

2017 Thredbo Seasonal Program Protection Terms and Conditions



1. Thredbo 2017 Seasonal Program Protection (**Refund Protection**) is subject to the terms and conditions below which are to be read in conjunction with all other notices and signs that Kosciuszko Thredbo Pty Ltd (**KT**) may from time to time publish or display relating to Refund Protection.
 - a. Any person who buys a 2017 Thredbo Seasonal Snow Sports Program: Little Rippers, Shred Crew or Development Squad may purchase Refund Protection.
 - b. Seasonal Program Refund Protection is unique to the Little Rippers, Shred Crew or Development Squad for which it is purchased and does not apply to any other Snow Sports Program and only applies to the Thredbo Seasonal Snow Sports Program: Little Rippers, Shred Crew or Development Squad purchased for the 2017 ski season.
 - c. Refund Protection only provides for a refund due to Injury, Medical Circumstance or other Occurrence in accordance with these terms and conditions and not for any other reason (refer to the definitions listed at Clause 1 (O) below).
 - d. Refund Protection is NOT transferable and cannot be sold or exchanged.
 - e. The Refund Protection amount is not refundable.
 - f. The maximum refund amount of Refund Protection shall not exceed the full purchase amount of the Thredbo Seasonal Snow Sports Program: Little Rippers, Shred Crew or Development Squad.
 - g. If a refund claim is made prior to the Final Payment under the 2017 Seasonal Program Payment Plan, the refund will consist of a refund of monies actually paid, excluding Refund Protection paid, and cancellation of the Final Payment. EG: \$99.00 deposit paid will be refunded.
 - h. With respect to an Injury or Medical Circumstance of the Thredbo Seasonal Snow Sports Program: Little Rippers, Shred Crew or Development Squad, a Doctor must in a medical certificate recommend that due to the severity of the Injury or Medical Circumstance, it is Medically Necessary that the 2017 Thredbo Seasonal Snow Sports Program: Little Rippers, Shred Crew or Development participant not Ski for the remainder of the ski season for which the Season Pass was purchased. A copy of the Doctor's medical certificate must be provided to KT.
 - i. The 2017 Thredbo Seasonal Snow Sports Program: Little Rippers, Shred Crew or Development participant must apply to KT for a refund (refer to Clause 1(p) for contact details) as soon as is reasonably practical after the occurrence of the Injury or the onset of the Medical Circumstance or the Occurrence.
 - j. **The Refund Protection amount will be:**
 - i. **Calculated on a pro Rata basis, based off the purchase price minus the daily rate of the days participated in the Thredbo Snow Sports Seasonal Program.**
EG: 11 Day Program purchased at \$1100.00
Daily Rate Calculated: \$1000.00 (purchase price)/11 (program duration)= \$110.00
Days participated: 6
Refund amount: \$1100.00 - \$660.00 = \$440.00
 - ii. **No refund will be issued for part day attendance, irrespective of what time the injury occurred,**
 - iii. **Refund will not exceed the purchase price**
 - k. 2017 Thredbo Seasonal Snow Sports Program: Little Rippers, Shred Crew or Development Squad will be deactivated and cannot be reactivated for the relevant year once a refund has taken place. Where a refund of a 2017 Thredbo Seasonal Snow Sports Program: Little Rippers, Shred Crew or Development Squad is made in accordance with these terms and conditions, the 2017 Thredbo Seasonal Snow Sports Program: Little Rippers, Shred Crew or Development participant will be considered to remain in the Thredbo 2017 Season Pass program and eligible to buy a Thredbo Seasonal Snow Sports Program: Little Rippers, Shred Crew or Development participant's in future years.
 - l. Refund Protection coverage is not payable in any circumstances resulting in whole or in part from:
 - i. The 2017 Thredbo Seasonal Snow Sports Program: Little Rippers, Shred Crew or Development participant's commission of or attempt to commit a crime;
 - ii. Business interruption of Thredbo Ski Resort due to circumstances beyond KT's control;
 - iii. Elective or cosmetic surgery;
 - iv. Injury or Medical Circumstance arising from alcohol or drug abuse;
 - v. Violation of any of these Terms and Conditions;
 - vi. Violation of "The Alpine Responsibility Code";
 - vii. Lack of snow.
 - m. Refund Protection will only be activated when KT has confirmation that it has received full payment for the 2017 Thredbo Seasonal Snow Sports Program: Little Rippers, Shred Crew or Development and Refund Protection. Refund Protection will begin at 12:01 a.m. on the date that Thredbo declares the 2017 ski season open or on 10 June 2017, whichever is the earlier.
 - n. Refund Protection coverage ends at;
 - i. 11:59:59 p.m. on Monday 2 October 2017; or
 - ii. The date when a refund made in accordance with these terms and conditions is finally processed.
 - o. Definitions;
 - i. **2017 Ski Season** – means the period starting 10 June 2017 and ending on 2 October 2017.
 - ii. **Daily Rate** – means program purchase price divided by program duration.
 - iii. **Days Participated** – means a minimum of one days participation in the Thredbo Seasonal Program purchased.
 - iv. **Doctor** - means a licensed medical practitioner within the scope of his or her license who is not the Season Pass Holder and who is not a person who is related to the Season Pass Holder by blood, marriage or defacto living arrangement.
 - v. **Injury** - means bodily injury which is sustained as a direct result of an unintended, unanticipated accident that occurs while the 2017 Thredbo Seasonal Snow Sports Program: Little Rippers, Shred Crew or Development participant's coverage under Refund Protection is in force. Injury will also include circumstances where an Injury occurs to a dependent person where the 2017 Thredbo Seasonal Snow Sports Program: Little Rippers, Shred Crew or Development participant's must provide primary care for that dependent person.

