



# 2024 Victorian Interschools Snowsport Championships Terms & Conditions

07/03/2024

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## **1. ALPINE SKIING AND SNOWBOARD COMPETITORS**

### **1.1 Event Entry Closure Date**

All event entries, competitor and team manager lift pass orders will close on the 5<sup>th</sup> of August 2024.

The Invoice produced by the online event entry system requires payment and an Electronic Funds Transfer confirmation email sent to [ar.accountant@skibuller.com.au](mailto:ar.accountant@skibuller.com.au) by the 9<sup>th</sup> of August 2024. No bibs or lift passes can be collected until payment has been received.

### **1.2 Competitor's Lift Passes/Btags**

Competitor's Lift Passes/Btags are priced at a discounted rate.

This product is only available for sale on the Interschools online entry system and includes a Btag.

### **1.3 Team Manager's Lift Passes/Btags**

Each team entered into an event is entitled to purchase one Team Manager Lift Pass including Btag priced at a discounted rate as published on the Victorian Interschools website.

### **1.4 Interschools Volunteer Lift Passes/Btags**

Volunteer lift passes (including Btags) for all event days will be available at no cost from the event office from 3pm, subject to each volunteer signing and presenting the attached liability Exclusion Waiver to Sue agreement.

### **1.5 Lift Passes/Btags Distribution**

Lift Passes/Btags will be distributed to Metropolitan Schools during bib collection on Tuesday the 13<sup>th</sup> of August 2024.

Schools that did not pick up bibs and tickets in Melbourne can collect their Btags and bibs at the Mt Buller event office from Sunday the 18<sup>th</sup> of August between 3pm and 6pm daily.

## **2. CROSS COUNTRY COMPETITORS**

### **2.1 Event Entry Closure Date**

All event entries, competitor and team manager lift pass orders will close on the 22<sup>nd</sup> of July 2024.

The Invoice produced by the online event entry system requires payment and an Electronic Funds Transfer confirmation email sent to [ar.accountant@skibuller.com.au](mailto:ar.accountant@skibuller.com.au) by the 26<sup>th</sup> of July 2024. No bibs or Btags can be collected until payment has been received.

### **2.2 Competitor's Lift Passes/Btags**

XC Competitor lift passes including Btags are priced at a discounted rate as published on the Victorian Interschools website.

These Lift Passes can be pre-purchased via the Interschools online entry system.

These Lift Passes include the use of Bourke St Express, ABOM Express and the North Side Express chairlift. Note: ABOM Express and Bourke St Express passes will require competitors and Team Managers to have skis on.

## **2.3 Team Manager's Lift Passes/Btags**

Each team entered into an event is entitled to purchase one Team Manager lift pass

- (a) \$112 per day (if Team Manager is on Alpine Skis); or
- (b) \$41 per day unlimited lift use (if Team Manager is on XC Skis). Sightseer Btags and passes for Northside Express only may be purchased on Sunday the 4<sup>th</sup> of August for \$46.

## **2.4 Interschools Volunteer Lift Passes/Btags**

Volunteer lift passes for the 4<sup>th</sup> of August will be available from the event office from 3pm on the 3<sup>rd</sup> of August, subject to each volunteer signing and presenting the attached liability exclusion/waiver to sue agreement.

## **2.5 Lift Passes/Btags Distribution**

Btags and bibs for the Victorian Interschools Cross Country Championships can be collected from the Mt Buller event office at Alpine Central on Saturday the 3<sup>rd</sup> of August between 3pm and 6pm.

## **3. BTAG**

### **3.1 How to Carry Your Btag**

Keep Your Btag in Your Pocket.

Only carry ONE Btag with you through the gates to avoid misread and possible unanticipated charges.

You must carry your Btag in a separate pocket from your mobile phone or other electronic devices to ensure that there is no interference to the radio frequency that activates the gate opening.

## **4. CANCELLATION AND REFUNDS**

### **4.1 Cancellations**

There are no refunds available on bookings cancelled less than 7 days prior to date of event - no exceptions. Refunds will only be considered if you provide a valid medical certificate at the conclusion of the trip. All refund requests are to be emailed with medical certificate to [ar.accountant@skibuller.com.au](mailto:ar.accountant@skibuller.com.au) and [info@vicinterschools.com.au](mailto:info@vicinterschools.com.au)

### **4.2 Replacements and Refunds**

No replacements or refunds will be made for lost Btags. Btags are not transferable and cannot be resold. If you require additional Btags or lift passes products on the day they must be paid in full on the day.

### **4.3 Illness and injury refund process**

In the event of an injury or illness that prevents a participant taking part in the Victorian Interschools a medical certificate along with an event entry fee refund request must be emailed to [info@vicinterschools.com.au](mailto:info@vicinterschools.com.au) and [ar.accountant@skibuller.com.au](mailto:ar.accountant@skibuller.com.au). If the refund request includes any unused lift passes that could not be used due to injury or illness, the lift passes must be submitted to the Event Office during the event days so that they can be verified as unused. The event entry and Lift pass refund will be processed following the completion of the event week. Injury

refund requests must be submitted no later than 2 days following the completion of the Victorian Interschools events. No refund requests will be accepted after this date.

