

Apache AOG Wanderlust Ride to Leh 2021 : Terms and Conditions

The " AOG Wanderlust Ride to Leh " 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 Organiser') 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 Organiser wherein "Apache owners" from all across India will join the ride from Jammu along with their TVS Apache bike. The ride will start from Jammu till Leh and back to Chandigarh. The ride will start on 19th August 2021 and will end by 3rd September 2021. This serves to bring to light the capacity of TVS Apache to perform in such extreme road conditions and brings joy to the owner's face. Subject to the eligibility criteria provided herein below, the term "Participant" shall refer to the persons, who ride TVS Apache with valid driving license, RC book, Bike insurance and Pollution certificate.

- Ride Period: This Ride shall commence on 19th August 2021 from Jammu and shall continue for 15 days, which period shall hereinafter be referred to as the "Ride Period".

- Participation Fee: The Participant shall deposit an advance participation fee of Rs.30000 (Thirty Thousand) for participation in the said event. The following inclusions shall be provided to the Participant for the duration of the ride:

1. Hotel stays 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. Towing vehicle support
6. Video will be shot for the entire journey
7. Knee guards and Gloves will be provided (In case someone is not carrying by paying charges)
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 personal 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 Jammu. It is the responsibility of the participants to make all required travel arrangements and transportation of vehicles to Jammu and report at the designated venue with filled fuel tank of the vehicle. The Organiser or the Sponsor will neither bear any expense regarding the transportation of vehicle to Jammu 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 AOG Wanderlust Ride to Leh 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 the 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 Organisers 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 full payment of the ride cost.
- During the ride, Sponsor shall pay only the Labour and Manpower charges for the 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 an 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. A 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 Organiser 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 Organiser will entitle the Participants for 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 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 Organiser 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 with 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.
- All the participants will need to present their negative RTPCR report which was taken within 72 hrs of beginning the ride.
- In case RTPCR is positive, TVSM will provide 100% reimbursement of only participation fee to the participant on providing RTPCR report to TVSM.
- Participant would need to follow COVID -19 protocols set by the organizing team throughout the ride without any hesitation.
- From the time of arrival and during the course of the ride, any RTPCR test to be carried out during the ride as per the government regulations will be arranged for additionally while the cost is to be borne by the riders.

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 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 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.

Organiser and Sponsor

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

INDEMNITY

This deed of Indemnity executed on this 19th day of August, 2021 by Mr/Miss/Mrs _____, aged _____ years, residing at _____, in favour of TVS Motor Company Limited, a company incorporated under the Companies Act, 1956 and having its registered office at "Jayalakshmi Estates", No. 29, Haddows Road, Chennai-600006, Tamil Nadu also having its Sales & Marketing Office at 3rd Cross Road, 16th Main, 3rd Block Koramangala, Bangalore, Karnataka – 560034 (hereinafter referred to as "TVSM").

I understand that **AOG Wanderlust Ride to Leh** sponsored by TVS Motor Company Limited ("the Activity") being organized from the 19th August 2021 to 3rd September 2021 and for which the Organiser is "Felicity Integrated Marketing Services" having its office at "B207A, Rajendra Marg, Bapu Nagar, Jaipur 302015" has its dangers and involves risk to my life and limb. I also understand that the Sponsor might conduct Audio Visual Recording/shoot (hereinafter, the 'AV Shoot') for the aforesaid Activity in respect of their brand TVS Apache and the said AV Shoot might feature my vehicle TVS Apache bearing Registration Number _____ which can be used by the Sponsor in any manner on both online and offline mediums including electronic media for advertising and promotional purpose or for other digital media activities as per the requirement of the Sponsor.

I hereby give an undertaking that I am fully competent and have valid permit/license(s) to participate in the Activity; I am fully conversant with the risks associated with motorsports in general and the Activity specifically. I understand and accept that this event is potentially dangerous and uses roads/routes that involve risk – presented as a challenge.

