

PERISHER, MOUNT HOTHAM, AND FALLS CREEK PRODUCT & SERVICE TERMS AND CONDITIONS – 2024 Season

Version 2024.1.0, Current as of 7 March 2024

YOU SHOULD BE AWARE OF SEVERAL KEY TERMS

In this summary we outline some of the key terms in these Terms & Conditions that apply to you. This summary is designed to assist you by disclosing and summarizing certain terms that affect you. However, it is not a substitute for reading and understanding these Terms and Conditions as a whole and it does not amend these Terms and Conditions. Please contact us if you have any questions. Our contact points are set out at the end of these Terms and Conditions.

Pandemic related conditions

Our Terms and Conditions include conditions enabling us to respond to the COVID-19 pandemic. This includes a condition that you must comply with directions and requirements in place from time to time to maintain health and safety at our Resorts, accept responsibility for any failure to do so, and accept personal responsibility and liability for any and all risks relating to COVID-19 while at our Resorts. We may need to operate under capacity constraints and are not responsible for any costs, Loss, or damage resulting from or related to a lack of Lift Ticket availability.

Your non-excludable consumer rights

Under the Australian Consumer Law, certain statutory guarantees are conferred in relation to the supply of goods or services to a consumer and you have rights / remedies in relation to these (for convenience, your 'non-excludable consumer rights'). Nothing in these Terms & Conditions (or in this key terms summary) operate or are intended to operate to exclude, restrict, or modify your non-excludable consumer rights.

Cancellation and changes

Except in relation to your non-excludable consumer rights, specific conditions apply to cancellations or changes to your purchase. You must make any cancellation or change request for purchased Snowsports Lessons, Rentals, and Lift Tickets at least 48 hours prior to the time on the first day on which the applicable Product and / or Service is booked to commence or activate. For multi-day bookings, this applies for the first day for which the multi-day lesson, rental, or ticket is booked. Such cancellations and change requests will incur a \$20 administration fee per booking. Any net proceeds of such cancellations or changes will be distributed as a Snow Credit, not as a refund. No cancellations or changes are permitted after commencement or activation of the relevant Product or Service (except, in certain cases under these Terms and Conditions, where an injury or a medical condition prevents further use of your Season Pass). Different terms apply to cancellation / changes to Winter Sports Club Season Long Programs, Season Passes, Season Long Equipment Rental, and Season Long Locker Rental (see below).

Winter Sports Club Season Long Program

Additional terms apply to the purchase of a Winter Sports Club Season Long Program. Once payment is made, the purchase of the Winter Sports Club Season Long Program cannot be cancelled or refunded, unless we fail to comply with the consumer guarantees under the Australian Consumer Law, are otherwise required by law to provide a refund or other remedy, or the program does not run as scheduled. Participants are required to sign/e-sign a release of liability.

Snowsports Lessons

You must check-in to your Snowsports Lesson at the meeting location at least 10 minutes prior to its advertised start time. If you are late to your lesson, and we are not then able to accommodate you in the lesson that day or able to reschedule your lesson, we are not obligated to provide you with a refund. We may cancel or change lesson dates/times due to availability of instructors or appropriate terrain. Snowsports Lessons cancelled due to instructor availability or weather conditions will either be rescheduled or a Snow Credit or refund will be issued at our discretion.

Season Passes

Additional terms apply to the purchase of a Season Pass. Once initial payment or payment in full has been made, the purchase of a Season Pass cannot be cancelled or refunded, unless we fail to comply with the consumer guarantees under the Australian Consumer Law, are otherwise required by law to provide a refund, or other remedy or certain Medical/Injury Events occur which mean the Season Pass Holder is unable to use the pass for the season (in which case you may be eligible for a full or partial refund of the Season Pass purchase, subject to eligibility, verification, and other requirements). Access to one or more of the Alpine Resorts under a Season Pass in the 2024 Australian Ski Season may be subject to certain conditions, including that the Season Pass Holder may be required to make an online reservation (in advance) for each individual day that they plan to use the Season Pass (and lift access will not be provided without advance reservation) and a Fair Use Policy applies to reservations. Season Pass Holders are required to sign/e-sign a release of liability.

Season Long Locker Rental

Additional terms apply to the purchase of a Season Long Locker Rental. Once initial payment or payment in full has been made, the purchase of a Season Long Locker Rental cannot be cancelled or refunded, unless we fail to comply with the consumer guarantees under the Australian Consumer Law or are otherwise required by law to provide a refund or other remedy.

Season Long Equipment Rental

Additional terms apply to the purchase of a Season Long Equipment Rental. Once initial payment or payment in full has been made, the purchase of a Season Long Equipment Rental cannot be cancelled or refunded, unless we fail to comply with the consumer guarantees under the Australian Consumer Law or are otherwise required by law to provide a refund or other remedy.

No transfer or use by another person

Products & Services are for personal use only and must not be used by another person, resold, transferred, or altered in any manner. Use by another party may result in the confiscation, cancellation, and / or refusal to re-issue the relevant Products & Services, in which case no credit or refund will be provided.

Your assumption of risk

You acknowledge and assume risk under these Terms and Conditions in various respects. In particular, you purchase and use any recreational activity or service that we provide at your own risk. Such recreational activities or services includes any and all Products & Services provided by Suppliers at the Alpine Resorts for recreational activities. You acknowledge that recreational activities and services are dangerous with many risks and hazards and as a consequence personal injury (including serious personal injury) and sometimes death can occur. You acknowledge the risk warning set out prominently in these Terms and Conditions and acknowledge that this constitutes a reasonable risk warning pursuant to the *Civil Liability Act 2002* (NSW) and any equivalent legislation. Our liability to you for failure to comply with the consumer guarantees regime with respect to recreational services or activities is excluded.

Exclusion of liability

Except in relation to your non-excludable consumer rights, our liability to you is excluded under these Terms and Conditions in connection with your breach of these Terms and Conditions, your use or access of our Websites, your failure to comply with any laws and / or the Alpine Responsibility Code, or your infringement of any rights of any third party, except to the extent we caused or contributed to the relevant Loss. You also indemnify us against any Loss we incur or suffer arising directly or indirectly in connection with these matters, although this indemnity is reduced to the extent we caused or contributed to the relevant Loss.

Publicity and privacy

By using Products & Services, you grant us and our affiliates the right to collect and use any image collected of you while using Products & Services supplied by Suppliers in order to promote the Products & Services. The Vail Privacy Policy sets out our policies on the collection and management of personal information, and we are required to comply with the provisions of the *Privacy Act 1988* (Cth). Please read our Privacy Policy available on our Websites.

In these Terms and Conditions, the following definitions apply unless the contrary intention appears:

“Alpine Resorts” means the alpine resorts known as Perisher, Mount Hotham, and Falls Creek which are owned and operated by Vail.

“Alpine Responsibility Code” means the code set out in Attachment A of these Terms and Conditions.

“Australian Consumer Law” means the Australian Consumer Law contained in Schedule 2 of the CCA and any applicable State and Territory Consumer Laws, including the Fair Trading Act 1987 (NSW) and the Australian Consumer Law & Fair Trading Act 2012 (Vic).

“Claim” means any claim, action, demand, or proceeding whatsoever including for payment of money, damages, expenses, or costs.

“CCA” means the *Competition and Consumer Act 2010* (Cth).

“Epic Australia Pass” means the pass known and marketed as the 'Epic Australia Pass' offered by Vail for access to a range of Alpine Resorts.

“Fair Use Policy” means a fair use policy under which guests, customers, and pass holders must not seek to purchase or reserve:

- a. An excessive, irrational, or unreasonable number of days; or
- b. Any day(s) on which they do not, at the time of reservation or purchase (as applicable), have a genuine intention to ski or snowboard at the Alpine Resort.

“Family Member” means your child, domestic partner, brother, sister, mother, father, step-child, step-brother, step-sister, step-parents, legal guardian, foster child, ward, or legal ward.

“FCSL” means Falls Creek Ski Lifts Pty Ltd ACN 004 843 761.

“Lift Ticket” means the ticket pass or ticket media provided by the Supplier which provides the holder of the ticket pass or media with access to (and enables use of) the Ski Lifts and / or the Skitube (whether it scans at a lift or Skitube platform loading area) at one or more of the Alpine Resorts.

“Loss” means any loss, damage, cost, or expense including, without limitation, direct, indirect, incidental, special, and / or consequential loss or damage (including but not limited to loss of profits, revenue, expectation, business, goodwill, or data), howsoever arising.

“Medical/Injury Events” has the meaning given to it in Section 16.

“MHSC” means Mount Hotham Skiing Company Pty Ltd ACN 004 294 697.

“Mountain Access Card” means reusable cards used for recording or redeeming purchased Products & Services

sold by the Suppliers with respect to the Alpine Resorts.

