

**TERMS AND CONDITIONS**  
**2023 EPIC AUSTRALIA PASS**  
**Updated 11/08/2022**

1. Perisher Blue Pty Limited (referred to in these Terms and Conditions as “Perisher” owns and operates this website and supplies the Epic Australia Pass for use at the Perisher, Mt Hotham and Falls Creek Resorts in Australia and other ski areas (the “Resorts”) owned and operated by Vail Resorts, Inc., its affiliates and partner resort operators. In these Terms and Conditions, Perisher, Falls Creek, Mt Hotham and Vail Resorts, Inc. are referred to as “We”, “Us”, “Our”, (or equivalent).
2. **We reserve the right to apply the following special conditions to the 2023 Australian season and/or 2023-2024 Northern Hemisphere season:**
  - a. Subject to the registration requirements and Fair Use Registration policy set out below, the Epic Australia Pass (“Pass”) provides its holder (“Pass Holder”) with access to Perisher, Falls Creek and Mt Hotham (subject to the restrictions herein) for the 2023 Australian season and access to the other ski areas specified on the Epic Australia Pass website in the 2023-2024 Northern Hemisphere season (subject to holiday restrictions / specified day limits).
  - b. Resorts may implement a range of measures and actions to respond to the pandemic conditions, including requiring guests to wear face coverings and observe social distancing and other pandemic-related guidelines. These measures may include implementing a reservation system or closing some or all of the Resorts for part or all of the season. Our pandemic measures will change from time to time, and we require all Pass Holders and guests, as a condition of access and or use of our Resorts, to regularly check our resort websites and other communications to stay abreast of current measures and requirements at our Resorts.
  - c. It is a condition of use of the Epic Australia Pass that the Pass Holder follow all directions and requirements in place from time to time to maintain health and safety at our Resorts, including without limitation:
    - i. Providing, upon request, a pandemic health declaration;
    - ii. Wearing a face covering;
    - iii. Observing social distancing requirements;
    - iv. Permitting us to provide personal and / or health information to public health authorities where we are required by law to do so or where the authority has a legal right to request such information to assist with contact tracing (please refer to our privacy policy).Failure to follow such directions and requirements may result in forfeiture of the Epic Australia Pass and / or other benefits and being required to leave the Resorts.
  - d. You acknowledge and agree that it is your responsibility to follow and observe all directions and requirements in place from time to time to maintain health and safety at our Resorts, including observing social distancing requirements, and that we are not liable for your, or any other guest’s failure to do so.
  - e. You acknowledge and agree that, despite measures and actions taken to maintain health and safety at our Resorts, we are unable to prevent or avoid all risks relating to pandemic conditions in the alpine environment and you accept personal responsibility and liability for all risks relating to pandemics while at the Resorts.
  - f. **Access under Epic Australia Pass and registration requirements** – The Resorts may be required to operate to specific capacity constraints in 2023 due to the COVID-19 pandemic, which will require inventory controlled, reserved access for part or all of the 2023 ski season. Where the Pass Holder has elected to purchase the Perisher Skitube add-on, any requirements for inventory controlled, reserved access will extend to Skitube travel between Bullocks Flat and Perisher Valley. During any periods in which a reservation system is in place, subject to the Fair Use Policy, the Epic Australia Pass will entitle the Pass Holder to reserve lift access and where applicable, Skitube access, for the Pass Holder’s personal use, subject to available inventory. If a reservation system is in place: (i) the Pass Holder’s reserved access is non-transferable and intended for use by the Pass Holder only; (ii) we cannot guarantee that a Pass Holder will have access to any or all reservations that they seek; and (iii) the Pass Holder must register (in advance) for each individual day that they plan to use the Pass, and lift access and/or Skitube access will not be provided without advance registration.
  - g. **Fair Use Policy** – Given that the Resorts may be operating to specific capacity constraints and on the basis of inventory controlled lift and Skitube access, to ensure that all Pass Holders and other guests have fair and equitable lift access, a ‘fair use’ policy applies to registration and Pass Holders must not register for an excessive, irrational or unreasonable number of days, or for any day(s) on which they do

not, at the time of registration, have a genuine intention to ski or snowboard. We reserve the right to cancel registrations by a Pass Holder and/or suspend or cancel a Pass Holder's Epic Australia Pass if we consider, acting reasonably, that the Pass Holder has not abided by this Fair Use Policy.

- h. We reserve the right to change Epic Australia Pass offerings and benefits if we determine it necessary to do so to provide a safe and healthy environment for our guests and employees at our Resorts.
  - i. We retain the right, acting reasonably, to vary these Terms and Conditions from time to time, including to further respond to pandemic conditions and their impact on the operations of our Resorts and the health and safety of guests at our Resorts. Any variations become effective on posting of the changes on the Website and we encourage users to access and review this document regularly to keep abreast of such changes.
  - j. **Maximum Refund** - In no event shall any refund under these Terms and Conditions exceed the purchase price of your Pass ("**Purchase Price**").
  - k. **Single Refund Eligibility** - In the event you submit multiple timely and valid requests for refunds under EPIC Coverage - Australia, Vail Resorts will process the request that provides the highest available refund amount under these Terms and all other requests will be rejected and null and void.
3. THE AUSTRALIAN CONSUMER LAW PROVIDES CONSUMERS WITH A NUMBER OF CONSUMER GUARANTEES THAT CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED. THESE CONSUMER GUARANTEES PROVIDE CONSUMERS WITH A BASIC, GUARANTEED LEVEL OF PROTECTION FOR SERVICES THAT THEY ACQUIRE FROM US, INCLUDING: (I) A GUARANTEE AS TO DUE CARE AND SKILL (II) A GUARANTEE AS TO FITNESS FOR A PARTICULAR PURPOSE; AND (III) A GUARANTEE AS TO REASONABLE TIME FOR SUPPLY. WHERE YOU ARE ACQUIRING OUR SERVICES AS A CONSUMER YOU ARE ENTITLED TO THE BENEFIT OF THESE GUARANTEES. IF WE FAIL TO LIVE UP TO ANY OF THESE CONSUMER GUARANTEES FOR A RELEVANT SERVICE WE PROVIDE, YOU MAY BE ENTITLED TO A REMEDY UNDER THE AUSTRALIAN CONSUMER LAW. IF THE BREACH OF THE CONSUMER GUARANTEES CANNOT BE REMEDIED OR AMOUNTS TO A MAJOR FAILURE, YOU ARE ENTITLED TO A REFUND OR OTHER REMEDIES UNDER THE AUSTRALIAN CONSUMER LAW. YOU MAY ALSO BE ENTITLED TO COMPENSATION FOR REASONABLY FORESEEABLE LOSSES CAUSED BY THE FAILURE. THESE TERMS AND CONDITIONS, AND IN PARTICULAR PROVISIONS RELATING TO REFUNDS / CANCELLATIONS, WARRANTIES AND LIMITATIONS OF LIABILITY, ARE **THEREFORE SUBJECT TO, AND WILL NOT APPLY TO THE EXTENT THAT THEY EXCLUDE, RESTRICT OR MODIFY**, SUCH PROTECTIONS AND ANY CONSUMER GUARANTEES APPLICABLE TO CONSUMERS.
4. Except as set out in clause 3 and as expressly set out in the Terms and Conditions:
- a. This website including all its pages and contents ("Website") and all goods and services provided or booked via the Website are provided on an "as is" basis without any warranties or representations of any kind;
  - b. To the fullest extent permitted by law, all statutory or implied conditions or warranties of any kind are expressly disclaimed;
  - c. We will use reasonable endeavours to process electronic payment or refund transactions involving debit and credit cards in a timely and secure manner. However we, our directors, employees and beneficiaries make no warranties or representations regarding the time required to initiate or complete the processing of any transaction, and do not warrant or represent that your access to and use of the Website including but not limited to the payment facility will be continuous, uninterrupted, error free or secure, that any defects will be corrected or that this Website, its servers and any network connections are free of computer viruses and other harmful data, code, components or other material;
  - d. Without limitation we and our directors, employees and beneficiaries are not liable to you for any loss or liability of any kind caused by any delay or failure to provide information or perform operations (including but not limited to electronic payment or refund processing) requested or do so correctly, including but not limited to as a result of or in connection with:
    - i. any delay or failure in any transmission or communication facilities;
    - ii. any delay, failure or malfunction of the Website including but not limited to the payment facility;
    - iii. any failure or delay caused by third parties including but not limited to internet service providers, carriers or communications service providers, financial institutions, or payments service providers;
    - iv. delay, failure or malfunction of computer or network equipment, telephone lines, browsers, software, mobile phones or other handheld devices, or any related equipment or facilities;
    - v. computer viruses or other harmful data, code, components or other material; and,

