

Apache Expedition Mission Nubra Valley: Terms and Conditions

The " **Apache Expedition Mission Nubra Valley**" ride, henceforth referred to as the "Ride", is an event organized by, Felicity Integrated Marketing Services, B207A, Rajendra Marg, Bapu Nagar, Jaipur 302015 (hereinafter 'the Organizer') and is sponsored by TVS Motor Company, P.B. No. 4, Harita, Hosur – 635109, Tamil Nadu, India (hereinafter referred to as "Sponsor")

- Description of the event and Purpose: Sponsor is promoting its brand "TVS Apache", through a ride administered by the Organizer wherein "Apache owners" from all across India will join the ride from New Delhi along with their TVS Apache bike. Ride will start from New Delhi till Nubra valley and back to New Delhi. Ride will start on 27th July 2018 and will end by 9th August 2018. This serves to bring to light the capacity of TVS Apache to perform in such an extreme road conditions and brings the joy to the owner's face. Subject to the eligibility criteria provided herein below, the term "Participant" shall refer to the persons, who rides TVS Apache with valid driving license, RC book, Bike insurance and Pollution certificate

- Ride Period: This Ride shall commence on 27th July 2018 from New Delhi and shall continue for 14 days, which period shall hereinafter be referred to as the "Ride Period".

- Participation Fee: The Participant shall deposit an advance participation fees of Rs. 17000 (Seventeen Thousand) for participation in the said event. The following inclusions shall be provided to the Participant for the duration of the ride:
 1. Hotel stay for all the night on double sharing basis
 2. Breakfast, Lunch and Dinner will be provided
 3. Medical & Doctor assistance will be provided in case of any medical emergency
 4. Oxygen support will be available
 5. Toweling vehicle support
 6. Video will be shot for entire journey
 7. Knee guards and Gloves will be provided (In case someone is not carrying)
 8. Daily bike periodic checkup will be done by trained mechanic and repair in case of vehicle breakdown, but for any parts change cost has to be given by Participant

The Participation Fee does not cover any insurance, risk cover, damages, any type of additional claims. An individual has to bear the additional cost for adventure travel & activities apart from the above inclusions.

The following Terms & Conditions (hereinafter referred to as “T&C”) shall govern the Ride:

Rules & Regulations

- The ride starts from New Delhi. It is the responsibility of the participants to make all required travel arrangements and transportation of vehicles to New Delhi and report at the designated venue with filled fuel tank of the vehicle. The Organizer or the Sponsor will neither bear any expense regarding the transportation of vehicle to New Delhi nor will be liable to provide any vehicle to the participants, in case they have not made arrangements for their vehicles. All the expenses borne by the participant before the activity date as published by the Organiser or the Sponsor, will be completely borne by the participant.

- Your participation in the Apache Expedition – Mission Nubra Valley is entirely at your own risk. Organiser or Sponsor is NOT responsible or liable for any injuries you may suffer, fatal or otherwise. Also, the Organisers and Sponsors are not responsible for any loss or damage to your property, including your motorcycle, irrespective of how any damage may have been caused.

- By Participating in the Ride, all Participants agree to being competent (i.e. being of sufficient age and mental capacity and are legally permitted to ride two-wheelers and are holders of a Valid Driver’s License) and eligible to enter into any legally binding agreement. The Participants need to have a valid International (for foreigners)/ National (for Indians) Driving License which should cover driving a Two-Wheeler. It is mandatory to carry original copy of the Driving License & all documents related to the vehicle. The onus of proving authenticity & legality of the details and documents submitted by the Participant for participation in this ride including the vehicle documents and the legalities in relation to the same shall be the sole responsibility of the Participant. The organizers and the Sponsors will not be liable or responsible for the same. A person should be covered under travel insurance and the insurance should also include adventure travel indicating riding a motorbike in India.

- The Participant will need to confirm their participation in the ride at least 10 days before the date of departure with a full payment of the ride cost.

- During the ride, Sponsor shall pay only the Labour and Manpower charges for checkup and basic maintenance of the Vehicle and subject to availability, a Service technician or Mechanic would carry basic spares for the bikes. Any wear & tear or damage to bike or spares required will have to be paid in actual (extra) to such a mechanic or service technician by the Participants. Also, damage to the bike of any kind due to any accident/fall or any other reason during the ride would have to be paid by the participant as per actual cost incurred for repair.

- The Participant shall follow the briefing of the accompanying guide (coordinator). However, the accompanying guide (coordinator) would not ride the bike but would follow the group in the support vehicle only.