“Perisher Blue” means Perisher Blue Pty Limited ACN 061 232 488 as trustee for Snow Trust.

“Permanent Residence” means your fixed, permanent, and principal home for legal and tax purposes.

“Physician” means a licensed medical provider practicing in the fields of medical, surgical, dental, or psychiatric services who is acting within the scope of their license and who is not you, a traveling companion, a Family Member, or a person related to you or a business partner.

“Privacy Policy” means Vail Resorts Global Privacy and Cookie Policy.

“Products & Services” means the products and services supplied by the Suppliers at the Alpine Resorts, including:

- a. Products and services that provide access to and use of ski/snowboard slopes at the Alpine Resorts, for the purposes of skiing and / or snowboarding, including:
 - i. Ski Lifts;
 - ii. Lift Tickets;
- b. Tobogganing, and snowtubing
- c. In the case of the Perisher Alpine Resort, the Skitube;
- d. Snowsports Lessons;
- e. Snowsports equipment rental or hire (including Season Long Equipment Rental);
- f. Winter Sports Club Season Long Programs, training programs, and events (including season-long and short programs and camps);
- g. Other recreational activities offered by Suppliers at any of the Alpine Resorts;
- h. Mountain Access Cards;

and **Product and / or Service** means each product and / or service individually (as applicable).

“Rentals” means a rental of equipment and lockers, including a season long rental.

“Season Long Equipment Rental” mean a rental of skis, boots, and poles or a snowboard and boots for the duration of the 2024 Australian ski season.

“Season Long Locker Rental” means the rental of a locker at an Alpine Resort for the duration of the 2024 Australian ski season, with each such locker being a “Season Long Locker”.

“Season Long Equipment Rental Purchase Price” means the amount you paid for your Season Long Equipment Rental net of any discounts, promotions, and credits.

“Season Pass” means a Lift Ticket providing season long access to the Ski Lifts at one or more of the Alpine Resorts (as specified for the pass) during the 2024 Australian ski season for the purposes of skiing and / or snowboarding. For the avoidance of doubt, a Season Pass (i) does not provide access to any other resorts owned or operated by Vail or its partners and is not (and does not) include the Epic Australia Pass.

“Season Pass Holder” means the holder of a Season Pass.

“Season Pass Purchase Price” means the amount you paid for your Season Pass, net of any discounts, promotions, credits, and any add-ons (such as the Perisher Skitube add-on).

“Ski Lifts” means chair lifts, t-bars, poma lifts, moving carpet, and tow ropes.

“Skitube” means the Skitube at the Perisher Alpine Resort.

“Skitube Purchase Price” means the amount you paid for the Perisher Skitube add-on, net of any discounts, promotions, and credits.

“Snow Credit” means a credit voucher which can be used towards or to otherwise offset the cost of purchasing further Products & Services at the Alpine Resorts.

“Snow Trust” means Snow Trust ABN 29 420 214 757.

“Snowsports” means ski and snowboard.

“Snowsports Group Lesson” means a group-based Snowsports Lesson.

“Snowsports Lessons” means Snowsports Group Lessons and Snowsports Private Lessons.

“Snowsports Private Lesson” means a private Snowsports Lesson.

“Supplier” means each of Perisher Blue, FCSL, and MHSC and “Suppliers” means all of them.

“Supplier Contact Points” means the contact points for each of the Suppliers set out in Section 25.

“Terms and Conditions” means these terms and conditions.

“Vail” means Vail Resorts, Inc.

“Websites” means the following websites:

- a. The Perisher Blue website at <https://www.perisher.com.au/>;
- b. The FCSL at <https://www.skifalls.com.au/>; and
- c. The MHSC at <https://www.hotham.com.au/>

“Winter Sports Club Season Long Program” means each of:

- a. The 2024 Perisher Winter Sports Club Season Long Program;
- b. The 2024 Falls Creek Winter Sports Club Season Long Program; and
- c. The 2024 Hotham Winter Sports Club Program.

but does not include Snowsports Lessons, any interschool or private race training, Winter Sports Club short term training, additional training day, Winter Sport Club camps, or Winter Sports Club events.

SECTION 1: INTRODUCTION AND APPLICATION OF TERMS & CONDITIONS

1. **Application.** These Terms and Conditions apply to the sale, purchase, supply, and use of the Products & Services supplied by Suppliers at the Alpine Resorts, including those purchased by way of package.
2. **Party references.** In these Terms and Conditions, Vail and Suppliers are referred to as “we”, “us”, or “our” and includes our directors, employees, beneficiaries, and agents. The purchaser, holder, or user of any Product or Service (as may be applicable) are referred to as “you” or “your”.
3. **You agree to be bound.** By accessing the Websites, and / or by purchasing and / or using any of the Products & Services, you are agreeing to be bound by these Terms and Conditions and our Privacy Policy. If you choose not to be bound by these Terms and Conditions or Privacy Policy, we do not grant you the right to use the Websites, we will not sell or supply you with any of the Products & Services and you will not be entitled to use the Products & Services.
4. **Others agree to be bound or comply if you are buying on their behalf.** Products & Services are available for sale only to persons who can make legally binding contracts. Parents and guardians may purchase Products & Services on behalf of a minor. If you purchase Products & Services on behalf of another person who has the capacity to accept these Terms and Conditions, both you and that other person agree that you make that purchase as the authorised agent of that other person so that he/she is bound by these Terms and Conditions and Privacy Policy (including with respect to that person's use of any Products & Services), and you must inform that other person of these Terms and Conditions and ensure that person accepts these Terms and Conditions before you make the purchase. Any adults who are parents or guardians of a child who is unable to accept these Terms and Conditions in their own capacity do so on the child's behalf and must ensure compliance with them (including with respect to the child's use of any Products & Services).
5. **Basis for our rights.** These Terms and Conditions refer to various rights that we may exercise, including at our discretion. This is because recreational activities at resorts (including our Alpine Resorts) carry risk and can be dangerous, and we thereby need rights to act or make decisions accordingly.

SECTION 2: PANDEMIC RELATED SPECIAL CONDITIONS

6. **Responsive measures.** We may need to implement a range of measures and actions to respond to the COVID-19 (or any similar) pandemic, including to follow social distancing and other pandemic related public health orders, requirements, directions, and guidelines, and otherwise maintain health and safety at our Alpine Resorts. You acknowledge and agree these measures may change from time to time and may change on short notice. We require all guests, as a condition of access and use of our Alpine Resorts, to regularly check the Websites and other communications to stay abreast of current measures and requirements at our Alpine Resorts.
7. **Health and safety directions and requirements.** It is a condition of your purchase and / or use of any Products & Services from Suppliers that you follow all directions and requirements in place from time to time to maintain health and safety at our Alpine Resorts, including without limitation:
 - a. Complying with applicable government public health orders, directions, requirements, or restrictions (including in relation to testing, quarantine, isolation, tracing, or reporting) in place at the time;
 - b. If required by Suppliers or if required under any public health order, direction, or similar requirement,

providing proof of COVID-19 vaccination or valid medical exemption;

- c. Providing, upon request, a COVID-19 health declaration;
- d. Observing social distancing requirements;
- e. Observing face covering requirements;
- f. Permitting us to provide personal and / or health information to public health or other government authorities where we are required by law to do so or where the authority has a legal right to request such information to assist with contact tracing or other efforts to manage the COVID-19 (or any similar) pandemic (please refer to the Privacy Policy).

Failure to follow such directions and requirements may result in forfeiture of the Product and / or Service, and / or associated privileges or benefits.

8. **Your responsibility.** You acknowledge and agree that:

- a. It is your responsibility to follow and observe all directions and requirements in place from time to time to maintain health and safety at our Alpine Resorts as set out in these Terms and Conditions and that we have no liability for any failure to do so. To the maximum extent permitted by law, we exclude all responsibility and liability arising as a result of you not being able to access our Alpine Resorts or use any Products & Services (in whole or part) because of your failure to comply with these directions and requirements;
- b. Despite measures and actions taken to maintain health and safety at our Alpine Resorts, we are unable to prevent or avoid all pandemic related risks in the operating environment and you accept personal responsibility and liability for all such risks while at our Alpine Resorts.

9. **Capacity constraints.** Our Alpine Resorts may need to operate to specific capacity constraints and on the basis of inventory-controlled access to Lift Tickets which enables us to effectively and flexibly measure and manage capacity. Where this is the case, Lift Tickets will only be available for purchase online (not at the window on the day) and in advance and are subject to available inventory. Such capacity constraints mean that we cannot guarantee that Lift Tickets will be available on a particular day and guests should check availability and purchase tickets in advance and prior to finalising any related travel or accommodation plans. We are not responsible for any costs, Loss, or damage resulting from or related to a lack of Lift Ticket availability on a given day.

