental:

- a. You acknowledge that:
 - i. Collection of Sport Rental is available 60 mins prior to the selected First Timer Lesson start time.
 - ii. Collection more than 60 minutes prior to the selected First Timer Lesson start time will be denied.
 - iii. you have rented the equipment as selected by or requested by you from us subject to these Conditions of Rental;
 - iv. this Agreement is personal to you and shall not be assigned to any other person and no equipment rented may be lent, sub-rented, transferred or otherwise dealt with in any manner whatsoever without our prior written consent;
 - v. you have inspected the equipment carefully before renting and that the equipment rented:
 - vi. has been supplied and adjusted as required by you; and
 - vii. is in good repair and free of defects.
- b. if you have rented:
 - i. a ski-binding-boot system on skis – it may not release at all times or under all conditions where release may prevent injury or death, nor is it possible to predict every situation in which it will release, and it is, therefore, no guarantee of safety;
 - ii. snowboard equipment – the snowboard-boot-binding system on snowboard equipment is a NON-RELEASE system and its use cannot guarantee your safety and may not reduce the risk of injury to yourself or your property or death; ski, snowboard or après boots – walking on snow or ice is slippery and care must be exercised at all times; and
 - iii. a helmet – no helmet can protect the user from all foreseeable impacts and its use cannot guarantee your safety.
 - iv. all equipment rented and used is at your own risk;
 - v. Rental equipment is non-transferrable to another date, person or season;
- c. no refund or part thereof will be given for early return of rental equipment or change of mind; and
- d. renting the equipment 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.

2. You agree:
 - a. to compensate us for our loss (up to the full reinstatement value of the equipment) if (i) the equipment is not returned whether due to loss, theft or any other reason beyond the Hirer's reasonable control or (ii) if the equipment is damaged (other than reasonable wear and tear) during the period of rental (whether such damage occurred while it was in the Hirer's possession or not) or (iii) where the equipment rented suffers damage from improper use;
 - b. to pay us up to the following amounts for any damage to these items that require replacement or major repair and for lost or stolen items:
 - i. Ski Poles replacement due to bend, breakage or loss - \$25
 - ii. Ski or Snowboard major base repair - \$80
 - iii. Child Ski or Snowboard boot unrepairable damage, breakage, or loss - \$100
 - iv. Adult Ski or Snowboard boot unrepairable damage, breakage, or loss - \$200
 - v. Sport Ski or Snowboard unrepairable damage, breakage, or loss - \$300
 - c. to pay on a daily rental rate for all goods and equipment which you do not return on or before the last day of the renting period. Applicable charges below per late day:
 - i. Sport Ski or Snowboard - \$85 for 2 to 5 Day Rental or \$25 for 6+ Day Rental
 - ii. Ski or Snowboard boot - \$35 for 2 to 5 Day Rental or \$15 for 6+ Day Rental
 - iii. Ski Poles - \$15 for 2 to 5 Day Rental or \$5 for 6+ Day Rental
 - d. that your equipment rental may be cancelled by us at any time:
 - i. if you fail to adhere to these Terms and Conditions of Use and the Alpine Responsibility Code;
 - 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;
 - iii. if you have engaged or attempted to engage in any unlawful conduct; or

- iv. 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 activate your pass; and
- v. that subject to us providing notice of our intention to do so, the credit card used in this transaction will be charged for any amount owing to us under subclauses (b), (c) or (d) above.

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.

INSTRUCTION RESTRICTIONS

- a. Your lift pass does not entitle you to provide or receive snowsports instruction.
- b. Instruction must be arranged separately through authorised staff or agents.
- c. Any unauthorised instruction is strictly prohibited unless prior written consent is granted.

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;

HELMET USAGE AT THREDBO

Wearing a helmet is a critical safety measure that helps reduce the risk of head injury during snowsports activities. Helmets provide protection in the event of falls or collisions and are strongly recommended for all guests to support a safe and enjoyable experience on the mountain.

- a. Helmet Requirement
 - i. Helmets are required for any Thredbo Snowsports lesson participant.
 - ii. Helmets are required for all guests using Thredbo terrain parks, regardless of lesson participation
- b. Helmet type
 - i. Helmets must be a snowsports specific helmet that is designed and manufactured for alpine use and certified to a snow sports safety standards.
 - ii. Helmets designed for cycling, climbing or other non snowsports activities are not permitted .

CONCUSSION

Thredbo takes concussion seriously to protect the welfare of both our lift pass holders and our staff. If 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 Lift 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 photo is required to be uploaded to your profile at the start of each season.
2. Where a photo is not updated, your purchased product/s will be suspended until your photo is updated.
 - a. To update your photo please go to shop.thredbo.com.au
 - b. Sign in and select My Account.
 - c. Updating your photo will remove the suspension on your pre-purchased product/s.

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. 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 email or phone 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.

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 **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.

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 LIFT AND RESORT ACCESS, IN WHICH CASE YOU WILL LOSE ALL PRIVILEGES ASSOCIATED WITH YOUR PURCHASED PRODUCT.