



## 2016/17 Thredbo 365 Terms & Conditions of Use:

### PRODUCT FEATURES:

- Winter 2017 lift access, valid from 10 June 2017 to 2 October 2017.
- Thredbo MTB access for 2016/17 season. Excludes lift access when MTB Events are being held.
- Summer scenic chairlift, 1 round of golf per day, 1 hour tennis court hire per day & bobsled access valid from 4 October 2016 to 3 October 2017. Equipment rental excluded.
- Thredbo Leisure Centre access valid 4 October 2016 to 3 October 2017. Fitness classes, inflatables and hire equipment, ACE Facility excluded. Members rates for fitness classes available.

**Thredbo 365 Pass must be paid in full to access Product features.**

### MOUNTAIN COLLECTIVE BENEFIT:

- **Mountain Collective Benefits** full member season pass holder benefit valid 4 October 2016 to 3 October 2017
- Unlimited 50 per cent off day passes at all full member Mountain Collective resorts for the whole of the North American 2016/17 snow season with no blackout dates.
- 50% off the one day window ticket rate available at the affiliate member resorts of Hakuba and Valle Nevado. Limit of 5 per person.

**Thredbo 365 Pass must be paid in full to access Mountain Collective benefits.**

### AGE VALIDATION:

- You may buy the Thredbo 365 Pass, which is relevant for your age as at 10 June 2017, and suitable age identification (e.g. birth certificate, driver's licence etc) is required for children, students and seniors.
- A Adult pass is valid for anyone aged 18 to 64 years as at 10 June 2017.
- A child pass is valid for anyone aged 5 – 17 years as at 10 June 2017.
- A Over 65 pass is valid for anyone over 65 as at 10 June 2017.
- A Over 70 pass is valid for anyone aged 70 years and over as at 10 June 2017.

### CONDITIONS OF USE:

1. Your 2016/17 Thredbo 365 Pass is only valid for the period stated above.
2. Your 2016/17 Thredbo 365 Pass is required to be loaded onto a MyThredbo Pass. MyThredbo Pass is available via the Thredbo eStore or at any Thredbo Guest Services for a fee of \$5.00.
3. Your 2016/17 Thredbo 365 Pass and any benefits associated are not valid until your 2016/17 Thredbo 365 Pass is paid in full.
4. Your 2016/17 Thredbo 365 Pass is for your personal use only and is non-transferable to any other person.
5. Your 2016/17 Thredbo 365 Pass is non-refundable. (Except for where you have bought Thredbo Season Pass Protection and only in accordance with the Thredbo Season Pass Protection terms and conditions.)
6. Your 2016/17 Thredbo 365 Pass is non-transferrable to another year.
7. Your 2016/17 Thredbo 365 Pass may be cancelled at any time KT considers appropriate to protect its staff, customers, property and equipment.
8. If you are employed by Kosciuszko Thredbo Pty Limited (KT), you are not entitled to a refund. (except for where you have bought Thredbo Season Pass Protection and only in accordance with the Thredbo Season Pass Protection terms and conditions.)
9. By purchasing the 2016/17 Thredbo 365 Pass you agree to immediately pay Kosciuszko Thredbo Pty Limited (KT) a \$500 penalty if someone other than you, uses your 2016/17 Thredbo 365 Pass whether you are aware of the misuse or not.
10. You acknowledge and accept that you are liable for any misuse that occurs while your 2016/17 Thredbo 365 Pass is not in your possession unless you have already reported to KT your 2016/17 Thredbo 365 Pass lost/stolen prior to the misuse occurring. You acknowledge and accept that you may lose your 2016/17 Thredbo 365 Pass privileges if another person is caught using your pass prior to you reporting your pass lost or stolen.
11. You are responsible for immediately reporting to KT if your MyThredbo Card is lost, stolen or damaged by reporting the circumstances to any Thredbo Guest Services Office or calling (02) 6459 4151 during business hours. In these circumstances or if you forget to bring your MyThredbo Card you can visit a Thredbo Guest Services Office where, upon presentation of valid ID, our staff can reissue your MyThredbo Card at the cost of \$4.00 per reissue.
12. Thredbo reserves the right to change the terms and conditions applying to the 2016 Thredbo Winter Pass. Notification of changes to terms and conditions will be made to all 2016/17 Thredbo 365 Pass Holders via the Thredbo website [www.thredbo.com.au](http://www.thredbo.com.au), where the current version of the terms and conditions may be viewed at any time.
13. You acknowledge that you will observe the Alpine Responsibility Code as set out on the rear of this application and conduct yourself in a safe and controlled manner at all times.
14. You must read all signs and follow directions given by us, our employees and agents.
15. Does not entitle you to provide or receive ski or snowboard instruction except where provided by KT, its employees or agents;

