



# Rickshaw Challenge Terms and Conditions

All references of in the following document to “You,” “Your,” “Participant,” or “Participants” shall refer to the participant or participants of the Event and/or the undersigned of this Contract; “Terms” or “Contract” will refer to the entirety or portions of this Terms and Conditions document; the terms “Organizer” or “Organizers” shall refer to the Travel Scientists (CEMS), its managers, staff, planners, or direct employees and shall not refer to the affiliates, sponsors, partners, or any indirect third party associated with Travel Scientists (CEMS); the “Event” shall be used as the term to describe any event (including, without limitation, the “Deccan Odyssey,” “Mumbai Xpress”, “Tamilnadu Run”, “Classic Run” and the “Malabar Rampage”), or any stages of such Events as are booked, organized, or otherwise handled by the Organizers (including, but not limited to, transportation, the accommodation, services and other facilities); “Vehicle” shall refer to the specific vehicle from a standard vehicle category as supplied or regulated by the organizers in those Events so applicable. You shall be considered a “Participant” and be considered as “Participating” once this Contract is signed by all necessary parties and received by the Organizers. By Participating, You agree to these Terms & Conditions and accept the decisions of the Organizers as final and binding in all respects.

## 1. Eligibility and Entry

- a. To participate, you must be at least eighteen (18) years of age.
- b. While provisions in this document may be superseded by a subsequent set of Terms & Conditions supplied by the Organizers for specific Events the Organizers shall not accept any other provisions in variation, alteration, or derogation of these terms unless they have been confirmed by the Organizers in writing and signed by or on behalf of each party.
- c. The Organizers reserve the right to verify all eligibility qualifications of Participants.



d. Participants traveling outside their country of residence are required by law to carry the appropriate travel documents such as passports and visas that may be required for departure from, entry into and/or staying within any destination country. It is the Participants responsibility to take care of all requisite documentation required. The Organizers accept no responsibility for checking or verifying the documents required by the passenger, or claim any sophisticated knowledge of document verification

e. The Organizers reserves the right to refuse acceptance of and require replacement of any documents the Organizers deem suspicious.

f. The Organizers do not claim any sophisticated knowledge or expertise of international law. The Organizers do not assume any legal responsibility for a Participant attending an Event without the legal documentation required under local law. By signing these Terms & Conditions You confirm that by the start of the Event they will have met all documentation requirements, and agree to indemnify and defend the Organizers against all claims, causes of action, damages, judgments, costs or expenses, including legal fees and other litigation costs, which may in any way arise from inadequacy in Your documentation.

g. In order to prevent fraud and to protect both parties, You may be asked to provide additional information after Your registration so the Organizers can verify Your purchase and Participation eligibility.

h. You are responsible for all medicinal, physical, or other health conditions that You may have prior to or develop during an Event which may affect Your ability to participate. The Organizers make no guarantee that any Participant will be fit to commence or complete the Event or any stages of the Event. The ultimate decision of Participant eligibility rests with the Organizers.

i. The Organizers for reasons of health, safety, and security may from time to time at their reasonable discretion carry out security searches of luggage placed in their care or of Event Vehicles.

j. Organizers advises Participants that no refund will be offered to Participants who are refused entry or ejected from an Event on account of late arrival, being under age, abusive, threatening or other antisocial behavior (including smoking in no smoking



areas), carrying offensive weapons or illegal substances, or making federally prohibited audio, video or photographic recordings.

k. Participants are responsible for all federal, state and local taxes as well as any other costs or expenses associated with Event participation not expressly covered in these Terms & Conditions or associated Rental, Licensing, and Loan agreements

l. The Organizers should be informed of any Participant disabilities whether physical or mental before the Participant enrolls in the Event, to determine whether appropriate arrangements can be made. While the Organizers will try to provide disabled access and functionality where possible, the Organizers cannot be responsible for the policy or the acts/omissions of 3rd party suppliers of accommodation & transport services.

