

# 2023-24 REFUND REQUEST FORM

For Season Passes, Memberships & Multi-Week Lesson Programs

Please note, only those who have purchased Lesson Program Protection or Winter Pass Protection are eligible to apply for a Refund Request. Lesson Program Protection or Winter Pass Protection was only available at the time of purchase. Please read below for more information.

### How to Submit a Refund Request:

- 1) Print and complete the form at the end of this package
- 2) Must include a completed Refund Request Form and all proper supporting documentation, as well as, if applicable:
  - a. For Lesson Program Protection:
    - all associated rentals must be returned
    - Your Lesson Program Card must be included in the Refund Request Package
  - b. For Winter Pass Protection:
    - Pass(es)

### **Required Supporting Documents:**

### In the case of Serious Injury, Illness or Death:

- A medical note or certificate stating the date of injury/illness and type of injury/illness, stating that the individual is unable to ski/snowboard and estimated recovery time before alpine skiing/snowboarding can be resumed.
- Medical conditions and injuries must restrict user from skiing/snowboarding at Brimacombe (please see terms & conditions for more information)
- In the case of death, a copy of the death certificate for the Protected Passholder/Participant must be submitted.

### *In the case of Employment Transfer:*

- An employer's letter on company letterhead stating the location, start date and length of transfer
- The named Participant's principle residence must move further from Brimacombe, and outside a distance greater than 125 km from the ski area.

### In the case of Pregnancy or Childbirth:

- A medical note must be submitted with the Refund Request Package verifying the pregnancy.
- 3) Submit complete package in person to the Main Office in the East Chalet at Brimacombe. Refund Request Packages may be submitted by mail however, sender is responsible for ensuing delivery. Brimacombe is not responsible for any packages lost in the mail. Please note, the total amount refunded is dependent on the date on which the complete Refund Request Package is received, not the initial date of non-participation. No refund requests will be considered after the last day of winter operations.

# Please note, all refunds are subject to a \$50.00 Admin Fee and the refund schedule as outlined in the Terms and Conditions.

4) All Refund Requests will be reviewed within 10-14 business days.

# 2023-24 Winter Pass Protection Terms & Conditions

Pass Protection provides coverage on your qualifying Membership or Season Pass products against serious medical situations (including injury) that prevent you from using your pass, employment transfers that require relocation greater than 125 km from Brimacombe or pregnancy/childbirth.

Plus, if you purchase your passes early, enjoy Early Purchase Peace of Mind Coverage because a lot can happen over the before the season starts! Pass Protection's Early Purchase Peace of Mind Coverage allows for the cancellation and full refund of the Protected Passholder's qualifying Membership or Season Pass less applicable fees until the October 15 preceding the applicable season. No matter the reason.

Pass Protection is only available when purchasing a qualifying Brimacombe Membership or Season Pass or within 24 hours of initial purchase (by phone or email). It cannot be purchased at a later date.

No refund or credit will be considered without the purchase of Pass Protection.

### Period of Coverage:

Coverage on the specific qualifying Membership or Season Pass product begins on the date that protection is purchased and is terminated on the last day of the winter season in which the Membership or Season Pass is valid.

Memberships and Season Passes of Protected Passholder's are non-refundable outside of the period of coverage listed above.

### Summary of Coverage:

Prior to the end of the applicable winter season, Pass Protection allows for the opportunity for the cancellation or partial refund of a Protected Passholder's qualifying Membership or Season Pass, as detailed under the Terms and Conditions and Refund Schedule, in the event of:

- Serious Injury, Illness or Death preventing participation in skiing/snowboarding for the lesser of at least 60 consecutive days or the remainder of the season.
- **Employment Transfer** requiring relocation of the Protected Passholder's principle residence further from Brimacombe and outside a 125 km radius of the ski area.
- Pregnancy or Childbirth

### Early Purchase Peace of Mind Coverage:

From your date of purchase until October 15 preceding the applicable season, Pass Protection's Early Purchase Peace of Mind Coverage allows for the cancellation and full refund of the Protected Passholder's qualifying Membership or Season Pass less applicable fees. No matter the reason.

Other than under the conditions listed above and detailed in the Pass Protection Terms and Conditions below, and under the conditions detailed in the Passholder Terms and Conditions, each Protected Passholder's qualifying Membership or Season Pass, to be collectively referred to herein simply as the "Pass", is non-refundable and non-transferable.

### **Protected Persons:**

This coverage will allow for the opportunity for the cancellation or partial refund of the Pass for the Protected Passholder only.

