

TERMS AND CONDITIONS:

MOUNTAIN GOAT, (referred to as "Organiser") is organising and managing the Event to host self-driving expeditions using Skoda vehicles (referred to as "Experience / Event") and associated activities, operating on a turnkey basis. Skoda Passenger Cars, a division of Skoda Auto Volkswagen India Private Limited (referred to as "SKODA INDIA") is only a facilitator for this Experience.

GUEST:

The below mentioned terms and conditions govern the relationship between you, the participant in the Experience, referred to as "Guest" or "you", Organiser and SKODA INDIA. By registering for the Experience and making a payment of the agreed amount (referred to as "entry fee") to the Organiser, you agree to be bound by these Terms and Conditions:

- Organiser handles bookings related to Experience but doesn't act as an agent for any party. The Organiser collaborates with independent third parties like tour operators, hotel companies, transportation companies, and ground operators for supplying goods and services (referred to as "third party suppliers") to Guest. These third-party suppliers aren't employed by or affiliated with Organiser or SKODA INDIA. Therefore, each Guest acknowledges that Organiser and SKODA INDIA doesn't manage, control, or supervise the goods or services provided by these third-party suppliers and isn't liable for any acts or omissions, including negligence, on their part. Guest accepts that Organiser and SKODA INDIA isn't responsible for any injury, loss, damage, delay, or death, or property loss or damage caused by these third-party suppliers. Guest is subject to the terms and conditions set by these third-party suppliers.
- The payment related to the Experience is being collected by the Organiser and Skoda India cannot be held liable for any issues related to this transaction. The issues related to payment and refunds if any, will be addressed by the Organiser directly.
- Similarly, Guest understands that SKODA INDIA is not involved in organizing Experience and doesn't manage, control, or supervise the Organiser or third-party suppliers. SKODA INDIA is not liable for any acts or omissions, including negligence, on the part of the Organiser or third parties, or for any deficiency in the Experience or defects in the goods/services provided. By participating in Experience and utilizing the goods/services of third parties, each Guest agrees that SKODA INDIA shall not be held liable for any injury, loss, damage, delay, or death, or property loss or damage caused by the Organizer or any third-party suppliers.
- Organiser have diligently selected the best available hotels for the comfort and convenience of the Guest, prioritizing the itinerary and based on thorough internal assessment.
- Guest has voluntarily participated in the Event at its sole discretion. While the Organiser strive to ensure the provision of services by the hotel, they act as intermediaries between the Guest and the hotel. The Organiser do not assume responsibility for any inadequacy, deficiency, or negligence in the services provided by the hotel. Complaints regarding hotel services should be directly addressed to the hotel management; the Organiser do not entertain such grievances.
- Guest are responsible for any damage caused to the hotel property due to their actions, whether deliberate or negligent or by accident, in accordance with the hotel's policy.

The extent and cost of the damage will be determined by the hotel management, and the Organiser will not intervene in this process.

- The menu for all meals will be pre-determined according to the package.
- The Organiser / hotel may change the menu without prior notice if circumstances require. Guest who does not avail themselves of offered meals for any reason cannot claim reimbursement for the meals paid by themselves or towards unused meals.
- The Organiser retain the right to cancel Experience for any reasons. In such instances, Guest will be promptly notified at least one week before the scheduled start, and any payments made towards the Experience will be reimbursed within 14 working days from the date of cancellation of Event. The Organiser shall not be held liable for any expenses incurred by Guest in preparation for the Experience or for any other travel arrangements made by them.
- In the event of itinerary changes beyond the Organiser's control following the commencement of the Experience, Guest will be informed accordingly. Such alterations will be made with consideration for Guest convenience, safety, and comfort. The Organiser disclaim any responsibility for any subsequent losses incurred by Guest due to such changes.
- Organiser shall not be liable for delays, alterations in the itinerary, or incurred expenses, whether directly or indirectly, due to natural occurrences, accidents, mechanical failures, adverse weather conditions, illness, political disturbances, local regulations, traffic congestion, medical emergencies, or unforeseen incidents. They reserve the right to claim additional expenses arising from delays or itinerary alterations, regardless of the cause.
- Furthermore, the Organiser reserve the right to amend, alter, vary, or withdraw any advertised departure or excursion, change the order of visitation, or substitute a hotel without prior notice if deemed necessary.
- If a Guest misses any scheduled activity due to their own acts or omissions then Organiser shall not be obligated to refund any payment for said activity.
- Guest must adhere strictly to the prescribed timetable for the completion of Experience within the designated schedule. Any missed sightseeing schedules due to Guest delays or other reasons will not be refunded under any circumstances.
- A Skoda Vehicle ("Vehicle") owned by SKODA INDIA, shall be made available to the Guest for self-drive during the Experience on complimentary basis. SKODA INDIA maintains ownership of the Vehicle, and Guest must not engage in any activities conflicting with SKODA INDIA's ownership rights or interests.
- The Vehicle is not intended for hire, purchase, or reward. This document does not constitute a hire-purchase agreement, rental agreement, agreement for hire, reward, or any other arrangement implying financial gain for SKODA INDIA or Organiser from Guest use of the Vehicles. The agreed amount payable by Guest is only towards the food and lodging expenses incurred during the Event. However, the vehicle is provided for driving on complimentary basis for Experience purpose. The payment shall be made directly to Organiser by Guest and SKODA INDIA plays no role with respect to payment obligations between the Guest and the Organiser.