## 2. Vehicle, Driving Rules and Regulations

a. Participants must follow all recommendations of Event mechanics, marshals, and organizers on engine care and safety.

b. Participants must show reasonable care in the maintenance and driving of the Vehicle issued to them.

c. Participants must monitor their Vehicles performance at all times, making themselves aware of the operational parameters and functional limitations of the Vehicle.

d. Participants may not substitute or exchange their Vehicle without the express permission of the Organizers

e. Unless explicitly posted otherwise by local ordinance, the speed limit at all times is 50 km/hr. The Organizers reserve the right to reduce these limits for certain stages or sections of stages considered dangerous.

f. All Drivers must have a valid Driver's License from the issuing authority of their legal residence.

g. Except Drivers native to the country hosting an Event (for example, but not limited to, India), or those Drivers whose licenses are issued by countries which are known to be



honored in the Host Country (as by international treaty), all Drivers must have a valid International Driver's Permit.

h. Each driver must present his "Rally Entrance Number" and Passport to the Organizers or to their deputized rally authorities before he/she can compete.

i. For the purposes of Event participation and administration, Participants shall be grouped into "Teams". Unless otherwise specified in an Event-Specific Agreement, Teams shall be no larger than the legal and/or safe occupancy of the Vehicle.

j. Larger groups, even if registering together for the event, must necessarily be divided into appropriately sized teams. Participants are encouraged to create their own divisions.

### 3. Services

#### a. Luggage Truck

i. The Organizers shall provide a complimentary "Luggage Service" truck, which will transport Participant's larger bags and items from checkpoint to checkpoint during the Event.

ii. Each Participant may transport no more than 2 pieces of checked luggage ("Bag(s)") on the Luggage Service.

iii. Bags must not contain weapons or ammunition, fireworks, alcohol or other drugs, meat, fragile items, pornography or other items prohibited by local law or custom.

iv. The Organizers will have absolutely no liability for any fragile, perishable or breakable items. All Bags of Participant(s) are left with the Luggage Service at the Participant(s) own risk.

v. If any Bag gets lost or misplaced while in the possession of the Organizers, the Organizers shall compensate the Bag owner a maximum of €20 per Bag.



vi. Once Bags are loaded into the Luggage Service, Participants will not have access to their Bags until the day's rally has been completed and they have reached the next check point. Exceptions can only be made under extreme circumstances.

vii. The Luggage Service will always leave, whenever possible, at the scheduled time. All transportation and care of Bags not loaded into the Luggage Service on time shall remain the sole responsibility of the Participants.

viii. The Organizers reserves the right to charge for or completely refuse transport of all excess luggage.

ix. The Luggage Service will not carry a safety deposit box.

x. The Organizers shall bear no liability to the Participants for any Supplies which are lost or damaged.

xi. The Organizers reserve the right to refuse transport of any luggage for any reason.

#### b. Accommodations

i. The Organizers makes no assurances as to the availability, comfort, or quality of vacant hotels, motels, hostels, pensions, or camp groups (known collectively as "Accommodations").

ii. The cost of damage and breakages will be charged to the Participant and must be paid before the end of the Event. The Participant undertakes to behave appropriately and sensitively to local norms and customs, and not to cause inconvenience to others or harm the reputation of the Organizers or those providing services to the Organizers.

iii. All damages and extra costs incurred by the Organizers as a consequence of Participants' behavior must be paid immediately.

## 4. Suspension & Disqualification

a. Any Participant, or the guests or employees thereof, deemed by the Organizers to have behaved in a manner not in compliance with these Terms & Conditions, either willfully or recklessly, may be disqualified and removed without warning or notice from



the Event and any future Organizers promotions. In this event, no refunds shall be made to the Participants.

