

#HyundaiExplorers

Explore Chail

An elevating weekend journey awaits you; experience an unforgettable adventure into the Himalayas, where natural beauty and tranquillity seamlessly intertwine.



Explore Chail

Date: June 9 – 11, 2023

Duration: 2 Nights and 3 Days

Route: Chandigarh » Kufri » Chail » Chandigarh



Are you and your Hyundai SUV ready to unleash the explorer in you?
For more information, visit us at www.hyundaiexplorers.com and
follow us on our Instagram page.





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Hyundai Explorers

We are your indisputable ride into adventure! Hyundai Explorers is home to India's largest community of SUV owners where they come together for self-driven, pulse-racing and picture-perfect adventures filled with exhilaration.

Each adventure is an opportunity to explore our country's limitless splendour, imbibe diverse cultures, negotiate unmatched landscapes and create new memories.

The quest for the unknown.
The spirit of exploration.
The spirit of discovery.

#HyundaiSUVLife

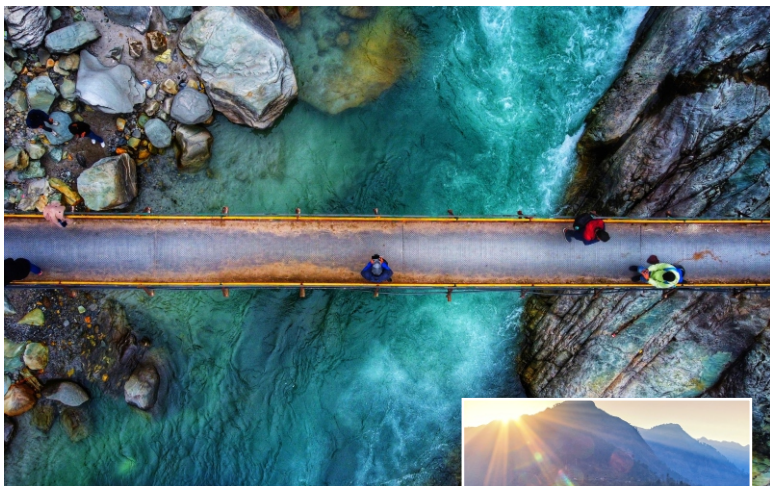




Explore Chail

Experience a fantastic road trip that promises to blend excitement and relaxation perfectly. Leave the hectic metropolis behind as you travel via meandering roads surrounded by breathtaking scenery, undulating mountains, and lush foliage that unfold before you as you journey towards a hill station steeped in rich cultural legacy and abundant with natural beauty.





With this experience, you will get a chance to be:

A distinctive explorer who will drive through the majestic Himalayas and visit some of its most remarkable and picturesque towns and villages.

A wild explorer who stands a chance to witness majestic creatures gracefully navigating their natural habitats in the landscapes and skies above.

A relaxed explorer who will stay at some of the most luxurious hotels and resorts.

A flavour explorer who will taste the region's most delicious and authentic local cuisine.

A captivated explorer who will experience the best local cultures and witness the region's unique heritage.

A secure explorer with a specialist team to take care of all your needs provide technical and logistical support, and that helps you get the most out of this exciting experience.





Itinerary

Day 1

Chandigarh to Kufri
105 km

Drive up into the Himalayas and enjoy a day of breathtaking landscapes, captivating adventures, and thrilling activities.

You arrive at the Hyundai Dealership in Chandigarh and meet your fellow Hyundai Explorers over breakfast and a pre-drive briefing. After the flag-off, we hit the road immersing ourselves in the breathtaking landscapes that unfold along the way. As we reach Kufri, check in at the luxurious Radisson Kufri. After a well-deserved rest, we gear up for adventure by driving to Adventure Resorts Kufri. Engage in thrilling activities and indulge in a delightful high tea amidst the picturesque surroundings. As the evening sets in, we return to Radisson Kufri to enjoy an evening of entertainment and end the day with dinner.





Itinerary

Day 2

Kufri to Chail
68 km

Visit the picturesque Masada Pond, take a nature walk, dine in the Regal Chail Palace.

We begin our day early and embark on a scenic drive where tranquillity awaits amidst nature's embrace. Indulge in a delightful high tea by its serene waters, savouring the pictorial surroundings. We then take a leisurely nature walk, immersing ourselves in the beauty of the landscape before returning to the hotel for a sumptuous breakfast. We bid farewell to Radisson Kufri and journey towards Chail, where the majestic Chail Palace awaits us. We enjoy a delectable lunch, soaking in the noble ambience of the palace. We then check in to the luxurious ITC Tavleen Chail. We end our day with some entertainment and delicious local cuisine.