ITINERARY:

- Guest has to make their own arrangements for their travel including all other cost till the start of the Experience and after the end of the Experience. Organiser reserves the

right to make changes to the itinerary for reasons they deem appropriate, without prior permission or notice to Guest. In the event of such changes, Guest will be promptly informed before the commencement of the Experience. The Organiser shall not be held responsible for any expenses incurred by Guest in preparation for the Experience or for any other travel arrangements made by them.

- Guests are required to adhere to the itinerary and route instructions provided by the Experience coordinator while using the Vehicle.
- Guest must ensure that he/she possesses a valid driving license for passenger vehicle category, and the same is not expired, suspended or cancelled and not subject to official driving ban by Government Authorities and has at least one year of driving experience, to operate the Vehicle during the Experience. The original driving license along with Government identity proof in originals must be carried and presented before the Experience begin.
- The Vehicle must be driven in a safe and responsible manner at all times, complying with all relevant road traffic laws and regulations, including but not limited to the Motor Vehicle Act 1988 and Central Motor Vehicle Rules 1989. This includes ensuring that no one drives under the influence of alcohol or drugs.
- Guest and their fellow passengers must wear seat belts at all times while the Vehicle is in motion and keep all windows closed. They are required to obey traffic rules at all-time including speed limit rules as signified during the Experience.
- Guest must adhere to the mask-wearing regulations mandated by the central and relevant state governments, if any.
- Smoking is prohibited inside the Vehicle for Guest and their fellow passengers.
- Active safety features of the Vehicle must not be disengaged by the Guest.
- Guests agree to the recording of driving conditions when the Vehicle is equipped with a dash cam. This information may be disclosed to third parties as necessary to resolve accidents or other issues involving the Vehicle. Dash cam recordings will be saved for a certain period and then deleted.
- When the Vehicle is left unattended, Guest must ensure it is securely locked, with keys removed, alarm activated, parked at safe place, and all reasonable precautions taken to prevent theft or damage.
- Guests are responsible for paying fines, charges, penalties and all civil and criminal liabilities resulting from offenses related to the use of the Vehicle. SKODA INDIA and Organiser may, in exceptional circumstances, make payment to avoid escalation and penalties resulting from late payment, but Guest remain fully responsible for reimbursing these amounts to Organiser or SKODA INDIA, as the case may be.
- Guests are liable for any loss or damage to the Vehicle resulting from misuse. Any costs not covered by insurance are payable by the Guest.
- The insurance cover may be invalidated if the Vehicle is intentionally damaged or lost, misused, or neglected while in the Guest's possession. In such instances, Guest shall indemnify SKODA INDIA and Organiser for any costs, losses, or expenses incurred.
- In the event of a breakdown of the Vehicle during the Experience that cannot be repaired, the Organiser will arrange transportation for Guest to continue with the Experience. However, they are not obligated to provide an alternate vehicle, and no refunds for the remaining Experience will be provided.

