

SEASON PASS PRICES 2012

ULC	Pass type		Full Price	Early Bird Price Before 31 st March 2012
Platinum Season Passes Unlimited lift use				
AD-PL	Adult	15-64 years	\$ 1500	\$ 1400
TE-PL	Tertiary	Full time with Australian ID	\$ 1050	\$ 950
ST-PL	Student	15-18 years (full time to Yr 12 with ID)	\$ 750	\$ 700
CH-PL	Child	6-14 years	\$ 750	\$ 700
65-PL	Over 65	65-69 years	\$750	\$ 700
Concession Season Passes Unlimited lift use				
70-PL	70 and Over	70 years and over	\$ 50	\$ 50
U5-PL	5 and Under	0-5 years	\$ 50	\$ 50
Midweek Season Passes Unlimited lift use during weekdays (Mon-Fri)				
AD-MW	Adult	15-64 years	\$ 800	\$ 700
TE-MW	Tertiary	Full time with Australian ID	\$ 800	\$ 700
ST-MW	Student	15-18 years (full time to Yr 12 with ID)	\$ 500	\$ 450
CH-MW	Child	6-14 years	\$ 500	\$ 450
65-MW	Over 65	65-69 years	\$ 500	\$ 450
10-Day Flexi Passes Lift use for any ten (10) days during the ski season except Saturdays in July and August				
AD-FL	Adult	15-64 years	\$ 800	\$ 700
TE-FL	Tertiary	Full time with Australian ID	\$ 800	\$ 700
ST-FL	Student	15-18 years (full time to Yr 12 with ID)	\$ 500	\$ 450
CH-FL	Child	6-14 years	\$ 500	\$ 450
65-FL	Over 65	65-69 years	\$ 500	\$ 450

Posting your Season Pass directly to you

Let us do the work for you and send your 2012 Mt Buller Season Pass direct to your door. We will post your Season Pass(es) free of charge and all we need is a current colour head shot, making sure your face is clearly visible, to be emailed to ticketing.supervisor@skibuller.com.au by no later than 30 April, 2012. All season passes will be posted in the last week of May 2012. Alternatively, if you do not wish for your season pass(es) to be posted, please tick the 'Pick Up' box on the Season Pass order form on page 6 and your pass will be available for collection from Opening Weekend at the season pass office, located in the Mt Buller Village. Please note, there may be long waiting times during the busy Opening Weekend.

AGREEMENT CONDITIONS OF ISSUE AND USE OF 2012 SEASON PASS

Please ensure you sign this agreement on page 5

1. DEFINITIONS:

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

- 1.1 'Application Form' means the 2012 Season Pass Application
- 1.2 'Company' means Buller Ski Lifts Pty. Ltd. ABN 25 153 985 829, its employees and agents
- 1.3 'Holder' means any Season Pass Holder
- 1.4 'Pass' means any Season Pass
- 1.5 'Pass Price' means the full Pass Price relevant to the Pass for which the application is made, as set out on the application form
- 1.6 'Purchase Price' means the price paid for the pass depending on the date it was purchased
- 1.7 'Purchase' or 'purchased' means to have paid in full
- 1.8 'Relevant Date' means 9 June 2012
- 1.9 'Season Pass' means a person who has applied, purchased and been issued with any one of the following Pass types by the Company for the Ski Season; Adult & Child Platinum, Midweek or 10-Day Flexi Pass(es) or concession Passes; Over 65, Over 70, Tertiary, Secondary Student and 5 & Under
- 1.10 'Ski Lifts' means such lifts as may be operated by the Company at Mt Buller from time to time during the Ski Season
- 1.11 'Ski Season' means the period in the 2012 calendar year during which the Company shall operate the Ski lifts which period is proposed to commence on 9 June 2012 and is proposed to expire on 30 September 2012 PROVIDED THAT the Company may in its absolute discretion determine in accordance with the snow and/or weather conditions prevailing to any particular day or days during the Ski 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
- 1.12 'These conditions' means the Conditions of Issue on the 2012 Season Pass

2. ELIGIBILITY:

The following passes may be purchased for by the following persons:

- Adult Passes – a person who is aged 15 to 64 years inclusive on the relevant date
- Over 65 Passes – a person who has reached the age of 65 years on the relevant date
- 70 and over Passes – a person who has reached the age of 70 years on the relevant date
- Child Passes – a person who is aged 6 years to 14 years on the relevant date
- Tertiary Student Passes – a person who is enrolled full time in an Australian tertiary institution on the relevant date
- Secondary Student Passes – a person aged 15 and over who is full time enrolled in a secondary school on the relevant date
- Child 5 and Under Passes – a person who has not reached the age of 6 on the relevant date