Itinerary Day 3

Chail to Chandigarh
182 km

Experience your vehicle's off-road capabilities and enjoy high tea in the meadows.

We begin our day with a thrilling early morning trail drive, venturing into the rugged terrain and discovering hidden gems of natural beauty. We return to the hotel, where a hearty breakfast awaits, preparing you for a morning of fun-filled activities. We begin our drive back home after a delicious lunch. We bid our fellow explorers farewell later that evening, confident that we would meet again on another quest.





Accommodation

We have selectively picked the best available accommodation for our explorers based on location, comfort and conveniences.



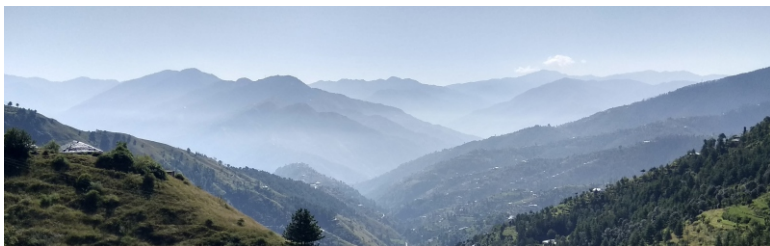
Radisson Kufri

The Radisson Kufri is a luxurious resort in a picturesque location in the Himalayas, with rooms with spectacular views of the mountains. Delicious dining options, a relaxing spa, and a tranquil alpine atmosphere make this resort truly unique. Radisson Kufri is the ideal destination for those searching for tranquilly and scenic beauty and looking to unwind and enjoy themselves.

ITC Tevleen Chail

ITC Tevleen Chail is a luxurious retreat nestled in the enchanting town of Chail. Enclosed by serene forests and offering whole-hearted hospitality, it offers a picturesque escape quite unlike any other. With well-appointed rooms, delicious dining options, and all modern facilities, this hotel is an ideal destination for a memorable retreat in nature's embrace.





Frequently Asked Questions

A. GENERAL

1. Who organizes the Hyundai Explorer drives?

The Hyundai Explorer Drives (“Drives”) are organized in India by Hyundai Motor India Limited (“Hyundai”) through its authorized representative, Innocean Worldwide Communication Private Limited (“IWI”). In order to organize the Drives, IWI has entered into a contract with Cougar Motorsport Private Limited (“Cougar”), an entity engaged in the business of organising driving expeditions. When you make a booking for a specific Drive, you will enter into a contract with Cougar.

2. Who is eligible to participate?

The Drives are planned exclusively for persons who own Hyundai SUV vehicles. Only such owners, along with their friends and family members are eligible to participate in the Drives.

3. How many participants can be in each vehicle?

Each vehicle is allowed a maximum number of 3 people, including minors, for each Drive.

4. Can children participate?

Yes, children are eligible to participate in the Drives in the company of their parents/guardians. The use of car seats is compulsory for children below the age of 12 years.





5. How many vehicles and participants will be accepted in each Drive?

The maximum group size of vehicles and guests for each Drive will be 20 vehicles and 60 participants respectively. However, certain Drives may accept a lower number of vehicles and participants based on the availability of accommodation and other facilities at certain locations.

6. What happens if the Drive does not reach its minimum number of participants? Will it be cancelled?

No, the Drive will not be cancelled, except due to an Event of Force Majeure. Kindly refer to the Terms and Conditions for more details.

B. DRIVING

1. Who is eligible to drive?

Participants with a valid driving license are eligible to drive their own vehicles on a Drive. The participant will be required to produce his/her driving license in original at the time of registration, along with all valid legal documents of the vehicle including but not limited to vehicle registration certificate, comprehensive insurance, pollution under control (PUC) certificate and letter of authority if the vehicle is owned by next of kin.

2. Do I need to have a certain level of physical and mental fitness to take part?

Participants should ensure that they do not know of any circumstances which would disqualify them from driving such as





chronic back problems (or similar conditions), mental conditions which might impair their ability to drive, eyesight which doesn't meet the standards for driving, pregnancy or heart problems. Good physical fitness is also required to partake in the activities that may be planned during the Drive.

C. PRICING

1. What is included in the price of the Drive?

The price of each Drive includes twin sharing accommodation, 3 meals per day, and all necessary legal permits as per the itinerary and activities in order to make the experience truly memorable. Kindly refer to the Terms and Conditions for more details.

