

**TERMS AND CONDITIONS FOR PURCHASE OF HERO MOTOCORP LTD.
PRODUCTS UNDER the GREAT ONLINE SHOPPING FESTIVAL BY GOOGLE**

Hero MotoCorp Ltd., a company incorporated under the Indian Companies Act, 1956, and having its registered office at 34, Community Centre, Basant Lok, Vasant Vihar, New Delhi-110057 (hereinafter referred to as “HMC”) has agreed to market and sell its Products (defined herein) as part of the initiative by Google named “Great Online Shopping Festival” commencing from 10th December, 2014 until 12th December, 2014 (hereinafter referred to as “GOSF” /“Google Initiative”).

As part of GOSF, customers and members of the general public seeking to review, inquire or purchase HMC Products would be guided onto the HMC designated page /the Website of Snapdeal (as defined below) subject to strict applicability of these terms and conditions.

THESE TERMS AND CONDITIONS SHALL BE APPLICABLE UPON A BUYER (DEFINED HEREIN) WHO INTENDS TO PURCHASE THE PRODUCT OF HMC UNDER THE GOSF AND IS REDIRECTED/ DIVERTED TO THE LANDING PAGE/ WEBSITE OF SNAPDEAL FOR THE SAME PURPOSE.

THE TERMS AND CONDITIONS HEREIN SUPERSEDE ALL OTHER TERMS AND CONDITIONS SET FORTH BY GOSF AND/OR SNAPDEAL WHICH ARE OTHERWISE APPLICABLE TO THE USERS OF THE WEBSITE, TO THE EXTEND INCLUDING COMMERCIAL TERMS, PURCHASE AND ORDER PLACEMENT PROCESS, OTHER BENEFITS AND/OR CANCELLATION CHARGES ETC.

IT IS CLARIFIED THAT-THESE TERMS AND CONDITIONS SHALL BE APPLICABLE TO ANY AND ALL SALE OF PRODUCTS MADE BETWEEN HMC AND BUYER AS PART OF THE GOSF ONLY THE LIMITED PERIOD OF GOSF. ANY AND ALL AMENDMENT(S) TO THESE TERMS AND CONDITIONS SHALL BE APPLICABLE WITHOUT ANY FURTHER INTIMATION/ NOTICE TO THE USER/ BUYER OF THE PRODUCT.

1. KEY DEFINITIONS:-

“Product” means (for the purposes of these terms and conditions) all two wheeler products manufactured and distributed by HMC except the of Maestro, Impulse, and Xtreme Sports models.

“Buyer” means any person of or above the age of 18, who intends to purchase the Product of HMC under GOSF pursuant to which he/ she will be redirected/ diverted to the landing page/ Website of Snapdeal.

“Booking Amount” shall mean only the amount of Rs. 10,000/- that any Buyer will be required to submit on Snapdeal for booking the Product under GOSF. The said Selling Price for the Product would be the ex-showroom price applicable (for the particular Product) and

the Buyer would also need to pay the additional amounts such as road tax, etc. prior to the delivery and sale of the Product through the authorized dealer of HMC.

“Website” shall mean the website located at the URL ‘www.snapdeal.com’ or such other URL as may be specifically provided by Snapdeal to HMC.

“Google Platform” means the landing page of Google where the **“Great Online Shopping Festival”** is featured commencing from 10th December, 2014 until 12th December, 2014.

“Sale Territory” shall mean the territory of the Republic of India.

“Registration” shall mean the process of registering the Product in the name of the Buyer with the concerned RTO department of Government of India.

“Order Confirmation Request” means the document issued by HMC via email confirming the order placed by the Buyer for Product purchased through Website.

2. SALE AND PURCHASE OF PRODUCT

The Buyer may voluntarily choose to book for the purchase the Product under GOSF through the Website after making payment of the Booking Amount. The Product will be delivered/ received by the Buyer at the designated dealership identified by HMC in the nearest city/ location preference made by the Buyer after the Buyer has complied with the necessary requirements for concluding the purchase transaction (as detailed herein below).

It may be noted that following terms and conditions are applicable for GOSF:-

a. Order Placement and Purchase Process:-

Any Buyer who intends to purchase the Product of HMC under GOSF will automatically be redirected/ diverted to the landing page/ Website. Thereafter the Buyer will be required to initiate the order placement and the booking process. The Buyer shall place an order for the booking of Product on the Website by submitting specific preferences including Product type/ model, color, variation, delivery location etc. along with the Buyers’ relevant details.

Under GOSF only the designated Products specifically defined herein are available for sale and purchase and other products such as Maestro, Impulse, and Xtreme Sports are excluded by HMC. The Buyer will be required to make payment of the Booking Amount on the Website.

b. Order Confirmation Request:-

After making payment of the Booking Amount for the Product on the Website, the Buyer will receive an Order Confirmation Request by HMC. It is clarified that Order

Confirmation Request is nothing but a document confirming the order placed by the Buyer and the final delivery & sale of Product will be subject to Buyer making payment of the entire ex- showroom price, cost of registration, insurance and other charges as stipulated by HMC along with the completion of the registration process for the Product under the Motor Vehicles Act, 1988.

If the Buyer fails to make full payment of the Product (including cost for registration, insurance, delivery and on-road price etc.) and/or fails to complete the formalities for concluding registration of the Product, the Order Confirmation Request shall stand void and cancelled by HMC.