- vi. **Medical Circumstance** means an illness or disease that requires treatment by a Doctor, or pregnancy or a relocation which is Medically Necessary.
- vii. **Medically Necessary** - means the Doctor's recommendation is consistent with the symptoms, diagnosis and treatment of the 2017 Thredbo Seasonal Snow Sports Program: Little Rippers, Shred Crew or Development participant's condition; is appropriate with regard to standards of good medical practice; and is not primarily for the convenience of the 2017 Thredbo Seasonal Snow Sports Program: Little Rippers, Shred Crew or Development participant.
- viii. **Occurrence** means verifiable, international relocation. It is the responsibility of the 2017 Thredbo Seasonal Snow Sports Program: Little Rippers, Shred Crew or Development participant making the application to substantiate the Occurrence to KT's reasonable satisfaction, which will be determined in accordance with Clause 1(q) below.
- ix. **2017 Thredbo Seasonal Snow Sports Program: Little Rippers, Shred Crew or Development participant**- means an individual who buys or in whose name a 2017 Thredbo Seasonal Snow Sports Program: Little Rippers, Shred Crew or Development Squad been bought from KT.
- x. **Skiing/Ski** - means alpine skiing, telemark skiing or snowboarding.
- p. Refund requests may be made in person or email to KT as follows.
 - i. If in person, the refund request must be made at a Thredbo Guest Services Office. Office hours are generally 8:00 a.m. through 5:00 p.m. daily during the ski season.
 - ii. By email to: estore@thredbo.com.au
 - iii. Refund requests made after 3 October 2017 will not be accepted.
- q. All refund requests will be assessed by KT with regard to the fair and reasonable application of these terms and conditions, however all decisions made by KT will be final and binding and no correspondence will be entered into. The 2017 Thredbo Seasonal Snow Sports Program: Little Rippers, Shred Crew or Development participant must provide such further information or supporting documentation as KT may deem necessary to assess a refund request.
- 2. KT collects the personal information requested in connection with the purchase of Refund Protection to enable the efficient provision of the goods and/or services that you have requested and to complete the administrative and payment functions associated with that transaction. It is possible to gain access to this personal information held by KT. The Thredbo Privacy Policy Statement sets out our policies on the management of personal information. To get a copy, please write to The Privacy Officer, Kosciuszko Thredbo Pty Ltd PO Box 92, Thredbo, NSW 2625 or you can also telephone us on (02) 6459 4100, visit our website at www.thredbo.com.au or e-mail to estore@thredbo.com.au.
- 3. These Terms and Conditions (in conjunction with any other notice or sign that KT may from time to time publish or display relating to Refund Protection) comprise the entire agreement between you and KT in relation to its subject matter and supersede any prior agreement or understanding on anything connected with its subject matter.
- 4. These Terms and Conditions are governed by the laws of New South Wales, Australia. You irrevocably submit to the exclusive jurisdiction of the courts of New South Wales, Australia.

IMPORTANT UPDATE

CHANGES TO THREDBO SEASONAL PROGRAM PROTECTION FROM 4 OCTOBER 2016 ONWARD

Thredbo Seasonal Program Protection Refunds are now calculated per the following:

- iv. Calculated on a pro Rata basis, based off the purchase price minus the daily rate of the days participated in the Thredbo Snow Sports Seasonal Program.
 EG: 11 Day Program purchased at \$1100.00
 Daily Rate Calculated: \$1000.00 (purchase price)/11 (program duration)= \$110.00
 Days participated: 6
 Refund amount: \$1100.00 - \$660.00 = \$440.00
- v. No refund will be issued for part day attendance, irrespective of what time the injury occurred,
- vi. Refund will not exceed the purchase price

Changes in definitions:

- **2017 Ski Season** – means the period starting 10 June 2017 and ending on 2 October 2017.
- **Daily Rate** – means \$110.00 per day
- **Day Participated** – means a minimum of one days participation in the Thredbo Seasonal Program purchased.