2. What isn't included in the price of the Drive?

The price of each Drive does not include flight tickets to and from the event, vehicle related expenses (such as fuel, tolls, traffic fines, repairs and service), insurances, meals not specifically mentioned in the itinerary, alcoholic beverages and any kind of personal expenses or optional tours which the participants may choose to avail. Kindly refer to the Terms and Conditions for more details.

3. Is the cost on a per-person basis?

The cost of each Drive is for 2 participants per vehicle. There is no charge for children below the age of 5 years. Children from the age of 5 years or above will be charged as an additional participant.





4. When is the last day to make the payment?

The online bookings and registrations are on purely on a first come first served basis, and will be confirmed only upon receipt of the full amount for the specific Drive.

5. How can I make the payment?

Payments can be effected through net banking, credit card, debit card and UPI on our website.

6. How will I receive confirmation of my participation in the Drive?

Firstly, you will have to register / RSVP on the Hyundai Explorers website, www.hyundaiexplorers.com/in, interfaced/linked with the website, www.hyundai.com/in. Upon registration, you will receive a confirmation call with all details of the specific Drive which you have chosen. Your participation in the Drive will only be confirmed once we receive the payment. We kindly request you to finalize your travel plans only upon receiving official confirmation of your participation in the Drive from us.

D. TRAVELLING

1. Do we travel in a convoy?

Yes, subject to road and weather conditions, we will generally travel in a convoy using radio communication between vehicles.

2. Is there a specific type of luggage I should bring?

We do not have any specific recommendations with regards to the type of luggage each participant should carry, as long as it can be accommodated and secured within the vehicle without causing a hinderance to the other passengers and their safety.





3. What is the dress code for evenings?

The evening dress code will be casual attire.

4. Are the itineraries and accommodation confirmed?

The itineraries and accommodation are subject to Events of Force Majeure and other factors. Kindly refer to the Terms and Conditions for more details.

5. What is the cancellation policy?

If a booking is cancelled by the participant within 14 days prior to the start date of the Drive for any reason whatsoever, no refunds will be entertained and the entire cost of the Drive will be charged. Kindly refer to the Terms and Conditions for more details.

6. What are the COVID protocols for the Drives?

It is mandatory for all participants to be fully vaccinated against Covid-19 and produce the vaccination certificates for both doses before the start of the Drive.

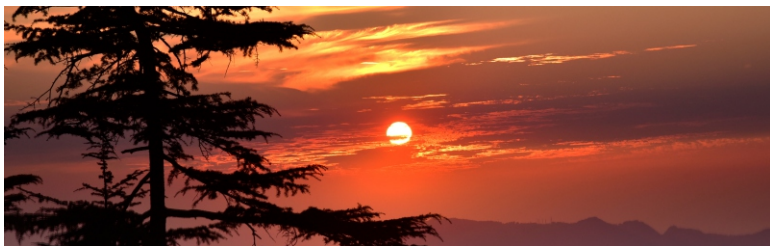
7. Can I still participate if I do not have a partner?

The charges and procedures elaborated above will remain the same even if you're travelling by yourself.

8. Are the Drives suitable for my family?

The Drives will be planned so as to suit the convenience of any accompanying family members of the participants. However, we may not be able to arrange for special assistance and diets, if required, for elderly and specially abled participants.





9. Are the Drives suitable for women?

The Drives will be planned so as to suit the convenience of women participants.

10. What type of accommodation will be provided to us?

Suitable and comfortable accommodation will be provided.

11. What kind of experiences are we signing up for?

All experiences will be designed to bring alive the spirit of Hyundai Explorers. These may include scenic drives, nature/forest safaris, visits to sunrise and sunset points, local cultural programs, music and entertainment and various other activities to give you an adrenaline rush.

12. If I am unable to get my own vehicle, will Hyundai provide a vehicle from their end?

The Drives are only for Hyundai SUV owners, and we recommend that participants drive their own vehicles. All participating vehicles must be owned by the participants or their next of kin.

13. Can arrangements be made for the transportation of my vehicle?

No, we will not be able to make any arrangements for transportation or safe-keeping of participants' vehicles.