- vi. any other event beyond the reasonable control of us, or our directors, employees and beneficiaries.
  - e. We and our directors, employees and beneficiaries, do not warrant or represent that we or they will be able to prevent any illegal, harmful or inappropriate access, use, modification or alteration of the Website including but not limited to the payment facility, or that they will give notice of such access, use, modification or alteration;
  - f. We and our directors, employees and beneficiaries, do not warrant or represent the correctness, accuracy, timeliness, completeness, reliability, quality or otherwise of the Website including but not limited to the payment facility. The use of the Website and any services including but not limited to the payment facility is at your own risk; and,
  - g. If your use of the Website results in the need for servicing or replacing equipment or data, we and our directors, employees and beneficiaries are not responsible for those costs.
5. To the fullest extent permitted by law, we and our directors, employees and beneficiaries shall not be liable for any loss or damage whatsoever (including, without limitation, direct, indirect, incidental, special and/or consequential loss or damages (including but not limited to loss of profits, revenue, expectation, business, goodwill or data), whether arising under contract, tort (including negligence) or any statutory cause of action, resulting directly or indirectly from or arising in connection with:
- a. a breach of the Website terms of use;
  - b. any use or access of, or any inability to use or access, the Website or any services including but not limited to the payment facility, or;
  - c. any goods or services provided or booked via the Website.
6. You agree to use and access the electronic payment facility on this Website strictly in accordance with the requirements and procedures set out on the Website from time to time and any applicable laws. You are responsible for entering the correct account/card number and other details required by the electronic payment facility on this Website, and for maintaining the security of your computer software and hardware. Your submission of a purchase of goods or services via the Website constitutes an offer subject to acceptance by us. We may amend any such requirements or procedures at any time.
7. Where the credit card used to make the purchase and valid photo ID is not presented at the time of redemption of the purchase, we may cancel the purchase at our complete and absolute discretion. As soon as you become aware that the credit card used to make the purchase may not be able to be presented at the time of redemption of the purchase (for instance because it has been lost, stolen, replaced or has expired), you must promptly contact us to make alternative arrangements. You agree that you will make only legitimate bookings in good faith for use by you and your invited guests only, and not for other purposes, including without limitation, reselling, impermissibly assigning or posting on third party websites, or making speculative, false or fraudulent bookings, or any booking in anticipation of demand.
8. Where you seek or do book or buy an Epic Australia Pass via the Website or elsewhere (whether as part of a package or otherwise), then you acknowledge the following risk warning and agree to the following terms:
- a. You engage in any Recreational Activity at your own risk.
  - b. You acknowledge the risk warning set out in bold below and that the warning constitutes a risk warning pursuant to the *Civil Liability Act 2002* (NSW);
  - c. You acknowledge that you will observe the Alpine Responsibility Code, (a copy of which appears on the last page of the Terms & Conditions) and that you will conduct yourself in a safe and controlled manner at all times. Failure to do so may result in us deactivating the ski lift access component of your Epic Australia Pass;
  - d. You must read all signs and follow all directions given by us, our employees or agents;
  - e. To the maximum extent permitted by law, subject to clause 2, we exclude all liability to you, including for negligence and whether the loss or damage has occurred to person or property. Where that liability cannot be excluded, we limit our liability to you;
  - f. You acknowledge that the "Recreational Activities" we provide constitute "Recreational Services" as defined in the *Competition and Consumer Act 2010* (Cth) ("CCA") and *Fair Trading Act 2012* (Vic). To the maximum extent permitted by the CCA, we exclude liability to you (including liability arising out of

any failure by us, our employees or agents to comply with any consumer guarantees applying to the Recreational Activities) for:

- i. death;
  - ii. personal injury;
  - iii. the contraction, aggravation or acceleration of a disease; and
  - iv. the coming into existence, the 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:
    - (i) that is or may be harmful or disadvantageous to an individual or community; or
    - (ii) that may result in harm or disadvantage to an individual or community, except with respect to significant personal injury caused by our reckless conduct.
9. To the fullest extent permitted by law, subject to clause 3, we make no warranties in relation to the services to be provided, and all warranties, representations or conditions relating to the services we provide (whether express or implied and whether arising in contract at common law or under statute) are to the maximum extent permitted by law expressly excluded.
10. Except to the extent that the law provides that liability cannot be excluded (including as set out in clause 3), you acknowledge that we are not liable to you for any loss, damage, injury or any incidental, indirect, special, consequential or economic loss or damage (including loss of opportunities, exemplary or punitive damages) whether to person or to property and whether arising from default, negligence, misconduct or otherwise by us, our employees or our agents and you indemnify us against all claims. Where our liability cannot be excluded, we limit our liability to the maximum extent that we are permitted by law to do so.
11. If you choose to use the “Epic Benefits” associated with your Epic Australia Pass, you agree that the acknowledgment and assumption of risk described above applies to all activities at ski areas owned and operated by us or any affiliate or partner resort operator of Vail Resorts, Inc., including, but not limited to the family of companies operating the Hakuba Valley and Rusutsu resorts. In addition, you release from liability and agree not to sue us or any of our respective affiliates, Partner Resorts and subsidiaries for any property damage, injury or loss, which arise out of your use of the Pass benefits, including those claims based on alleged or actual negligence, breach of any contract and/or express or implied warranty. You agree to follow the rules of each resort related to access and safe skiing and riding and understand that failure to adhere to such rules may result in the loss of your Epic Australia Pass benefits.

#### REFUNDS / CANCELLATIONS:

**Except as provided under the Australian Consumer Law, in our Terms and Conditions or under the Epic Coverage – Australia Refund Policy, the Epic Australia Pass is a non-cancellable, non-refundable purchase. The Epic Australia Pass (and all payments made to purchase it) cannot be transferred or deferred to a future season.**

