BOOKING TERMS AND PARTICIPATION CONDITIONS

Last update: 1 December 2023

All participants and/or spectators herein referred to as ("Guests") must adhere to Treetops Adventure's Booking Terms and Participation Conditions. These terms are applicable to all parks operating as Treetops Adventure locations (TA), and their respective park's experiences, herein referred to as ("the Activity"). It is the responsibility of the main organiser, who is booking on behalf of their Guests, to ensure all Guests understand and accept these terms as part of the conditions of entry.

The Treetops Adventure Companies: Trees Adventure Pty Ltd, Canopy Adventure Pty Ltd, Canopy Adventure Yanchep Pty Ltd, Trees Yarramundi Pty Ltd, Trees Nowra Pty Ltd, Trees Yeodene Pty Ltd, TATPP Unit Trust, Trees Central Coast Pty Ltd, Trees Western Sydney Pty Ltd, Trees Newcastle Pty Ltd, Trees Pennant Hills Pty Ltd, Trees Coffs Harbour Pty Ltd, Trees Ku-ring-gai Pty Ltd, Trees Sunshine Pty Ltd, Treetops Cape Tribulation Pty Ltd. Purchases made for each park may display the above relevant listed company; and may not display 'Treetops Adventure' on the purchasers bank statement

GENERAL CONDITIONS:

During the Activity, Guests may ascend to heights of up to 25 metres within the forest environment. While we take extensive safety measures, there are inherent risks, including but not limited to branch falls. It is important to acknowledge that in a natural setting like ours, not all risks can be entirely predicted or controlled, and therefore by participating you understand and accept these inherent risks.

The Activity can include the following experiences. By agreeing to these terms and conditions, you and all Guests agree to adhere to each experience's rules of participation. Our experiences include:

- Junior Ropes Courses
- Tree Ropes Courses
- High Ropes Courses
- Zipcoaster
- Networld
- Zipline Canopy Tours
- Segway Tours
- Mountain Bike Hire

Prior to harnessing, we require all loose items to be removed from your pockets. Essential medication that needs to be on your person should be communicated to park management. Examples of items that should be removed include:

- Hats or neck scarves
- Keys
- Wallets/Purses
- Electronic devices such as phones
- Watches or bracelets
- Necklaces
- Dangling earrings

• Rings off where possible

Lockers for small personal items are provided for all Guests to use. Treetops Adventure does not take responsibility for any damage or loss of personal items or clothing as a result of attending the park.

Proper attire is mandatory for participation in the Activity.

- Fully enclosed, sturdy footwear from the ankle down with rigid soles, and no prominent heels, are required.
- Shoulder length hair or longer, must be secured in a low ponytail. For those with particularly long hair, a bun or braid is required.
- Waist covered.
- Remove or cover piercings.
- Remove jewellery, such as watches, rings, necklaces and large hoop styled or dangling earrings.

The Activity allows the use of phones and cameras, provided they are securely attached with a wrist strap or lanyard, and are approved by a Treetops Adventure manager.

Treetops Adventure reserves the right, in its absolute discretion, to refuse admission to the Activity, ban from entry to the Activity or remove from the Activity any person who:

- Has been convicted of a criminal offence, which, in the opinion of Treetops Adventure, is likely to affect the enjoyment of other visitors.
- Has behaved in the Activity in a manner, which, in the opinion of Treetops Adventure, has, or is likely to affect the enjoyment of other visitors.
- Uses threatening, abusive or insulting words or behaviour or in any way provokes or behaves in a manner, which may provoke a breach of the peace.
- Does not follow the written or show an understanding of verbal safety instructions or behaves in a manner which may endanger the safety of the individual or other visitors in the Activity.
- Is in non-compliance with safety rules and safety system as instructed by Treetops Adventure personnel.
- Appears to be under the influence of drugs or alcohol.

No refunds or rescheduling will be payable by Treetops Adventure should any Guest not be permitted to participate due to the above.

All Guests must ensure they have met the correct supervision ratio prior to arrival. See 'Tree Ropes Course' section below for course access information and supervision requirements.

Smoking or Vaping is not permitted at the Activity, near safety equipment or while wearing safety equipment. It is only permitted in designated areas.

No running in the Activity.

No screaming whilst on site in respect for our wildlife and neighbours. We politely ask that all Guests keep the noise to a minimum, to also allow other Guests to hear important safety instructions by our staff.

