

BAGGAGE HANDLING SERVICE – TERMS & CONDITIONS

1. DEFINITIONS

1.1 “Promoter” refers to Procam International Pvt. Ltd.

1.2 “Associated parties” refers to Sponsors, Partners, promoters, government, or any government agencies associated with the Event(s), its employees, vendors/contractors, and representatives.

1.3 “Participant” refers to any registered runner availing the baggage handling service.

1.4 “Baggage” refers to personal belongings submitted by the Participant for transportation from the Start Point to the Finish Point.

1.5. “Events” refers to Tata Mumbai Marathon, TCS World 10K Bengaluru, Vedanta Delhi Half Marathon and Tata Steel World 25K Kolkata.

2. SERVICE DESCRIPTION

2.1 The Promoter, as a service gesture provides a facilitation to transport Participant baggage from the designated Start Point to the designated Finish Point.

2.2 This is a convenience service.

2A. SECURITY DEPOSIT FOR BAGGAGE TAGS

2A.1 A refundable security deposit of INR 500 shall be collected from the Participant at the time of registration for issuance of official baggage tags.

2A.2 The security deposit shall be refunded to the Participant upon successful collection of their baggage at the Finish Point, subject to presentation of the issued bag collection tag.

2A.3 The Promoter reserves the right to withhold or forfeit the security deposit in the event of:

- Loss or failure to present the tag
- Misuse, duplication, or tampering of baggage tags
- Failure to collect baggage within the stipulated time

2A.4 Refunds shall be processed at the event venue, through original mode of payment and the amount shall be credited within 15 working days.

3. VOLUNTARY USE

3.1 Use of the baggage service is entirely voluntary.

3.2 By availing the service, the Participant agrees to these Terms & Conditions.

4. TAGGING & IDENTIFICATION

- 4.1 Participants must use only the official baggage tags issued by the Promoter.
- 4.2 The Promoter shall not accept any baggage without proper tagging.
- 4.3 Participants must retain the claim stub and present it for baggage collection.

5. PROHIBITED ITEMS

5.1 Participants shall not include the following items in their baggage:

- Valuables (such as cash, jewelry, electronics, passports, etc.)
- Fragile items
- Perishable goods
- Hazardous or illegal materials

5.2 The Promoter reserves the right to refuse or inspect baggage for safety reasons.

6. LIMITATION OF LIABILITY

6.1 The Promoter shall take reasonable care in handling baggage but does not guarantee against loss, theft, or damage.

6.2 To the fullest extent permitted under applicable law, the Promoter's liability shall be limited to the deposit amount collected from the Participant per bag.

6.3 The Promoter shall not be liable for:

- Loss or damage of prohibited items
- Normal wear and tear
- Delays caused by unforeseen circumstances
- Force majeure events (including but not limited to natural disasters, strikes, public disturbances)

The Participant acknowledges that the baggage service is provided as a facilitation service with inherent limitations and risks as disclosed herein.

7. ASSUMPTION OF RISK

7.1 The Participant acknowledges that baggage handling involves inherent risks.

7.2 The Participant agrees to bear such risks and releases the Promoter from claims arising from such risks, except in cases of gross negligence or willful misconduct.

8. CLAIM PROCEDURE

8.1 Any claims for loss or damage must be reported at the Help Desk immediately upon baggage collection.

8.2 Claims submitted after the event day may not be entertained.

8.3 The Promoter's decision regarding claims shall be final, subject to applicable law.

9. UNCLAIMED BAGGAGE

9.1 Unclaimed baggage will be held for a period of 5 days.

9.2 After this period, the Promoter reserves the right to dispose of the baggage without liability.

10. INDEMNITY

10.1 The Participant agrees to indemnify and hold harmless the Promoter from any claims, damages, or liabilities arising from:

- Violation of these Terms
- Inclusion of prohibited items
- Misuse of the service

This indemnity shall survive the completion of the event.

11. COMPLIANCE WITH LAW

11.1 These Terms shall be governed by the laws of India.

11.2 Any disputes shall be subject to the jurisdiction of courts in Mumbai.

12. WAIVER AND RELEASE OF LIABILITY

12.1 The Participants, hereby expressly waives, releases, and discharges the Promoter from any and all claims, demands, actions, or causes of action arising out of or in connection with loss, damage, delay, or misplacement of baggage, except where such loss is caused by gross negligence or willful misconduct of the Promoter.

12.2 The Participant acknowledges that this waiver is a material condition for availing the baggage handling service and has agreed to voluntarily with full knowledge of its implications.

12.3 The Participant further confirms that they have not relied on any representation other than those expressly stated in these Terms.

13. AMENDMENTS

13.1 The Promoter reserves the right to modify these Terms at any time.

13.2 Updated Terms shall be communicated via official channels.

14. ACCEPTANCE

By submitting baggage, the Participant confirms that they have read, understood, and agreed to these Terms & Conditions.