### **Exclusions:**

Brimacombe's 5 & Under Memberships are not covered by Pass Protection. These excluded passes are non-refundable and non-transferable at all times.

### **Terms & Conditions:**

1. Unless otherwise detailed in the Passholder Terms & Conditions, no credit or refund will be considered without the purchase of individual Pass Protection.

2. Pass Protection must be purchased simultaneously with each applicable qualifying Membership or Season Pass or within 24 hours of initial purchase (by phone or email). It cannot be added at a later date.

3. Pass Protection option is \$10 per passholder and subject to applicable taxes.

4. Confirmation of purchase of Pass Protection for each applicable passholder will appear on your account and receipt of sale.

5. A complete Refund Request Package must be submitted in writing to Brimacombe Guest Services department and must include: i) a completed Refund Request Form, ii) all proper supporting documentation (as outlined below), and iii) your Pass(es). All required items must be submitted at the same time. Incomplete or partial submissions will not be accepted. Refund Request Forms are available online at https://brimacombe.ca/forms or from Brimacombe's Main Office, or by request by phone (905-983-5983) or email (guestservices@brimacombe.ca).

6. Supporting documentation must be included in your Refund Request Package and must consist of:

### • In the case of Serious Injury, Illness or Death:

- A medical note or certificate stating the date of injury/illness and type of injury/illness, stating that the individual is unable to ski/snowboard and estimated recovery time before alpine skiing/snowboarding can be resumed.
- Medical conditions and injuries must restrict user from skiing/snowboarding at Brimacombe for the lesser of at least 60 consecutive days or the remainder of the season.
- In the case of death, a copy of the death certificate for the Protected Passholder must be submitted.

### • In the case of Employment Transfer:

- An employer's letter on company letterhead stating the location, start date and length of transfer.
- The Protected Passholder's principle residence must move further from Brimacombe, and outside a distance greater than 125 km from the ski area.

### • In the case of Pregnancy or Childbirth:

• A medical note must be submitted with the Refund Request Package verifying the pregnancy.

7. The total amount refunded is dependent on the date on which the complete Refund Request Package is received, not the initial date of non-participation.

8. No refund request will be considered after the last day of winter operations.

9. The fees paid for Pass Protection coverage are non-creditable and non-refundable under any circumstances.

10. Pass Protection applies to the named passholder only and is non-transferable.

11. All refunds are calculated on pre-tax values.

12. All refunds are subject to applicable fees:

Refund For:	Applicable Fees
<ul> <li>Serious Injury, Illness or Death,</li> <li>Employment Transfer, or</li> <li>Pregnancy or Childbirth</li> </ul>	\$50 Admin Fee (or \$50 Absentee Fee, if applicable)
Early Purchase Peace of Mind Coverage	Until August 31: \$50 Cancellation Fee (or \$50 Absentee Fee, if applicable)
	September 1 to October 15 preceding the applicable season: \$85 Cancellation Fee (or \$50 Absentee Fee, if applicable, + \$35 Cancellation Fee

As indicated above, if the Protected Passholder is a Member, they may choose to put \$50 of their fees towards the \$50 Absentee Fee to hold their pre-purchase position in Brimacombe's Member Loyalty Program. (Members who have had their membership cancelled or partially refunded under the Pass Protection Program are not considered Active members in that season.) All fees are subject to applicable taxes.

13. Factors including the number of days that the Pass(es) were used and/or whether or not the Pass(es) were issued to the Passholder(s) will not be considered in the claim.

14. All refund requests are at Brimacombe's discretion and are subject to review and approval by Brimacombe management.

15. Brimacombe reserves the right to amend this policy at any time.

### **Refund Schedule:**

All refunds are subject to applicable fees and taxes, per pass.

Date on which the Completed Refund Request is Received	Eligible Refund
Prior to Opening Day of Winter Operations	100%
Opening Day to January 1	80%
January 2 to 31	50%
February 1 to 28	25%
March 1 to Closing Day of Winter Operations	0%

### If Pass Protection is declined:

No refund or transfer of the pass will be offered under any circumstances, unless otherwise outlined in the Passholder Terms and Conditions. Any refund request package submitted without Pass Protection will be declined.

## 2023-24 Lesson Pass Protection Terms & Conditions

Lesson Program Protection provides coverage on your Winter Lesson Program and Program-Related Rental Products during the winter season against serious medical situations (including injury) that prevent you from completing your program, employment transfers that require relocation greater than 125 km from Brimacombe or pregnancy/childbirth.