- Riding gear is mandatory (Helmet, Boots, Gloves and knee guards). In case there is a pillion, he/she should also be in the full riding gear (Helmet, Boots, Gloves and knee guards) during the complete ride. Participants with no proper riding gear will be asked to return.

- The Participant shall have to maintain discipline on the Road and strictly follow the traffic rules. Reasonable distance is required to be maintained by the Participant/s between his vehicle and the Participant/s riding in his/her front.

- Apart from the designated stops in the route plan, there will be no other stops in between. The Participant shall stop only at designated locations unless directed otherwise by the accompanying guide (coordinator). The Participant shall also carry a copy of the route map and shall attempt to memorize the route

- The Payment fee is for the entire package and there would be no refunds in case any part of the package is not availed.

- Use of Alcohol and Narcotics during the ride is strictly prohibited. If found, Participant will be sent back without refund. The Participant shall not carry any drugs, alcohol, explosives, dangerous articles or weapons during the Ride and shall not report for the same in an unsafe condition, which includes but not limited to, being under influence of alcoholic beverages or drugs.

- The Participant shall not make any public statement in a manner which, in the reasonable opinion of Organiser or Sponsor is or might be prejudiced or defamatory to the image and reputation of Sponsor or Organiser.

- The Participant/s would have to give an undertaking stating that he/ she has been communicated very clearly all the Terms & Conditions of the ride and he/ she understands fully the risks involved in a ride of this kind and in case of any death, accident, mishap that may occur during

the course of the ride, it would be his/ her sole responsibility and the company or any of its associates/ team members would not be responsible or liable in any case.

- The Organizer or the Sponsor reserves the right to cancel or change the date of departure prior to the commencement of the Ride. Ride cancelled by the Organizer will entitle the Participants for refund. However, the ride may have to be terminated post commencement in case/s of fatality, which shall include any injury which could result in death, or disrupt the riding or in case/s of robbery, landslides, flood, conflict, internal flight delay or cancellations, strikes, sickness, weather, war, vehicle problems, political closures, disputes or any other unavoidable circumstances which would stall the progress of the ride. The organizer or the Sponsor shall not be held liable for cancellation, delay in the ride or expenses incurred due to aforesaid circumstances and the Participants shall not be provided any refund in such case.

- The Organiser or the Sponsor reserve the right to abbreviate, modify, suspend, cancel, or terminate the Ride at any time without prior notice, and without further obligation or liability to any Participant. TVSM retains the right to amend the T&C at its discretion and the T&C may change from time to time. Participants are advised to update their knowledge of the same regularly.

Accommodation Details and terms

1. Accommodation shall be provided to the Participant on double-sharing basis.
2. The Organiser or Sponsor shall not be made responsible for any debt or obligation which might arise in future between the concerned Hotel and the Participant/s.
3. The standard terms & conditions of the respective Hotels i.e. Complex Rules & Regulations, Park Rules & Regulations, Leisure Rules & Regulations, Hotel Rules & Regulations including policies for 'Outside Food and Beverage' etc. shall be applicable on the Participant/s during the tenure of their stay at the Hotel. In case of default, the Organiser or Sponsor shall not be held responsible for the same. All the additional charges, if applicable in such cases shall be paid by the Participant/s to the Hotel on direct payment basis.
4. In case of any damage caused to the property of the hotel and of any other co participant/s during the stay by the Participant/s or any other persons under the Participant/s control, due to their negligence, even after taking reasonable precautions, the additional charges and penalties shall be incurred directly from the defaulting Participant/s. The Organiser or the Sponsor shall not be held responsible for the same. The Organiser or Sponsor shall not be held liable for loss or damage to any object, equipment, furniture, stock or other property brought on to the premises of the hotel by the Participant.

5.It is hereby declared that the respective hotel/s may annul the bookings for reasons of industrial action, fire, flooding or other special circumstances which are beyond their control or which are not preventable by reasonable diligence on their part causing the whole or substantial part of hotel to be closed to the public or anything which is beyond their control. In such cases, the Organisers shall strive to offer alternative arrangements for accommodation for the Participant/s.

Jurisdiction

This T&C shall be governed by the laws of India and the courts having their jurisdiction at Chennai, Tamil Nadu shall have exclusive jurisdiction over any disputes hereunder.

Organizer and Sponsor

The Ride is organized by Felicity Integrated Marketing Services. The Ride is sponsored by TVS Motor Company Limited.