

CONDITIONS OF SUPPLY AND SALE

The following conditions of supply and sale ('**Conditions of Sale**') apply to and bind the purchaser and user of a Falls Creek Hotham Snow Pass Media Card or a Snow Pass Media Product from Falls Creek Ski Lifts Pty Ltd ('**FCSL**') (ABN 46 004 843 761) or from Mount Hotham Skiing Company Pty Ltd (ABN 60 004 294 697) ('**MHSC**') (collectively called '**the Suppliers**') whether the purchaser purchases the Snow Pass Media Card or the Snow Pass Media Product via the FCSL Website or the MHSC Website (collectively called '**Website**') or by telephone, postal order or by visiting the Supplier's Offices.

1. DEFINITIONS

- 1.1 '**Holder**' means the person to whom a Snow Pass Media Card and a Snow Pass Media Product has been issued and includes the user and purchaser of a Snow Pass Media Card and of a Snow Pass Media Product.
- 1.2 '**Ski Lifts**' means such chair lifts, t-bars, poma lifts, moving carpet and tow ropes as may be operated by the Suppliers at their respective resorts during the Snow Season.
- 1.3 '**Snow Pass Media Product**' means any products sold and supplied by the Suppliers that provide the purchaser or user with access to and use of ski and snowboard slopes in the Falls Creek and Mount Hotham Alpine Resorts, Ski Lifts, ski and snowboard lessons, ski and snowboard rental products, tobogganing and snowtubing on a daily, or multiday basis or for the Snow Season and for the purchase of ski and snowboard clothing and equipment.
- 1.4 '**Snow Season**' means the period in each calendar year during which the Suppliers operate the Ski Lifts at their respective resorts.
- 1.5 '**Season Pass**' and '**Hero Pass**' means a Snow Pass Media Product that provides the Holder with access to Ski Lifts for the duration of the Snow Season.
- 1.6 '**Supplier's Offices**' means the Supplier's offices located at the Falls Creek Alpine Resort, the Mount Hotham Alpine Resort, or at any other location from time to time.
- 1.7 '**You**', '**Your**' wherever appearing in these Conditions of Sale means any person using the Website for the purchase of a Snow Pass Media Card or a Snow Pass Media Product and includes a Holder.

2. ABOUT THESE CONDITIONS OF SALE

- 2.1 Please read these Conditions of Sale carefully before using the Website. By using the Website to purchase a **Snow Pass Media Product**, you are agreeing to be bound by

these Conditions of Sale. If you choose not to be bound by these Conditions of Sale, the Suppliers will not grant you the right to so use the Website and the Suppliers will not sell or supply you with any of their products.

- 2.2 These Conditions of Sale include and must be read in conjunction with the Suppliers' Privacy Policy (as displayed on the Website) and the Alpine Responsibility Code.

3. PRIVACY POLICY

- 3.1 You agree and authorise the Suppliers and their agents to do each of the following:
- 3.1.1 Collect your personal information provided by you on the Website;
 - 3.1.2 Use your personal information for administering and operating the Website and for marketing purposes such as planning, researching, promoting and/or marketing any goods and/or services of the Suppliers and/or a third party by email, mail or telephone; and
 - 3.1.3 Disclose and/or transfer the personal information to related bodies corporate, officers, employees and agents of the Suppliers.
- 3.2 The Suppliers will only collect the personal information which is required for the functions and/or activities of Snow Pass Media Cards or Snow Pass Media Products. Your personal information will not be disclosed to any overseas recipients.
- 3.3 The Suppliers will offer you opportunities to OPT-OUT of receiving all communications (or selected communications) from them. If you elect to opt out, the Suppliers 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.
- 3.4 For more information regarding the kind of personal information the Suppliers collect, how they collect your information, the purposes for which the information is collected and how you can complain about any Australia Privacy Principle breach, please read the Suppliers' privacy policy as displayed on the Website.
- 3.5 You can access, update, delete or correct any personal information relating to you held in the Suppliers' database by contacting their privacy officer at privacy@falls creek.net or privacy@hotham.com.au.
- 3.6 In administering the Snow Pass Media Cards and Snow Pass Media Products, the Suppliers will collect certain personal information of the Holder. This information will be collected and used strictly in accordance with the Australian Privacy Principles and the Suppliers' privacy policy displayed on the Website.