- If you are found using someone else's Gearhead ID during registration , you will be bound to pay full registration amount exclusive of the discount during the commencement of the drive

CONDITIONS OF PACKAGE:

- These conditions apply to every Guest who books the package for the Experience with the Organiser.
- The participation for the expedition drive is on first come first serve basis. Customers who complete the payment process on the website first will be eligible, since the drive has limited participation.
- Organisers and SKODA INDIA are fully authorized to issue directives. Guest must strictly adhere to all instructions to ensure their safety and the safety of others, and to prevent any damage to property. Any deviation from the instructions may pose potential dangers, and the Guest responsible for such disobedience will be held liable for any resulting loss, injury, or damage to other Guest. Breaches may result in expulsion from the Experience.
- Guests are prohibited from consuming alcohol during the Experience and from driving under the influence of alcohol, drugs, or any other substances impairing their ability to drive. Organiser and SKODA INDIA has the authority to take necessary actions in the event of a Guest violating any rules.
- Guest must adhere to all hygiene, sanitization, and social distancing protocols mandated by applicable laws and specified by central and relevant state governments during the Experience. Organiser and SKODA INDIA has the authority to take necessary actions in the event of a Guest violating any rules.
- Guest must follow the package itinerary. No refund will be provided if a Guest fails to join the group at the scheduled start time of the Experience, arrives late, or departs before the conclusion of the Experience. It is the Guest's responsibility to reach the designated starting point of the Experience and register with the Organiser's representative at the appointed time.
- If a Guest, along with their family, is compelled to discontinue the Experience due to any reason, including illness, death, or loss of travel documents, no refund will be provided for unused services. If a Guest is unable to reach the designated starting point of the Experience due to reasons such as loss of baggage or travel documents, their booking will be considered a "no show," and 100% cancellation charges will apply.
- The Organiser reserve the right to remove any Guest whose behavior is deemed to disrupt the smooth operation of the Experience or adversely affect the safety of other Guest. The Organiser and SKODA INDIA shall not be liable to any Guest expelled under such circumstances.

HEALTH & INSURANCE:

- In case of any accident or damage to the Vehicle while in Guest possession, Guest shall support in taking all reasonable steps to mitigate further damage to the Vehicle in best possible manner. All damages (including damages and losses to any third party), cost, charges, expenses arising out of any accident, damage or use of the Motor Vehicle arising as a result of Guest's wilful or grossly negligent actions or omissions that are not covered or approved under the insurance of the Vehicle, shall be

exclusively borne by Guest; Organiser and SKODA INDIA will not bear any costs, charges, and expenses relating thereto. All such repair bills, shall be borne by Guest.

- The Experience you've booked entail adventurous activities that can exert significant demands on both individuals and equipment. Driving in challenging terrains or under difficult conditions may induce extreme stress. Factors like sand, dust, cold weather, high humidity, and unfavourable weather conditions may affect you and your personal gear. As a fundamental requirement, these Experience are suitable only for person competent to enter into a contract and above the age of 18 years.
- Each Guest should assess their own capabilities and only engage in activities they feel comfortable with. Like any activity involving risks, Guest must decide for themselves the level of risk they are willing to accept. If you are accompanying a minor as their legal guardian, you are responsible for evaluating the risks and making decisions on their behalf.
- Guests are obligated to inform the Organiser of any medical conditions (especially diabetes, hypertension, heart disease), medical history (including COVID-19), or prescribed restrictions/allergies that may affect their ability to fully enjoy and participate in the Experience, potentially prejudicing the interests of the group or any member thereof.
- In the event of a disclosed medical condition, the Organiser will endeavour to provide basic medical assistance and the available medical supplies and equipment, provided the Guest remains with the group. If necessary, the Organiser may decide to transport the Guest to the nearest appropriate medical facility, using terrestrial or aerial means. The final decision regarding the Guest's medical interests' rests with the Organiser. If the Guest refuses to follow the Organiser's decision, they absolve the Organiser of all responsibility, and any expenses incurred will not be refunded. If the Guest's health requires transportation arranged by the Organiser, the Guest will bear the transportation costs. All incurred medical and related transportation costs, except those provided by any accompanying medical team, are the Guest's responsibility, and the Organiser and SKODA INDIA shall not be liable to bear such cost and shall not be liable for any injuries, disabilities, deaths, illnesses, etc.
- Despite the above, the Organiser may be unable to provide testing, quarantine, evacuation, or treatment for COVID-19. Guests are required to comply with any local orders or group decisions regarding thermal scanning, testing, quarantine, and sharing information about symptoms with relevant authorities. The Organiser reserve the right to withdraw participation of any Guest showing symptoms of COVID-19, and shall not be liable to provide medical assistance or refunds in such cases.
- The Experience cost does not cover insurance premiums, and the Organiser do not provide any insurance policy covering risks. Guests are advised to obtain their own appropriate personal accident/travel/medical insurance coverage, including COVID-19 coverage, at their own expense. All baggage and personal property are at the Guest's risk, and the Organiser cannot be held responsible for safeguarding their belongings.
- Guest must adhere to the rules applicable during their stay at hotel properties, as communicated during check-in. Availability of such stays is subject to any restrictions imposed by the Government of India or respective State Governments in light of COVID-19 conditions.