14. Whom can I contact or write to if I require further information, assistance or clarification?

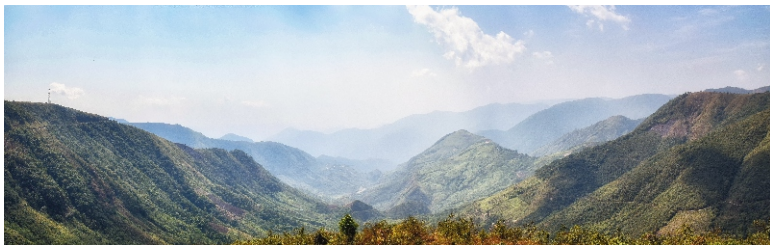
We will gladly assist you and can be contacted as follows:

E-mail: info@hyundaiexplorers.com

Telephone: +91 8000 85 1616

(10:00 – 19:00 (IST), Monday to Saturday).





Cost, Trip Inclusions, Trip Exclusions

- a) The drive is priced at INR 14,999 for 2 participants sharing a room. An additional INR 7,499 is payable for any 3rd participant, sharing the same room. The costs are inclusive of all taxes.
- b) Trip Inclusions**
- Accommodation on twin / double occupancy at the Radisson Kufri on Day 1 and ITC Tavleen Chail on Day 2
 - Meals (both vegetarian and non-vegetarian), including breakfast and lunch on all days and dinner on Day 1 and Day 2, refreshments in- vehicle and at pitstops/bio breaks
 - Activities and experiences including Adventure resorts, tree plantation tour, Masada Pond, and Chail Palace
 - Local guidance from Drive experts and returnable wireless radio set in individual vehicles
- c) Trip Exclusions**
- Flight tickets to and from respective Drive locations and airport transfers
 - Fuel and toll charges and Vehicle servicing, repairs and traffic fines
 - Insurances, pollution under control certificates, etc.
 - Off-road shoes/gumboots
 - Any additional service such as refreshments/meals for visitors provided by the hotel and any refreshment from the mini fridge, room dine-in or alcoholic beverages
 - Additional accommodation charges due to unforeseen delays in the journey
 - Any charges for carrying video camera or still camera
 - Any hotel, subsistence or other cost incurred prior to official start date of the Drive and after official end date of the Drive
 - Any kind of personal expenses or optional tours, extra meals, in-room dining, and beverages ordered, laundry, phone calls and medical expenses





Terms & Conditions

Hyundai Explorers

- 1. Organisers:** Hyundai Motor India Limited (“Hyundai”) has authorised Innocean Worldwide Communication Private Limited (“IWI”) to undertake and organize the Hyundai Explorer Drives (the “Drives”), and their related activities. In order to organize the Drives, IWI has entered into a contract with Cougar Motorsport Private Limited (“Cougar”), an entity engaged in the business of organising driving expeditions. In these terms and conditions, Hyundai, IWI, and Cougar along with their shareholders, sponsors, affiliates, sub-contractors and suppliers and all of their respective officers, directors, employees, servants and agents are collectively referred to as the “Organisers”.
- 2. Participants:** The below mentioned terms and conditions govern the relationship between you, the participant (hereinafter referred to as “Participant” or “you”) and the Organisers. By registering for the Drives and making a payment of the agreed amount to the Organisers, you agree to be bound by these Terms and Conditions.
- 3. Background:** The Organisers are organizing an event (hereinafter called as the “Event” or the “Drive”). The Participant had expressed willingness to participate in the Event as a participant/ occupant/co-passenger of a vehicle and the Organisers have agreed to such request, subject to the terms and conditions of these terms and conditions.
- 4. Third Parties:** a) Although Cougar is making the arrangements for the Drives, its responsibility is limited. Cougar is involved in the bookings related to the Drives but does not act as an agent for any party whatsoever. The limits of its responsibility arise from the fact that it liaises with independent third parties such as independent tour operators, hotel companies, transportation companies and/ or drivers and other ground operators and suppliers to supply goods and services to Participants;



however, such third parties are not Cougar's employees or agents or employers or principals. Accordingly, each Participant agrees that Cougar shall not and shall be deemed not to manage, control or supervise the goods or services they supply and shall not be liable for any acts or omissions, including any negligence, gross negligence, or reckless or wilful acts, on the part of such third parties or any other defect in such goods or services. By accepting and utilising the goods and/ or services of said third parties, each Participant agrees that Cougar shall not be held liable in any way for any injury, loss, damage, delay, or death or property loss or damage arising from any act or omission of any such third party.

- b) Each Participant further understands and agrees that Hyundai is no manner involved in undertaking the Drives and consequently, shall not and shall be deemed not to manage, control or supervise either the Organisers or the third party suppliers for the Drives and shall not be liable for any acts or omissions, including but not limited to any negligence, gross negligence, or reckless or wilful acts, on the part of the Organisers or such third parties or any other defect in the Drives or such goods or services. By participating in the Drives and accepting and utilising the goods and/ or services of said third parties, each Participant agrees that Hyundai shall not be held liable in any manner or for whatsoever reason including but not limited to any injury, loss, damage, delay, or death or property loss or damage arising from any act or omission of the Organisers or any third party.