12. You acknowledge that you agree with and will abide by the following Epic Australia Pass terms and conditions:
- a. The Epic Australia Pass is non-transferable and for the personal use of the Pass Holder only. All Epic Australia Pass Cards, Perisher Cards and Snow Pass Cards remain our property and must not be resold, transferred or altered in any way. The Pass Holder is responsible for promptly reporting if their Epic Australia Pass is lost, stolen or damaged by emailing [info@epicaustraliapass.com.au](mailto:info@epicaustraliapass.com.au). In these circumstances or if you forget to bring your Epic Australia Pass Card, you may purchase a replacement card either online, or at a ticket office where, upon presentation of valid Photo ID and the payment of a \$5 administration fee. You acknowledge and accept that you are liable for any use of your Epic Australia Pass that occurs while it is not in your possession, unless you have already reported it lost/stolen. Use of your Epic Australia Pass by another party may result in the pass being confiscated and not re-issued (under 12(c) below). Fraud is a criminal offence and may invoke police action;
  - b. BY PAYING EITHER YOUR INITIAL PAYMENT OR YOUR PAYMENT IN FULL FOR YOUR EPIC AUSTRALIA PASS(ES) YOU UNDERSTAND AND ACKNOWLEDGE THAT YOU ARE COMMITTING TO BUY THE EPIC AUSTRALIA PASS(ES) FOR THE 2023 AUSTRALIAN SEASON AND THE 2023-2024 NORTHERN HEMISPHERE SEASON. YOU UNDERSTAND AND ACKNOWLEDGE THAT WHEN PURCHASING EPIC AUSTRALIA PASS(ES) WITH AN INITIAL PAYMENT, YOU REPRESENT THAT THE CREDIT CARD YOU PROVIDE WILL BE AUTHORIZED FOR PAYMENT OF THE REMAINING BALANCE OF YOUR PURCHASE ON OR ABOUT 1 MAY 2023 OR A LATER DATE AS COMMUNICATED BY US. WHERE YOU FAIL TO PAY THE REMAINING BALANCE WHEN IT FALLS DUE PRIOR TO THE COMMENCEMENT OF THE 2023 AUSTRALIAN SKI SEASON, YOU FORFEIT YOUR INITIAL PAYMENT AND ANY RIGHT TO THE PASS. **YOU WILL NOT BE ENTITLED TO CANCEL OR OBTAIN A REFUND OF YOUR EPIC AUSTRALIA PASS(ES) PURCHASE AFTER THE INITIAL PART PAYMENT OR FULL PAYMENT OR RECEIVE A REFUND OF THE EPIC AUSTRALIA**

**PASS(ES) FEES (OR ANY PART THEREOF) UNLESS: 1) WE HAVE FAILED TO COMPLY WITH THE CONSUMER GUARANTEES UNDER THE AUSTRALIAN CONSUMER LAW OR ARE OTHERWISE REQUIRED BY LAW TO PROVIDE A REFUND; OR 2) THE EPIC COVERAGE – AUSTRALIA REFUND POLICY APPLIES (SEE BELOW). YOUR EPIC AUSTRALIA PASS(ES) (AND ANY PAYMENT MADE FOR THE PASS) CANNOT OTHERWISE BE CANCELLED OR REFUNDED. YOUR EPIC AUSTRALIA PASS(ES) (AND ANY PAYMENT MADE FOR THE PASS) CANNOT BE TRANSFERRED OR DEFERRED TO A FUTURE SEASON.**

- c. The Epic Australia Pass may be confiscated and not re-issued if, in our sole judgment, the Pass Holder 1) acts in a manner that could endanger the safety of any person; 2) violates the law; 3) provides ski lessons or related services for compensation; 4) engages in fraud (including where a party other than the Pass Holder uses the Pass) or misconduct or creates a nuisance; or 5) fails to adhere to the terms and conditions provided herein. We may decide in our discretion to re-issue the Epic Australia Pass after confiscation and the re-issued pass(es) may be subject to a reasonable replacement fee.
- d. Your Epic Australia Pass is valid only during the period for which it is advertised and not in any other period;
- e. You may only purchase an Epic Australia Pass for a person which they are eligible to hold with respect to their age (as at 10 June 2023) and photographic proof of age (e.g. birth certificate, passport, Keypass ID, drivers licence etc.) is required for students and seniors. Students may be required to provide a letter of enrolment to confirm their full-time attendance at secondary school;
- f. Where you buy or reload an Epic Australia Pass online, you must upload a portrait photo of the Pass Holder's head and shoulders, from which they are able to be identified, with their face clearly visible and unobstructed by goggles or buffs, before 12 June 2023;
- g. You may not change the Pass Holder's name after the date of purchase, unless you provide proof that the Pass Holder has legally changed their name (i.e. a change of name certificate);
- h. Epic Australia Passes and any upgrades to the Pass must be paid for in full before any lift access will be provided;
- i. Pass Holders are required to sign/e-sign a release of liability. Where a Pass Holder is 17 years of age or younger, the Pass Holder's parent or guardian is required to sign/e-sign a waiver and release of liability on their behalf;
- j. You must provide a valid email address and mobile telephone number for the express purpose of receiving communications regarding the Epic Australia Pass (including payment of any remaining balance under our split payment option) and you acknowledge that these are the only ways by which we will communicate with you;
- k. Lifts and other resort facilities (and related products and services) may be closed or operate in a reduced capacity from time-to-time for weather, health, safety, or other operational reasons (or as a result of government directions or guidance), as reasonably directed or determined by us;
- l. The Epic Australia Pass does not entitle you to use the resort facilities at any of the Resorts at which the Epic Australia Pass is valid for any commercial purpose except with our prior written consent and does not entitle you to provide or receive ski or snowboard instruction except where provided by us, our employees or our agents;
- m. All valid Epic Australia Passes include use of Skitube at Perisher Ski Resort between Perisher Valley and Blue Cow, subject to any capacity restrictions and/or reduction in operations due to weather, health, safety or other operational reasons (or as a result of government directions or guidance), as reasonably directed or determined by us; and
- n. By using an Epic Australia Pass, you grant us and our affiliates the right of publicity to own and use any image collected of the Pass Holder while participating in Recreational Activities.

**These conditions, together with the Risk Warning displayed below, form part of the conditions of entry and use of our facilities, equipment and services and that of our Partner Resorts at which the Epic Australia Pass is valid for use.**



**RISK WARNING:**

**ALPINE RECREATIONAL ACTIVITIES INCLUDING, BUT NOT LIMITED TO, SKIING, SNOWBOARDING, USING LIFTS, SNOWTUBING, TOBOGGANING, AND SNOW PLAY INVOLVE SIGNIFICANT RISKS WHICH MAY RESULT IN PHYSICAL HARM, INCLUDING PERSONAL INJURY, PERMANENT DISABILITY OR EVEN DEATH.**

**SUCH RISKS AND HARM MAY RESULT FROM YOUR ACTIONS AND/OR OMISSIONS OR THOSE OF OTHERS. THESE RISKS INCLUDE BUT ARE NOT LIMITED TO: COLLISIONS WITH ANOTHER PERSON, OBJECTS, SURFACES OR TERRAIN; LOSS OF CONTROL AND/OR DIRECTION AND/OR FALLING AT ANY TIME, INCLUDING WHILE PARTICIPATING IN ALPINE ACTIVITIES OR WHILE USING LIFTS; AND UNEXPECTED CHANGES IN WEATHER AND SNOW CONDITIONS.**

**IF YOU BREACH ANY OF THE CONDITIONS OF THE EPIC AUSTRALIA PASS, WE MAY REQUIRE YOU TO FORFEIT THE LIFT AND / OR SKITUBE ACCESS COMPONENT OF THE EPIC AUSTRALIA PASS AND YOU WILL LOSE ANY ASSOCIATED PRIVILEGES.**

**Skiers/snowboarders must observe the Alpine Responsibility Code and ski, snowboard and ride in a safe manner at all times. Failure to do so may result in a forfeiture of skiing/snowboarding privileges.**

**PRIVACY**

13. We collect the personal information requested on the Website to enable the efficient provision of the goods and/or services that you have requested, to complete the administrative and payment functions associated with that transaction and for possible contact tracing purposes in connection with government directions associated with the COVID-19 pandemic. It is possible to gain access to this personal information held by Us. Our Privacy Policy Statement sets out our policies on the management of personal information. To obtain a copy, please write to The Privacy Officer, Perisher Blue Pty Limited, PO Box 42, Perisher Valley, NSW 2624, you can visit our website at [epicaustraliapass.com.au](http://epicaustraliapass.com.au) or send an e-mail to [privacy@perisher.com.au](mailto:privacy@perisher.com.au).

**GENERAL**

14. These Terms and Conditions and your signed release of liability comprise the entire agreement between you and us in relation to its subject matter and supersede any prior agreement or understanding on anything connected with its subject matter.
15. These Terms and Conditions are governed by the laws of New South Wales, Australia. You irrevocably submit to the exclusive jurisdiction of the courts of New South Wales, Australia.

