

The Jeep Trails – The Twilight Quest-Goa

TERMS AND CONDITIONS

- 1) **“JEEP TRAILS”** is a signature program exclusive for Jeep Owners presented by FCA India Automobiles Private Limited (“FCA India”) aimed as a Pan-India community building initiative by FCA India. **The Jeep Trails – The Twilight Quest-Goa**, is a continuation of Jeep India’s responsible adventure program, where Jeep Owners get together along with our adventurers and naturalists to enjoy the pristine forests.

The Trails is governed by the following Terms & Conditions:

- 2) **Definitions:**

- A) **“Program”** means **The Jeep Trails – The Twilight Quest-Goa** program for Jeep Owners presented by FCA India.
- B) **“Primary Participant”** means the Jeep owner who has agreed to attend the program in accordance with the terms and conditions mentioned herein.
- C) **“Secondary Participant”** means those participant(s) who are accompanying the Primary Participant during the program.
 - 1.1) **“Primary Participant and Secondary Participant(s)”** are hereinafter together referred to as **“Participants”**.
 - 1.2) **“Promoter”** means Agency Partners engaged by FCA India.
- 3) Primary Participant must be a Jeep owner.
- 4) **The Age bar for Primary Participants** attending the program is **18 years and above. (Participants are requested to consult their doctor or make them fully aware of the risk and danger involved in high altitude travel and then make their decision of travel)**
- 5) Each Primary Participant can bring a maximum one (1) adult **“Secondary Participants”**. Children of all age group are welcome provided parental consent and indemnity signed for minor must be produced.
- 6) Participation into this Program is at Participant’s own, independent, sole, absolute discretion & risk.
- 7) It is the Primary Participant’s responsibility to ensure that anyone driving the vehicle at any point of time possess a valid Driver's License issued by the Government of India or any State or Union Territory.
- 8) The participants should carry all the documents pertaining to vehicle ownership and registration for their respective vehicles and at least one identity proof of each accompanying member.
- 9) All participants are required to operate the Vehicle as per Instructor’s briefing and guidelines and should adhere to time schedules of the program and follow all the Convoy Drive rules.
- 10) During the entire program, participants are required to follow the instructions provided by the instructor and shall not partake in rash driving or racing, drag racing or any other kind of competitive purposes during the program.

- 11) The Participants shall not operate the Vehicle in violation of any law, ordinance, or regulations as prescribed by government of India.
- 12) Operation of the vehicle under the influence of any drug or alcohol is strictly prohibited.
- 13) The Participant represent that he or she has not been convicted of driving while intoxicated, reckless driving or any other crime associated with the operation of a motor vehicle, resulting in the suspension of his or her driver's license during the past two (2) years. The Participant understands that failing to disclose past convictions is in violation of this agreement and will result in immediate termination from the Program and could result in legal action by the Promoter, venue owner and FCA India against the Participants.
- 14) All participants are aware of all applicable laws of the land including but not limited to sexual harassment and agrees that he/she will adhere to such laws and rules made thereunder.

COVID 19 MANDATES & TERMS & CONDITIONS

- 1) Every participant attending the Program must have taken at least two (2) dose of vaccination and should produce a valid vaccination certificate issued by the Government of India
- 2) Face masks are optional, but precaution is necessary throughout the entire trail.
- 3) All participants must comply to the regulations set out by the regulatory bodies, Central & State Governments & local bodies (Wherever applicable)

INDEMNITY AND LIABILITY

- 1) The primary participant shall be solely held liable for ALL FINES OR PENALTIES IF ANY IMPOSED UNDER ANY LAW, ORDINANCE OR REGULATIONS for the time being in force against his/her Vehicle or against the secondary participants during operation of his/her Vehicle in the Program.
- 2) In the event of any accident or damage, loss to third Party resulting in, Death or injury of any kind to self or co-Participants or any third party during the Program, the participants shall comply with all formalities as are required under the applicable laws and keep the Operating Agency, Promoter, venue owner and FCA India indemnified against any kind of harm or loss or responsibility.
- 3) The Participant (s) understand and agree that he or she will be held responsible for all liability, loss and damage to promoter, venue owner and FCA India incurred because of any breach of terms and conditions by the Participants. Promoter, venue owner and FCA India' insurers shall have the right of subrogation against the Participants and any other party or parties responsible for such liability, loss or damage.
- 4) It is responsibility of the primary participant that he or she along with all secondary participants being inside the vehicle shall refrain from drinking any sort of alcoholic beverages while being inside the vehicle during the program.
- 5) The Participant agree that he or she will refrain from using a cell phone while driving the vehicle during the Program.
- 6) The Participants agree that PETS OR ANIMALS ARE NOT ALLOWED in this Program.

- 7) All participants understand and agrees that while the vehicle is being driven it is compulsory for all the occupants of the vehicle to properly fasten and secure their seat belts within the Program.

