

The Jeep Trails – Zanskar Valley Summit

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 – Zanskar Valley Summit**, sees the 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:**
- 3) “Program” means **The Jeep Trails – Zanskar Valley Summit** program for Jeep Owners presented by FCA India.
- 4) “Primary Participant” means the Jeep owner who has agreed to attend **The Jeep Trails – Zanskar Valley Summit** as per the terms and conditions herein.
- 5) “Secondary Participant” means those participant(s) who are accompanying the Primary Participant during the **The Jeep Trails – Zanskar Valley Summit**.
 - 1.1) “Primary Participant and Secondary Participant(s)” are hereinafter also referred to as “Participants”.
 - 1.2) “Promoter” means Agency Partners on record.
- 6) Primary Participant needs to be a Jeep owner.
- 7) **The Age bar for Primary Participants** attending the **The Jeep Trails – Zanskar Valley Summit is 18 years and above. (Participants are requested to consult their doctor or make them fully aware of the risk and danger involved high altitude travel and then make their decision of travel)**
- 8) Each Primary Participant can bring a maximum one (1) adult “Secondary Participant”. Child???
- 9) Participation into this Program is at Participant’s own, independent, sole and absolute discretion.
- 10) It is the Participant’s responsibility to ensure anyone driving the vehicle at any point of time shall possess a valid Driver’s Licenses issued by the Government of India or any State or Union Territory.
- 11) The participants are responsible for carrying all the reverent vehicle ownership and registration documents for their car and at least one identity proof of each member of the car.
- 12) Participants will operate the Vehicle as per Instructor’s briefing and guidelines and time schedules of **The Jeep Trails – Zanskar Valley Summit** and follow all the Convoy Drive rules.
- 13) During the entire Program, Participants will drive his/her car under instructions by the instructor and shall not partake in rash driving or racing, drag racing or any other competitive purposes during the route of the **The Jeep Trails – Zanskar Valley Summit**.
- 14) The Participants will not operate the Vehicle in violation of any law, ordinance or regulation.
- 15) Operation of the vehicle under the influence of any prohibited drug or alcohol is forbidden

- 16) The Participant represents 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 Participants 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.
- 17) 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 **The Jeep Trails – Zanskar Valley Summit** must have taken at least two (2) dose of vaccination and they should also produce a valid vaccination certificate by the Government of India
- 2) Face masks are not mandatory, but precaution is necessary throughout the entire trail
- 3) All participants must comply to the regulations of COVID 19 set out by the regulatory bodies, Central & State Governments & local bodies (Wherever applicable)

INDEMNITY AND LIABILITY

- 1) The Participants alone will be liable for, and will hold promoter, venue owner and FCA India harmless from, ALL FINES OR PENALTIES IF ANY IMPOSED UNDER ANY LAW, ORDINANCE OR REGULATIONS against his/her Vehicle or against the Participants during operation of his/her Vehicle during the **The Jeep Trails – Zanskar Valley Summit** Program.
- 2) In the Program, any accident or damage, loss to third Party which may result in, Death or injury to self or third party or co-Participants, the concerned parties will comply with formalities required under the applicable laws and keep the Operating Agency, Promoter, venue owner and FCA India indemnified against any kind of harm or losses or Responsibility.
- 3) The Participants understand and agree that he or she will be responsible for all liability, loss and damage to promoter, venue owner and FCA India incurred as a result of any breach 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) The Participants represents that he or she and all Secondary Participants in the Vehicle will not drink alcoholic beverages while inside the Vehicle during the **The Jeep Trails – Zanskar Valley Summit** Program.
- 5) The Participants agrees that he or she will refrain from using a cell phone while operating the vehicle.
- 6) The Participants agrees that PETS OR ANIMALS ARE NOT ALLOWED in this Program.
- 7) Participants understands and agrees that all occupants of the vehicle must use their seat belts properly at all times.

FEE INCLUSIONS AND EXCLUSIONS

- 1) Participants are aware that the fees 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 participation 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 fees is a per person cost fee without GST.
- 6) The Fee will be for 3 Nights, 4 Days along with buffet breakfast, Lunch and dinner with a fixed menu for the entire length of **The Jeep Trails – Zanskar Valley Summit**
- 7) Outdoor lunch and dinner along with bonfire will be included in the itinerary
- 8) Service back up team of Mopar technicians will travel with **The Jeep Trails – Zanskar Valley Summit** 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.
- 9) Medical support in the form of paramedics and basic medication and oxygen cylinders will be part of **The Jeep Trails – Zanskar Valley Summit.**
- 10) The Fee does not include the following
 - Alcohol & beverages during the Program, Convoy drive.
 - Costs incurred for Vehicle Transport to **The Jeep Trails – Zanskar Valley Summit** and also during the **The Jeep Trails – Zanskar Valley Summit** 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 **The Jeep Trails – Zanskar Valley Summit**
 - Cost of transport of damaged Vehicle to the nearest Dealership if the vehicle suffers unrepairable damage.
 - Individual insurance costs of *participants* and vehicle.
 - Costs towards previous medical ailments or conditions.
 - Hospitalization costs.
 - Personal expenses and additional purchases/stay undertaken by participants other than or over and above what is planned for the **The Jeep Trails – Zanskar Valley Summit** at the location of accommodation or during the travel, plus costs or any other expenses of any kind.

CANCELATION POLICY

- 1) Participants are aware that this Program will be designed and customized for the identified Participants, and therefore, booking amount which if 100 percent of fee will not be refunded 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 if FCA India allows and finds exact number of other Participants to participate.
- 3) In the scenario of possible refund, Participants shall be notified and post notification the money will be refunded within Thirty (30) days.
 - If before 20 days only 50% refund.
 - If before 10 days only 25% refund.
 - Less than 10 days no refund will be processed.
- 4) No refund is applicable for unexpected and unplanned early departures.
- 5) No refund can be given for any unutilized services for any reason(s) what-so-ever including ill health, road blocks, natural calamities or any other reason beyond our control.

OTHER CONDITIONS

- 1) These Terms and Conditions shall insure to Participants' successors and permitted assigns.
- 2) Each of the Participants agrees that any photographs, voice recordings or videotaping of them during Program may be used by FCA India, and their affiliates, dealers in whole or in part worldwide in perpetuity in any and all media now known or hereafter developed for any purposes whatsoever (including, without limitation, advertising, promotion, commercial or & informative) and without further compensation.
- 3) The Participants have read and understood these Terms and Conditions clearly each of whom represents and agrees their participation in the **The Jeep Trails – Zanskar Valley Summit** is entirely their independent choice as already stated herein.
- 4) Each of the Participants are aware of the danger involved in the **The Jeep Trails – Zanskar Valley Summit**. 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. You will be bound by these modifications as available on the aforesaid websites.

- 7) **Participants** hereby agree to abide by these terms and Participants are aware 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 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.