# EPIC COVERAGE - AUSTRALIA REFUND POLICY TERMS & CONDITIONS

Please read these terms and conditions (“**EPIC Coverage Terms**”) applying to EPIC Coverage - Australia refund policy carefully.

As set out in the Epic Australia Pass Terms & Conditions, the Australian Consumer Law provides consumers with a number of consumer guarantees that cannot be excluded, restricted or modified. These EPIC Coverage Terms are subject to, and will not apply to the extent that they exclude, restrict or modify any rights or remedies under the consumer guarantees regime. **Any rights and remedies given to consumers under this EPIC Coverage - Australia refund policy are in addition to (and do not replace or change) the rights and remedies provided under the Australian Consumer Law, or where we are otherwise required by law to provide a refund.**

## Section A: Overview

### 1. Overview

The EPIC Coverage - Australia refund policy will apply to our Epic Australia Pass products, including the Perisher Unlimited Skitube add-on, as described in these EPIC Coverage Terms. The EPIC Coverage – Australia refund policy will provide you with a partial or full refund for your Pass purchase in certain circumstances, including in the event of certain resort closures caused by the COVID-19 pandemic. It also may provide you with a partial or full refund for your Pass in certain circumstances specific to you, like if you are subject to a mandatory stay-at-home order or suffer a qualifying injury that prevents you from skiing or riding. Your eligibility for a refund under the policy, and the amount of any refund you may receive, is subject to the terms and conditions described below.

You will be required to select preferences (referred to here as **elections**), which are used to determine your eligibility for a refund of your Pass purchase under the policy and how we calculate the amount of your refund, but do not change the access to any ski resorts that is granted to you by your Pass or the days on which you may use your Pass.

For the avoidance of doubt, nothing in these EPIC Coverage Terms is a commitment by Vail Resorts to keep any Resort, or any facilities or amenities at any Resort, open for any particular period of time, and Vail Resorts reserves the right to close any of its Resorts or amenities in its sole and absolute discretion.

### 2. Elections

You will be required to make two elections that will impact your eligibility for a refund of your Pass purchase under the EPIC Coverage – Australia refund policy and the amount of any refund you may receive under the policy. Instructions on how to make your elections and how these impact eligibility for a refund under this policy are set out in this Section A.2 and in Section C.

- a. **Primary Resort vs. All Resorts.** You must elect either a “Primary Resort” or the “All Resorts” selection. Your choice will be used to determine which resort or resorts must be closed to trigger qualifying resort closure coverage under this policy (and the applicable Core Season in which you are unable to use your Pass if a qualifying personal refund event occurs) but does not change the access to any ski resorts that is granted to you by your Pass. You can choose an available Vail Resorts owned and operated resort in Australia that your Epic Australia Pass has access to as your Primary Resort for the purposes of coverage under this policy. When selecting a Primary Resort, you may not select a Primary Resort that is the subject of a Resort Closure Event at the time of your election, and you may only select an available Vail Resorts owned and operated resort, not a Partner Resort. “Partner Resorts” for the Pass are Rusutsu and Hakuba Valley in Japan. If you elect to specify a Primary Resort, you may be eligible for a refund if we close the Primary Resort you selected during the applicable Core Season (see below for what Core Season means). Alternatively, you can choose an “All Resorts” option, which gives you the option to choose to have coverage for Perisher, Mt Hotham and Falls Creek and Northern Hemisphere resorts owned and operated by Vail Resorts that your Epic Australia Pass has access. If you elect an All Resorts option, you may be eligible for a refund if multiple resorts available on your Pass are simultaneously closed during the applicable Core Season, as set out in greater detail below. The All Resorts options are as follows:
  - i. **“All Australian Resorts”** – covering Perisher, Mt Hotham and Falls Creek Resorts.
  - ii. **“All Resorts”** – covering the specific Vail Resorts owned and operated resorts in Australia and the Northern Hemisphere that your Epic Australia Pass has access to.

- b. **Specific Week vs. Core Season Visit.** You must elect either a “Specific Week” or “Core Season Visit”. Your choice will be used to determine when the resort or resorts must be closed to trigger qualifying resort closure coverage under this policy but does not affect the days on which you may use your Pass. A “Specific Week” is a seven-day consecutive period during the 2023 Australian or 2023-2024 Northern Hemisphere season. If you elect to specify a Specific Week, you may be eligible for a refund in certain circumstances in which you are unable to use your Pass during the Specific Week you selected. If you elect Core Season Visit, you may be eligible for a refund in certain circumstances in which you are unable to use your Pass during the applicable Core Season.

For the purposes of this policy, “**Core Season**” is the time period used to define the period or percentage of the applicable season impacted by the qualifying resort closure(s) when determining refunds under this policy for Resort Closure Event(s). A qualifying Resort Closure Event must occur during the applicable Core Season. Core Season is also relevant under this policy in the event you are unable to use your Pass during the applicable Core Season because of a Personal Refund Event. The date ranges of the applicable “**Core Season**” for the purposes of this refund policy are as follows:

- i. Where you choose Perisher, Falls Creek and Mt Hotham as your Primary Resort: 1 July 2023 through to 10 September 2023 (the “**Australian Core Season**”)
- ii. Where you choose All Australian Resorts: the Australian Core Season
- iii. Where you choose All Resorts: the Australian Core Season and 6 December 2023 through to 16 April 2024 (the “**Northern Hemisphere Core Season**”).

The definition of Core Season for the purposes of this policy does not affect the days on which you may use your Pass. Some Resorts may open earlier, and some may close later than the applicable “Core Season” as defined in this policy.

### **Important considerations**

Here are some points you may want to consider when you make your elections:

- i. If you plan to use your Pass primarily during a specific one-week period in an applicable Core Season, you may want to select that as your Specific Week, so that you may be eligible to receive a refund for Resort Closure Events under this policy (as determined per the eligibility requirements below) based on the portion of your chosen Specific Week for which you are unable to use your Pass due to the event. If you choose a Specific Week, that election is used only for the purposes of calculating your entitlement under EPIC Coverage – Australia, it does not change the access to any Resorts that is granted to you by your Pass.
- ii. If you plan to use your Pass regularly throughout the applicable Core Season, you may want to select Core Season Visit so that you may be eligible to receive a refund for Resort Closure Events under this policy (as determined per the eligibility requirements below) based on the total portion of the applicable Core Season during which you are unable to use your Pass due to the event.

These elections only impact your eligibility for a refund under this policy and the amount of any refund you may receive under this policy, and do not affect the access granted by your Pass. Because your Pass allows you to ski and ride throughout the 2023 Australian season and 2023-2024 Northern Hemisphere season, you can elect a “Specific Week” for the purposes of this policy and still use your Pass on days outside of that Specific Week. Similarly, because your Pass allows you to ski and ride at multiple Resorts, you can elect a “Primary Resort” for the purposes of this policy and still use the Pass at all other Resorts to which your Pass gives you access.

### **3. Making and Changing Your Elections**

You may make the elections described in Section A.2 beginning on or around the date you purchase your Pass through the “My Account” section online at [epicaustraliapass.com.au](https://epicaustraliapass.com.au). If you do not make an election, your **default** elections for coverage under this policy will automatically be “All Australian Resorts” and “Core Season Visit”. You will still have Epic Coverage if you leave the default preferences, but the nature and extent of coverage and resulting refund might not be best suited to your needs. You may update or change your election at any time before the earlier of (i) the first time you use your Pass, and (ii) when sales of the 2023 Epic Australia Pass end on [epicaustraliapass.com.au](https://epicaustraliapass.com.au).



#### 4. Partner Resorts

The use of your Pass at a Partner Resort will count towards the number of days you have used your Pass for purposes of determining the amount of any refund to which you may be eligible under this policy. Only closures of resorts owned and operated by Vail Resorts are covered by this policy. The EPIC Coverage – Australia Refund Policy does not provide refunds for any Partner Resort closures.

