



PERISHER TERMS AND CONDITIONS

LIFT, SNOWTUBING AND SKITUBE TICKETS, SNOWSPORTS SCHOOL LESSONS, WINTER SPORTS CLUB TRAINING, SNOWSPORTS HIRE AND RECREATIONAL ACTIVITIES

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, 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 Lift, Snowtubing and Skitube Tickets, Snowsports Lessons, Winter Sports Club training and Snowsports Hire 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 and you acknowledge that except to the extent that the law, including the Competition and Consumer Act 2010 (Cth) (CCA) provides that liability cannot be excluded, we are not liable for any breach of any warranty that services we provide will be provided with due care and skill
 - 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 CCA To the maximum extent permitted by by the CCA, 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.

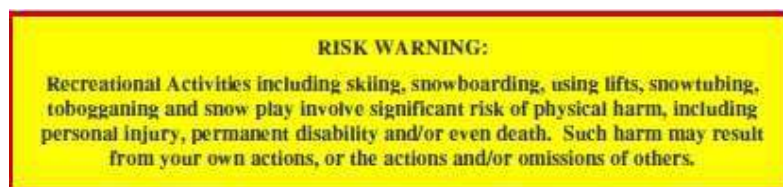
arising out of any failure by us, our employees or agents to comply with any consumer guarantees applying to the Recreational Activities.

- g. Amendments to bookings and booking confirmations will only be accepted from or sent to the person in whose name the booking is made and will be confirmed via email. The first amendment to a booking is free and subject to the terms and conditions of clause 8(i) and clause 9 below, all subsequent amendments to, or the cancellation of a booking will attract a \$50 fee. Amendments to products and services will be based on the applicable price at the time of the amendment and not the price at the date of the original booking;
- h. Cancellations to bookings must be either confirmed in writing to info@perisher.com.au or made in person at any Perisher Ticket Office prior to the time of the commencement of the services. Refer to clause 8(i) for additional terms and conditions regarding amendments to the date or the cancellation of a booking for Snowsports Private Lessons. Refer to clause 9 for additional terms and conditions regarding Winter Sports Club Season Long Programs;
- i. Cancellations or amendments to the time or date of Snowsports private lesson bookings must be made prior to the commencement of the private lesson and be requested either in writing to snowsports@perisher.com.au or made in person at any Perisher Ticket Office. They will only be accepted from the person whose name the booking is made in and will attract the following fees;
 - i. \$50 where the cancellation or amendment to the time or date is made more than 7 days prior to the original booking time and date;
 - ii. \$180 where the cancellation or amendment to the time or date is made between 7 days and 48 hours prior to the original booking time and date;
 - iii. 100% of the booking total where the cancellation or amendment to the time or date is made within 48 hours of the original booking time and date.
- j. All references to lift tickets relevantly include:
 - i. a package including any combination of lift or lessons or hire products;
 - ii. The ticket media that scans at a lift or Skitube platform loading area; and, iii. The type of access to lifts or to Skitube that you have purchased.
- k. All lift tickets 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 lift ticket and invoke police action. Lift ticket fraud is a criminal offence and can result in a fine or imprisonment;
- l. We do not offer a refund or replacement for lost or stolen lift tickets, for any unused portion of a lift ticket or if any facilities are not operating for any reason;
- m. The lift ticket may not entitle you to use some lifts as directed by our authorised employees;
- n. The lift ticket 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;
- o. All valid lift tickets include unlimited use of Skitube between Perisher Valley and Blue Cow.
- p. For lift ticket, lesson and Snowsports private lesson purchases exclusive of Winter Sports Club Season Long Programs, a "Snowcheck" may be issued in the case of an injury or medical condition preventing guests from making further use of a multi-day lift ticket, multi-day Skitube only ticket, multiday Snowsports School lessons, Snowsports private lessons and Winter Sports Club short term training during the current winter season. For further details please email Perisher Guest Services at info@perisher.com.au.

