

EPIC AUSTRALIA PASS "MAGIC MOMENTS" ROAD TRIP COMPETITION

TERMS AND CONDITIONS

Issued on 24 September 2024

To celebrate the launch of the 2025 Epic Australia Pass, we'd like you to share your favourite moment captured on video around Perisher, Falls Creek or Hotham in the "Magic Moments" competition.

By entering the "Magic Moments" competition, you agree to the following terms and conditions ("**Terms and Conditions**"):

1. The "Magic Moments" competition is promoted by Perisher Blue Pty Limited, ABN 82 061 232 488, as trustee for the Snow Trust, ABN 29 420 214 757 (the "**Promoter**").
2. Information provided by the Promoter about how to enter the "Magic Moments" competition forms part of these Terms and Conditions.
3. **When can you enter the "Magic Moments" competition?**

The "Magic Moments" competition opens on **Tuesday, 24 September 2024** at noon (Australian Eastern Standard Time) and closes at midnight at the end of **Wednesday, 16 October 2024** (Australian Eastern Daylight Time).

4. **Are you eligible to enter?**

- 4.1. Entry is only open to residents of Australia with an Australian residential or postal address, aged 18 years or over, at the time of entry, excluding directors, officers, management, employees and their immediate families of the Promoter and its affiliates, related bodies corporate and partners ("**Eligible Entrants**").
- 4.2. To enter, Eligible Entrants must before midnight at the end on **Wednesday, 16 October 2024** (Australian Eastern Daylight Time):
 - a) purchase a 2025 Epic Australia Pass or a 2025 Epic Australia Adaptive Pass, and
 - b) submit a video captured in or around Perisher, Falls Creek or Hotham (max 15 seconds), along with a written description of why this magic moment is unforgettable to them (max 500 characters), at <https://www.epicaustraliapass.com.au/epic-australia-pass-road-trip-competition>, and
 - c) share their video entry to their personal Instagram or Facebook account and include the competition hashtag "#epicaustraliapassroadtrip" to their post.

5. **What else do you need to know about entry?**

- 5.1. Each Eligible Entrant warrants that their entry, including video footage:
 - a) is the Eligible Entrant's own creation, and
 - b) is not subject to copyright or other intellectual property rights, and will not infringe third party rights, including copyright, trademarks, trade secrets, confidentiality or privacy, and
 - c) has not been submitted or used for any other competition, promotion or commercial purposes, and
 - d) is free from viruses, and will not otherwise cause loss, injury or harm to any person.
- 5.2. Eligible Entrants can enter up to 3 (three) entries each.
- 5.3. The time of entry is the time the entry is received by the Promoter at <https://www.epicaustraliapass.com.au/epic-australia-pass-road-trip-competition>.
- 5.4. All valid entries will be entered into the "Magic Moments" competition.

5.5. The Promoter is not responsible for late or lost entries, including if the competition portal is unable to accept an entry.

5.6. The Promoter reserves the rights:

- a) to verify the eligibility of any entrant and/or entry, including an entrant's name, Australian residency and age, and/or
- b) to disqualify an entry if the entrant who submitted that entry does not satisfy these Terms and Conditions, or interferes with the "Magic Moments" competition, including the entry process.

6. **How will entries be judged?**

6.1. The Promoter will judge the entries between Tuesday, 22 October 2024 at 8am (Australian Eastern Daylight Time) and Tuesday, 29 October 2024 at 5pm (Australian Eastern Daylight Time) at their offices.

6.2. Entries will be judged on the basis of being engaging and awe-inspiring, unforgettable and showing personal and emotional connection to the Australian mountains. Chance plays no part in determining the winning entry.

6.3. The Promoter's decision as to the twenty (20) winning entries is final and no correspondence will be entered into.

7. **When will the winning entries be announced?**

7.1. The Promoter will notify the winning Eligible Entrants by email or SMS on **Wednesday, 30 October 2024** or as soon as possible after that date.

7.2. The Promoter will announce the winning entries on Wednesday, 30 October 2024 or as soon as possible after that date on <https://www.epicaustraliapass.com.au/epic-australia-pass-road-trip-competition> and on Perisher, Falls Creek and Hotham social media accounts including Facebook and Instagram.

8. **What are the prizes?**

8.1. The best entry as chosen by the Promoter will receive a "Magic Moments" Road Trip snow holiday for 11-nights for 4 people commencing Sunday, 7 September 2025, consisting of:

- a) 3 nights' accommodation in a 2 bedroom apartment at Sambuca 7, Hotham, Victoria (valued at \$2,391.00).
- b) 3 nights' accommodation in a 2 bedroom apartment at St Falls Resort, Falls Creek, Victoria (valued at \$5,400.00).
- c) 5 nights' accommodation in a 2 bedroom apartment at Perisher Valley Hotel, Perisher, New South Wales (valued at \$4,665.00).
- d) Return Skitube travel from Bullocks Flat to Perisher, New South Wales, for 4 people (valued at \$668.00).
- e) 3 days Resort Entry permit for Hotham, Victoria (valued at \$192.00).
- f) 3 days Resort Entry permit for Falls Creek, Victoria (valued at \$192.00).
- g) 8 days complimentary group lessons for 4 people at Hotham, Victoria (2 days), Falls Creek, Victoria (2 days) and Perisher, New South Wales (4 days) (valued at \$2,860.00).
- h) 8 days complimentary demo ski/board hire for 4 people at Hotham, Victoria (2 days), Falls Creek, Victoria (2 days) and Perisher, New South Wales (4 days) (valued at \$3,984.00).
- i) 13 days Subaru car hire commencing Sunday, 7 September 2025 (valued at \$2,946.00).
- j) Alpine Nature Experience snowshoe to fondue tour at Hotham, Victoria for 4 people (valued at \$476.00).