16. You acknowledge that the risks associated with snow based recreational activities are not always prominent, conspicuous or physically observable.
17. You engage in any recreational activity at your own risk and you acknowledge that except by the extent that the law, including the Competition and Consumer Act 2010 provides that liability cannot be excluded, we are not liable for any breach of warranty that the services we provide will be provided with reasonable care and skill.
18. You acknowledge that we provide "recreational services" as defined in the Competition and Consumer Act 2010.
  - a. To the maximum extent permitted by this Act, we exclude liability to you for:
    - a) death;
    - b) personal injury;
    - c) the contraction, aggravation or acceleration of a disease; 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,
  - c. arising out of any failure by us, our employees or agents to comply with any consumer guarantees applying to the services.
19. We make no warranties in relation to the services to be provided. Without limiting paragraph 14 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) are to the maximum extent permitted by law expressly excluded and you acknowledge that our liability under any statutory right or any condition or warranty implied by the Competition and Consumer Act 2010 which cannot be excluded, is limited at our option to the resupply of the services or the payment of the cost of having the services supplied again.
20. Except to the extent of the law, including the Competition and Consumer Act 2010 provides that liability cannot be excluded, you acknowledge that we are not liable to you for any loss, damage, injury or any incidental, indirect, special, consequential or economic loss or damage (including loss of opportunities, exemplary or punitive damages) whether to person or to property and whether arising from default, negligence, misconduct or otherwise by us, our employees or our agents and you indemnify us against all claims.
21. I have read and understood the pass Terms and Conditions of Use and the Alpine Responsibility Code, as set out with this application. If the pass is used by me in connection with performing the duties of my employment with KT as may be required by KT then my engagement in any required activity or use of any facility is subject to the normal protections applying to my employment. For the avoidance of doubt however, the conditions specified in paragraphs 7, 8 and 9 above will apply to any use of the Pass that enables my use of any facility or engagement in any activity which is for my own recreational use.
22. I hereby unconditionally assign to KT all right title and interest I/My Child may have in any and all audio, audio visual and/or photographic recording of me/My Child and grant to KT permission to use, display, licence, sell and publish or otherwise deal with the audio, audio visual and/or photographic recording of me/My Child, including for the purpose of advertisement, promotion or otherwise. I further agree that any such recording(s) shall remain the exclusive property of KT.

**FAILURE TO COMPLY WITH ANY OF THE CONDITIONS OF THIS 2016/17 THREDBO 365 PASS OR TO OBSERVE THE ALPINE RESPONSIBILITY CODE MAY REQUIRE YOU TO FORFEIT THE 2016/17 THREDBO 365 PASS AND YOU WILL LOSE ALL PRIVILEGES ASSOCIATED WITH THIS 2016/17 THREDBO 365 PASS.**

Note: You MUST provide supporting documentation for all Full Time Tertiary Student 2016/17 Thredbo 365 Passes. Official proof of your attendance is required. Tertiary Students must supply a copy of a valid full time tertiary ID confirming full time enrolled status. If ID card does not state full time, further documentation is required to verify full time enrolment. Your order will not be processed until we receive this documentation.

I hereby warrant that I have read and understood the above Terms and Conditions of 2016/17 Thredbo 365 Pass Use and the Alpine Responsibility Code