



PERISHER MT P 6 COMPETITION

TERMS AND CONDITIONS

Issued on 30 April 2025

To celebrate the grand opening of our new, 6-seater chairlift on Mt Perisher, we're bringing winter wonderland fun to Sydney. Snap a selfie at the Perisher bus stop in Newtown for your chance to win a snow trip to Perisher in 2025! Can't make it to Newtown? No worries! Share a pic of your favourite photo taken at Perisher for your chance to win.

By entering the "Mt P 6" competition, you agree to the following terms and conditions ("Terms and Conditions"):

1. **The "Mt P 6" competition 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 "Mt P 6" competition forms part of these Terms and Conditions.**

3. **When can you enter the "Mt P 6" competition?**

3.1 The "Mt P 6" competition opens on Sunday, 4 May 2025 at midnight (Australian Eastern Standard Time) and closes at 11:59PM on Sunday, 18 May 2025 (Australian Eastern Standard Time).

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

4.1 Entry is only open to residents of Australia with an Australian residential or postal address, aged 18 years or over, at the time of entry, excluding directors, officers, management, employees and their immediate families of the Promoter and its affiliates, employees, related bodies corporate and partners ("Eligible Entrants").

4.2 To enter, Eligible Entrants must before 11:59PM on Sunday, 18 May 2025 (Australian Eastern Standard Time).

a) take a photo of themselves either:

- i. at the Perisher Bus Stop in Newtown, New South Wales during the competition period; or
- ii. at Perisher Resort in New South Wales during a previous snow season; and

b) share their photo to their personal Instagram or Facebook account and include the competition hashtag #MtP6Opening and tag @perisher_resort in the caption

c) ensure that the photo does not contain any material that is offensive, explicit, inappropriate, defamatory, or otherwise unsuitable for public display (as determined by the Promoter in its sole discretion); and

d) be available to travel to Perisher during September 2025 in order to redeem the major prize.

4.3 By entering the competition, Eligible Entrants grant the Promoter an exclusive, irrevocable, perpetual, worldwide, royalty-free licence to use, reproduce, publish, and communicate their submitted photo(s) to the public in any media for the purpose of the competition, promotional use, marketing, publicity, and related internal purposes. Eligible Entrants consent to the Promoter editing, modifying or adapting the photos as necessary for such use, and waive any moral rights they may have in relation to their photos.

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

- 5.1 Each Eligible Entrant warrants that their entry.
- a) is the Eligible Entrant's own creation, and
 - b) is not subject to copyright or other intellectual property rights, and will not infringe third party rights, including copyright, trademarks, trade secrets, confidentiality or privacy, and
 - c) has not been submitted or used for any other competition, promotion or commercial purposes, and
 - d) is free from viruses, and will not otherwise cause loss, injury or harm to any person.

5.2 Eligible Entrants may submit only one (1) entry each.'

5.3 The time of entry is the time the post is published on Instagram or Facebook.

5.4 All valid entries will be reviewed by the Promoter. The Promoter is not responsible for late, lost or inaccessible entries, including where a privacy setting prevents visibility of the entry.

5.5 The Promoter reserves the rights:

- a) to verify the eligibility of any entrant and/or entry, including an entrant's name, Australian residency and age, and/or
- b) to disqualify an entry if the entrant who submitted that entry does not satisfy these Terms and Conditions or interferes with the "Mt P 6" competition, including the entry process.

6. **How will entries be judged?**

6.1 The Promoter will judge the entries between Monday, 20 May 2025 at 8:00am (Australian Eastern Standard Time) and Friday, 30 May 2025 at 5:00pm (Australian Eastern Standard Time).

6.2 Entries will be judged by a panel of judges appointed by the Promoter. Entries will be judged based on the following criteria:

- i. creativity and originality of the photo;
- ii. visual appeal and composition;
- iii. relevance to the Mt P 6 celebration theme; and
- iv. enthusiasm and spirit captured in the image.

6.3 Chance plays no part in determining the winning entries. The Promoter's decision is final, and no correspondence will be entered into.

7. **When will the winning entries be announced?**

7.1 The Promoter will notify the winners by Instagram or Facebook direct message on Friday, 24 May 2025 or as soon as possible thereafter. Winners must respond to the Promoter's message from the same Instagram or Facebook account that was used to submit their entry. Failure to respond from the original account within forty-eight (48) hours may result in disqualification and selection of an alternative winner.

7.2 The Promoter will also announce the winners on the @perisher_resort Instagram and Facebook pages on Friday, 2 June 2025 or as soon as possible thereafter.

