

## **Spirit Passholder Terms and Conditions 2011.12**

- The Passholder(s) acknowledges that Season Passes are non-refundable and non-transferable and must be used within the season they were purchased. Any exceptions to this rule are at the discretion of Whistler Blackcomb and applicable usage and administration fees will apply. Please read the **Cancellation Policy** for more information.
- All company accounts for Spirit Passes must be paid in full by December 31, 2011. All unpaid accounts after that time will be invoiced at the Early Bird Pass price rate. If this invoice is then not paid within 30 days, all passes invoiced to that account may be hotlisted until the account is paid in full.
- The Passholder acknowledges that when a Company has paid for the Spirit Pass (partially, or in full) that the Company may request information from Pass Administration regarding the usage of that pass.
- **A list of usage reports is not available and usage will only be provided for disciplinary or cancellation due to injury or medical reasons. We are not able to provide companies with usage reports at the end of the season.**

***As a Whistler Blackcomb Passholder you must be aware of the Rules of Play, it is your responsibility.***

**By using your Pass you are agreeing to the terms and conditions listed below:** (*Pass = Card or Season Pass*)

- Your Pass is for your personal use only. It is not transferable and cannot be resold.
- **Respect the Mountains. Respect Others. Respect Yourself.** If you do not obey this rule, you may be removed from the mountain and lose your Pass privileges. Offensive or threatening behaviour towards other guests and our staff will not be tolerated.
- **You must abide by the Alpine Responsibility Code/Mountain Bike Responsibility Code at all times.** If you do not obey this rule, you may temporarily or permanently lose your Pass privileges.
- **A \$500 fine will apply if anyone is caught using your Pass whether you are aware of the misuse or not.** You are liable for any misuse while the Pass is not in your possession unless you have already reported your Pass lost/stolen prior to the misuse. In addition to the fine you may lose your Pass privileges. Remember, Passes are valuable so please keep them in a safe place at all times.
- You are responsible for reporting if your Pass gets lost, stolen or damaged right away. If you lose your Pass or forget your Pass at home, Whistler Blackcomb will give you one free replacement. For subsequent replacements, you will be charged an additional \$10 each, *upon presentation of valid government-issued photo ID.*
- For security reasons you will be required to show valid government-issued photo ID when you pick up your Pass. If you are picking up a Pass for a child, you will be required to show the child's valid government-issued photo ID when you pick up their pass as well.
- You must have your Pass on you at all times when accessing Whistler Blackcomb – no exceptions.
- Whistler Blackcomb may change the opening and closing dates of the mountains and of the Season.
- You are responsible for abiding by the Chamber of Commerce Whistler Spirit Program Code.
  - **If you incur a 2 week or more suspension you will automatically lose your spirit pass privileges for that season and be required to upgrade to the price difference of an Unlimited Season Pass at the regular rate. For the 2011.12 season this would be a cost of \$530 + HST as well as attending a Safety Awareness Seminar.**
  - Any breach of these codes could lead to temporary and/or permanent suspension of the Passholder's privileges and/or membership in the Spirit Pass Program. All Pass suspensions are subject to the discretion of Whistler Blackcomb and/or the Chamber of Commerce.
  - At that time the Passholder acknowledges that they would have to upgrade to a regular Season Pass in order to retain access to the lifts. The Passholder also acknowledges that their employer will be contacted as a result of a breach of this agreement. If the Passholder chooses not to upgrade neither they nor their employer is eligible for a refund on the Spirit Pass.
- The Passholder acknowledges that if they are terminated or leave their employment the Spirit Pass is forfeited and in order to retain access to Whistler Blackcomb they must **upgrade** to a regular Whistler Blackcomb Season Pass or gain employment with another business belonging to the Chamber of Commerce (they must re-register with the Chamber to prove eligibility).
- The Passholder acknowledges that all cancellation/refunds for Passes paid for by the employer must be requested by the employer and will be paid back to the employer. The Spirit Fee is not refundable under any circumstances.

***Whistler Blackcomb reserves the right, at any time and without notice, to amend the Rules of Play and Terms and Conditions of membership in the Whistler Spirit Pass Program.***