5. Eligibility: The Drives are open exclusively to Indian nationals, above 18 years of age, residing in India, who own an Hyundai SUV ("Vehicle"). Only such owners, along with their friends and family members are eligible to participate in the Drives.

6. Registration: In order to register for the Drives, the interested Participants has:

- a) Submitted their entries ("Entry") on or before the prescribed last date mentioned for respective Events by logging-into the microsite, www.hyundaiexplorers.com/in, interfaced/linked with the website, www.hyundai.com/in (collectively, the "Website") and filled the requisite information (valid phone/mobile number, email ID). The Organisers may at their discretion, extend or reduce the timeline for submission of the Entries.
- b) Paid the Entry fee per couple or for two adults and any additional fee for each additional co-passenger (the "Entry Fee").
- c) Submitted the required documentation.



7. Cancellation & Refund of Entry Fee: In the event that a Participant cancels his/her participation in a Drive:

- a) 30 or more days prior to the Drive start date, 75% of the Entry Fee will be refunded.
- b) 15 to 29 days prior to the Drive start date, 50% of the Entry Fee will be refunded.
- c) 14 days or less to the Drive start date, no refunds will be entertained and the entire cost of the Drive will be charged.

All refunds will take up to 14 working days to process. The refund amount will be remitted to the same bank account/card from which Entry Fee was received.

The Entry Fee paid will be fully refunded in case the registration is rejected by the Organisers or in case a Drive is cancelled by the Organisers (except for reasons outside their control). The Entry Fee will not be refunded for any other reason (including Force Majeure Events) except those agreed above.

8. Selection: All the valid Entries submitted by the Participants will be evaluated by the Organisers. The decision of the Organisers in selecting the Participants will be final and binding on all the potential participants and no correspondence in this regard, shall be entertained under any circumstances of whatsoever nature. If the Organisers receive more than the allotted number of Entries, they shall have the right to restrict number of Entries/Participants, taking into account the availability of accommodation, Covid-19 restrictions and other factors.

Any employee or associate of Hyundai, including but not restricted to vendors – print, audio and visual media, production houses, Hyundai dealers – is not eligible to participate in the Drives. The Organisers reserve the right at their sole discretion to cancel/withdraw participation of any Participant who is found to be an associate of Hyundai and its decision in this regard would be final and binding.

The Organisers reserve the right at their sole discretion to disqualify any Participant that they determine to be tampering with the process or the operation of the Drives, and to be acting in breach or potential breach of these Terms and Conditions. Eligible Participants understand and agree that they are not compelled in any way by the Organisers to participate in the Drives and any such participation is entirely voluntary. The submission of false, incorrect, misleading, or fraudulent documentation at the time of registration may result in disqualification from the Drive.



9. Participation: The Participant must reach the Drive starting point in his/her own personal Vehicle along with all original requisite documents on the prescribed date and time for pre-drive verification. In the event that a Participant is unable to reach the Drive starting point at the scheduled date and time of the Drive due to any reason whatsoever, his/her booking shall be treated as a "no show" on the Drive and no refund will be paid.

10. Vehicles:

- a) The Participant will use his/her own Vehicle in each Drive.
- b) The Vehicle shall only be driven by individuals with a full and valid driving license for light motor vehicles. Such driving license shall be carried in original during the Drive and be shown before the Drive begins.
- c) The Participant shall ensure that the Vehicle is driven at all times in a safe and responsible manner in compliance with all applicable road traffic laws and regulations including Motor Vehicle Act 1988, Central Motor Vehicle Rules 1989 or any special regulations for the terrain driven on, including ensuring that no-one drives the Vehicle under the influence of alcohol or drugs.
- d) The Participant shall fasten her/his seat belt and cause her/his fellow passengers to fasten their seat belts at all times in a moving vehicle.
- e) The Participant shall be responsible for the payment of any and all fines, charges or penalties arising from the use of the Vehicle as a result of criminal offences / regulatory offences, or the like.
- f) The safekeeping of the Participants' Vehicles will remain the sole responsibility of the Participants. Any damage caused to the Vehicles during the Drive because of accidents, negligence, natural causes shall be solely borne by the Participants and the Organisers bear no responsibility or liability for any damages and/or expenses suffered by the Participants on this account.
- g) In the event of any breakdown of a Vehicle during the Drive, the Organisers bear no responsibility for arranging an alternative vehicle but will provide assistance for the transportation of the Participants to the scheduled night halt destination of that day as per the itinerary.
- h) Fuel and toll charges shall be borne by the Participants for their Vehicles.

