

2019 THREDBO WINTER BASE PASS - TERMS & CONDITIONS OF USE

PRODUCT INCLUSIONS:

- Winter 2019 lift access, valid from 8 June 2019 to 7 October 2019.

AGE VALIDATION:

- You may buy the Thredbo Winter Base Pass, which is relevant for your age as at 9 June 2019, and suitable age identification (e.g. birth certificate, driver's licence etc) is required for children and seniors.
- An Adult pass is valid for anyone age 18 to 64 years as at 8 June 2019.
- A Child pass is valid for anyone aged 5 – 17 years as at 8 June 2019.
- An Over 65 pass is valid for anyone over 65 as at 8 June 2019.
- An Over 70 pass is valid for anyone aged 70 to 79 years and over as at 8 June 2019.
- An Over 80 pass is valid for anyone aged 80 years and over as at 8 June 2019.
- A 4 and Under Pass is valid for anyone aged 4 years and under as at 8 June 2019.

TERMS & CONDITIONS OF USE:

1. Your Thredbo Winter Base Pass is valid only for the period stated above.
2. Your Thredbo Winter Base Pass and any benefits associated are not valid until your Thredbo Winter Base Pass is paid in full. This includes Mountain Collective Benefits.
3. Your Thredbo Winter Base Pass is for the personal use of the assigned purchaser only and is non-transferable to any other person
4. Your Thredbo Winter Base 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 Winter Base 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 Winter Base Pass you agree to immediately pay Kosciuszko Thredbo Pty Limited (KT) a \$500 penalty in the event that someone other than you, uses your Thredbo Winter Base 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 Winter Base Pass is not in your possession unless you have already reported to KT your Thredbo Winter Base Pass lost/stolen prior to the misuse occurring. You acknowledge and accept that you may lose your Thredbo Winter Base Pass privilege 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 Winter Base Pass is lost, stolen or damaged by reporting the circumstances to any Thredbo Guest Services office or calling 1300 020 589 during business hours. In these circumstances or if you forget to bring your Thredbo Winter Base Pass you can visit a Thredbo Guest Services office where, upon presentation of valid ID, our staff can reissue your Thredbo Winter Base Pass at the cost of \$5.00 per reissue.
10. Thredbo reserves the right to change the terms and conditions applying to the Thredbo Winter Base Pass. Notification of changes to terms and conditions will be made to all Thredbo Winter Base Pass Holders via the Thredbo website 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 YOU BREACH ANY OF THE CONDITIONS OF THIS THREDBO WINTER BASE PASS WE MAY REQUIRE YOU TO FORFEIT THE THREDBO WINTER BASE PASS AND YOU WILL LOSE ALL PRIVILEGES ASSOCIATED WITH THIS THREDBO WINTER BASE PASS.