



PERISHER TERMS AND CONDITIONS

2017 EPIC AUSTRALIA PASS AND PERISHER SEASON PASS

1. Perisher Blue Pty Limited (referred to in these Website Terms as “Perisher”, “we”, “us”, “our”) owns and operates this website.
2. The *Competition and Consumer Act 2010 (Cth)* and the *Australian Consumer Law* imply terms, conditions, consumer guarantees and warranties into some contracts for the supply of goods and services and prohibit the exclusion, restriction and modification of such terms (“**Prescribed Terms**”).
3. Except as provided by the Prescribed Terms and as may be expressly set out in the Website Terms:
 - a. this website including all its pages and contents (“Website”) and all goods and services provided or booked via the Website are provided on an “as is” basis without any warranties or representations of any kind;
 - b. all statutory or implied conditions or warranties of any kind, including but not limited to implied warranties of merchantability and fitness for a particular purpose are expressly disclaimed;
 - c. Perisher will use reasonable endeavours to process electronic payment transactions involving debit and credit cards in a timely and secure manner. However Perisher, its directors, employees and beneficiaries make no warranties or representations regarding the time required to initiate or complete the processing of any transaction, and do not warrant or represent that your access to and use of the Website including but not limited to the payment facility will be continuous, uninterrupted, error free or secure, that any defects will be corrected or that this Website, its servers and any network connections are free of computer viruses and other harmful data, code, components or other material;
 - d. Without limitation Perisher, its directors, employees and beneficiaries are not liable to you for any loss or liability of any kind caused by any delay or failure to provide information or perform operations (including but not limited to electronic payment processing) requested or do so correctly, including but not limited to as a result of or in connection with:
 - i. any delay or failure in any transmission or communication facilities;
 - ii. any delay, failure or malfunction of the Website including but not limited to the payment facility;
 - iii. any failure or delay caused by third parties including but not limited to internet service providers, carriers or communications service providers, financial institutions, or payments service providers;
 - iv. delay, failure or malfunction of computer or network equipment, telephone lines, browsers, software, mobile phones or other handheld devices, or any related equipment or facilities;
 - v. computer viruses or other harmful data, code, components or other material; and,
 - vi. any other event beyond the reasonable control of Perisher its directors, employees and beneficiaries.
 - e. Perisher, its directors, employees and beneficiaries, do not warrant or represent that they will be able to prevent any illegal, harmful or inappropriate access, use, modification or alteration of the Website including but not limited to the payment facility, or that they will give notice of such access, use, modification or alteration;
 - f. Perisher, its directors, employees and beneficiaries, do not warrant or represent the correctness, accuracy, timeliness, completeness, reliability, quality or otherwise of the Website including but not limited to the payment facility. The use of the Website and any services including but not limited to the payment facility is at your own risk; and,
 - g. If your use of the Website results in the need for servicing or replacing equipment or data, Perisher, its directors, employees and beneficiaries are not responsible for those costs.
4. To the fullest extent permitted by law:
 - a. Perisher’s liability under any Prescribed Terms is limited at Perisher’s option to replacement, repair or resupply of goods, resupply of services, or to payment of the cost of the same; and,
 - b. subject to clause (4)(a), Perisher, its directors, employees and beneficiaries shall not be liable for any loss or damage whatsoever (including, without limitation, direct, indirect,



incidental, special and/or consequential loss or damages (including but not limited to loss of profits, revenue, expectation, business, goodwill or data), whether arising under contract, tort (including negligence) or any statutory cause of action, resulting directly or indirectly from or arising in connection with:

