AGREEMENT

CONDITIONS OF ISSUE AND USE OF 2027 MEMBERSHIPS

The Company ('**the Supplier**') offers you use of recreational services ('**Recreational Services**') at the Mount Buller Alpine Resort ('**the Resort**') on the terms and conditions ('**Conditions**') set out in this document. The Recreational Services are all services provided by the Supplier associated with the use of the snow slopes and the mountain for recreational activities including but not limited to skiing and snowboarding. The Recreational Services include, but are not limited to, the provision and operation of Ski Lifts, snowmaking, snow slope design, construction, maintenance and grooming, hazard assessment and mitigation and the operation of the ski patrol.

You may accept this offer by purchasing a Membership and/or by confirming your acceptance of these terms, and if you do so, you and the Holder will be bound by the conditions.

1 DEFINITIONS

In these Conditions unless the context otherwise requires:

a) **Access Media** means a piece of RFID media (B-TAG) issued by the Company, that when activated with an Access Product, provides access to the Ski Lifts and snow slopes at the Resort. It can also mean a Bluetooth enabled smart device registered to the Company's lift access system, or a barcode, or QR code, used at the electronic access control gates for validating Access Products at the Resort.

b)

c) **Access Product** means a product supplied by the Company that provides the Holder with access to Ski Lifts for the purpose of skiing or snowboarding.

d) **Company** means Buller Ski Lifts Pty Ltd ABN 25 153 985 829.

e) **Conditions** means these conditions of issue and use.

f) **Holder** means a person who has purchased or been issued with any one of the Membership products offered by the Company.

g) **Membership** means an Access Product that provides the Holder with access to Ski Lifts for the purpose of skiing or snowboarding at the Resort during all or part of the Snow Season, and includes Season Membership and Midweek Membership.

h) **Midweek Membership** means a form of access that allows access to Ski Lifts for the purpose of skiing or snowboarding at the Resort during Monday - Friday inclusive. Strictly excludes Saturdays and Sundays.

i) **Pandemic** means a Victorian or Commonwealth state of emergency, public health directive or other direction or law arising from a pandemic and / or public health emergency in connection with the virus or respiratory illness known as COVID-19 and any associated strain, variety or mutation of that virus or respiratory illness.

j) **Payment Plan** means an option you may select to make payment for a Season Membership whereby:

   i. an initial amount of the total cost of the Purchase Price is payable to the Company at or about the time you purchase a Season Membership (the **Initial Payment**); and

   ii. the balance of the Purchase Price is due and payable to the Company on 15 May 2026.

k) **Purchase** or purchased means to have paid in full.

l) **Purchase Price** means the price for a Membership as determined by the Company. It does not include the price of any Ikon Base Pass or Ikon Full Pass Add-on, or the Season Membership Protection Plan.

m) **Relevant Date** means 1 June 2027.

n) **Season Membership** means an Access Product that provides the Holder with access to Ski Lifts for the purpose of skiing or snowboarding at the Resort during the Snow Season.

o) **Ski Lifts** means such lifts and other similar systems used to transport snow sport participants as may be operated by the Company at the Resort from time to time during the Snow Season.

p) **Snow Season** means the period:

i. in the 2026 calendar year commencing 1 September 2026; and

ii. in the 2027 calendar year,

during which the Company shall operate the Ski Lifts for the purpose of facilitating the participation in snow sports at the Resort during the 'Snow Season' as defined in the *Alpine Resorts (Management) Regulations* 2009 PROVIDED THAT the Company may in its absolute discretion determine in accordance with the snow, weather and/or other conditions or circumstances (including any Pandemic) prevailing to 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 or days.

q) **Website** means www.mtbuller.com.au or such other website as nominated by the Company from time to time.

r) **We, we, our, us** means the Company.

s) **You, you, Your, your** means the person who applies for or makes a purchase of, or is otherwise issued with, a Membership and includes the Holder.

2 RIGHTS GRANTED

2.1 Subject to these Conditions, Membership Holders are entitled to use the Ski Lifts during the Snow Season when those Ski Lifts are open subject to any conditions or restrictions relative to the specific Membership type they have purchased or acquired and any government restrictions or directions imposed on, or applicable to, the Resort.

2.2 To entitle a Membership Holder to use the Ski Lifts during the Snow Season, the Membership Holder must always carry their Access Media and if requested must present their Access Media to an employee representative and/or agent of the Company prior to boarding any Ski Lift during the Snow Season.

