

2014 Ski and Snowboard School Seasonal Program Terms & Conditions

GENERAL CONDITIONS

1. DEFINITIONS:

In these conditions unless there is something in the subject or content inconsistent therewith:

1.1 'Act' means the *Competition and Consumer Act 2010 (Cth)* and the Australian Consumer Law

1.2 'Applicant' means the person purchasing a Ski & Snowboard School Seasonal Program Product.

1.3 'B-Tag' means a piece of RFID media that when activated provides access to the Ski Lifts and lunch vouchers.

1.4 'Claim' means any claim, demand, action or proceeding in relation to the performance or non-performance of the services, products or any other obligation under these conditions, whether arising under the law of contract, equity, tort (including negligence), strict liability, breach of statutory provision or otherwise.

1.5 'Company' means Buller Ski Lifts Pty. Ltd, trading as Mt Buller Ski & Snowboard School ABN 20 006242066 its directors, officers, employees and agents and its related bodies corporate as defined in the *Corporations Act 2001 (Cth)*.

1.6 'Cut off Date' means the last date an applicant may take advantage of a discounted rate as stated on the Website from time to time.

1.7 'Event' refers to any on-mountain or off mountain competition

1.8 'eStore' means the online retail website for the sale of the Company's services and products to consumers.

1.9 'Fee' refers to the amount payable for the provision of service as outlined in the seasonal program offer.

1.10 'Prescribed Terms' means any terms, conditions and warranties which the law (including the Act) expressly provides may not in respect of these conditions be excluded, restricted or modified, or may be excluded, restricted or modified only to a limited extent.

1.11 "Seasonal Program" refers to the products as offered by the Ski & Snowboard School which include, Snow Squad Mini; Snow Squad X; Snow Squad Evolution and Snow Squad Rider or any other program as may be promoted from time to time.

1.12 'Ski Lifts' means such lifts as may be operated by the Company at the Resort from time to time during the Snow Season

1.13 'Snow Season' means the period in each calendar year during which the Company shall operate the Ski lifts which period is proposed to commence on or about the Queens Birthday weekend and is proposed to expire on or about 30 September PROVIDED THAT the Company may in its absolute discretion determine in accordance with the snow and/or weather conditions prevailing on any particular day or days during the Snow Season, the quality and the nature of the Ski Lifts (if any), the services and facilities to be operated or offered by the Company on that day.

1.14 'Snow Dough' means the stored value facility that may be linked to a B-Tag.

1.15 'These conditions' means these conditions including the General Terms,

1.16 'Vouchers' means benefits, gifts or promotional items provided to a Holder at the Company's sole discretion.

1.17 'Website' means the eStore accessed through 'www.bslestore.com.au' or 'www.mtbuller.com.au' and content supplied by the Company for that site.

2. Terms of Use of Website

2.1 The Domain name Mtbuller.com.au is owned by Mt Buller and Mt Stirling Alpine Resort Management Board ABN 44 867 982 534 of Mt Buller, Victoria, Australia and its use is subject to its terms and conditions. The Company has provided proprietary material for display on that site.

2.2 The Website is provided by the Company.

2.3 The Website may provide links to third party websites and the products or services of third parties. The Company is not responsible and is not liable in any way for third party content provided on or through the Website. Your access or use of the third party sites is at your own risk.

2.4 This Website may from time to time display third party advertisements. Such advertisements may or may not contain hyperlinks to third party websites. The Company does not endorse or recommend the goods or services of such advertisers or their websites. If you purchase any goods or services from them or visit any of their websites, you do so at your own risk.

2.5 Copyright in the Website is owned by the Company or its licensors.

2.6 You may download, store, display on your computer, view, listen to, play and print materials that the Company publishes or broadcasts on the Website or makes available for free download through the Website subject to the following: (a) the materials may be used by you solely for your own information and evaluation purposes relating to the Company's products and services; (b) the materials may not be modified or altered in any way; and (c) the materials may not be redistributed or sold to other parties.

2.7 No content may be used, reproduced, distributed, stored in an electronic or other retrieval system, adapted, uploaded to a third party location, framed, performed in public or transmitted in any form by any process whatsoever without the written permission of the Company except:

(a) as expressly permitted in these conditions, or

(b) as permitted under the Copyright Act 1968 (Cth) or other applicable laws.

2.8 The Website may contain trade marks or logos of the Company, other companies or organisations and these are proprietary to the owner(s) of such marks. No use of the trademarks or logos without prior written permission of the Company is permitted.

2.9 The Company may at any time discontinue or limit access to the Website or its content. The Company may terminate or limit your access to the Website if you breach these conditions. All disclaimers and limitations of liability by the Company will survive termination.

2.10 To the extent permitted by law, the Company gives no guarantees or warranties in relation to this Website. In particular, the Company does not warrant that:

(a) the Website will be continuously available or free from any delay in operation or transmission, virus, communications failure, internet access difficulties or malfunction in hardware or software;

(b) the Website or any content will meet your requirements; or

(c) the content does not infringe any third party intellectual property rights.