- i. a breach of the Website Terms;
 - ii. any use or access of, or any inability to use or access, the Website or any services including but not limited to the payment facility, or;
 - iii. any goods or services provided or booked via the Website.
5. You agree to use and access the electronic payment facility on this Website strictly in accordance with the requirements and procedures set out on the Website from time to time and any applicable laws. You are responsible for entering the correct account/card number and other details required by the electronic payment facility on this Website, and for maintaining the security of your computer software and hardware. Your submission of a purchase of goods or services via the Website constitutes an offer subject to acceptance by Perisher. Perisher may amend any such requirements or procedures at any time.
6. You are responsible for presenting the credit card used to make the purchase to Perisher for inspection at the time you redeem your purchase. Where the credit card used to make the purchase is not presented at the time of redemption of the purchase, Perisher may cancel the booking at its complete and absolute discretion. As soon as you become aware that the credit card used to make the purchase may not be able to be presented at the time of redemption of the purchase, for instance because it has been lost, stolen, replaced or has expired, you must immediately contact Perisher to make alternative arrangements. You agree that you will make only legitimate bookings in good faith for use by you and your invited guests only, and not for other purposes, including without limitation, reselling, impermissibly assigning or posting on third party websites, or making speculative, false or fraudulent bookings, or any booking in anticipation of demand.
7. You indemnify and keep indemnified Perisher, its directors, employees and beneficiaries against any loss, liability, damage, cost or expense arising directly or indirectly in connection with:
 - a. your breach of these Website Terms;
 - b. your use of or access to the Website, including but not limited to the electronic payment facility;
 - c. the use by you of any goods or services provided or booked via the Website;
 - d. the purchase or attempted purchase of products or services available via the Website;
 - e. your failure to comply with any laws; or,
 - f. your infringement of the rights of any third party.
8. Where you seek or do book or buy Season Pass products via the Website or elsewhere (whether as part of a package or otherwise), then you acknowledge the following risk warning and agree to the following terms:
 - a. You engage in any Recreational Activity at your own risk;
 - b. You acknowledge the risk warning set out in bold below and that the warning constitutes a risk warning pursuant to the *Civil Liability Act 2002(NSW)*;
 - c. You acknowledge that you will observe the Alpine Responsibility Code (copies are available upon request) and that you will conduct yourself in a safe and controlled manner at all times. Failure to do so may result in us deactivating the ski lift access component of your ticket;
 - d. You must read all signs and follow all directions given by us, our employees or agents;
 - e. To the maximum extent permitted by law we exclude all liability to you, including for negligence and whether the loss or damage has occurred to person or property. Where that liability cannot be excluded, we limit our liability to you to the maximum extent that we are permitted by law to do so;
 - f. You acknowledge that the "Recreational Activities" we provide constitute "Recreational Services" as defined in the *Competition and Consumer Act 2010 (Cth)*. 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



- 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 Recreational Activities;
 - g. All Perisher Cards remain our property and must not be resold, transferred or altered in any way. A breach of this condition will result in the cancellation of your Season Pass and invoke police action. Season Pass fraud is a criminal offence and can result in a fine or imprisonment;
 - h. We do not offer a refund or replacement for lost or stolen Season Passes, for any unused portion of a Season Pass or if any facilities are not operating for any reason;
 - i. The Season Pass may not entitle you to use some lifts as directed by our authorised employees;
 - j. The Season Pass does not entitle you to use the resort facilities for any commercial purpose except with our prior written consent and does not entitle you to provide or receive ski or snowboard instruction except where provided by us, our employees or our agents; and,
 - k. All valid Season Passes include unlimited use of Skitube between Perisher Valley and Blue Cow.
9. An Epic Australia Pass and any upgrades to that pass is a Season Pass product and Season Passes are subject to the terms and conditions below, which are to be read in conjunction with all other notices and signs:
- a. By using your Season Pass you will acknowledge that you agree with and will abide by the Season Pass terms and conditions;
 - b. Your Season Pass is for your personal use only as the Season Pass Holder and which is non-transferable to any other person;
 - c. Your Season Pass is non-refundable, except for where you have bought Refund Protection and only in accordance with the Refund Protection terms and conditions at Clause 10 or where you have any available rights under the Australian Consumer Law;
 - d. Your Season Pass is valid only during the period for which it is advertised and not in any other period;
 - e. You may only buy the Season Pass which is relevant for your age as at 10 June 2017, and suitable age identification (e.g. birth certificate, driver's licence etc.) is required for children, students and seniors;
 - f. Where you collect your Season Pass from a ticket office, a valid Photo ID showing your birth date is required to be presented to collect your Season Pass;
 - g. Where you buy or re-load a Season Pass on-line you must upload an appropriate photograph of the Season Pass Holder;
 - h. You may not change the Season Pass Holder's name or photograph;
 - i. Epic Australia Passes and any upgrades to that pass must be paid for in full on or before 1 June 2017 before any lift access will be activated;
 - j. Season Pass Holders will be required to sign/e-sign a waiver and release of liability. Where a Season Pass Holder is 17 years of age or younger, the Season Pass Holder's parent or guardian will be required to sign/e-sign a waiver and release of liability on their behalf;
 - k. You agree to either pay \$49 of the total price of the Season Pass product(s) purchased or to pay the total price of the Season Pass product(s) purchased at the time of purchase. BY PAYING THE \$49 OR PAYING IN FULL YOU UNDERSTAND THAT YOU ARE COMMITTING TO BUY THE PASS(ES) FOR THE 2017 AUSTRALIAN SEASON AND THE 2017/2018 NORTHERN HEMISPHERE SEASON. YOU UNDERSTAND THAT ONCE THE \$49 INITIAL PAYMENT OR PAYMENT IN FULL HAS BEEN PAID, IT CANNOT BE CANCELLED OR REFUNDED, NOR CAN THE PASS PURCHASE BE CANCELLED OR REFUNDED. Where you pay the \$49, you agree that the credit card provided will be



authorised for the payment of the remaining amount of the Season Pass product(s) purchased on or about 1 June 2017;