#### 5. Refund Eligibility

Your eligibility for a refund under EPIC Coverage – Australia will vary based on whether you are seeking a refund because of a qualifying event personal to you (e.g. a qualifying injury) or a qualifying event that has resulted in the closure of one or more of our resorts. The sections below are split accordingly: Section B addresses refund requests based on qualifying **Personal Refund Events** and Section C addresses refund requests based on qualifying **Resort Closure Events**. Section D sets out the process for requesting your refund. Section F sets out additional terms.

#### 6. General Limitations on Eligibility under this policy

Your Epic Australia Pass is NON-REFUNDABLE unless it qualifies for a full or partial refund under these Terms because of a Resort Closure Event, or a Personal Refund Event (each as defined below, together the “Qualifying Events”). You will not be eligible for a refund for any other reason, including but not limited to the following:

- a. **Weather and Wind.** You will not be eligible for a refund based on any inability to use your Pass due to weather-related or wind-related events, including snow levels.
- b. **Transportation Issues.** You will not be eligible for a refund based on any inability to use your Pass due to any road closures, traffic issues, parking constraints at or near the Resort, flight cancellations, or transportation issues.
- c. **Vaccine Requirements.** You will not be eligible for a refund based on any inability to use your Pass due to any federal, provincial, state, or local vaccine requirement, or any vaccine passport or other proof or attestation of vaccination required by any governmental or private entity.
- d. **Psychological Conditions.** Except as set forth in Section B, you will not be eligible for a refund based on any inability to use your Pass due to any mental health, nervous, or psychological conditions.
- e. **Reservations.** Except as set forth in Section E, you will not be eligible for a refund in the event that reservations are required to ski or ride at a Resort.
- f. **Guest Experience.** You will not be eligible for a refund based on your guest experience at any Resorts, facilities, or amenities, including with respect to parking.
- g. **False or Inaccurate Information.** You will not be eligible for a refund based on any inability to use a Pass which was purchased using false or inaccurate information.
- h. **Criminal Acts.** You will not be eligible for a refund based on an inability to use your Pass due to any criminal acts you commit, are arrested for, or are charged with, including where you are remanded or jailed.
- i. **Pass Revocation.** You will not be eligible for a refund based on any inability to use your Pass due to your Pass being revoked, confiscated, cancelled, and/or deactivated because Vail Resorts, its Partner Resorts, or the ski area operator determined, in their sole and exclusive judgment, that you acted in a manner that could endanger the safety or health of any person, violated any law or Resort or facility policy, engaged in any fraud, misconduct, or malfeasance, created a nuisance, failed to pay any amounts due for your Pass, or for other good cause.

### Section B: Personal Refund Events

#### 1. Personal Refund Events

You may be eligible for a full or partial refund of your Pass purchase under this policy in the event you are unable to use your Pass during the applicable Core Season because of a Personal Refund Event. This applies regardless of whether you have elected Specific Week or Core Season Visit. Coverage for qualifying Personal Refund Events applies throughout the applicable Core Season. For example, if you have selected Perisher as your Primary Resort, the applicable Core Season for the purposes of eligibility for a qualifying Personal Refund Events would be the Australian Core Season. If you submit a refund request under this policy based on a Personal Refund Event and you receive a full or partial refund of your Pass purchase, your Pass will be deactivated when we process your refund and you will no longer be able to use your Pass to access any Resorts during the remainder of the 2023 Australian and 2023-2024 Northern Hemisphere seasons. This policy covers the following qualifying “**Personal Refund Events**” (subject to the conditions / eligibility set out in this section B):

- a. **Stay-at Home Order.** You are unable to use your Pass during the applicable Core Season because the municipality, county, state, province, or country in which your Permanent Residence is located is

subject to a mandatory governmental “stay-at-home,” or “shelter-in-place” order lasting thirty (30) or more cumulative days, at least seven (7) days of which are during the Core Season. Your “**Permanent Residence**” refers to your fixed, permanent and principal home for legal and tax purposes.

- b. **Tourist Visa Rejection.** You are unable to use your Pass during the applicable Core Season because of a tourist visa rejection that prevents your entry into Australia, Canada, or the United States.
- c. **Travel Restrictions.** You are unable to use your Pass during the applicable Core Season because of a government-imposed prohibition on your entry into Australia, Canada, or the United States that affects all similarly situated travellers.
- d. **Job Loss.** You are unable to use your Pass during the applicable Core Season because, after you purchase your Pass, the full-time, employment of either you or your spouse or domestic partner who lives in the same Permanent Residence (each a “Domestic Partner”) ends involuntarily by termination, lay-off, or redundancy by a full-time employer who has continuously employed that person for at least one year immediately prior to the employment end date. In this clause “termination” does not include the completion of a fixed term of employment.
- e. **Stand Down.** You are unable to use your Pass during the Core Season because, after you purchase your Pass, you or Domestic Partner who lives in the same Permanent Residence are involuntarily stood down for a period of six (6) months or longer from ongoing, full-time employment by an employer for which you or your Domestic Partner had been continuously employed for at least one year immediately prior to being stood down.
- f. **Work Visa Renewals.** You are unable to use your Pass during the applicable Core Season because you or your Domestic Partner require a work visa to be employed in Australia, Canada, or the United States and your work visa is not renewed after you purchase your Pass. This provision is not applicable to part-time employees, temporary employees, independent contractors or self-employed persons.
- g. **Employment Transfer.** You are unable to use your Pass during the applicable Core Season because you or your Domestic Partner have an involuntary, employer-initiated transfer after you purchase your Pass that (i) is within the same organisation for which you or your Domestic Partner have been continuously employed on a full-time basis for at least one year immediately preceding the transfer; and (ii) involves your or your Domestic Partner’s relocation from your current Permanent Residence to a residence that is 150 or more kilometres further away from any Resort covered by your Pass. This provision only applies if you live within 600 kilometres of a Resort for which your Pass provides access.
- h. **Military Service.** You are unable to use your Pass during the applicable Core Season because after you purchase your Pass, you or your Domestic Partner are called to military service, your military leave is revoked, you are deployed or you are reassigned to a different duty station that is 150 or more kilometres further away from any Resort covered by your Pass than your current assigned duty station.
- i. **Personal Illness.** You are unable to use your Pass during the applicable Core Season because you or a Family Member who lives in the same Permanent Residence as you and for whom you are a carer, suffers an accidental bodily injury, a physical illness, or a physical disease that: (i) is diagnosed by a Doctor after you purchase your Pass or (ii) presents significant new or worsening symptoms that are diagnosed by a Doctor after you purchase your Pass. To qualify, the injury, illness, or disease must prevent you from using your Pass for thirty (30) or more consecutive days, at least seven (7) days of which are during the Core Season. This provision applies only if you provide medical evidence from a Doctor and evidence of the Permanent Residence of the person to whom you are a carer (where applicable). For the purpose of these EPIC Coverage Terms a “**Doctor**” is an AHPRA-registered medical practitioner, providing surgical or dental services who is acting within the scope of their accreditation and who is not you, a traveling companion, a Family Member, a person related to you or a business partner. The term “Family Member” means your child, Domestic Partner, brother, sister, mother, father, step-child, step-brother, step-sister, step-parents, legal guardian, foster child, ward or legal ward. This provision applies only if you provide acceptable medical evidence from a Doctor.
- j. **Death.** You are unable to use your Pass during the applicable Core Season because of your own death (in which case the refund will be awarded to another Family Member with the same Permanent Residence) or the death of a Family Member who lives in the same Permanent Residence that occurs after you purchase your Pass.
- k. **Natural Disaster.** You are unable to use your Pass for thirty (30) or more consecutive days during the applicable Core Season because, after the purchase of your Pass, your Permanent Residence is made uninhabitable (meaning the building structure is unstable and there is risk of collapse) in whole or in part due to a flood, hurricane, tornado, earthquake, fire, or volcanic eruption (each a “Natural Disaster”).

