## Terms & Conditions (T&C)

- The participant should be a resident of India.
- Maruti Suzuki India Limited has the full discretion to disqualify any participant misbehaving / indulging in offensive / obscene / hurtful acts.
- Maruti Suzuki India Limited reserves the right to change dates or conditions of the road trip as per their discretion, but the same shall be informed to the participants well in advance.
- The registrations are open from 7<sup>th</sup> June 2019 10<sup>th</sup> July 2019.
- The route map is broadly identified from Mumbai to Nashik.

# BY PARTICIPATING IN THIS ROAD TRIP, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREED TO THE TERMS AND CONDITIONS HEREIN

#### A. General Terms

- a. **Maruti Suzuki Experiences** (the 'Event') is **not a race** or time trial. Participants must not compete at any level with each other or other road users. Anyone found indulging in this act will be disqualified immediately from the event, and no refund will be made.
- b. All members must understand the nature of activities involved in the adventurous trip. While MSIL (the Event organizer) would provide necessary safety measures to the extent possible, it is the responsibility of every member for his/her safety. Participation in the event would be sole discretion of the member, MSIL accepts no responsibility whatsoever.
- c. With regard to adventure, the decision to include / exclude any individual solely rests with the event organizer. The event organizer or any of its partners will not be held responsible for any untoward incident that may occur.
- d. Wherever a Group Booking is made, all persons booked under the lead name of the booking agree to the Terms & Conditions set out here.
- e. Only a **Maruti Suzuki Brezza**, **Swift or Baleno** car shall be driven in the expedition. A vehicle with reliable mechanical systems, good brake, tyre and battery condition, is recommended. All vehicles must be individually licensed / officially permitted for the road and comply with the legal requirements of cars used on public roads in India. A Letter of Authority for the use of the vehicle must be produced from the owner of the vehicle in case the owner is not a member of the crew. It is compulsory for the vehicle to have a valid comprehensive insurance coverage policy.
- f. The accompanying service team will be only responsible for fixing the vehicles on the spot that too under normal circumstances, discounting any natural calamity, etc. if possible. Any further delay or repair work will be undertaken by the participant at his cost.
- g. You cannot participate in any other vehicle than the brand specified.

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- h. If a vehicle is bound to go off route as per the owner's / participating team's discretion, the event organizers reserve the right to disqualify with no refund from that point on.
- i. Accommodation / lodging & boarding, venues etc. are subject to change without prior notice.
- j. In case of medical assistance required by a participant, the accompanying medical team will try and provide the necessary support within their means and the medical supplies and equipment available with them, subject to the participant continuing to remain with the convoy. The medical team may take a decision to transport the participant to the nearest appropriate medical facility, using any terrestrial or aerial means. Decisions will be based only on the medical aspect and the respect of the health regulations in vigour, either to hospitalise the participant in a nearby medical facility, before envisaging transport to the nearest hospital/facility at the nearest town. The information of the patient's regular doctor, often important, may help the medical team to make the most opportune decision. In this regard, it is expressly stated that the final decision concerning the medical interests of the participant, rests with the medical team. In case where the participant refuses to follow the decision considered as the most opportune by the medical team, they discharge the event organizers of all responsibility, notably in the case where the participant returns by his/her own means or in the case where the participant aggravates his/her own health. They may, therefore, not make any claim to be refunded any expenses incurred. If the health of the participant causes, in the conditions indicated above, the medical team to decide to transfer them or repatriate them, the event organizers will assume the task of transport. In such an event, the cost of the transportation will be borne by the participant. This transport may be done by all appropriate means (local vehicle, officials vehicle, light medical vehicle, ambulance, scheduled flight, ambulance plane), and if necessary (& possible) under medical surveillance. Only the medical interests of the participant and the respect of current health regulations will be considered when choosing the means of transport used. All medical costs incurred (consultation, medication prescribed by a doctor or a surgeon, medical costs decided by the medical team), except the medical assistance by the accompanying medical team, shall be borne by the participant.
- k. The safekeeping of the participant's vehicles will remain the sole responsibility of the participants. In case of a breakdown in the participant's vehicle, the accompanying service team will try to carry out possible repairs within their means and the spares and equipment available with them, subject to the participant's vehicle continuing to remain with the convoy. In case of a major breakdown that cannot be repaired, the event organizers will use their best efforts to arrange for a recovery vehicle to transport the participant's vehicle to the nearest point where repair facilities may be available. In such an event, the cost of the recovery vehicle will be borne by the participant. The event organizers will not be under any obligation to arrange for alternate vehicles or transportation for the participants to continue in the expedition and no request for refund of charges for the remaining journey will be entertained.