3 ADDITIONAL BENEFITS

3.1 Subject to these Conditions and any conditions or restrictions relative to the specific Membership type they have purchased or acquired and in addition to the rights conferred upon Holders pursuant to clause 2.1, Holders shall be entitled to the following additional benefits, for themselves only, during the Snow Season (unless otherwise specified):

a) Five (5) x "Take a Mate" single use vouchers, each valid for a 30% discount off a 1-Day Lift Pass during the Snow Season. Vouchers have no cash value and cannot be resold or redeemed for cash.

b) Five (5) x “Outfit a Mate” single use vouchers, each valid for 50% off Buller Sports / Altitude rental products/packages during the Snow Season. Vouchers have no cash value and cannot be resold or redeemed for cash.

c) Two Adult (2) x “Introduce a Mate” single use vouchers, each valid for 50% off First Time Lift and Lesson packages in June and September during the 2027 Snow Season. Vouchers have no cash value and cannot be resold or redeemed for cash.

d) 10% discount* on Rental products at Buller Sports stores, Altitude, and Freeride.

e) 10% discount* on Tunes and Services from the Altitude Tune Shop.

f) 10% discount* on Retail products at Buller Sports stores, Altitude, and Freeride.

g) 10% discount* on Food and Beverage at all BSL on mountain and off mountain venues (ABOM restaurant and bar, Moosehead Bar and Bistro, Tirol Café, Spurs café, Celia’s Cafe, Mirimbah Store, Merrijig Motor Inn, and Hunt Club Hotel Merrijig).

h) 10% discount* on adult/teen group lessons, Buller Kids (7-14 years) group lessons, and peak timeslot private lessons. Membership discounts are available for 5 and 6 year old Membership Holders wishing to partake in our Bunyip (3 - 6 year old) lesson programs.

*Please note that Bunyip products for 3 - 4 year old Membership Holders, Ski School Seasonal Programs and all other “Lift and Lesson” combination products are not eligible for this discount.

i) 10% discount* on Rockwire Via Ferrata group sessions at the Resort during the 26/27 summer operational season.

j) Eligible to separately purchase a 2026/27 Mt Buller mountain bike season pass at a discounted rate for Membership Holders.

* Please note: separate terms and conditions apply for the 2026/27 Mt Buller mountain bike season add on pass.

k) 50% discount on the single day lift pass window rate at participating Mountain Collective Resorts for the Membership Holder only on applicable season membership types.

i. Discount valid at Southern Hemisphere resorts during the 2027 Snow Season

ii. Discount valid at Northern Hemisphere resorts during the 2026/27 or 2027/28 Snow Seasons

iii. See www.mountaincollective.com for more information

l) Regular offers and additional discounts as posted on www.mtbuller.com.au or communicated via email to Membership Holders.

*Discounts are applied off the full retail prices at time of purchase.

3.2 Discounts, Vouchers, and Mountain Collective benefits are not applicable to Holders of Under 5 Season Memberships, Over 70 Season Memberships, SIA Season Memberships, DWA Season Memberships and discounted, complimentary, and/or free of charge season access products.

3.3 Mountain Collective discounts and benefits are not applicable to Midweek Memberships.

4 IKON PASS ADD-ONS

The Company may also make Ikon Pass and Ikon Base Pass add-ons available for purchase by Holders of certain Season Memberships. The Company is a reseller of the Ikon Pass and Ikon Base Pass and any purchaser of the Ikon Pass or Ikon Base Pass add-on is required to accept Alterra Mountain Company’s terms and conditions associated with the relevant Ikon Pass add-on (including

the requirement that the relevant Ikon Pass add-on is paid for at the same time as purchasing the relevant Season Membership). The categories of Memberships eligible to purchase Ikon Pass and Ikon Base Pass add-ons are determined by the Company and may change from time to time.

4.1 Ikon Pass add-on Northern Hemisphere season of validity:

a) For 2027 Season Memberships purchased between 1st September 2026 and 30th November 2026 the Company will offer 26/27 Ikon Pass and 26/27 Ikon Base Pass add-ons, valid for use during the 26/27 Northern Hemisphere snow season.

b) For 2027 Season Memberships purchased between 15th December 2026 and 31 August 2027, the Company will offer 27/28 Ikon Pass and 27/28 Ikon Base Pass add-ons, valid for use during the 27/28 Northern Hemisphere snow season.

