

AOG Ride Diaries Bhutan 2019: Terms and Conditions

The "AOG Ride Diaries Bhutan 2019", 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 the ride administered by the Organizer wherein "Apache owners" from across India will join the ride from Siliguri along with their TVS Apache bike. The ride will start from Siliguri to Paro, then back to Siliguri. The ride will start on 18th December 2019 and will end by 28th December 2019. This ride serves to bring to light the capacity of TVS Apache to perform in extreme road conditions and bring joy to the owner. Subject to the eligibility criteria provided hereinbelow, the term "participant" shall refer to the person(s) who will ride the TVS Apache with a valid driving license, RC book, Bike insurance, and Pollution certificate.

- Ride Period: This Ride shall commence on 18th December 2019 from Siliguri and shall continue for 11 days, this period shall hereinafter be referred to as the "Ride Period".

- Participation Fee: The participant shall deposit advance participation fees of Rs. 25,000 (Rupees Twenty-Five Thousand) per individual to participate in the event. The following inclusions shall be provided to the participant for the duration of the ride:
 1. Hotel stay for all nights on double sharing basis.
 2. Breakfast, lunch and dinner will be provided.
 3. Medical assistance will be provided in case of emergency.
 4. Oxygen support will be available.
 5. Towing vehicle support.
 6. The video will be shot for the entire journey.
 7. Knee guards and gloves will be available for anyone who is not carrying them.
 8. A daily periodic check-up on the bikes will be done by trained mechanic and repair will take place in case of any vehicular breakdown. Cost of any parts changed must be covered by the participant.

The Participation Fee does not cover any insurance, risk cover, damages or any type of additional claim. The individual must bear the additional cost for adventure travel & activities separate from the above inclusions.

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

Rules & Regulations

- The ride starts from Siliguri. It is the responsibility of the participants to make all required travel arrangements and transportation of vehicles to Siliguri and report at the designated venue with a fully filled fuel tank. The Organizer or the Sponsor will not bear any expenses regarding the transportation of the vehicle to Siliguri nor will they be liable to provide any vehicle to the participants, in case they have not made arrangements for their vehicles. All the expenses will be borne by the participant before the activity date as published by the Organiser or the Sponsor.
- Your participation in the AOG Ride Diaries Bhutan 2019 is entirely at your own risk. The Organiser or Sponsor is NOT responsible or liable for any injuries you may suffer, fatal or otherwise. Additionally, the Organisers and Sponsors are not responsible for any loss or damage to your property, including your motorcycle, irrespective of the amount of damage that may be caused.
- By participating in the Ride, all participants agree to be competent (i.e. being of sufficient age, mental capacity, 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 an 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 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 for the Ride.

- During the Ride, the Sponsor shall pay only the Labour and Manpower charges for a check-up and basic maintenance of the vehicle. Subject to availability, a service technician or mechanic will carry basic spares for the bikes. Any wear and tear or damage to the bike or its spares required will have to be paid in actual cost (if extra) to the mechanic or service technician by the participants. Damage to the bike of any kind due to any accident/fall or any other reason during the ride will have to be paid by the participant as per the cost incurred for repair.
- The participant shall follow the briefing of the accompanying guide (coordinator). However, the accompanying guide (coordinator) will not ride the bike but will be following the group in a support vehicle only.
- Riding gear is mandatory (helmet, boots, gloves and knee guards). In case there is a pillion, he/she must 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. A reasonable distance is required to be maintained by the participant(s) between his/her vehicle and the participant(s) riding in front.
- Apart from the designated stops on the route plan, there will be no other stops in-between. The participants shall stop only at designated locations unless directed otherwise by the accompanying guide (coordinator). The participant will also carry a copy of the route map and should attempt to memorize the route.
- The Payment fee is for the entire package and there will be no refunds in case any part of the package is not availed.
- The use of alcohol and narcotics during the ride is strictly prohibited. If found, the participant will be sent back without a refund. The participant must not carry any drugs, alcohol, explosives, dangerous articles or weapons during the Ride and must not report the same in an unsafe condition, which includes but is not limited to being under the 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 the 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 fully understands 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. 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. Any ride cancelled by the Organizer will entitle the participants to a 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 schedule 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 aforementioned circumstances and the participants shall not be provided any refund in any 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 a double-sharing basis.
2. The Organiser or Sponsor shall not be made responsible for any debt or obligation which might arise in the 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 to 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 a 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 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 the 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.