

## TERMS & CONDITIONS

### ALL RESORTS ENTRY VEHICLE SEASON PERMIT 2024

#### Important Conditions of Purchase

These terms and conditions of purchase (**Conditions**) apply to permits purchased for general resort entry to the Falls Creek, Mt Buller, Mt Stirling, Mt Hotham, Mt Baw Baw and Lake Mountain Alpine Resort Crown Land Reserves (together the **Resorts** and each a **Resort**) available for purchase online at each of the following Resort websites (**Websites**):

- Falls Creek (<https://www.falls creek.com.au>);
- Mt Buller (<https://www.mtbuller.com.au>);
- Mt Stirling (<https://www.mtstirling.com.au>);
- Mt Hotham (<https://www.mthotham.com.au>);
- Mt Baw Baw (<https://www.mountbawbaw.com.au>); and
- Lake Mountain (<https://www.lakemountainresort.com.au>).

An All Resorts Entry Vehicle Season Permit (**Permit**) can be used during the 'snow season' as declared by the Alpine Resorts Victoria pursuant to the Alpine Resorts (Management) Regulations 2020 (**Declared Snow Season**).

1. Each Permit issued by Alpine Resorts Victoria (**Supplier**) is subject to the following Conditions.
2. Each Permit entitles the relevant holder of the Permit (**Permit Holder**) to access the Resorts during the Declared Snow Season.
3. The Resort through which the Permit Holder purchased the Permit is the Permit Holder's principal Resort (**Principal Resort**). The Principal Resort assumes responsibility for management of the Permit, including administration, and associated fees and refunds (where applicable under these Conditions)
4. The price of the Permit can be found on any of the Websites as well as the Alpine Resorts Victoria website located here: <https://www.alpineresorts.vic.gov.au/>. No Permit will be issued unless and until the Supplier has received payment of the price in full. A Permit Holder must ensure that the Permit is affixed to the lower driver's side of the front windscreen of the vehicle listed on the Permit and with the expiry date clearly visible before entering into the Resort – Regulation 20(4) Alpine Resorts (Management) Regulations 2020. A Permit Holder may be refused entry to the Resort if the Permit cannot be shown at the time of entry and/or receive a fine for failure to display the permit as prescribed under the *Alpine Resorts (Management) Regulations 2020* (Vic).
5. The Permit is only available in respect of privately registered motor vehicles (less than 10 seating capacity), excluding commercial motor vehicles. Commercial motor vehicles include any motor vehicles which are used or intended to be used for carrying passengers for hire or reward. In relation to trailers:
  - a. For Falls Creek Alpine Resort, a Permit Holder who has a trailer must stop at Howman's Gap Ticket Box to purchase a separate Permit for the trailer, which will attract an additional fee in accordance with these Conditions. Trailer access will be determined by the Supplier and are subject to road and access conditions. For the avoidance of doubt, trailers must not enter the Resort during the Declared Snow Season without express permission from the Supplier; and
  - b. For all other Resorts, trailers are not permitted when chains are being fitted as per the Resorts declaration.
6. Village Access

