

CONTRACT FOR LIFT AND RESORT ACCESS – FLEXI PASS - 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 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 4 DAY FLEXI PASS INCLUSIONS AND TERMS & CONDITIONS:

1. Thredbo 4 Day Flexi Pass includes: 4 x 1 Day Lift Access.
2. Is valid for use during the 2026 Winter Season only, from 6 June 2026 to 5 October 2026.
3. Flexi Pass access days can only be used by the assigned person and cannot be transferred to another person.
 - a. Where a Thredbo 4 Day Flexi Pass has been transferred, all unused days are forfeited.
4. Any unused days are not refundable and are not transferrable to the 2027 Winter Season or another person.
5. Limit of one (1) Flexi Pass Per Person.
 - a. If more than one (1) Thredbo 4 Day Flexi Pass is assigned to a single person, all other Thredbo 4 Day Flexi Pass products are to be refunded to MyMoney.
6. No Further Discounts Apply.
7. Non-Transferrable. Non-Refundable.
8. Proof of age may be requested by Thredbo Employees at any time. Failure to provide proof of age when requested may result in cancellation of your Flexi Pass.
9. No refunds available for products purchased prior to the 4 Day Flexi Pass sale.

YOUR LIFT PASS

1. **Validity and Use**

- a. Your lift pass 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 during the 2026 Winter Season for which it was validly purchased.
- c. The age category assigned to the lift pass (e.g. child, youth, adult, senior) must accurately reflect the pass holder's age as at the first date of product usage.
- d. The pass remains our property at all times, and:
 - i. must not be resold, transferred 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 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.

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 current 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 Thredbo 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.

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 Lift Pass remains unused.

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.

YOUR ALPINE RESPONSIBILITY CODE

WINTER SPORTS INVOLVE RISKS OF SERIOUS INJURY OR DEATH. YOUR KNOWLEDGE, DECISIONS AND ACTIONS CONTRIBUTE TO YOUR SAFETY AND THE SAFETY OF OTHERS.

KNOW YOUR ABILITY

- Stay in control. You must be able to stop or avoid people or objects.
- You must know how and be able to load, ride and unload lifts safely. If you need assistance, ask the lift attendant.
- Do not ski, board, ride lifts or use terrain, if your ability is impaired by drugs or alcohol.

KNOW YOUR ROLE

- Use protective equipment (especially helmets) to minimise the risk of injury. Prevent runaway equipment.
- Read and obey all signs, warnings and hazard markings.
- Keep off closed trails and out of closed areas.
- If you are involved in a collision or incident, do not leave the scene. Share your contact information with each other and Resort Staff.

KNOW YOUR ZONE

- People ahead and downhill of you have right of way. You must avoid them.
- Stop only where you are visible from above and do not restrict traffic.
- Before starting downhill, or merging into a trail, look uphill and give way to others.

KNOW THE CODE. IT'S YOUR RESPONSIBILITY

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
- 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 LIFT PASS.