10. **Fair Use Policy.** Given that we may be operating to specific capacity constraints at our Alpine Resorts, to ensure that all guests have fair and equitable ticket access, the Fair Use Policy applies. We reserve the right to suspend or cancel a Lift Ticket if we, acting reasonably, consider that the guest has not complied with the Fair Use Policy.

11. **Pandemic related resort closures.** You will be entitled to a refund of the purchase price of the Products & Services you have purchased if government public health orders, directions, requirements, or restrictions result in the closure of the relevant Alpine Resort to visitors at the time of your intended arrival at that Alpine Resort (based on the dates of your booking). If this applies to your booking, please contact us (with the email subject line "Resort Closure Refund") via the Supplier Contact Points.

12. **Variations.** We retain the right, acting reasonably, to vary these Terms and Conditions from time to time to respond to the COVID-19 (or any similar) pandemic (including in response to any government or health orders, directions, or requirements) and its impact on the operations of our Alpine Resorts and the health and safety of guests and employees at our Alpine Resorts. Any variations become effective on posting of the changes on the Websites and we encourage users to access and review the Websites regularly to keep abreast of such changes.

SECTION 3: YOUR CONSUMER RIGHTS

13. The Australian Consumer Law provides consumers with a number of consumer guarantees that cannot be excluded, restricted, or modified. These consumer guarantees provide consumers with a basic, guaranteed level of protection for products or services that they acquire from us, including (for example) in the case of products, guarantees that products are of acceptable quality and fit for any purpose made known by the consumer before buying and, in the case of services, a guarantee as to (i) due care and skill; (ii) fitness for a particular purpose; and (iii) reasonable time for supply. Where you are acquiring our products or services as a consumer you are entitled to the benefit of these guarantees. If we **fail** to live up to any of these consumer guarantees for a relevant product or service we provide, you may be entitled to a **remedy** under the Australian Consumer Law. If the breach of the consumer guarantees cannot be remedied or amounts to a major failure, you are entitled to a refund or other remedies under the Australian Consumer Law. You may also be entitled to compensation for reasonably foreseeable losses caused by the failure.

14. In these Terms and Conditions, for convenience, these are referred to as **your non-excludable consumer rights**.
15. These Terms and Conditions, **are therefore subject to, and will not apply to the extent that they exclude, restrict, or modify your non-excludable consumer rights**, except where we are permitted by law to so exclude, restrict, or modify. For the avoidance of doubt, nothing in any provision or section of these Terms and Conditions relating to refunds, cancellations, and liability is intended to exclude, restrict, or modify your non-excludable consumer rights, including in respect of any right to cancel or right to a refund and / or other remedy that may be available, except where we are permitted by law to so exclude, restrict, or modify.

SECTION 4: APPLICATION OF TERMS & CONDITIONS AND VARIATIONS

16. **Application.** These Terms & Conditions apply with respect to, and during, the 2024 Australian ski season.
17. **Variation.** During the season, we may, acting reasonably, vary these Terms and Conditions from time to time, provided that the variation does not materially adversely affect the nature of or entitlements relating to any Products & Services offered or purchased, and does not materially derogate from the rights provided under these Terms & Conditions.
18. **Notice of variations.** Any variations become effective on posting of the varied Terms and Conditions on the Websites. We will prominently state on the Websites when these Terms and Conditions have been varied. We encourage users to access and review our Terms and Conditions on the Websites regularly to keep abreast of such changes.

SECTION 5: PURCHASING PRODUCTS & SERVICES

19. **Purchase and supply of Products & Services.** You may purchase any Products & Services described in any of the Websites for the price specified on the relevant Website. We will supply you, subject to these Terms and Conditions, with the Products & Services you have purchased.
20. **Check your purchase.** You are responsible for ensuring the accuracy of your purchase of any Products & Services, including dates, times, and other details.
21. **Allocation to individual at time of purchase.** Each Product and / or Service must be allocated to an individual guest at the time of purchase. Allocation of Products & Services to individuals cannot be altered after the purchase has been made other than where permitted under Section 3 or where otherwise accommodated under these Terms and Conditions.
22. **Multi-day booking treated as single product & service.** All multi-day Products & Services (such as multi-day Lift Tickets, Rentals, and multi-day Snowsports Lessons) are deemed a single product or service under these Terms and Conditions, including for the purpose of any cancellation or change requests.
23. **Information required at purchase.** When purchasing Products & Services, your booking must include details including your name, postal address, phone number, date of birth, e-mail address, a recent passport style photo, credit card details, and any other purchase or ordering information specified on the relevant Website reasonably required to complete the purchase.
24. **Terms apply regardless of mode of purchase.** If you purchase Products & Services by telephone, post, online, or visiting one of our offices, then any such purchase will be governed by these Terms and Conditions (including the terms and conditions above purchase, price, and payment), excluding any of these Terms and Conditions that are specific or only applicable to purchases made using the Websites.
25. **Purchase must be age suitable.** You may only purchase Products & Services for a person who is of a suitable age to use such Products & Services at the time they use such products (or in the case of Season Passes, at 8 June 2024). That person must be able to provide a valid photo ID showing their date of birth.

SECTION 6: PRICES & PAYMENT

26. **Price displayed.** The price of the relevant Products & Services is the price displayed on the relevant Website on the date of purchase (inclusive of goods and services tax and any other charges which must be mandatorily disclosed under the CCA but exclusive of delivery charges (if any) which are payable by you). All prices for the Products & Services advertised or displayed on the Websites are quoted in Australian dollars and represent the price payable for the Product and / or Service, except where discounts or promotional codes can be validly applied to the purchase at the time. Any delivery charges must be paid at the time of purchase.
27. **Price variation.** Subject to clause 26 and any other provision of these Terms and Conditions, Suppliers may vary the advertised or offered price of a Product or Service at any time. For the avoidance of doubt, you are not entitled to a refund for lower pricing.
28. **Errors in pricing.** Despite our reasonable precautions, Products & Services may be listed on the Websites at an incorrect price, with incorrect information, or which are unavailable due to a typographical error or other

oversight. If we become aware of this error or oversight within 48 hours of your purchase, we may cancel the transaction and will promptly, or as soon as practical, issue you a refund for the amount paid.

29. **Payment via website payment facility.** Payment for Products & Services on the Websites must be made by credit card using the electronic payment facility on the relevant Website. Confirmation of your purchase will be sent to your nominated email address.
30. **Use of website payment facility.** You agree to use and access the electronic payment facility on the Websites strictly in accordance with the requirements and procedures set out on the relevant Website from time to time and any applicable laws. We may amend any such requirements or procedures at any time.
31. **Responsibility for correct details.** You are responsible for entering the correct account/card number and any other details required by the electronic payment facility on the relevant Website and for maintaining the security of your computer software and hardware.
32. **Genuine purchases only.** You agree that you will make only legitimate purchases of the Products & Services in good faith for use by you and your invited guests only and not for other purposes (including without limitation, reselling, impermissibly assigning or posting on third party websites, or making speculative, false, or fraudulent bookings or any booking in anticipation of demand).

SECTION 7: COLLECTION & DELIVERY

33. **Delivery.** If any Products & Services are to be delivered to you, the Products & Services will be delivered to the address you nominated at the time of purchase. Any delivery charges payable will be shown before purchase and will be payable at the time of purchase. Once the Supplier delivers possession of Products & Services to its carrier, liability for damage and loss also passes to the carrier. Any indicated delivery times are only approximate and Suppliers are not liable for any delay in the delivery of the Products & Services.
34. **Collection requirements.** When you collect your Products & Services from our premises or otherwise redeem your purchases, you must present a valid photo ID showing your date of birth and the credit card used for the purchase. Where the credit card used to make the purchase is not presented at the time of collection or redemption, we may cancel the purchase. As soon as you become aware that the credit card used to make the purchase may not be able to be presented at the time of redemption of the purchase (for instance because it has been lost, stolen, replaced, or has expired), you must promptly contact us to make alternative arrangements.
35. **Allow sufficient time.** It is your responsibility to allow adequate time for collection or redemption of the Products & Services ahead of any use or commencement of the relevant Product or Service.

SECTION 8: SNOW CREDITS

36. **Use of credit.** A Snow Credit may be used towards the purchase of Products & Services at any of the Alpine Resorts.
37. **Users of credit.** A Snow Credit may be used by the individual named in the Snow Credit or any Family Member. Snow Credits cannot be transferred or resold.
38. **Expiry.** A Snow Credit provided in the 2024 Australian ski season expires at the end of the 2025 Australian ski season on 12 October 2025.

SECTION 9: CHANGES AND CANCELLATIONS

39. **Scope.** The change and cancellation provisions in this Section are subject to your non-excludable consumer rights (as set out in Section 3) and apply to purchases of:
 - a. Lift Tickets;
 - b. Snowsports Lessons;
 - c. Equipment rental or hire; and
 - d. All other Products & Services supplied by Suppliers.