## 5.Registration, Payments, and Prices

a.Unless otherwise specified, all fees are in Euros.

b.Other currencies (such as, without limitation, US dollars, UK pounds Indian rupees) may also be accepted by the Organizers, but it is the responsibility of the Participant to verify with the Organizers whether any currency other than the Euro shall be accepted and at what exchange rate. Unless the Organizers expressly agree to accept alternative currencies, the Organizers reserve the right to refuse any alternatives.

c.The Organizers will accept cash, bank transfer, Paypal, NetTeller, MoneyBookers, and traveler's checks. Personal checks cannot be accepted. Any transfer fees entailed are at Your expense.

d.All prices are subject to change due to unforeseen increases in the rates for hotel and meals, government taxes, currency fluctuations, and ground services.

e.The Organizers reserves the right to cancel any unpaid registration without refunding any other fees which may have already been paid.

f.Cash deposits must be paid no less than 24 hours before the start date. If you do not provide the organizers with a cash deposit 24 hours before the initial flag off, You risk not being issued with an event vehicle, as well as Your registration and all other fees and expenses being forfeit and non-refundable.

g.Cash deposits are intended to ensure the return of the Vehicle in a condition which reasonably resembles the condition at the time of issue. Participants will be responsible for making any and all necessary repairs on route, at Participants' own expense. If the Vehicle does not reasonably approximate the condition at the time of issue, the Organizer may withhold some portion or all of the deposit towards making the necessary repairs.



h. Deposits can be sent by wire transfer, but must arrive no less than a week before the start date.

i. If payment is not made within the time limits above, this will be a breach of contract by the Participants entitling Organizers to treat the contract as at an end, and reallocate the Vehicles, Accommodations, or any other resources which may have been intended for the Participant without informing the Participant.

## 6. Personal Sponsors

a. Personal sponsorship for your Vehicle is only permitted through the Organizer's prior written consent. Subject to obtaining the Organizers' consent as to the identity of your personal sponsor (s) will be that your sponsor(s) in no way competes or conflicts with the Event's official sponsors. The Organizers' shall be entitled to determine the size and location of your sponsor(s) names, marks or logos on your Vehicle.

b. If you wish to place your own sponsor's/sponsors' names, marks or logos on your Vehicle, you should submit a detailed written request to the Organizers at least 15 days prior to the commencement of the Event.

c. Displaying unauthorized Sponsors or covering or removing authorized sponsor material will constitute a breach of these Terms & Conditions and will be required to removed/replaced.

d. Participants who continue to display unauthorized brands may, at the Organizers sole discretion, be barred and/or disqualified from the Event.

## 7. Travel and Event Delays

a. Due to the nature of the Events, unforeseen circumstances can delay the start schedule. In all cases the Organizers will minimize the Participant's inconvenience and will offer the Participant a later start time or, in some cases, an alternative date. The action taken will be dependent on the nature of the delay or impediment. Should the Participant choose not to accept the alternative time offered to the Participant and not to Participate in the Event, either on the same date or the alternative date no other recompense will be offered from the Organizers.



b. The Organizers will not be liable for loss that occurs from the Participants arriving late or being delayed at any airport or seaport or any road or railway.

## 8. Alterations

a. While the Organizers will do their best to satisfy Participant's requirements, the Organizers reserve the right, at their discretion, to make alterations to the Event details, and to correct errors in their Materials, both before and after registrations are confirmed.

b. The Organizers will advise Participants of changes as soon as possible.

c. Any request by the Participant for a variation to the Event must be made in writing by letter sent by recorded delivery to the Organizers at the address herein and is only effective if accepted in writing by the Organizers.

d. If a Participant or a member of your Team is prevented from traveling, the Participant may transfer the place to someone else up to 45 days prior to the start date. The transferee must meet any and all conditions which may apply to the Event and agrees to these Terms. The transfer must be requested in writing and full details of the transferee must be provided. Any balance due must be paid before the transfer is completed.

## 9. Cancellations and Refunds

a. Once booking and registration, deposits cannot be transferred, exchanged, refunded or returned unless the Event is cancelled.

b. The local government administrators of host countries, operators of Vehicle rental agencies, ground logistics, and other suppliers have strict policies which the Organizers must follow. Because these Events include infrequently toured villages and are of an unusual nature, these suppliers will not refund money to the Organizers for unused or cancelled spaces. Event prices are based on group minimums and any cancellation could otherwise cause a rate increase for others.



c. Any notice of cancellation by the Participant in an Event must be made in writing by letter sent by recorded delivery to the Organizers at the address herein.

d. Registrations cancelled 90 days or more before the event will be refunded 50% of the fees. e. Refunds may take three weeks to process.