- 3.7 The Suppliers collect personal information required on the 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, the Suppliers may be unable to provide you with those products or services.
- 3.8 Importantly, all personal information is stored on secure databases and will only be accessed by the Suppliers' employees that have a need to use the information in the normal course of their duties. For more information, please visit the Suppliers privacy policy.
- 3.9 Personal information about a Snow Pass Media Card Holder and transaction records are available by contacting the privacy officer at privacy@falls creek.net or privacy@hotham.com.au. Your personal information will be disclosed to you on request and with presentation of proper identification.

4. USE OF WEBSITE

- 4.1 The Website is provided by the Suppliers. The material and information on the Website is provided in good faith by the Suppliers. While the Suppliers take all reasonable care to ensure that the content is correct, they 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.
- 4.2 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 Suppliers have not reviewed and do not control these websites and are not responsible for their content. The Suppliers are not responsible and are 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.
- 4.3 This Website may from time to time display third party advertisements. Such advertisements may or may not contain hyperlinks to third party websites. The Suppliers do 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.
- 4.4 Copyright in the content and material on the Website is owned by the Suppliers or its licensors. You may download, store, display on your computer, view, listen to, play and print materials that the Suppliers publish or broadcast on the Website or make 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 Suppliers' 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.

- 4.5 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 Suppliers except:
- 4.5.1 as expressly permitted in these Conditions of Sale, or
- 4.5.2 as permitted under the *Copyright Act 1968* (Cth) or other applicable laws.
- 4.6 The Website may contain trademarks or logos of the Suppliers, 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 Suppliers is permitted.
- 4.7 The Suppliers may at any time discontinue or limit access to the Website or its content. The Suppliers may terminate or limit your access to the Website if you breach these Conditions of Sale. All disclaimers and limitations of liability by the Suppliers will survive termination.
- 4.8 To the extent available by law, the Suppliers give no guarantees or warranties in relation to the use or content of the Website. In particular, the Suppliers do not warrant that:
- 4.8.1 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;
- 4.8.2 the Website or any content will meet your requirements; or
- 4.8.3 the content does not infringe any third party intellectual property rights.

5. SNOW PASS MEDIA CARDS

- 5.1 Snow Pass Media Cards issued to you by the Suppliers at a cost of \$5.00 are used for the storage of your purchases of Snow Pass Media Products.
- 5.2 A Snow Pass Media Card will be replaced at a cost of \$5.00 for any card lost, stolen or damaged.
- 5.3 The purchase of Snow Pass Media Products are non-refundable and non-transferable once payment has been processed.

- 5.4 Names on the Snow Pass Media Product orders cannot be altered after the order has been made.
- 5.5 A Snow Pass Media Card does not entitle the Holder to any Ski Lift access without the purchase of a Ski Lift access product.
- 5.6 In purchasing your Snow Pass Media Products you agree to receive communications from the Suppliers' marketing teams by email (but not limited to this medium) advising you of key information and updates, including additional benefits to Snow Pass Media Card holders.
- 5.7 Snow Pass Media Cards must be carried in your ski jacket at all times while you are on the ski/snowboard slopes and must be presented to the Suppliers' authorised personnel upon request. The Snow Pass Media Card can be used when loaded with the purchase of Snow Pass Media Products. No refund will be made if any Ski Lifts are not operating or for customer illness or injury or for lost or stolen Snow Pass Media Cards.

6. ORDERING PROCEDURE

- 6.1 You may offer to purchase any Snow Pass Media Products described in the Website for the price specified in the Website.
- 6.2 Your order must contain your name, postal address, phone number, date of birth, e-mail address, a recent passport style photo, credit card details and any other ordering information specified on the Website.
- 6.3 Payment must be effected by credit card using the ordering facility on the Website.
- 6.4 You are responsible for ensuring the accuracy of your order. The Suppliers shall endeavour to supply you, subject to availability, with the Snow Pass Media Products set out in your order. Confirmation of your purchase will be sent to your nominated email address.
- 6.5 You cannot cancel an order once it has been submitted and paid, even if a confirmation email from the Suppliers is still pending.
- 6.6 Snow Pass Media Products are available for sale only to persons who can make legally binding contracts.
- 6.7 If you purchase Snow Pass Media Products by telephone, post or by visiting one of the Suppliers' Offices then any such purchase will be governed by these Conditions of Sale excluding any of the Conditions of Sale that are specific to purchases made using the Website.

- 6.8 If you opt to collect your Snow Pass Media Card or Snow Pass Media Products direct from the Suppliers you will need to provide a valid photo ID showing your date of birth.
- 6.9 If you choose to purchase a Hero Pass you will, at the time of purchase, be required to pay the full price or the deposit price nominated on the website. If you choose to pay the deposit price you agree to pay the balance of the purchase price and also agree that this amount will automatically be deducted from your credit card on 30 April 2019. It is your responsibility to ensure the credit card details on file are correct prior to 30 April 2019 and that sufficient funds are available on that date to enable the balance of the purchase price to be deducted.