11. Documentation and Insurance: At the time of registration for a Dive, the Participant will be required to produce comprehensive Vehicle insurance, original valid driving licence and registration certificate, pollution



certificate and such other valid legal documents as may be required for the Drive.

For abundant caution, it is clarified that the Entry Fee for each Drive does not include costs towards any insurance premium. The Organisers will not obtain any insurance policy covering any risk. The Participants are advised to seek their own appropriate personal accident/travel/medical including COVID-19 insurance coverage as they deem appropriate and at their own cost. All baggage and personal property/s at all times will be at the Participants' risk and Participants agree that Organisers will not be in a position to guard or protect their belongings at any time.

12. Participant and Co-Passenger:

- a) Participants are allowed to bring their family members, including children, or any other individual as co-passengers for the Drives. However, each Vehicle is only allowed a maximum of 3 people, therefore bringing more co-passengers will be subject to prior permission of the Organisers and consent to bear any and all extra charges.
- b) Participants cannot transfer the opportunity of a Drive to any third party or modify/ postpone it to a later date.
- c) No Participant shall have any criminal proceeding pending against them and the Vehicle shall not be involved in any criminal incident or dispute. Any such Participants are not eligible to register/ attend the Drives.
- d) The Participant shall follow all the instructions of the designated group leader appointed during the Drive. Any actions of the Participant in deviation to the group leader's instructions may expose them and others to potential dangers and the disobedient Participant shall be held responsible for any loss, injury, damage caused to the other co-passengers.
- e) The Participants shall follow a strict no alcohol consumption policy while on the Drive and consumption and carrying of alcohol is strictly prohibited during the Drive. In the event of any Attendee being found violating this rule, the Organisers will have the authority to take any necessary action which they deem fit, in the interest of safety of the other Participants.
- f) The Participants shall follow the package itinerary. There shall be no refund, if the Participant fails to join the group at the appointed time of commencement of the Drive or join the group later or leave the group before the culmination of the drive. Please note that for all purposes, it shall be the responsibility of the Participants to reach the place of commencement of the drive and register with the Organisers at the appointed place on the given date and time.



- g) The Organisers shall not be responsible for any delay or alterations in the itinerary or expenses incurred - directly or indirectly by Participants due to natural hazards, accidents, mechanical breakdowns, weather, sickness, landslides, political closures, prohibition orders, local unrest, traffic jams, medical emergency, or any untoward incident. The Organisers are not responsible for any mishap or unforeseen circumstances that may occur at any point of time.
- h) The Organisers reserve the right to claim any additional expenses because of delays or alterations in the itinerary, caused by any reason whatsoever.
- l) The Organisers reserve the right to, without prior notice, extend the period for submission of Entries, amend, alter, vary, or withdraw any departure, excursion advertised/notified, reverse the order of places to be visited or substitute a hotel of similar class if deemed advisable or necessary during the course of the Drive.
- j) The Participant's itinerary and accommodation are subject to change, based on availability. The Organisers reserve the right to replace the itinerary and accommodation with similar alternatives.
- k) In the event a Participant misses out on any activity on the Drive due to delay on his/her part, the Organisers shall not be held liable to refund the money paid for the same or in any other manner whatsoever.
- l) Participants will have to strictly adhere to the prescribed timetable for the day so the Drive can be completed within the defined schedule. In case any of the sightseeing schedules are missed due to delays caused by a Participant or for any other reasons, the same shall not be refunded to the Participant under any circumstances.
- m) In case a Participant is compelled to discontinue the Drive due to any reason whatsoever including illness, death or loss of any travel documents, no claim shall be entertained for refund of unutilized services. Further, the Participants shall pay for any towing / transportation costs involved in moving the Vehicle.
- n) The Organisers reserve the right to withdraw the participation of any Participant whose behaviour is deemed likely to affect the smooth operation of the Drive or adversely affect the enjoyment or safety of other co-passengers and the Organisers shall be under no liability to any such expelled Participants.