- a. For the sake of clarification, the Permit only entitles the Permit Holder access to the Resorts' car parks. However, subject to clause 6.b, where these car parks are in the Resort village (Mt Hotham), village access is not restricted.
  - b. Falls Creek Alpine Resort: The Permit does not allow village access other than in instances of low or no snow on the village roads in which case the Supplier may determine (in its absolute discretion) to allow access for a maximum 30 minute baggage drop off.
7. Where a vehicle with a Permit is sold, damaged or the windscreen broken, the Permit must be removed and the Permit (or as much of the Permit that remains intact, which if possible, should include the Permit number) returned to the Supplier for a replacement. For the avoidance of doubt, a Permit is not subject to a refund in such an event. A replacement Permit will only be issued to a vehicle registered in the same name as the original Permit and proof of ownership via registration papers must be produced. The fees for Permit replacement are set by the Principal Resort and can be found on the Resorts' Websites.
8. The Permit:
  - a. remains the property of the Supplier, is not transferable and cannot be resold;
  - b. is valid only for the date/s shown on the Permit and, subject to clause 7, in respect of the vehicle shown on the Permit (note that the registration number on the Permit must not be altered);
  - c. is void if the seal is broken; and
  - d. will be delivered to the Permit Holder, or must be collected by the Permit Holder from the Principal Resort (during the operating hours set out on the relevant Website), as specified on the relevant Website during checkout.
9. The Supplier may at its discretion withdraw or cancel any Permit or refuse entry to any or all of the Resorts if it determines, in its reasonable opinion, that a Permit Holder has breached any of these Conditions in a material respect.
10. The Permit Holder acknowledges and agrees that due to the nature and location of the Resorts, access to any or all of the Resorts during the Declared Snow Season may be impacted from time to time by weather and access conditions which are outside of the Supplier's reasonable control. Subject to Conditions 13 and 29, the Supplier will not be liable to any Permit Holder for any loss or damage (including, but not limited to, indirect or consequential loss or damage, for example, but not limited to, travel and accommodation costs) suffered as a result of or arising from the closure of a Resort for any reason) including but not limited to road closures.
11. Except as set out in Condition 13, and subject to Condition 29, the Supplier will not be liable to refund payments made for Permits under any circumstances, including, but not limited to:
  - a. the Permit Holder's change of mind;
  - b. a Force Majeure Event (other than as outlined in Condition 13) including:
    - i. fire or explosions;
    - ii. earthquake or major earth tremor;
    - iii. tempest, hurricane or cyclone;

- iv. flood;
  - v. avalanche or landslide;
  - vi. lightning strike;
  - vii. industrial strike;
  - viii. sabotage, vandalism and malicious damage;
  - ix. war and hostilities and civil war; and
  - x. anything else outside of the Supplier's reasonable control, whether similar to the matters above or not;
- c. poor snow conditions;
  - d. other facilities within a Resort not operating or open (for example the village shuttle service not operating);
  - e. where the lift service is not operational (other than as set out in Condition 11.b); or
  - f. any other circumstance beyond the reasonable control of the Supplier.
12. Subject to Condition 13, the Supplier is excused from performing its obligations under these Conditions to the extent caused by a Force Majeure Event (as set out in Condition 11.b).
13. Subject to Conditions 14 to 17 (inclusive), the Supplier will refund Permit Holders for payments made for Permits only in the following limited circumstances:
- a. where the Supplier is required by law to provide a refund, in which case such refund will be provided in accordance with those laws;
  - b. if the Supplier chooses to close at least three of the Resorts at any time during the Declared Snow Season, which must include the Principal Resort (**Applicable Resorts**) for operational, safety or maintenance reasons;
  - c. if the Applicable Resorts are forced to close at any time during the Declared Snow Season due to a Government Directive;
  - d. if the Victorian Government has issued "stay at home orders" or the Permit Holder has been required by law to isolate at any time during the Declared Snow Season;
  - e. if the lift operators at the Applicable Resorts make the determination not to operate the lifts for an extended period of time at any time during the Declared Snow Season due to COVID19 and / or a Government Directive; or
  - f. if direct access to the Applicable Resorts is closed to the general public due to a directive from state government or emergency declaration at any time during the Declared Snow Season. For the avoidance of doubt this does not include closures due to an accident, bad weather or the like.