7. YOUR AGREEMENT TO THESE CONDITIONS OF SALE BY MAKING AN ORDER

By completing your purchase/s and payment by credit card or voucher you agree to these Conditions of Sale including the Exclusion of Liability Conditions (in paragraph 16) and the Suppliers will treat the order as confirmed.

8. PRICING

- 8.1 The price of the Snow Pass Media Products shall be the price displayed on the Website 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).
- 8.2 All prices displayed on the Website are quoted in Australian dollars and must be paid in full, including delivery charges, except where discounts are offered as detailed on the Website.

9. CANCELLATION DUE TO ERROR OR UNAVAILABILITY

- 9.1 You acknowledge that despite the Suppliers' reasonable precautions, Snow Pass Media 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 Suppliers each reserve the right to cancel the transaction, notwithstanding that your order has been confirmed and your credit card has been charged. The Suppliers each reserve this right up until the time of delivery or use of the Snow Pass Media Products.
- 9.2 If a cancellation of this nature occurs after your credit card has been charged for the purchase the respective Suppliers will immediately, or as soon as practical, issue a credit to your credit card account for the amount in question.

10. DELIVERY

Australia Post is the Suppliers' usual postal agent and it will make deliveries unless otherwise instructed and in accordance with the terms and conditions stipulated by it. All Snow Pass Media Cards and Snow Pass Media Products will be delivered to the address that you have indicated on your order. Risk of damage or loss of the Snow Pass Media Cards and Snow Pass Media Products passes to Australia Post when it takes possession of your order from the Suppliers. Any times quoted for delivery are approximate only and the Suppliers shall not be liable for any delay in the delivery of the Snow Pass Media Cards or Snow Pass Media Products howsoever caused.

11. RESALE, USE BY UNAUTHORISED PERSONS, TRANSFER OR ALTERATIONS TO SNOW PASS MEDIA CARDS PROHIBITED

- 11.1 A Snow Pass Media Card must only be used by the person to whom it is issued and must not be used by another person, resold, transferred or altered in any manner. Should this provision be breached the Snow Pass Media Card in question will be cancelled with no refund being payable for the purchase price and the respective Suppliers reserve the right to refer the matter to the police.
- 11.2 Immediately you become aware that any Snow Pass Media Card issued to you (or to another person at your request) has been lost or stolen, you must report this to the relevant Supplier by telephone (FCSL 03 5758 1000 or MHSC 03 5759 4444) or by visiting an office of that Supplier.
- 11.3 You acknowledge and accept that any Snow Pass Media Card issued to you (or to another person at your request) may be cancelled or suspended at the sole discretion of the relevant Supplier if:
- 11.3.1 an unauthorised person is found to be using it prior to you reporting it lost or stolen; or
 - 11.3.2 the user fails to comply with all signs or other direction of the Suppliers, or for reckless or careless conduct, or for breach of the Alpine Responsibility Code.

12. SECURITY POLICY

- 12.1 When purchasing from the Website your financial details are passed through a secure server.
- 12.2 No transmission over the Internet can be guaranteed as totally secure. Whilst the Suppliers strive to protect such information, the Suppliers do not warrant and cannot ensure the security of any information which you transmit to the Suppliers.

Accordingly, any information which you transmit to the Suppliers, including your credit card details, is transmitted at your own risk, and the Suppliers 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 suppliers.

- 12.3 Once the respective Suppliers receive your transmission, the respective Suppliers will take reasonable steps to preserve the security of such information.

13. **AGENCY**

If you purchase any Snow Pass Media Card or Snow Pass Media Products, from the Suppliers via the website, or by any other means, on behalf of another person, both you and that other person, agree that you make that purchase as the authorised agent of that other person so that he/she will be bound by these Conditions of Sale.

14. **VARIATION TO THE CONDITIONS OF SALE**

The Suppliers retain the right to vary these Conditions of Sale from time to time (including changing the prices of any Snow Pass Media Products) provided that this does not materially affect the nature of the Snow Pass Media Products purchased. 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 of Sale and by any later variation to them when posted on the Website. The Suppliers encourage users to review this document regularly to keep abreast of such changes.

15. **TERMINATION OF ACCESS**

Access to the Website may be terminated at any time by the Suppliers without notice. The respective Suppliers' limitation of liability will nevertheless survive any such termination.