4.2 Benefits

a) Please visit https://www.ikonpass.com/ for information on the benefits an Ikon Pass and/or an Ikon Base Pass provides the Holder.

b) The Ikon Pass and Ikon Base Pass addons will not be eligible for use at Mt Buller for the Snow Season.

4.3 Conditions of redemption

a) The Ikon Pass Add-ons:

i. are not eligible for deferrals;

ii. are not eligible to upgrade to an Ikon Base Plus Pass or an Ikon Pass;

iii. are only valid if your 2027 Mt Buller Season Membership is still valid and in good standing;

iv. are non-transferrable;

are strictly non-refundable, and, are not covered by the Season Membership Protection Plan or the Pandemic clauses; and are for personal use only.

b) To redeem the Ikon Base Pass, the Company will need to provide personal information about You to the Alterra Mountain Company. This personal information includes: First and last name, date of birth, email, and address. By purchasing the Ikon Pass Add-on, you agree to this personal information being shared by the Company with Alterra Mountain Company for the purpose of the redemption of your Ikon Pass.

5 LOST OR STOLEN ACCESS MEDIA

If a Holder loses, damages or destroys their Access Media, the Holder must immediately inform the Company of the loss, damage or destruction. The lost, damaged or destroyed Access Media will be deactivated by the Company and the Company will re-issue a new Access Media upon payment of a replacement fee from the Holder.

6 GENERAL CONDITIONS

6.1 The Holder acknowledges and agrees that the Membership and the rights and benefits granted under clauses 2, 3 and 4 are personal to the Holder and are not transferable to any other person.

6.2 The Holder acknowledges and agrees that the Company may in its absolute discretion:

a) 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; or

b) not operate the Ski Lifts and otherwise prohibit or restrict access and operations at the Resort as a result of a Pandemic,

and the Holder further acknowledges and agrees that, subject to clause 10, the Holder shall not be entitled to any refund, credit or transfer in respect of the Membership with which the Holder 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.

7 TERMINATION

The Membership issued to a Holder may be cancelled or revoked by the Company without refund to the Holder, at the absolute discretion of the Company, in any of the following circumstances:

7.1 reckless or careless conduct or non-compliance by the Holder with the ALPINE RESPONSIBILITY CODE, on display within the Resort and on the Website or with the notices or other directions of the Company;

7.2 violation by the Holder of any of the rules on display at the Resort or published by the Company;

7.3 violations by the Holder of area closures, trail closures or ski area boundaries;

7.4 acts by the Holder endangering the safety of or harming other persons or misconduct by the Holder;

7.5 the use of the Membership, associated benefits (such as discounts) and/or Access Media by any person other than the Holder;

7.6 damage to the property of the Company by the Holder; and/or

7.7 any breach of these Conditions (including without limitation if the Membership is found to be used to access the Ski Lifts by any person other than the Holder).

8 FRAUDULENT USE

8.1 You acknowledge and accept that you are responsible for any fraudulent use or misuse of your Membership and/or Access Media while it is not in your possession, unless you have previously reported the Membership and/or Access Media lost or stolen to the Company (either in person or in writing) prior to fraudulent usage occurring.

8.2 In the event that a Membership is found to be used to access the Ski Lifts by any person other than the Holder, the Membership will be cancelled for fraudulent use.

8.3 In the first occurrence of fraudulent use, a fee, determined by the Company, may be issued to re-instate the Membership if sufficient evidence is provided that absolves the Holder of responsibility for fraudulent usage.

8.4 Subsequent occurrences of fraudulent usage will result in permanent cancellation of the Membership, and all associated benefits will be withdrawn from the Holder.

8.5 In an event of fraudulent use, the Company may involve police at the Company’s discretion.

9 REFUND AND CREDIT POLICY - SEASON MEMBERSHIP PROTECTION PLAN

9.1 At the time a Season Membership is purchased, the applicant may also elect to purchase refund and credit protection under the Season Membership Protection Plan for that Membership, which will operate in accordance with the terms of this clause. The Season Membership Protection Plan is only available in connection with certain Memberships (as nominated by the Company).

9.2 The Season Membership Protection Plan is available for an additional payment per Membership. It is unique to each Membership, is not refundable, transferable and cannot be sold or exchanged.

