

## TERMS & CONDITIONS

### LAKE MOUNTAIN ALPINE RESORT – RESORT ENTRY

Terms & Conditions (Alpine Resorts Management Act or Regulations of 1997 or 2020)

Alpine Resorts Victoria trading as Lake Mountain Alpine Resort (ABN 33 432 219 067) (the Supplier) offers you resort entry at Lake Mountain Alpine Resort (the Resort) on the terms and conditions (the Conditions) set out in this form.

#### Conditions of Entry

These Conditions of Entry apply to entry to the Resort:

- i. Each visitor to the resort must comply with the following Conditions of Entry.
  - ii. These Conditions of Entry apply year-round.
  - iii. A Permit to enter the Resort is required during the Declared Snow Season. Refer Conditions of Purchase (Resort Entry) for details.
1. At all times while in the Resort, the Visitor must comply with:
    - i. the Alpine Resorts (Management) Act 1997;
    - ii. Alpine Resorts (Management) Regulations 2020;
    - iii. Crown Land (Reserves) (Southern Alpine Resorts) Regulations 2020;
    - iv. any directive made under the Public Health and Wellbeing Act 2008 (Vic); and
    - v. all signs (including during hours of darkness) or other lawful directions of the Supplier or any of its employees and agents.
  2. Visitors understand there are specific resort entry requirements and fees associated with the vehicle entering the resort, including:
    - Car resort entry is for vehicles with less than eight (8) seats, able to accommodate a maximum of eight (8) passengers for the total entry cost of \$67.00 AUD per car.
    - Bus passenger entry is for vehicles with more than eight (8) seats and more than four (4) passengers. Entry costs are per passenger, \$22.00 AUD per adult and \$11.50 AUD per child (under the age of 5 years). This resort entry does not refer to a bus/ shuttle service provided by Lake Mountain.
      - A Commercial Operator Licence is also required for any commercial entity requiring entry to the resort.



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- Two-wheeled vehicles, such as pushbikes or motorbikes are not permitted to enter the resort during the declared snow season.
  - Vehicles towing, including but not limited to trailers or caravans, are not permitted to enter the resort during the declared snow season.
  - All visitors must stop at the resort entry ticket office prior to entering the resort, providing evidence of a valid pre-purchased entry pass, Lake Mountain Season Pass, All Resorts Permit, approved school/group booking, contractor credentials or ability to purchase resort entry if available via EFTPOS. Failure to do so will result in denied resort entry.
3. Visitors acknowledge Lake Mountain Alpine Resort entry gate opens at 8am and closes by 4pm daily during the declared snow season. Resort entry passes are valid for entry from 8am to 3pm. Ticketholders will not be permitted to enter the resort after 3pm and must depart the resort prior to 4pm. Visitation such as overnight camping/hiking or leaving of vehicles at the resort outside the operating hours is prohibited.
  4. Visitors are aware that all transaction/ payment methods are cashless across the resort, in each department. Transactions can only be made via EFTPOS, including any transaction fees that may incur. There is no CASH option.
  5. Visitors understand there is a No Refund Policy on resort. This is applied to all resort entry passes, any tickets, services or products purchased at Lake Mountain Alpine Resort.
  6. Visitors acknowledge and agree that some services with the Resort are operated by the Supplier and that entering the Resort does not guarantee access to those services. Refer to Conditions of Purchase and Conditions of Use for further terms and conditions related to Resort operated services and activities.
  7. Visitors acknowledge and agree that some services within the Resort are owned and operated by independent third parties and that entering the Resort does not guarantee access to those services. Those services are sold independently and separately. The Visitor releases the Supplier from any liability in relation to the availability or use of those services.
  8. Wheel chain declarations may be made at any time of the year, including days outside of the Declared Snow Season. Visitors who are in control of a motor vehicle operating within or entering the Resort are required to follow all directions and signage regarding the carrying and fitting of wheel chains for specified classes of vehicles. Fines may be issued in accordance with breaches as set out in the Alpine Resorts (Management) Regulations 2020. Fitting of wheel chains must be actioned



and at of the responsibility of the visitor, Lake Mountain staff are unable to assist in any capacity.