14. If one of the events in Conditions 13.b - 13.f occur, the Permit Holder will be entitled to apply for a refund as follows:

- a. a full refund of the price of the Permit if the Permit Holder has not had access to any Resorts within the Declared Snow Season; or
- b. a proportionate refund of the price of the Permit will be provided in accordance with the Pro rata refund Schedule below:

<b>Number of Days Permit Used at any Resort</b>	<b>Refund Percentage (of purchase price)</b>	<b>Online Refund</b>
1 day	93%	\$1,003
2 days	86%	\$927
3 days	79%	\$852
4 days	72%	\$776
5 days	65%	\$701
6 days	58%	\$625
7 days	51%	\$550
8 days	44%	\$474
9 days	37%	\$399
10 days	30%	\$323
11 days	23%	\$248
12 days	16%	\$172
13 days	9%	\$97

14 days +	0%	\$0
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15. The payment of a refund to Permit Holders under Condition 14 is conditional on the Permit Holder:
- applying for a refund by 18 October 2024 via the channel advised on the Website of the Permit Holder's Principal Resort;
  - providing proof of purchase of the Permit;
  - returning the Permit to the Supplier via registered post (at its cost) within two weeks of receiving confirmation by the Supplier that the Purchaser has met the refund conditions; and
  - if Condition 13.d applies, providing a statutory declaration confirming that the Permit Holder was subject to a stay at home order or was required by law to isolate during any period of the Permit (if requested by the Supplier).
16. For the avoidance of doubt, refunds will not be automatically processed if an event described in Condition 13.d occurs. All Permit Holders seeking a refund must apply for the refund in accordance with the process in Condition 15 above (unless otherwise required by law).
17. Refunds will only be processed by the Supplier on receipt of the returned Permit as required under Condition 15.c (and provided Conditions 13 and 15 have been met). Refunds can take up to 14 business days to show in an account. Refunds will not be provided for fees such as third-party service and delivery fees, postal charges, bank fees and other third party charges. Interest will not be payable in respect of any monies refunded. No refunds will be made for Permits which, for any reason, were provided free of charge.
18. At all times while in the Resort, the Permit Holder must comply with:
- the Alpine Responsibility Code which is available at [www.fallscreek.com.au/AlpineResponsibilityCode](http://www.fallscreek.com.au/AlpineResponsibilityCode);
  - the Alpine Resorts (Management) Act 1997 and associated regulations;
  - Alpine Resorts (Management) Regulations 2020;
  - any directive made under the Public Health and Wellbeing Act 2008 (Vic); and
  - all signs (including during hours of darkness) or other directions of the Supplier or any of its employees and agents.
19. Permit Holders acknowledge and agree that:
- ski lifts at the Resorts may be owned and operated by the Supplier or by an independent third party;
  - purchasing a Permit does not guarantee that ski lifts will be operational or that ski lift passes will be available for purchase;
  - subject to clause 29, the Supplier will have no liability to the Permit Holder for any

unavailability of ski lift passes or inability to use the ski lifts.

20. Permit Holders must park within marked bays or in accordance with the reasonable directions of Resort staff or signage. If a Permit Holder is found to have left a vehicle in a position which causes any obstruction to footpaths, roads or is outside of marked parking bays, the Permit Holder may be subject to a fine as prescribed under the *Alpine Resorts (Management) Regulations 2020* (Vic).
21. If any of the Resorts are closed or inaccessible for one of the reasons set out in Conditions 13.b - 13.f, the Supplier will use reasonable endeavours to notify Permit Holders. However, the Supplier does not guarantee that Permit Holders will be informed of such closure before they arrive at the Resort. Permit Holders should regularly check the relevant Website.
22. The Supplier is not obliged to replace a Permit or provide a refund for a lost, stolen or damaged Permit but may do so in its absolute discretion (provided the Permit Holder can show satisfactory proof of purchase) in which case a replacement fee of \$30 will apply.
23. Permit Holders acknowledge that the Supplier and third parties authorised by the Supplier may make or record film, photographs or other forms of moving picture, still picture or any of them at the Resorts (including, but not limited to, of Permit Holders). Each Permit Holder grants to the Supplier and third parties authorised by it, permission to use photographs, film, tape, or other images or likenesses of the Permit Holder in any media (including publication within or outside Victoria, Australia and for any purpose without identification or compensation or payment of any kind).
24. The Supplier collects personal information about patrons attending the Resorts. The Supplier may collect the name, address, phone number and email address of permit holders, as well as film, photographic and other footage, for the purposes of conducting research, marketing and promotional activities in respect of the Resorts. Film and photographic footage may be used as set out in Condition 23. If the Permit Holder does not provide the Supplier with the personal information described above:
  - a. the Permit Holder may not be admitted to the Resorts; and
  - b. the Supplier may not be able to provide the Permit Holder with information about products and services that the Permit Holder may want, including information about discounts, sales or special promotions and / or notification about Resort closure or accessibility (as applicable) as set out in Condition 21.

