

BULLER SKI LIFTS

Agreement – Terms and Conditions of Purchase, Supply and Use

This Website is co-operated by Buller Ski Lifts Pty Ltd (**'Buller Ski Lifts'**) (ABN 25 153 985 829) of Mt Buller, Victoria, Australia. These terms and conditions of purchase, supply and use together with any additional conditions of the Website and the terms and conditions set out in clause 3, (**'Exclusion of Liability and Waiver of Your Right to Sue'**), form the conditions (**'the Conditions'**) which govern the access to and use of this Website and your purchase of a BTag, Access Product, ski or snowboard lesson and the topping up of a BTag. By using this Website you confirm that you agree with the Conditions and any changes to them and agree to be bound by them.

To make a purchase by using this Website, you must accept the Conditions by clicking 'I AGREE' and make an electronic payment.

If you do not agree with the Conditions, you should immediately stop using this site.

Disclaimer

The material and information on this website is provided in good faith by Buller Ski Lifts. While Buller Ski Lifts takes all reasonable care to ensure that the content is correct, it cannot guarantee that all the material is always true, accurate and free from errors. Accordingly, you must use this website at your own risk and accept that the material and information on the website may contain errors and omissions and that it is not intended as advice and must not be relied upon as such.

1. PRIVACY POLICY

You agree and authorise Buller Ski Lifts and its agents to do each of the following:

- 1.1 Collect your personal information provided by you on this Site;
- 1.2 Use your personal information for administering and operating this Site and for marketing purposes such as planning, researching, promoting and/or marketing any goods and/or services of bslestore.com.au and/or a third party by email, mail or telephone; and
- 1.3 Disclose and/or transfer the personal information to related bodies corporate, officers, employees and agents of bslestore.com.au.

We will only collect the personal information which is required for the functions and/or activities of the BTag. Your personal information will not be disclosed to any overseas recipients.

We will offer you opportunities to OPT-OUT of receiving all communications (or selected communications) from Buller Ski Lifts. If you elect to opt out, we will ensure your details are excluded from all internal marketing lists and future promotions. However, if you do take advantage of any offer from a third party organisation, they may send further offers to you directly.

For more information regarding the kind of personal information we collect, how we collect your information, the purposes for which the information is collected and how you can complain about any APP breach, please visit our Buller Ski Lifts Privacy Policy at <https://bslestore.com.au/estore/content/privacy.aspx>.

You can access, update, delete or correct any request to delete any personal information relating to you held in Buller Ski Lifts' database by contacting our Privacy Officer at privacy@skibuller.com.au.

Notices

All notices to a party shall be sent by email.

GENERAL CONDITIONS

2. DEFINITIONS

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

- 2.1 'Access Product' means any product that provides the Holder with access to the Ski Lifts, the snow slopes, mountain bike trails, sightseeing, skiing and snowboarding lessons, skiing and snowboarding equipment rental on a daily or multiday basis, and includes a Season Membership.
- 2.2 'Act' means the *Competition and Consumer Act 2010* (Cth) and the Australian Consumer Law (Vic) and the *Australian Consumer Law* (Cth).
- 2.3 'Applicant' means the person applying to purchase or purchasing a BTag, an Access Product, ski or snowboard lessons or topping up a BTag.
- 2.4 'BTag' means a piece of RFID media that when activated provides access to the Ski Lifts, snow slopes and mountain bike trails.
- 2.5 'bStore' means the business to business website for the wholesale of the Company's products.
- 2.6 'Buller Ski Lifts' means Buller Ski Lifts Pty Ltd (ABN 25 153 985 829).
- 2.7 'Claim' means any claim, demand, action or proceeding in relation to the performance or non-performance of the services, products or any other obligation whether arising under the Conditions, the Act, the law of contract, equity, tort (including negligence), strict liability, breach of statutory provision or statutory duty or otherwise.
- 2.8 'Company' means Buller Ski Lifts Pty Ltd ABN 25 153 985 829, its directors, officers, employees and agents and includes Buller Sports Pty Ltd ABN 34 056 736 930 and Buller Ski & Snowboard School Pty Ltd ABN 51 056 466 347.
- 2.9 'Cut-off Date' means the last date an applicant may take advantage of seasonal pricing as stated on the Website from time to time.
- 2.10 'eStore' means the online retail website and the Mt Buller Mobile Application for the sale of the Company's services and products to customers.

