

HARLEY-DAVIDSON DEMO CAMPAIGN 2018

HOW TO ENTER

Eligibility Requirements – please read carefully

To be eligible to enter, individuals must:

- be an Australian or New Zealand resident
- be over 18 years of age
- hold a full, valid Australian or New Zealand motorcycle licence covering motorcycles over 660cc
- have at least 5 years' experience riding motorcycles over 660cc
- be able to travel between 28 August – 8 September 2018

AND

- visit h-d.com/freedomdays and complete the online entry form by 30/06/2018 ("Eligible Entry").

To enter:

Entrants must, during the Promotional Period, visit h-d.com/freedomdays and complete the online entry form before 30/06/2018.

All entrants **must** complete the online entry form and provide their first and last name, address, daytime contact number, date of birth and email address.

Entries submitted after 23:59 AEST on 30/06/2018 will not be accepted.

Entrants must also accept these Terms & Conditions and the Promoter's Privacy Policy on the online entry form.

TERMS AND CONDITIONS

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this Promotion is deemed acceptance of these Terms and Conditions. The acceptance or use of any portion of the prize by the winner's guest is deemed acceptance of these Terms and Conditions and the Terms and Conditions applying to the winner will also apply to the guest as if reference to the winner in these Terms and Conditions were to the guest (unless indicated otherwise).
2. The Promoter is Harley-Davidson Australia Pty Limited (ABN 83 098 483 259) of 1 Sirius Road, Lane Cove NSW 2066 (Postal Address: PO Box 133, North Ryde NSW 1670).
3. Entry is only open to individuals who meet the Eligibility Requirements and comply with the entry instructions described in these Terms and Conditions. Employees (and their immediate families) of the Promoter, participating dealers and agencies associated with this Promotion are ineligible to enter. Immediate family means any of the following: spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
4. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age, place of residence, licence status and riding experience) and to disqualify any entrant who submits an entry that is fraudulent or not otherwise in accordance with these Terms and Conditions or any relevant law, or who tampers with the entry process. Each entrant consents to the Promoter exercising its rights under this clause by their entry into the Promotion.
5. Incomplete, indecipherable, or illegible entries may be deemed invalid. For example, entries which do not include the entrant's name, address, daytime contact number and email address will not be accepted.
6. Only one (1) entry permitted per person. Entrants cannot enter via more than one Harley-Davidson competition website.
7. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
8. Promotion starts at 0.01 on 04/04/2018 and ends at 23.59 (Sydney local time) on 30/06/2018 ("Promotional Period").
9. There are two prizes available in this competition. The draw will take place at 1 Sirius Road, Lane Cove West, Sydney Australia at 10.00am (Sydney local time) on 09/07/2018. The first two valid entries drawn will win a prize.
10. Prizes are not transferable and are not redeemable for cash.
11. The winners will be notified by telephone, email and/or mail within 24 hours of the draw. The winners' names and suburbs will be published on www.harley-davidson.com on 10/08/2018.
12. The Promoter will make all reasonable efforts to contact the winner. However, if necessary, the Promoter will hold a second chance draw on 27/07/2018 at the same time and place as the first draw in order to distribute any unclaimed prizes. Any second chance winners will be notified by telephone and email and/or mail within 24 hours of

the draw. The names and suburbs of any second chance winners of prizes will be published on www.harley-davidson.com on 10/08/2018.

13. The prize is a trip for two people (the winner and one guest) to the USA, between 29 August and 8 September 2018 to attend the Harley-Davidson 115th Anniversary Celebration held between 29 August and 2 September 2018. The prize includes:
 - a. return economy flights for the winner and their guest from their nearest international airport to Chicago on 29/08/2018 and returning from Chicago on 08/09/2018, including all airline and airport taxes;
 - b. accommodation determined by the Promoter for five nights from the 29/08/2018 to 03/08/2018 in Milwaukee to attend the Harley-Davidson 115th Anniversary Celebration;
 - c. a rally pack;
 - d. exclusive access to key activities of the Harley-Davidson 115th Anniversary Celebration determined by the Promotor;
 - e. rental of one Harley-Davidson motorcycle determined by the Promotor for the period 29/08/2018 to 08/09/2018. Winner shall collect the bike on 29/08/2018 from a Harley-Davidson dealer determined by the Promotor and must return it by no later than 08/09/2018. Winner and their guest may rent another bike at their own cost subject to availability at the dealer.
 - f. EUR€2,500.00 (approximately AUD\$3,918 or NZD\$4,213 as at 26/02/2018) in spending money for food and expenses, and for accommodation costs between 04/08/2018 and 08/09/2018. For the avoidance of doubt, accommodation between 04/08/2018 and 08/09/2018 will not be organised by the Promoter and must be booked by the winner and the guest at their own discretion.
14. The total maximum prize value is EUR€10,000.00 (approximately AUD\$15,674 or NZD\$16,853 as at 26/02/2018). The total maximum prize pool value for this promotion is EUR€20,000.00 (approximately AUD\$31,348.00 or NZD\$33,706.00 as at 26/02/2018).
15. All taxes (excluding GST) which may be payable as a consequence of receiving the prize are the sole responsibility of the prize winner.
16. Prize components are subject to weather and management discretion, and are taken at the risk of the individual. The Promoter may amend or substitute available activities in its absolute discretion. All other ancillary costs, including but not limited to taxes, meals, US visas, passports, insurance, merchandise, gas, optional activities, incidentals and any and all other expenses are the responsibility of the winner.
17. It is a condition of accepting the prize that the winner arrange at their own expense valid travel insurance with the highest available coverage for their period of travel, as well as the relevant visa documentation required for entry into the USA. The prize is a single event trip for the winner and their guest and cannot be separated into separate trips or components.
18. If winner is unable to travel on the allocated specific travel dates (including because the winner is not able to obtain visa documentation for the USA), departing on 29/08/2018 and returning on 08/09/2018, the prize will be forfeited.
19. Accommodation, activities, ride routes and flight arrangements, including suppliers, will be determined by the Promoter in its sole discretion.
20. The Promoter reserves the right to withdraw any prize should the Promoter, in its sole and absolute discretion, deem a winner unfit to participate in the prize for any reason,