The change and cancellation provisions in this Section **do not apply to:**

- a. Winter Sports Club Season Long Programs, Season Passes, Season Long Locker Rental, or Season Long Equipment Rental. Please refer to Sections 14 to 18 for specific terms and conditions relating to changes and cancellations with respect to those specific Products & Services; or
 - b. The Epic Australia Pass, which is subject to its own terms and conditions, which can be found on the Epic Australia Pass website.
40. **Who can make requests.** Requests for cancellations and changes to purchased Products & Services will only be accepted from and only be sent to the person in whose name the purchase has been made (or a parent or guardian in the case of a booking made in the name of a minor).

41. **Submitting a request.** All requests for cancellations and changes to purchased Products & Services must be submitted in writing to the applicable Supplier Contact Point.
42. **Responses.** Subject to eligibility, requests for cancellation or change will be processed and confirmation sent via email. We will act reasonably to respond to your refund request in a timely manner but do not guarantee your request will be processed within a specified period of time.
43. **Time requirements for requests.** We must receive your **request for a change to or cancellation of your purchased Products & Services at least 48 hours prior to the time on the first day on which the applicable Product and / or Service is booked to commence or activate.** For example, where you have booked a one-day Lift Ticket, you must submit your request at least 48 hours prior to the starting time on the day on which you purchased Lift Ticket is due to commence or activate. For the avoidance of doubt, all multi-day bookings (including Snowsports Lessons, Rentals, and Lift Tickets) are treated as a single Product and / or Service for the purpose of these Terms and Conditions including change or cancellation requests). This means for multi-day bookings you must submit a cancellation or change request at least 48 hours prior to the commencement or starting time on the first day for which the multi-day Snowsports Lesson, Rental, or Lift Ticket is booked. For example, where you have booked a three-day Snowsports Lesson, you must submit your request at least 48 hours prior to the starting time on the first day for which your three-day Snowsports Lessons are booked.
44. **Administration fee payable.** Changes or cancellations to a purchase under this Section will incur a \$20 administration fee per transaction (for example, two separate transactions will each incur a \$20 administrative fee).
45. **Applicable price.** If you make a change request to purchased Products & Services, the change made will be based on the applicable price of the relevant Product or Service at the time of the change and not the price on the date of the original purchase.
46. **Proceeds are a Snow Credit.** Any net proceeds from a cancellation or change of purchased Products & Services under this Section will be distributed via a Snow Credit. Refunds will not be provided for such changes or cancellations unless we have failed to comply with the consumer guarantees under the Australian Consumer Law or are otherwise required by law to provide a refund, credit, or other remedy.
47. **Limits on requests.** Cancellation or change requests **cannot** be made under this Section **after the 48 hour period or following commencement or activation** (as applicable) of Products & Services. No Snow Credit or refund will be offered unless we have failed to comply with the consumer guarantees under the Australian Consumer Law or are otherwise required by law to provide a refund, credit, or other remedy. However:
 - a. Cancellations sought due to illness or injury occurring **within 48 hours** of the time on the first day on which the applicable Product and / or Service is booked to commence or activate will be considered by Supplier for a Snow Credit upon presentation of medical certificate where a cancellation request is made to the applicable Supplier prior to commencement or activation of the Product and / or Service; and
 - b. If, **after the commencement or activation of a product and / or service**, an injury or medical condition is sustained and diagnosed by a Physician preventing a guest from making further use of a:
 - i. Multi-day Lift Ticket;
 - ii. Multi-day Skitube ticket;
 - iii. Multi-day Snowsports Group Lessons;
 - iv. Snowsports Private Lessons; or
 - v. Rentals,

a Snow Credit may be assigned by Supplier at its reasonable discretion upon presentation of a medical certificate Supplier deems satisfactory.

SECTION 10: USE OF PRODUCTS AND SERVICES AND CONDUCT AT ALPINE RESORTS

48. You acknowledge and agree:
 - a. **Compliance with rules, directions, and signs.** You must follow all rules, signs, and directions Suppliers issue in relation to **Ski Lift access and usage and safe and controlled skiing and snowboarding** for the purposes of ensuring the safe use and operation of Ski Lifts and otherwise to maintain safety at the Alpine Resorts. We will publish such rules on the Websites and / or at the Alpine Resorts and ensure signs are prominently displayed. Failure to adhere to such rules, directions, and signs may result in the loss of your entitlement to use, or loss of benefits or privileged associated with, the Products and / or Services, including cancellation or suspension of your Mountain Access Card and your Lift Ticket;
 - b. **Code compliance.** In using any Products & Services, you must:

- i. Observe and comply with the Alpine Responsibility Code;
- ii. Conduct yourself at the Alpine Resorts, including when skiing and snowboarding, in a safe, responsible, and controlled manner at all times; and
- iii. Not engage in any reckless or careless conduct.

Failure to do so may result in the loss of your entitlement to use, or loss of benefits or privileged associated with, the Products and / or Services, including cancellation or suspension of your Mountain Access Card, Season Pass, Lift Ticket, or any other lift access;

- c. **No transfer or resale.** The Products & Services are for **personal use only** and must only be used by the person to whom it is assigned and must not be used by another person, resold, transferred, or altered in any manner. Such use may result in the Product or Service being confiscated or cancelled and no credit or refund will be provided. Fraud is a criminal offence and Suppliers reserve the right to refer such matters to the police;
- d. **Confiscation / cancellation may occur.** The relevant Product and / or Service may be confiscated or cancelled if, we consider you i) act in a manner that could endanger the safety of any person; ii) violate the law; iii) provide ski lessons or related services for compensation or otherwise in violation of these Terms and Conditions; iv) engage in fraud (including where a party other than the individual named on the product uses the product or service) or misconduct or create a nuisance; or v) fail to adhere to these Terms and Conditions;
- e. **Re-issue fee.** We may decide in our discretion to re-issue Products & Services after confiscation or cancellation. Any re-issued Product or Service (for example, a re-issued Lift Ticket) may be subject to a reasonable replacement fee;
- f. **Valid only during period.** Products & Services are only valid for use during the period (and / or time) for when they are sold or advertised and / or as indicated on or with the relevant Product or Service (for example, as provided in the purchase confirmation email) and are not for use at any other period or time;
- g. **Necessary closure or reduced operations.** Facilities and amenities (and related or associated Products & Services) at the Alpine Resorts – including Ski Lifts, the Skitube, and access to terrain – may need to close or operate in a reduced way (including in terms of access) from time to time for weather, snow coverage, health, safety, or other necessary operational reasons (or as a result of government public health orders, directions, or guidance), as directed or determined by us. This may impact your access to and use of aspects of, and experience at, the Alpine Resort. Where this occurs, subject to your non-excludable consumer rights or as required by law, we do not offer a refund, credit, or replacement for Products & Services (including Lift Tickets);
- h. **No commercial activities.** The purchase of Products & Services does **not** entitle you to:
 - i. Use the facilities at any Alpine Resort for any commercial purpose except with our prior written consent; or
 - ii. Provide or receive ski or snowboard instruction except where provided by us;
- i. **Right of publicity.** By using Products & Services, you grant us and our affiliates the right to own and use any image collected of you while using any Product or Service supplied by Suppliers;
- j. **No abusive or aggressive behaviour.** Abusive, offensive, aggressive, unlawful, or other unacceptable behaviour will not be tolerated. We will refuse to deal with the aforementioned behaviour and may confiscate or cancel relevant Products & Services (without providing a refund and / or credit) of any person who acts in an unacceptable manner. This may include, but is not limited to:
 - i. Using abusive, offensive, or threatening language or behaviours;
 - ii. Inappropriate or abusive behaviours including uninvited physical contact, harassment, violence or threat of violence;
 - iii. Behaviour involving or related to intoxication or the excessive consumption of alcohol;
 - iv. The possession, carriage, or use of restricted substances or drugs (unless medically prescribed);
 - v. The possession, carriage, or use of dangerous items (such as weapons);
 - vi. Illegal conduct; and
 - vii. Any other conduct which represent a material risk to health and safety.
- k. **Communication requirements.** You must provide a valid email address and mobile telephone number for the express purpose of receiving communications regarding your Product and / or Service and you acknowledge these are the only methods by which we will communicate with you. You may miss important

information and updates related to your purchase if you unsubscribe from our communications.

SECTION 11: MOUNTAIN ACCESS CARDS

49. **Each person requires card.** A Mountain Access Card is required for each individual wishing to use any purchased Products or Services.
50. **Fee.** A Mountain Access Card must be purchased from Suppliers at a cost of AUD \$6 in addition to any charge, fee, or payment for a Lift Ticket providing Ski Lift or Skitube access.
51. **No lift access.** A Mountain Access Card does not entitle the holder of the card to any access to Ski Lifts or the Skitube without the purchase of a Lift Ticket or Skitube ticket that provides such access.
52. **Must be carried.** A Mountain Access Card must always be carried on your person while you are on the ski/snowboard slopes and must be promptly presented to Suppliers' authorised personnel upon request.
53. **No transfer or resale.** Mountain Access Cards remain our property and must not be resold, transferred, or altered in any way.
54. **Replacement cards.** A replacement card for a lost, stolen, or damaged Mountain Access Card may be purchased at a cost of AUD \$6.
55. **Prompt notification of theft or loss.** If your Mountain Access Card is lost or stolen, please notify us through the applicable Supplier Contact Point as soon as you become aware of such loss or theft.