- 2.11 'Holder' means the person to whom a BTag has been issued or purchased for and includes the purchaser of the BTag and of any Access Product.
- 2.12 'mountain biking' means the riding of bikes on the designated mountain bike trails at the Resort during the Summer Season.
- 2.13 'Prescribed Terms' means any terms, conditions and warranties which the law (including the Act) expressly provides may not in respect of the Conditions be excluded, restricted or modified, or may be excluded, restricted or modified only to a limited extent.
- 2.14 'Price' means the full price applicable to the purchase of a BTag, a particular Access Product or the topping up of a BTag at a Purchase Date.
- 2.15 'Purchase' or 'purchased' means to have paid in full.
- 2.16 'Purchase Date' means the date that the purchaser makes payment for the BTag, the Access Product or for the topping up of the BTag.
- 2.17 'Purchase Price' means the actual price paid for the BTag, Access Product or for the topping up of a BTag.
- 2.18 'Relevant Date' means 1 June in each calendar year.
- 2.19 'Resort' means the Mt Buller Alpine Resort.
- 2.20 'Resort Charge' means the facility to link a BTag to a nominated credit card.
- 2.21 'Sale Yards' means the Company's ticket office at the Resort.
- 2.22 'Season Membership' means an Access Product that provides the Holder with access to the Ski Lifts for the purpose of skiing or snowboarding on a Snow Season basis.
- 2.23 'Ski Lifts' means such lifts as may be operated by the Company at the Resort from time to time during the Snow Season and includes, but is not limited to chair lifts, T bars, moving carpets and tow ropes.
- 2.24 'Snow Dough' means the stored value facility that may be linked to a BTag.
- 2.25 'Snow Season' means the period in each calendar year during which the Company shall operate the Ski Lifts for the purpose of facilitating the participation in snow sports at the Resort, which period is proposed to commence on (or about) 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 quantity 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.
- 2.26 'Summer Season' means the period of each calendar year which does not include the Snow Season.
- 2.27 'You', 'Your', 'you' and 'your' means the person who makes a purchase from Buller Ski Lifts by using this Website and includes the Holder.

- 2.28 'Vouchers' means benefits, gifts or promotional items provided to a Holder at the Company's sole discretion.
- 2.29 'We' means the Company.
- 2.30 'Website' and 'Site' means the eStore accessed through 'www.bslestore.com.au/estore' and the bStore accessed through 'www.bslestore.com.au/bstore', 'www.mtbuller.com.au' or the Mt Buller Mobile App and content supplied by the Company for those sites.

3. EXCLUSION OF LIABILITY AND WAIVER OF YOUR RIGHT TO SUE

IMPORTANT – READ CAREFULLY - THESE CONDITIONS AFFECT AND RESTRICT YOUR LEGAL RIGHTS!

- 3.1 Buller Ski Lifts (**the Supplier**) offers you use of recreational services (**Recreational Services**) at the Resort on the Conditions. 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, snowboarding, mountain biking and sightseeing. 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, construction and maintenance of mountain bike trails, skiing and snowboarding lessons, equipment rental, and the operation of the ski patrol.

You may accept this offer by purchasing a BTag, Ski Lift access product, using a BTag, topping up a BTag, hiring equipment from the Supplier, purchasing or participating in lessons offered by the Supplier or using or making use of any of the Recreational Services. If you do any of these things, you have accepted this offer and are bound by the Conditions.

