

Program Terms & Conditions:

These Terms and Conditions form the basis of the Ashok Leyland ELITE program (herein after called as 'Program'). These Terms and Conditions apply to the relationship between you (being an ELITE customer of the Program, and terms such as 'you' and 'your(s)' shall be construed accordingly) and us ("AL" or "Ashok Leyland"), and are intended to protect both, you and us. It is your responsibility to read and understand these Terms and Conditions before making use of the Program; they contain very important information about your rights and obligations, as limitations and exclusions that may apply.

- This Program is open only to Ashok Leyland Medium & Heavy-Duty Commercial Vehicles (M&HCV) retail customers who are resident Indian nationals and above 18 years of age. State Transport Undertakings and Transport Associations are not eligible to be a part of this Program.
- As a member of the program, you authorize AL and AL Program Partners with whom AL may finalize arrangements i.e. Program partners to use data submitted by you for marketing and communication through appropriate digital or other media at AL's discretion.
- Program details and benefits can be accessed and availed by you through the Program website available at www.elite.ashokleyland.com/ and ELITE Mobile Application provided specifically for this purpose and also through a tollfree number: **+91 89294 21700** for all the clarifications/issues related to the Program offering. AL may change the terms of Program or the means of program communication and interaction at any time at its sole discretion and may inform you accordingly. AL requests you to check the Program website or the ELITE Mobile Application for the most recent terms and conditions.
- AL reserves the right to withdraw or modify any or all parameters of the Program and the promotional benefits, at any point of time without prior intimation.
- AL will not accept responsibility for any delay or failure in performance of any of its obligations which may arise due to circumstances beyond our reasonable control, including but not limited to, Government legislations, fires, floods, explosions, epidemics, pandemic, accidents, acts of God, wars, riots, strikes, lockouts, or other concerted acts of workmen, acts of Government, etc. and any other circumstances that are beyond its reach or control, and that may cause a delay or inability to fulfill obligations towards you.
- AL shall not, in any way, be liable or under any obligation to you if the program is withdrawn or modified due to statutory enactments, judicial/quasi-judicial orders or any other reasons beyond its control.
- AL provides no warranty and makes no representation about the quality of the goods and services provided by the Program partners in the Program and will not be responsible if the said goods/services are found defective/deficient/unsatisfactory/not as per the standard in any way.
- AL cannot be held responsible in any manner if the services provided by the Program Partner are not appropriate or not satisfactory. AL holds out no warranty and makes no representation in respect of the Program Partners engaged in the Program.
- All products and services featured in the gift catalogue under the Gift Store, are subject to availability of such products/services and supplier warranties/restrictions, at the time of redemption. AL gives no warranty whatsoever with respect to the products/services offered in the Program except for the products/services purchased from Ashok Leyland store in the ELITE mobile App/Website for which the standard OEM warranties (if applicable) for the respective product/services will prevail.
- AL shall not be responsible for any liability incurred by you with respect or related to any aspect of the Program or the products/services provided under the Program.
- AL reserves the right to reject or cancel any or all of your orders at any time on its sole discretion, without assigning any reason. Even after the order confirmation, AL is well within its right to reject or cancel your orders without assigning any reason.

- The explanation and clarification given in the FAQ's also form a part of the Program terms and conditions.
- AL reserves the right to withdraw any or all the benefits provided under this Program at any point of time without prior intimation.
- AL reserves the right to add, modify, withdraw or delete any of the terms and conditions or the duration of the Program, with or without notice.
- Any fraud or abuse of the card and / or rewards / benefits arising out of the Program is subject to appropriate administrative and / or / legal action by AL, including forfeiture of accumulated points/LeyCoins and related rewards / benefits, and may results into the suspension or cancellation of the membership.
- If some reward points/LeyCoins and / or rewards / benefits are wrongly credited into your account, the same can be debited or reversed by AL by itself and the concerned Program Partner will be informed accordingly.
- In case of any dispute on the points/LeyCoins and / or rewards / benefits, the same shall be looked into / resolved only on production of the supporting transaction bill to AL's customer care.
- AL will not be responsible for circumstance that are beyond its reach or control, and that may cause a delay or inability to fulfill your requests or orders.
- Points/LeyCoins conversion percentage can be changed by AL anytime without prior intimation.
- Illustrations, photographs, specification or descriptions whether in catalogues, brochures, price lists or other documents issued by AL or its Program Partner are intended as a guide only and shall not be binding on AL or its Program Partner.
- AL or its Program Partner reserves the right to make any changes in the specification of the goods/ services at any time even after the confirmation of the order or even cancel the order without any notice to you.
- No order which has been accepted by AL or its Program Partner can be cancelled by you. You agree to indemnify, defend and hold AL and its representatives and Program partners harmless from and against any and all third party claims, demands, liabilities, costs or expenses, including attorney's fees and costs, arising from, or related to any breach by you of any of these Terms and Conditions or any violation by you of applicable law.
- By participating in the Program, you release AL and its respective directors, officers, employees, and agents from any and all liability for any loss, harm, damages, cost or expense, including, without limitation, property damages, personal injury and/or death, arising out of or in any way connected to the Program and/or the use of any Rewards.
- AL reserves the right to cancel, change or substitute any reward at any time without any prior notice. AL or its Program Partner or agency will not be responsible if products or vouchers are stolen, lost or damaged in transit.
- Any dispute, claim or legal action related to or arising out of this Program will be subject to Chennai jurisdiction exclusively.
- Any dispute regarding products/services shall not constitute a claim against AL. AL and its designated agency's decision will be final and binding, in case of any disputes over the program implementation. The disputes, if any, are subject to Courts at Chennai.

