

## **Blue Dirt Mountain Biking**

**ABN: 86106524029**

### **Terms, Conditions, Indemnity & Release - Agreement**

By agreeing to this document I understand that Blue Dirt are not responsible for any injuries or damages incurred during the provision of this mountain biking trip/service. As the individual responsible for making this booking on behalf of multiple people, I accept responsibility/have permission to accept these terms and conditions on behalf of all persons I am booking for.

- I understand that I am responsible for my own action and equipment at all times.
- I understand that I cannot hold Blue Dirt Mountain Biking liable for any injury or damage to equipment under any circumstances.
- Each rider is solely responsible for their own safety and for any injuries that may occur on the trails or when not in Blue Dirt shuttle vehicles.
- Each rider is responsible to self-assess trails to match their skill level and to wear any compulsory protective clothing/items required by the landholders or the governing body.
- I accept that Blue Dirt is not responsible for any damages that may occur to my bike during transportation on the shuttles.
- I understand that if any specific tours have terms and conditions listed on the Blue Dirt website ([www.bluedirt.com.au](http://www.bluedirt.com.au)) and I am booking for that trip; then I agree to them by approving this document.
- If there are any flights or transfers included in the travel for this tour/shuttles/trip then I understand that it is my responsibility to ensure that my luggage fits within the airlines weight and size limitations. Any additional fees for oversize will be at the passenger's expense.

#### **Cancellations by you:**

In the event that you wish to cancel your shuttle booking, tour, bike lodge accommodation or any purchase the following terms apply:

##### 7 days or more notice:

- If you wish to cancel more than 7 days out from your booked date Blue Dirt will provide a refund less a \$10.00 administration fee. This fee applies per order. If you have multiple separate orders the administration fee is applicable per order. If you have multiple bookings within the one order then only one administration fee is applicable. 7 days example: your booking is for Saturday the 15th; advice from you is required prior to 10am on Saturday the 8th.

##### 3 to 7 days notice:

- If you wish to cancel 3 to 7 days out from your booked date Blue Dirt will provide a 50% refund of your cancelled booking. 3-7 days example: your booking is for Saturday the 15th; advice from you is received after 10am on Saturday the 8th and before 10am on Wednesday the 12th.

##### Less than 3 days notice:

- If you wish to cancel less than 3 days out from your booking no refund is provided. Less than 3 days example: your booking is for Saturday the 15th; advice from you is received after 10am on Wednesday the 12th.

**Moving the date of your shuttle:**

This is not possible within 7 days of the booking. Outside of 7 days of the booking is at the discretion of Blue Dirt staff and availability. Moving a date when possible incurs a \$10 admin fee.

**Transfer of your booking:**

You can transfer your booking to another person prior to the day of your booking. This includes on selling of your booking. Simply advise us who the replacement person is. This term excludes Season Pass Holders and Mega Pass Holders.

**Credits:**

Credits for bookings are available outside of 7 days prior to the booked date. Within 7 days of the booking a credit is not available.

**Poor weather:**

If we are running our service or delivering any product and you choose not to use your booking due to not liking the weather there is no refund. See below for cancellations by Blue Dirt due to weather.

**Pass Holders: Season Pass; 10-Day Pass**

- Season passes and 'Locked for Life' season passes are non-refundable under any circumstances, except for specific Season Pass Qualifying events outlined below.
- Please see additional Pass Holder conditions below in this agreement.

**Cancellations by Blue Dirt**Severe Weather or dangerous road conditions:

In the event of a severe weather event, Blue Dirt has the right to cancel or call off shuttles at any stage.

Prior to 12pm on that day:

In the event of a cancellation by Blue Dirt of a full day prior to 12 midday on that day riders will receive either credits or refunds for the full amount of their booking. Blue Dirt will use best endeavours and advice from local authorities to make this decision as early as possible, preferably prior to the day itself.

However all parties agree that unforeseen weather events can occur which may impact our operations.

Blue Dirt reserves the right to alter shuttle drop off locations to lower areas of the bike park in the event of severe weather conditions. If this occurs prior to 12 midday on the day you will be offered the choice of continuing with your booking or not continuing and receiving a full refund or credit.