3.2 Purchase of BTag and Daily Access

You must purchase a BTag and Ski Lift access product for the days on which you wish to ski, snowboard or mountain bike at the Resort. Prices are displayed at the Resort and on the Supplier's website. If you rent equipment or enrol or participate in skiing or snowboarding lessons, you must also pay the applicable price. Even if you fail to purchase a BTag or to pay an applicable fee, if you use any of the facilities at the Resort or make use of any of the Recreational Services, by such use you agree to and will be bound by the Conditions.

3.3 Exclusion of Liability

The Supplier, its employees, directors and agents, are not liable to you, your dependents or legal representatives, for personal injury or death suffered by you 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 made known, expressly or by implication, to the Supplier or because they failed to achieve any result reasonably expected by you which you, 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)*.

3.4 Risk Warning and Waiver to Sue

You 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 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 in any way whatsoever caused by or arising from your use of such services or your participation in such activities.

3.5 Warning under the *Australian Consumer Law and Fair Trading Act 2012*

Under the *Australia 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:

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- 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 Supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. 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* if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in clauses 3.3 and 3.4 in 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*.

- 3.6 You must comply with the **Alpine Responsibility Code** and all signs or other directions of the Supplier. It may suspend or cancel your BTag 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.
- 3.7 You must carry your BTag in or on your ski jacket at all times on the snow slopes which must be presented to the Supplier's agent upon request.
- 3.8 No BTag or access product 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 BTag if you suffer any illness or injury or if any lift service is not operating.

3.9 Purchases on Behalf of Another Person and Indemnity

If you purchase a BTag or access product or Recreational Service from the Supplier on behalf of another person, you make that purchase as the agent of that other person who is also bound by the 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 clause 3 in its entirety and then made the purchase. You warrant that you have that person's authority to so bind them, unless you purchase a BTag or access product or Recreational Service from the Supplier on behalf a child (under 18 years) in which case you agree to fully indemnify the Supplier for all loss and damage it may suffer due to 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 Recreational Services or participation in recreational activities.

PRIVACY STATEMENT – See website www.mtbuller.com.au for privacy statement

4. USE OF WEBSITE

- 4.1 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.
- 4.2 The Website is provided by the Company.
- 4.3 The Website may provide links to third party websites and the products or services of third parties. If you use any of these links you leave this website. The Company has not reviewed and does not control these websites and is not responsible for their content. The Company is not responsible and is not liable in any way for third party content provided on or through these Websites. If you access, use or purchase any goods or services via these websites you do so at your own risk.
- 4.4 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.
- 4.5 Copyright in the Website is owned by the Company or its licensors.
- 4.6 The material available on this Website is copyright protected. 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.
- 4.7 No content of this Website 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 the Conditions, or

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

4.8 The Website may contain trademarks 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.

4.9 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 the Conditions. All disclaimers and limitations of liability by the Company will survive termination.

4.10 To the extent available 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.

5. PRIVACY

5.1 In administering the BTags the Company will collect certain personal information of the Holder. This information will be collected and used strictly in accordance with the Australian Privacy Principles, the Buller Ski Lifts Privacy Policy (published at <https://bslestore.com.au/estore/content/privacy.aspx>) and the Company privacy policy (published at <http://www.mtbuller.com.au/utilities2/utilities/t-cs>).

5.2 The Company collects the personal information required on this Website 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 products or services. You may seek the correction of your personal information by contacting our Privacy Officer at privacy@skibuller.com.au.

5.3 Importantly, all personal information is stored on secure databases and will only be accessed by the Company employees that have a need to use the information in the normal course of their duties. For more information, please visit our Buller Ski Lifts Privacy Policy.

5.4 Personal information about a BTag Holder, Snow Dough Account balances and transaction records are available by attendance at the Sale Yards or by contacting the Privacy Officer at privacy@skibuller.com.au. Your personal information will be disclosed to you on request and with presentation of proper identification.

6. FAULTY, LOST OR STOLEN BTags

6.1 Should a BTag be lost, stolen or damaged, the Holder must complete a lost BTag form, available from Sale Yards and submit the form to the Company. The lost, stolen or damaged BTag will be deactivated and the Company will re-issue a new BTag upon receipt of payment of the \$10 replacement fee.