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- 1. All participants are responsible for calculating the fuel range of their vehicles and must refuel their vehicles at the commercial fuel pumps en route.
- m. The event organizers shall not be responsible for any delays or alterations in the programme or expenses incurred - directly or indirectly - due to natural hazards, accident, mechanical breakdowns, weather, sickness, landslides, political closures or any untoward incidents.
- n. Other than the personal accident insurance coverage, the event organizers will not take any insurance policy covering any other risk. Participants are advised to seek their own insurance coverage if they feel appropriate. All baggage and personal property/s at all times will be at the participants' risk & responsibility, and participants agree that organizers will not be in a position to guard or protect their belongings at any time.
- o. All adventure sport activities would be conducted under the supervision of professionals. Decision to participate in any adventure sports-related activity is basis the sole discretion of the participant. Similarly, the event organizers can't be held liable for any unfavourable incident arising out of the participation in any such activity.

#### **B.** Participation

- a. This event / expedition are only open for brand owners of Maruti Suzuki Swift, Brezza & Baleno.
- b. Members can register for the expedition by paying the applicable charges in full and completing the related documentation as specified in the registration form. Registrations will be closed on 10<sup>th</sup> July 2019 or once 25 vehicles have been registered on first-cumfirst-serve basis, whichever is earlier. Failure to complete the documentation in advance of the departure date will result in cancellation of the registration.

#### C. Age Bar

a. Adults of age group between 18 and 55 years are advised for the event.

#### **D.** Registration Fee

a. Registration fee must be paid within the deadlines quoted above, post which no member would be allowed to participate in the event. The registration fee does not include any personal expenses during the event, such as fuel, highway tolls, fines, repairs, and other expenses like use of mini bar/laundry services/food & beverage consumption other than or over and above as planned for the event at the location of accommodation or during the travel plus costs or other expenses of any kind.

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b. An amount of INR 7500- would be charged for 2 persons. Solo participants will be charged INR 4500/-. The detailed grid is below-

Participant	Cost ( INR)
Solo Participant	4500
For 2 people	7500
Any Additional Person	3750
Child	
0-5 Years	No Fee
Above 5 Years till 10 Years	2500
Above 10 Years	3750

- c. The charges specified above are for each member in the participating vehicle and includes accommodation on double/triple sharing basis along with breakfast, lunch and dinner at the specified halts and night halts, leisure & other activities like adventure sports, ambulance and service support and equipment.
- d. At no point, the event organizer shall be serving alcohol. Neither is it advised to consume alcohol during the expedition to ensure health, safety and wellbeing of the participants.
- e. The fee can be paid through payment gateway the link of which will be provided to the customer after confirming their interest in participation. The payment on the gateway can be made through credit card / debit card / net banking. Once the payment is done, a confirmation email will be sent out.

## E. Mandatory Documents

- a. Complete Registration Form
- b. Copy of Vehicle Registration Certificate
- c. Signed Indemnity, Waiver & Declaration Form for every participant
- d. Signed PA Policy Form
- e. Authority letter from owner of the vehicle (Only if owner is not a participant)
- f. Copy of Insurance Policy of the vehicle
- g. Copy of Driver's License (for every participant who would drive during the event)
- h. Copy of Passport / Voter ID for every participant
- i. One (1) photograph of each participant with names written at the back of photographs. Alternatively, a scanned version of the photograph for each participant can be e-mail at <a href="mailto:experiences.expedition@Maruti.co.in">experiences.expedition@Maruti.co.in</a>
- j. Medication policy for each individual

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It is the sole responsibility of the participants to ensure that their documents are in order. They must be valid from the beginning up to, and including, the last day of the event.