f. Registrations cancelled 90 days or less before the event, without exception, will not be eligible for a refund.

g. Registrants who do not attend will not be eligible for any refund.

h. Without exception, substitute delegates and/or substitute event-registrations will be accepted only with written permission from the Organizers and must be made 45 days before the start- date.

i. Where the Event is cancelled (other than due to Participant's default of payment), the Organizers offer the Participants the choice of purchasing an alternative Event, of at least the same standard if available (and paying in respect of any price difference) or receiving a full refund of all money paid to us less administration charges.

j. The Organizers will not cancel an Event less than 45 days before the departure date except by reason of force majeure or non-payment of fees.

## 10. Insurance

a. It is a condition of registration, paid for with the entry fee, that the Organizer will provide an essential '3rd party only' policy for all participants, in addition to a blanket public liability insurance arranged for the duration of the event.

b. The Organizers cannot be held responsible if the insurance vendor reasonably refuses to cover a Participant. Persons unlikely to be insured to drive include those individuals who:

i. have been refused any motor insurance or had special Insurance terms imposed as a result of a claims experience or had their insurance cancelled by any Motor Insurer



ii. have any mental or physical disability or infirmity or suffers from fits, diabetes or heart conditions

iii. have been convicted of an offence in connection with the driving of a motor vehicle or motor cycle and/or has had their license endorsed or suspended or penalty points imposed. Parking and up to two speeding offences in the last 3 years may be ignored.

iv. Have, whilst driving, has been involved in more than one accident during the past 3 years.

c. The Basic Insurance may be governed by terms and conditions provided by the suppliers. While the Organizers have sought to negotiate the best deal for Participant, it is the responsibility of the Participant to learn these conditions and adhere to them. A hard copy of these Terms & Conditions is available upon request from the Organizers.

d. Participants are solely responsible for maintaining all their own insurance documentations, in case the documentation must be displayed or the vendors contacted.

## 11. Operators and Limitations of Liability

a. The Organizers exclude all liability for loss and damage, but make no attempt or representation that these Terms & Conditions should in any way impinge or impede the Participants statutory rights and protections.

b. The Organizers cannot accept responsibility for injuries or loss caused to Participants or third parties through any occurrence as the result of failure, negligence or improper performance of either that or another Participant. Participants must exercise appropriate care and pay attention while both Participating and spectating. Participants must therefore Participate and spectate at Events at the their own risk.

c. Participants are entirely responsible for any and all injury or loss that their own conduct or misconduct causes any themselves or to any other Participant.



d. The Organizers shall have no liability for loss/damage to luggage or personal belongings (including money). Participants are advised to obtain international comprehensive travel insurance to cover these before departing their homes.

e. The Organizers can only accept responsibility for the acts/omissions of its staff only whence they are acting within the scope of their contract with the Organizers.

f. If the Organizers are prevented or hindered from hosting the Event through Force Majeure, the Organizers may, at their sole discretion, and without being liable for any loss or damage suffered by the Participant or guests/delegates of or any third party employed by the Participant, reroute the Event in whole or in part to any other locations, or terminate the Contract forthwith by giving notice to that effect to the Participant.

g. The Organizers cannot accept liability or pay any compensation where the Organizers have had to a cancel the Event due to minimum numbers not being reached.

## 12. Warranties

a. The Organizer makes absolutely no Warranty whatsoever with respect to any equipment, components, and/or services not supplied specifically by the Organizers. Participants have the right to seek equipment, components, and/or services through independent third-party Suppliers. Suppliers bear sole responsibility for making and/or honoring any Warranties. Such contracts are entirely between Participants and Suppliers.

## 13. Indemnification

a. By Participating in an Event, Participants agree, at your own expense, to release, discharge, indemnify, defend, and hold harmless the Organizers, its subsidiaries, affiliates, retailers, and advertising and promotion agencies, and all of their respective officers, directors, shareholders, employees and agents (collectively, "Releases") from any claim, suit, action, liability or damages which may arise out of participation in the Event or out of the acceptance, use, misuse or possession of any material attained through these Releasees to the extent that such claim, suit, action, or other proceeding is, in whole or in part, based on or arises in connection with your use of material or participation in an Event.



