



PERISHER TERMS AND CONDITIONS

WEBSITE AND INTERNET FACILITIES

OWNERSHIP

1. The website ("Main Site") is owned and operated by Perisher Blue Pty Ltd (ABN 82 061 232 488) of Kosciuszko Road, Perisher Valley, New South Wales ("Perisher"). Perisher also owns and/or operates other internet facilities, including a number of web addresses that re-direct to the Main Site, versions of the Main Site that are formatted for display in mobile web browsers, mobile apps that display content from the Main Site, and pages maintained by Perisher on a range of social media and content sharing services operated by third parties. For the purposes of these Terms of Use, each of the Main Site and each other internet facility referred to in this clause is known as a "Website".

ACCEPTANCE AND VARIATION

2. Your use of and access to this Website is conditional upon your acceptance and compliance with the terms, conditions, notices and disclaimers contained in this document and elsewhere on the Website (known collectively as the "Terms of Use"). By continuing to use, or access this Website, you agree to be bound by the Terms of Use. If you do not agree to the Terms of Use, you must stop using the Website immediately.
3. Perisher may at any time vary, revise, add, amend, modify, or delete any part of these Terms of Use or the Website by publishing amended Terms of Use on the Website. The amended Terms of Use will be effective immediately after they are published on the Website and you will be bound by the amended Terms of Use from that time. You acknowledge that you will not be given explicit notice of any amendment to the Terms of Use. If you do not agree to any amended Terms of Use, you must stop using the Website immediately.

USE OF THE WEBSITE AND PERISHER CONTENT

4. The Website may contain text, graphics, video, audio or other content provided by Perisher and its licensees (known collectively as "Perisher Content") and includes Perisher Collected Material (as defined below in these Terms of Use) and such Perisher Content is protected by intellectual property laws (including copyright, trademark and patent laws) of Australia and other countries. Perisher authorises you to access and use the Website, including displaying, printing and downloading the Perisher Content onto your personal computing devices solely for your own personal, non-commercial use. You must not use any part of the Website, including its forums and Perisher Content, for the promotion or advancement of your own or any other party's commercial interests or those of any Perisher competitor.
Other than as expressly permitted by law or these Terms of Use, no part of the Perisher Content may, without the specific prior written consent of Perisher, be directly or indirectly:
 - a. used, copied, reproduced, translated, reused, transmitted, retransmitted, adapted, varied, removed, altered, modified, stored, published, republished, broadcasted, linked, distributed, framed, posted, uploaded, rewritten, broadcasted, stored;
 - b. performed in public;
 - c. incorporated into any other web site or used for any commercial purpose;
 - d. stored in a retrieval system, by any means, including but not limited to graphic, electronic or mechanical, including photocopying, recording, taping or by storage in an information retrieval system;
 - e. used in any manner or for any purpose which is unlawful; or
 - f. used in any manner which violates any right of Perisher (or a licensee of Perisher) or which is prohibited by Perisher.



5. Some of the intellectual property rights, including copyright, in the Perisher Content are included on the Website under a licence from third parties. Any permission to use, copy or reproduce that Perisher Content (other than in the course of using the Website as permitted by these Terms of Use) must be obtained from the owner of those rights.
6. All names, logos and trademarks (both registered and unregistered) identifying Perisher are the property of Perisher. Nothing contained on this Website should be construed as granting any licence or right to use or distribute any name, logo or trademark displayed on the Website without the express written permission of Perisher.
7. You agree not to post or transmit through this Website any material or content that violates or infringes in any way the rights of any other person or organisation or solicits, encourages or promotes illegal activities, or which is unlawful, threatening, abusive, harassing, defamatory, libellous, derogatory, invasive of privacy or publicity rights, vulgar, obscene, hateful, scandalous, pornographic, objectionable, which gives rise to civil or criminal liability, is unsuitable for viewing by any person under the age of 18 years or otherwise violates any local, state or federal law. You may not engage in any activity on this Website that restricts or inhibits any other user from enjoying or using this Website.
8. Perisher may monitor the content of this Website to determine compliance with the Terms of Use. Perisher has, at its absolute discretion, the right to edit, refuse to post, or remove any material or submission submitted to or posted to this Website that Perisher finds to be in violation of these Terms of Use or otherwise objectionable.