9.3 The Season Membership Protection Plan entitles a Membership Holder to claim either:

a) a credit equal to a proportion of the Purchase Price of the Membership; or

b) a refund of a proportion of the Purchase Price of the Membership;

as determined in accordance with clause 9.9, (other than the circumstances in clause 9.9(l), in which case the Holder is not entitled to any credit or refund of the Purchase Price).

9.4 Triggering events are:

a) an injury to the Holder which prevents the Holder from skiing or snowboarding;

b) an ongoing illness of the Holder which prevents the Holder from skiing or snowboarding;

c) an injury or ongoing illness to a dependant of the Holder for whom the Holder will be the primary care giver and which prevents the Holder from skiing or snowboarding;

d) death of the Holder;

e) pregnancy of the Holder; and

f) international or interstate relocation of the Holder that prevents the Holder from skiing or snowboarding at the Resort after the date of relocation.

9.5 Any injury or illness relied on as a triggering event must be certified by an independent qualified medical practitioner who is not related to the Holder and must incapacitate the Holder or dependant for a period of at least 4 weeks after the Relevant Date.

9.6 The Company may request the Holder to provide it with such additional information and/or evidence or documentation (including a statutory declaration from the Holder) in relation to the triggering event as the Company in its sole and absolute discretion considers necessary and such information and/or evidence or documentation must be provided before the event is considered as a triggering event.

9.7 To claim a credit or refund, the Holder must complete a credit or refund claim form available from the Company and forward the completed refund form and medical certificate or other evidence to the Company.

9.8 The Holder will not be entitled to a credit or refund unless and until the Company has reviewed the completed credit or refund form, the original medical certificate (if required under clause 9.5) and any other information reasonably required by the Company (including a statutory declaration, if requested) to assess the claim.

9.9 The credit or refund to which a Holder may be entitled to claim under the Season Membership Protection Plan under this clause is determined by the number of days the Holder utilised the Membership to access the Ski Lifts during the Snow Season. If the number of days totals the following amounts, the described credit or refund is applicable:

a) 0 days, the credit or refund is 100% of the Season Membership Purchase Price;

b) 1 day, the credit or refund is 90% of the Season Membership Purchase Price;

c) 2 days, the credit or refund is 81% of the Season Membership Purchase Price;

d) 3 days, the credit or refund is 72% of the Season Membership Purchase Price;

e) 4 days, the credit or refund is 63% of the Season Membership Purchase Price;

f) 5 days, the credit or refund is 54% of the Season Membership Purchase Price;

g) 6 days, the credit or refund is 45% of the Season Membership Purchase Price;

h) 7 days, the credit or refund is 36% of the Season Membership Purchase Price;

i) 8 days, the credit or refund is 27% of the Season Membership Purchase Price;

j) 9 days, the credit or refund is 18% of the Season Membership Purchase Price;

k) 10 days, the credit or refund is 9% of the Season Membership Purchase Price; or

l) more than 10 days, the Holder is not entitled to any credit or refund of the Season Membership Purchase Price.

9.10 The Company will determine the form in which any credit is provided under this clause.

9.11 The price paid by the Holder for protection under the Season Membership Protection Plan is non-refundable regardless of whether or not the Holder makes a claim for a credit or refund.

9.12 The Company will not credit, provide a refund or replace a Membership due to the Holder's illness or injury unless the Holder has purchased the Season Membership Protection Plan and qualifies for a credit or refund in accordance with this clause.

9.13 Once a credit or refund has been made, the Membership and associated benefits are cancelled and shall have no further effect and can no longer be used in that Snow Season. If the Holder wishes to resume activities at the Resort, the Holder will need to purchase alternative Access Products.

9.14 Applications for credit or refund under a Season Membership Protection Plan must be submitted to the Company prior to the 31st October of the year of the relevant Snow Season.

10 REFUND AND CREDIT POLICY - PANDEMIC

10.1 If:

a) the Ski Lifts at the Resort are prevented from operating for more than 35 days during the Snow Season because of a Pandemic; and/or

b) the Holder is prevented by a Pandemic from travelling to the Resort for more than 35 days during the Snow Season;

then the Holder may claim either:

c) a credit equal to a proportion of the Purchase Price of the Membership; or

d) a refund of a proportion of the Purchase Price of the Membership;

as determined in accordance with clause 10.4 (other than the circumstances in clause 10.4(l)) in which case the Holder is not entitled to any credit or refund of the Purchase Price).