- l. By choosing to buy the Epic Australia Pass or any upgrade to that pass in accordance with Perisher's payment plan conditions, you acknowledge that you are liable for the entire amount payable and that Perisher may lawfully recover any unpaid amounts from you. You acknowledge and agree that Perisher can pursue all avenues of collection, including the use of collection agencies, to recover all charges and other unpaid amounts due, including reasonable legal fees, resulting from failure to pay all amounts when due under this agreement;
- m. You agree to provide a valid email address for the express purpose of receiving communications regarding the Season Pass purchase transaction and acknowledge that this is the only manner by which we will communicate with you;
- n. You acknowledge and accept that you are liable for any misuse that occurs while your Season Pass is not in your possession unless you have already reported your Season Pass lost/stolen prior to the misuse occurring. You acknowledge and accept that you may lose your Season Pass privileges and your actions may invoke Police action if another person is found to be using your Season Pass;
- o. You are responsible for immediately reporting to Perisher if your Season Pass is lost, stolen or damaged by reporting the circumstances to any Perisher ticket outlet or email Perisher Guest Services at info@perisher.com.au. In these circumstances or if you forget to bring your Season Pass you can visit a Perisher Ticket Office where, upon presentation of valid ID and the payment of a \$5 administration fee, our staff can reissue your Season Pass;
- p. Perisher reserves the right to change the terms and conditions applying to Season Passes. Notification of changes to terms and conditions will be made to all Season Pass Holders via the Perisher website www.perisher.com.au, where the current version of the terms and conditions may be viewed at any time; and,
- q. Any exceptions to the Season Pass terms and conditions are at the discretion of Perisher.

These conditions, together with the Risk Warning displayed below, form part of the conditions of entry and use of our facilities, equipment and services.

RISK WARNING:

Recreational Activities including skiing, snowboarding, using lifts, snowtubing, tobogganing and snow play involve significant risk of physical harm, including personal injury, permanent disability and/or even death. Such harm may result from your own actions, or the actions and/or omissions of others.

IF YOU BREACH ANY OF THE CONDITIONS OF THE TICKET WE MAY REQUIRE YOU TO FORFEIT THE LIFT ACCESS COMPONENT OF THE SEASON PASS AND YOU WILL LOSE ANY ASSOCIATED PRIVILEGES.

Skiers/snowboarders must observe the Alpine Responsibility Code and ski/ride in a safe manner at all times. Failure to do so may result in a forfeiture of skiing/snowboarding privileges.

SEASON PASS REFUND PROTECTION TERMS AND CONDITIONS

10. Season Pass Refund Protection is subject to the terms and conditions below which are to be read in conjunction with all other notices and signs:
 - a. Any person who buys a Season Pass from Perisher for the 2017 Ski Season may purchase Refund Protection at the time that Refund Protection is offered for sale by Perisher;
 - b. Refund Protection is unique to a Season Pass and does not apply to any other product including a Skitube Season Pass;