Against each Order Confirmation Request, HMC shall issue order reference no., whereby HMC and/or its dealership may contact the Buyer for delivery and completion of the registration process.

c. Tentative Date of Delivery:-

HMC shall indicate the Buyer a tentative date for delivery of Products whereby the Buyer shall be entitled to receive/ take delivery of Product from designated dealership subject to completion of all formalities such as payment, submission of papers (for registration), etc. as determined by HMC.

d. Registration, Identification and Sale of Product

The Buyer will be required to visit the designated dealership and initiate the process for registration after making full payment towards the registration, insurance and delivery costs as may be communicated by the dealership. The Product will be identified and blocked for sale/ delivery (by assigning specific SKU) to the Buyer only after the Buyer makes full payment for price of the Product. Once the registration process will be completed the Buyer shall be entitled to take delivery of the Product.

HOWEVER IT IS CLARIFIED THAT FINAL SALE/ DELIVERY TO THE BUYER SHALL BE AS PER SELLING TERMS AND PRICE AS APPLICABLE ON THE DATE OF DELIVERY OF THE PRODUCT.

e. Cancellation and Amendment to the Order

The Buyer shall be entitled to cancel the order placed on the Website only till the date the registration process has not been initiated by HMC and/or by its dealership with the concerned RTO. However in such an event the Buyer shall be liable to make payment towards any actual cost incurred by HMC (if any). **NO OPTION FOR CANCELLATION IS AVAILABLE TO THE BUYER ONCE THE REGISTRATION PROCESS HAS BEEN INITIATED BY THE SELLER OR ITS CONCERNED DEALERSHIP.**

Once the Buyer receives Order Confirmation Request and till the date the Product (bike) is identified for sale to the Buyer, the Buyer may change his/her order preference for bike model/type, color, variant and/or other specifications which would be subject to HMC's confirmation prior to becoming binding upon HMC. No change will be entertained by the dealer and/or HMC once the bike has been blocked/ identified for sale to the Buyer (i.e. the SKU has been designated already).

f. No Forced Sale

The Buyer acknowledges and warrants that HMC, Google and/or Snapdeal have not instigated and/ or forced the Buyer in any manner whatsoever to buy/ purchase the Product through the Website and make consequent deposit of the Selling Price.

g. Benefits granted under GOSF

As part of the GOSF, all purchases made by Buyer(s) (during GOSF) would be entitled to free vehicle insurance (for the Product) and Rs. 1000/- cash gift voucher provided by Snapdeal. The aforesaid benefits are only valid for the bookings made under GOSF and the Buyer(s) shall be entitled to the benefits only after full payment is made and the Registration process is concluded in the name of the Buyer.

3. LIMITATION OF LIABILITY

IN NO EVENT SHALL HMC, ITS AFFILIATES, ITS DEALERS, ITS EMPLOYEES, ITS SUPPLIER'S, BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA, INCOMPLETE TRANSACTION OR ANY OTHER FORM OF INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE THE WEBSITE AND CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT HMC IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. GENERAL

These Terms and conditions and the relationship between the Buyer and HMC shall be governed by the laws of the country of India without regard to its conflict of law provisions and courts at Delhi alone shall have the exclusive jurisdiction to try and entertain any dispute arising out between the Buyer and HMC.

Failure of HMC to exercise or enforce any right or provision of the terms and conditions shall not constitute a waiver of such right or provision.

If any provision of the terms and conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms and conditions remain in full force and effect.

HMC shall neither be responsible for any fake, fictitious, inaccurate and/or incomplete entry or order placed by the Buyer through the Website with wrong address, phone number, email Ids, city details or otherwise and nor will HMC be liable to check the authenticity or credentials of the Buyer.

HMC will identify the Buyer only by way of their personal details (name, phone number, address, email id and city name etc.) submitted on the website and communication/verification by HMC would also be based entirely upon the same.

HMC shall have the discretion to decide and designate the insurance company from whom the free insurance (as part of the GOSF benefit) is secured for the Buyer(s). The decision of HMC of the insurance company, type of insurance policy and related decisions are final and binding upon all the Buyers, unless any Buyer(s) wish to voluntarily waive the right to the 'free insurance benefit' and seek to avail alternative insurance at their own cost.

All delivery related procedures, registration processes and related formalities will be described to the Buyers by HMC and/or HMC dealers separately and the Buyer must agree to adhere to the same for concluding the sale of the Product(s). HMC and/or its dealers will not entertain any request for customization or change in regular processes (for delivery, registration, etc.) from any Buyer under any circumstances whatsoever.

Any Order Confirmation Request found by HMC to be improper, containing fake information, misleading facts (about age, address, etc.) or violating HMC's sale policy (as determined by HMC from time to time); would not be entertained and such Order Confirmation Request would be cancelled by HMC in its own discretion. The Booking Amount paid by the Buyer(s) of aforesaid instances would be refunded and HMC will not entertain any further request for damages or punitive costs from such Buyer(s).

Choice of the dealership & location for delivery of Product(s) to any Buyer is at the discretion of HMC and is based upon availability of the Product(s). Once a dealership is designated by HMC to any Buyer, then the Buyer cannot seek for an alternative location/dealership/city and HMC will not entertain any such requests (for change of location/dealer) from the Buyers.

5. DISCLAIMERS

HMC states that Snapdeal are the owner of the Website and shall be responsible to operate and manage the Website. HMC does not warrant that the Website will operate error-free or that the Website is free of computer viruses or other harmful mechanisms. If the use of the Website or content thereof results into the need for servicing or replacing equipment or data, HMC is not responsible for those costs.

The Website is provided on an "as is" basis without any warranties of any kind. HMC does warrant that the Website will be constantly available or available at all; or the information on the Website is complete, true, accurate or sufficient.

HMC, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT.