

TERMS & CONDITIONS

SNOW PLAY TERMS & CONDITIONS

Please read all booking, payment and cancellation conditions below.

CHANGES & CANCELLATIONS TO BOOKINGS

No changes will be made to bookings prior to arrival unless you have purchased Flexi Insurance. This includes name changes to Toboggan Access Passes.

GENERAL TERMS & CONDITIONS

1. Selwyn Snow Resort (SSR) reserves the right to change pricing at any time.
2. Booking is not confirmed until you receive a confirmation of booking email from us.
3. In the event of an item or activity being booked out you will be offered an alternative if available. If not available or you decline the offer you will receive a full refund.
4. All activities are subject to weather and snow conditions. SSR reserves the absolute right to cancel any activity on any day.
5. A Toboggan Access Pass is required by each person to enter the Designated Tobogganing Area
6. Accepted form of payment are Visa or Mastercard
7. Waiver forms need to be signed for some activities
8. Some activities attract bonds.
9. Any special offer is only valid for the season purchased in.
10. Only Moulded Plastic Toboggans maybe used on the toboggan runs, compressed foam, wooden, metal toboggans are prohibited.
11. Customers are not able to use their own equipment apart from Authorised Toboggans in (9).
12. Terms and Conditions may change without notice.

Disclaimer

Snow Play Is A Dangerous Activity!

In consideration for being permitted to participate in any way in regards to Selwyn Snow Resort Snow Play Activities, I acknowledge and accept that: Snow Play is a dangerous recreational activity and snow cover can be unpredictable (changeable) due to conditions.

There is a significant risk that serious INJURY or DEATH may result from Snow Play.

I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of Selwyn Snow Resort Pty Ltd (SSR). and I voluntarily PARTICIPATE at my OWN RISK and assume sole responsibility for any injury, death or property damage I may suffer that arises from my participation in Snow Play activities.

I understand and acknowledge the dangers associated with the consumption of alcohol or any mind-altering drugs

before and during the Snow Play Activity and I take full responsibility for any injury, loss or damage associated with their consumption. I agree not to drink alcohol or take drugs whilst performing Snow Play activities at this venue.

I agree to follow the directions of any staff member or official and that any misconduct or refusal by me to follow any direction of any staff member or official can result in the CANCELLATION of my participation in the snow play activity without refund. I understand that any such non-compliance may result in injury, death and/or permanent disability and I agree to indemnify the Releasees against all claims made by any person as a result of my failure to comply.

I agree to wear a helmet at all times whilst participating in the Snow Play Activity and agree that I am solely responsible for ensuring that whilst participating I wear a suitable helmet at all times and take sole responsibility for my actions.

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release and hold harmless and agree not to sue SSR, and/or the staff, their officers, contractors, officials, volunteers, agents and/or employees, other participants, sponsoring agencies, sponsors, state bodies, and if applicable, owners and lessors of premises used to conduct the Snow Play activities with respect to any and all injury, disability, death, or loss or damage to person or property, whether caused by the negligence of the releasees or otherwise.

GENERAL

Products are only available to purchase at specified period via our online store. Products must be booked in advance for special/associated discounts to apply and prior to arrival.

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 (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.

The Competition and Consumer Act 2010 implies into contracts for the supply by a corporation of services to a consumer certain non-excludable warranty that, amongst other things, the services will be tended with due care and skill. Except to the extent that the ticket holder has non-excludable rights under the Act, tickets are issued to the holder (or his agent) on the condition that Selwyn Snow Resort Pty Ltd (SSR) shall not be liable for any loss, damage or injury whatsoever to the person or property of the holder howsoever caused or occurring whether or not within, upon or adjacent to any of the property, facilities or leasehold areas of SSR and whether or nor caused by or arising from any default, negligence, misconduct or otherwise of SSR, it's assigns, servants and agents.

You acknowledge the risk warning set out in bold and capitals below and that the warning constitutes a risk warning pursuant to the Civil Liabilities Act

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.

You engage in any Recreational Activity at your own risk.

BOOKING CATEGORIES

Senior	65 years and over
Adult	18 years – 64 years
Child	4 -17 years
Under 3	0 – 3 years

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 bookings made via credit card will be accepted.
- b. *Internet (online) bookings* – Full payment is due at time of booking.

CANCELLATIONS

There are NO refunds on products. *Selwyn Snow Resort Pty Ltd* will not be held responsible for costs, loss of deposits and payments made or other fees incurred due to cancellations resulting from unforeseen circumstances, medical conditions or changes to travel plans. No products will be transferred to the following year.

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

- a. There are no refunds on any product pre-booked.
- b. 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.
- c. No refunds are given to customers due to injury.
- d. Refunds will not be given on 'no shows' or any components of Products 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/THE SELWYN CARD

Any Pass Card lost or misplaced will not be automatically replaced. Your Pass Card will be cancelled, and a replacement card purchased for a fee.

SNOW CONDITIONS

Under no circumstances can SSR be held responsible for snow or weather conditions. No product will be recompensed due to snow conditions. SSR recommends 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 products purchased.

If you have any queries regarding our Terms & Conditions, please contact Selwyn Snow Resort Administration on 02 6454 9000.

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.**

