

# 2015/16 Thredbo 365 Terms & Conditions of Use

## PRODUCT FEATURES:

- Winter 2016 lift access, valid from 11 June 2016 to 3 October 2016.
- Thredbo MTB access for 2015/16 season.
- Summer scenic chairlift, 1 round of golf per day, 1 hour tennis court hire per day & bobsled access valid from 6 October 2015 to 3 October 2016. Equipment Rental Excluded.  
**Due to construction of new tennis courts, access to court hire is available from late December 2015 onwards.**
- Thredbo Leisure Centre access valid 6 October 2015 to 3 October 2016. 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** for the 2015/16 Northern Hemisphere season.
- Unlimited 50 per cent off day passes at all full member Mountain Collective resorts for the whole of the North American 2015/16 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 1 June 2016, 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 1 June 2016.
- A child pass is valid for anyone aged 5 – 17 years as at 1 June 2016.
- A Over 65 pass is valid for anyone over 65 as at 1 June 2016.
- A Over 70 pass is valid for anyone aged 70 years and over as at 1 June 2016.

## TO OBTAIN THE TERTIARY STUDENT THREDBO 365 PASS, YOU MUST MEET THE CRITERIA SET OUT BELOW:

1. You re a Full Time Tertiary Student attending an accredited tertiary institution or University for 2016.
2. You are registered as a full time student at an accredited tertiary institution or University for 2016, with documentation proving full time attendance in 2016.
3. You can provide an official signed letter from school registrar stating full-time status at an accredited tertiary institution or university to activate our season pass, upon making final payment.
4. You are not completing online or distance education.
5. Full Time tertiary students not attending in 2016 are not valid for the tertiary student rate.

**If you purchase a Tertiary Student Thredbo 365 and cannot provide appropriate supporting documentation, the amount paid for will be credited back to you in the form of MyMoney to be used on products with pricing from the date of credit.**

**EG: You are not entitled to an Adult Thredbo 365 Pass at the rate when you purchased the Tertiary Student Thredbo 365 Pass, but the rate applicable at the time of the credit.**

## TERMS & CONDITIONS OF USE:

1. Your Thredbo 365 Pass is only valid for the period stated above.
2. Your Thredbo 365 Pass and any benefits associates are not valid until your Thredbo 365 Pass is paid in full. This includes Mountain Collective Benefits.
3. Your Thredbo 365 Pass is for your personal use only and is non-transferable to any other person
4. Your 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.)
5. Your Thredbo 365 Pass is non-transferrable to another year.
6. 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.)
7. By purchasing the Thredbo 365 Pass you agree to immediately pay Kosciuszko Thredbo Pty Limited (KT) a \$500 penalty if someone other than you, uses your Thredbo 365 Pass whether you are aware of the misuse or not.
8. You acknowledge and accept that you are liable for any misuse that occurs while your Thredbo 365 Pass is not in your possession unless you have already reported to KT your Thredbo 365 Pass lost/stolen prior to the misuse occurring. You acknowledge and accept that you may lose your Thredbo 365 Pass privileges if another person is caught using your pass prior to you reporting your pass lost or stolen.
9. You are responsible for immediately reporting to KT if your Thredbo 365 Pass is lost, stolen or damaged by reporting the circumstances to any Thredbo Lift Pass Office or calling (02) 6459 4151 during business hours. In these circumstances or if you forget to bring your Thredbo 365 Pass you can visit a Thredbo Lift Pass Office where, upon presentation of valid ID, our staff can reissue your Thredbo 365 Pass at the cost of \$5.00 per reissue.
10. Thredbo reserves the right to change the terms and conditions applying to the Thredbo 365 Pass. Notification of changes to terms and conditions will be made to all 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.
11. 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.
12. You must read all signs and follow directions given by us, our employees and agents.

13. You acknowledge that the risks associated with snow based recreational activities are not always prominent, conspicuous or physically observable.
14. 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.
15. You acknowledge that we provide "recreational services" as defined in the Competition and Consumer Act 2010. 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,
 arising out of any failure by us, our employees or agents to comply with any consumer guarantees applying to the services.
16. 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.
17. 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.
18. 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.