Treetops Adventure maintains a pet free environment. The location of our parks is home to both native and wild species. For their protection, a limited interaction with domestic species of any kind is in place.

No equipment belonging to Treetops Adventure is to be taken past the check-in area. All equipment is to be removed prior to using the bathroom and must be fitted by a team member prior to continuing the Activity.

Keep to designated paths to prevent root compaction around our trees.

Pregnant women are not permitted to participate.

Weight restrictions apply to each experience/activity. We may weigh you for your own safety.

WAIVER FORM REQUIREMENT

Prior to taking part in the Activity, all Guests must complete and sign the electronic waiver form ("Waiver"). An adult aged 18+ is required to complete the waiver on behalf of any minor aged 17 and under.

Failure to submit a completed Waiver before participation will result in disqualification from engaging in the Activity. It is the responsibility of all Guests and their guardians, where applicable, to ensure a form is completed for all Guests. Treetops Adventure reserves the right to refuse participation to any individual who has not completed a Waiver form.

MEDICAL CONDITIONS

Treetops Adventure advises individuals with pre-existing injuries or heart conditions to refrain from participating. If Guests have medical concerns, it is strongly advised to seek advice from a healthcare professional before attending.

If deemed safe to attend, it is mandatory to disclose any medical conditions on the waiver form that may be affected by participation in the Activity. This information assists our team in ensuring your well-being and safety during the activity.

The zipline tour is not suitable for individuals with spinal conditions (including neck) or those suffering from vertigo, along with other heart conditions.

The segway tour has not been designed for individuals at risk of osteoporotic fractures or where a fall may increase the severity of a pre-existing medical condition.

GENERAL PARTICIPATION CONDITIONS:

Check-in is a minimum of 15-minutes prior to the booked session. For all sites, please consider early arrival to allow for travel time to the Activity, finding parking, use of lavatories and the walk to the check-in desk.

Treetops Adventure maintains strict session schedules. Late arrivals will join the next available session, ending at the originally scheduled session. The manager may, at their discretion, allow a

full session for late arrivals. No refunds or credits will be given for late arrivals or no-show Guests. Certain activities, such as the Zipline or Segway Tours, may have limited tours operating on specific days. While we will do our best to accommodate late arrivals, there might be limited or no subsequent tours available resulting in the loss of all paid tickets.

Participants must wear and/or use the safety equipment provided by Treetops Adventure. No other safety equipment and/or gear will be allowed on the Activity. Only in the case of Mountain Bike hires, personal protective equipment may be worn; however Treetops Adventure does not take responsibility for injuries resulting from the use of personal gear. Participants must solely be fitted and checked by a Treetops Adventure instructor before attempting the Activity. Under no circumstances should equipment be left or dragged on the ground to ensure its integrity and functionality for future use.

Prior to attempting the Activity, all Guests must undergo a safety briefing and/or complete the training course to ensure the safety of all Guests and team members. Participants must adhere to the instructions provided at training. Follow our team's instructions for a safe and enjoyable session - they are here to ensure your safety. Speak to a team member for assistance at any time.

TREE AND HIGH ROPES COURSE RESTRICTIONS

Maximum of 1 person per aerial activity/obstacle/challenge, and a maximum of 3 people per platform. Participants are encouraged to proceed through the Activity at their own pace. Overtaking at platforms is permitted when safe to do so.

Following training, Guests are allotted approximately 2 hours to complete as many courses as possible during their session. The completion rate may vary due to factors such as individual confidence and abilities, weather conditions, the number and capabilities of other climbers. Generally, Guests manage to complete 2-3 courses within this duration on the higher courses. However, on the Junior Courses, Guests complete the courses an average of 8 times or more (depending on location).

Participants may select their initial course based on factors like age, ability, weather conditions, and other course restrictions. The decision to begin on a more challenging level is subject to approval by Treetops Adventure Team Members only.

A strict weight limit of 120 kg applies. You may be weighed for your own safety.

SUPERVISION & COURSE ACCESS:

To help keep all our Guests safe, it is important that we have adult supervision for younger climbers. A paid ticket is required for adults who participate together with these younger climbers, according to the requirements detailed below.

Where on-course supervision is required, Treetops Adventure recommends adults who maintain a reasonable level of health due to the physical nature of the Activity.