YOUR CONTENT

9. The Website may allow you to add, create, upload, submit, distribute, post or share on or through the Website, content including website links, opinions, photographs, profiles, graphics, video and audio (known collectively as "Your Content").
10. You warrant that you are the owner of, or are licensed to use, all intellectual property rights in Your Content necessary for legally doing any of the things that you may do in conjunction with the Website.
11. You grant to Perisher a perpetual, irrevocable, royalty free, sub-licenseable, transferrable license to use, reproduce, modify, adapt, publish and communicate to the public Your Content for any purpose.
12. Without limitation, you acknowledge that Your Content may be published, reproduced or redistributed for any purpose, including Perisher's commercial purposes, without notice or payment to you, and you consent to the doing of all things with Your Content that, but for this clause, might or would infringe any moral rights you may have in Your Content.
13. Perisher may, at its absolute discretion, screen, edit, refuse to display, move or remove Your Content at any time, and for any reason, without notice to you.
14. You agree to indemnify, defend and hold harmless Perisher, its respective officers, directors, employees, suppliers, subcontractors and agents from any loss, liability, claim, demand, damage, or expenses (including reasonable legal fees) asserted by any third party due to or arising from or in connection with:
 - a. your use of the Website; and
 - b. any claim by any person that any of Your Content infringes or allegedly infringes the intellectual property rights of any person, or otherwise causes loss or damage to any person, including any such claim arising from any use by Perisher of Your Content in accordance with these Terms of Use.
15. Perisher reserves the right to assume the exclusive defence and control of any matter subject to indemnification by you, and you acknowledge that if Perisher does so, your indemnity obligations are not reduced or otherwise affected.



DATA AND MATERIAL ABOUT YOU

16. The Website may provide you with facilities for recording information about your use of Perisher services (known as "Your Profile"). Your Profile may include information about your involvement in snowsports activities and your use and purchase of Perisher goods and services.
17. You acknowledge that it is a condition of your access to and use of all Perisher goods and services that Perisher may create, collect and collate material and data about your use of Perisher goods and services, which may include information about you that you provide to Perisher when you purchase Perisher goods and services (eg, your name and contact details), data that Perisher compiles automatically while you use Perisher goods and services (eg, geographic location data about you collected while you are engaged in snowsports activities) and material that representatives of Perisher create, collect or collate about you while you use Perisher goods and services (eg, Perisher's professional photographers taking photographs or professional videographers recording video of you while you are engaged in snowsports activities). All such material is known as "Perisher Collected Material".
18. You acknowledge that Your Profile may comprise data from a range of sources, including Your Content and Perisher Collected Material.
19. You acknowledge that Perisher may use any data stored in Your Profile, including Perisher Collected Material, for any purpose without your further consent, subject to the Perisher Privacy Policy.
20. You acknowledge that all Perisher Collected Material is provided to you for entertainment purposes only and Perisher makes no representations as to the accuracy, currency or precision of Perisher Collected Material. You must not rely upon Perisher Collected Material for any purpose, and you agree that Perisher will have no liability to you for any reason whatsoever in connection with any errors, inaccuracies or omissions in Perisher Collected Material.
21. You acknowledge that all intellectual property rights in Perisher Collected Material, including any photographs of you taken by Perisher's professional photographers or video by Perisher's professional videographers are solely owned by Perisher, and the inclusion of any Perisher Collected Material in Your Profile does not assign or otherwise grant to you any ownership of intellectual property rights in Perisher Collected Material.
22. The Website may provide you with facilities for sharing Your Profile with your friends, family or third parties. You acknowledge and agree that Perisher does not control or monitor the uses a person with whom you have shared Your Profile makes of Your Profile, and Perisher has no liability to you or any other person under any circumstances for any use or misuse of Your Profile by any person.

THIRD PARTY MATERIAL

23. The Website may contain material submitted by third parties, including other members of the public using the Website ("Third Party Submissions"). Third Party Submissions may include website links, opinions, photographs, profiles, graphics, video and audio.
24. Perisher does not actively monitor or moderate Third Party Submissions, and you acknowledge that Third Party Submissions may include material which is unlawful, threatening, abusive, defamatory, vulgar, obscene, unsuitable for people under the age of 18 years or otherwise objectionable.
25. You acknowledge and agree that you access Third Party Submissions at your own risk, and Perisher will have no liability to you or any other person for any reason whatsoever associated with your access to Third Party Submissions.

LOSS OF DATA

26. You acknowledge that Perisher has no obligation to create backups or otherwise protect any part of the Website, including any of Your Content or Your Profile, from any loss or corruption of data for any reason.



27. You acknowledge that Perisher has no liability to you for the loss or corruption of any data you store on the Website, including any of Your Content or Your Profile, even if such data was lost as a result of a negligent or deliberate act or omission of Perisher or any of its representatives.