#### F. Decals/Vehicle Branding

The members agree to have Maruti Suzuki Expedition theme and official event stickers placed on their vehicles at all times during the event. All stickers are non-permanent, easy to remove and will not leave any marks on your vehicle, if removed carefully. The event organizers are, therefore, not responsible for any claims of damage to your vehicle as a result of applying or removing such stickers.

#### G. Local Law

All participants must drive safely and at all times must obey the specific regulations for each city visited. This includes (but is not limited to) speed regulations, highway laws, vehicle safety laws and laws relating to the possession or use of alcohol or drugs.

#### H. Accommodation

Every Car shall be provided a double occupancy room. In case of an additional person, extra bedding would be provided. One room will be allotted to each registered member.

#### I. Code of Conduct

All participants must conduct themselves responsibly, and in an appropriate manner at all times. The consumption of alcohol, narcotic, psychotropic and other similar substances are not permitted on MSIL expeditions and will be excluded immediately from the event with no refunds. Hence, you are not allowed to consume alcohol whilst driving, drive whilst under the influence of alcohol (or any other intoxicating substance) or drive if your ability to do so safely is compromised by illness, lack of adequate rest, or any other condition. Any illegal behaviour will result in the cancellation of your participation without refund.

#### J. Refunds

If you fail to complete any part of the route or are unable to continue at any stage of the event, you will not be entitled to a refund.

However, you may claim for refund in case you wish to cancel your participation before the event as per the following timelines.

Date	Amount Deducted/person
From 17 <sup>th</sup> June'19 till 24 <sup>th</sup> June'19	INR 1500 Per Person
From 25 <sup>th</sup> June'19 till 1 <sup>st</sup> July'19	INR 2500 Per Person
From 2 <sup>nd</sup> July	No Refund



Participant(s) must call on 0124-6705479 or e-mail to inform about any cancellation(s).

### **K. Schedule Changes / Cancellation**

The event organizers reserve the right to either change the event schedule or cancel the event at any time. The payment, in such case, shall be credited to your account in two-three business weeks' time. The organizers reserve the right to postpone/cancel the event due to weather, natural calamities or any other reason not fit to hold an event.

## L. Image Rights

All participants consent to be photographed, and to be included in any filming of the event. You consent to the use of your name, image, likeness, voice and biographical material in connection with any and all footage, publicity, social media and related promotional material. Participants are entitled to take photographs and film footage with their own cameras of the event for non-commercial purposes only.

## M. Force Majeure

The event organizer cannot accept liability or refund money if the event has to be amended or cancelled due to any circumstances outside our control or that we could not foresee or avoid. Such as (but not limited to) war, threat of war, riot or civil unrest, terrorist activity, industrial disputes, natural disasters, adverse weather conditions or traffic delays. Neither can the event organizers be held responsible if certain attractions change their opening time or are closed.

## N. Indemnity

The participant(s) indemnify and agree to keep indemnified and hold Maruti Suzuki India Limited and its dealer-partner harmless from and against all claims and all direct losses, liabilities, obligations, damages, expenses and costs (including without limitation reasonable legal fees) brought against or suffered by Maruti Suzuki India Limited or any of its respective officers, directors, employees or agents, dealer-partners resulting from, arising out of or relating to:

- a. A breach or non-performance of any law, rule, regulation, notification or other statutory or legal provisions or requirements by the participant(s); or
- b. Participant's wilful misconduct, fraud or negligence.

#### O. Jurisdiction

The courts at New Delhi shall have exclusive jurisdiction to resolve disputes arising out of this event.