3. APPLICATION:

- 3.1 To apply for a 'Pass', a person must complete the online or hard copy application form and accept & sign these conditions and forward the same to the Company together with payment in full
- 3.2 The Company may at its sole and absolute discretion require such evidence as it considers necessary for the eligibility of an applicant for a pass to be produced by the applicant prior to issuing the applicant with a pass. The Company requires a current, colour head shot photo with the face clearly visible of the Holder with each Pass
- 3.3 Once the Company is satisfied of the eligibility of an applicant for a Pass and has received and accepted the applicant's completed order form and payment in full, the Company will issue the applicant with the Pass
- 3.4 Passes will be mailed in mid May to the Pass Holder unless other arrangements are made and agreed upon, with the Company

4. RIGHTS GRANTED:

- 4.1 Subject to these conditions, Pass Holders shall be entitled to use the ski lifts during the ski season subject to any conditions or restrictions relative to the specific Pass type they have purchased.
- 4.2 To entitle a Season Pass Holder to use the ski lifts during the ski season, the Season Pass Holder shall always carry his or her season pass and if requested shall present the same to an employee representative and/or agent of the Company prior to boarding any ski lift during the ski season.

5. ADDITIONAL BENEFITS:

Subject to these conditions (including without limitation Clause 7) and in addition to the rights conferred upon Pass holders pursuant to Clause 4.1. Holders shall be entitled to the following additional benefits;

5.1 Platinum Pass Holders:

- a) Adult Platinum Pass Holders are entitled to \$200, Tertiary \$100 and Children \$50 of stored value on their Season Pass, to be redeemed at any Buller Ski Lifts food and beverage outlet including ABOM Restaurant and Bar, Cattleman's Café, Après Bar, Tirol Café, Spurs and the Black Cockatoo Restaurant and Buller Ski Lifts retail outlets including Buller Sports Mansfield, Chalet, Ski School, Central, Freeride and Altitude Melbourne and Mt Buller.
- b) 10% Discount at all Buller Sports' rental and retail outlets including Buller Sports Mansfield, Chalet, Ski School, Central, Freeride and Altitude Melbourne and Mt Buller.
- c) 10% discount when dining at the ABOM restaurant and bar, Cattleman's Café, Après Bar, Tirol Café, Spurs and the Black Cockatoo Restaurant.
- d) 10% discount on Ski & Snowboard School Adult class and Private lessons and the Buller Kids program (6-14yrs)
- e) Regular offers and additional discounts
- f) Discounts are applied off the full retail prices.

5.2 Mid-week Pass Holders:

Subject to these conditions (including without limitation Clause 7) and in addition to the rights conferred upon Pass holders pursuant to Clause 4.1, Mid Week Pass Holders shall be entitled to the following additional benefit;

- a) Mid Week Pass Holders that wish to ski on Saturday or Sunday's during the winter Ski Season are able to purchase discounted \$80 day tickets

5.3 10-Day Flexi Pass Holders:

Subject to these conditions (including without limitation Clause 7) and in addition to the rights conferred upon Pass holders pursuant to Clause 4.1, 10-Day Flexi Holders shall be entitled to the following additional benefit;

- a) 10-Day Flexi Pass Holders that wish to ski on Saturdays during July and August are able to purchase discounted \$80 day tickets via the Mt Buller online eStore or at any ticket office.

6. LOST OR STOLEN PASSES:

Should a seasons pass be lost or destroyed the holder must complete a lost pass form, (which can be obtained from Buller Ski Lifts Ticketing Department) and submit the form to the Company. The lost or destroyed pass will be deactivated and the Company will re-issue a new pass upon receipt of a \$50 replacement fee.