13. Medical Condition:

- a) The Drive that you have booked is an adventure event that can place considerable demands on man and material. Driving on difficult terrain / in difficult track conditions may lead to extreme stress. Sand, dust, high humidity and unfavourable weather conditions etc. may impact upon you and your personal equipment. Fundamentally, the Drives are suitable only for fully fit, healthy, resilient adults.
- b) Each Participant should only do what he feels capable of doing. Many activities involve risks. Each Participant must decide himself what risk he wishes to take. If you are travelling as a legal guardian of a Participant who is a minor, you need to be aware that you will be specifically responsible for assessing the risk and for making decisions on behalf of such Participant.
- c) It shall be the duty of the Participants to inform the Organisers in case the Participant has any medical history or prescribed restrictions/allergies that may affect his/her ability to enjoy and pursue fully the drive and wherein the interest of the group or any member thereof is prejudicially affected.
- d) If a medical condition has been disclosed by a Participant, the Organisers shall make an effort to provide basic medical help to such Participant, but under no circumstances shall the Organisers be held liable to any injury, disability, death, sickness etc., that the Participant may suffer or be bound to provide any emergency assistance or refund the money.

14. Drive Package: The details of inclusions and exclusions of the Drives are as follows:

- a) Inclusions:
 - i. Accommodation on twin / double occupancy;
 - ii. Meals viz., breakfast, lunch and dinner (both vegetarian and non-vegetarian) as per the restaurant offerings), refreshments at pitstop/bio break and in-vehicle refreshments;
 - iii. Permits and entry and other charges for activities and experiences;
 - iv. Local guidance from Drive experts and returnable wireless radio set in individual Vehicles; and
 - v. Gifts and giveaways.
- b) Exclusions:
 - i. Flight tickets to and from respective Drive locations and airport transfers;
 - ii. Fuel and toll charges and Vehicle servicing, repairs and traffic fines; Insurances, pollution under control certificates, etc.;
 - iii. Off-road shoes/gumboots;
 - iv. Any additional service such as refreshments/meals for visitors provided by the hotel and any refreshment from the mini fridge, room dine-in or alcoholic beverages;



- v. Additional accommodation charges due to unforeseen delays in the journey;
- vi. Any charges for carrying video camera or still camera; Any hotel, subsistence or other cost incurred prior to official start date of the Drive and after official end date of the Drive.; and
- vii. Any kind of personal expenses or optional tours, extra meals, in-room dining, and beverages ordered, laundry, phone calls and medical expenses.

15. Hotel: The Organisers will make best efforts to procure the best hotels available in the price range keeping in mind the comfort and convenience of the Participants as per the itinerary as priority and will be selected based on strong internal assessment. While the Organisers will make best efforts to ensure the delivery of services that are to be provided by the hotels, they act as a facilitator for the Participants and the hotels and shall under no circumstance accept any request for change in hotel or responsibility for inadequate/deficient/negligent services provided by the hotels. The Organisers shall not accept any complaints from the Participants with respect to services provided by the hotels and that any grievance or complaint shall be directly lodged with the concerned hotel management.

The Participants shall be liable to make good any damage(s) caused by any act of such Participant (wilful/negligent) to the property of the hotels in any manner provided by the hotel policy. The extent and the amount of the damage so caused will be as determined by the concerned hotel. The Organisers shall not intervene in the same in any way.

16. Children:

- a) The parent/guardian signing below agrees to be responsible for his/her children and his/her actions and will ensure he/she complies with his/her obligations.
- b) By signing below the parent/guardian is agreeing to the application of these Terms and Conditions in respect of the child's participation in the Drive.
- c) Children must not be left unattended at any time. Children are the responsibility of either parents or a guardian at all times.

17. Meals and Special Requests: The menu for all meals viz., break-fast, lunch & dinner (both vegetarian and non-vegetarian) will be pre-set as per the packages.

The Organisers reserve the right to change the menu if circumstances necessitate such a change without any prior notice to the Participants. If the Participant does not avail the meals (as offered in the menu) for any



reason, then no claim can be made for the unutilized meal against the Organisers.

18. Force Majeure: Neither party shall be held liable for damages or deficiency in service or loss, injury, expense, etc., in the event of the Drive being delayed or cancelled or aborted after commencing due to any force majeure events including but not limited to Acts of God, natural calamities, prohibition orders, Government restrictions, lockdown, epidemic, pandemic, local unrest, traffic jams, medical emergency, accidents, etc ("Force Majeure Event"). The Organisers shall be under no obligation to resume the Drive on the situation having normalized after the Force Majeure Event.

