

CONTRACT FOR ALPINE COASTER ACCESS – 2024/25

RISK WARNING:

RECREATIONAL ACTIVITIES (INCLUDING USE OF ALPINE COASTER) 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 alpine coaster 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 Conditions of Use (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. 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.
3. You acknowledge that the risks associated with mountain based recreational activities are not always prominent, conspicuous or physically observable and you accept those risks nonetheless.

Limitations and exclusions of liability:

1. This section contains limitations and exclusions on our liability. Those limitations and exclusions are not intended to apply in any circumstances where the law does not permit us to do so, whether under the Competition and Consumer Act 2010 (Cth), the Civil Liability Act 2002 (NSW) or otherwise.
2. You engage in any recreational activity at your own risk.
3. Where we provide "recreational services" as defined in the Competition and Consumer Act 2010 (Cth) (which include sporting activities or similar leisure time pursuits), to the maximum extent permitted by that legislation we exclude all liability to you for personal injury (as defined below) arising out of any failure by us (or our employees or agents) to comply with any consumer guarantees applying under that legislation (including those set out in the Australian Consumer Law). For these purposes, "personal injury" means:
 - a. death;
 - b. any physical or mental injury of an individual (including the aggravation, acceleration or recurrence of such an injury);
 - c. the contraction, aggravation or acceleration of a disease of an individual; and
 - d. the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual:
 - i. that is or may be harmful or disadvantageous to an individual or community; or
 - ii. that may result in harm or disadvantage to an individual or community.
4. Where liability cannot be excluded, we limit our liability to the maximum extent permitted by law.
5. Without limiting paragraph 2 above, all warranties, representations or conditions relating to the services we provide (whether express or implied and whether arising out of contract, at common law or under statute) not set out in these Terms and Conditions of Use are excluded.
6. We are not liable to you (on any basis) for any indirect or consequential loss or damage to you.
7. However, nothing limits our liability for representations or other communications (either oral or written) made by us, where by law such liability cannot be excluded.
8. The term "including" in these Terms and Conditions of Use is not a term of limitation.

Your Alpine Coaster lift pass:

1. Your lift pass:
 - a. Is valid only for the period of usage specified to or selected by you when purchased;
 - b. Must only be used by you and only on dates for which it has been validly purchased. Passengers require a valid lift pass to access the Alpine Coaster;
 - c. Remains our property at all times and:
 - i. must not be resold or altered in any way; and
 - ii. is valid for use by the assigned pass holder only and cannot be transferred to any other person.

- iii. Any breach of these conditions will result in the cancellation of the lift pass and may invoke police action. Where we have reason to believe that a lift pass has been transferred to another person, no refund will be provided or credit payable for the purchase price of the cancelled pass, even if a portion of the pass remains unused.
- d. Must be available and produced for inspection upon request by our staff at lift access points for verification of validity. If requested by our staff, you must produce photo ID as proof that you are the valid passholder.
- e. Subject to any refund rights you have under the Australian Consumer Law, will not be refunded in whole or part if:
 - i. you do not comply with these Terms and Conditions and your lift pass is cancelled as a result;
 - ii. 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; or
 - iii. any portion of the pass is unused.
- f. May be cancelled by us at any time:
 - i. if you fail to adhere to these Terms and Conditions of Use;
 - ii. we otherwise consider appropriate in our discretion to protect our staff, customers, property and equipment, including in response to unacceptable behaviour by you that includes physical or verbal abuse towards our staff and other customers;
 - iii. if you have engaged or attempted to engage in any unlawful conduct; or
 - iv. If you have been involved in an incident where there is the potential for concussion. You are required to provide a doctor's certificate or suitable medical clearance to re-activate your pass.