3. GENERAL:

3.1 If you are purchasing any product or service from the Company on behalf of another person, you make that purchase as the agent of the other person.

3.2 The Holder shall comply with the provisions of the ALPINE RESPONSIBILITY CODE.

3.3 The Holder acknowledges and agrees that the Company may in its absolute discretion determine in accordance with the snow, slope, and/or weather conditions prevailing on any particular day or days during the Snow Season the quantity and the nature of the Ski Lifts (if any), the services and the facilities to be operated or offered by the Company on that day or days and the Holder further acknowledges and agrees that he or she shall not be entitled to any refund, credit or transfer in respect of the Seasonal Program Product with which he or she has been issued if any of the ski lifts and/or the services and the facilities are not operated or offered by the Company for any reason whatsoever for any period during the Snow Season.

3.4 Lunch Vouchers attached to the Seasonal Program on a participants Btag cannot be redeemed for cash or for Snow Dough if any unused portion is not consumed during the 2014 snow season.

3.5 These conditions are governed by the laws of the State of Victoria and the Courts of which will have exclusive jurisdiction.

3.6 If a provision of these conditions is found to be unenforceable it shall be severed from these conditions and all remaining provisions will remain of full legal effect.

3.7 The Company may alter these conditions by giving 30 days notice at any time. Notice will be given online at the Website. The current version of these conditions will be available on the Website at www.mtbuller.com.au/utilities2/utilities/t-cs.

4. FEES

4.1 Fees for seasonal programs include tuition for 180 hours of supervised coaching (30 days as specified, 6 hours per day). These hours may include indoor training and activities as specified by the coaches or supervisors.

4.2 No discounts, credits or refunds will be issued for non-participation or missed program days, due to weather, illness, or other voluntary or involuntary circumstance.

4.3 Seasonal program fees also include 30 lunch vouchers. These vouchers are only valid on program dates. Discounts or credits will not be issued for unused lunch vouchers. Participants must have their B-TAG with them in order to redeem lunch vouchers.

4.4 Seasonal program fees include the purchase of one (1) Ski & Snowboard School Karbon Seasonal Program Jacket per applicant.

4.5 Program fees do not include lift access. Lift passes must be purchased separately. It is the responsibility of each participant to bring their B-TAG (loaded with lift access) with them each program day in order to access the lifts, and to abide by the rules and terms of use of the lifts and lift access.

5. EVENTS & RACES

5.1 All Ski & Snowboard School's seasonal programs will be conducted at Mt Buller within the dates outlined each season.

5.2 Events conducted at other resorts within Australia are not included as part of the Ski & Snowboard School seasonal program offerings. Ski & Snowboard School seasonal program participants who wish to compete in events at other resorts and have their instructor accompany them, can do so outside of the seasonal program dates by booking their instructor each day at the standard private lesson rate.

5.3 Seasonal program coaches may enter seasonal program participants in events conducted at Mt Buller with the prior approval of the Ski & Snowboard School 7 – 14 year Supervisor. Such events may include:

- a) Snow Racer Competitions
- b) Mt Buller Cup
- c) Moguls Competitions
- d) Rails & Jump Competitions

5.4 Seasonal program fees do not include event entry fees.

6. GROUPS/COACHES

6.1 Every attempt will be made to accommodate requests for coaches and groups but cannot not guaranteed.

6.2 Participants are matched with the appropriate coach and group at the discretion of the Program Supervisor, Ski and Snowboard School Manager and Seasonal Program coaches. Changes may be made to groups after the start of the program.

6.3 Every attempt will be made to keep the same coach for each group throughout the entire season. However, BSL reserves the right to substitute coaches due to illness, injury or other situations deemed necessary by the Program Supervisor or Ski and Snowboard School Manager.

6.5 No refunds or credits will be given in the event of non- participation due to changes of coaches or groups.

7. TEAM JACKET

7.1 Team jackets are to be worn when participating within the Ski & Snowboard School Seasonal Programs during program sessions.

7.2 Every attempt will be made to fulfil your specified jacket size request, however in the unfortunate situation that this is not be possible due to insufficient stock the closest next size will be issued.

8. SNOW SQUAD SEASONAL PROGRAM DAYS OFF

8.1 The seasonal program supervisor will schedule days off for program groups during the July School Holiday period (28th June 2014 – 13th July 2014).

8.2 Program participants and groups will be allocated specific days and notified by the Ski & Snowboard School at least 5 days prior.

It is anticipated days off will be scheduled:

- **Snow Squad Mini** Wednesday 2nd July & Monday 7th July
- **Snow Squad Riders** Wednesday 2nd July & Tuesday 8th July
- **Snow Squad Evolution** Wednesday 2nd July & Tuesday 8th July
- **Snow Squad X** Wednesday 2nd July & Wednesday 9th July (1/2 Groups)
Tuesday 1st July & Tuesday 8th July (1/2 Groups)

8.3 The days off scheduled will be at the sole discretion of the Ski & Snowboard School and Buller Ski Lifts.