## 14. Rights to Contents and Intellectual Property

a. Publications for Events, including but not limited to the name, logo, any details of the Event, the Online Site and Materials (known collectively as “IP”), are the intellectual property of the Organizers.

b. Participants shall not use IP in any way that is inconsistent with Organizers expressed wishes, that may defame the Organizers, that may devalue the Organizers goods or services, or for any matter without the prior written approval of the Organizers.

c. By participating in an Event and undersigning, the Participant(s) shall expressly give the Organizers the right, but not the obligation, to use, display and publish Participant’s name, nickname, team name, and the actual or simulated likeness of Participants, their teams, their vehicles, their logos, and any other texts written or spoken (“Contributions”) by the participants during the Event throughout the world in perpetuity in any media that now exists or may exist in the future, including without limitation online, print, audio, and video, including for advertising and promotional purposes. If the Organizers make use of the foregoing right, Participants understand and agree that they will not receive any other consideration, or payment, notification or credit, nor will they have any approval over how the foregoing rights are used.

d. By Participating in an Event and making Contributions in any form to the Organizers and/or the Event,

i. You warrant that you have all necessary intellectual property rights in the Contributions that you have provided.

ii. You warrant that the information which you submit and/or distribute will not infringe the intellectual property, privacy or any other rights of any third party, and will not contain anything which is libelous, defamatory, obscene, indecent, harassing or threatening.

iii. You authorize the Organizers to use, and to authorize others (including, without limitation, both current and future Releasees) to use, the Contributions without limitations.



iv.If the Organizers publish or authorize others to publish your Contributions, in any media, you authorize the Organizers to edit your Contributions for spelling and punctuation, for materials that the Organizers considers offensive or inappropriate, or for brevity and succinctness. The Organizers reserves the right, but not the obligation, to screen, filter and/or monitor information provided by you and to edit, refuse to distribute or remove the same.

v.You accept complete responsibility for obtaining any necessary intellectual property rights for all Contributions (including words or images applied to vehicles or included in participant profiles). You assume complete liability for any damages that may come from your own use and/ or the Organizers reproduction and/or publication of your Contributions in conflict with any third-party's intellectual property rights.

## 15.Communications

a.Participants are solely responsible for keeping their personal information up-to-date.

b.Participant's personal information collected in connection with any Event will be used in accordance with the Organizers' Privacy Notice, available upon request

c.All questions or disputes regarding Events, including without limitation, those involving eligibility, participation, fraud and abuse will be resolved by the Organizers, whose decisions shall be binding on Participants.

## 16.Contact

a.All email queries can be directed to the Organizers at [admin@cmsglobal.com](mailto:admin@cmsglobal.com)

b.Official communications should be sent to:

The Travel Scientists

Tourist Information Center ( TIC – Chennai )

No.11, Ramanathan Street Kilpauk, Chennai-600010 India



## 17.Disclaimer

a.The Organizers have tried to ensure that all information (including, without limitation, the descriptions and images on the Online Site and all Materials, maps, and GPS coordinates) is accurate at the time of going to print. Whilst the information contained in these Terms & Conditions has been presented with all due care, the Organizers do not warrant or represent that the information is free from technical inaccuracies, typographical errors, or omission. However, this information is intended to give a general idea of the experience described and do not form any contract between the Participants and the Organizers.

b.The Information contained on the Online Site and in the Materials may include information derived from various third parties which is neither endorsed nor supported by the Organizers and does not necessarily reflect any policies, procedures, standard or guidelines of the Organizers.

c.Furthermore, whilst the Information is considered to be true and correct at the date of publication, changes in circumstances after the time of publication may impact on the accuracy of the Information. The Organizers may make changes to the materials referred to in these Terms & Conditions, and the Organizers or its suppliers may make improvements and/or changes in any products(s), process(es), technology, descriptions(s) or other information contained in the materials at any time. The Information may change without notice and the Organizers are not in any way liable for the accuracy of any Information printed and stored or in any way interpreted and used by a Participant.

d.All details of the Event (including, without limitation, prices and specific routes) are subject to change, with or without notice as the Organizers deem appropriate and necessary in keeping with these Terms, until the Event commences.

e.Reference herein or on the website to any products, services, processes, hypertext links to third parties or other information by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply its endorsement, non-endorsement, sponsorship, support, commercial gain, or recommendation by the Organizers. Product and service information are the sole responsibility of each individual Supplier.