- l. **Subpoena/Jury Duty.** You are unable to use your Pass during the applicable Core Season because you are subpoenaed or required to serve on a jury and that subpoena or jury service prevents you from using your Pass for thirty (30) days or more during the applicable Core Season.
- m. **Personal Medical Quarantine.** You are unable to use your Pass during the applicable Core Season because you are quarantined for at least thirty (30) or more consecutive days at the direction of a Doctor after you purchase your Pass. This provision applies only if you provide verification from the Doctor.
- n. **University Transfer.** You are a university student, enrolled on a full time or equivalent basis in an undergraduate or postgraduate degree, and you are unable to use your Pass during the applicable Core Season because, after you purchased your Pass, you (a) transfer to a university located 150 kilometres or more further away from any Resort covered by your Pass than your current university; (b) are accepted into a foreign study program that will cause you to be out of the country for thirty (30) or more consecutive days during the applicable Core Season; or, (c) graduate and begin work at a job that is 150 or more kilometres further away from any Resort covered by your Pass than your current university. This provision only applies if your current university is located within 600 kilometres of a Resort for which your Pass provides access.
- o. **Pregnancy.** You are unable to use your Pass at all during the applicable Core Season because you or your Domestic Partner: (i) become pregnant; and, (ii) are advised by a Doctor that you or your Domestic Partner may not engage in snowsports due to pregnancy. You must provide medical evidence of your inability to use your Pass.
- p. **Adoption.** You are unable to use your Pass during the applicable Core Season because you adopt a child after you purchase your Pass.
- q. **Minor Dependent.** You are under the age of eighteen (18) and are unable to use your Pass because a Family Member living in the same Permanent Residence has experienced a Qualifying Personal Refund Event.

## 2. Proof of Personal Refund Events

You are required to provide evidence of the Personal Refund Event for which you are seeking a refund under this policy. These documents may include medical evidence from a Doctor, formal correspondence (i.e. letter of termination), official government records or correspondence, videos, photos, or any other documents that we deem reasonably necessary to determine your eligibility. If you fail to provide evidence to substantiate a Personal Refund Request to our satisfaction (determined in our discretion, acting reasonably) we reserve the right to deny your refund request under this policy. If you fraudulently conceal or misrepresent a material fact concerning your refund request, you will void all entitlements under this EPIC Coverage – Australia Refund Policy and your entitlement to use your Pass.

## 3. Time Limitations for Refund Request for Personal Refund Events

To be eligible for a refund under this policy based on a Personal Refund Event, you must submit your request for a refund in accordance with the process described in Section D below, within thirty (30) days of when the Personal Refund Event arises. We will act reasonably to respond to your request in a timely manner.

## 4. Refund Amounts for Personal Refund Events

If you are eligible for a refund of your Pass purchase under this policy because of a Personal Refund Event, the amount of your refund will vary based on how many days you have used your Pass and your refund will be a percentage of your Purchase Price. The Purchase Price is the amount you paid for your Pass, net of any discounts, promotions, credits and any add-ons such as the Perisher Unlimited Skitube add-on. The percentage refund you receive will be based on the number of days that you had used your Pass as of the date when your refund request under this policy is processed, as follows:

NUMBER OF DAYS PASS WAS USED	REFUND PERCENTAGE
0 Days	100% of Purchase Price
1 Day	86% of Purchase Price
2 Days	71% of Purchase Price
3 Days	57% of Purchase Price
4 Days	43% of Purchase Price
5 Days	28% of Purchase Price
6 Days	14% of Purchase Price
7 or More Days	0% of Purchase Price

If you are eligible for a refund of your Pass purchase under this policy because of a Personal Refund Event, and you purchased the Perisher Unlimited Skitube add-on, the amount of the Perisher Unlimited Skitube add-on refund will be 100% of the amount you paid for the Perisher Unlimited Skitube add-on, net of any discounts, promotions and credits (the “**Skitube Purchase Price**”) before first use, and 0% of the Skitube Purchase Price after first use.

#### 5. No Access After Refund for Personal Refund Event

If you receive a full or partial refund under this policy based on a Personal Refund Event, your Pass for which you received the refund will be deactivated and you will no longer be able to use your Pass to access any Resorts for the remainder of the 2023 Australian and 2023-2024 Northern Hemisphere seasons.

Once we have processed your refund request, your Pass may not be reinstated or your refund request withdrawn.

### Section C: Resort Closure Events

#### 1. Resort Closures

A Resort is deemed to be closed under this policy if no lifts are operating at the Resort because of a Resort Closure Event. You may be eligible for a full or partial refund under this policy in the event one or more of our Resorts is closed during the applicable Core Season (based on your coverage preferences) because of any of the following events (each a “**Resort Closure Event**”):

- a. The occurrence of a disease, epidemic, or pandemic, including the ongoing COVID-19 pandemic;
- b. The occurrence of a Natural Disaster;
- c. The occurrence of a terrorist attack; or
- d. The occurrence of a hostile or war-like action.

#### 2. Eligibility for a Refund Based on Resort Closure Events

Your eligibility for a refund under this policy because of a Resort Closure Event will depend on the elections (Primary Resort vs All Resorts and Specific Week vs Core Season) that you made for your Pass.

- a. **Primary Resort & Specific Week.** If you elected a Primary Resort and a Specific Week for your Pass, you will be eligible for a refund under this policy as calculated in Section C.4 below if the Primary Resort you selected is closed for three (3) or more days during your Specific Week because of a Resort Closure Event.
- b. **Primary Resort & Core Season Visit.** If you elected a Primary Resort and Core Season Visit for your Pass, you will be eligible for a refund under this policy if the Primary Resort you selected is closed for

seven (7) or more consecutive days during the applicable Core Season for that Resort because of a Resort Closure Event.

- c. **All Australian Resorts & Specific Week.** If you elected All Australian Resorts and a Specific Week for your Pass, you will be eligible for a refund under this policy if Perisher, Mt Hotham and Falls Creek in Australia are simultaneously closed for three (3) or more days during your Specific Week because of a Resort Closure Event.
- d. **All Resorts & Specific Week.** If you elected All Resorts and a Specific Week for your Pass, you will be eligible for a refund under this policy if:
  - Perisher, Mt Hotham and Falls Creek are simultaneously closed for three (3) or more days during your Specific Week because of a Resort Closure Event, or
  - Vail, Whistler Blackcomb, Breckenridge, Beaver Creek, Crested Butte, Keystone, Park City, Heavenly, Northstar, and Kirkwood are simultaneously closed for three (3) or more days during your Specific Week because of a Resort Closure Event.
- e. **All Australian Resorts & Core Season Visit.** If you elected All Australian Resorts and Core Season Visit for your Pass, you will be eligible for a refund under this policy if Perisher, Mt Hotham and Falls Creek in Australia are simultaneously closed for seven (7) or more consecutive days during the Australian Core Season due to a Resort Closure Event.
- f. **All Resorts & Core Season Visit.** If you elected All Resorts and Core Season Visit for your Pass, you will be eligible for a refund under this policy if (and depending on the "Refund Window" in which you submit a refund request, see C.3 below):
  - Perisher, Mt Hotham and Falls Creek are simultaneously closed for seven (7) or more consecutive days during the Australian Core Season due to a Resort Closure Event, or
  - Vail, Whistler Blackcomb, Breckenridge, Beaver Creek, Crested Butte, Keystone, Park City, Heavenly, Northstar, and Kirkwood are simultaneously closed for seven (7) or more consecutive days during the Northern Hemisphere Core Season due to a Resort Closure Event.

### 3. Time Limitations on Refund Requests for Resort Closure Events

When a resort closure occurs that may trigger your eligibility for a refund under this policy, Vail Resorts will post a notice of the qualifying resort closures at [epicaustraliapass.com.au](https://epicaustraliapass.com.au).