Each activity comes with its own supervision guidelines. When an age group does not require a participating adult, we kindly request for an adult to remain onsite and actively watch from the ground. Spectators and ground supervisors receive free entry, except at the following locations:

- Yanchep National Park: For entry fees, please visit the Department of Biodiversity, Conservation and Attractions <u>Know Your Fees</u>.
- Shoalhaven Zoo and Nowra Park: Tickets to Treetops Adventure Nowra does not include entry to Shoalhaven Zoo.

Junior (3-7 years):

The Junior levels, Yellow and Orange, are exclusively for ages 3-7 years. There is no access to Guests aged 8 years and above, including adults.

All participating children require an adult to remain onsite and actively watch from the ground. It is strongly recommended to have an additional supervising adult who can actively watch this age group from the ground.

Only Treetops Adventure team members are permitted to provide on-course assistance.

Child (8-15 years):*

- A participating adult is required as 1 adult per 4 Children (8-10 years)*
- Participants aged 8-9 years have access to the Green and Blue levels.
- Participants aged 10-12 years have access to the Green, Blue and Red levels.
- Participants aged 13 + have access to Green, Blue, Red and Black levels.
- Red must be completed prior to attempting the Black.

Children aged 11-15 years require an adult to remain onsite and actively watch from the ground.

*This ratio applies for Children 8-12 years at Hollybank Park only.

The courses are varied in difficulty and may demand a skill level higher than that of the Guest. Treetops Adventure Team Members solely hold the discretion on permitting or prohibiting access to any Guest based on their individual capabilities, regardless of age or height.

Guests aged 10+ years are unlikely to complete all courses within a session. Below are examples of average course combinations for that may be completed during a session:

- 1 Green and 2 Blues
- 1 Green, 1 Blue and 1 Red.
- 2 Blues and 1 Red
- 1 Blue, 1 Red, 1 Black
- 1 Red, 2 Blacks.

If you have concerns on your personal ability to complete a course, please seek recommendations from a Treetops Adventure Team Member. We generally recommend:

- Junior & Junior Pro Courses for Guests 3 7 years.
- Green Courses for Guests ages 8 +, who are not yet confident with heights or who have not previously climbed at Treetops Adventure.
- Blue Courses for Guests aged 8 +, who have some confidence with heights and a reasonable level of fitness.
- Red Courses for Guests aged 10 +, who are very confident with heights and maintain an average to high level of fitness including upper body strength.

• Black Course only for Guests aged 13 +, who have completed a Red Course demonstrating the appropriate strength required for the black, and overall maintain a high level of fitness including upper body strength.

NETWORLD CONDITIONS

Minimum age to participate is 1 year old. A participating adult is required as:

- 1 adult per 1 Infant (1-2 years)
- 1 adult per 4 Juniors (3-7 years)
- 1 adult per 10 Children (8-10 years)
- Children (11-15 years) require an adult to remain onsite and actively watch from the ground.

Sessions run for approx. 2 hours including a 5-minute safety briefing.

All Guests must:

- Adhere to a strict weight limit of 120 kg. You may be weighed for your own safety.
- Ensure they have a valid wristband, visible at all times
- Adhere to the instructions provided during the safety briefing briefing
- Adhere to capacity limits displayed in each zone
- Maintain a safe distance of at least 2 metres to prevent collisions. Treat others with care
- Not climb up nets, tree houses or access any part of the Activity that you cannot walk up to.
- Not attempt any acrobatics, such as somersaults or flips, that could lead to landing on your head, back, neck, or any part of your body, risking injury to yourself or othersNot engage in pushing, throwing, lifting, or carrying others while on the course.

ZIPCOASTER CONDITIONS

- Minimum age to participate is 8 years old.
- Participants must weigh a minimum of 25 kg to participate. Maximum is 120 kg.
- All participating children require an adult to remain onsite and actively watch from the ground.
- This Activity permits multiple rides within the 1-hour session.

ZIPLINE TOUR CONDITIONS - CAPE TRIBULATION PARK ONLY

- Day Tour: Minimum age to participate is 3 years old.
- Tour duration: Approx. 2 hours.
- Tour Size: 2 12 Guests.
- Minimum age to participate without an adult is 13 years old.
- Maximum weight limit: 120kg. We may weigh you for your own safety.
- The tour has been designed for persons of average and above level of health/fitness and a capacity to understand basic instructions.