LIABILITY:

- The Organiser and SKODA INDIA are not liable for loss or damages caused to the Guest resulting from circumstances beyond their control (Force Majeure / Acts of God).
- The Organiser and SKODA INDIA are not liable for the temporary or permanent loss or damage to baggage or personal effects, including cases of wilful negligence by any Guest.
- The Organiser or SKODA INDIA are not liable for any death, personal injury, sickness, accident, loss, delay, discomfort, increased expenses, direct or indirect financial loss, loss of contracts or goodwill, theft, or any other form of damage, and the Guest hereby releases them from all present and future claims.
- I will not hold Organiser or SKODA INDIA liable for any and all civil, criminal or administrative liability, direct or indirect, for damages to property, persons, (including death and injury) resulting while using vehicle in the Event.
- Guest is aware that SKODA INDIA is only the facilitator in the Event and any dispute with Organiser, third party suppliers should be directly taken up with respective party without involving SKODA INDIA in such disputes.

INDEMNITY:

- The Guest unconditionally agrees to indemnify and hold Organiser and SKODA INDIA harmless against any loss, damage, claim, suit, compensation, legal expenses, criminal prosecution, or court order resulting from injury, damage, or loss to life and property of the Guest, their team members, or any third party, arising from negligence or other acts during the Experience. This indemnity applies to the Guest's heirs, executors, and legal representatives.

CHILDREN:

- The parent/guardian signing below agrees to be responsible for their children and their actions, ensuring compliance with obligations including medical conditions for the child.
- By signing below, the parent/guardian agrees to these terms and conditions regarding their child's participation in the Experience.
- Children must not be left unattended; parents or guardians are responsible for them at all times.

REFUNDS & CANCELLATION:

- Charges will be refunded if the Guest's registration is rejected by the Organiser or if the Experience is cancelled by Organiser only in case of medical history found where the Guest is unfit to travel. No refunds will be provided for any other reason. No refund will be provided to Guest for their own travel and personal arrangements made to reach till the starting point of the Experience and for the return.
- The Guest may propose a substitute participant to take their place on the Experience if they are not able to join the Experience. It will be the responsibility of the Guest to ensure that the substitute participant has driving license in original and the same is not expired, suspended or cancelled and not subject to official driving ban by Government Authorities and is competent to enter into a contract. All terms and conditions stated here shall be applicable to the substitute participant and he / she shall have to agree and abide by the terms of this Experience.

- If the Event is cancelled by you, then the following cancellation rules will be applicable :
- 100% of the entry fee will be refunded if the cancellation is 25 days prior to Event date.
 - 75% of the entry fee will be deducted if the cancellation is 20 days prior to Event date..
 - No refund will be provided if the cancellation is within 15 days prior to the Event date.
 - All refunds will take up to 14 working days to process.
 - If you are found using someone else's Gearhead ID, you will be bound to pay full registration amount exclusive of the discount during the commencement of the drive.

FORCE MAJEURE:

- The Organiser and SKODA INDIA are not liable for damages, deficiencies in service, losses, injuries, expenses, etc., resulting from delays, cancellations, or incidents during the Experience due to circumstances beyond their control, including natural calamities, prohibition orders, medical emergencies, pandemics, accidents, etc. The Organiser are not obligated to resume the Experience after such events.

LAW & JURISDICTION:

- This declaration and the effects thereof shall be governed by and interpreted in accordance with the laws of India.
- Any dispute arising out of or in connection with this declaration shall be referred to and finally resolved by jurisdiction within Mumbai in accordance with the laws of India.

SHARING OF PERSONAL DATA:

- By participating in the Experience, the Guest and his / her family members unconditionally consent to the use of their name, photograph, video, and audio and other personal information for advertising or promotional activities by the Organiser and/or SKODA INDIA without compensation.
- Guest hereby consent that personal information and inputs gathered during Event shall be stored, processed at SKODA INDIA and overseas Group Companies and Contract Partners of SKODA INDIA, and shall be transmitted by SKODA INDIA, to SKODA INDIA's Authorized Dealers, for the purpose of all the promotional, marketing and other internal processing.
- Guest hereby provides his / her consent for the videography, photography, opinion, and experience sharing during this Event which will involve Guest, the Vehicle, any members accompanying the Guest and posting of the same on social media or any media platform.
- During the start of the Event, Guest is required to physically sign an indemnity form before the start of the Experience and shall agree to abide by the same.