

CONTRACT FOR LIFT AND RESORT ACCESS | GONDOLA & SCENIC - 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 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**
 - a. Is valid only for the period of usage specified to or selected by you when purchased.
 - b. Must only be used by you and only on dates for which it has been validly purchased.
 - c. Remains ours 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.
 - d. Valid for scenic use only: Includes Merritts Gondola access for the selected date and duration.

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 WINTER ADVENTURE PASS

Where the Winter Adventure Pass is purchased, additional terms apply below:

1. **Scenic Adventure Pass Inclusions for the selected date and duration:**
 - a. Merritts Gondola access
 - b. 1 x Alpine Coaster Ride
 - c. Thredbo Leisure Centre Access
 - i. Pool
 - 1. *Excludes Inflatables*
 - ii. Gym
 - 1. *Excludes fitness classes or personal training*
 - iii. Sports Hall and Bouldering wall
 - iv. Squash
 - 1. *Excludes racquet and ball rental*
2. **Alpine Coaster Conditions of Use:**
 - a. Drivers must be:
 - i. 8 years and older;
 - ii. 1.35m in height or taller.
 - iii. physically able to maintain a seated position, operate brake levers, and use safety restraints. Drivers must be seated in the rear seat and keep both hands on the brake levers and be in a position to operate them at all times;

- iv. capable of understanding and obeying all verbal and written instructions; and
 - v. assigned a valid lift pass to access the Alpine Coaster.
- b. Passengers must be:
 - i. 3 years or older (Children aged 3 to 7 years may ride in two-seater sleds as a passenger with a responsible person aged 15 years and over);
 - ii. shorter than driver;
 - iii. physically able to maintain a seated position, hold onto front grab handle and use safety restraints. Passengers must keep their hands on the front grab handle at all times; and
 - iv. assigned a valid lift pass to access the Alpine Coaster.
- c. Riders must:
 - i. obey verbal and written instruction by staff;
 - ii. wear suitable clothing for weather conditions;
 - iii. not carry backpacks, bulky, pointed or loose items;
 - iv. maintain a distance of 25m behind the sled in front of them as tailgating is prohibited;
 - v. look forwards and keep their upper body facing the direction of travel at all times;
 - vi. not lean out of safety restraints;
 - vii. not stop on the track;
 - viii. observe all traffic signage and concentrate on the next section of the track (at least 25m ahead);
 - ix. keep both hands on the brake levers and be in a position to operate them at all times; and
 - x. keep arms and legs in the sled during the entire ride and never touch the track or reach under the sled.
- d. Total weight for sled must not exceed 150kg.
- e. Accidents and damages must be reported to staff immediately.
- f. Operation will cease due to adverse weather conditions such as but not limited to:
 - i. low visibility
 - ii. extreme weather conditions including but not limited to:
 - 1. lightning, heavy rain, hail or high winds; and
 - 2. snow and ice build-up on track; and
 - 3. any other conditions which make operation unsafe.
- g. Smoking is prohibited on or in the vicinity of the Alpine Coaster.
- h. The use of handheld mobile phones, cameras, etc. is prohibited at all times while on the Alpine Coaster.
- i. The following persons are restricted from using the Alpine Coaster:
 - i. Children under 3 years
 - ii. Riders who are unable to maintain a seated position or cannot operate brake levers to control the speed of the sled due to safety reasons;
 - iii. Pregnant persons; and
 - iv. Persons under the influence of alcohol or drugs.

3. Conditions of Entry to the Leisure Centre:

- a. You must ensure you are in good physical condition and know of no medical or other reason why you should not exercise. If unsure, you should not use the Leisure Centre's facilities and services until you have sought appropriate medical guidance and been given the go-ahead. You must not use the Leisure Centre's facilities and services if you are suffering from any illness, disease, injury or other condition that could be a risk to your health or safety or that of other members and others.
- b. All Pool Hall, Sports Hall, Trampoline, Gym and Squash Court conditions of entry displayed at the entry point of each area within the Leisure Centre are to be respected at all times.
- c. Entry is not transferable and non-refundable.
- d. Management reserves the right to cancel, relocate or temporarily close Leisure Centre facilities in order to carry out periodical maintenance.

- e. Children under the age of 15 require continued supervision by a responsible parent or guardian over the age of 18 to be permitted entry.
- f. Access and use of Leisure Centre facilities is subject to availability.
- g. Access can be cancelled if a member engages in discourteous or hazardous conduct or breaches these conditions.
- h. You must read all signs and follow all directions given by us, our employees, or our agents.
- i. In the event of a dispute over customer benefits (including entitlements to participate in any class or session) the Leisure Centre management's decision is final and binding.
- j. The Leisure Centre has CCTV security cameras recording 24-hours a day (except in bathrooms) and may have remote video guarding services. This system is used for security purposes but does not guarantee against harm.
- k. Management reserves the right to refuse entry or remove any person who:
 - i. Fails to comply with any of the conditions of entry to the Leisure Centre;
 - ii. Acts in a dangerous or discourteous manner; or
 - iii. Is under the influence of alcohol or drugs.
 - iv. 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;

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;

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 2024 winter season); or
- b. a Season Pass (being a lift pass for the whole of the 2024 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 LIFT PASS.