7. CHANGE OF PASS TYPE:

- 7.1 If an applicant applies for a particular Pass type and prior to the issue of this Pass by the Company, the applicant notifies the Company that he or she desires to apply for another Pass type for which he or she is eligible (also hereinafter called the Other Pass) in place of the Pass type he or she applied for, the Company shall subject to Clause 7.2, 7.3 and 7.4 issue the applicant with the Other Pass.
- 7.2 The applicant shall complete an application form in respect of the Other Pass and sign these conditions and forward the same to the Company.
- 7.3 The Company may at its sole and absolute discretion require such evidence as it considers necessary of the eligibility of an applicant for the Other Pass to be produced by the applicant prior to issuing the applicant with the Other Pass.
- 7.4 In the event that the Pass price of the other Pass exceeds the Pass price for the Pass for which the applicant had paid in full, the applicant shall pay in full to the Company the difference
- 7.5 If an applicant applies for a particular Pass type after the Pass has been issued by the Company to the applicant, the applicant notifies the Company that he or she desires to apply for another Pass type for which he or she is eligible in place of the Pass type he or she purchased and the Company shall subject to Clause 7.2, and 7.3 issue the applicant with the other Pass as per these conditions:
 - a) If exchanging from a Platinum Pass to Mid Week or 10-Day Flexi Pass: subject to eligibility of the refund policy see clause 10.
 - b) From Midweek Pass to Platinum Pass: The Holder shall pay the difference between the full Pass price and the Purchase price of the Midweek Pass purchased.
 - c) From 10 Day Flexi Pass to Platinum Pass: The Holder shall pay the difference between the full Pass price and the Purchase price of the 10 Day Flexi Pass purchased.
 - d) Change from a 10 Day Flexi Pass to a Midweek Pass: not available.
 - e) Change from a Midweek Pass to a 10 day Flexi pass: not available.

8. GENERAL CONDITIONS:

- 8.1 The holder shall comply with the provisions of the ALPINE RESPONSIBILITY CODE.
- 8.2 The holder acknowledges and agrees that the pass remains the property of the Company.
- 8.3 The holder acknowledges and agrees that the pass and the assigned benefits as per clause 5 are not transferable.
- 8.4 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 ski 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 pass 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 ski season.

9. TERMINATION:

The Pass issued to a Holder may be cancelled or revoked by the Company without refund to the holder, at the absolute discretion of the Company, for;

- 9.1 Reckless or careless conduct or non-compliance with the ALPINE RESPONSIBILITY CODE, on display within the Mt. Buller Alpine Resort and on the Mt Buller website or with the notices or other directions of the Company.
- 9.2 Violation by the Holder of any of the rules posted or established by the management of the Company.
- 9.3 Violations by the Holder of area closures, trail closures and ski area boundaries.
- 9.4 Acts endangering the safety of or harming other persons or misconduct by the Holder.
- 9.5 The use of the Pass by any person other than the Holder.
- 9.6 Damage to the property of the Company by the Holder; and/or
- 9.7 Any breach of these Conditions

10. REFUND POLICY

- 10.1 A Pass Holder may claim a refund/credit referred to in clause 10.4 where injury or illness, as certified by a qualified medical practitioner, prevents the Pass Holder from using the Ski lifts during the Ski season.
- 10.2 To claim a refund the Pass Holder shall complete a refund form available from the Ticketing Supervisor (refer contact details in page footer) and forward the same together with the Pass in respect of his or her Pass and a certificate from a qualified medical practitioner regarding the injury or illness of the Pass Holder to the Company (the claim)
- 10.3 The Company may in its sole and absolute discretion determine the eligibility of a Pass Holder for a refund pursuant to clause 10.1. The Company may request the Pass Holder to provide it with such additional information and/or evidence in relation to the claim of the Pass Holder as the Company in its sole and absolute discretion considers necessary.
- 10.4 The refund/credit to which a Pass Holder may be entitled to claim shall be determined as follows;
 - a) In the event that the Company receives a claim prior to the Relevant Date, the Pass holder shall be entitled to a full refund/credit of the Pass price, which he or she paid.
 - b) In the event that the Company receives a claim after the Relevant Date the Pass holder may be entitled to a refund calculated as the difference between the Purchase Price and the number of days the Pass has been used during the Ski Season multiplied by the full daily lift ticket rate of the Ski Season.
The formula for calculating the refund/credit entitlement:
$$\text{refund/Credit} = \text{Purchase Price} - (\text{Number of days used} \times \text{Full-daily lift ticket price})$$
 - c) Refund claims will not be accepted later than 60 days after the Relevant Date
- 10.5 A claim shall take approximately four (4) weeks from the date upon which the claim is received by the Company to process.

6. RELEASE OF LIABILITY AND WAIVER OF THE RIGHT TO SUE THE COMPANY

In consideration of the issue to the Holder of a Pass by the Company the Holder and the Parents or Guardian's ("the Parents") of the Holder (if the Holder is under 18 years of age at the date hereof) agree as follows:

EXCLUSION OF LIABILITY – WAIVER OF RIGHT TO SUE – YOUR ASSUMPTION OF RISK – THESE CONDITIONS AFFECT YOUR LEGAL RIGHTS

WARNING: If you participate in the Recreational Activities detailed below your rights to sue the supplier under the **Fair Trading Act 1999**, if you are killed or injured because the activities were not supplied with due care and skill or were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in or on this notice.