Plus, if you purchase your program early, enjoy Early Purchase Peace of Mind Coverage because a lot can happen before the season starts! Lesson Program Protection's Early Purchase Peace of Mind Coverage allows for the cancellation and full refund of the Protected Winter Program and Protected Lesson Program-Related Products less applicable fees until the October 15 preceding the applicable season. No matter the reason.

Lesson Program Protection is only available when purchasing a Brimacombe Multi-Week Lesson Program or within 24 hours of initial purchase (by phone or email) and it cannot be purchased at a later date.

No refund or credit will be considered outside of the Multi-Week Lesson Program Terms & Conditions without the purchase of Lesson Program Protection.

### Period of Coverage:

Coverage on the specific program product begins on the date that protection is purchased and is terminated on the last day of the applicable program.

A Protected Lesson Program is non-refundable outside of the period of coverage listed above.

### Summary of Coverage:

Prior to the end of program, Lesson Program Protection allows for the opportunity for a prorated refund on your Winter Program and Program-Related Products, if you are no longer able to complete the program due to:

- **Serious Injury, Illness or Death** preventing participation in skiing/snowboarding for the remainder of the program.
- **Employment Transfer** requiring relocation of the Participant's principle residence further from Brimacombe and outside a 125 km radius of the ski area.
- Pregnancy or Childbirth

### Early Purchase Peace of Mind Coverage:

From your date of purchase until October 15 preceding the applicable season, Lesson Program Protection's Early Purchase Peace of Mind Coverage allows for the cancellation and full refund of the Protected Winter Program and Protected Lesson Program-Related Products less applicable fees. No matter the reason.

Other than under the conditions listed above and detailed in the Multi-Week Lesson Program Terms and Conditions, each Lesson Program is non-refundable and non-transferable.

### **Protected Products and Person:**

This coverage allows for the opportunity for a prorated refund of a Protected Winter Program and Protected Lesson Program-Related Products.

Protected Lesson Program-Related Products include, if applicable, your associated Rental Package purchased in association with the Protected Lesson Program under the same named Participant.

Lesson Program Protection does not cover independent Season Pass Products such as Magic Passes and/or Night Season Passes, nor Membership purchases.

### **Terms & Conditions:**

1. Unless otherwise detailed in the Multi-Week Lesson Program Terms and Conditions, no credit or refund will be considered without the purchase of Lesson Program Protection.

2. Lesson Program Protection must be purchased simultaneously with each applicable Program or within 24 hours of initial purchase (by phone or email). It cannot be added at a later date.

Lesson Program Protection option is \$10 per Program, per Participant and subject to applicable taxes.
 Confirmation of purchase of Lesson Program Protection for each applicable program will appear on your account and receipt of sale.

5. A complete Refund Request Package must be submitted in writing to Brimacombe Guest Services department and must include: i) a completed Refund Request Form, and ii) all proper supporting documentation, as well as, iii) if applicable, all associated rentals must be returned, and your Lesson Program Card. All required items must be submitted at the same time. Incomplete or partial submissions will not be accepted. Refund Request Forms are available online at http://brimacombe.ca/forms or from Brimacombe's Main Office, or by request by phone (905-983-5983) or email (guestservices@brimacombe.ca).

6. Supporting documentation must be included in your Refund Request Package and must consist of:

### • In the case of Serious Injury, Illness or Death:

- A medical note or certificate stating the date of injury/illness and type of injury/illness, stating that the individual is unable to ski/snowboard and estimated recovery time before alpine skiing/snowboarding can be resumed.
- Medical conditions and injuries must restrict user from skiing/snowboarding at Brimacombe for the remainder of the program.
- In the case of death, a copy of the death certificate for the named Participant must be submitted.

### • In the case of Employment Transfer:

- An employer's letter on company letterhead stating the location, start date and length of transfer
- The named Participant's principle residence must move further from Brimacombe, and outside a distance greater than 125 km from the ski area.

### • In the case of Pregnancy or Childbirth:

• A medical note must be submitted with the Refund Request Package verifying the pregnancy.

7. The total amount refunded is dependent on the date on which the complete Refund Request Package is received, not the initial date of non-participation.

8. If the participant is part of a semi-private lesson, the refund will be relative to the number remaining participants in the program – the pro-rated refund will be on the difference between the original combined payment and the re-calculated fee based on the number of participants remaining in the lesson.