The Supplier may disclose the personal information it collects to its employees, related bodies corporate, contractors and service providers (including, but not limited to, research, marketing and promotional organisations). The Supplier is not likely to disclose the information to overseas recipients.

The Supplier's privacy policy in respect to each Resort can be found on the Resort's Website and contains more details about:

- i. the personal information it collects and how that information is dealt with;
- ii. how a Permit Holder may access the personal information which the Supplier holds about them and seek correction of that information; and
- iii. how a Permit Holder may complain about a breach of the Australian Privacy Principles and how the Supplier will deal with such a complaint.

25. Alternatively, to find out more about how the Supplier collects and uses personal information, contact our Privacy Officer at 19 Highett Street Mansfield 3722, or email [info@alpineresorts.vic.gov.au](mailto:info@alpineresorts.vic.gov.au).
26. Unless a Permit Holder advises the Supplier to the contrary, the Permit Holder consents to receiving future promotional and marketing material from the Supplier and its related entities, including, but not limited to, via electronic messages (e.g. email, SMS etc). If a Permit Holder does not wish to receive promotional and marketing material, they should select the unsubscribe option where applicable or contact the Privacy Officer using the details set out in Condition 25.
27. Permit Holders acknowledge and agree that any part or parts of these Conditions which contravene the law of a relevant jurisdiction and are not enforceable may be read down and are severable and do not invalidate the remaining conditions.
28. These Conditions are governed by the laws in force from time to time in Victoria. The parties submit to the exclusive jurisdiction of the courts of Victoria.
29. The Australian Consumer Law (as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth)) (**Australian Consumer Law**) provides Consumers (as that term is defined in the Australian Consumer Law) with a number of protections and Consumer Guarantees that cannot be excluded or limited (**Non-Excludable Rights**). Other than as set out in Condition 33 and 34, these Conditions, and in particular any limitations of liability set out in these Conditions, are therefore subject to, and will not apply to the extent that they limit or exclude, such Non-Excludable Rights.
30. Subject to Condition 29, the Supplier excludes:
  - a. any term, condition or warranty that may otherwise be implied into these Conditions;
  - b. any liability for loss, death or personal injury incurred as a result of or in connection with undertaking activities at any Resort, except to the extent caused by the Supplier;
  - c. any liability for damage to a Permit Holder's property as a result of or in connection with undertaking activities at any Resort, except to the extent caused by the Supplier; and
  - d. any liability for indirect or consequential loss (such as loss of profits, loss of revenue and loss of opportunity).
31. Permit Holders indemnify the Supplier, its personnel, contractors, and any associated entities (**Indemnified Parties**) against all loss, liability, damage or expense incurred by any of the Indemnified Parties in connection with undertaking activities at any Resort, to the extent caused by the Permit Holder. However, the Permit Holder's liability under this clause 31 will be reduced to the extent the loss, liability, damage or expense is caused or contributed to by an Indemnified Party. The Supplier holds the benefit of this indemnity on its own behalf and on behalf of each Indemnified Party.
32. Permit Holders consent to receive and agree to pay for any medical or hospital treatment (including without limitation, ambulance transportation) which is considered in the opinion of the Supplier or its personnel to be advisable while at the Resort. Each Permit Holder indemnifies and will keep indemnified on demand the Supplier for all costs associated with any medical treatment required.
- 33. RISK WARNING – Alpine Resort Conditions**
  - a. To the maximum extent permitted by law, parking of vehicles at any Resort is at your own risk. The Supplier accepts no liability for damage or loss that may occur to your vehicle while parked at any Resort (except, subject to Condition 33.b, where such loss or damage is directly caused by the Supplier).