- 6.2 The Company reserves the right to request suitable identification prior to the re-issue of the BTag.
- 6.3 If the Holder considers the BTag to be faulty, and the Company determines it is faulty through no fault of the Holder then the BTag will be replaced at no cost to the Holder.

7. TERMINATION

The BTag or Season Membership, issued to a Holder may be cancelled or suspended by the Company without refund to the Holder, at the absolute discretion of the Company, for:

- 7.1 Reckless or careless conduct whilst participating in Recreational Activities or non-compliance with the ALPINE RESPONSIBILITY CODE, which is on display within the Resort and on this website www.mtbuller.com.au/Winter/Ski-School/Safety-on-the-Slopes or with the notices or other directions of the Company;
- 7.2 Violation by the Holder of any of the rules posted or established by the management of the Company;
- 7.3 Violations by the Holder of area closures, trail closures and ski area boundaries;
- 7.4 Acts endangering the safety of or harming other persons or misconduct by the Holder;
- 7.5 The use of the BTag or Season Membership by any person other than by the Holder;
- 7.6 Damage to the property of the Company by the Holder; and/or
- 7.7 Any breach of the Conditions.

SEASON MEMBERSHIP ADDITIONAL CONDITIONS

8. ELIGIBILITY

An applicant for a Season Membership must nominate for each intended Holder the applicable category of Season Membership based on the following eligibility criteria:

- 8.1 Adult Passes - a person who is aged 15 to 64 years inclusive on the relevant date excluding those enrolled full time in a secondary school on the relevant date.
- 8.2 Under 5 Passes - a person who has not reached the age of 5 years on the relevant date
- 8.3 Child/Sec Passes - a person who is aged 5 years to 18 years inclusive or who is enrolled full time in a secondary school on the relevant date
- 8.4 Over 65 Passes - a person who has reached the age of 65 years on the relevant date
- 8.5 Over 70 Passes - a person who has reached the age of 70 years on the relevant date

9. APPLICATION

- 9.1 To purchase a Season Membership, the Applicant must complete the online form available at the eStore, nominate the intended Holder, the applicable category of Season Membership, existing BTag number (if applicable), accept the Conditions by clicking 'I AGREE' and make an electronic payment.
- 9.2 The Company may at its sole and absolute discretion require such evidence as it considers necessary to confirm the eligibility of the intended Holder for the category of Season Membership applied for by the Applicant prior to issuing to the Applicant the requested Season Membership.
- 9.3 The Company requires a current, colour head shot photo with the face clearly visible of the intended Holder with each Season Membership. This may be uploaded as a jpeg. The name and photograph of the intended Holder cannot be altered.
- 9.4 Once the Company is satisfied of the eligibility of the intended Holder for a category of Season Membership and has received and accepted the Applicant's completed order form and, subject to clause 11, payment in full, the Company will issue the Applicant with the Season Membership.
- 9.5 If a new BTag is required, the BTag will be mailed in mid-May to the Applicant unless other arrangements are made and agreed upon with the Company.

9.2 Pricing

The price of the Access Products shall be the price displayed on the Website in Australian Dollars on the date of your order (inclusive of goods and services tax and any other charges which must be mandatorily disclosed under the *Competition and Consumer Act 2010* (Cth) but exclusive of delivery charges which are payable by you).

9.3 Cancellation Due to Error or Unavailability

- (a) You acknowledge that despite the Company's reasonable precautions, Access Products may be listed at an incorrect price, with incorrect information, or which are unavailable due to a typographical error or other oversight. In these circumstances, the Company reserves the right to cancel the transaction, notwithstanding that your order has been confirmed and your credit card has been charged. The Company each reserves this right up until the time of delivery or use of the Access Products.
- (b) If a cancellation of this nature occurs after your credit card has been charged for the purchase the Company will immediately, or as soon as practical, issue a credit to your credit card account for the amount in question.