SECTION 12: LIFT TICKETS

56. **Consider your requirements.** A Lift Ticket may provide single, multi-day, or season long access to Ski Lifts at one or more Alpine Resorts, and / or the Skitube at Perisher Alpine Resort. A Lift Ticket may involve or be part of a package that comprises any combination of access to Ski Lifts and / or Skitube, Snowsports Lessons, and / or equipment rental products. You are responsible for purchasing a Lift Ticket that meets your requirements (including as to days and time) in terms of Ski Lift or Skitube access, lessons, and / or other Products & Services.
57. **Ticket required for all days.** You must purchase a Lift Ticket for all days you wish to ski, snowboard, or otherwise access Ski Lifts at the applicable Alpine Resort(s).
58. **Ticket required for lessons.** You must purchase a Lift Ticket to participate in any Snowsports Lessons regardless of whether a Ski Lift may be or is utilised during the lesson.
59. **Fair Use Policy applies.** The purchase of Lift Ticket(s) is subject to the Fair Use Policy.
60. **Resort validity.** With the exception of specific Season Passes:
 - a. All valid Lift Tickets issued by Perisher Blue for the Perisher Alpine Resort are valid for use at Perisher Alpine Resort and include unlimited use of Skitube between Perisher Valley and Blue Cow, but are not valid for use at Falls Creek or Mount Hotham Alpine Resorts;
 - b. Unless otherwise specified at the time of sale, all valid Lift Tickets issued by FC SL for the Falls Creek Alpine Resort are valid for use at the Falls Creek Alpine Resort only and are not valid for use at Perisher or Mount Hotham; and
 - c. Unless otherwise specified at the time of sale, all valid Lift Tickets issued by MHSC for the Mount Hotham Alpine Resort are valid for use at the Mount Hotham Alpine Resort only and are not valid for use at Perisher or Falls Creek Alpine Resorts.
61. **Season Pass resort validity.** All valid Lift Tickets issued as Season Passes are only valid for use at the resort(s) specified for that specific Season Pass, which may be an individual resort or multiple Alpine Resorts.
62. **Additional Lift Ticket conditions.** For any Products & Services which consist of or include a Lift Ticket:
 - a. **Validity.** The Lift Ticket is valid only for the dates or period purchased, and you must only use the Lift Ticket on dates for which it has been validly purchased;
 - b. **Our property.** The Lift Ticket remains our property;
 - c. **No transfer or resale.** The Lift Ticket is for personal use only and must only be used by the person to whom it is assigned at the time of purchase and must not be used by another person, resold, transferred, or altered in any manner. If this occurs, the Lift Ticket in question will be **cancelled** and no credit or refund will be provided. Fraudulent use of a Lift Ticket is a criminal offence and Suppliers reserve the right to refer such matters to the police;
 - d. **Notification of theft or loss.** If you become aware that any Lift Ticket has been lost or stolen, you must immediately report this to the relevant Supplier by email or by visiting an office of that Supplier;
 - e. **Cancellation or confiscation may occur.** Any Lift Ticket may be cancelled or confiscated by the relevant

Supplier if:

- i. An unauthorised person is found to be using it prior to it being reported as lost or stolen; or
- ii. The user fails to comply with all signs, rules, or other directions of Suppliers regarding use of Ski Lifts or relating to safety, for reckless or careless conduct, or for breach of the Alpine Responsibility Code.

Suppliers may re-issue a Lift Ticket after confiscation or cancellation at its discretion. Any re-issued Lift Ticket may be subject to a reasonable replacement fee and / or require the purchase of the relevant Product and / or Service;

- f. **No refund if lost or stolen.** Subject to your non-excludable consumer rights, we will not provide a refund, credit, or replacement (in whole or part) if a Lift Ticket is lost or stolen; and
- g. **Ticket must be carried.** A Lift Ticket must be carried by the holder at all times on the ski/snowboard slopes which must be presented to Suppliers' authorised personnel upon request.

SECTION 13: SNOWSPORTS LESSONS

63. By purchasing, enrolling in, and participating in a Snowsports Lesson, you acknowledge and agree to the following additional terms and conditions that apply to each lesson:

- a. **Check in time requirements.** You must check-in to your Snowsports Lesson at the meeting location at least 10 minutes prior to its advertised start time. Please refer to the Website for the resort your Snowsports Lesson is to take place for additional details. If you are late to your lesson and we are not then able to accommodate you in the lesson that day or able to reschedule your lesson, we are not obligated to provide you with a refund; and
- b. **Cancellation or change by us.** We may cancel or change lesson dates/times due to availability of instructors or appropriate terrain. Snowsports Lessons cancelled due to instructor availability or weather conditions will either be rescheduled or a Snow Credit or refund will be issued at our discretion.

SECTION 14: WINTER SPORTS CLUB SEASON LONG PROGRAMS

64. By purchasing, enrolling in, and participating in a Winter Sports Club Season Long Program, you acknowledge and agree to the following additional terms and conditions that apply to these programs:

- a. **Validity.** A Winter Sports Club Season Long Program is **valid** only during the period for which it is bought and not in any other period;
- b. **Full payment required to participate.** A participant will only be entitled to participate in a Winter Sports Club Season Long Program where the Winter Sports Club Season Long Program is **paid for in full** prior to the Winter Sports Club Season Long Program's commencement;
- c. **No refund or cancellation except in certain circumstances.** Once payment has been made, you will not be able to cancel or obtain a refund or credit on your Winter Sports Club Season Long Program purchase or payment (or any part thereof) unless:
 - i. We have failed to comply with the consumer guarantees under the Australian Consumer Law (Section 3) or are otherwise required by law to provide a refund or other remedy; or
 - ii. The Winter Sports Club Season Long Program was scheduled to operate on a given day but does not operate and no replacement (make up) day is offered by Supplier. For each day on which this occurs, a pro-rata refund of the purchase price for the Winter Sports Club Season Long Program will be provided. This only applies where the Winter Sports Club Season Long Program does not operate – no refund or credit is available where the program operates as scheduled on a given day but the participant does not attend (for any reason).

Other than as set out above, your Winter Sports Club Season Long Program purchase (and any payment made for the program) cannot otherwise be cancelled or refunded (in whole or part), and your program purchase (and any payment made for the program) cannot be transferred or deferred to a future season.

- d. **Release required.** To participate in the Winter Sports Club Season Long Program, participants are required to **sign/e-sign a release** of liability. Where a participant is a minor, the participant's parent or guardian is required to sign/e-sign a waiver and release of liability on their behalf; and
- e. **Event terms apply.** By purchasing a Winter Sports Club Season Long Program that includes entry into an event (or events), you acknowledge and accept the terms and conditions in relation to entering the event(s). These terms and conditions are available on the specific event's website.

SECTION 15: SEASON PASSES

65. By purchasing a Season Pass, you acknowledge and agree to the following additional terms and conditions applicable to Season Passes:

- a. **Access requirements.** Access to one or more of the Alpine Resorts (as applicable) under a Season Pass in the 2024 Australian ski season is subject to the following:
 - i. The Season Pass Holder may be required to make an **online reservation (in advance)** via our reservation system for each individual day that they plan to use the Season Pass, and lift access will not be provided without such advance reservation; and
 - ii. To ensure guests have fair and equitable ticket access, a **Fair Use Policy** applies and must be followed. We reserve the right to suspend or cancel the guest's Season Pass if we consider, acting reasonably, that they have not abided by this Fair Use Policy;
 - iii. Season Passes (and any upgrades to the pass if applicable) must be paid for in full before any lift access will be activated;
- b. **Validity.** Your Season Pass is valid only during the 2024 Australian ski season and not in any other season or period;
- c. **Notification of theft, loss, or damage.** The Season Pass Holder is responsible for promptly reporting if their Season Pass is lost, stolen, or damaged by emailing the Supplier Contact Points. In these circumstances, or if you forget to bring your Mountain Access Card, you can visit a ticket office where, upon presentation of valid Photo ID and the payment of an AUD \$6 administration fee, our staff can re-issue a Mountain Access Card. You acknowledge and accept that you are liable for any use of your Season Pass that occurs while it is not in your possession, unless you have already reported it lost/stolen;
- d. **No refund or cancellation except in certain circumstances.** Once the initial payment or payment in full has been paid, you will not be able to cancel or obtain a credit or refund on your Season Pass purchase or payment (or any part thereof) unless we have failed to comply with the consumer guarantees under the Australian Consumer Law (see Section 3), are otherwise required by law to provide a refund or other remedy, or a Medical/Injury Event is applicable (as set out in Section 16).