Eligibility and Enrollment:

- All identified ELITE customers are pre-enrolled into the program by AL as privileged members based on their total spent as per the discretion of AL.

- You will be provided with a unique identification number (ELITE ID) and will be able to track all transactions at Authorized Ashok Leyland Channel Partners that are eligible for rewards/LeyCoins under the ELITE Program.
- All your Ashok Leyland M&HCV will be registered under the Program, using one common identification number called “ELITE ID” and you will be able to earn points/LeyCoins against transactions at all Authorized Ashok Leyland Channel Partners. AL reserves the right to approve or reject requests for adding M&HCV under your account as a part of the Program.
- The membership tier is valid for 1 financial year. The tier will be revised annually, basis the program rules defined by AL and/or basis its discretion.
- You can choose to deactivate your membership or opt out of the program by reaching out to AL’s toll-free number **+91 89294 21700** or by writing to AL on **elitehelpdesk@ashokleyland.com**
- AL reserves the right to reject/terminate your membership, based on its discretion without assigning any reason or warning.
- Any fraud or abuse of the ELITE ID and/or rewards/benefits arising out of the Program is subject to appropriate administrative and/or legal action by AL, including forfeiture of accumulated LeyCoins and related rewards/benefits and may result into the cancellation of your membership.
- You may also be entitled for various value-added benefits from various Ashok Leyland Channel Partners and associates as communicated by AL from time to time.

Unique Identification Number (ELITE ID):

- The ELITE ID is valid only for 3 years from the date of issue in India or till the validity of LeyCoins whichever is later, unless specified by AL.
- The ELITE ID and the points/rewards/LeyCoins earned are neither transferable nor assignable.
- The issuance of ELITE ID is subject to verification of the ownership of vehicle by the Owner's company.
- Points/LeyCoins can be accumulated as well as redeemed through the ELITE ID.
- In case there is any misuse of your ELITE ID, you must inform Ashok Leyland through toll-free number **+91 89294 21700** or write to AL on **elitehelpdesk@ashokleyland.com**.
- Responsibility of ensuring that the ELITE ID is not misused by staff or other vested interests rests with you. AL shall not be responsible or liable for any misuse of ELITE ID.
- In the event you are issued a duplicate ELITE ID, points/LeyCoins existing in your account will be transferred to your new account.

LeyCoins Earning and Redemption:

- Under this Program, you will earn reward points (herein after called as “LeyCoins”) on your transactions carried out at all Authorized Ashok Leyland Channel Partners (in the foreseeable future) as communicated to members from time to time.
- The LeyCoins in your account are non-transferable, unless specified under specific circumstances elsewhere in the T&C or communicated as special offers from time to time.
- LeyCoins earned will be valid only for 24 months from the time of earning unless otherwise communicated by us, post which LeyCoins cannot be redeemed.
- Eligible members can redeem the LeyCoins for a variety of services, gifts, partner privileges and offers, third party services and products, other privileges which will be notified by Ashok Leyland through ELITE Mobile Application or Website.
- The gifts/rewards due against LeyCoins earned are not replaceable or refundable in cash nor can they be exchanged for any other alternative denominations.

- AL reserves the right to add or delete products/services which will enable you to earn LeyCoins and add/delete items/services that will be available for redemption from time to time.
- AL reserves the right to reverse LeyCoins and or rewards/benefits wrongly credited/awarded to you without any prior intimation whatsoever.
- Any dispute or clarifications of LeyCoins awarded or rewards/benefits awarded will be inquired basis transaction proof provided by you and AL's decision on these will be final.
- In case of renewal of membership, the LeyCoins in your account will be automatically activated for redemption by you.
- Customer is entitled to redeem LeyCoins against M&HCV Vehicle Repairs (Paid& Accident Repairs only) carried out at Authorized Ashok Leyland Channel Partners.

Disclaimer:

- AL will use commercially reasonable efforts to provide the Support under these Terms; however, you acknowledge that AL cannot guarantee that every question, problem, or issue reported by you can or will be resolved. Nothing in these Terms and Conditions shall expand or add to any warranty for the products or services provided under this Program.
- Except as provided herein, AL provides no warranty, express, implied, or statutory including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, title or non-infringement of third-party rights related to products or services or support that may be provided under the Program.
- AL does not provide any services to the products provided under the Program except for the Products or Services purchased under Ashok Leyland Store in the ELITE Mobile App/Website for which the standard OEM warranties (if applicable) for the respective product/services will prevail.