ZIPLINE TOUR CONDITIONS - HOLLYBANK PARK ONLY

- Day Tour: Minimum age to participate is 3 years old.
- Twilight Tour Minimum Age: 13 years
- Tour duration: Approx. 2.5-hours.
- Tour Size: 2 10 Guests.
- Minimum age to participate without an adult is 13 years old.

- Participants under 40kg and/or who are under 8 years old will be required to fly tandem with a participating adult.
- Maximum weight limit: 135kg (solo/tandem). We may weigh you for your own safety.
- The tour has been designed for persons of average and above level of health/fitness and a capacity to understand basic instructions.

SEGWAY TOUR CONDITIONS

- Minimum age to participate is 13 years old.
- Duration: Approx. 1.5-hours.
- Tour Size: 2 5 people.
- Weight limit: 45 117 kg. We may weigh you for your own safety.
- Segways are an adventure activity and falls may occur. Safe riding may be impacted for individuals with minor physical or mobility issues.
- The tour has been designed for persons of average and above level of health/fitness and a capacity to understand basic instructions.
- Training is provided. Participants must be comfortable being on their feet for the full duration of the tour and be agile to step on and off the Segway unassisted.
- Indication you may be able to participate: Walking up and down a flight of stairs unassisted by the rail, walking stick or another person.

MOUNTAIN BIKE HIRE CONDITIONS

An additional hire agreement form must be filled and signed during check-in. The following conditions include:

- Helmets are mandatory for all riders.
- Participants must adhere to track signage and remain on the designated Mountain bike/Multi-Use tracks at all times.
- Children aged 15-17 may hire mountain bikes provided their guardian stays within the Hollybank Reserve premises.
- Children under 15 must not ride alone and must be accompanied by an adult.
- All rented bikes and accessories should be returned to the starting point within the agreed hiring period.
- The hirer bears responsibility for bikes and accessories until returned to Treetops Adventure. Any stolen equipment incurs charges based on documented replacement prices. Additionally, damages beyond normal wear and tear will be chargeable, covering replacement parts and labor costs.
- Wearing personal protective equipment (PPE) or adding modifications is at one's own risk. Treetops Adventure is not liable for any resulting injuries.

NEXT LEVEL ADVENTURE PARK

Trees Sunshine Pty Ltd, trading as "Next Level Park" is an urban high ropes course and is part of the Treetops Adventure Group. Please refer to the Next Level Park website for information on this park, and to view its Terms and Conditions: <u>https://nextlevelpark.com.au/terms-of-use/</u>

PARTY SPACES - SELECTED PARKS ONLY

- 3.5hr Party Space Hire (Standard Session (2.5hr) and an additional 1 hour of exclusive room hire).
- Party spaces vary based on location and are subject to availability. Please contact the park for further information.
- All children require an adult to actively watch from them at all times.
- The organiser is responsible for providing all food, drinks, cutlery, crockery, tablecloths, cleaning materials, and any other necessary equipment.
- The organiser and/or group bears the responsibility for ensuring the removal of all rubbish and recycling from the party space, park, and forest premises.

PARTY ROOM – THE HILLS (NSW) ONLY

- 3.5hr Party Space Hire (Standard Session (2.5hr) and an additional 1 hour of exclusive room hire).
- Minimum charge is 8 people, with a maximum of 30 people within the room.
- All children require an adult to actively watch from them while using the party room. There is pram and wheelchair access into the party room.
- The organiser is responsible for providing all food, drinks, cutlery, crockery, tablecloths, cleaning materials, and any other necessary equipment.
- The organiser and/or group bears the responsibility for ensuring the removal of all rubbish and recycling from the party room, park, and forest premises

CANCELATION POLICY

7 Days Prior: Fully paid upfront bookings can be rescheduled or fully refunded up to 7 days prior to your scheduled date. The final numbers and balance of your booking is due 7 days prior to your scheduled session date. Additional Guests are subject to availability.

2-6 Days Prior: If booking cancellation occurs 2-6 days prior to your session date, you may reschedule your booking to a later date with a fee equivalent to 20% of the total value of your original booking. No refund applies for cancelled bookings. Booking credits will solely be issued if no alternative session date is available.