Other than in the aforementioned circumstances, your Season Pass purchase (and any payment made for the pass) cannot otherwise be cancelled or refunded and your pass (and any payment made for the pass) cannot be transferred or deferred to a future season;
- e. **Photo required.** Where you purchase or reload a Season Pass online, you must upload a portrait photo of the Season Pass Holder's head and shoulders, from which they are able to be identified, with their face clearly visible and unobstructed by goggles or buffs;
- f. **No name change.** The Season Pass Holder's name may not be changed after purchase;
- g. **Release required.** Season Pass Holders are required to **sign/e-sign a release of liability**. Where a Season Pass Holder is a minor, the Season Pass Holder's parent or guardian is required to sign/e-sign a waiver and release of liability on their behalf; and

SECTION 16: SEASON PASS — REFUNDS FOR MEDICAL/INJURY EVENTS

66. This Section sets out Supplier's policy in relation to refunds of Season Pass purchases due to season ending illness or injury which constitutes a qualifying Medical/Injury Event.
67. **Eligibility.** You may be eligible for a full or partial refund of your Season Pass purchase under these Terms and Conditions in the event you are unable to use your Season Pass during the 2024 Australian ski season because of one of the following Medical/Injury Events:
 - a. **Personal Illness or Injury.** You are unable to use your Season Pass during the 2024 Australian ski season because you suffer from (i) a physical illness or physical disease diagnosed by a Physician after you purchase your Season Pass; (ii) a physical illness or physical disease that presents significant new or worsening symptoms diagnosed by a Physician after you purchase your Season Pass; or (iii) an accidental bodily injury after you purchase your Season Pass. To qualify, the illness, disease, or injury must prevent you from using your Season Pass for thirty (30) or more consecutive days and you provide verification from a Physician;
 - b. **Family Member Illness or Injury.** You are unable to use your Season Pass during the 2024 Australian ski season because a Family Member who lives in the same Permanent Residence as you suffers from (i) a physical illness or physical disease diagnosed by a Physician after you purchase your Season Pass; (ii) a physical illness or physical disease that presents significant new or worsening symptoms diagnosed by a Physician after you purchase your Season Pass; or (iii) an accidental bodily injury after you purchase your Season Pass. To qualify, the illness, disease, or injury must require your continued care for that Family Member for thirty (30) or more consecutive days during the 2024 Australian ski season and you provide verification of the need to provide consecutive care from a Physician;
 - c. **Death.** You are unable to use your Season Pass during the 2024 Australian ski season because of your own death (in which case the refund will be awarded to your estate) or the death of a Family Member who lived in the same Permanent Residence as you that occurs after you purchase your Season Pass and you provide

verification of this; or

- d. **Minor Dependent.** You are under the age of eighteen (18) and are unable to use your Pass because a Family Member who lives in the same Permanent Residence as you has experienced a qualifying Medical/Injury Event and you provide verification of this.

68. **Refund amounts for Medical/Injury Events.** If you are eligible for a refund of your Season Pass purchase under this Section because of a Medical/Injury Event, the amount of your refund will vary based on how many days you have already used your Season Pass (as of the date your refund request is processed) and your refund will be a percentage of your Season Pass Purchase Price as follows:

Number of days Season Pass was used	Refund percentage
0	100%
1	86%
2	71%
3	57%
4	43%
5	28%
6	14%
7 or more days	0%

If you are eligible for a refund of your Season Pass purchase under this Section because of a Medical/Injury Event, and you purchased the Skitube add-on, the amount of the Skitube add-on refund will be 100% of the Skitube Purchase Price before first use and 0% of the Skitube Purchase Price after first use.

- 69. **Deactivation of Season Pass after refund.** After you receive a full or partial refund of your Season Pass Purchase Price, your Season Pass will be deactivated and you will not be able to use your Season Pass for the remainder of the 2024 Australian season.
- 70. **Verification requirements.** We may request you to submit documents to verify and establish the Medical/Injury Event for which you are seeking a refund under this Section. These documents may include medical reports, correspondence, official records, videos, photos, or other certificate that are reasonably necessary to evaluate your refund request. You must cooperate with our reasonable requests to verify your Medical/Injury Event and we may deny your request if you fail to do so. If you do not provide certificate which adequately verifies and establishes the Medical/Injury Event (as determined in our discretion, acting reasonably) we may deny your refund request. If you fraudulently conceal or misrepresent a material fact concerning the Medical/Injury Event or otherwise concerning your refund request, you will lose your entitlement to a refund under this Section and your entitlement to continue to use your Season Pass.
- 71. **Time requirements for submitting refund request.** To be eligible for a refund of your Season Pass under this Section based on a Medical/Injury Event, you must submit your request for a refund **within thirty (30) days** of when the Medical/Injury Event arises. We will use reasonable endeavours to respond to your request in a timely manner.
- 72. **Submitting a refund request.** Refund requests under this Section based on a Medical/Injury Event must be submitted to the Supplier's Contact Points. Your refund request under this policy should include your name, a description of the Medical/Injury Event, and reasonable certificate to verify and establish the Medical/Injury Event, including a medical certificate issued by a Physician. The refund request will be reviewed and validated, and the refund calculation will be determined, by us in accordance with this Section. Subject to eligibility, a refund will be processed and confirmation of the refund payment sent to you by email.

SECTION 17: SEASON LONG LOCKER RENTAL

- 73. By purchasing a Season Long Locker Rental, you acknowledge and agree to the following additional terms and conditions applicable to each Season Long Locker Rental:
 - a. **Own lock to be provided.** You must provide your own lock for the Season Long Locker;
 - b. **Removal.** You consent to us removing the lock on the Season Long Locker if reasonably necessary;
 - c. **Vacate requirements.** You must vacate the Season Long Locker by the end of the 2024 Australian ski

season;

- d. **Access times.** You acknowledge each Season Long Locker can only be accessed during applicable opening times of the locker room the Season Long Locker is located;
- e. **Your responsibility.** You accept responsibility for all items placed in the Season Long Locker and we are not responsible for any loss or theft of any items in the Season Long Locker;
- f. **No stickers/signs.** No stickers or signage permitted to be placed on the outside/inside of the Season Long Locker;
- g. **No transfer.** A Season Long Locker Rental is not transferable to any other person or business;
- h. **No refund or cancellation except in certain circumstances.** Once payment has been made, you will not be able to cancel or obtain a credit or refund on your Season Long Locker Rental purchase or payment unless we have failed to comply with the consumer guarantees under the Australian Consumer Law (see Section 3) or are otherwise required by law to provide a refund or other remedy.

Other than set out above, your Season Long Locker Rental purchase (and any payment made) cannot otherwise be cancelled or refunded and your locker purchase (and any payment made) cannot be transferred or deferred to a future season.

74. **Locker number.** The locker number for each Season Long Locker will be communicated via email prior to the start of the 2024 Australian ski season.

SECTION 18: SEASON LONG EQUIPMENT RENTAL

75. When you purchase a Season Long Equipment Rental, you acknowledge and agree to the following additional terms and conditions that apply to each Season Long Equipment Rental:
- a. **Collection/return point.** The equipment comprising the Season Long Equipment Rental must be collected from and returned to the Alpine Resort from which the equipment was rented;
 - b. **Yours to use for season.** The equipment comprising the Season Long Equipment Rental, once collected, is equipment which is yours to utilise for the duration of the 2024 Australian ski season;
 - c. **Your responsibility.** Once collected (and until the equipment is returned), you are responsible for the security and safe storage of the equipment, you accept responsibility for the equipment comprising the Season Long Equipment Rental, and you are responsible for any damage to the equipment outside of fair wear and tear;
 - d. **No use after return.** Once the equipment is returned to us, the Season Long Equipment Rental is deemed concluded and cannot be collected again;
 - e. **No refund or cancellation except in certain circumstances.** Once payment has been made, you will not be able to cancel or obtain a credit or refund on your Season Long Equipment Rental purchase or payment unless we have failed to comply with the consumer guarantees under the Australian Consumer Law (see Section 3) or are otherwise required by law to provide a refund or other remedy.

Other than set out above, your Season Long Equipment Rental purchase (and any payment made) cannot otherwise be cancelled or refunded and your equipment purchase (and any payment made) cannot be transferred or deferred to a future season.