16. **EXCLUSION OF LIABILITY - WAIVER OF RIGHT TO SUE - YOUR ASSUMPTION OF RISK - THESE CONDITIONS AFFECT AND RESTRICT YOUR LEGAL RIGHTS!**

- 16.1 **FALLS CREEK SKI LIFTS PTY LTD (FCSL)** (ABN 46 004 843 761) and **MOUNT HOTHAM SKIING COMPANY PTY LTD (MHSC)** (ABN 60 004 294 697), their employees, directors and agents (**the Suppliers**) offer you use of recreational services (**Recreational Services**) at the Falls Creek and Mount Hotham Alpine Resorts (the Resorts) and the ski slopes at Dinner Plain on the terms and conditions (**the Conditions**) set out here. The Recreational Services are all services provided by the Suppliers associated with the use of the snow slopes and the mountain for recreational activities including but not limited to skiing, snowboarding, tubing, mountain biking and sightseeing, the provision and operation of ski lifts, snowmaking, snow slope design, construction, maintenance and grooming, hazard assessment and mitigation, skiing and snowboarding lessons and equipment rental.

You may accept this offer by purchasing a Snow Pass, ski lift access product, using a Snow Pass, topping up a Snow Pass, hiring equipment from the Suppliers, purchasing or participating in lessons offered by the Suppliers 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

PURCHASE OF SNOW PASS AND DAILY ACCESS

- 16.2 You must purchase a Snow Pass and ski lift access product for the days on which you wish to ski, snowboard or at the Resorts. Prices are displayed at the Resorts and on the Suppliers' websites. 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 Snow Pass or to pay an applicable fee, if you use any of the facilities at the Resorts or make use of any of the Recreational Services, by such use you agree to and will be bound by these Conditions.

EXCLUSION OF LIABILITY

- 16.3 The Suppliers 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 Suppliers, 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 Suppliers or because they failed to achieve any result reasonably expected by you which you, expressly or by implication, made known to the Suppliers or for breach of any other consumer guarantee of the *Australian Consumer Law (Vic)* or of the *Australian Consumer Law (Cth)*.

RISK WARNING AND WAIVER TO SUE

- 16.4 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 Suppliers 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.
- 16.5 **WARNING:** If you participate in these activities your rights to sue the Suppliers under the *Australian Consumer Law & Fair Trading Act 2012* 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 paragraphs 2 and 3 of this sign. **NOTE:** The change to your rights, as set out in or on this sign, does not apply if your death or injury is due to gross negligence on the Suppliers' 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 & Fair Trading Regulations 2012* and section 23(3)(b) of the *Australian Consumer Law & Fair Trading Act 2012*.
- 16.6 You must comply with the **Alpine Responsibility Code** (available at <https://www.mthotham.com.au/on-mountain/getting-about/mountain-info#6441-responsibility-code> and <https://www.skifalls.com.au/about/alpine-responsibility-code>) and all signs or other directions of the Suppliers. They may suspend or cancel your Snow Pass and access to Recreational Services at the Resorts in their absolute discretion for non-compliance with the Code, these Conditions, or for reckless or careless conduct.
- 16.7 You must carry your Snow Pass in or on your ski jacket at all times on the snow slopes which must be presented to the Suppliers' agent upon request.

- 16.8 No Snow Pass or access product can be resold, transferred or altered in any manner. They are valid only for the dates purchased. The Suppliers will not refund or replace any Snow Pass if you suffer any illness or injury or if any lift service is not operating.
- 16.9 These Conditions may be varied from time to time. The variations will be displayed on signs at the Resorts and posted on the Suppliers' Websites.
- 16.10 These 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.

PURCHASES ON BEHALF OF ANOTHER PERSON

- 16.11 If you purchase a Snow Pass or access product or Recreational Service from the Suppliers on behalf of another person, you make that purchase as the agent of that other person who as a consequence is bound by these Conditions and they acknowledge and agree to the conditions and matters set out in clauses 2 and 3 by using any of the Recreational Services. You warrant that you have that person's authority to so bind them, unless you purchase a Snow Pass or access product or Recreational Service from the Suppliers on behalf a child (under 18 years) in which case you agree to fully indemnify the Suppliers for all loss and damage it may suffer due to any legal proceedings being brought by or on behalf of that child against the Suppliers 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.

