

# TERMS & CONDITIONS

## 2022 SEASON PASS TERMS & CONDITIONS

Please read all booking, payment, cancellation, and travel conditions below

### RISK WARNING

**RECREATIONAL ACTIVITIES (INCLUDING SKIING, SNOWBOARDING, USING LIFTS AND TO A LESSER DEGREE HIKING) 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**

### GENERAL

Selwyn Snow Resort Pty Limited is referred to as "SSR", "we", "us", "our" within these terms and conditions

By using your season lift pass or accessing the Resort you acknowledge that you have read and understood, and agree to be bound by, these Terms and Conditions of Use. Any adults who are parents or guardians of children who are unable to accept these Terms and Conditions of Use in their own capacity, do so on their behalf and must ensure they comply with them. Separate and additional terms and conditions may apply to the use of some of our facilities, equipment and services.

These Terms and Conditions of Use refer to various rights that may be exercised in our discretion, and the discretion of our staff. Mountain based recreational activities can be dangerous, and as a result we need the right to do so. We will, however, endeavour to ensure those rights are exercised in accordance with all applicable laws, and having regard to the need to protect staff, customers, property and equipment.

### GENERAL PROVISIONS

You must observe our COVID-19 Safety Policy and (for skiing or snowboarding) the Alpine Responsibility Code (both as set out below, and as updated in our discretion by notices displayed throughout the Resort) and conduct yourself in a safe, responsible and controlled manner at all times.

The use of any snow or mountain sport equipment or devices, whether recreational or otherwise, other than skis or snowboards during our snow season are not permitted within the Resort boundary. Tobogganing is only permitted in the designated area and general snow-play is also not permitted on designated ski runs.

You must read and comply with all signs and follow all directions given by us and our staff, and by any public health official or law enforcement officer.

You acknowledge that the risks associated with mountain based recreational activities are not always prominent,

conspicuous or physically observable and you accept those risks nonetheless.

### LIMITATIONS AND EXCLUSIONS OF LIABILITY

1. This section contains limitations and exclusions on our liability. Those limitations and exclusions are not intended to apply in any circumstances where the law does not permit us to do so, whether under the Competition and Consumer Act 2010 (Cth), the Civil Liability Act 2002 (NSW) or otherwise.
2. You engage in any recreational activity at your own risk, and you acknowledge that except to the extent that the law provides that liability cannot be excluded, we are not liable for breach of any warranty that services we provide will be rendered with reasonable care and skill.
3. Where we provide "recreational services" as defined in the Competition and Consumer Act 2010 (Cth) (which include sporting activities or similar leisure time pursuits), to the maximum extent permitted by that legislation we exclude all liability to you for personal injury (as defined below) arising out of any failure by us (or our employees or agents) to comply with any consumer guarantees applying under that legislation (including those set out in the Australian Consumer Law). For these purposes, "personal injury" means:
  - a. death;
  - b. any physical or mental injury of an individual (including the aggravation, acceleration or recurrence of such an injury);
  - c. the contraction, aggravation or acceleration of a disease of an individual; 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.

4. Where liability cannot be excluded, we limit our liability to the maximum extent permitted by law.
5. We make no warranties in relation to the services to be provided. Without limiting paragraph 2 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 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 Competition and Consumer Act 2010 (Cth) 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.
6. Except to the extent that the law, including the Competition and Consumer Act 2010 (Cth) provides that liability cannot be excluded, you acknowledge that we are not liable to you for any Personal Injury or death, which includes loss, damage, injury to you or any persons and any 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 or our agents and you indemnify us against all such claims.
7. However nothing limits our liability for representations or other communications (either oral or written) made by us, where by law such liability cannot be excluded.
8. The term "including" in these Terms and Conditions of Use is not a term of limitation.

#### **YOUR 2022 SEASON PASS**

Your season lift pass:

- a) Is valid only for the 2022 Winter Season
- b) Must only be used by you
- c) Remains our property at all times and:
  - i. must not be resold or altered in any way;
  - ii. is valid for use by the assigned pass holder only and cannot be transferred to any other person. Where a season lift pass is transferred to or used by another person then the pass may be cancelled by us;
  - iii. You acknowledge and accept that you are liable for any misuse that occurs while your pass is not in your possession unless you have already reported to us your pass has been lost or stolen prior to the misuse occurring. You acknowledge and accept that you may lose your pass privileges if another person is caught using your pass prior to you reporting your pass lost or stolen to us; and
  - iv. You are responsible for immediately reporting to us if your season pass is lost, stolen or damaged by reporting the circumstances to any Selwyn Guest Services office in person or calling 02 6454 900 during business hours.
- d) Must be available and produced for inspection upon request by our staff at lift access points for verification of validity. If requested by our staff, you must produce photo ID as proof that you are the valid passholder.
- e) Subject to any refund rights you have under the Australian Consumer Law, or under our Cancellation Policy not be refunded in whole or part if:

- i. you do not comply with these Terms and Conditions and your season lift pass is cancelled as a result;
- ii. any Resort facilities are not operating for any reason, including weather, safety or any other operational closure, restriction or limitation or as directed by our staff in their discretion; or
- iii. any portion of the pass is unused.

Does not entitle you to provide or receive ski or snowboard instruction. Any such instruction may only be provided by our staff and is to be purchased and arranged separately.

- f) May be cancelled by us at any time:
  - i. if you fail to adhere to these Terms and Conditions of Use, which include the COVID-19 Safety Policy; or
  - ii. we otherwise consider appropriate in our discretion to protect our staff, customers, property and equipment, including in response to unacceptable behaviour by you that includes physical or verbal abuse towards our staff and other customers.

Any breach of these conditions may also invoke police action. Where we have reason to believe that a season lift pass has been transferred to another person, no refund will be provided or credit payable for the purchase price of the cancelled pass, even if a portion of the pass remains unused.

#### **COVID-19 SAFETY POLICY**

Please refer to [www.selwynsnow.com.au](http://www.selwynsnow.com.au) for the most up to date information

#### **ALPINE RESPONSIBILITY CODE**

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 forfeiture of skiing/snowboarding privileges.

#### **OBSERVE THE CODE AND SHARE WITH OTHERS THE RESPONSIBILITY**

**KNOW THE CODE IT'S YOUR RESPONSIBILITY. "RESPECT GETS RESPECT" FROM THE LIFT LINE, TO THE TRAILS, THROUGH THE PARK AND THE RESORT**

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

#### **SELWYN SNOW RESORT DRONE POLICY**

To maximise safety for staff, customers, property and equipment, we prohibit the unauthorised operation or use of any remotely piloted aircraft or any form of aerial drones (whether by recreational or commercial users) within the Resort area without our approval.

# 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.**