SECTION 19: EXCLUSION OF LIABILITY AND YOUR ASSUMPTION OF RISK – THESE CONDITIONS AFFECT AND RESTRICT YOUR LEGAL RIGHTS

76. 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 CCA, the Australian Consumer Law, the *Civil Liability Act 2002* (NSW), or otherwise.
77. **Exclusion of our liability.** To the fullest extent permitted by law and subject to your non-excludable consumer rights set out in Section 3, we are not liable for any Loss resulting directly or indirectly from or arising in connection with:
- a. Your breach of these Terms and Conditions;
 - b. Your use of or access to any of the Websites, including but not limited to the electronic payment facility to purchase Products & Services;
 - c. Your use of any Products & Services provided by Suppliers;
 - d. Your failure to comply with any laws and / or the Alpine Responsibility Code; or
 - e. Your infringement of the rights of any third party,

except liability arising as a direct result of any negligence, fraud, wilful misconduct, or breach by us, and where our liability cannot be excluded, we limit our liability to the maximum extent that we are permitted by law to do so. Nothing in this clause excludes our liability for any matter for which it would be unlawful to exclude liability.

78. **Indemnity.** To the fullest extent permitted by law, and subject to your non-excludable consumer rights set out in Section 3, you indemnify us against any Loss that we incur or suffer arising directly or indirectly in connection with:

- a. Your breach of these Terms and Conditions;
- b. Your use of or access to any of the Websites, including but not limited to the electronic payment facility to purchase any Products & Services;
- c. Your use of any Products & Services provided by Suppliers;
- d. Your failure to comply with any laws and / or the Alpine Responsibility Code; or
- e. Your infringement of the rights of any third party,

including any Loss, Claim, or liability in respect of any personal injury or death, any damage to any property, or any claims by third parties in respect of personal injury, or death, or property damage; and

except to the extent that liability, damage, cost, or expense is a direct result of any negligence, fraud, wilful misconduct, or breach by us.

79. **Risk warning for recreational services / activities.** Where you purchase and / or use any of the Products & Services, you acknowledge and agree to the following terms:

- a. You acknowledge you must observe and comply with the Alpine Responsibility Code (a copy of which is included at **Attachment A**);
- b. You acknowledge you purchase and / or use any recreational activity or service at the Alpine Resorts at your own risk. Such recreational activities or services include any and all Products & Services provided by Suppliers associated with the use of the ski/snowboard slopes and the mountains at the Alpine Resorts for recreational activities, including but not limited to skiing (including alpine, nordic, freestyle, and mogul skiing), snowboarding, tubing, snowbikes, mountain biking, and sightseeing, the provision and operation of ski lifts, riding on ski lifts, snowmaking, snow slope design, construction, maintenance and grooming, hazard assessment and mitigation, Snowsports Lessons, club, team, or development skiing or snowboarding programs and training, skiing or snowboarding competitions or events, and clothing and equipment rental;
- c. You acknowledge recreational activities and services are dangerous with many risks and hazards and personal injury (including serious personal injury) and sometimes death can occur as a consequence;
- d. You acknowledge the risks associated with recreational activities and services at the Alpine Resorts may not always be prominent, conspicuous, or physically observable and you accept those risks nonetheless;
- e. You acknowledge the **risk warning set out in bold below** and acknowledge the warning constitutes a reasonable risk warning pursuant to the *Civil Liability Act 2002* (NSW) and any equivalent legislation;

IMPORTANT – RISK WARNING!

The Risk Warning displayed below forms part of the conditions of entry and use of our facilities, equipment, and services at the Alpine Resorts, including (without limitation) any use of the Products & Services.

RISK WARNING:

ALPINE RECREATIONAL ACTIVITIES INCLUDING, BUT NOT LIMITED TO, SKIING, SNOWBOARDING, USING SKI LIFTS, SNOWTUBING, SNOWBIKES, TOBOGGANING, AND SNOW PLAY INVOLVE SIGNIFICANT RISKS WHICH MAY RESULT IN PHYSICAL HARM, INCLUDING PERSONAL INJURY, PERMANENT DISABILITY, OR DEATH.

SUCH RISKS AND HARM MAY RESULT FROM YOUR ACTIONS AND / OR OMISSIONS OR THOSE OF OTHERS OR THE NEGLIGENCE OF OTHERS. THESE RISKS INCLUDE, BUT ARE NOT LIMITED TO, COLLISIONS WITH ANOTHER PERSON, OBJECTS, SURFACES, OR TERRAIN; LOSS OF CONTROL AND / OR DIRECTION, AND / OR FALLING AT ANY TIME, INCLUDING WHILE PARTICIPATING IN ALPINE ACTIVITIES OR WHILE USING LIFTS; AND UNEXPECTED CHANGES IN WEATHER AND SNOW CONDITIONS.

80. **Waiver of liability for recreational services / activities.** A supplier of recreational services or activities may ask you to agree the statutory guarantees under the Australian Consumer Law do not apply to you (or a person for whom or on whose behalf you are acquiring the recreational services or activities). By purchasing and / or using any of the Products & Services, you will be agreeing your rights (or the rights of a person for whom or on whose behalf you are acquiring the recreational services or activities) to sue us in relation to recreational services or activities you undertake because the recreational services or activities provided were not in accordance with the guarantees **are excluded, restricted, or modified** as set out in this clause.

For recreational services or recreational activities to which the Australian Consumer Law (Commonwealth) or to which the Australian Consumer Law (NSW) applies:

- a. By agreeing to these Terms and Conditions through purchasing and / or using a Product or Service, you agree where we provide recreational services (as defined in the CCA and the Australian Consumer Law) and / or recreational activities (as that term is defined in the *Civil Liability Act 2002 (NSW)*), to the maximum extent permitted by law, we **exclude** any liability to you for death or personal injury arising out of any failure by us to comply with any consumer guarantees under the Australian Consumer Law (or any equivalent), except with respect to death or personal injury that is due to our gross negligence.
- b. For the purposes of this Section, **death or personal injury** means:
- i. Death;
 - ii. Any physical or mental injury (including the aggravation, acceleration, or recurrence of such an injury);
 - iii. The contraction, aggravation, or acceleration of a disease; and
 - iv. 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:
 - A. That is or may be harmful or disadvantageous to you or the community; or
 - B. That may result in harm or disadvantage to you or the community,that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services or activities.

You acknowledge and agree the above provision operates to exclude our liability as a result of a breach of an express or implied warranty that the recreational services will be rendered with reasonable care and skill in accordance with the *Civil Liability Act 2002 (NSW)*.

For recreational services to which the Australian Consumer Law (Victoria) applies:

Warning under the Australian Consumer Law and Fair Trading Act 2012 (Vic):

If you sign this form, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 are excluded, restricted or modified in the way set out in this form, if you are killed or injured because the services provided were not in accordance with the statutory guarantees outlined below.

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you-

- a) are rendered with due care and skill; and
- b) are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- c) might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the Australian Consumer Law and Fair Trading Act 2012, the exclusion of these statutory guarantees is brought to your attention by this form.

NOTE: The change to your rights, as set out in or on this notice, does not apply if your death or injury is due to gross negligence on the suppliers' part. **Gross negligence**, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law & Fair Trading Regulations 2012 and section 23(3)(b) of the *Australian Consumer Law & Fair Trading Act 2012*.

Exclusion of rights under the Australian Consumer Law & Fair Trading Act 2012 (Vic): By agreeing to these Terms and Conditions through purchasing and / or using a Product or Service, you agree that our liability for any death or personal injury (as defined in the *Australian Consumer Law and Fair Trading Act*

2012 (Vic)) that may be suffered by you (or a person from whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services is excluded, except with respect to death or personal injury that is due to our gross negligence.