9.4 Security Policy

- (a) When purchasing from the Website your financial details are passed through a secure server.
- (b) No transmission over the Internet can be guaranteed as totally secure. Whilst the Company strives to protect such information, it does not warrant and cannot ensure the security of any information which you transmit to it. Accordingly, any information which you transmit to the Company, including your credit card details, is transmitted at your own risk, and the Company

shall have no liability to you for any financial or consequential loss or damage suffered by you in anyway whatsoever arising out of or related to your use of this Website whether due to negligence, breach of contract, statute or statutory duty by the Company.

- (c) Once the Company receives your transmission, it will take reasonable steps to preserve the security of such information.

10. RIGHTS GRANTED

- 10.1 Subject to the Conditions, Season Members are entitled to use the Ski Lifts during the Snow Season.
- 10.2 To use the Ski Lifts during the Snow Season, the Holder must always carry his or her BTag in their ski/snowboard jacket 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 Snow Season.

11. ADDITIONAL BENEFITS

In addition to the access rights, Holders are entitled to the following additional benefits;

- 11.1 10% discount on retail purchases at all Buller Sports' outlets including Buller Sports Mansfield, Chalet, Ski School, Central, Horsehill, Freeride and Altitude Mt Buller.
- 11.2 10% discount when dining at the ABOM Restaurant and Bar, Mousehead Bar and Bistro, and Tirol Café.
- 11.3 10% discount on Ski & Snowboard School Adult class lessons, Private lessons and Buller Kids class lessons (7-18yrs)
- 11.4 Other promotional and special offers from time to time.

NB: Discounts are only applicable to full retail prices.

12. REFUND PROTECTION PLAN TERMS

- 12.1 At the time an application is submitted for a Season Membership, the Applicant may also elect to purchase refund protection under the Refund Protection Plan for that Season Membership, which will operate in accordance with the terms of this clause 12.
- 12.2 The Refund Protection Plan is available for a payment of \$50 per Adult Season Membership and \$30 per School Kid Season Membership or Over 65 Season Membership. Season Membership is not transferable and cannot be sold or exchanged.
- 12.3 The Refund Protection Plan entitles a Season Membership Holder to claim a refund in respect of the relevant Snow Season if a triggering event has occurred. Triggering events are:
 - (a) An injury to the Holder;
 - (b) An ongoing illness of the Holder;

- (c) An injury or ongoing illness to a dependent of the Holder for whom the Holder will be the primary care giver;
 - (d) Death of the Holder;
 - (e) Pregnancy of the Holder; and
 - (f) International or interstate relocation of the Holder.
- 12.4 Any injury, illness or pregnancy 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 dependent for a period of at least 4 weeks after the Relevant Date.
- 12.5 The Company may request the Holder to provide it with such additional information and/or evidence in relation to the triggering event as the Company in its sole and absolute discretion considers necessary.
- 12.6 To claim a refund, the Holder must complete a refund form available from the Company and forward the same and medical certificate or other evidence (the '**Refund Claim**') to the Company.
- 12.7 The Holder will not be entitled to a refund unless and until the Company has received the completed refund form, the original medical certificate and any other information reasonably required by the Company.
- 12.8 The Company will, acting reasonably but in its sole and absolute discretion, determine the eligibility of a Holder for a refund pursuant to this clause.
- 12.9 The refund to which a Holder may be entitled to claim is determined on the later of the date of the triggering event and the last date the BTag was used, if any use has occurred ('**refund date**'). If the refund date is, in the applicable year:
- (a) Before 1 June the refund is 100% of the Purchase Price;
 - (b) After 1 June and before 1 July, the refund is 75% of the Purchase Price;
 - (c) After 1 July and before 1 August, the refund is 50% of the Purchase Price;
 - (d) After 1 August and before 1 September, the refund is 25% of the Purchase Price; and
 - (e) After 1 September there is no refund.
- 12.10 A refund claim shall take approximately 4 weeks from the date upon which the claim is received by the Company to process. The Company's decision is final.
- 12.11 The price paid by the Holder for protection under the Refund Protection Plan is non-refundable regardless of whether or not the Holder makes a claim for a refund.
- 12.12 The Company will not refund or replace a Season Membership due to a triggering event unless the Holder has purchased the Refund Protection Plan and qualifies for a refund in accordance with this clause.

