

2018 TERMS AND CONDITIONS OF RESORT USE

SKIING, SNOWBOARDING, SNOWTUBING, TOBOGONNING AND SNOWPLAY

1. **RISK WARNING - RECREATIONAL ACTIVITIES (INCLUDING SKIING, SNOWBOARDING, SNOWTUBING AND TOBOGONNING) INVOLVE A SIGNIFICANT RISK OF PHYSICAL HARM OR PERSONAL INJURY INCLUDING PERMANENT DISABILITY AND / OR DEATH TO PARTICIPANTS AND SUCH INJURY MAY RESULT NOT ONLY FROM YOUR ACTIONS BUT FROM THE ACTION, OMISSION OR NEGLIGENCE OF OTHERS.**
2. You acknowledge that you will observe the Alpine Responsibility Code (copies available on request and displayed throughout the resort) and that you will conduct yourself in a safe and controlled manner at all times.
3. You must read and follow all signs and directions given by us, our employees, servants or agents.
4. You acknowledge that the risks associated with snow based recreational activities (including skiing, snowboarding, snow tubing and tobogganing), as well as the conditions or circumstances which give rise to those risks, are not always prominent, conspicuous or physically observable.
5. 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 (CCA) provides that liability cannot be excluded, we are not liable for any breach of any express or implied warranty that services we provide will be provided with reasonable care and skill. Where that liability cannot be excluded, *Selwyn Snow Resort Pty Ltd* will limit its liability to the maximum extent permitted by law.
6. You acknowledge that we provide "recreational services" as defined in the CCA. To the maximum extent permitted by this Act, we exclude liability to you for:
 - a. death;
 - b. personal injury;
 - c. the contraction, aggravation or acceleration of a disease; and
 - d. 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 services (including those set out in the Australian Consumer Law). Where that liability cannot be excluded, *Selwyn Snow Resort Pty Ltd* will limit its liability to the maximum extent permitted by law.
7. Except to the extent that the law, including the Competition Consumer Act 2010 provides that liability cannot be excluded, you acknowledge that we are not liable to you for personal injury or death, which includes loss, damage and injury to you or any persons and incidental, indirect, special, consequential or economic loss or damage to you or any persons (including loss of opportunities, exemplary or punitive damages) whether arising from default, negligence, misconduct or otherwise by us, our employees, servants or agents and you agree to indemnify us against all such claims.
8. We make no warranties in relation to the services to be provided. Without limiting paragraph 3 above, all warranties, representations or conditions relating to the services we provide (whether express or implied and whether arising out of contract at common law under statute) are to the maximum extent permitted by law expressly excluded and you acknowledge that our liability under any statutory right or any condition or warranty implied by the CCA which cannot be excluded, is limited at our option to the resupply of the services or the payment of the cost of having the services supplied again.
9. The lift ticket must be worn on the upper part of the body, be clearly visible and; 1. Is valid for the period of issue only 2. Must be carried at all times 3. Remains the property of the company at all times and is not transferrable 4. Is not for resale 5. *Selwyn Snow Resort Pty Ltd* will not refund or replace tickets which are lost or stolen, or for any unused portion of a ticket, or if any facilities are not operating for any reason.
10. The expression "snowfield facilities" whenever used in this notice shall mean all lifts, buildings, car parking, road walkways, equipment, facility or trail and shall include the area adjacent to the snowfield whether the same is owned, leased or occupied, operated, maintained or used by the company and whether under the care and control of the company or otherwise. The expression "the company" used in this notice shall mean *Selwyn Snow Resort Pty Ltd* and its respective assigns, servants and agents and each of them jointly and severally.

SELWYN SNOW RESORT 2018 BOOKING TERMS & CONDITIONS

Please read all booking, payment and cancellation conditions below.

GENERAL

Packages are only available to purchase at least 24 hours prior to arrival. Accommodation is not included in package prices. All accommodation bookings can be made via the Selwyn Accommodation Centre (02 6450 4000).