SECTION 20: WEBSITES

81. Except as set out in and subject to your non-excludable consumer rights as set out in Section 3:
- a. **As is.** To the fullest extent permitted by law, the Websites are provided on an “as is” basis without any warranties or representations of any kind and all statutory or implied conditions or warranties of any kind relating to access to, or use of, the Websites are expressly disclaimed;
 - b. **Time / delays.** We will use reasonable endeavours to process electronic payment transactions in a timely and secure manner, but we make no warranties or representations regarding the time required to initiate or complete the processing of any transaction;
 - c. **Exclusion of our liability.** We are not liable to you for any Loss of any kind caused by any delay of the Websites or the failure of the Websites to perform operations (including but not limited to electronic payment processing) or do so correctly including, but not limited to, as a result of or in connection with:
 - i. Any delay or failure in any transmission or communication facilities;
 - ii. Any delay, failure, or malfunction of any of the Websites including but not limited to the payment facility;
 - iii. Any failure or delay caused by third parties including but not limited to internet service providers, carriers or communications service providers, financial institutions, or payments service providers;
 - iv. Delay, failure, or malfunction of computer or network equipment, telephone lines, browsers, software, mobile phones, or other handheld devices or any related equipment or facilities;
 - v. Computer viruses or other harmful data, code, components, or other material or costs associated with servicing or replacing equipment or data; or
 - vi. Any other event beyond our reasonable control;
 - d. **No warranties.** We do not warrant or represent that:
 - i. We will be able to prevent any illegal, harmful, or inappropriate access, use, modification, or alteration of any of the Websites, including but not limited to the electronic payment facility;
 - ii. We will give notice of such access, use, modification or alteration;
 - iii. Use or access to any of the Websites will be continuously available, secure, free from any defect or delay in operation or transmission, free from any virus or other harmful data, code, components, or free from communications failure, internet access difficulties, or malfunction in hardware or software;
 - iv. The Websites or any content on the Websites will meet your requirements; or
 - v. The content on any of the Websites does not infringe any third-party intellectual property rights;
 - e. **Third party links.** The Websites may provide links to third party websites and the products or services of third parties. If you use any of these links, you leave the Websites. Suppliers have not reviewed and do not control these websites and are not responsible for their content. We are not responsible and are not liable in any way for third party content provided on or through any of the Websites. If you access, use, or purchase any goods or services via third party websites, you do so at your own risk;
 - f. **Advertising links.** The Websites may from time-to-time display third party advertisements. Such advertisements may or may not contain hyperlinks to third party websites. We do not endorse or recommend the goods or services of such advertisers or their websites. If you purchase any goods or services from these third parties or visit any of their websites, you do so at your own risk; and
 - g. **Limiting access.** Suppliers may at any time:
 - i. Discontinue or limit access to any of the Websites or its content; or
 - ii. Terminate or limit your access to any of the Websites if you breach these Terms and Conditions;
82. **Copyright.** Copyright in the content and material on all the Websites is owned by us or our licensors. You may download, store, display on your computer, view, listen to, play, and print materials we publish or broadcast on the Websites or make available for free download through the Websites subject to the following:
- a. The materials may be used by you solely for your own information and evaluation purposes relating to our Products & Services;
 - b. The materials may not be modified or altered in any way; and

- c. The materials may not be redistributed or sold to other parties;
83. **Limits on use.** No content of any of the Websites may be used, reproduced, distributed, stored in an electronic or other retrieval system, adapted, uploaded to a third-party location, framed, performed in public, or transmitted in any form by any process whatsoever without our written permission except:
- a. As expressly permitted in these Terms and Conditions, or
 - b. As permitted under the *Copyright Act 1968* (Cth) or other applicable laws.
84. **Trademarks.** The Websites may contain our trademarks or logos, or the trademarks or logos of other companies or organisations, and these are proprietary to the owner(s) of such marks. No use of the trademarks or logos without our prior written permission is permitted.

SECTION 21: PRIVACY

85. **Read our Privacy Policy.** Our Privacy Policy sets out our policies on the collection and management of personal information. For information regarding the kind of personal information collected, how information is collected, the purposes for which the information is collected, and how you can access, delete, or correct personal information, please read our Privacy Policy.
86. **Accessing our Privacy Policy.** Our Privacy Policy is displayed on the Websites. You can also get a copy of our relevant Privacy Policy or contact us in relation to our Privacy Policy as follows:
- a. Write to: Privacy Officer, Perisher Blue Pty Limited, PO Box 42, Perisher Valley, NSW 2624; or
 - b. Send an e-mail to privacy@vailresorts.com.au.

SECTION 22: FORCE MAJEURE

87. **Force majeure.** To the extent permitted by law, 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 (including without limitation COVID-19), epidemic, outbreaks of infectious disease, or any other public health crisis or any governmental 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, 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.
88. **Act does not apply.** You agree the *Frustrated Contracts Act 1978* (NSW) does not apply to these Terms and Conditions. Therefore, neither party may make any Claim relying on the *Frustrated Contracts Act 1978* (NSW) in the event this contract is deemed to be frustrated.

SECTION 23: TRUSTEE LIMITATION OF LIABILITY

89. **Capacity of Perisher Blue.** Unless otherwise specifically contemplated in these Terms and Conditions, Perisher Blue only enters into these Terms and Conditions in its capacity as trustee of the Snow Trust and in no other capacity. A liability arising under or in connection with these Terms and Conditions can be enforced against Perisher Blue only to the extent to which it is actually indemnified for the liability out of the assets of the Snow Trust. The limitation of Perisher Blue's liability applies and extends to all liabilities and obligations of Perisher Blue in any way connected with any representations, warranties, conduct, omission, agreement, or transaction related to these Terms and Conditions.
90. **Sue as trustee.** Unless otherwise specifically contemplated in these Terms and Conditions, you may not sue Perisher Blue other than as trustee in respect of the Snow Trust, including seeking the appointment to Perisher Blue of a receiver (except in relation to property of the relevant trust), a liquidator, administrator, or any similar person or proving in any liquidation, administration, or arrangement of or affecting Perisher Blue (except in relation to the relevant trust).
91. **When obligations / limitations do not apply.** The provisions of clauses 89 and 90 do not apply to any obligation or liability of Perisher Blue to the extent that it is not satisfied because under the constitution or trust deed (as the case may be) of the relevant trust, or by operation of law, there is a reduction in the extent, or elimination of, Perisher Blue's right of indemnification out of the assets of the Snow Trust, or such right does not exist at all, as a result of:
- a. Having incurred the obligation or liability as a result of fraud, gross negligence, wilful default, or breach of trust by Perisher Blue; or
 - b. The failure of Perisher Blue to exercise any right of indemnity it has under the constitution or trust deed (as the

case may be) of the relevant trust in respect of that obligation or liability.

SECTION 24: GENERAL

92. **Entire agreement.** These Terms and Conditions (and where applicable, your signed waiver and release of liability) comprise the entire agreement between you and us in relation to its subject matter and supersede any prior agreement or understanding on anything connected with its subject matter.
93. **Severability.** In the event that any term or condition contained in these Terms and Conditions is unenforceable or void by operation of law or as being against public policy or for any other reason, then such term or condition shall be deemed to be severed from this contract or amended accordingly only to the extent necessary to allow all remaining terms and conditions to survive and continue as binding.
94. **Governing law.** These Terms and Conditions are governed by:
- In respect of Perisher, the laws of New South Wales, Australia; and
 - In respect of Mount Hotham and Falls Creek, the laws of Victoria, Australia.
- In respect of Perisher, you irrevocably submit to the exclusive jurisdiction of the courts of New South Wales, Australia. In respect of Mount Hotham and Falls Creek, you irrevocably submit to the exclusive jurisdiction of the courts of Victoria, Australia.
95. **Questions and complaints.** If you have any questions about your purchase or have a complaint, please promptly inform one of our resort staff so they can attempt to resolve your question or complaint or contact the applicable Supplier Contact Points. If you believe your question or complaint has not been resolved through these means, please put this in writing to us by sending an email to the applicable resort as set out herein.
96. **Dispute resolution.** If you have any issue arising out of these Terms and Conditions or in relation to purchasing or use of the Products & Services, you agree to notify us in writing and use reasonable endeavours to resolve the matter through discussions or correspondence with us before commencing any court or tribunal proceedings.

SECTION 25: SUPPLIER CONTACT POINTS

97. Requests, complaints, questions, or disputes can be made to the following contact points:
- For Perisher, info@perisher.com.au or made in person at any Perisher Ticket Office.
 - For Mount Hotham, tickets@hotham.com.au or made in person at any Mount Hotham Ticket Office.
 - For Falls Creek, info@fallscreek.net or made in person at any Falls Creek Ticket Office.

SECTION 26: INTERPRETATION

98. In these Terms and Conditions, unless the context indicates a contrary intention:
- Words denoting the singular include the plural and vice versa and a gender includes all genders;
 - Headings are for convenience only and do not affect the interpretation;
 - References to a party include that party's successors and permitted assignees;
 - References to a clause, section, or attachment is a reference to a clause, section, or attachment of or to these Terms and Conditions;
 - References to these Terms and Conditions are deemed to include the relevant document as amended, novated, supplemented, varied, or replaced from time to time;
 - A reference to any legislation (or any code) or to any section or provision of any legislation (or any code) includes any statutory modification, replacement, consolidation, amendment, or re-enactment of or any statutory provision substituted for that legislation (or code), section, or provision and ordinances, by-laws, regulations, and other statutory instruments issued under that legislation (or code), section, or provision;
 - A reference to "\$" is to Australian currency;
 - References to "day" means calendar day;
 - Where the day on or by which any thing is to be done is not a business day, that thing must be done on or by the next business day;
 - If an act or event under these Terms and Conditions is to be done by a party on or by a given day is done after 5:00 PM on that day, it is taken to be done on the next day;
 - The words "including", "includes", or other similar expressions will be read to mean "including, without limitation", "includes, without limitation", or for other similar expressions does not limit what else is included; and

- I. The term “use”, “using”, or other similar expressions will be read to mean use, participate in, engage in, make use of, or any equivalent.

ATTACHMENT A: ALPINE RESPONSIBILITY CODE

Our Alpine Responsibility Code is displayed on the following website:

<https://www.snowsafe.org.au/alpiner-esponsibility-code>