- c. Refund Protection only provides for a refund due to Injury, Medical Circumstance or other Occurrence in accordance with these terms and conditions and not for any other reason (refer to the refund amount listed at Clause 10 i. below);
- d. Refund Protection is NOT transferable and cannot be sold or exchanged;
- e. The Refund Protection purchase amount is not refundable;
- f. The maximum refund amount of Refund Protection shall not exceed the full purchase amount of the Season Pass;
- g. With respect to an Injury or Medical Circumstance of the Season Pass Holder, a Doctor must recommend that due to the severity of the Injury or Medical Circumstance, it is Medically Necessary that the Season Pass Holder must not Ski for the remainder of the period for which the Season Pass is valid;
- h. The Season Pass Holder must contact Perisher (refer to Clause 10 o. for contact details) as soon as is reasonably practical after the occurrence of the Injury or the onset of the Medical Circumstance or the Occurrence;
- i. The Refund Protection refund amount will be the purchase cost of the Season Pass minus the applicable Daily Rate for each day that you have used your Season Pass during the 2017 Ski Season;
- j. Season Passes and all associated benefits will be deactivated and cannot be reactivated once a refund has taken place;
- k. Refund Protection coverage is not payable for any loss caused in whole or in part by, or resulting in whole or in part from:
 - i. The Season Pass Holder's commission of or attempt to commit a crime;
 - ii. Business interruption of Perisher due to circumstances beyond Perisher's control;
 - iii. Elective or cosmetic surgery;
 - iv. Injury or Medical Circumstance arising from alcohol or drug abuse;
 - v. Violation of any of the "Terms and Conditions";
 - vi. Violation of "The Alpine Responsibility Code"; or,
 - vii. Lack of snow.
- l. Refund Protection will only be activated when Perisher has confirmation that it has received payment for the Season Pass and Refund Protection.
- m. Refund Protection coverage ends at:
 - i. 11:59:59 p.m. on 15 April 2018; or
 - ii. The date when a refund made in accordance with these terms and conditions is finally processed.
- n. Definitions:
 - i. 2017 Ski Season - means the period starting on 10 June 2017 and ending on 15 April 2018.
 - ii. Daily Rate means AU\$101 per day for an Adult Season Pass, AU\$65 per day for a Senior's Season Pass and AU\$60 per day for a Student Season Pass.
 - iii. Doctor - means a licensed medical practitioner within the scope of his or her license who is not the Season Pass Holder or a person who is related to the Season Pass Holder by blood, marriage or defacto living arrangement.
 - iv. Injury - means bodily injury which is sustained as a direct result of an unintended, unanticipated accident that occurs while the Season Pass Holder's coverage under Refund Protection is in force. Injury will also include circumstances where an Injury occurs to a dependent person where the Season Pass Holder must provide primary care for that dependent person.
 - v. Medical Circumstance - means an illness or disease that requires treatment by a Doctor, or pregnancy or a relocation which is Medically Necessary.
 - vi. Medically Necessary - means the Doctor's recommendation is consistent with the symptoms, diagnosis and treatment of the Season Pass Holder's condition; is appropriate with regard to standards of good medical practice; and is not primarily for the convenience of the Season Pass Holder.
 - vii. Occurrence - means verifiable, interstate and/or international relocation. It is the responsibility of the Season Pass Holder making the application to substantiate the



Occurrence to Perisher's reasonable satisfaction, which will be determined in accordance with Clause 10 p. below.

viii. Season Pass Holder - means an individual who buys or in whose name a Season Pass has been bought from Perisher.

ix. Skiing/Ski - means alpine skiing, telemark skiing or snowboarding.

- o. Refund requests must be made by email to tickets@perisher.com.au and will not be accepted after 15 April 2018 will not be accepted; and,
- p. All refund requests will be assessed with regard to the fair and reasonable application of these terms and conditions, however all decisions made by Perisher will be final and binding and no correspondence will be entered into.

PRIVACY

- 11. Perisher collects the personal information requested on the Website to enable the efficient provision of the goods and/or services that you have requested and to complete the administrative and payment functions associated with that transaction. It is possible to gain access to this personal information held by Perisher. The Perisher Privacy Policy Statement sets out our policies on the management of personal information. To get a copy, please write to The Privacy Officer, Perisher Blue Pty Limited PO Box 42, Perisher Valley, NSW 2624 or you can also telephone us on 1300 655 822 , visit our website at www.perisher.com.au or e-mail to privacy@perisher.com.au.

GENERAL

- 12. These Terms and Conditions comprise the entire agreement between you and us in relation to its subject matter and supersede any prior agreement or understanding on anything connected with its subject matter.
- 13. These Terms and Conditions are governed by the laws of New South Wales, Australia. You irrevocably submit to the exclusive jurisdiction of the courts of New South Wales Australia.

YOUR ALPINE RESPONSIBILITY CODE

There are inherent risks in all snow recreational activities. Common sense, staying in control and personal awareness can reduce these risks. Risks include rapid changes in weather, visibility and surface conditions, as well as natural and artificial hazards such as rocks, trees, stumps, vehicles, lift towers, snow fences and snowmaking equipment. Observe the code and ski and ride with courtesy to others.

1. Stay in control and avoid other people and hazards.
2. Use appropriate protective equipment, especially helmets, to minimise the risk of injury.
3. You must have the ability to use each lift safely. If in doubt ask the lift attendant.
4. Obey all signs and warnings, and keep off closed trails and areas.
5. It is your responsibility to avoid and give way to people below and beside you.
6. Do not stop where you are not visible from above or where you obstruct a trail.
7. Before starting downhill, or merging into a trail, look uphill and give way to others.
8. Use care to prevent runaway snowboards.
9. If you are involved in or see an accident, alert and identify yourself to Resort Staff.
10. Be aware that it is dangerous to ski, board or ride lifts if your ability is impaired by drugs or alcohol.

KNOW THE CODE. IT'S YOUR RESPONSIBILITY.

**Failure to observe the code may result in cancellation
of your ticket or pass by Resort Staff.**