ADDITIONAL TERMS AND CONDITIONS FOR WINTER SPORTS CLUB SEASON LONG PROGRAMS

9. A Winter Sports Club Season Long Program (Program) is subject to the additional terms and conditions below, which are to be read in conjunction with all other notices and signs:
- a. A Program may only be accessed by the Participant and is non-transferable to any other person;
 - b. A Program may not be cancelled and is non-refundable either in part (e.g. missed days) or in full save for where you have bought Program Refund Protection and only in accordance with the Program Refund Protection terms and conditions at clause 10 or where you have any available rights under the Australian Consumer Law;
 - c. A Program is valid only during the period for which it is bought and not in any other period;
 - d. A Participant will only be granted access to a Program where the Program is paid for in full prior to the Program's commencement;
 - e. Participants will be required to sign/e-sign a waiver, release of liability and acknowledgement of the code of conduct prior to participating in a Program. Where a Participant is 17 years of age or younger, the parent or guardian will be required to sign/e-sign the waiver, release of liability and acknowledgement of the code of conduct on their behalf.
 - f. By paying the initial payment or paying in full you understand that you are committing to buy the Program(s) for the 2019 Australian Ski Season. You understand that once the initial payment or payment in full has been paid, save for the terms and conditions of clause 9(b) and clause 10, the Program cannot be cancelled or refunded, nor can the Program purchase be cancelled or refunded. When you pay the initial payment, you agree that the credit card provided will be authorised for the payment of the remaining amount of the Program(s) purchased on or about 19 June 2019;
 - g. By choosing to buy a Program in accordance with Perisher's payment plan conditions where it is offered, 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;
 - h. Perisher reserves the right to change the terms and conditions applying to Programs. Notification of changes to terms and conditions will be made to all Participants via the Perisher website www.perisher.com.au, where the current version of the terms and conditions may be viewed at any time; and
 - i. Any exceptions to the Program 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.



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

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.



PROGRAM REFUND PROTECTION TERMS AND CONDITIONS

10. Program 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 Program from Perisher may purchase Program Refund Protection;
 - b. Program Refund Protection is unique to the Program for which it is purchased and does not apply to any other Snowsports School, Winter Sports Club, or lift only product and only applies to the Program;
 - c. Subject to the provisions of clause 10(j), a Participant may request a refund of the cost of the Program you paid if caused by any one of the following unforeseen perils occurring after full payment of cost associated with Program Refund Protection:
 - i. Sickness, Injury or death of you or a Family Member;
 - ii. You have a complication of pregnancy, normal pregnancy or childbirth verified by medical records; coverage is included for pregnant Season Pass Holder's spouse or domestic partner and minor child;
 - iii. Your Primary Residence being made Uninhabitable by Natural Disaster;
 - iv. Perisher closes indefinitely due to a Natural Disaster;
 - v. You are subpoenaed, required to serve on a jury, hijacked, quarantined or your travel visa is denied;
 - vi. You are called to military service; your military leave is revoked; you are deployed or you are reassigned;
 - vii. You or a Resident Relative have an involuntary, employer-initiated transfer that: (i) is within the same organization for which you or a Resident Relative have been continuously employed for at least one year immediately preceding the transfer; and (ii) involves your or a Resident Relative's relocation to a Primary Residence 160 or more kilometres from your current Primary Residence;
 - viii. You or a Resident Relative are involuntarily terminated or laid off by an employer for whom you or a Resident Relative have been continuously employed for at least one-year immediately preceding the termination or lay off; or involves a nonrenewal of a work visa. This provision is not applicable to temporary employment, independent contractors or self-employed persons;
 - ix. You are a student (i) who transfers to a school located 160 or more kilometres from your current school; (ii) who is accepted into a foreign study program that will cause you to be out of the country during the ski season; (iii) who graduates and accepts a job that is 160 or more kilometres from your current residence.
 - x. You are unable to participate in your Program due to the inability to travel due to a visa rejection or denial or failure to obtain the visa required to enter into Australia. Evidence of visa application and copy of formal rejection or denial will be required as proof of loss. (It is the responsibility of the Season Pass Holder making the application to substantiate the unforeseen peril above to Perisher's reasonable satisfaction, which will be determined in accordance with clause 10(q) below.);
 - d. Program 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(j) below);
 - e. Program Refund Protection is NOT transferable and cannot be sold or



- exchanged;
- f. The Program Refund Protection purchase amount is not refundable;
 - g. The maximum refund amount of Program Refund Protection shall not exceed the full purchase amount of the Program;
 - h. With respect to an Injury or Medical Circumstance of the Participant, a Doctor must recommend that due to the severity of the Injury or Medical Circumstance, it is Medically Necessary that the Participant not Ski for the remainder of the period for which the Program is valid;
 - i. The Participant must contact Perisher (refer to clause 10(q) 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;
 - j. The Program Refund Protection refund amount will be the purchase cost of the Program minus the applicable Program Daily Rate for each day (or portion thereof) that your Program was available to attend during the 2019 Australian Ski Season prior to the date of the Injury, Medical Circumstance or other Occurrence;
 - k. Program participation will be cancelled and cannot be reactivated once a refund has taken place;
 - l. Program 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. an intentional act, except for suicide or attempted suicide by you or a Family Member;
 - ii. any criminal acts committed by you;
 - iii. mental, nervous or psychological conditions or disorders, including but not limited to: anxiety, depression, neurosis, phobia, psychosis, or any related physical manifestations thereof;
 - iv. use of narcotics, controlled substances or alcohol;
 - v. any Injury, Sickness or other medical condition which, within the 120 day period immediately preceding your purchase of Refund Protection: (i) first manifested itself, worsened or became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment; (ii) for which care or treatment was given or recommended by a Doctor; or (iii) required taking prescription drugs or medicines, unless the condition for which the drugs or medicines are taken remains controlled without any change in the required prescription drugs or medicines;
 - vi. hostile or warlike action in time of peace or war, including action in hindering, combating, or defending against an actual, impending or expected attack, by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or by an agent of any such government power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such governmental power, authority or forces. Civil disorder, riot, insurrection, rebellion, revolution, civil war, usurped power or action taken by governmental authority in hindering, combating or defending against such an occurrence, and seizure or destruction under quarantine, or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.
 - vii. violation of any of these "Terms and Conditions";
 - viii. violation of "The Alpine Responsibility Code"; or,
 - ix. lack of snow.
 - m. Program Refund Protection will only be activated when Perisher has confirmation that it has received payment for the Program and Program Refund Protection.