9. No refund request will be considered after the last day of the program.

10. The fees paid for Lesson Program Protection coverage are non-creditable and non-refundable under any circumstances.

11. Lesson Program Protection applies to the specified Program and named Participant only and is non-transferable

12. All refunds are calculated on pre-tax values.

13. All refunds are subject to applicable fees and taxes.

Refund For:	Applicable Fees
<ul> <li>Serious Injury, Illness or Death,</li> <li>Employment Transfer, or</li> <li>Pregnancy or Childbirth</li> </ul>	\$50 Admin Fee
Early Purchase Peace of Mind Coverage	Until August 31: \$50 Cancellation Fee September 1 to October 15 preceding the applicable season: \$85 Cancellation Fee
	Plus applicable taxes

14. Factors including the number of lessons missed prior to submitting the completed refund request will not be considered in the claim.

15. All refund requests are at Brimacombe's discretion and are subject to review and approval by Brimacombe management.

16. Brimacombe reserves the right to amend this policy at any time.

### **Refund Schedule:**

All refunds are prorated according to the refund schedule below and are subject to applicable fees and taxes per program.

### 7-Week Schedule

Classes Remaining as of Date on which the Completed	Eligible
Refund Request is Received	Refund %
7	100.0%
6	85.7%
5	71.4%
4	57.1%
3	42.9%
2	28.6%
1	14.3%
0	0%

### Instructor-In-Training Program Schedule

Classes Remaining as of Date on which the Completed	Eligible
<b>Refund Request is Received</b>	Refund %
8	100.0%
7	87.5%
6	75.0%
5	62.5%
4	50.0%
3	37.5%
2	25.0%
1	12.5%

### If Lesson Program Protection is declined:

No refund of the program will be offered under any circumstances, unless otherwise outlined in the Multi-Week Lesson Program Terms and Conditions.

**Refund Request Form** 

DATE SUBMITTED (MM/DD/YYYY) \_\_\_

### **REASON FOR REFUND REQUEST**

Please Outline Your Refund Request (Please use back if necessary):

Please submit all applicable documents outlined below:

### □ Serious Injury, Illness or Death

preventing participation in skiing/snowboarding for the lesser of at least 60 consecutive days or the remainder of the season.

**DOCUMENTS REQUIRED:** A medical note or certificate stating the date of injury/illness and type of injury/illness, stating that the individual is unable to ski/snowboard and estimated recovery time before alpine skiing/snowboarding can be resumed. Medical conditions and injuries must restrict user from skiing/snowboarding at Brimacombe for the lesser of at least 60 consecutive days or the remainder of the season. In the case of death, a copy of the death certificate for the Protected Passholder/Participant must be submitted.

### Employment Transfer

requiring relocation of the Protected Passholder's/Participant's principle residence further from Brimacombe and outside a 125 km radius of the ski area. **DOCUMENTS REQUIRED:** An employer's letter on company letterhead stating the location, start date and length of transfer

Pregnancy or Childbirth
 DOCUMENTS REQUIRED: A medical note must be submitted verifying the pregnancy.

### Early Purchase Peace of Mind Coverage

*Request must be submitted by October 15 of the preceding applicable season.* **NO DOCUMENTS REQUIRED.** 

Please note, other than under the conditions listed above, and detailed in the Terms and Conditions, each Lesson Program and/or Winter Pass is non-refundable and non-transferable. All refunds are subject to applicable fees and taxes, please see relevant Terms and Conditions for more details.

FOR OFFICE USE ONLY	Approved for Refund Declined for Refund
REFUND REQUEST PACKAGE RECEIVED BY:	\$50 Absentee Fee     \$50 Absentee Fee   \$Cancellation Fee     \$50 Administrative Fee
PASS TYPE RECEIVED:  Membership Card  Night Season Pass Card	TOTAL AMOUNT REFUNDED = \$
<ul> <li>Night Season Pass Card</li> <li>Magic Pass Card</li> <li>Lesson Program Card</li> <li>SUPPORTING DOCUMENTS RECEIVED:</li> </ul>	METHOD OF REFUND: Mastercard Debit Brimacombe Gift Card Visa Cash Cheque Stripe
<ul> <li>Medical Note</li> <li>Death Certificate</li> <li>Relocation Documents</li> <li>Other:</li> </ul>	REFUND PROCESSED BY:

All refund requests are at Brimacombe's discretion and are subject to review and approval by Brimacombe management.

If approved, the total amount refunded is dependent on the date on which the complete Refund Request Package is received, not the initial date of non-participation.

Please Note, a Refund Request form must be completed for every protected passholder/participant.