## 5. IMPORTANT - PLEASE READ CAREFULLY

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

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Buller Ski Lifts Pty Ltd (ABN 25 153 985 829) (**the Supplier**) offers you use of recreational services (**Recreational Services**) at the Mount Buller Alpine Resort (**the Resort**) on the terms and conditions (the Conditions) set out in this notice. The Recreational Services are all services provided by the Supplier associated with the use of the snow slopes and the mountain for recreational activities including but not limited to skiing, snowboarding, tobogganing, mountain biking and sightseeing. The Recreational Services include, but are not limited to, the provision and operation of ski lifts, snowmaking, snow slope design, construction, maintenance and grooming, hazard assessment and mitigation, construction and maintenance of mountain bike trails, skiing and snowboarding lessons, and the operation of the ski patrol.

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

#### 5.1 Purchase of Btag and daily passes

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

#### 5.2 Exclusion of Liability

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

### 5.3 Risk warning and waiver to sue

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

### 5.4 Warning:

If you participate in these activities your rights to sue the Supplier 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 5.2 and 5.3 of this notice. **NOTE:** The change to your rights, as set out in or on this notice, does not apply if your death or injury is due to gross negligence on the Supplier's part. 'Gross negligence', in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the *Australian Consumer Law & Fair Trading Regulations 2012* and section 22(3)(b) of the *Australian Consumer Law & Fair Trading Act 2012*.

### 5.5 Alpine Responsibility Code

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

### 5.6 Btag

You must carry your Btag in or on your ski jacket at all times on the snow slopes which must be presented to the Supplier's agent upon request.

### 5.7 Non-Transferable

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

## 5.8 Conditions

These Conditions may be varied from time to time. The variations will be displayed on signs at the Resort and posted on the Supplier's Website.

## 5.9 Jurisdiction

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.

## 5.10 Purchases on behalf of another person and indemnity

If you purchase a Btag or passes product or Recreational Service from the Supplier on behalf of another person, you make that purchase as the agent of that other person who is also bound by these Conditions and by using or making use of the Recreational Services such person acknowledges and agrees to the Conditions as if that person had read this notice and then made the purchase. You warrant that you have that person's authority to so bind them unless you purchase a Btag or passes product or Recreational Service from the Supplier on behalf a child (under 18 years) in which case you agree to fully indemnify the Supplier for all loss and damage it may suffer due to any legal proceedings being brought by or on behalf of that child against the Supplier, its employees, directors and agents, for any personal injury or death suffered by that child caused by or arising from his/her use of Recreational Services or participation in recreational activities.

**PRIVACY STATEMENT** – See website [www.mtbuller.com.au](http://www.mtbuller.com.au) for privacy statement

## 6. 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 besides you.
6. Do not stop where you are not visible from above and 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 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. BE AWARE, SKI AND RIDE WITH CARE



## 7. CERTIFICATE OF CURRENCY



**Arthur J. Gallagher & Co (Aus) Limited**  
ABN 34 005 543 920 AFSL 238312

Level 12, 80 Pacific Highway, North Sydney NSW 2060  
Ph: (02) 9242 2000 [ajg.com.au](http://ajg.com.au)

### CONFIRMATION OF COVER

We acknowledge your request seeking confirmation of insurance coverage detailed below. We are in a position to confirm that we have instructed the Insurer(s) shown below to arrange the following cover.

<b>CLASS OF INSURANCE:</b>	Public and Products Liability
<b>INSURED:</b>	<b>Buller Ski Lift Holdings Pty Limited</b> , and/or its/their subsidiary and/or related corporation as defined under the Australian Corporation Law) now existing or hereafter constituted or acquired all for their respective interests, rights and liabilities
<b>INSURER:</b>	XL Insurance Company SE
<b>POLICY NUMBER:</b>	AU00007088LI21A
<b>PERIOD OF INSURANCE:</b>	From: 31 <sup>st</sup> October 2023 To: 31 <sup>st</sup> October 2024 Both days at 4:00pm local standard time
<b>TERRITORIAL LIMITS:</b>	Worldwide (excluding USA and Canada) as defined in the Policy
<b>INTEREST INSURED:</b>	Insured's Legal Liability to pay compensation in respect of Personal Injury or Property Damage caused by an Occurrence during the Period of Insurance in connection with the Insured's business and/or products
<b>LIMIT OF LIABILITY:</b>	\$20,000,000 any one Occurrence or series of Occurrences arising out of the one event, and in the annual aggregate during the Period of Insurance in respect of Products Liability

### **\*\*IMPORTANT NOTICE\*\***

This confirmation is issued as a matter of information only and does not confer any rights upon the confirmation holder. This confirmation does not amend, extend or alter the coverage afforded by the policy/policies detailed herein.

Issued on 3 November 2023  
By ARTHUR J. GALLAGHER  
A Division of Arthur J. Gallagher & Co (Aus) Limited

**Roger Gibson**  
Client Manager