

CONTRACT FOR MTB BIKE AND EQUIPMENT RENTAL – 2024/25

RISK WARNING:

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

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

TERMS AND CONDITIONS OF USE

By using your lift pass or accessing the Resort you acknowledge that you have read and understood, and agree to be bound by, these Terms and Conditions of Use. Any adults who are parents or guardians of children who are unable to accept these Terms and Conditions of Use in their own capacity, do so on their behalf and must ensure they comply with them. Separate and additional terms and conditions may apply to the use of some of our facilities, equipment and services.

These Terms and Conditions of Use refer to various rights that may be exercised in our discretion, and the discretion of our staff. Mountain based recreational activities can be dangerous, and as a result we need the right to do so. We will, however, endeavour to ensure those rights are exercised in accordance with all applicable laws, and having regard to the need to protect staff, customers, property and equipment.

General provisions:

1. You must observe the Mountain Bike Responsibility Code & Hiking Responsibility Code (as set out below, and as may be updated in our discretion by notices displayed throughout the Resort) and conduct yourself in a safe, responsible and controlled manner at all times.
2. The use of any mountain sport equipment or devices, whether recreational or otherwise, other than mountain bikes when (or other equipment we approve in our discretion) is not permitted within the Resort boundary.
3. You must read and comply with all signs and follow all directions given by us and our staff, and by any public health official or law enforcement officer.
4. You acknowledge that the risks associated with mountain based recreational activities are not always prominent, conspicuous or physically observable and you accept those risks nonetheless.

Limitations and exclusions of liability:

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

Equipment Rental Conditions:

1. You acknowledge and agree that:
 - a. You have rented the equipment as selected by or requested by you from us subject to these Conditions of Rental;

- b. this Agreement is personal to me and shall not be assigned to any other person and no equipment rented may be lent, sub-rented, transferred or otherwise dealt with in any manner whatsoever without our prior written consent;
 - c. You have inspected the equipment carefully before renting and that the equipment rented:
 - i. has been supplied and adjusted as required by you; and
 - ii. is in good repair and free of defects;
 - d. if you have rented:
 - i. a Mountain Bike with appropriate braking and safety mechanisms this may not prevent injury or death, nor is it possible to predict every situation, and it is, therefore, no guarantee of safety; and
 - ii. a helmet or protective equipment – no helmet or other piece of protective equipment can protect the user from all foreseeable impacts and its use cannot guarantee your safety and this may not prevent injury or death ; and
 - iii. a storage locker – loss or theft of your property may occur due to circumstances beyond our reasonable control;
 - e. all equipment rented and used is at your own risk;
 - f. rental equipment is non-transferrable to another date, person or season; and
 - g. no refund or part thereof will be given for early return of rental equipment or for change of mind.
2. You agree:
- a. to compensate us for our loss (up to the full reinstatement value of the equipment) if (i) the equipment is not returned whether due to loss, theft or any other reason beyond the Hirer's reasonable control or (ii) if the equipment is damaged (other than reasonable wear and tear) during the period of rental (whether such damage occurred while it was in the Hirer's possession or not) or (iii) where the equipment rented suffers damage from improper use (e.g. Enduro bike ridden on Thredbo Downhill Track);
 - b. to pay on a daily rental rate for all goods and equipment which you do not return on or before the last day of the renting period. Applicable charges below per late day:
 - i. Downhill Mountain Bike - \$132
 - ii. Enduro Mountain Bike - \$132
 - iii. Enduro Mountain Bike – 20" & 24" - \$122
 - iv. Village Mountain Bike – full Size - \$85
 - v. Village Mountain Bike – 20" & 24" - \$65
 - vi. Single Accessories: Helmet, Elbow Pads, Knee Pads, Pressure Suit - \$16
 - vii. Packaged Accessories - \$21;
 - c. that your equipment rental may be cancelled by us at any time:
 - i. if you fail to adhere to these Terms and Conditions of Use, which include the Mountain Bike Responsibility Code; or
 - ii. if we otherwise consider appropriate on reasonable grounds 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 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 reactivate your rental; and
 - d. that subject to KT providing 7 business days' notice of its intention to do so, the credit card used in this transaction will be charged for any amount owing to KT under subclauses (a) or (b) above.