You must read all signs and follow all directions given by us, our employees or agents. All tickets remain the property of Selwyn Snow Resort Pty Ltd (SSR) and must not be resold, transferred or altered in any way. A breach of this condition will result in the cancellation of your ticket and invoke police action. Ticket fraud is a criminal offence and can result in a fine or imprisonment.

It is your responsibility to read and understand our Terms & Conditions.

You engage in any Recreational Activity at your own risk.

PAYMENT

When making a booking you agree to the following:

- a. *By phone or in person* – You must provide credit card details to secure the booking. Only reservations made via credit card or direct deposit will be accepted.
- b. *Internet (online) bookings* – Full payment is due at time of booking.

AMENDMENTS

Once a SSR product has been purchased, all changes to the original booking will attract a \$50 amendment fee. Amendments include name, date and product changes. There is no charge to upgrade your products. Amendments will not be accepted less than 7 days prior to arrival.

CANCELLATIONS

- a. If you cancel more than 30 days before your arrival date, you will be issued with a credit valid for 12 months from your original Arrival Date (Snow Cheque).
- b. If you cancel within 30 days of arrival, there is a 100% cancellation fee and no credit is due.

SSR will not be held responsible for costs, loss of deposits and payments made or other fees incurred due to cancellations, medical conditions or changes to travel plans. No packages will be transferred to the following year.

REFUNDS

- c. There are no refunds on any product pre-booked.
- d. No refunds are given to customers due to lack of snow or poor weather conditions, Power outages or other such events beyond SSR's control.
- e. No refunds are given to customers due to injury.

- f. Refunds will not be given on 'no shows' or any components of Resort Packages/Products (lift Passes, Rentals or Group Lessons) that are not utilised.

All refund requests will be assessed with regard to the fair and reasonable application of these terms and conditions, however all decisions made by SSR will be final and binding and no correspondence will be entered into.

LOST TICKETS

Any Lift Ticket lost or misplaced will not be refunded or replaced.

TRAVEL INSURANCE

SSR strongly recommends Travel Insurance to protect you against loss of personal belongings, public liability, adverse weather conditions and cancellation fees.

SNOW CONDITIONS

Under no circumstances can SSR be held responsible for snow or weather conditions. No package/product will be recompensed due to snow conditions. SSR recommend you check your travel insurance details.

PRIVACY

SSR is committed to respecting your privacy and recognises the need for appropriate protection and management of information you share with us. Sensitive personal information will not be shared with any third parties except where sharing of the information is essential in delivering to you a product or service. Information collected will be used for the purpose of accurately fulfilling your booking including any required contact where there is an issue with the booking requested/ placed.

EQUIPMENT/FACILITIES

If equipment and or facilities fail, SSR will endeavour to get it back in working order as soon as possible/practical; no refunds or compensation will be paid for any such breakdowns.

SSR reserves the right to charge for any damage, breakages or theft that occurs by you or your guests.

SSR will not be accountable for road closures, acts of nature or any reason as to why you are not able to use packages/products purchased.

SNOW GUARANTEE

If, due to snow conditions, there are no lifts operating at SSR 24 hours prior to the date of your arrival, you may choose to receive a credit (snow cheque) or full refund on all SSR products booked.

This snow guarantee only applies if no lifts can be operated due to lack of snow on the major trails they service. The guarantee does not apply if lifts are on wind-hold (ie: Unable able to be operated due to high winds, low visibility or a combination of these weather elements) or undergoing temporary maintenance.

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.**



TERMS AND CONDITIONS OF EQUIPMENT HIRE AND RISK WARNING

The expression "*The Company*" wherever used in these conditions shall mean *Selwyn Snow Resort Pty Ltd* ACN 608 990 503 ABN 69 608 990 503 and its respective assigns, servants and agents and each of them jointly and severally.