17. SEASON, HERO AND ANY DAY PASSES

- 17.1 All Season, Hero and Any Day Pass Holders must sign and agree to these Conditions of Sale prior to obtaining their Season or Hero Pass.
- 17.2 Season, Hero and Any Day Pass purchases are non-refundable and non-transferable once payment has been processed. (Subject to payment and conditions of the Pass Protection program below).
- 17.3 Names on the Pass orders cannot be altered after the order has been made.
- 17.4 A child Hero Pass Holder is classified as between 6 – 18 years of age at 1 June of any year. A child Season Pass Holder is classified as between 6 – 17 years of age at 1 June of any year A Senior is a person over the age of 65 at 1 June of any year.
- 17.5 Season, Hero and Any Day Passes are valid for use at Falls Creek, Mount Hotham and Dinner Plain Resorts.

18. PASS PROTECTION PROGRAM

- 18.1 If you purchase the Pass Protection at the same time as purchasing your Season, Hero or Any Day Pass you will receive the reassurance of a partial refund if you suffer injury or sickness which prevents you from further participating in skiing or snowboarding as outlined below.

18.2 Purchase Price

INDIVIDUAL Pass Protection - \$29 Adult, \$19 Child/Student/Senior, per Season, Hero or Any Day Snow Pass

19. PASS PROTECTION - PROGRAM

- 19.1 Pass Protection is only available at the time you purchase your Season, Hero or Any Day Pass, and is only valid for the Snow Season for which pass is purchased.
- 19.2 Where Pass Protection is purchased the Suppliers will refund a percentage of the cost of your Season, Hero or Any Day Pass if you suffer injury or sickness which prevents you from further participating in skiing or snowboarding. No payments will be made under Pass Protection where you have breached any terms of these Conditions of Sale or where you are prevented from participating in skiing or snowboarding as a result of committing or attempting to commit a crime, undertaking elective or cosmetic surgery, injury or sickness resulting from the use of alcohol or illicit or improper drug use, violation of the Alpine Responsibility Code or insufficient snow coverage.
- 19.3 If you have purchased Pass Protection the Suppliers will refund the cost of your Season, Hero or Any Day Pass if you are a Victorian resident who is transferred interstate or overseas by your employer; provided that the date of transfer is at least 30 days after the purchase of your Season, Hero or Any Day Pass and prior to the start of the declared Snow Season for the applicable calendar year.
- 19.4 The Pass Protection fee is not refundable under any circumstances.
- 19.5 Pass Protection does not cover pre-existing injuries or conditions that were present at the time of purchase of the Season, Hero or Any Day Pass.
- 19.6 To apply for a refund, you must provide the Suppliers with a written request including a covering letter of explanation, a medical certificate stating the cause and date of your injury or sickness and prognosis. Refunds will be calculated from the day the Suppliers receive your request.
- 19.7 Once a refund claim has been processed your Season, Hero or Any Day Pass card will be de-activated and cannot be used.
- 19.8 Pass Protection ends on 8 August of the applicable year or the date when a refund is made by the Suppliers whichever is the earlier. No refund claims will be accepted by the Suppliers after 15 August of the applicable year.

19.9 All refunds made under Pass Protection are subject to these conditions and all decisions made by the Suppliers in respect to any refund are final and binding and no correspondence will be entered into.

20. PASS PROTECTION REFUND SCHEDULE

20.1 The percentage amount refundable under Pass Protection where the injury or sickness occurs will be:

- Up to 20 days after the date of the start of the declared Snow Season - 70% of the cost of the Season, Hero or Any Day Pass will be refunded.
- 21-40 days after the date of the start of the declared Snow Season - 50% of the cost of the Season, Hero or Any Day Pass will be refunded.
- 41-60 days after the date of the start of the declared Snow Season - 20% of the cost of the Season, Hero or Any Day Pass will be refunded.
- Over 60 days after the date of the start of the declared Snow Season - No refund will be paid.

20.2 If you do not purchase Pass Protection no refund or credit will be issued under any circumstances.

21. LAW AND JURISDICTION

These Conditions of Sale shall be governed by and construed firstly in accordance with the laws of the State of Victoria and then in accordance with the laws of the Commonwealth of Australia. If any part or provision of these Conditions of Sale should be determined to be illegal, invalid or otherwise unenforceable, it shall be deemed deleted and the remaining Conditions of Sale shall remain and continue to be valid, binding and enforceable.

22. GENERAL

22.1 If the Suppliers waive any rights available to the Suppliers under these Conditions of Sale on one occasion, this does not mean that those rights will automatically be waived on any other occasion.

22.2 The Holder acknowledges and agrees that the Suppliers may in their 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 Suppliers 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

Snow Pass Media 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 Suppliers for any reason whatsoever for any period during the Snow Season.