

2020/21 Mountain Biking Season Pass: Terms and Conditions



PRODUCT INCLUSIONS:

- Thredbo MTB access valid from 21 November 2020 to 2 May 2021.
- Summer scenic chairlift valid 6 October to 11 June 2021.
- 6 x 1 Day Bring a Friend Vouchers for Thredbo MTB Lift Access.
Bring a Friend voucher entitles the recipient to a 1 Day Lift pass with a discount of up to 50% off the retail rate of the 2020/21 Thredbo MTB Lift access.
- Thredbo Retail: Save 10% off full priced items at Thredbo Sports. Excludes GoPro and sale items.
Discount valid from 6 October to 11 June 2021.
- Thredbo MTB Retail: Save 10% off full priced items at Thredbo MTB. Excludes Norco, Leatt, GoPro and sale items.
Discount valid from 21 November 2020 to 2 May 2021.
- Thredbo MTB Rental: Save 10% off Downhill, Enduro and E-Bike Rental.
Discount valid from 21 November 2020 to 2 May 2021.
- 2020/21 Thredbo Season Pass Protection (Terms and Conditions Apply).

AGE VALIDATION:

- Age calculated as at date of purchase.
- Suitable age identification (e.g. birth certificate, driver's licence etc) may be required for all guests.

TERMS AND CONDITIONS OF USE:

By using your lift pass or accessing the mountain you acknowledge that you have read and understood, and agree to be bound by, these Terms and Conditions of Use. Any adults who are parents or guardians of children who are unable to accept these Terms and Conditions of Use in their own capacity, do so on their behalf and must ensure they comply with them. Separate and additional terms and conditions may apply to the use of some of our facilities, equipment and services.

These Terms and Conditions of Use refer to various rights that may be exercised in our discretion, and the discretion of our staff. Mountain based recreational activities can be dangerous, and as a result we need the right to do so. We will, however, endeavour to ensure those rights are exercised in accordance with all applicable laws, and having regard to the need to protect staff, customers, property and equipment.

1. Your 2020/21 MTB Season Pass is only valid for the period stated above.
2. Your 2020/21 MTB Season Pass is required to be loaded onto a MyThredbo Card. MyThredbo Card is available via the Thredbo eStore or at any Thredbo Guest Services for a fee of \$5.00.
3. Your 2020/21 MTB Season Pass and any benefits associated are not valid until your 2020/21 MTB Season Pass is paid in full.
4. Your 2020/21 MTB Season Pass is for your personal use only and is non-transferable to any other person.
5. Your 2020/21 MTB Season Pass is non-refundable. (Except for the application of 2020/21 Thredbo Season Pass Protection and only in accordance with the 2020/21 Thredbo Season Pass Protection Terms and Conditions.)
6. Your 2020/21 MTB Season Pass is non-transferrable to another year.
7. Your 2020/21 MTB Season Pass may be cancelled at any time:
 - a) If you fail to adhere to these Terms and Conditions of Use, which include the COVID-19 Safety Guidelines; or
 - b) We otherwise consider appropriate in our discretion to protect our staff, customers, and equipment, including in response to unacceptable behaviour by you that includes physical or verbal abuse towards staff and other customers.
8. If you are employed by Kosciuszko Thredbo Pty Limited (KT), you are not entitled to a refund. (Except for the application of 2020/21 Thredbo Season Pass Protection and only in accordance with the 2020/21 Thredbo Season Pass Protection Terms and Conditions.)
9. By purchasing the 2020/21 MTB Season Pass you agree to immediately pay Kosciuszko Thredbo Pty Limited (KT) a \$500 penalty if someone other than you, uses your 2020/21 MTB Season 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 2020/21 MTB Season Pass is not in your possession unless you have already reported to KT your 2020/21 MTB Season Pass lost/stolen prior to the misuse occurring. You acknowledge and accept that you may lose your 2020/21 MTB Season 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 1300 020 589 (2) 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 \$5.00 per reissue.
12. Thredbo reserves the right to change the Terms and Conditions applying to the 2020/21 MTB Season Pass. Notification of changes to terms and conditions will be made to all 2020/21 MTB Season 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.
13. You acknowledge that you will observe the Mountain Bike 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. You acknowledge that the risks associated with recreational activities are not always prominent, conspicuous or physically observable.
16. 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.
17. 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:
 - i. death;
 - ii. personal injury;
 - iii. the contraction, aggravation or acceleration of a disease; and

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- iv. 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.
18. 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.
19. 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.
20. I have read and understood the pass Terms and Conditions of Use, 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.
21. 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.
22. If COVID-19 restrictions force a closure (temporary or otherwise) of the 2020/21 MTB season, pass holders will be refunded the purchase price less the days scanned. Daily rates are calculated at one tenth (1/10) of the purchase price. For example, 2020/21 MTB Season Pass purchased at \$499 – daily rate will be \$49.90.
23. In the event of a wind hold or weather event that prevents you from riding a particular day, there is no refund or credit issued on season passes.