- n. Program Refund Protection coverage ends at;
 - i. 11:59:59 p.m. on 1 October 2019; or
 - ii. The date when a refund made in accordance with these terms and conditions is finally processed.
- o. Refund requests must be made by email to wsc@perisher.com.au and will not be accepted after 1 October 2019; 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.

DEFINITIONS

11. In these terms and conditions:

- a. **2019 Australian Ski Season** – means the period starting on 8 June 2019 and ending on 7 October 2019.
- b. **Doctor** - means a licensed medical practitioner within the scope of his or her license who is not the Participant or a person who is related to the Participant by blood, marriage or defacto living arrangement.
- c. **Family Member** – means the Season Pass Holder's spouse, child, domestic partner, daughter-in-law, son-in-law, brother, sister, mother, father, grandparents, grandchild, step-child, step-brother, step-sister, step-parents, parents-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, legal guardian, caregiver, foster child, ward or legal ward.
- d. **Injury** - means bodily injury which is sustained as a direct result of an unintended, unanticipated accident that occurs while the Participant's coverage under Program Refund Protection is in force. Injury will also include circumstances where an Injury occurs to a dependent person where the Participant must provide primary care for that dependent person, as certified by a Doctor.
- e. **Loss** – means your inability to use your Program due to an unforeseen event, occurrence or circumstance.
- f. **Medical Circumstance** - means an illness or disease that requires treatment by a Doctor, or pregnancy or a relocation which is Medically Necessary.
- g. **Medically Necessary** - means the Doctor's recommendation is consistent with the symptoms, diagnosis and treatment of the Participant's condition; is appropriate with regard to standards of good medical practice; and is not primarily for the convenience of the Participant.
- h. **Natural Disaster** – means a flood, hurricane, tornado, earthquake, fire, wildfire, volcanic eruption, or blizzard that is due to natural causes;
- i. **Occurrence** - means verifiable, interstate and/or international relocation. It is the responsibility of the Participant making the application to substantiate the Occurrence to Perisher's reasonable satisfaction, which will be determined in accordance with clause 10(q) below.
- j. **Participant** – means a person who buys a Program or in whose name a Program has been bought from Perisher, including minors if a ticket is purchased on their behalf.
- k. **Perisher** – means Perisher Blue Pty Limited, ACN 061 232 488 As Trustee for the Snow Trust ABN 29 420 214 757 of PO Box 42, Perisher Valley NSW 2627.
- l. **Primary Residence** – means for fixed, permanent and principal home for legal and tax purposes.
- m. **Resident Relative** – means a person who is either the spouse (or domestic partner) or blood relation of the Program Refund Protection purchaser and lives in the same home.
- n. **Program** – means a 2019 Perisher Winter Sports Club Season Long Program and DOES NOT mean Snowsports School Group or Private



Lessons, Interschool or Private Race Training, Winter Sports Club short term training or Additional Training Days or Winter Sport Club Camps and Winter Sports Club Events.

- o. **Program Daily Rate** – means \$AUD91 per day.
- p. **Program Refund Protection** – means refund protection for the Program in which it was purchased subject to the provisions in these terms and conditions.
- q. **Sickness** – in the case of you means an illness or disease diagnosed while your Program Refund Protection is in effect that is treated by a Doctor and that prevents your use of your Program, as certified by a Doctor at the time of Loss; and as to a Family Member means an illness or disease diagnosed while your Program Refund Protection is in effect that is treated by a Doctor that is either life threatening or requires your care, as certified by a Doctor.
- r. **Skiing/Ski** - means alpine skiing, telemark skiing or snowboarding.
- s. **Uninhabitable** – means the building structure is unstable and there is risk of collapse in whole or in part; or there is exterior or structural damage allowing safety hazards that have yet to be cleared and the home cannot be occupied.

PRIVACY

- 12. 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

- 13. These Terms and Conditions and any release of liability 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.
- 14. 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.**