FEE INCLUSIONS AND EXCLUSIONS

- 1) Participants are aware that the fee towards the Program is being paid by them to a Third-Party vendor organizing this Program as appointed by FCA India.
- 2) Participants are aware that the mere payment of the Program fees alone does not guarantee their place into this program unless the booking is confirmed in writing, and the confirmation of participation will be on a first come first serve basis.
- 3) The Booking of this Program is and shall not be saleable or transferable at any point of time.
- 4) Participation fees, as communicated separately, shall include costs of accommodation, F&B & adventure activities.
- 5) The participation fee is a per person cost fee exclusive of GST.
- 6) Children below age of 6 year are eligible for free entry.
- 7) Children between 6-10 years will be charged 50% fee of an adult.
- 8) Children aged 11 and above will be considered as adult and will be charged accordingly.
- 9) The Fee shall be inclusive of 3 days & 2 nights, including buffet breakfast, lunch, and dinner with a fixed menu for the entire length of the Program.
- 10) Outdoor lunch and dinner along with bonfire is included in the itinerary.
- 11) Service back up team of Mopar technicians shall accompany the participants and carry out repair if required to the best of their capability keeping the limitation imposed by the terrain and the climate and the extreme nature of the heights.
- 12) Medical support in the form of paramedics and basic medication and oxygen cylinders shall form part of the Program.
- 13) The Fee is exclusive of the following.
 - Alcohol & beverages consumed during the Program, Convoy drive.
 - Costs incurred for Vehicle Transport to the Program and during the Program viz, Fuel, Toll, Inner line permits, Incidentals, Repairs, Fines, and other Surcharges.
 - Costs towards Vehicle Repair or Maintenance if any incurred prior, during or after the Program.
 - Cost of transporting damaged vehicle to the nearest dealership if the vehicle suffers unreparable damage on site.
 - Individual insurance costs of participants and vehicle.
 - Costs towards previous medical ailments or conditions of the participants.
 - Hospitalization cost if any.
 - Personal expenses and additional purchases/stay undertaken by participants other than or over and above what is planned for the Program at the location of accommodation or during the travel, plus costs or any other expenses of any kind.

CANCELATION POLICY

- 1) Participants acknowledge that this program is designed and customized for the identified Participants only, and therefore booking amount that is 100 percent of fee is nonrefundable in the event of cancellation of booking by the participant for any reasons whatsoever.
- 2) Participants are aware that the payment can only be refunded in case if FCA India allows and finds exact number of other participants to participate in the Program.
- 3) In the scenario of possible refund, Participants shall be notified about the refund and the money will be refunded within Thirty (30) days from the date of formal cancellation intimation. In case the participation is withdrawn by primary participant:
 - Before 20 days only 50% of amount will be refunded.
 - Before 10 days only 25% of the amount will be refunded.
 - Before Less than 10 days no refund will be made.
- 4) No refund shall be provided for any unexpected, unplanned, and sudden early departure by the participant.
- 5) No refund can be given for any unutilized service for any reason(s) what-so-ever including ill health, roadblocks, natural calamities or any other reason beyond control.

OTHER CONDITIONS

- 1) These Terms and Conditions shall be applicable on all Participants' successors and permitted assigns.
- 2) Each of the Participants agrees that any photographs, voice recordings or videotaping conducted during Program can be used by FCA India, and their affiliates, dealers in whole or in part worldwide in perpetuity in all media now known or hereafter developed for any purposes whatsoever (including, without limitation, advertising, promotion, commercial or & informative) and without any compensation.
- 3) The Participants have read and understood these Terms and Conditions clearly each of whom represents and agrees their participation in the Program is entirely their independent choice as already stated herein.
- 4) Each of the Participants are aware of the danger involved in the Program and the risk associated with driving on mountain roads at high altitude.
- 5) Each of the **Participants** hereby agrees to indemnify and hold harmless Drive Agency ,promoter agency, venue owner and **FCA India** and its parent and affiliated companies, distributors, agents, assigns and licensees and the respective shareholders, directors, officers, employees and agents of each of the foregoing from and against all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, charges and expenses, including without limitation, fees and expenses of legal counsel and expert

witnesses, which may be imposed upon or incurred by or asserted against directly or indirectly, or any of them, by reason of actual or alleged bodily injuries, death, property damage or any other damages resulting from or occurring during participation in the **Program**.

- 6) **FCA India** reserves the rights to cancel, delay or postpone the Program as per FCA India's own sole and absolute discretion. **FCA India** reserves the right to modify or amend these Terms and Conditions for betterment of this Program as mentioned on websites of (www.jeep-india.com, www.jeeptrails.in and www.thejeeplife.in) at any time and without notice. All participants shall abide by these modifications as available on the aforesaid websites.
- 7) All Participants hereby agree to abide by these terms and conditions. Further all participants understand that in the case of gross negligence, willful misconduct and non-adherence to the rules, guidelines, laws, instructions, and briefing will constitute a breach of these Terms and Conditions and will result in their immediate termination from the Program and could result in legal action by the Promoter, venue owner and FCA India against the Participants.
- 8) These Terms and Conditions shall be governed by Indian laws and any dispute arising between FCA India and the Participants will be subject to jurisdiction of Mumbai courts only.