## 18. Governing Law & Jurisdiction over Arbitration & Actions

- a. All Participants including those Participants from a country other than India agree that the laws of Chennai, India shall govern any dispute, including those arising from Organizers' use of personal information or otherwise relating to privacy.
- b. These terms shall be governed by and construed in accordance with the laws of Chennai, India, without giving effect to any choice of law or conflict of law rules which would cause the application of the laws of any jurisdiction other than that of Chennai, India, and without recourse to the UN Convention on Contracts for the International Sale of Goods, even if the Participant places an order from abroad or if goods are delivered to an address outside India.
- c. Except where prohibited by law any claim or dispute arising out of or relating to these Terms and Conditions, use of any Organizers' Site or Service or the relationship which results from these Terms and Conditions, including without limitation, the performance, breach, enforcement, existence or validity of the matters provided for in these Terms and Conditions or your receipt and use of the Website or Services, which cannot be amicably resolved will be referred to and settled (to the exclusion of the courts) by private and confidential binding arbitration before a single arbitrator held in Chennai, India and governed by Chennai law. The arbitrator will be a person who is legally trained and who has pertinent experience and is independent of either party.
- d. Even if the Participant's legal domicile or usual place of residence is outside India, you agree that any action at law or in equity arising out of or relating to these terms shall be filed only in the courts located in Chennai, India and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. Any dispute under these terms shall be subject to the exclusive jurisdiction of the Indian courts and, by signing these Terms & Conditions you hereby submit to the non-exclusive jurisdiction of such courts for such purposes and waive any and all objections to jurisdiction or venue in such courts.



e. The Organizers reserve the right to bring an action (including, without limitation, protection of intellectual property rights and confidential information) through injunctive or other equitable relief through the courts at the aforementioned place of jurisdiction.

f. The failure of the Organizers to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

g. The Organizers' performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is an attempted derogation of Organizers' obligation to comply with governmental, court and law enforcement requests, or information provided to or gathered by Organizers with respect to such use.

## 19. Contracts

a. Unless otherwise specified herein, these Terms & Conditions are complete with respect to the matters dealt within and supersedes, cancels, and nullifies all prior or contemporaneous communications, proposals, and previous agreements relating to such matters whether electronic, oral or written, between the user and Organizers notwithstanding the terms of any previous agreement or arrangement expressed to survive termination.

b. Copies of these Terms & Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

c. Participants may not assign their rights nor delegate their duties without the prior written consent of the Organizers.

d. Any person who is not party to these Terms & Conditions shall have no rights in contract to enforce any term herein.

e. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Organizers as a result of these Terms & Conditions or Participation in the Event (s).



f. The section titles in these Terms are solely used for the convenience of the parties and have no legal or contractual significance.

## 20. Miscellaneous

a. These Terms, including any Additional Terms (including, but not limited to, Event-Specific Terms and Service-Specific Terms), may be changed from time to time as described below or by written agreement. Charges and payment terms may be changed in accordance with your applicable price schedule; all other provisions may be changed by the Organizers immediately upon notice. Your Participation may be terminated immediately upon notice to the Organizers if any change is unacceptable. Continued Participation following any change constitutes acceptance of the change.

b. It is the responsibility of all Participants to check periodically for changes.

c. The Organizers may terminate Participation at any time for any reason. The Organizers may Suspend or Disqualify or otherwise discontinue Participation without notice and pursue any other remedy legally available to it if you fail to comply with any of your obligations hereunder.

d. These Terms are effective from 19 March 2010 without expressed expiration.

All provisions within these Terms & Conditions are made in good faith and the fullest cooperation and honesty is expected between the Organizers and the participant drivers, lessee, or licensee of the Vehicle, the driver's teammates, and the individual(s) who have agreed to sign to these terms and conditions.