1. The Hirer acknowledges receipt of the equipment in good order and condition and accepts full responsibility for its care. The Hirer agrees to compensate *The Company* for its loss (up to the full reinstatement value of the equipment) if the equipment is not returned (whether due to loss, theft or any other reason) or if the equipment suffers any abnormal damage during the period of hire, whether such damage occurred while it was in the hirer's possession or not. The Hirer agrees that any deposit lodged may be forfeited to pay for all or any part of these liabilities.
2. The Hirer agrees to pay a charge equivalent to the daily rate of hire in respect of each day that the equipment or any part thereof is returned after the date on which the equipment is due to be returned. No refund will be given for early return of the equipment.
3. The Hirer is familiar with the proper use of the equipment. The Hirer understands that the rental technicians are able to answer questions as to the proper use of the equipment, but the Hirer has not relied on any advice or representation made by them or by *The Company*.
4. The Hirer acknowledges that *The Company* recommends that all snowboarders wear wrist guards and that all skiers and snowboarders wear helmets, but recognises that the decision to wear a helmet is a matter of personal or parental choice.
5. The Hirer agrees to use the equipment in a safe and responsible manner and to comply with the Alpine Responsibility Code on display and with all signage and directions of *The Company*. The Hirer agrees not to sub-hire or lend the equipment to any other person.
6. The Hirer warrants that the information supplied in this Hire Agreement Form is true and correct and that there have been no misrepresentations in regard to the heights, weights, ages and skier abilities of any of the hirers on this form. The Hirer acknowledges that this information is required in order to properly adjust the ski boot / binding settings. The Hirer agrees that the settings appearing in the visual indicator windows on the bindings correspond with the settings recorded on this form. The Hirer agrees not to alter these settings. The Hirer further acknowledges and understands that the ski or snowboard boot / binding system will not release at all times or under all circumstances and will not guarantee safety.
7. **RECREATIONAL ACTIVITIES (INCLUDING SKIING, SNOWBOARDING, TOBOGGANING AND SNOW TUBING) INVOLVE A SIGNIFICANT RISK OF PHYSICAL HARM OR PERSONAL INJURY INCLUDING PERMANENT DISABILITY AND/OR DEATH TO PARTICIPANTS. ANY SUCH INJURY MAY RESULT NOT ONLY FROM ACTIONS OF THE HIRER, BUT FROM THE ACTIONS, OMISSION OR NEGLIGENCE OF OTHERS.**
8. The Hirer acknowledges the risk warning set out in paragraph 7 above and that the warning constitutes a risk warning pursuant to the *Civil Liability Act, 2002*.
9. The Hirer acknowledges that *The Company* provides "recreational services" as defined in the Competitions and Consumers Act 2010 (CCA) and assumes all risks in connection with the use of the equipment and further acknowledges that the subject to any non-excludable statutory provisions, including under the CCA, *The Company* is not liable for any breach of any guarantee or warranty that any of the services provided in relation to the equipment provided with reasonable care and skill.
10. Without limitation to paragraph 9 above and subject to any non-excludable statutory provisions, including under the CCA, *The Company* is not liable for and excludes liability to you for death, personal injury, the contraction or aggravation or acceleration of a disease and/or the coming into existence, aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs of any kind arising from or in relation to the equipment and whether due to accident, breakdown, defect and whether arising from default, negligence, misconduct or otherwise of *The Company* and to the fullest extent permitted by law all conditions, guarantees, warranties and representations to the contrary are excluded.
11. Without limitation to paragraphs 9 and 10 above, *The Company's* liability under any statute that cannot be excluded is, to the fullest extent permitted by law, limited at the option of *The Company* to the resupply of the services or the payment of the cost of having the services supplied again.

Without limitation to paragraphs 9, 10 and 11 above, the Hirer agrees to indemnify *The Company* from and against all claims and losses as described above, including any claims for damages howsoever arising from the use of the equipment.