If you selected "Specific Week" you must follow the directions on [epicaustraliapass.com.au](https://epicaustraliapass.com.au) and make a refund request within thirty (30) days of the end of the Specific Week during which you were unable to use your Pass. If you do not submit a refund request under this policy during that 30-day period, your selection of "Specific Week" will be automatically changed to "Core Season Visit".

If you receive a full or partial refund under this policy based on a Resort Closure Event, your Pass will be deactivated, and you will no longer be able to use your Pass to access any Resorts for the remainder of the 2023 Australian and 2023-2024 Northern Hemisphere seasons. If you end the applicable Core Season with "Core Season Visit" selected as your preference, you must make your refund request by a certain time:

- Where you choose All Australian Resorts as your preference, you must submit your refund request between 1 October 2023 and 31 October 2024.
- Where you choose All Resorts as your preference, you have the option to submit your refund request between 1 October 2023, and 31 October 2023 (the "**October Refund Window**"), or between 1 May 2024, and 31 May 2024 (the "**May Refund Window**"). If you submit your refund request during the October Refund Window, your refund will be based on a total core season length of 72 days (being the number of available days in the Australian Core Season), and your Pass will be deactivated for the remainder of the 2023 Australian season and the 2023-2024 Northern Hemisphere season. If you submit your refund request during the May Refund Window, your refund will be based on a total core season length of 194 days (being the total number of available days in the Australian Core Season and Northern Hemisphere Core Season). If there are no qualifying Resort Closure Events during the Australian Core Season, no refund requests can be made during the October Refund Window.

### 4. Amount of Refund Based on Resort Closure Events

If you are eligible for a refund under this policy because of a Resort Closure Event, the amount of your refund will vary based on the elections you made for your Pass. If you are eligible for a refund of your Pass purchase under this policy because of a Resort Closure Event, and you purchased the Perisher Skitube add-on, the amount of the Perisher Skitube add-on refund will be 100% of the Skitube Purchase before first use, and 0% of the Skitube Purchase Price after first use.



- a. **Specific Week.** If you elected a Specific Week, your refund with respect to a qualifying Resort Closure Event under this policy will be a percentage of your Purchase Price. The percentage refund you receive under this policy will be based on the number of days that you had used your Pass as of the date when your refund request is processed, as follows:

NUMBER OF DAYS PASS WAS USED	REFUND PERCENTAGE
0 Days	100% of Purchase Price
1 Day	86% of Purchase Price
2 Days	71% of Purchase Price
3 Days	57% of Purchase Price
4 Days	43% of Purchase Price
5 Days	28% of Purchase Price
6 Days	14% of Purchase Price
7 or More Days	0% of Purchase Price

Please note that any days skied or ridden at Vail Resorts' owned and operated Resorts, as well as any days skied or ridden at our Partner Resorts, will count towards your number of days, regardless of the time period of the season in which you skied or rode.

- **Worked Example (Specific Week - Primary Resort):** If you select 18 – 24 July 2023 as your Specific Week of coverage and choose Perisher as your Primary Resort, if Perisher is closed for a period of at least 3 days in this specific week due to a Resort Closure Event, you will receive a 100% refund of your Pass purchase price if you have skied or ridden 0 days on your Pass at any Vail Resorts' Resorts or Partner Resorts prior to your refund request. If you have skied or ridden 3 days on your Pass at any Vail Resorts' Resorts or Partner Resorts prior to your refund request, you will receive a 57% refund of your Pass purchase price.
  - **Worked Example (Specific Week - All Resorts):** If you select 2 – 8 January 2024 as your Specific Week of coverage and choose All Resorts, if Vail, Whistler Blackcomb, Breckenridge, Beaver Creek, Crested Butte, Keystone, Park City, Heavenly, Northstar, and Kirkwood are all closed for a period of at least 3 days in this specific week due to a Resort Closure Event, you will receive a 100% refund of your Pass purchase price if you have skied or ridden 0 days on your Pass at any Vail Resorts' Resorts or Partner Resorts prior to your refund request. If you have skied or ridden 3 days on your Pass at any Vail Resorts' Resorts or Partner Resorts prior to your refund request, you will receive a 57% refund of your Pass purchase price.
- b. **Core Season Visit.** If you elected Core Season Visit, and there is a Resort Closure Event of 7 or more consecutive days during the applicable Core Season date range, your refund with respect to a Resort Closure Event under this policy will be a percentage of your Purchase Price, taking into account the total portion of the available days in the Australian Core Season and / or Northern Hemisphere Core Season as applicable (depending on your coverage preferences) that are lost due to a Resort Closure Event. The percentage refund you receive will be determined by dividing the number of days that any Resort Closure Event(s) transpired by the number of available days in the applicable Core Season. The number of **available days** in the applicable Core Season are as follows:
- Australian Core Season: 72 available days
  - Northern Hemisphere Core Season: 122 available days
  - Australian Core Season and Northern Hemisphere Core Season: 194 available days
- **Worked Example (Core Season Visit - Primary Resort):** If you select Core Season Visit and choose Perisher as your Primary Resort, if Perisher is closed for 36 days of the Australian Core Season due to a qualifying Resort Closure Event, by submitting a refund request, you would receive a refund of 50% of your Pass purchase price (i.e. 36 days lost divided by 72 available days of the Australian Core Season).

- **Worked Example (Core Season Visit - All Resorts):** If you select Core Season Visit and choose All Resorts, if: Perisher, Mt Hotham and Falls Creek are closed for 36 days of the Australian Core Season due to a Resort Closure Event; and Vail, Whistler Blackcomb, Breckenridge, Beaver Creek, Crested Butte, Keystone, Park City, Heavenly, Northstar, and Kirkwood are all simultaneously closed for 61 days during the Northern Hemisphere Core Season due to a Resort Closure Event, by submitting a refund request, you would receive a refund of 50% of your Pass purchase price (i.e. a total of 97 days lost divided by 194 available days in the Australian Core Season and Northern Hemisphere Core Season) if you submitted your refund request during the May Refund Window. If you chose to submit your refund request during the October Refund Window because you wanted to receive your refund earlier, you would receive a refund of 19% of your Pass purchase price (i.e., 36 days lost divided by 194 available days in the Australian Core Season and Northern Hemisphere Core Season). Please note that if you make a request in October Refund Window and accept a refund, the Pass for which you received the refund will be deactivated and you will no longer be able to use your Pass to access any Resorts for the remainder of the 2023 Australian and 2023-2023 Northern Hemisphere seasons.
- **Worked Example (Core Season Visit - All Resorts):** If you select Core Season Visit and choose All Resorts, if Perisher is open for the entire Australian Core Season but Vail, Whistler Blackcomb, Breckenridge, Beaver Creek, Crested Butte, Keystone, Park City, Heavenly, Northstar, and Kirkwood are all simultaneously closed for 61 days during the Northern Hemisphere Core Season due to a Resort Closure Event then, by submitting a refund request, you would receive a refund of 31% of your Pass purchase price (61 days lost divided by 194 available days in the Australian Core Season and Northern Hemisphere Core Season) if you submitted your refund request during the May Refund Window. You would not be able to submit a refund request during the October Refund Window because there were no qualifying Resort Closure Events during the Australian Core Season.

## 5. No Access After Refund for Resort Closure Event

If you receive a full or partial refund under this policy based on a Resort Closure Event, your Pass for which you received the refund will be deactivated and you will no longer be able to use your Pass to access any Resorts for the remainder of the 2023 Australian and 2023-2024 Northern Hemisphere seasons. **IF YOU HAVE PRIMARY RESORT / CORE SEASON COVERAGE AND YOUR PRIMARY RESORT HAS A RESORT CLOSURE EVENT, YOU MAY ELECT TO EITHER: (1) SKI OR RIDE EXCLUSIVELY AT YOUR PRIMARY RESORT FOR THE REMAINDER OF THE SEASON (IF IT REOPENS), AND MAKE A CLAIM FOR A REFUND AT THE CONCLUSION OF THE CORE SEASON; OR (2) ELECT TO SKI OR RIDE AT ANOTHER RESORT(S) ACCESSIBLE TO YOU ON YOUR PASS. IN THE EVENT YOU ELECT OPTION 2, ABOVE, YOU WILL FORFEIT YOUR PRIMARY RESORT/CORE SEASON REFUND.**

## Section D: How to Make a Refund Request Under this Policy

### 1. Submitting a Refund Request

You must submit a refund request under this policy via the provided claim forms available at [epicaustraliapass.com.au/epic-coverage](https://epicaustraliapass.com.au/epic-coverage).