9. Visitors must park vehicles within marked bays in designated parking areas or in accordance with the directions of Resort staff or signage and operated a vehicle in a safe manner. A fine may be issued to Visitors who leave vehicles in a position which causes any obstruction to walkways, roads, are not within marked bays, not within posted hours or operated in an unsafe manner. Vehicles not parked in designated areas, outside displayed times or causing an obstruction may be clamped, towed and stored; and released at the owner's expense.
10. The Supplier does not provide a vehicle road-side breakdown, emergency fuel or vehicle recovery service. Visitors should contact independent service providers as needed.
11. Visitors are not permitted to bring their own food and beverages into any registered food and beverage premises (restaurants and cafes) operated by the Resort or commercial entity, or food preparation devices (stoves, cookers, kettles) inside any resort facilities.
12. If the Resort is closed for one of the reasons set out in Condition 24, the Supplier will use reasonable endeavours to notify the Visitor. However, the Supplier does not guarantee that Visitors will be informed of such closure before they arrive at the Resort.
13. As part of the State of Victoria's response to COVID-19 the resort may be required to limit access and capacity of venues and activities, and in order to support contact tracing requirements, Visitors may be required to:
  - i. provide the name and contact details of all persons entering the Resort, and
  - ii. check in to Resort venues using the Services Victoria app.
14. Visitors acknowledge that the Supplier and third parties authorised by the Supplier may make or record film, photographs or other forms of moving picture, still picture or any format of them at the Resort (including, but not limited to, of Visitors and their vehicle). Each Visitor grants to the Supplier and third parties authorised by it, permission to use photographs, film, tape, or other images or likenesses of the Visitor in any media (including publication within or outside Victoria, Australia and for any purpose without identification or compensation or payment of any kind).
15. Permitted activities and items. The following activities and items are **not permitted** within the resort, except with an authority or permit issued by the Board:
  - i. Aircraft – including drones, helicopters, hang gliders, hot air balloons and parasails.



- ii. Lighting and maintaining a fire, campfire or barbecue, which uses solid fuel
  - iii. Animals – including dogs, except for Assistance Animals
  - iv. Dangerous or disturbing activities
  - v. Firearms, weapons and other dangerous objects
  - vi. Advertising, solicit or collect money, disseminate advertising or commercial or promotional material, use amplifier PA or similar device to deliver a message.
  - vii. Filming of a commercial nature
  - viii. Organised events of more than 30 persons without prior permission granted by the resort
  - ix. Camping, including in tents and vehicles, or erecting a temporary structure during the declared snow season
  - x. Interfere with animals, vegetation, rocks or similar natural objects, or cultural heritage; including cutting and taking firewood
  - xi. Interfere with a water course, alpine bog, water catchment area or water storage
  - xii. Introduction and planting of vegetation
  - xiii. Take or introduce any material, including soil
  - xiv. Tracked over-snow vehicles and snowmobiles
  - xv. Conduct commercial tours and recreational activities without prior permission granted by the resort
  - xvi. Powered recreational vehicles – quad bikes, side by side vehicles, motor cycles, eScooters, except registered vehicles operating on designated public roads.
16. Recreation Activities are permitted in Set Aside Areas subject to any Conditions of Purchase of those activities delivered by the Supplier or third-party operator and any associated Conditions of Use.
17. Consumption of alcohol is not permitted in public areas of the Resort, except in a licenced premises, event or area.
18. Conduct and behaviour: Abusive conduct towards resort staff and other visitors will not be tolerated. All visitors are entitled to enjoy the peaceful amenity of resort and safely participate in permitted activities. Abusive and disruptive visitors will be removed from the Resort.



19. Domestic waste is to be placed in the general waste receptacles provided around the Resort. Business, commercial, industrial and dangerous waste is not permitted in general waste receptacles.
20. Use of public buildings – shelters, public conveniences, barbecues – shall be in accordance with the purpose of the facilities provided. Camping and overnight stays are not permitted in these facilities.
21. Safety is a priority of the Resort. Visitors should follow the alpine responsibility code, report any incidents, report maintenance issues, and observe signage and directions. Visitors must not enter closed or unauthorised areas, including fenced and signed water catchment areas. Weather and fire danger conditions in alpine areas can change quickly at any time of the year. Visitors should be well prepared and undertake activities within their capabilities. Before entering remote or backcountry areas leave a record of your trip intentions with a responsible person. The Resort's ski patrol provides a First Aid Response service during the Declared Snow Season. At other times of the year contact local medical providers or emergency service agencies for first aid or medical response.
22. Visitors consent to receive and agree to pay for any medical or hospital treatment (including without limitation, ambulance transportation) which is considered in the opinion of the Supplier or its personnel to be advisable while at the Resort. Each Visitor indemnifies and will keep indemnified on demand the Supplier for all costs associated with any medical treatment required.
23. The Supplier may at its discretion refuse entry to the Resort and remove a visitor from the Resort, if it determines, in its reasonable opinion, that a Visitor has breached any of these Conditions.
24. The Supplier will not be liable to any Visitor for any loss or damage (including, but not limited to, indirect or consequential loss or damage, for example, but not limited to, travel and accommodation costs) suffered as a result of or arising from the closure of the Resort.
25. A Resort Closure may be declared for any of the following reasons. During a Resort Closure visitors will not be permitted to enter or stay within the resort, and must depart as directed by Resort Management if the:
  - i. Resort is required to close due to a Government Directive;
  - ii. Victorian Government has issued "stay at home orders" impacting the locality of the resort;
  - iii. Board declares, in accordance with Regulation 15 of the Alpine Resorts (Management) Regulations 2020, a closure of the resort where there is likely



to be a significant danger to public safety, including on a day of Catastrophic fire danger rating.