In consideration of being permitted to participate in the Activity, out of my own free will and voluntary act, I, for myself, my personal representatives, heirs, executors, next of kin, spouse and assigns, so agree as follows:

A. I RELEASE, WAIVE AND DISCHARGE the following persons ("RELEASED PARTIES") from any and actions, claims, cost, expenses and demands for my personal injury, my bodily injury, my death and/or my property damage, any claim for libel, slander, piracy, plagiarism, invasion of privacy, etc. in connection with my participation in the Activity, my stay in the respective accommodation allotted to me, my participation with TVSM and Organiser, their administration and sponsorship of the Activity or arising out of the doctrine of strict liability, to the full extent allowed by law. The persons I am releasing, including their owners, instructors, officers, directors, employees, spouses, officials, members, are:

1. TVS Motor Company Limited
2. Each of the person or persons involved or participating in the Activity.
3. Each of the property owners on or over whose property is traversed as part of the Activity.
4. All persons involved, in any manner, in the Activity.

B. I also undertake that for the part of the Activity run on public roads I declare I have the necessary insurance which covers me, my vehicle, passengers and my adventure travel including motorbike riding and thereby absolve TVSM, organisers, promoters and all related personnel from all liability whatsoever.

C. I undertake to bear the sole and absolute liability for loss or damage on account of my bodily injury, my death, or my property damage sustained as a result of my participation in the Activity, my stay in the respective accommodation allotted to me, any claim for libel, slander, invasion of privacy, etc. in respect of my participation in the Activity. Subject to the preceding clause and the clause herein, I/We hereby declare to understand that in case of any dispute arising out of the said event, the same shall be governed by the Indian Laws and wherever the court's intervention is required, the Courts at Chennai, Tamil Nadu shall have the exclusive jurisdiction to adjudicate upon any disputes arising out of this event between the parties.

D. I declare that, I possess the standard competence necessary for an event of this type. I agree and undertake to abide by the Rules and Regulations framed for the Activity including the conditions precedent set out therein and all other Rules and Regulations which may hereinafter be framed.

E. I accept that though every effort shall be made for ensuring my safety during the Activity and to evacuation to nearest medical care after an accident will be undertaken with a medically equipped vehicle with whatever means that are quickest, irrespective of their quality of comfort etc., however, it may not always be possible to undertake the following:

- i. to evacuate me by air ambulance due to any reason whatsoever,
 - ii. to provide advanced surgery and health care facilities on the route itself, as the evacuation to the nearest medical facility may take any number of hours,
 - iii. to stop traffic instantly in order to start an evacuation against oncoming cars / two-wheelers,
 - iv. to guarantee that no oncoming traffic may be the cause of injuries to my person,
 - v. to guarantee safety from terrorist activities/unlawful activities qua incidents,
 - vi. to guarantee that no part of the ride or transport stages may run at night.
- F. I declare that I am not suffering from any bronchial diseases like asthma, hypertension or epilepsy and I am being associated with the Activity after understanding the risks associated with the effects of monsoon, high altitude climates, and long distance travelling and I accept any/all risks and resultant consequences thereof.

G. I also understand that the consumption of alcohol and/ or psychotropic substances are not permitted during the Activity period and I agree to be excluded from the event if found, during the actual running of the event, to have consumed the above. Further, I understand that the consumption/possession of above mentioned substances is illegal and extremely harmful throughout the Activity terrain and can lead to/ aggravate the onset of sickness which may even cause death.

H. I VOLUNTARILY ASSUME ALL RISKS, KNOWN AND UNKNOWN, OF PERSONAL INJURY, BODILY INJURY, DEATH OR PROPERTY DAMAGE CONNECTED WITH MY PARTICIPATION IN THE ACTIVITY HOWSOEVER CAUSED, EVEN IF CAUSED IN WHOLE OR PART BY THE ACTION, INACTION, OR NEGLIGENCE OF THE RELEASED PARTIES.

I HAVE READ, UNDERSTAND, AND AGREE TO THE ABOVE WAIVER AND ASSUMPTION OF RISK AGREEMENT.

Place: _____

Date: _____

Witness Signature: _____

Witness Full Name: _____