## **ADDITIONAL TERMS AND CONDITIONS:**

### **BRING A BEGINNER OFFER:**

**The 2015/16 Thredbo 365 includes the additional offer of the following:**

**Two (2) x 1 Day Thredbo 365 Friday Flat Beginner Package and Rental.**

- 1 Day Friday Flat Lift access. Access to the Beginner bowl, Easy Does It Chairlift, Snow Runner #2 and the Burrow.
- 1 x 2 Hour Beginner Lesson for Adults or 1 x 3 Hour Lesson for Freeriders (7 to 12 years) and Teens (13 to 17 years)
- 1 Day Sport Range Skis, Poles and Boots or Snowboard and Boots.

**The following terms and conditions are related to his offer:**

1. 2015/16 Bring a Beginner Offer is only available to new guests at Thredbo. If you are an existing guest at Thredbo, you are not entitled to the Bring a Beginner Offer. Thredbo 365 Pass holder must be present to redeem vouchers.
2. 2015/16 Bring a Beginner Offer is limited to one per person. A single guest cannot use two (2) vouchers.
3. 2015/16 Bring a Beginner Offer is limited to Friday Flat only. No access to the upper mountain lifts available on this product.
4. Offer void if pass has been credited/ refunded per Thredbo Season Pass Protection terms and conditions.

### **EVENT CINEMAS OFFER:**

**The 2015/16 Thredbo 365 includes the additional offer of the following:**

**Two (2) x Double Passes to Event Cinemas.**

**The following terms and conditions are related to his offer:**

1. This eVoucher is only valid for use at Event, Greater Union or BCC cinema sessions.
2. This eVoucher is not available for use at Skyline Drive In, Moonlight Cinema or Village Cinemas.
3. This eVoucher is valid for 2 x Adult or Student admission to the same standard movie session. It cannot be split for separate entry to a different movie, cinema, date or time.
4. The onus is on the holder to use the eVoucher on or before the specified expiry date. After this period the barcode becomes void and cannot be used.
5. This eVoucher does not guarantee a seat - seating is subject to availability.
6. Book your seats online at [www.eventcinemas.com.au](http://www.eventcinemas.com.au). Booking fees apply or
7. Take a printed copy of the emailed eVoucher to, or display emailed eVoucher on your smartphone at cinema box office.
8. Once the barcode has been used it becomes void. Barcodes cannot be used more than once.
9. Treat the eVoucher barcode and PIN details like you would cash.
10. Surcharges apply to upgrade the cinema experience to Vmax and 3D and must be paid at the same time as redeeming the eVoucher. Glasses sold separately.
11. Not valid for use for Gold Class, group bookings, marathon or alternate content/special event screenings where the price of admission is greater than a standard admission. Not valid with any other promotion.
12. eVouchers are sold with the understanding that they will not be replaced or exchanged. No refunds given except those required by law. No date extensions available. No change given.
13. This eVoucher cannot be transferred or sold without the prior written permission of The Greater Union Organisation Pty Limited.

14. Any use of the company name, images or logos must have the prior written consent of the Greater Union Organisation Pty Limited.
15. Standard classifications apply.
16. Valid for use in Australia only. We reserve the right to change any terms contained in these Terms & Conditions at any time.

**THREDBO SPORTS SAVE 10% OFFER:**

**The 2015/16 Thredbo 365 includes the additional offer of the following:**

**Save 10% at Thredbo Sports Retail.**

- Save 10% off the full retail rate at Thredbo Sports; Valley Terminal, Friday Flat, Heads Up and Rossignol Demo Centre.

**The following terms and conditions are related to his offer:**

1. Saving is off the full retail rate.
2. Discounted items are excluded from this offer.
3. Go Pro excluded from this offer.
4. Discount only available from 6 October 2015 to 3 October 2016.
5. Discount active when pass is paid in full.
6. Discount void if pass has been credited/ refunded per Thredbo Season Pass Protection terms and conditions.

**IF YOU BREACH ANY OF THE CONDITIONS OF THIS THREDBO 365 PASS WE MAY REQUIRE YOU TO FORFEIT THE THREDBO 365 PASS AND YOU WILL LOSE ALL PRIVILEGES ASSOCIATED WITH THIS THREDBO 365 PASS.**