### 2. Information to Include in Your Refund Request

Your refund request under this policy should include your name. In the event you are requesting a refund based on a Personal Refund Event, you must also provide a description of the Personal Event and reasonable documentation to verify the occurrence of the Personal Refund Event, including any medical evidence required for the Personal Refund Event that is the basis for your request (e.g. an injury).

### 3. Processing of Refund Requests

The refund request will be reviewed and validated and the refund calculation under this policy will be determined by the Epic Australia Pass team. Subject to eligibility, a refund will be processed, and confirmation of the refund payment sent to you by email. We will act reasonably to respond to your refund request in a timely manner but do not guarantee that your refund request will be processed within a specified time.

## Section E: Reservation System

### 1. Reservation System

“**Reservation System**” means an online system in which Pass Holders are required to reserve dates to ski or ride at Resorts, and which is in effect for the entire Australian Core Season and for all Australian Resorts (Perisher, Mt Hotham and Falls Creek). In the event that Vail Resorts implements a Reservation System, the additional terms and conditions in this Section E will apply as of the date Vail Resorts publicly announces the Reservation System (the “**Reservation System Effective Date**”). You will not be eligible for a refund due to the Reservation System or any other reservation requirements for the Resorts, except as set forth in this Section E.

### 2. Reservation System Refund Process

If Vail Resorts implements a Reservation System on or before June 11, 2023, and you purchased your Pass before the Reservation System Effective Date, you will have two (2) weeks from the Reservation System Effective Date to request a refund. Vail Resorts will provide a form and instructions for submitting such a refund request on [epicaustraliapass.com.au](http://epicaustraliapass.com.au). You must submit your refund request through the method provided. Once your refund is issued, your Epic Australia Pass will be deactivated and you will no longer have access to any Resorts, facilities, amenities or benefits. If you do not submit a refund request in the designated manner within two (2) weeks of the Reservation System Effective Date, you will not be entitled to a refund.

## Section F: Additional Terms

### 1. Release

Except to the extent that the law provides that liability cannot be excluded (including as set out under the Australian Consumer Law) and except as otherwise required by law, you are hereby voluntarily and knowingly agreeing, to the maximum extent permitted by applicable law, to waive, release, and forfeit any and all claims and actions you have or may have against Vail Resorts, or any of its resorts, subsidiaries, affiliates, or partner resort operators, subsidiaries, or affiliates and any of our or their respective officers, directors, employees, contractors, representatives or agents (collectively, the “**Vail Resorts Parties**”) and any associated losses, damages and expenses (including attorneys’ fees), that relate to, arise out of, or may arise out your inability to use or any reduction in your ability to use your Pass.

### 2. LIMITATION OF LIABILITY

EXCEPT TO THE EXTENT THAT THE LAW PROVIDES THAT LIABILITY CANNOT BE EXCLUDED (INCLUDING AS SET OUT UNDER THE AUSTRALIAN CONSUMER LAW) AND EXCEPT AS OTHERWISE REQUIRED BY LAW, YOU UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL ANY OF THE VAIL RESORTS PARTIES BE LIABLE UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STATUTORY, OR OTHERWISE) FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PERSONAL INJURY/WRONGFUL DEATH, PUNITIVE, OR EXEMPLARY DAMAGES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING BUT NOT LIMITED TO AS A RESULT OF: (A) YOUR USE OF OR INABILITY TO USE YOUR PASS OR (B) THE EPIC COVERAGE - AUSTRALIA REFUND POLICY; EXCEPT TO THE EXTENT CAUSED BY THE WRONGFUL OR NEGLIGENT ACT OR OMISSION OF VAIL RESORTS.

### 3. Liability Exclusions and Limitations.

Some jurisdictions do not allow the limitation or exclusion of liability, including for incidental or consequential loss or damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that we may not, as a matter of applicable law, limit or exclude our liabilities, the extent of liability of the Vail Resorts Parties will be the minimum permitted under such applicable law.

#### **4. Disputes**

These EPIC Coverage Terms and the relationship between us will be governed by the laws of the New South Wales, Australia in the same manner as such laws are applied to agreements made, entered into, and performed entirely in New South Wales, Australia. All lawsuits arising out of or relating to these Terms or the EPIC Coverage – Australia refund policy must be brought in the Federal or State courts located in New South Wales, Australia. We and you hereby irrevocably submit to the exclusive personal jurisdiction of such courts for such purpose and waive any objection to such courts on any basis, including without limitation improper venue or inconvenience of the forum.

#### **5. Severability**

If any provision of these EPIC Coverage Terms is found by a court of competent jurisdiction to be invalid, you nevertheless agree that the court should endeavour to give effect to our intentions as reflected in the provision, and that the other provisions of these EPIC Coverage Terms remain in full force and effect.

#### **6. Non-Transferrable**

Unless otherwise noted, the EPIC Coverage - Australia refund policy is personal to you and cannot be transferred.

#### **7. Electronic Communications Notice**

When you use our website or send emails to us, you are communicating with us electronically. You consent to receiving communications from us electronically. We may communicate with you by email or posting notices on the applicable website. You agree that all agreements and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. In order to access any such communications, you must have a computer or other Internet-enabled device. In order to retain copies of any such communications, you must have a printer or data storage device. If you have a printer, you may print paper copies of any such communications for your own use. If you wish to withdraw your consent for us to communicate with you electronically, you may not use our website.

#### **8. Modifications**

We may periodically update or change any of the terms and conditions contained in these EPIC Coverage Terms at any time and in our discretion (acting reasonably), by posting an updated version on this website. However, the EPIC Coverage Terms in effect on the date of your Pass purchase constitute the agreement between us regarding EPIC Coverage – Australia refund policy for the 2023 Australian and 2023-2024 Northern Hemisphere seasons.

#### **9. Acceptance**

By purchasing a Pass you agree to these EPIC Coverage Terms.

#### **10. Questions**

If you have any questions regarding the EPIC Coverage - Australia refund policy or other inquiries, please contact us at [info@epicaustraliapass.com.au](mailto:info@epicaustraliapass.com.au).

# YOUR ALPINE RESPONSIBILITY CODE

There are inherent risks in all snow recreational activities. Common sense, staying in control and personal awareness can reduce these risks. Risks include rapid changes in weather, visibility and surface conditions, as well as natural and artificial hazards such as rocks, trees, stumps, vehicles, lift towers, snow fences and snowmaking equipment. Observe the code and ski and ride with courtesy to others.

1. Stay in control and avoid other people and hazards.
2. Use appropriate protective equipment, especially helmets, to minimise the risk of injury.
3. You must have the ability to use each lift safely. If in doubt ask the lift attendant.
4. Obey all signs and warnings, and keep off closed trails and areas.
5. It is your responsibility to avoid and give way to people below and beside you.
6. Do not stop where you are not visible from above or where you obstruct a trail.
7. Before starting downhill, or merging into a trail, look uphill and give way to others.
8. Use care to prevent runaway snowboards.
9. If you are involved in or see an accident, alert and identify yourself to Resort Staff.
10. Be aware that it is dangerous to ski, board or ride lifts if your ability is impaired by drugs or alcohol.

**KNOW THE CODE.  
IT'S YOUR RESPONSIBILITY.**

**Failure to observe the code may result in cancellation  
of your ticket or pass by Resort Staff.**