- b. Resort operations involve heavy snow clearing machinery operating in difficult conditions. Incidental damage to vehicles can occur from time to time if vehicles are not parked correctly or Permit Holders do not follow the directions of the Supplier. In such circumstances the Supplier will not be responsible for any loss or damage that occurs during this process (except where such loss or damage is a result of the Supplier's negligence or wilful misconduct).
- c. Condition of roads and road surfaces is highly dynamic based on weather, visibility, snow clearing, treatment and surface integrity. The Supplier does not make any guarantee as to the suitability of the roads and car parks for specific vehicles nor guarantee levels of hazard reduction. All Permit Holders must follow any directions provided by the Supplier, including directions regarding the fitting of chains. Permit Holders acknowledge and agree that such directions are necessary to manage and mitigate risks based on the circumstances and conditions at the time.
- d. Where circumstances arises such that the Supplier forms the view that there is a risk to you or other Permit Holders (e.g. if a vehicle falls off a road, becomes trapped or is otherwise located in a position that poses a risk to you or other Permit Holders), the Supplier or a nominated third party may move your vehicle or take any other action that it considers reasonably necessary at the time in order to remove or mitigate such risk. The Supplier will not be responsible for any loss or damage that occurs during this process (except where such loss or damage is a result of the Supplier's negligence or wilful misconduct).
- e. Walking within an alpine village has inherent risks due to the prevalence of snow and ice. The Supplier does not make any guarantee as to the hazard status of public access areas that are highly impacted by weather conditions. Permit Holders must use extreme caution and take appropriate hazard reduction measures (such as boot chains) to ensure you can safely navigate these areas.
- f. Resort roads are shared zones with over snow machinery, skiers and walkers. Permit Holders must use extreme caution at all times when navigating these areas.

#### 34. RISK WARNING – Recreational Activities

This risk warning applies in relation to any activity undertaken at a Resort in connection with the Permit, including but not limited to skiing, snowboarding, using ski lifts, snow tubing, tobogganing and snow play (**Recreational Activities**).

- a. To the extent permitted by the law and in respect of any Recreational Activities, Permit Holders hereby release and discharge each of the Supplier, its personnel, contractors, and any associated entities (the **Released Entities** and each a **Released Entity**) from all liability arising in relation to: death;
- b. the physical or mental injury of an individual (including the aggravation, acceleration recurrence of such an injury of the individual);
- c. the contraction, aggravation or acceleration of a disease of an individual;
- d. 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 in relation to an individual that is or may be harmful or disadvantageous to the individual or community or that may result in harm or disadvantage to the individual or community,
- e. any failure to comply with the provisions of Subdivision B of Division 1 of Part 3-2 of the



Australian Consumer Law,

however it may be caused and even if caused by negligence or lack of due care and skill of the Released Entities, arising from or connected with the Recreational Activities, except to the extent that any significant personal injury suffered by, or death of, a person is caused by the reckless conduct (or any other form of gross negligence) of a Released Entity.

**WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012**

If you sign or otherwise accept this form, you will be agreeing that your rights to sue the supplier under the *Australian Consumer Law and Fair Trading Act 2012* are excluded, restricted or modified in the way set out in this form, if you are killed or injured because the services provided were not in accordance with the statutory guarantees outlined below.

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you:

- (a) are rendered with due care and skill; and
- (b) are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- (c) might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the *Australian Consumer Law and Fair Trading Act 2012*, the exclusion of these statutory guarantees is brought to your attention by this form.

**NOTE:** The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. **Gross negligence**, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 and section 22(3)(b) of the **Australian Consumer Law and Fair Trading Act 2012**.