Within 48 hours: Rescheduling or cancellation requests made within 48 hours of the session date will result in a 100% fee, with all tickets, including those of no-show Guests, being forfeited.

Personal Factors: Refunds or booking credits are not extended to Guests unable to complete the experience due to personal factors, such as changes of mind or confidence levels.

Weather policy: We are a most-weather activity. We reserve the right to reschedule due to factors beyond our control, such as thunderstorms and other unforeseen circumstances. The park will contact you if your session is affected.

Forced Majeure: Should events beyond the reasonable control of Treetops Adventure, including but not limited to "acts of God," war, strikes or labor disputes, airline flight cancellations, terminated stays, infectious disease such as SARS and COVID-19, government regulation or advisory, disaster, fire, earthquakes, cyclones, or any other cause reasonably beyond Treetops Adventure's control, Treetops Adventure maintains the right to cancel any booking, providing written notification to the Guest and credit the booking back to the Guest.

Group Booking Packages:** A non refundable deposit equivalent to 20% of the total value of your booking is required at time of booking. The above Cancellation Policy clauses apply for changes made within 6 days of the scheduled session date, personal factors, weather and forced majeure.

**This includes school groups, party packages, or community groups that book exclusive Treetops Adventure packages, with deposit payment terms.

PRICE POLICY

All prices are subject to change. The effective dates will be communicated to customers via our official platforms. We acknowledge that some advertising material and/or third party websites may display prior prices, and in these cases we retain the right to not honour outdated prices and information. While we will make every reasonable effort to notify customers, the information displayed on our website will take precedence. For the most up to date prices please visit our official website: https://treetopsadventure.com.au/prices/

GIFT VOUCHER POLICY

Validity Period: Valid for three years from the date of purchase. Treetops Adventure reserves the right to refuse an expired Gift Voucher.

Voucher Value Options: Gift Vouchers are available for purchase as preset monetary values or as the equivalent of a specific ticket value (example, it is equal to the value of one child ticket). The voucher retains its specific monetary value at the time of purchase, regardless of any future price adjustments.

Price Adjustment: In the event of a price change after the voucher purchase, customers will be required to pay the difference at the time of booking, if the cost of the selected product and/or ticket exceeds the value of the gift voucher.

Single Redemption Only: The full value of the gift voucher must be redeemed within a single transaction. Remaining value is not transferable or redeemable for cash in whole or part.

Park Exclusivity: Gift Vouchers are exclusive to the original park selected at time of purchase, valid for any Activity or ticket type offered by the park. All vouchers can be applied at an alternative park by contacting our office.

Redemption process: Gift vouchers serve as a form of payment and do not confirm a booking. Recipients must make an online booking and enter their unique Gift Voucher Code during the payment section.

Cancellation Policy: Standard terms and conditions apply once a Gift Voucher has been redeemed.

Accepted vouchers: Treetops Adventure exclusively accepts Treetops Adventure vouchers or vouchers from authorised third parties.

OFFERS AND PROMOTIONS POLICY

Acceptance: By using or attempting to use a promo code for an advertised offer, you agree to accept and be bound by these special terms and conditions. Offers are non-transferable and have no cash value unless explicitly specified.

Offer Period: Promotions are available for a limited time only and for the length of time they are advertised, unless specified otherwise in the offer details. Treetops Adventure reserves the right to cancel or change any promotion at any time without notice and at its sole discretion.

Conditions: Promotions are not valid for cash or cash equivalent. They cannot be applied retrospectively or used in conjunction with any other offers or discounts, including price matching. Rescheduling or adding activities, tickets, and/or products outside of the offer period will be charged at the full price.

Eligibility: Offers are applicable to eligible Guests as described in the offer terms. These terms may include specific criteria such as age or location.

Redemption limits: Promotional offers may have redemption limitations, which may include a maximum number of uses per person or transaction.

Offer Change or Termination: Treetops Adventure reserves the right to modify or terminate any promotional offer at any time without prior notice. This includes changing offer terms, duration, or availability.

How to redeem: To redeem an offer, Guests must adhere to the stated guidelines and terms. To apply a promo code, enter the advertised code into the promocode box during checkout. **Policy Updates:** Treetops Adventure reserves the right to update or modify the promotional offer policy without prior notice.

PRIVACY POLICY

You can read our privacy policy here.