

## 2017 Thredbo Season Pass Protection Terms and Conditions



1. Thredbo 2017 Season Pass 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 2016/17 Thredbo 365 Pass or 2017 Thredbo Winter Pass from KT for the 2017 ski season may purchase Refund Protection.
  - b. Refund Protection is unique to the 2016/17 Thredbo 365 Pass or 2017 Thredbo Winter Pass for which it is purchased and does not apply to any other Season Pass and only applies to the 2016/17 Thredbo 365 Pass or Thredbo 2017 Winter Season Pass 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 2016/17 Thredbo 365 Pass or 2017 Thredbo Winter Pass.
  - g. If a refund claim is made prior to the Final Payment under the 2016/17 Thredbo 365 Payment Plan or 2017 Thredbo Winter Pass Payment Plan, the refund will consist of a refund of monies actually paid, excluding Refund Protection paid, and cancellation of the Final Payment. EG: \$49.00 deposit paid will be refunded.
  - h. With respect to an Injury or Medical Circumstance of the 2016/17 Thredbo 365 Pass or 2017 Thredbo Winter Pass, 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 2016/17 Thredbo 365 Pass or 2017 Thredbo Winter Pass Holder 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 2016/17 Thredbo 365 Pass or 2017 Thredbo Winter Pass holder 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. **For injuries prior to 10 June 2017: The purchase cost minus \$100.00**
    - ii. **For Injuries on or after 10 June 2017 with NO access scans recorded from 10 June 2017 onward: The purchase cost minus \$100.00**
    - iii. **For injuries on or after 10 June 2017 with access scans recorded from 10 June 2017 onward: The purchase cost minus the applicable Daily Rate for each day that you have used your 2016/17 Thredbo 365 Pass or Winter 2017 Season Pass during the 2017 ski season. Refund amount shall not exceed the full purchase amount.**
  - k. 2016/17 Thredbo 365 Pass or 2017 Thredbo Winter Passes will be deactivated and cannot be reactivated for the relevant year once a refund has taken place. Where a refund of a 2016/17 Thredbo 365 Pass or 2017 Thredbo Winter Pass is made in accordance with these terms and conditions, the 2016/17 Thredbo 365 Pass or 2017 Thredbo Winter Pass holder will be considered to remain in the Thredbo 2017 Season Pass program and eligible to buy a Thredbo 365 Pass or Thredbo Winter Pass in future years.
  - l. Refund Protection coverage is not payable in any circumstances resulting in whole or in part from:
    - i. The 2016/17 Thredbo 365 Pass or 2017 Thredbo Winter Pass holder'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 2016/17 Thredbo 365 Pass or 2017 Thredbo Winter Pass 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 **\$100.00 per day for an Adult Season Pass, \$85.00 per day for a Tertiary Season Pass and \$60.00 per day for an Over 65 or Child Season Pass, \$30.00 per day for an Over 70 Season Pass.**
    - iii. **Each Day** – means a minimum of one (1) access scan per day.
    - 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 2016/17 Thredbo 365 Pass or 2017 Thredbo Winter Pass holder's coverage under Refund Protection is in force. Injury will also include circumstances where an Injury occurs to a dependent person where the 2016/17 Thredbo 365 Pass or 2017 Thredbo Winter Pass holder 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 2016/17 Thredbo 365 Pass or 2017 Thredbo Winter Pass holder's condition; is appropriate with regard to standards of good medical practice; and is not primarily for the convenience of the 2016/17 Thredbo 365 Pass or 2017 Thredbo Winter Pass holder.

- viii. **Occurrence** means verifiable, international relocation. It is the responsibility of the 2016/17 Thredbo 365 Pass or 2017 Thredbo Winter Pass holder making the application to substantiate the Occurrence to KT's reasonable satisfaction, which will be determined in accordance with Clause 1(q) below.
  - ix. **2016/17 Thredbo 365 Pass or 2017 Thredbo Winter Pass Holder**- means an individual who buys or in whose name a 2016/17 Thredbo 365 Pass or 2017 Thredbo Winter Pass 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](mailto: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 2016/17 Thredbo 365 Pass or 2017 Thredbo Winter Pass holder 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](http://www.thredbo.com.au) or e-mail to [estore@thredbo.com.au](mailto: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 SEASON PASS PROTECTION FROM 4 OCTOBER 2016 ONWARD**

#### **Thredbo Season Pass Protection Refunds are now calculated per the following:**

- **For injuries prior to 10 June 2017: The purchase cost minus \$100.00**
- **For Injuries on or after 10 June 2017 with NO access scans recorded from 10 June 2017 onward: The purchase cost minus \$100.00**
- **For injuries on or after 10 June 2017 with access scans recorded from 10 June 2017 onward: The purchase cost minus the applicable Daily Rate for each day that you have used your 2016/17 Thredbo 365 Pass or Winter 2017 Season Pass during the 2017 ski season. Refund amount shall not exceed the full purchase amount.**

#### **Changes in definitions:**

- **2017 Ski Season** – means the period starting 10 June 2017 and ending on 2 October 2017.
- **Daily Rate** – means \$100.00 per day for an Adult Season Pass, \$85.00 per day for a Tertiary Season Pass and \$60.00 per day for a Child Season Pass.
- **Each Day** – means a minimum of one (1) access scan per day.