12.13 Once a refund has been made the Season Membership is cancelled and shall have no further effect in that Snow Season. If the Holder wishes to resume activities at the Resort, the Holder will need to purchase alternative Access Products.

SNOWDOUGH ADDITIONAL CONDITIONS

A BTag may also be used as a stored value card. At the option of the Holder the BTag may be loaded with money and used (instead of cash) to pay for various goods and services within the Resort ('**Snow Dough**'). The Holder will be bound by these additional conditions from the date the BTag is first used for a financial transaction.

Snow Dough is accepted as a form of payment (at time of writing) at the following Buller Ski Lift venues:

- **Retail products and Rental equipment** at Freeride, Chalet, Altitude and all Buller Sports locations.
- **Food and Beverages** at ABOM Café and Bar, Moosehead Bistro & Bar, Spurs Restaurant, Tirol Café.
- **Lift and Lessons** at Ticketing, Buller Sports and Ski School outlets.

13. LOADING

- 13.1 The BTag may be used by the Holder as a non-cash payment facility. The BTag can be linked to a stored-value account established with the Company ('**Snow Dough Account**') into which the Holder or a third party may deposit sums up to but not exceeding the maximum balance of \$1000.
- 13.2 The BTag may be loaded online by using the secure payment facility at www.bslestore.com.au/eStore. Payment is by credit card with a minimum deposit of \$20. Payments into the Holder's Snow Dough Account may be made at any time using the online eStore or Mobile Application.
- 13.3 The Holder may use the Snow Dough to pay for goods and services sold by the Company at the Resort including those provided by the Ski & Snowboard School, Buller Sports and the Company's hospitality venues as listed in Additional Benefits clause 11.
- 13.4 The BTag Holder agrees to the Conditions for use of the BTag by depositing money into his/her Snow Dough Account for use of his/her BTag.

14. FEES AND CHARGES

- 14.1 The Company does not charge any fees to establish a Snow Dough Account. However, a Holder must deposit a minimum of \$20 into his/her Snow Dough Account to establish the facility.
- 14.2 An administration fee will be charged by the Company if:
- (a) the Holder requests that the Company reissue the Holder with a new BTag because the Holder has lost or damaged the BTag or it has been stolen (see clause 6 of the Conditions);
 - (b) the funds in the Holder's Snow Dough Account are refunded to the Holder for any reason; or

- (c) the Company is required to deal with the balance of funds in the Holder's Snow Dough Account in accordance with the *Unclaimed Monies Act 2008* (Vic).

15. ACCOUNT BALANCE

- 15.1 The account balance for each Snow Dough Account may not exceed an amount of \$1,000. The BTag Holder's account must not have a negative balance and any transactions exceeding the value remaining on the BTag will need to be paid for by other methods for the amount that is in excess of the BTag balance. The BTag Holder's account balance can be viewed online, at the Sale Yards or at any point of sale accepting the BTag for payment.
- 15.2 The BTag is not a credit card and it may not be used for cash withdrawals or cash advances.
- 15.3 Any balance in the BTag Holder's account at the end of the Snow Season may be rolled over to the next season. The BTag Holder agrees that no interest is payable by the Company on the balance of the Snow Dough Account.