8. **What are the prizes?**

8.1 The best entry, as determined by the Promoter in accordance with the judging criteria, will win a Mt P 6 Snow Trip prize for four (4) people, to be taken between 14 September and 8 October 2025.

The major prize includes:

- a) Five (5) nights' accommodation in two (2) King Rooms for the winner and three (3) friends or family members at the Perisher Valley Hotel, Perisher, New South Wales (valued at \$3,500.00);
- b) Four (4) single day lift tickets valid at Perisher for the winner and three (3) friends or family members (valued at \$3,684.00 total);
- c) Four (4) group ski or snowboard lessons valid for use at Perisher for the winner and three (3) friends or family members (valued at \$1,256.00 total);
- d) Four (4) days' ski and snowboard gear rental for the winner and three (3) friends or family members valid at Perisher (valued at \$1,120.00 total); and
- e) Four (4) open return Skitube tickets from Bullocks Flat to Perisher, New South Wales (valued at \$528).

Each of the nine (9) runners-up as determined by the Promoter will receive the following:

- a) Five (5) single day lift tickets valid at Perisher (valued at \$10,161.00 total); and
- b) One (1) open return Skitube ticket from Bullocks Flat to Perisher, New South Wales (valued at \$1,188.00)

The total prize pool is valued at \$21,437.00

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

9.1 If a winner does not claim their prize within forty-eight (48) hours of being notified by the Promoter, they will forfeit the prize. The Promoter will then award the prize to the next best valid entry, as determined in accordance with these Terms and Conditions and based on the same judging criteria. The new winner will be notified via Instagram or Facebook direct message within five (5) business days, or as soon as reasonably practicable thereafter.

9.2 No compensation is payable if a winner is unable to use their prize.

9.3 Prizes cannot be transferred or exchanged for cash, credit or other goods or services.

9.4 It is a condition of accepting a prize that the winner accepts all terms of use associated with that prize, including any applicable third-party terms.

9.5 The Promoter accepts no responsibility for any variation in the value of the prizes.

9.6 The prizes do not include travel insurance, flights, food or beverages, or any other costs, except as otherwise stated.

9.7 If a prize or a part of a prize is not reasonably 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.

9.8 The major prize must be announced and claimed before any runner-up prizes are awarded. Runner-up prizes will be announced within forty-eight (48) hours after the major prize has been claimed.

10. Indemnification, limitation of liability and variation of terms

10.1 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.

10.2 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.

10.3 The Promoter reserves the right to cancel or delay the "Mt P 6" competition, subject to any applicable laws.

10.4 If there is a dispute about the conduct of the "Mt P 6" competition, the Promoter will seek to resolve the dispute with the entrant.

10.5 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 “Mt P 6” competition, including as a result of any breach of these Terms and Conditions, in contract or tort (including negligence), under common law, and/or any equitable or statutory remedy, except to the extent that liability cannot be excluded by law.

- 10.6 Nothing in these Terms and Conditions excludes, restricts or modifies your rights and remedies under the Australian Consumer Laws.
- 10.7 By entering the competition, each entrant acknowledges and agrees that participation in the prize (including the use of lift passes, travel to and attendance at Perisher Resort) involves inherent risks. To the fullest extent permitted by law, the Promoter accepts no liability for any loss, damage, personal injury or death suffered or sustained by the winner or any other person using or accompanying the winner in connection with the prize, except where caused by the negligence of the Promoter. Use of any lift passes awarded as part of the prize is subject to the Perisher Lift Ticket Terms and Conditions. By entering the competition, entrants acknowledge and agree that these lift pass terms apply to the winner and any other individuals using the prize.

11. General

- 11.1 The “Mt P 6” competition is not endorsed by or affiliated with Instagram or Facebook.
- 11.2 All monetary amounts referred to in these Terms and Conditions are stated in Australian dollars.
- 11.3 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.

12. Promotion of your entry and privacy

- 12.1 By submitting your entry, you give permission to the Promoter to publish, repost and use your entry, including any part of your entry.
- 12.2 The Promoter collects personal information from you when you enter the “Mt P 6” Competition to determine your eligibility to enter the competition, to conduct the “Mt P 6” Competition and to notify you and others in the event that you submit a winning entry. The Promoter may disclose your personal information to third parties, including its affiliates, related bodies corporate, agents, contractors and service providers in order to conduct the “Mt P 6” Competition. If you do not provide your personal information, you may not be eligible to enter the “Mt P 6” Competition or be able to claim a prize. 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 Perisher Website