After 12pm on that day:

In the event of a cancellation after 12pm on the day of your booking there will be no refund or credit.

Blue Dirt reserves the right to alter shuttle drop off locations to lower areas of the bike park in the event of severe weather conditions. If this occurs after 12 midday on the day there is no refund or credit if you choose to cease with your booking.

**Events affecting shuttle service on the day:**

In the event that Blue Dirt's shuttle service is delayed on the day for a period of time of up to 2 hours (excluding other clauses in this agreement), and shuttles are able to safely resume then Blue Dirt will do its best to resume its services as quickly and as safely as possible and extend its service on that day by up to 2 hours to cover the disruption to our service for an equivalent time to the disruption. These events include but are not restricted to: fallen trees; other vehicles on the shuttle road; road works; unforeseen non-Blue Dirt road based events eg cycle race; car rally; etc; accidents; flat tyres; vehicle breakdown; protest; emergency vehicle access. In the event that shuttles can not reasonably resume within 2 hours Blue Dirt will provide an equivalent credit for use at any time in the next 12 months.

Where external events affect the delivery of our service via a disruption or delay to which we are pre-advised then these details will be advertised on our website as soon as they are known. If this happens and you are already holding a booking we will contact you direct, advise of the situation and if you wish to alter your booking Blue Dirt will provide a choice of full refund or credit.

**Force majeure, natural disaster, pandemic, political unrest, etc**

Day Shuttle ticket holders; Bike Lodge Accommodation bookings; Bike Hire Bookings  
If a situation arises that affects the ability to safely deliver a trip eg. natural disaster including fire, flood; 'infectious disease', 'epidemic', 'pandemic' or similar; government action; state or national emergency; political unrest, an event outside the reasonable control of Blue Dirt or similar event that potentially affects our ability to safely deliver a trip or other unforeseeable circumstances that prevent Blue Dirt from fulfilling its booking with you we reserve the right to cancel this booking and provide you a full credit to use on any Blue Dirt trip in the 12 months after this trip's scheduled departure.

**Cancellation due to Government restriction:**

If you have made a booking whilst being in a State Government restricted area anticipating restrictions easing, and said restrictions are not eased in time for your booking; a refund will not be available. You will receive a Blue Dirt credit for 12 months to the value of your spend less a \$10 admin fee per booking. If the Government has enforced new restrictions since your booking which means you cannot attend the day due to lockdowns/Government rules then you will receive a 12 month credit to the value of your ticket amount.

Ignition MTB Festival 2021 COVID-19 policy: If this event cannot be held due to Government COVID-19 restrictions, all ticket holders will have the choice of receiving either a full refund or a Blue Dirt credit to the same amount. If the event can go ahead however you can't make it due to Government restrictions, you will receive a refund less a \$10 admin fee.

### **Season Pass Holders**

A Season Pass provides access to Blue Dirt uplift shuttles at Falls Creek; Mystic Park Bright and Mt Buller (including Mirimbah) from 1 December 2021 to 1 May 2022.

The Season Pass does not give you access to Blue Dirt events held during this period. For example: Blowout.

The Season Pass does not give you access to events ran by external/other operators where a shuttle ticket is included in the event entry. You can use the Season Pass for days of those events where the party charges a separate price for the uplift shuttle in addition to the event. For example: VDHS and Vic Enduro Tour events.

Your Season Pass does not give the holder priority access at shuttle pick up locations.

***Blue Dirt Uplift Shuttles are subject to availability. An inability to book a shuttle ticket does not result in a Qualifying Event for refund.***

### **3 STRIKE RULE:**

If you do not show up for 3 shuttle days that you have booked in without giving us 24hr notice of your cancellation (ie by 10am the day before), you will incur the cost of these three shuttle days. By purchasing this season pass you accept this rule as a legal term and condition for this product.

### **Refunds to Season Pass Holders**

If a Qualifying Event occurs after you have purchased your Season Pass and prevents you from using your Pass during the period 1 December 2021 to 1 May 2022 (herein called The Season) you may be eligible for a full or prorated refund based on when that event occurred and/or how many days you are able to use your pass.

