

EPIC APPRECIATION DAY "SPIN THE WHEEL" EVENT

TERMS AND CONDITIONS

Issued on 11 September 2024

As a token of our gratitude for being an Epic Australia Pass holder this season, we're hosting a special prize giveaway outside JAX Bar at Perisher from 12:30PM to 2:00PM (AEST) on **Saturday, 14 September 2024**.

By entering the "Spin the Wheel" event, you agree to the following terms and conditions ("**Terms and Conditions**"):

1. The "Spin the Wheel" event is promoted by Perisher Blue Pty Limited, ABN 82 061 232 488, as trustee for the Snow Trust, ABN 29 420 214 757 (the "**Promoter**").
2. Information provided by the Promoter about how to enter the "Spin the Wheel" event forms part of these Terms and Conditions.
3. **When and where can you enter the "Spin the Wheel" event?**

The "Spin the Wheel" event will be held on **Saturday, 14 September 2024** between 12:30PM to 2:00PM (Australian Eastern Standard Time), outside JAX Bar inside the Perisher Centre at Perisher Valley, New South Wales.

4. **Are you eligible to enter?**

- 4.1. Entry is open to holders of a valid 2024 Epic Australia Pass or 2024 Epic Australia Adaptive Pass, who are residents of Australia with an Australian residential or postal address, at the time of entry, excluding directors, officers, management, employees and their immediate families of the Promoter and its affiliates, related bodies corporate and partners ("**Eligible Entrants**").
- 4.2. To participate, Eligible Entrants must present their Mountain Access Card.

5. **What else do you need to know about entry?**

- 5.1. Eligible Entrants are allowed only one (1) spin of the wheel.
- 5.2. The Promoter reserves the rights:
 - a) to verify the eligibility of any entrant, including an entrant's Australian residency, and/or
 - b) to disqualify an entry if the entrant does not satisfy these Terms and Conditions, or interferes with the "Spin the Wheel" event.
 - c) to discontinue the "Spin the Wheel" event in its sole and absolute discretion subject to any legal requirements, including if there is evidence of misuse or fraud by any Eligible Entrants.

6. **How will the "Spin the Wheel" event be conducted?**

- 6.1. Eligible Entrants are invited to spin the wheel to play.
- 6.2. Eligible Entrants will be invited to play on a "first comes" basis, following presentation to the Promoter's staff at the event of the entrant's Mountain Access Card.
- 6.3. An Eligible Entrant will spin the wheel to play. After spinning the wheel, the pointer will land on a number, which will determine the relevant prize, based on a table displayed next to the wheel.
- 6.4. If a prize for the relevant number runs out, then the Eligible Entrant gets another spin to determine their prize.

7. **What are the prizes?**

- 7.1. The prize pool consists of:
 - a) 5 pairs of Oakley Flight Deck™ L Snow Goggles [Valued at \$270 each]

- b) 100 Epic Buffs [Valued at \$15 each]
- c) 100 Mountain Dew Buffs [Valued at \$15 each]
- d) 200 Epic Cookies [Valued at \$3 each]

7.2. The total prize pool is valued at \$4950.

8. **What else do you need to know about the prizes?**

- 8.1. No compensation is payable if a winner is unable to use their prize.
- 8.2. Prizes cannot be transferred or exchanged for cash, credit or other goods or services.
- 8.3. The Promoter accepts no responsibility for any variation in the value of the prizes.

The Promoter is making prizes available on a first come, first serve basis. When the Promoter runs out of prizes, the "Spin the Wheel" Event ends.

- 8.4. Subject to clauses 6.4 and 8.3 above, if a prize or a part of a prize is not available, the Promoter, in its sole discretion, reserves the right to substitute the prize or part of the prize with a prize of equal value, subject to any legal requirements.

9. **Indemnification, limitation of liability and variation of terms**

- 9.1. Each Eligible Entrant indemnifies the Promoter, together with its affiliates, related bodies corporate and partners, and their directors, officers, employees and agents, against any third-party claims for a failure by the Eligible Entrant to comply with these Terms and Conditions.
- 9.2. The Promoter will not be liable for any act, omission, event or circumstance that prevents the Promoter from complying with these Terms and Conditions, which is outside the Promoter's reasonable control.
- 9.3. The Promoter reserves the right to cancel or delay the "Spin the Wheel" event, subject to any applicable laws.
- 9.4. If there is a dispute about the conduct of the "Spin the Wheel" event, the Promoter will seek to resolve the dispute with the entrant.
- 9.5. The Promoter, together with its affiliates, related bodies corporate and partners, and their directors, officers, employees and agents are not liable for any losses, liabilities, injuries, costs, charges or expenses arising out of or in connection with the "Spin the Wheel" event, including as a result of any breach of these Terms and Conditions, in contract or tort (including negligence), under common law, and any equitable or statutory remedy, except to the extent that liability cannot be excluded by law.
- 9.6. Nothing in these Terms and Conditions excludes, restricts or modifies your rights and remedies under the Australian Consumer Laws.

10. **General**

- 10.1. The Promoter collects personal information from you when you enter the "Spin the Wheel" event to determine your eligibility to enter the event. If you do not provide your personal information, you may not be eligible to enter the "Spin the Wheel" event. You can gain access to your personal information held by the Promoter. The Promoter's Privacy Policy sets out its policies on the management of personal information. To obtain a copy, please write to The Privacy Officer, Perisher Blue Pty Limited, PO Box 42, Perisher Valley, NSW 2624, send an e-mail to privacy@perisher.com.au or visit the Epic Australia Pass website.
- 10.2. All monetary amounts referred to in these Terms and Conditions are stated in Australian dollars.
- 10.3. These Terms and Conditions are subject to the laws of New South Wales, and all entrants submit to the non-exclusive jurisdiction of the Courts of New South Wales.