

SPP Challenge Terms and Conditions

IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS (THESE "TERMS AND CONDITIONS") BEFORE ENTERING THE CHALLENGE. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND FORD INDIA PRIVATE LIMITED ("FORD INDIA") ESTABLISHING THE TERMS AND CONDITIONS UNDER WHICH YOU ARE ENTITLED TO PARTICIPATE IN THE CHALLENGE. BY ENTERING THE CHALLENGE, YOU CONFIRM THAT YOU HAVE READ AND UNDERSTOOD, AND AGREE TO ABIDE BY, THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS, YOU ARE REQUESTED NOT TO PARTICIPATE IN THE CHALLENGE.

<u>Organizer</u>

This challenge (hereinafter referred to as "**Challenge**") is owned, controlled and managed by M/s Ford India Private Limited (hereinafter referred to as "**Ford India**")

Overview of the Challenge

The customer can check the Periodic Maintenance Service Cost# ("**Service Cost**") for the "Schedule Service" of his / her Ford vehicle (except Ford Ikon, Ford Fusion) on <u>www.fordservicepricepromise.com</u>, and if the Service Cost (Dealer Invoice) charged by Ford authorized dealer for the Schedule Service is over and above the price (web invoice) generated from <u>www.fordservicepricepromise.com</u>, then the customer will get the refund of his/her Service Cost paid by him or her for the Schedule Service. This challenge is not applicable for Ford vehicles which have clocked or driven more than 1, 00,000 kms.

Challenge Duration:

This Challenge starts from October 4, 2019 and ends at October 31, 2019. Ford India reserves the right to extend or shorten the Challenge duration at its sole discretion.

Definitions

- a) "Challenge" means the Challenge titled as Service Price Promise Challenge"
- b) "Customer" means the Indian citizen residing in India and undergone the Schedule Service of his/ her any Ford vehicle (except (except Ford Ikon, Ford Fusion) with Ford Dealer located in Chennai, Tamil Nadu.
- c) "Ford India" mean Ford India Private Limited, a company as per the companies Act, 1956 and having its registered office at: S.P.Koil Post,Chengalpattu, Kancheepuram- 603204, Tamil Nadu.
- d) "Ford authorized dealer" means the authorized dealer of Ford India located in Chennai and is authorized by Ford India to service Ford branded vehicles
- e) "Refund" means the refund of the Service Cost charged by the Ford authorized dealer
- f) "Service Cost" means the cost of labour, maximum retail price of listed parts and consumables, including all taxes
- g) "Schedule Service" means a regular service of your vehicle once it has completed a certain ownership duration or kilometers driven whichever happens earlier

General Terms and Conditions

- The entry and participation in the Challenge is deemed unconditional acceptance of these terms and conditions including any modifications there to ("Terms and Conditions"). The Customer further agrees that these Terms and Conditions may be modified from time to time without any prior/public notice by posting the applicable terms and conditions on the Challenge website. Ford India also reserves the right to cancel or terminate the Challenge at any stage without assigning any reasons whatsoever.
- This challenge is only valid in Chennai from 04 Oct to 31 Oct 2019.
- It is valid only in case the customer is going for Schedule Service Only any additional job or any parts / services besides the schedule service – this challenge is not valid and will not be entertained.
- In case the dealer invoice for Schedule Service is higher than invoice generated from www.fordservicepricepromise.com the customer will get the full refund of his/her schedule service costs
- This offer is not valid for customers who have driven the vehicle more than 1, 00,000 kms.
- In order to claim the amount the customer is required to submit the web invoice he / she would have downloaded from <u>www.fordservicepricepromise.com</u>. He / she is required to submit the same to the dealer along with the invoice received from dealer with same schedule service details.
- In case the web invoice of the Scheduled Service is higher and dealer invoice of the Scheduled Service is lower than the customer is not liable for any refund. Refund will only be given in case dealer invoice for the Schedule Service is higher than web invoice of the Scheduled Service received from <u>www.fordservicepricepromise.com</u>
- This challenge is valid on all Ford cars except Ford Ikon, Ford Fusion
- The customer can write to <u>custmail@ford.com</u> for any concern or dispute

Applicable Law and Dispute

The Challenge will be governed by and construed in accordance with the laws of India. Any disputes, differences and, or, any other matters in relation to and arising out of the Challenge and, or, pertaining to the rules and regulations and, or, the Terms and Conditions will be referred to arbitration under the Arbitration & Conciliation Act, 1996. The arbitral tribunal will consist of a sole arbitrator to be appointed by Ford India. The venue of arbitration will be Chennai.