NOTE: The change to your rights, as set out in or on this notice, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" is defined in the **Fair Trading (Recreational Services) Regulations 2004**.

Buller Ski Lifts Pty Ltd (Buller) as the supplier of Recreational Services, sells all tickets and supplies all recreational ski area services and facilities including, but not limited to skiing, snowboarding, snowtubing, tobogganing, skiing or snowboarding lessons, operations of the ski patrol and the use of ski lifts (Recreational Activities) in the Mt Buller, Mt Stirling Alpine Resort (the Resort) subject to the following conditions:
 These conditions do not affect any rights you have under Schedule 2 of the **Competition and Consumer Act 2010 (Cth)** (the Act) except to the extent excluded in condition 2.

1. Buller, its employees, directors, officers, guides, instructors, contractors and agents (the supplier) are not liable to you, your dependants or legal representatives in negligence, breach of contract or statute or statutory duty (including for breach of consumer guarantees implied by the Act) for personal injury or death suffered by you from our supply of Recreational Activities including the condition, layout, construction, design or use of ski runs or slopes or the presence of people or objects thereon or nearby or any associated sporting activities or similar leisure time pursuits on or at the Resort.
2. You acknowledge that the Recreational Activities are dangerous with many inherent risks, dangers and hazards and personal injury and sometimes death can occur and you assume and accept all risk of personal injury or death from Recreational Activities, and hereby waive the right to sue the supplier for any personal injury or death in any way whatsoever arising from such activities.
3. All tickets remain the property of Buller and cannot be transferred or resold. They are valid only for the date shown and are void if tampered with.
4. Buller will not refund or replace a ticket if you lose it or suffer illness or injury, or if any lift service is not operating.
5. You must comply with the **Alpine Responsibility Code** and all signs or other directions of the supplier and the supplier may suspend or cancel your access to Recreational Activities at its absolute discretion for non compliance with these conditions, the Alpine Responsibility Code or for reckless or careless conduct.

12. PRIVACY COLLECTION STATEMENT

We collect the personal information required by this form for the primary purpose of providing you with the products or services you are seeking, and accordingly, if the personal information you provide is incomplete and/or inaccurate we may be unable to provide you with those services. More detailed information about the way we use, disclose and secure your personal information, and how you can access that information can be found in our privacy policy, available by contacting us or by visiting our website, www.mtbuller.com.au

13. SIGNATURE(S) OF PASS HOLDER(S)

I.....hereby apply for the pass(es) more particularly described in the "Conditions of Issue and Use of 2012 Season Pass" and have read and understood these conditions and agree to comply with these conditions and will read and comply with the Alpine Responsibility Code and all notices, signage and all other safety rules published and displayed by the Company.

- | | |
|---------------------------------------|---|
| 1. Signature of pass holder 1.. | Signature of Parent and/or Guardian (If Holder is not 18 years of age at date hereof) |
| Date..... | |
| 2. Signature of pass holder 2.. | Signature of Parent and/or Guardian (If Holder is not 18 years of age at date hereof) |
| Date..... | |
| 3. Signature of pass holder 3.. | Signature of Parent and/or Guardian (If Holder is not 18 years of age at date hereof) |
| Date..... | |
| 4. Signature of pass holder 4.. | Signature of Parent and/or Guardian (If Holder is not 18 years of age at date hereof) |
| Date..... | |
| 5. Signature of pass holder 5.. | Signature of Parent and/or Guardian (If Holder is not 18 years of age at date hereof) |
| Date..... | |
| 6. Signature of pass holder 6.. | Signature of Parent and/or Guardian (If Holder is not 18 years of age at date hereof) |
| Date..... | |

CONTACT DETAILS

Full name:

Address:

City: State: Postcode:

Mobile: Phone (business hours):
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Email:

PASS HOLDER DETAILS

Pass holders last name	Pass holders first name	Date of birth (dd-mm-year)	Pass Type (ULC code)	Cost (per pass)
1.				
2.				
3.				
4.				
5.				
6.				
<u>Total</u>				

*Tertiary student pass eligibility – student must be full time with valid 2012 Tertiary Card ID

**Secondary student pass eligibility - student must be a full time secondary student to Year 12 with valid ID.

Postage

Default: Free of charge

Pick up season passes:

PAYMENT DETAILS

Credit Card Payment: Master Card Visa Bankcard Diners AMEX

Card Number Expiry Date CCV No.

Cardholders Name Signature