16. TRANSACTION LIABILITY

- 16.1 The Holder is responsible for and bears the cost of all transactions made with their BTag. The account balance on the BTag is the equivalent of cash wherever the BTag is accepted.
- 16.2 The Holder must ensure the safe keeping of their BTag and must not release the BTag details to anyone, other than authorised Company personnel, and must not permit any other person to use their BTag. If this provision is breached, the Company will cancel the BTag with no refund payable to the Applicant or the Holder. The Company reserves the right to report such conduct to the police.
- 16.3 If the Holder is a minor, the person providing the funds to the associated Snow Dough Account acknowledges that the deposit is the equivalent of giving cash to the minor and that the minor may use the Snow Dough to purchase goods and services. The Company accepts no liability whatsoever for the purchasing decisions made by minors.
- 16.4 If a BTag is lost or stolen the BTag Holder must immediately report the matter to the Company on (03) 5777 7800 and the Company will deactivate the BTag. There is a 24 hour message recording facility for all reports that are made outside the business hours of the Company. The Holder is liable for all transactions up to the time the Snow Dough account on the BTag is deactivated.
- 16.5 The Company is not liable for any unauthorised use of the BTag or any loss suffered by the Holder due to the Holder's breach of these conditions.

17. TRANSACTION RECORDS

- 17.1 The Sale Yards is responsible for the administration of Snow Dough and the BTags. Each transaction made with a BTag is recorded.
- 17.2 The Holder can, free of charge, obtain a record of the transactions made using the BTag:
- (a) in person by visiting the Sale Yards during normal operating hours;

- (b) by contacting the Sale Yards during normal operating hours in (03) 5777 7800.

18. DISPUTE RESOLUTION

- 18.1 If a BTag Holder believes there is an error, unauthorised transaction or other issue relating to their Snow Dough Account or its use then the Holder should contact the Sale Yards as soon as practicable and provide the following details:
- (a) Details of the relevant transaction (date, time, merchant);
 - (b) Holder's contact details (email/mobile phone); and
 - (c) Any other information reasonably requested by the Company to investigate the dispute.
- 18.2 The Sale Yards will use its reasonable endeavours to investigate the matter and resolve the matter and respond to the Holder within [10 Business Days] of receiving the Holder's report. If the Sale Yards finds that an error has occurred, the Holder's account will be corrected.
- 18.3 The Holder may request an update on the status of the matter by contacting the Sale Yards during regular operating hours.

19. REFUNDS

- 19.1 A Holder may request a refund of Snow Dough either online or in writing at the end of the Snow Season or upon the earlier termination of the BTag. Snow Dough refunds will be made by electronic funds transfer into an account provided by the Holder for this purpose at the time of establishing the Holder's account. An administration fee of \$10 will apply and be deducted from any remaining balance upon a refund being made. This only applies to Snow Dough balances purchased by the Holder, not for amounts given as credits by the Company for products purchased.
- 19.2 Any BTag that is inactive with an unclaimed balance will be retained for a period of not more than seven years. The balance will be managed in accordance with the requirements of the *Unclaimed Monies Act 2008* (Vic). An administration fee of \$10 will apply and be deducted from the balance following the expired period.

20. EXPIRY OF SNOW DOUGH ACCOUNT

- 20.1 A Snow Dough account will expire after 2 years of inactivity.
- 20.2 The Holder may request and receive a refund of the money in their Snow Dough Account in accordance with clause 19. If there are funds remaining in the Holder's Snow Dough Account at the expiry date and the Holder has not requested a refund, the Company may, in its discretion, refund the balance to the Holder in accordance with clause 19, less an administration fee of \$10.

21. GENERAL

- 21.1 The Holder acknowledges and agrees that a BTag and Access Product and its benefits are not transferable.

- 21.2 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 Access 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.
- 21.3 Vouchers cannot be redeemed for cash or for Snow Dough.
- 21.4 BTags cannot be transferred or resold. They are valid only for the time period stipulated in the purchased Access Product and are void if tampered with.

22. VARIATION TO THE CONDITIONS

The Company retains the right to vary the Conditions from time to time, including changing the prices of any Access Products. 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 the 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.

23. APPLICABLE LAWS AND JURISDICTION

Note: the Conditions are to be 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 courts of Victoria have exclusive jurisdiction. 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.