

Terms and Conditions of Use

Perisher Blue Pty Limited

ACN 061 232 488 As trustee for The Snow Trust ABN 29 420 214 757

RISK WARNING:

RECREATIONAL ACTIVITIES (INCLUDING SKIING AND SNOWBOARDING) 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 YOUR ACTIONS BUT FROM THE ACTION, OMISSION OR NEGLIGENCE OF OTHERS.

This season pass:

1. is valid for the ski/snowboard season as displayed on the season pass;
2. remains our property at all times and must not be resold, transferred or altered in any way – and a breach of this condition will result in the confiscation of the season pass and will invoke police action;
3. must be worn on the upper torso so as to be visible at all times;
4. **WILL NOT BE REFUNDED OR REPLACED IF LOST OR STOLEN OR IF ANY FACILITIES ARE NOT OPERATING FOR ANY REASON OR IF ANY PORTION OF THE SEASON PASS IS UNUSED;**
5. may not entitle you to use some lifts as directed by our authorised employees;
6. entitles you to unlimited use of the Skitube between Perisher and Blue Cow for the duration of the ski season as displayed on the season pass;
7. does not entitle you to provide or receive ski or snowboard instruction except where provided by us, our employees or our agents.

Terms and conditions of use:

1. You acknowledge the risk warning set out in bold and capitals above and that the warning constitutes a risk warning pursuant to the Civil Liability Act, 2002.
2. You acknowledge that you will observe the Alpine Responsibility Code (printed on the rear of this form) and that you will conduct yourself in a safe and controlled manner at all times.
3. You must read all signs and follow directions given by us, our employees and agents.
4. You engage in any recreational activity at your own risk and you acknowledge that 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.
5. We make no warranties in relation to the services to be provided. Without limiting paragraph 4 above, all warranties, representations or conditions relating to the services we provide (whether express or implied and whether arising in contract at common law or 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 Trade Practices Act, 1974 which cannot be excluded, is limited at our option to the re-supply of the services or the payment of the cost of having the services supplied again.
6. You acknowledge that we are not liable to you for any loss, damage, injury or any incidental, indirect, special, consequential or economic loss or damage (including loss of opportunities, exemplary or punitive damages) whether to person or to property and whether arising from default, negligence, misconduct or otherwise by us, our employees or our agents and you indemnify us against all claims.

IF YOU BREACH ANY OF THE CONDITIONS OF THIS SEASON PASS WE MAY REQUIRE YOU TO FORFEIT THE SEASON PASS AND YOU WILL LOSE ALL PRIVILEGES ASSOCIATED WITH THIS SEASON PASS.

DECLARATION AND ACCEPTANCE FOR MINORS

If the pass holder is under 18 years of age on the date of purchase of the season pass, the parent or guardian must accept this declaration on behalf of the minor



ALPINE RESPONSIBILITY CODE

Regardless of how you enjoy your snow sport, always show courtesy to others and be aware **that there are inherent risks** in all snow recreational activities that common sense and personal awareness can reduce. These risks include rapid changes in the 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 share with others the responsibility for a great experience.

1. **Know your ability and always stay in control and be able to stop and avoid other people or objects. It is your responsibility to stay in control on the ground and in the air.**
2. **Take lessons from qualified professional instructors, to learn and progress.**
3. **As you proceed downhill or overtake another person, you must avoid the people below and beside you.**
4. **Do not stop where you obstruct a trail or run, or are not visible from above.**
5. **When entering a trail or run or starting downhill, look uphill and give way to others.**
6. **When riding chairlifts always use the restraining devices. Always use suitable restraints to avoid runaway skiing/boardng equipment. Ensure your equipment is in good condition.**
7. **Observe and obey all signs and warnings. Keep off closed trails or runs and out of closed areas.**
8. **Before using any lift you must have the knowledge and ability to load, ride and unload safely.**
9. **Do not ski, snowboard, ride a lift or undertake any other alpine activity if your ability is impaired by drugs or alcohol.**
10. **If you are involved in, or witness an accident or collision, alert Ski Patrol, remain at the scene and identify yourself to the Ski Patrol**

KNOW THE CODE. IT'S YOUR RESPONSIBILITY.

FAILURE TO OBSERVE THE CODE MAY RESULT IN CANCELLATION OF YOUR TICKET OR PASS BY SKI PATROL OR OTHER AUTHORISED PERSONNEL.

'RESPECT GETS RESPECT'

FROM THE LIFT LINE, TO THE SLOPES, THROUGH THE PARK AND THE RESORT.



Season Pass Holder Details

(Copy this page if more pass holders are required).

Adult Passes (Please tick the box next to the name if they were a Season Pass holder in 2006 or 2007)

1. Name Address
- Date of Birth/...../..... (Needed for accurate matching of 2006/7 customer details and picture)
- Town/City.....State.....P/Code.....
- Contact Phone..... Fax Email
2. Name
- Date of Birth/...../..... (Needed for accurate matching of 2006/7 customer details and picture)

Child/Student Passes (Please tick the box next to the name if they were a Season Pass holder in 2006 or 2007)

PLEASE NOTE THAT YOU WILL NEED TO PROVIDE EVIDENCE THAT THE CHILD/STUDENT QUALIFIES FOR THIS PASS. IF THE CHILD/STUDENT IS BETWEEN 15 AND 17 YEARS, A VALID ID AND A CURRENT LETTER OF SECONDARY SCHOOL ENROLMENT IS MANDATORY.

3. Name.....
- Date of Birth/...../..... Current School
4. Name.....
- Date of Birth/...../..... Current School
5. Name.....
- Date of Birth/...../..... Current School
6. Name.....
- Date of Birth/...../..... Current School

All Season Pass Holders must sign:

All applicants (guardians must sign for pass holders under 18 years of age) must read the Terms and Conditions contained within this document and retain a copy. By signing below each pass holder warrants that they have read, understood and accept the Terms and Conditions of Use and the Alpine Responsibility Code:

Holder 1:

Holder 2:

Holder 3: Parent/guardian name

Holder 4: Parent/guardian name

Holder 5: Parent/guardian name

Holder 6: Parent/guardian name

Send by mail or fax (02 6459 4488) to: 'Perisher Ticket Services', PO Box 42, Perisher Valley NSW 2624'

Privacy Statement

Perisher Blue Pty Limited collects the personal information requested on this form to enable the efficient provision of the goods and/or services that are requested by its customers and to complete the administrative and payment functions associated with this information. It is possible for you to gain access to this personal information held by Perisher Blue by writing to The Privacy Officer, Perisher Blue Pty Limited, PO Box 42 Perisher Valley, NSW 2624.

Occasionally Perisher Blue and other carefully selected companies would like to send you information on some great special events and offers. Please tick the box if you do not wish to receive such offers.

Contacting us

We may update our Privacy Policy Statement from time to time. The current statement is published on our web site at www.perisherblue.com.au. If you have any questions about your privacy, if you wish to update information we hold about you, make a complaint or request a copy of our most current Privacy Policy Statement, please write to: The Privacy Officer, Perisher Blue Pty Limited PO Box 42, Perisher Valley, NSW 2624. You can also telephone us on (02) 6459 4495, visit our website at www.perisherblue.com.au or email to privacy@perisher.com.au.