26. The Supplier collects personal information about Visitors attending the Resort. The Supplier may collect the name, address, phone number and email address of Visitors, as well as film, photographic and other footage, for the purposes of conducting research, marketing and promotional activities in respect of the Resort. Film and photographic footage may be used as set out in Condition 14. If the Visitor does not provide the Supplier with the personal information described above:

- the Visitor may not be admitted to the Resort; and
- The Supplier may not be able to provide the Visitor with information about products and services that the Guest may want, including information about discounts, sales or special promotions.
- The Supplier may disclose the personal information it collects to its employees, related bodies corporate, contractors and service providers (including, but not limited to, research, marketing and promotional organisations). The Supplier is not likely to disclose the information to overseas recipients.
- The Supplier's privacy policy contains more details about:
  - i. the personal information it collects and how that information is dealt with;
  - ii. how a Visitor may access the personal information which the Supplier holds about them and seek correction of that information; and
  - iii. how a Visitor may complain about a breach of the Australian Privacy Principles and how the Supplier will deal with such a complaint.

27. Unless a Visitor advises the Supplier to the contrary, the Visitor consents to receiving future promotional and marketing material from the Supplier and its related entities, including, but not limited to, via electronic messages (e.g. email, SMS etc). If a Visitor does not wish to receive promotional and marketing material, they should select the unsubscribe option where applicable.

28. Visitors acknowledge and agree that any part or parts of these Conditions which contravene the law of a relevant jurisdiction and are not enforceable may be read down and are severable and do not invalidate the remaining conditions.

29. These Conditions are governed by the laws in force from time to time in Victoria. The parties submit to the exclusive jurisdiction of the courts of Victoria.





30. The Australian Consumer Law (as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth)) (Australian Consumer Law) provides Consumers (as that term is defined in the Australian Consumer Law) with a number of protections and Consumer Guarantees that cannot be excluded or limited (Non-Excludable Rights). Other than as set out in Condition 30, these terms and conditions, and in particular any limitations of liability set out in these terms and conditions, are therefore subject to, and will not apply to the extent that they limit or exclude, such Non-Excludable Rights.
31. Subject to Condition 31, the Supplier excludes:
- i. any term, condition or warranty that may otherwise be implied into these Conditions;
  - ii. any liability for loss, death or personal injury incurred as a result of or in connection undertaking activities at the Resort, howsoever caused;
  - iii. any liability for damage to a Visitor's property as a result of or in connection with undertaking activities at the resort howsoever caused; and
  - iv. any liability for indirect or consequential loss (such as loss of profits, loss of revenue and loss of opportunity).
32. Visitors indemnify the Supplier, its personnel, contractors and any associated entities (Indemnified Parties) against all loss, liability, damage or expense incurred by any of the Indemnified Parties in connection with undertaking activities at the Resort, to the extent caused by the Permit Holder.

#### **PURCHASES ON BEHALF OF ANOTHER PERSON AND INDEMNITY**

If you purchase a ticket and access for Resort Entry 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 Resort Entry such person acknowledges and agrees to the Conditions as if that person had read this sign and then made the purchase. You warrant that you have that person's authority to so bind them unless you purchase the Resort Entry 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 the Resort Entry.

**RISK WARNING** – Recreational activities including skiing, using Magic Carpet lifts, snow tubing, tobogganing, snow play, mountain biking, and back country walking involve significant risk of physical harm including personal injury, permanent disability and / or even death and all Visitors acknowledge and voluntarily assume the risks associated with and arising from these activities. To the extent permitted by the law and in respect of any

Recreational Activities, Visitor hereby release and discharge each of the Supplier, its personnel, contractors and any associated entities from all and any claims, loss, damage, costs and expense arising from any:

- i. death;
- ii. physical or mental injury of an individual (including the aggravation, acceleration or recurrence of such an injury of the individual);
- iii. contraction, aggravation or acceleration of a disease of an individual; or
- iv. coming into existence, aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual that is or may be harmful or disadvantageous to the individual or community or that may result in harm or disadvantage to the individual or community, however it may be caused and even if caused by negligence or lack of due care and skill of the Supplier, its personnel, contractors and any associated entities, arising from or connected with the supply or organisation of or participation in recreational services or recreational activities, except to the extent that it is caused by the reckless conduct of the Supplier, its personnel, contractors or any associated entities. The release in this Condition 30 is intended to exclude the Permit Holders rights under Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law.