19. Liability:

- a) The Organisers shall not be responsible and / or liable for any damages caused to the Participant due to circumstances beyond the control of the Organisers (Force Majeure / Vis Majeure / Acts of God).
- b) The Organisers shall not be responsible for the temporary or permanent loss of or damage to baggage or personal effects howsoever caused including wilful negligence on the part of any person.
- c) The Organisers shall not be responsible for any death, personal injury, sickness, accident, loss, delay, discomfort, increased expenses, any direct loss or damage including financial loss, or loss of contracts or goodwill or for any indirect, special or consequential loss and/or damage or any kind of theft howsoever caused and the Participant hereby forever discharges them of and from all actions, causes of action, suits, debts, obligations, claims and demands whatsoever which the Participant has or hereafter can, shall, or may have.

20. Indemnity:

- (a) The Participant agrees to indemnify, defend, keep indemnified and hold harmless the Organisers, its directors, employees, officers, authorized representatives, agents and/or its Service Providers against any claim, damages, judgments (including advocate fees), liability, loss or expenses if any arising:
 - i. out of or in connection with the participation of the Participant in the Event;
 - ii. from the operation, condition or use of the Vehicle by the Participant in the Event, including those arising from a direct or vicarious liability/ claims including from a third party resulting out of his/her act or omission during the entire Event;
 - iii. out of any damage, death or injury to persons including that of the Participant itself, or any other third party or any other occupant/co-passenger/s of the vehicle;



- iv. out of any loss or damage to any property of the third party including the vehicle or otherwise as a result of any rash or negligent driving, dis-obeying the traffic rules, over speeding or any other reason of whatsoever nature by the Participant during the Event; and
 - v. out of or due to breach by the Participant of the terms and conditions of or the breach of any of the undertakings given by him/her hereunder.
- (b) Participant agrees that he/she will not file in person/through any family member and/or third party any applications, criminal and/or civil proceedings, administrative, tort, motor vehicles act/rules, consumer or otherwise of whatsoever acts, rules, regulations in any courts or forum in India against any Organiser, its directors, employees, officers, authorized representatives, agents and/or its service providers to claim any damages or relief in connection with the Event or any matter related to it.
- (c) While participating in the trials, test runs, endurance tests, performance appraisals, or any event as part of the Event, either by himself/herself or with any person to whom he/she has delegated on their behalf or while being driven by any other person while the vehicle is in their possession, the Participant shall not make any claim against the Organisers, its directors, employees, officers, authorized representatives, agents and/or its Service Providers for any loss, damage or injury caused to the Participant or to any other person in any manner whatsoever.

The indemnity above shall apply Regardless of Cause. For the purposes hereof, "Regardless of Cause" means without regard to negligence, in whole or in part, of the Party seeking indemnity or of any other person.

21. Intellectual Property Rights and Sharing of Personal Data:

- a) By participating in the Drive, the Participants hereby unconditionally and irrevocably agree and consent that the Organisers may use his/her name and / or photograph and/or video and/or audio for advertising or promotional related activities without demanding any compensation under any circumstances whatsoever from Organisers.
- b) The Participant also authorizes the Organisers to willingly use any images/videos clicked by him/her, and which have been shared with the Organisers during the Drive, for use on their social media platforms.
- c) The Organisers may use any information collected from the Participant to inform him/her of new products and services. The data provided will be treated in accordance with Indian law.
- d) Participant agrees that he/she not share or upload any material (including photos, videos, documents, any other details) relating to the Event, on any



platform (including social media platforms), without the prior permission of the Organisers.

- e) Participant agrees that he/she has no objection for using his/her details, data, appraisals of the ride, photos, video footage, diagrams, schematic drawings, social media posts, and other similar and related materials to be utilized for promotional purposes like publishing in print, digital, visual or any other media or any other purposes by the Organisers without any reservation.
- f) Participant agrees that he/she expressly and irrevocably assigns all intellectual property rights created, including and not limited to the condition mentioned in the sub-clause above, during the course of participating in the Event to the Organisers without any reservation.

22. Governing Law and Jurisdiction: For any claims, suits, complaints, or disputes relating to the Drive and service provided by the Organisers therein, the competent courts in New Delhi, India alone shall have exclusive jurisdiction.

INR 14,999 for 2 participants
INR 7,499 for a 3rd participant
Inclusive of all taxes

FOR MORE INFORMATION

Write to us at
info@hyundaiexplorers.com
or call 8000 85 1616 for any assistance.
You may also visit
www.hyundaiexplorers.com
for more details.

Important note

The images shown here are for illustration purposes only and should there be any ambiguity regarding the programme, the written itinerary will be taken as the more accurate interpretation of the trip. We reserve the right to alter the travel route with similar alternatives.