10.2 To claim a credit or refund, the Holder must complete a credit or refund form available from the Company and forward the completed refund form to the Company.

10.3 The Holder will not be entitled to a refund or credit unless and until the Company has received the completed credit or refund form and any other information reasonably required by the Company.

10.4 The credit or refund to which a Holder may be entitled to claim under this clause is determined by the number of days the Holder utilised the Membership to access the Ski Lifts during the Snow Season. If the number of days totals the following amounts, the described credit or refund is applicable:

a) 0 days, the credit or refund is 100% of the Season Membership Purchase Price;

b) 1 day, the credit or refund is 90% of the Season Membership Purchase Price;

c) 2 days, the credit or refund is 81% of the Season Membership Purchase Price;

d) 3 days, the credit or refund is 72% of the Season Membership Purchase Price;

e) 4 days, the credit or refund is 63% of the Season Membership Purchase Price;

f) 5 days, the credit or refund is 54% of the Season Membership Purchase Price;

g) 6 days, the credit or refund is 45% of the Season Membership Purchase Price;

h) 7 days, the credit or refund is 36% of the Season Membership Purchase Price;

i) 8 days, the credit or refund is 27% of the Season Membership Purchase Price;

j) 9 days, the credit or refund is 18% of the Season Membership Purchase Price;

k) 10 days, the credit or refund is 9% of the Season Membership Purchase Price; or

l) more than 10 days, the Holder is not entitled to any credit or refund of the Season Membership Purchase Price.

10.5 A credit or refund claim under this clause may only be made after the end of the Snow Season and may take approximately four (4) weeks from the date upon which the claim is received by the Company to process.

10.6 The Company will determine the form in which any credit is provided under this clause.

10.7 Applications for a credit or refund under this clause 10 must be submitted to the Company prior to the 31st October of the year of the relevant Snow Season.

10.8 If any or all of the triggering events in clause 10.1 occur outside of the period the Holder holds a Membership, then the Holder is not eligible for any credit or refund.

11 PURCHASING MEMBERSHIP USING THE PAYMENT PLAN

11.1 If you choose to purchase a Season Membership using the Payment Plan, you understand, represent and agree:

a) the amount of the Purchase Price less the Initial Payment (the **Balance Payment**) is due and payable to the Company on 15th May 2027; and

b) the credit or debit card you provide to us at the time of accepting these terms and conditions will be authorised to make payment to us of the Balance Payment on 15th May 2027; and

c) if we do not receive payment of the Balance Payment on or before 15th May 2027, then you forfeit:

i. the Initial Payment (subject to clause 11.2); and

ii. your rights for the Season Membership.

11.2 If we do not receive payment of the Balance Payment on or before 15th May 2027 you will not be entitled to a refund or credit for part or all of the Initial Payment unless:

a) you have purchased a Member Protection Plan prior to 15th May 2027 and are entitled to a refund or credit under that plan; or

b) the Company is legally required to provide a refund or credit under the Australian Consumer Law or other applicable legislation.

12 EXCLUSION OF LIABILITY AND WAIVER OF THE RIGHT TO SUE THE COMPANY

IMPORTANT – READ CAREFULLY – THESE CONDITIONS AFFECT YOUR LEGAL RIGHTS

In consideration of the sale or issue to you or the Holder of a Membership by the Company, you and the Holder agree as follows.

12.1 EXCLUSION OF LIABILITY

The Supplier, its employees, directors and agents, are not liable to you, your dependents, legal representatives or the Holder for personal injury or death suffered by you or the Holder due to the negligence, breach of contract or statute or statutory duty of the Supplier, including but not limited to any liability for Recreational Services not being rendered with due care and skill or not being reasonably fit for any purpose which you or the Holder made known, expressly or by implication, to the Supplier or because they failed to achieve any result reasonably expected by you or the Holder which you or the Holder, expressly or by implication, made known to the Supplier or for breach of any other consumer guarantee of the *Australian Consumer Law* (Vic) or of the *Australian Consumer Law* (Cth).