8.2. The top five (5) entries as chosen by the Promoter will receive the following prizes:

- a) \$1,000 of mountain money loaded to their Mountain Access Card, valid to be spent at any Perisher, Falls Creek or Hotham retail or food and beverage outlet owned by Vail Resorts (valued at \$1,000.00 each).
- b) A full day private lesson for up to six (6) people valid at either Perisher, Falls Creek or Hotham for the 2025 season (valued at \$1,198.00 each).
- c) One (1) day premium ski or snowboard demo rental valid at either Perisher, Falls Creek or Hotham for the 2025 season (valued at \$130.00 each).
- d) \$500 of merino clothing from Icebreaker.

8.3. The top twenty (20) entries as chosen by the Promoter will receive the following prizes:

- a) \$500 of mountain money loaded to their Mountain Access Card, valid to be spent at any Perisher, Falls Creek or Hotham retail or food and beverage outlet owned by Vail Resorts (valued at \$500 each).
- b) Epic Australia Pass Neck Buff (valued at \$25.00 each).
- c) Epic Australia Pass Cap (valued at \$25.00 each).

8.4. The total prize pool is valued at \$48,914.00.

9. **What else do you need to know about the prizes?**

- 9.1. If a winner has not claimed their prize(s) by Wednesday, 6 November 2024 at 5pm (Australia Eastern Daylight Time), then that winner will forfeit their prize and the Promoter will award the prize to the valid entry submitted in accordance with these Terms and Conditions that was judged by the Promoter to be the next best entry based on the same judging criteria. The Promoter will notify the winner(s) of the previously unclaimed prizes by email or SMS within five (5) business days or as soon as possible after that time.
- 9.2. No compensation is payable if a winner is unable to use their prize.
- 9.3. Prizes cannot be transferred or exchanged for cash, credit or other goods or services.
- 9.4. It is a condition of accepting a prize that the winner accepts the conditions of use of that prize, including any terms and conditions imposed by the Promoter, its affiliates, related bodies corporate and partners, and third parties (including in relation to the Subaru car hire (which may require any designated drivers to hold an unrestricted, valid Australian driver's licence) and the Alpine Nature Experience snowshoe to fondue tour).
- 9.5. The Promoter accepts no responsibility for any variation in the value of the prizes.
- 9.6. The prizes do not include lift tickets, travel insurance, flights, food or beverages, or any other costs, except as otherwise stated.
- 9.7. If a prize or a part of a prize is not reasonably available, the Promoter, in its sole discretion, reserves the right to substitute the prize or part of the prize with a prize of equal value, subject to any legal requirements.

10. **Indemnification, limitation of liability and variation of terms**

- 10.1. Each Eligible Entrant indemnifies the Promoter, together with its affiliates, related bodies corporate and partners, and their directors, officers, employees and agents, against any third party claims for a failure by the Eligible Entrant to comply with these Terms and Conditions.
- 10.2. The Promoter will not be liable for any act, omission, event or circumstance that prevents the Promoter from complying with these Terms and Conditions, which is outside the Promoter's reasonable control.
- 10.3. The Promoter reserves the right to cancel or delay the "Magic Moments" competition, subject to any applicable laws.
- 10.4. If there is a dispute about the conduct of the "Magic Moments" competition, the Promoter will seek to resolve the dispute with the entrant.

10.5. The Promoter, together with its affiliates, related bodies corporate and partners, and their directors, officers, employees and agents are not liable for any losses, liabilities, injuries, costs, charges or expenses arising out of or in connection with the "Magic Moments" competition, including as a result of any breach of these Terms and Conditions, in contract or tort (including negligence), under common law, and/or any equitable or statutory remedy, except to the extent that liability cannot be excluded by law.

10.6. Nothing in these Terms and Conditions excludes, restricts or modifies your rights and remedies under the Australian Consumer Laws.

11. General

11.1. The "Magic Moments" competition is not endorsed by or affiliated with Instagram or Facebook.

11.2. All monetary amounts referred to in these Terms and Conditions are stated in Australian dollars.

11.3. These Terms and Conditions are subject to the laws of New South Wales, and all entrants submit to the non-exclusive jurisdiction of the Courts of New South Wales.

12. Promotion of your entry and privacy

12.1. By submitting your entry, you give permission to the Promoter to publish, repost and use your entry, including any part of your entry.

12.2. The Promoter collects personal information from you when you enter the "Magic Moments" Competition to determine your eligibility to enter the competition, to conduct the "Magic Moment" Competition and to notify you and others in the event that you submit a winning entry. The Promoter may disclose your personal information to third parties, including its affiliates, related bodies corporate, agents, contractors and service providers in order to conduct the "Magic Moments" Competition. If you do not provide your personal information, you may not be eligible to enter the "Magic Moments" Competition or be able to claim a prize. You can gain access to your personal information held by the Promoter. The Promoter's Privacy Policy sets out its 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, send an e-mail to privacy@perisher.com.au, or visit the [Epic Australia Pass website](#).