Conditions of Use:

1. Drivers must be:
 - a. 8 years and older;
 - b. 1.35m in height or taller.
 - c. physically able to maintain a seated position, operate brake levers, and use safety restraints. Drivers must be seated in the rear seat and keep both hands on the brake levers and be in a position to operate them at all times;
 - d. capable of understanding and obeying all verbal and written instructions; and
 - e. assigned a valid lift pass to access the Alpine Coaster.
2. Passengers must be:
 - a. 3 years or older (Children aged 3 to 7 years may ride in two-seater sleds as a passenger with a responsible person aged 15 years and over);
 - b. shorter than driver;
 - c. physically able to maintain a seated position, hold onto front grab handle and use safety restraints. Passengers must keep their hands on the front grab handle at all times; and
 - d. assigned a valid lift pass to access the Alpine Coaster.
3. Riders must:
 - a. obey verbal and written instruction by staff;
 - b. wear suitable clothing for weather conditions;
 - c. not carry, backpacks, bulky, pointed or loose items;
 - d. maintain a distance of 25 m behind the sled in front of them as tailgating is prohibited;
 - e. look forwards and keep their upper body facing the direction of travel at all times;
 - f. not lean out of safety restraints;
 - g. not stop on the track;
 - h. observe all traffic signage and concentrate on the next section of the track (at least 25m ahead);
 - i. keep both hands on the brake levers and be in a position to operate them at all times; and
 - j. keep arms and legs in the sled during the entire ride and never touch the track or reach under the sled.
4. Total weight for sled must not exceed 150 kg
5. Accidents and damages must be reported to staff immediately.
6. Operation will cease due to adverse weather conditions such as but not limited to:
 - a. low visibility
 - b. extreme weather conditions including but not limited to:
 - i. lightning, heavy rain, hail or high winds; and
 - ii. snow and ice build-up on track; and
 - c. any other conditions which make operation unsafe.
7. Smoking is prohibited on or in the vicinity of the Alpine Coaster.
8. The use of handheld mobile phones, cameras, etc. is prohibited at all times while on the Alpine Coaster.
9. The following persons are restricted from using the Alpine Coaster:
 - a. Children under 3 years
 - b. Riders who are unable to maintain a seated position or cannot operate brake levers to control the speed of the sled due to safety reasons;
 - c. Pregnant persons; and
 - d. persons under the influence of alcohol or drugs.

MyThredbo Cards:

1. A MyThredbo Card is required for all Thredbo lift, lesson and rental products.
2. If your MyThredbo Card:
 - a. is damaged and no longer grants you access to Thredbo Facilities, a replacement MyThredbo Card will be issued to you upon request subject to payment by you of \$5.00; or
 - b. has been lost or stolen, you must immediately report this to Thredbo Guest Services on 1300 020 589 or by visiting a Thredbo Guest Services Office. You acknowledge and accept that any lift pass issued to you may be cancelled or suspended by us if an unauthorised person is found to be using it prior to you reporting it lost or stolen.

Photo Requirement:

1. A photo is required to be uploaded to your profile at the start of each season.
2. Where a photo is not updated, your purchased product/s will be suspended until your photo is updated.
 - a. To update your photo please go to shop.thredbo.com.au
 - i. Sign in and select My Account.
 - b. 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 4.30pm two days prior to the selected product start date:
 - a. Your product can be amended upon payment of the required fee. The amendment fee is \$20.00 per transactional change.
 - b. Where amended to a different pricing season, duration or product type, may require additional payment or MyMoney credit, due to the best available rate for the amended date being higher or lower.
 - c. Change requests made inside 4.30pm two days prior to the selected product start date are not accepted.
 - d. Product amendment requests may be made via phone or email as follows:
 - i. By email: guestservices_thredbo@evt.com
 - ii. By phone: 1300 020 589. Customer Support office hours are generally 8.30am to 4.30pm during the summer season.
2. Change of person is not available on lift passes.

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.

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.

PUBLICITY RELEASE

You consent and authorise us to use any and all audio, audio visual, and/or photographic recording of you/ your Child relating to the Thredbo Alpine Coaster (unless otherwise specified). If you do not consent to the use of audio, audio visual, and/or photographic recording of you / your Child, please contact guestservices_thredbo@evt.com.

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 ALPINECOASTER LIFT PASS, IN WHICH CASE YOU WILL LOSE ALL PRIVILEGES ASSOCIATED WITH SUCH PASS.