

Mt Buller Holidays Pty Ltd ACN 165 086 126

FAIR TRADING POLICY

Introduction

- A. Buller Holidays promotes tourism in the Mansfield Mt Buller Region and provides a service for Guest to book Travel Products.
- B. Suppliers authorise Buller Holidays to make the Supplier's Travel Products available on the Website and to take bookings through its Booking Service for its Travel Products on its behalf on the terms of the Supplier Agreement.
- C. Buller Holidays acknowledges that its Related Entities are also suppliers of Travel Product, which are sold and marketed by Buller Holidays.
- D. Buller Holidays has contracted with Inntopia to be the software supplier for the Booking Service. Inntopia is a best of breed online and call centre reservation system.
- E. Buller Holidays commits to treating all Suppliers of Travel Products equally and ensuring that it does not give a real preference to Travel Products of Related Entities.

It is agreed

1. Interpretation

In this Agreement, unless otherwise indicated by the context, defined terms and interpretation have the same meaning as in the Supplier Agreement.

2. Fair Trade Policy

- 2.1. Buller Holidays commits to the following for the Term:
 - (a) To establish the Booking Service at no cost to the Members and Suppliers.
 - (b) To Operate the Booking Service at no cost to the Members and Suppliers other than Booking Commissions.
 - (c) To utilise its existing direct marketing tools to facilitate direct marketing of Travel Products, where the Supplier has agreed to participate in promotional offers.

- (d) To operating the Booking Service 52 weeks a year.
 - (e) To fix Booking Commissions payable until 31 October 2021 as follows:
 - (i) For Single Supplier bookings made through the Website: 5%.
 - (ii) For Single Supplier bookings made through the Call Centre, and all Multiple Supplier Bookings: 12%.
 - (iii) The above Booking Commission may be increased only by the amount of any new government taxes and fees that may be imposed on Buller Holidays or the transactions.
 - (f) To provide to all Suppliers, which supply accommodation product, with the same Transfer Price.
 - (g) To provide access to the Booking System for all Suppliers on and off mountain who agree to and enter into the Supplier Agreement.
- 2.2. For transparency to the Suppliers, Buller Holidays undertakes to implement the following:-
- (a) Quarterly sales performance and marketing activity reporting to Suppliers; and
 - (b) Monthly KPI reporting to the Members.
- 2.3. The Supplier commits to the following during the Term:
- (a) Where Buller Holidays has taken a booking from a Guest, the Supplier must not offer nor provide that Guest with the Supplier's Travel Product on terms and conditions (including as to price) which are more favourable than those offered to the Guest by the Booking Service.
 - (b) The Supplier must not offer Snow Product as part of a packaged product through other sales channels for a price less than the Transfer Price.
 - (c) Suppliers must not offer its Travel Product to other sales channels or OTA's (such as wotif, bookings.com or similar booking platforms) at rates lower than the rates provided to Buller Holidays.
- 2.4. The Members undertake to
- (a) Maintain their participation in the BMCG; and
 - (b) Participate in sales and marketing initiatives of Buller Holidays; and
 - (c) Fairly administer the Professional Services Agreement and the MOU.
- 2.5. The BMCG will become the vehicle for communication between the parties and Buller Holiday from a whole of resort and district perspective.

2.6. Booking System

(a) Website

- (i) The results of searches in Inntopia depend on the algorithm of the search initiated by the Guest and the Supplier may notice fluctuations in the Product's position in the search results.
- (ii) Buller Holidays provides no guarantee on any position within search results, but the position of the listing may be improved by the Supplier through quality criteria, for example availability, the number and quality of photos, price and having up to date booking calendars.
- (iii) Buller Holidays may invite Guests to complete questionnaires via email, post, telephone or online survey regarding their experience of a Travel Product. Guests are under no obligation to complete any questionnaire but answers provided may be used in connection with any dispute or dealings with Suppliers.
- (iv) Where Guests use Buller Holidays to book Travel Products from Suppliers, who are not Related Entities of Buller Holidays, Buller Holidays will not use or disclose this information to Related Entities for the purpose of the Related Entities direct marketing to Guests on behalf of Related Entity Travel Product. (as an example, Buller Holidays will not provide the guest list of another hotel to Mt Buller Chalet for the purpose of Mt Buller Chalet contacting those guests with offers).
- (v) Notwithstanding the above clause, Buller Holidays may use Guest information for the purpose of marketing the Booking Service and the Travel Products of Suppliers generally.

(b) Call Centre

- (i) Buller Holidays will not provide a preference to Travel Product of its Related Entities when making bookings through the Call Centre.
- (ii) Bookings for Travel Products shall be filtered in a similar manner to Online Booking and preference shall be based on the following criteria:
 - (A) Date of travel;
 - (B) Number of Guests;
 - (C) Price;
 - (D) Availability;
 - (E) Participation in promotions;

- (iii) Buller Holidays may give preference to Suppliers that participate in marketing promotions or which provide Buller Holidays with more access to Travel Product.

2.7. Equipment Rental Product

- (a) Any Supplier of Equipment Rental Product must:
 - (i) Have Equipment Rental Online Transaction Capability; and
 - (ii) Have its own premises or a Related Entity with premises within the Mt Buller Alpine Resort, where Guests may both pick and return Equipment Rental Product.

- (b) A Supplier of Travel Product comprising accommodation that also supplies in house Equipment Rental Product shall be able to package their in-house Equipment Rental Product with their accommodation product Online. .

3. Assignment to be binding on permitted successors and assigns

If Buller Holidays sells its business or assigns its rights under the Booking System, it will ensure that its successors are bound by this policy.