

CONTRACT FOR GUIDED HIKES – 2024/25

RISK WARNING:

RECREATIONAL ACTIVITIES (TO A LESSER DEGREE HIKING) INVOLVE A SIGNIFICANT RISK OF PHYSICAL HARM OR PERSONAL INJURY INCLUDING PERMANENT DISABILITY AND/OR DEATH TO PARTICIPANTS. ANY SUCH INJURY MAY RESULT NOT ONLY FROM YOUR ACTIONS BUT FROM THE ACTION, OMISSION OR NEGLIGENCE OF OTHERS.

Issued by Kosciuszko Thredbo Pty Ltd (referred to throughout as 'us', 'we', 'our') as operator of the Thredbo Alpine Resort ('Resort' or 'Thredbo').

TERMS AND CONDITIONS OF USE

By using your 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 including 4WD Tours 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 direction provided by our trained guides and conduct yourself in a safe, responsible and controlled manner at all times.
2. You must provide proof of a valid full drivers licence prior to departure. Probationary drivers not permitted.
3. You must read and comply with all signs and follow all directions given by us and our staff, and by any public health official or law enforcement officer.
4. You acknowledge that the risks associated with recreational activities such as these 4WD Tours 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 Guided Hike:

1. Your Guided Hike:
 - a. Is valid only for the period of usage specified to or selected by you when purchased.
 - b. Must only be used by you and only on dates for which it has been validly purchased.
 - c. Remains 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 Guided Hike purchased and may invoke police action. Where we have reason to believe that a Guided Hike 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 for verification of validity. If requested by our staff, you must produce photo ID as proof that you are the valid participant.
- 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 Guided Hike 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 and the Hiking Responsibility Code;
 - ii. we otherwise consider appropriate in our discretion to protect our staff, customers, property and equipment, including in response to unacceptable behaviour by you that includes physical or verbal abuse towards our staff and other customers;
 - iii. if you have engaged or attempted to engage in any unlawful conduct; or
 - iv. If you have been involved in an incident where there is the potential for concussion. You are required to provide a doctor's certificate or suitable medical clearance to re-activate your product purchased

Guided Hike Cancellation Policy:

1. Thredbo Guided Hikes reserves the right to cancel a hike at any time.
2. This may be due to but not limited to any of the following:
 - a. Lightning
 - b. Winds over 70km/hour
 - c. Extreme weather conditions: fire, rain, hail or snow
 - d. Poor air quality
 - e. Medical incident
3. In the event that a hike is cancelled prior to the commencement date, a full refund will be issued. No refund will be issued if the hike is cancelled or the goal of the hike is not met during the activity.

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.

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.

HIKING RESPONSIBILITY CODE:

For your safety it is critical to understand weather and conditions may change rapidly and to be prepared for these possibilities to reduce the risk of exposure and rescues. Assess and know if your hike is within our Thredbo leasehold area or outside, understand it may be a prolonged period of time before help can reach remote locations. To preserve and conserve the longevity of the hiking terrain for others it is each individual's responsibility to follow the Leave No Trace principles.

OBSERVE THE CODE AND SHARE WITH OTHERS THE RESPONSIBILITY FOR A GREAT EXPERIENCE

- If observed extreme weather conditions in forecast reconsider and reevaluate hiking. Utilise common sense if extreme high, low temperatures, wind, snow, hail and thunderstorms will impact the hike.
- Take sufficient water, sun and weather protection into the alpine environment as no water refill stations are available, shaded areas are minimal and shelters are remote.
- Be prepared to turn back; weather changes, fatigue, unexpected conditions and running out of time, you can always come back another day.
- Protect water sources; avoid damaging or altering precious and limited alpine streams and lakes through human activities. This includes swimming.
- Do not stop where you obstruct MTB tracks or vehicle access roads or are not visible from above.

- Observe and obey all signs and warnings.
- Avoid walking alone and let someone know your plans. Trip Intention Forms can be submitted through the NSW National Parks and Wildlife Services website.
- Leave No Trace.
 - Plan ahead and prepare.
 - Travel on durable surfaces – remain on designated walking tracks or travel on surfaces which can tolerate trampling. Much of the alpine ecosystem is fragile and cannot recover from trampling.
 - Dispose of all waste properly – no bins are located on hiking trails; all waste is to be disposed in appropriate locations across Thredbo village.
 - Leave what you find – do not pick or remove anything natural.
 - Respect wildlife – appreciate wildlife through quiet and observation from afar.
 - Minimise campfire impacts, understand and be aware of fire restrictions/bans.
 - Be considerate of hosts and other visitors – remain on left hand side of hiking trails to allow for 2-way traffic and others to pass. Do not play music aloud when hiking.

If you are found to have acted in a Dangerous Manner or to be in a closed area, your Pass may be suspended or cancelled by us as outlined below:

Season Pass

- First Instance: Season Pass is Suspended for a period of 7 consecutive days.
- Second Instance: Season Pass is Suspended for a period of 30 consecutive days.
- Third Instance: Cancellation of Season Pass. Pass Holder is Suspended from using Thredbo Lifts for the remainder of the summer season.

Date-Based Lift Pass

- First Instance: Cancellation of remaining validity of Date-Based Lift Pass. Pass Holder is Suspended from using and receiving the benefits of the Pass for a period of 7 consecutive days.
- Second Instance: Cancellation of remaining validity of Date-based Lift Pass. Pass Holder is Suspended from using and receiving the benefits of the Pass for a period of 30 consecutive days
- Third Instance: Cancellation of remaining validity of the Date Based Lift Pass. Pass Holder is Suspended from using and receiving the benefits of the Pass for the remainder of the summer season.

Terms used in this Responsibility Code have the following meanings:

- **Cancellation** means the applicable Pass assigned to the Pass Holder is cancelled with no refund or transfer of unused days;
- **Closed Area** means any area that we have restricted access to from time to time;
- **Dangerous Manner** means a failure to observe and adhere to the Hiking Responsibility Code or Mountain Biking Responsibility Code, as amended by us from time to time;
- **Pass** means either:
 - a **Date-Based Lift Pass** (being a lift pass for a specified date and duration during the 2024/25 summer season); or
 - a **Season Pass** (being a lift pass for the whole of the 2024/25 summer season), purchased by or for the Pass Holder;
- **Pass Holder** means the person using and assigned to the applicable Pass; and
- **Suspended** means the Pass Holder is unable to use and receive the benefits of a Pass.

THREDBO DRONE POLICY:

To maximise safety for staff, customers, property and equipment, we prohibit the unauthorised operation or use of any remotely piloted aircraft or any form of aerial drones (whether by recreational or commercial users) within the Resort area without our approval.

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 Guided Hikes (unless otherwise specified). If you do not consent to the use of audio, audio visual, and/or photographic cording 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 GUIDED HIKE, IN WHICH CASE YOU WILL LOSE ALL PRIVILEGES ASSOCIATED WITH THE GUIDED HIKE.