

Terms and Conditions for all users of Tukino Skifield

Reviewed 30th June 2017

Tukino Skifield is managed and operated by the Tukino mountain Clubs Association (Inc).

In these Terms and Conditions, the below terms have the following meanings:

- **"TMCA"** refers to Tukino Mountain Clubs Association (Inc)
- **"user"** refers to any person entering the Tukino Skifield area (which includes the access road)
- **"pass"** means any pass that allows use of the TMCA Tukino Skifield and facilities

If you enter the Tukino Skifield (which includes the access road) or purchase a ski pass then you will be deemed to have accepted these Terms and Conditions

1. All users of Tukino Skifield must at all times have a valid pass when accessing the tow facilities
2. All passes must be visible at all times and available for detailed inspection by TMCA staff and volunteers
3. Be able to produce season pass card when picking up your day passes
4. Be able to produce adequate identification to confirm your age at purchasing age limited passes
5. Be able to produce adequate identification to confirm your eligibility at purchasing discounted passes, such as club membership, or RAL Season pass
6. Be able to produce adequate identification to confirm you are the person who is recorded on any season or complimentary pass
7. All passes are non-transferable, non-resalable and are for your personal use only
8. All passes are limited to use on the day of sale only
9. Passes are invalid if tampered with
10. Pass holders are not entitled to exclusive access to Tukino Skifield facilities
11. Passes are not valid for use at the following facilities:
 - Access to club lodges, lodge facilities, and lodge outbuildings
 - Skifield vehicles (snow mobiles, snow clearing or grooming vehicles etc)
 - Cat skiing facilities
 - Other concessionaires' facilities
 - Skifield restricted areas (tow sheds etc)
12. If you attempt to use our lift facilities without a valid pass, or someone else is found using your pass then you may be subject to one or more of the following sanctions (without prejudice to any other remedies we may have):
 - report to the Police for prosecution
 - charged for a tow pass or passes to cover the fraudulent use
 - issued with a Trespass notice preventing further access to Tukino Skifield facilities
 - we may cancel any season pass you have been issued and decline to issue other passes in the future
13. You acknowledge and accept that you are liable for any misuse that occurs while your pass is not in your possession unless you have already reported your pass lost/stolen prior to the misuse occurring
14. We accept no responsibility for passes that are lost, stolen, damaged, forgotten or destroyed. All lost, forgotten or stolen passes must be reported to the ticket office immediately

15. All refunds or cancellations of any passes are at our discretion. Passes will not be refunded due to weather, volcanic event, full or partial ski area closure or other operating contingencies affecting any tow, run, area or facility
16. The ski season length is subject to snow, weather, volcanic and market conditions. We operate in a mountain environment where conditions are subject to rapid change. We give no warranty as to the length of the ski season, operating hours, number of tow operating at any time or to the operation or otherwise of a tow, run, area or facility on any given day. We reserve the right to close any tow, run, area or facility at any time for any reason
17. You agree to abide by all rules, regulations and directions set by us and by the Snow Responsibility Code displayed within the Tukino Skifield (together referred to as "Rules"). Any breach of the Rules or misconduct will result in the withdrawal, cancellation or suspension of the pass with no refund given. Misconduct includes, but is not limited to, disregard and breach of closed areas, excessive speeding in slow zones, reckless or dangerous skiing or riding, unsociable or aggressive behaviour or skiing or riding under the influence of drugs or alcohol.
18. All pass holders must abide by all signs and instructions when driving on the access road. Failure to abide by signs and instructions or reckless and dangerous driving will result in cancellation or suspension of the pass with no refund.
19. Snow sports, including skiing and snowboarding, and utilising the access road to an alpine area are all potentially hazardous. In recognition of the inherent risks associated you agree that you use and access the Tukino Skifield with the knowledge and appreciation of those risks. Whilst we have taken all practicable steps to, where possible, identify and mitigate hazards and obstacles within the Tukino Skifield (marked and unmarked, natural and manmade) and road access to it you accept that the risk of personal injury and property loss or damage may result from your use of this facility.
20. Passes cannot be used for commercial purposes without TMCA permission
21. You must not use our facilities for instructing, guiding or demonstrating skiing, snowboarding, other snow-sports or equipment without TMCA permission
22. Any breach of these terms, or other terms that apply to you, may result in the withdrawal and cancellation of your pass and access to Tukino Skifield facilities
23. All prices that we quote for our passes and products are in New Zealand dollars, valid at time of printing but subject to change without notice. Rates include GST
24. Age eligible bands are defined below:
 - **Adult** is defined as aged 19 years and above
 - **Student** is defined as aged 11 to 18 years
 - **Child** is defined as aged 5 to 11 years
 - **Infant** is defined as aged under 5 years
25. All skifield user must be aware that they are Skiing within the boundaries of the Tongariro National Park, and they must conduct themselves within all rules and regulations of the Park
26. The ski areas is of historical and cultural significance to the people of Ngāti Tuwharetoa and Ngati Rangi and skiers should make themselves familiar with the history and respect the importance of the area.
27. TMCA will not collect any personal information about you except when you knowingly provide it. Personal information will never be released to a third party without your consent
28. TMCA will use information provided by its visitors only to communicate with them or for statistical purposes. Any information automatically retrieved, will be used so that no individual visitors are identified
29. TMCA may also be required by law to disclose information you provide. This information will only be disclosed if required by law
30. TMCA reserve the right to amend these Terms & Conditions at any time without notification to the user. It is recommended that the user review this website from time to time for changes.