COVID-19 SAFETY GUIDELINES:

1. You acknowledge that COVID-19 is a highly contagious virus and that we are required to both comply with public health orders and to implement safety measures that we consider reasonable and necessary in order to seek to keep our staff and all customers safe.
2. You agree to abide by any and all restrictions, guidelines and requirements which are in place or which may be adopted by us as emergency measures in response to the COVID-19 pandemic.
3. You acknowledge that these measures may change from time to time and without advance warning in response to advice and directions from relevant authorities, and operational and access decisions made accordingly by us.
4. You agree:
 - a) That you will not attend or access any Thredbo Resort venue or service nor seek to use any lift pass that you have purchased if and for so long as you are required to self-isolate, have been tested for COVID-19 and are awaiting the results, or are confirmed as infected with COVID-19, or experiencing symptoms of any illness that are consistent with a possible COVID-19 diagnosis.
 - b) That you will immediately seek medical advice and advise us if during any time within Thredbo Resort or within 14 days after your departure you become unwell with symptoms consistent with a possible COVID-19 diagnosis. In such circumstances please contact Thredbo Guest Services on 1300 020 589 (2) or via email sent to guest_services@evt.com
 - c) To observe the social distancing measures in place from time to time. You acknowledge the limitation in capacity of lift access and acknowledge and accept that there may be delays in accessing and using the lifts as a result for so long as such measures are in place. The current restrictions imposed (and noting that these are subject to change) require that the following behaviours are observed:
 - i. Limitation of 2 per quad chair, 1 person per double chair, 2 people per gondola cabin.
 - ii. Household groups who normally reside together may, upon request, ride as a group up to the carrying capacity of the chair or gondola. We may in our discretion refuse this request, particularly if staff have reason to suspect that those seeking to utilise this exemption are not members of a common household, and guests must at all times follow the directions of our staff.
 - iii. Lift queues limited to single queues only. Staff queue priority only whilst undertaking operational roles in uniform.
 - iv. Maintain 1.5m from other people at all times whilst on the mountain and within the resort boundaries, including whilst waiting in lift queues.
 - v. Where children cannot self-load, a parent or guardian must assist. Our staff are not required to and will not assist with the loading of children. Parents or guardians who are unwilling or unable to assist with loading children for whom they are responsible should not permit those children to use the lifts. Except where it is unlawful to do so, we will not be responsible for any injuries sustained by customers, including children, in circumstances in which the responsible parent or guardian has failed to load the child using due care or has failed to load the child onto the lift, or in circumstances in which a child has sought to load themselves and has not been able to do so with care or at all.
 - d) Maintain a high standard of personal hygiene. This includes:
 - i. Washing hands using soap and water for at least 20 seconds on a regular basis;
 - ii. Covering your nose and mouth when coughing and sneezing with a tissue or flexed elbow
 - iii. Sanitising hands using available stations before and after accessing our services, or touching retail or rental items;
 - iv. Avoiding close contact with anyone with cold or flu-like symptoms; and
 - v. Staying away from Thredbo Resort if you are sick.
5. In the event of mountain closure, guests will be notified in relation to closure. Guests will be directed to return to their accommodation or car until the closure is lifted.
6. We have robust processes in place to react to confirmed cases. You accept that this may involve immediate unannounced actions that we and you are required to take, including ceasing some or all services for an unspecified period of time to allow for cleaning and investigation by appropriate authorities. We will only open following permission from appropriate authorities and where we deem it appropriate.

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MOUNTAIN BIKE RESPONSIBILITY CODE:

Regardless of how you enjoy your mountain bike sport always show courtesy to others and be aware that there are inherent risks in all mountain bike recreational activities. Common sense, protective equipment and personal awareness can reduce risk. These risks include weather, visibility, surfaces as well as natural and artificial hazards such as rocks, trees, stumps, vehicles, lift towers fences and other Thredbo resort equipment.

1. Know your ability and always stay in control at all times. It is your responsibility to avoid other people and objects around you. It is your responsibility to stay in control on the ground and in the air.
2. Take lessons from professional instructors to learn and progress.
3. Do not stop where you obstruct the trail or are not visible from above
4. When entering a trail or starting downhill, you should look uphill and give way to other riders.
5. Before using any lift, you must have the knowledge and ability to load, ride and unload safely and always use restraining devices.
6. Please assist if you are involved in or witness a collision or accident and identify yourself to the Bike Patrollers.
7. Do not use a lift or undertake any form of mountain biking if your ability is impaired by drugs or alcohol.
8. Keep off closed areas and obey all signs and warnings.
9. Stay on marked trails. Do not cut switchbacks.
10. Observe and obey all "Walking Zones" Dismount your bike and walk.
11. It is mandatory to wear a helmet on all trails. Full-face helmets are highly recommended on all trails.
12. Full-face helmets are mandatory on the Cannonball Downhill Trail.

FAILURE TO COMPLY WITH ANY OF THE CONDITIONS OF THIS 2020/21 MTB Season Pass MAY REQUIRE YOU TO FORFEIT THE 2020/21 MTB Season Pass AND YOU WILL LOSE ALL PRIVILEGES ASSOCIATED WITH THIS 2020/21 MTB Season Pass.

I hereby warrant that I have read and understood the above Terms and Conditions of 2020/21 MTB Season Pass Use.