12.2 RISK WARNING AND WAIVER TO SUE

You and the Holder acknowledge that Recreational Services and associated recreational activities are dangerous with many risks and hazards and as a consequence personal injury (including serious personal injury) and sometimes death can occur and you and the Holder assume and accept all such risks and hereby waive the right to sue the Supplier, its employees, directors and agents, for any personal injury or death suffered by you or the Holder in any way whatsoever caused by or arising from your or the Holder's use of such services or your or the Holder's participation in such activities.

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

If you sign 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 2022* and section 22(3)(b) of the ***Australian Consumer Law and Fair Trading Act 2012***.

12.4 You must comply with the Alpine Responsibility Code and all signs or other directions of the Supplier. It may suspend or cancel your Access Media and access to Recreational Services at the Resort in its absolute discretion for non-compliance with the Code, the Conditions, or for reckless or careless conduct.

12.5 You and the Holder must carry an Access Media on your person at all times on the snow slopes which must be presented to the Supplier's agent upon request.

12.6 No Access Media or Membership can be resold, transferred or altered in any manner. They are valid only for the dates purchased. The Supplier will not refund or replace any Access Media if you suffer any illness or injury or if any lift service is not operating.

13 PURCHASES ON BEHALF OF ANOTHER PERSON AND INDEMNITY

If you purchase a Membership from the Supplier on behalf of another person, you make that purchase as the agent of that other person who is also bound by these Conditions and by using or making use of the Recreational Services, such person acknowledges and agrees to the Conditions as if that person had read this clause and the Conditions in their entirety and then made the purchase. You warrant that you have that person's authority to so bind them, unless you purchase a Membership from the Supplier on behalf of a child (under 18 years) in which case you agree to fully indemnify the Supplier for all loss and damage the Supplier may suffer due to:

13.1 any breach of these Conditions by the child; and

13.2 any legal proceedings being brought by or on behalf of that child against the Supplier, its employees, directors and agents, for any personal injury or death suffered by that child caused by or arising from his/her use of the Membership, Recreational Services or participation in recreational activities at the Resort.

14 VARIATION TO THE CONDITIONS

The Company retains the right to vary these Conditions from time to time, including changing the prices of any Membership. Any variations become effective on posting of the changes on the Website. By making a purchase through the Website you agree to be bound by these Conditions and by any later variation to them when posted on the Website. The Company encourages users to review this document regularly to keep abreast of such changes.

15 FORCE MAJEURE

To the extent permitted by law, and subject to the Company's Cancellation Policy, we will not be liable to you for any loss or damage (whether direct or consequential), nor be in default under these Terms and Conditions, for failure to observe or perform any of our obligations under these Terms and Conditions for any reason or cause which could not, with reasonable diligence, be controlled or prevented. These reasons or causes include any act of God, strike, lockout or other industrial disturbance or labour difficulty, act of public enemy, war (whether declared or not), blockade, revolution, riot, insurrection, civil commotion, pandemic, epidemic, outbreaks of infectious disease or any other public health crisis or any governmental orders or measures imposed to address such public health crisis, including quarantine or any other social restrictions, lightning, storm, flood, fire, earthquake or any other natural disaster or extreme weather condition, explosion, any action, inaction, demand, order, restraint, restriction, change in law, requirement, prevention, frustration or hindrance by or of any person, government or competent authority, embargoes, unavailability of any essential equipment, chemicals or other materials, unavoidable accident, lack of transportation and any other cause whether specifically referred to above or otherwise which is not within our reasonable control.

16 PRIVACY COLLECTION STATEMENT

We collect, use and store your information that you provide to us according to our privacy policy, which can be found at: https://www.mtbuller.com.au/Winter/privacy-policy

To complete any Ikon Full Pass and Ikon Base Pass Add-on purchases, we need to share your personal information (first and last name, address, email, and date of birth) with Alterra Mountain Company who will collect, store and use it in accordance with their Privacy Policy available at: https://www.alterramtnco.com/privacy-policy/

17 JURISDICTION AND APPLICABLE LAW

These Conditions are governed by and construed first in accordance with the laws of the Commonwealth of Australia and secondly in accordance with the laws of the State of Victoria. If there is any inconsistency, the laws of the Commonwealth prevail. The parties submit to the exclusive jurisdiction of the courts of Victoria and the Federal Court of Australia and any courts that may hear appeals from those courts about any proceedings in connection with these Conditions. If any provision is determined to be void, illegal, invalid or otherwise unenforceable it shall be deemed to be deleted and the remaining provisions shall remain and continue to be valid, binding and enforceable.