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 8.00am to 5.00pm during the winter 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.

SUMMER 2024/25 RESPONSIBILITY CODE:

Mountain Bike Responsibility Code:

Regardless of how you enjoy your mountain bike sport always show courtesy to others and be aware that there are inherent risks in all mountain bike recreational activities. Common sense, protective equipment and personal awareness can reduce risk. These risks may include, but are not limited to weather, visibility, surfaces as well as natural and artificial hazards such as rocks, trees, stumps, vehicles, lift towers fences and other Thredbo Resort equipment.

MINIMUM BIKE REQUIREMENTS

- 2 working brakes (disc brakes highly recommended)
- Front Suspension (dual suspension highly recommended)
- Tyres must be at least 1.9” wide
- Remove mudguards longer than 25cm
- No tandem bikes
- No baby carriers

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

- Take lessons to learn and progress.
- Helmets are mandatory. Full-face helmets are highly recommended on all trails.
- Before using lifts, have the ability to load, ride and unload yourself and your bike safely. Always use restraining devices.
- Do not ride lifts or undertake any form of mountain biking if your ability is impaired by drugs or alcohol.
- Know your ability. Always stay in control on the ground and in the air. Avoid other people and objects around you.
- Obey all signage. Stay on marked trails. Do not cut switchbacks. Keep off closed areas.
- Observe all Walking Zones. Dismount your bike and walk.
- When entering a trail or starting downhill, look uphill and give way to other riders.
- Do not stop where you obstruct the trail or are not visible from above.
- Assist others if you are involved in or witness a collision or accident. Identify yourself to Bike Patrol or staff member.
- Uphill biking is not permitted on Downhill trails or mountain roads at any time due to risk of collisions with machinery or vehicles.

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.

E-BIKE POLICY

Thredbo Resort welcomes riders to use E- Bikes on designated trails within the Thredbo Mountain Bike Park, which includes our Gravity Trails accessed via the chairlift with a valid pass as well as our various Cross-Country Trails on the Valley floor and lower mountain. To ensure the safety of other riders the following restrictions will apply:

- E-Bikes are allowed to access our gravity trails via the chairlift only for use in one direction from top to bottom on designated trails.
- Due to inherent risk of interaction with plant, machinery or vehicles uphill biking is not permitted in Thredbo outside of designated village trails. Uphill biking is not permitted on Downhill trails or mountain roads at any time.
- E-Bikes and all other mountain bikes are strictly not permitted on resort mountain access roads.
- E-Bikes can only be pedal assist (which means no twisting throttle).
- E-Bikes must be no more than 30kg in weight, riders must be able to load them onto chairlifts unaided.

THREDBO DRONE POLICY:

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

FORCE MAJEURE:

To the extent permitted by law, and subject to Thredbo's Cancellation Policy, we will not be liable to you for any loss or damage (whether direct or consequential), nor be in default under these Terms and Conditions, for failure to observe or perform any of our obligations under these Terms and Conditions for any reason or cause which could not, with reasonable diligence, be controlled or prevented. These reasons or causes include any act of God, strike, lockout or other industrial disturbance or labour difficulty, act of public enemy, war

(whether declared or not), blockade, revolution, riot, insurrection, civil commotion, pandemic, epidemic, outbreaks of infectious disease or any other public health crisis or any governmental orders or measures imposed to address such public health crisis, including quarantine or any other social restrictions, lightning, storm, flood, fire, earthquake or any other natural disaster or extreme weather condition, explosion, any action, inaction, demand, order, restraint, restriction, change in law, requirement, prevention, frustration or hindrance by or of any person, government or competent authority, embargoes, unavailability of any essential equipment, chemicals or other materials, unavoidable accident, lack of transportation and any other cause whether specifically referred to above or otherwise which is not within our reasonable control.

PRIVACY STATEMENT

We collect, store and use the personal information which you provide to us in accordance with our Privacy Policy available at <https://www.thredbo.com.au/privacy-policy/>

IF YOU BREACH ANY OF THESE TERMS AND CONDITIONS WE MAY REQUIRE YOU TO FORFEIT YOUR LIFT AND RESORT ACCESS, IN WHICH CASE YOU WILL LOSE ALL PRIVILEGES ASSOCIATED WITH YOUR LIFT PASS.