The only weather-related events that are covered under these refund terms are for natural disasters (flood, fire, earthquake, cyclone and volcanic eruption) that lead to a Bike Park closure. All other weather-related closures (such as weather, snow related road closures, wind or heat) are not eligible for Pass refunds.

If you are eligible for a refund because of a qualifying event your refund will be a percentage of your Purchase Price and will vary on how many days you have used your pass.

<b>Number of days pass was used</b>	<b>Refund Percentage</b>
0 days	100% of purchase price
1 day	87.5% of purchase price
2 days	75% of purchase price
3 days	62.5% of purchase price
4 days	50% of purchase price
5 days	37.5% of purchase price
6 days	25% of purchase price
7 days	12.5% of purchase price
8 or more days	0% of purchase price

#### Qualifying Events

A Season Pass Holder may claim a refund on their Purchase Price under any of the following Qualifying Events:

#### Stay-at Home Order

You are unable to use your Season Pass during The Season because the Local Government Authority, 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" (eg Lockdown) order lasting twenty one (21) or more cumulative days.

#### Bike Park / Alpine Resort Closure

If all the Bike Parks and Alpine Resorts where Blue Dirt Uplift Shuttles operate, being Mystic Park Bright; Falls Creek Bike Park; Mt Buller Bike Park, are simultaneously closed for twenty one (21) or more cumulative days under either Natural Disaster or Government order.

#### Shuttle Service

If Blue Dirt's Shuttle Service is unable to operate at all the Bike Parks and Alpine Resorts where Blue Dirt Uplift Shuttles operate, being Mystic Park Bright; Falls Creek Bike Park; Mt Buller Bike Park, simultaneously for twenty one (21) or more cumulative days under either Natural Disaster or Government order.

#### 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 following the process described in Section D below within thirty (30) days of when the Personal Refund Event arises. Blue Dirt will act reasonably to respond to your request in a timely manner.

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

If you receive a full or partial refund under this policy based on a Qualifying Event, your Pass for which you received the refund will be deactivated and you will no longer be able to use your Season Pass for the remainder of The Season

#### Refund Processing

We will use reasonable endeavors 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.

It is expected that refunds will be processed within 7 days of a claim.

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.

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/Bike Parks, flight cancellations, or transportation issues.

Other

Bike Park and Alpine Resort Management 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/Bike Parks 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 Bike Park and Alpine Resorts to regularly check our website and other communications to stay abreast of current measures and requirements at our Resorts.

It is a condition of use of the Season Pass that the Pass Holder follow all directions and requirements in place from time to time to maintain health and safety at our Bike Park and Alpine 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. Failure to follow such directions and requirements may result in forfeiture of the Season Pass and / or other benefits and being required to leave the resort/Bike Park.

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 Bike Parks and Alpine Resorts, including observing social distancing requirements, and that we have no liability for any failure to do so.

You acknowledge and agree that, despite measures and actions taken to maintain health and safety at our Bike Parks and Alpine 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 any and all risks relating to pandemics while at our Resorts/ Bike Parks.

The Resorts may be required to operate to specific capacity constraints due to the COVID-19 pandemic, which will require inventory controlled, reserved access for some or all of The Season.

Given that the Bike Park and Alpine Resorts may be operating to specific capacity constraints, 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 use the Shuttle Service. We reserve the right to cancel registrations by a Pass Holder and/or suspend or cancel a Season Pass if we consider, acting reasonably, that the Pass Holder has not abided by this Fair Use Policy.

