

TERMS & CONDITIONS

BOOKING TERMS & CONDITIONS

It is your responsibility to read all Selwyn Snow Resort Terms and Conditions.

By purchasing a Selwyn Snow Resort product you agree to all Selwyn Snow Resort Terms and Conditions.

Selwyn Snow Resort retains the right, acting reasonably, to vary all Terms and Conditions from time to time.

GENERAL

You must read all signs and follow all directions given by us, our employees or agents.

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 not 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 below) 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

Selwyn Snow Resort Pty Ltd (SSR) may vary the advertised or offered price of any Selwyn Snow Resort products, but once you have purchased a product the price will not change.

You acknowledge that, despite our reasonable precautions, products may be listed on the website at the incorrect price, with incorrect information, or which are unavailable due to typographical error or other oversight. We reserve the right to not honour an incorrect price.

Resort Facilities may be closed from time to time for weather, safety, or other operational reasons as reasonably directed by Selwyn Snow Resort.

SSR will not tolerate abusive or aggressive behaviour from our guests. We will refuse to deal with and may confiscate or cancel relevant products (without providing a refund and/or credit) of any guest who acts in a manner SSR deems unacceptable.

All tickets remain the property of 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.

The 2024 Winter Season may begin later and end earlier, subject to weather conditions. SSR makes no guarantee as to the snow conditions, or lifts that will be in operation on the day of your visit.

CHANGES & CANCELLATIONS

There are NO refunds on any SSR products. SSR will not be held responsible for costs, 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. There are no date changes on any SSR products.

Published operational times of lifts and services may vary and are subject to change or cancellation without notice due to adverse weather conditions, maintenance activity or other operational reasons.

REFUNDS/CREDITS

- a. There are no refunds on any pre-booked products.
- b. No refunds are given to guests 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 to 'no shows' or any components of Products (Lift Passes, Rentals, Lessons, Toboggan Passes or Season Passes) that are not utilised.
- e. You will not be entitled to a refund if 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 any other circumstances outside our control.

All refunds/credit requests will be assessed concerning 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.

We reserve the right to request further supporting material from you to substantiate to our reasonable satisfaction the relevant reason for your cancellation and refund request.

BOOKING CATEGORIES

Senior	65 years or older
Adult	17 – 64 years
Child	4 – 16 years
3 & Under	0 – 3 years

PAYMENT

Selwyn Snow Resort operates on a cashless basis. We accept credit cards and debit cards at all Selwyn Snow Resort Venues. American Express is not accepted.

When making a payment you agree to the following:

- a. *In person* – You must provide credit card details to secure the booking and pay in full. Only reservations made by credit card will be accepted.
- b. *Internet (online) bookings* – Full payment is due at the time of booking.

AMENDMENTS

Once an SSR product has been purchased, all changes to the original booking will attract a \$50 amendment fee. Amendments include date and product changes. Amendments will not be accepted less than 21 days prior to arrival.

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.

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.

PRIVACY

SSR is committed to respecting your privacy and recognises the need for appropriate protection and management of the 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 to accurately fulfil your booking including any required contact where there is an issue with the booking requested/ placed.

TRAVEL INSURANCE

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

EQUIPMENT/FACILITIES

If equipment and or facilities fail, SSR will endeavour to

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.**