LIMITATION OF LIABILITY

28. Nothing in this clause or otherwise in these Terms of Use excludes or limits the application of any provision of any statute, including the Competition and Consumer Act 2010 (Cth), where to do so would contravene that statute or cause any part of these Terms of Use to be void.
29. Nothing in this clause or otherwise in these Terms of Use excludes any condition, warranty, guarantee or term where such exclusion would contravene any statute or cause any part of these Terms of Use to be void ("Non Excludable Rights").
30. Except for any Non-Excludable Rights, Perisher disclaims all representations, warranties and conditions of any kind, whether express, implied or written, oral, contractual or statutory.
31. Perisher provides the Website and all Perisher Content "as is", and Perisher does not warrant uninterrupted use or operation of the Website, or that any data sent by or to you will be transmitted in uncorrupted form or within a reasonable amount of time, or that it will be virus or other malicious code free. Perisher makes no claim of ownership or control over Your Content or any Third Party Submissions, and does not warrant the accuracy or reliability of any Third Party Submissions.
32. Except for liability in relation to breach of any Non-Excludable Rights and liability referred to in the next clause, Perisher's maximum aggregate liability to you arising in any way in connection with the Website or any Perisher Content in contract, including for one or more breaches of any express term or terms of these Terms of Use, tort (including negligence), statute or otherwise, is limited to an amount equal to the total amount paid by you to Perisher for your use of the Website.
33. Except in respect of any Non-Excludable Rights, in no event will Perisher, its directors, employees, suppliers or any third party referred to on the Website be liable for any special, incidental, indirect, punitive or consequential damages whatsoever, including without limitation damages for loss of profits or revenues, loss of confidential or other information, business interruption, personal injury, loss of privacy, corruption or loss of data, failures to transmit or receive data or any other pecuniary loss whatsoever arising out of or in any way related to the use of or inability to use the Website or any Perisher Content or otherwise in connection with any provision of these Terms of Use, even if Perisher was advised of the possibility of such damages.
34. For liability in relation to breach of any Non-Excludable Rights, except where liability in relation to those Non-Excludable Rights by law cannot be limited, Perisher's liability is limited, at its option, to the cost of repairing or replacing any defective goods, or supplying again or paying the cost of having supplied again any defective services.
35. You agree not to carry on any activity in relation to the Website which might give rise to a liability of Perisher. If you do engage in any such activity, you unconditionally indemnify Perisher against all liability arising from such activity.

LINKS

36. Content displayed on this Website and links on or from this Website may lead to or be sourced from sites and resources located on servers operated and maintained by third parties, over which Perisher has no control ("Third Party Sites"). Subject to the next sentence, links to Third Party Sites are provided for convenience only and should not be construed as an endorsement or recommendation by Perisher of any Third Party Site. In some circumstances, a link to a Third Party Site may be provided in order to complete a transaction that was started on the Website for the supply of specific goods or services to you, in which case Perisher acknowledges its referral to you of the Third Party Site, subject to any additional terms and conditions that may apply to the transaction at the time of referral.



37. Any third party advertiser is solely responsible to you for the delivery of any goods or services you purchase on a Third Party Site.
38. Perisher accepts no liability for loss of any kind arising from content or materials available on Third Party Sites or the use of links. Third Party Sites may contain their own terms of use which you may be obliged to comply with. You follow all links to Third Party Sites entirely at your own risk.

PRIVACY

39. Perisher will handle all personal information in accordance with Perisher's Privacy Policy (<http://www.perisher.com.au/terms-and-conditions/privacy-policy>).
40. By using this Website, you agree to the use by Perisher of your personal information, including any material in Your Profile, in accordance with Perisher's Privacy Policy.

ADDITIONAL TERMS FOR SPECIFIC PERISHER SERVICES

41. The Website may allow or provide you with facilities to use or purchase other goods and services from Perisher (for example, the purchase of ski lift tickets or for the booking of accommodation). The use of any such facilities may be subject to further specific terms and conditions ("Additional Terms").
42. You acknowledge that, unless any Additional Terms explicitly state that a specific term of these Terms of Use should not apply, all Additional Terms are in addition to, and do not replace or vary, these Terms of Use.
43. If there is any inconsistency between any term or terms of these Terms of Use and any term or terms of any Additional Terms then, to the extent of the inconsistency:
 - a. if the inconsistency relates specifically to the subject matter of the Additional Terms, then the Additional Terms will prevail; and
 - b. in all other circumstances, these Terms of Use will prevail.

TERMINATION

44. These Terms of Use remain in full force and effect unless and until terminated by Perisher.
45. Perisher may terminate these Terms of Use and your access to the Website at any time without notice. If you violate any Terms of Use, your right to use and access the Website automatically terminates. All restrictions imposed on you, disclaimers and limitations of liability set out in the Terms of Use, and all licences you grant to Perisher under these Terms of Use will survive termination.
46. You acknowledge that if Perisher terminates your access to the Website for any reason, Perisher is under no obligation to supply to you a copy of any of Your Content or any part of Your Profile stored on the Website, and Perisher will have no liability for any reason whatsoever arising from the loss of any part of Your Content or Your Profile.

ASSIGNMENT AND SEVERANCE

47. Without notice to you, Perisher may assign these Terms or Use (including all obligations of Perisher) in their entirety to its related bodies corporate or in connection with a merger, acquisition, corporate reorganisation, or sale of all or substantially all of its assets.
48. If any part or all of any clause of these Terms of Use is found to be illegal or unenforceable, it must be severed from these Terms of Use and will not affect the continued operation of the remaining provisions of these Terms of Use.



GOVERNING LAW

49. All matters relating to these Terms of Use are governed by and are to be construed according to the laws applicable in the State of New South Wales and the Commonwealth of Australia. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of New South Wales and Australia.