- Your Season Pass Membership number will be emailed to you by Monday of every week.
- Book your ride online through the Season Pass Holder portal using your pass number in the promo code field to make your booking.
- All season pass holders must bring their photo ID to shuttle check in each day.
- 3 STRIKE RULE: If you do not show up for 3 shuttle days that you have booked in without giving us 24hr notice of your cancellation, you will incur the cost of these three shuttle days. By purchasing this season pass you accept this rule as a legal term and condition for this product.
- There are no physical membership cards. You will receive an email with your season pass code which you will need to keep and use this to make your bookings.
- Booking in advance is highly recommended to ensure you get a spot on the shuttles. We recommend booking at least 4 days in advance. Our staff, vehicles and assets are locked in days before the shuttle day itself meaning that once these are locked in, we have a limit on our capacity. We try to be as flexible as possible to get late people in however be aware that if you leave your booking late, you may miss out.
- Book via the Season Pass Holder portal on the Blue Dirt website. There will be a 'Season pass booking' heading in the 'shuttles' drop down menu on our website – this is where you must book your shuttle days. Your season pass code will not work on the general public shuttle booking page.
- When you book online simply enter your season pass number in the "Promo Code / Voucher" area of the booking portal on checkout.
- Being a season pass holder does not give you priority over any other shuttle rider on any given day. All riders wait in line and wait their turn.
- Season Passes are non-refundable.
- Season Passes are not transferable.
- If a different person is found to be using your season pass you pass is forfeited and no monies returned.
- Blue Dirt's standard ride terms and conditions apply.

Other terms & conditions:

All riders are subject to the respective Bike Park terms and conditions. Please visit each bike parks websites for relevant information.

**Other Cancellations:**

**Hire Bikes:**

Cancellations of hire bikes made 7 days or more prior to the booking date are eligible for a transfer to another date if there is availability. Hire bike bookings within 7 days of the hire date/s are non refundable.

By accepting these terms and conditions you agree that any damage caused to the hire bike during the period you hired it is your responsibility and you accept paying for the repair of the damage in full.

By accepting these terms and conditions you agree that any damage caused to the hire bike during the period you hired it is your responsibility and you accept paying for the repair of the damage in full. You agree to leave your credit card details at time of collection of bike where you agree the bike is in good condition for use. When returning the bike our team will assess the bike for any new damage and if found, you agree to have your credit card charged for repair. All repairs are done at wholesale price and this is all you are charged for.

**Pineapple Express Event:**

Riders are issued with a timing chip. If this chip is not returned at the end of the event, the rider will be charged AUD\$100.00. By agreeing to this document and purchasing a ticket, you accept and understand this condition.

**Other Events and Competitions:**

By agreeing to this document I understand that I enter any competitions ran by Blue Dirt at my own risk and Blue Dirt is not liable for any injury or damage that may occur when competing.

**VICTORIAN GOVERNMENT MANDATORY COVID-19 VACCINE REQUIREMENT:**

The Victorian Government has outlined it's 'Roadmap out of COVID' and aligning with the National plan. As a part of this, the Government has stated that from the 5th November 2021 any customers 16yo+ must be fully vaccinated to be able to attend 'tours & tour transport' which our business falls under and from late November 2021, kids 12yo and up who use our service must be fully vaccinated. By agreeing to this document you confirm that you are or will be fully vaccinated for COVID-19 by the time of your booking.

**General**

If you agree to this form, you waive your rights to sue the seller for losses relating to death, personal injury or any damage caused to equipment. Agreeing to this form does not affect any rights that you may have under any Acts or laws.

You should be aware that agreeing to this form may have an effect on any insurance policy that covers you for death or personal injury. If you have any concerns about the effect of signing this form you should discuss this with your insurer or legal adviser.

Declaration and signature of person about to use these services:



- I understand that the recreational services about to be sold as set out in this form may cause my death or my personal injury.
- By agreeing to this form I understand I waive my rights to sue the seller for losses relating to my death, personal injury or any damage to equipment such as bike and helmet.
- I give approval for my email address to be added to the Blue Dirt database which will subscribe me to receive newsletters.
- I give approval for any photos taken of me to be used by Blue Dirt for media purposes.
- I understand that by agreeing to this document, I agree to all statements made within it.
- I understand that if the seller has not complied with any law about the proper completion of this form and how my approval is obtained (for example, if the seller has made a false or misleading statement in relation to the steps taken by the seller to avoid the danger of death or personal injury), or has acted recklessly, the seller cannot enforce this waiver.