including (without limitation) as a result of illness, tiredness, or the influence of alcohol or drugs. This clause does not apply to winners who are resident in South Australia.

- 20A. For South Australian winners only: The Promoter may require any prize winner, as a condition of accepting the prize, to provide a medical certificate proving they are fit to participate in the prize. If the winner is unable to provide such a medical certificate, the Promoter may withdraw the prize.
21. The prize is subject to the terms and conditions of third party prize suppliers. The Promoter is not responsible or liable for any loss, damage or injury suffered by any winner as a result of the conduct of third party prize suppliers or otherwise as a result of the winner accepting and/or using a prize, except for any loss, damage or injury which is due to the negligence or wilful misconduct of the Promoter or which otherwise cannot be excluded by law.
22. Before the prize is awarded, the winner and their guest will be required to:
- (a) sign an agreement to release the Promoter from, and indemnify the Promoter against, any loss, damage or injury arising from participation in the prize, except to the extent any loss, damage or injury is due to the negligence or wilful misconduct of the Promoter (the winner and their guest will be given a reasonable opportunity to review and consider the agreement before signing);
 - (b) provide evidence of valid travel insurance with the highest available coverage for their period of travel; and
 - (c) provide evidence of relevant visa documentation required for entry into the USA.
- The prize winner and their guest agree to sign any additional agreements to release third party prize suppliers from, and indemnify third party prize suppliers against, any loss, damage or injury arising from participation in the prize, as a precondition to using the prize.
23. The prize winner accepts all risks associated with accepting and participating in the prize and will be responsible for complying with all laws relating to use of the prize, including local motorcycle licence requirements. The Promoter accepts no responsibility if the winner and their guest are unable to participate in any part of the prize due to local motorcycle licence requirements or any other local laws.
24. If the prize (or any part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of equal value and/or specification. Winner will not be entitled to any additional compensation in the event the prize or element of a prize has been substituted at equal or greater value.
25. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash.
26. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the Promotion, as appropriate.
27. The prize winner has rights under the Australian Consumer Law/New Zealand Consumer Guarantees Act 1993 (as applicable) and other similar legislation which cannot be excluded or limited by the Promoter. These rights include statutory guarantees that any goods provided by the Promoter will be of acceptable quality and

fit for purpose, and that any services provided by the Promoter will be rendered with due care and skill. These Terms and Conditions do not, and do not intend to, exclude or limit those statutory rights in any way. However, to the extent that it is permitted by law to do so, the Promoter makes no representations or warranties, express or implied, under laws other than the Australian Consumer Law/New Zealand Consumer Guarantees Act 1993 (as applicable) regarding the quality or suitability of the prize awarded as part of this Promotion and will not be responsible for breach of any such representations or warranties.

28. The Promoter (including its officers, employees and agents) will not be responsible for any:
- a. personal injury;
 - b. loss or damage (including loss of opportunity, profits, goodwill or business revenues, and any other special, indirect or consequential losses), arising in any way out of the Promotion including, but not limited to, injury, loss or damage which arises as a result of any of the following:
 - (i) any technical difficulties or equipment malfunction due to any reason beyond the reasonable control of the Promoter;
 - (ii) electronic or human error which may occur in the administration of the Promotion or the processing of entries which is beyond the reasonable control of the Promoter;
 - (iii) any theft, unauthorised access or third party interference which impacts on the conduct of the Promotion and is beyond the reasonable control of the Promoter;
 - (iv) any entry or prize claim that is late, lost, stolen, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
 - (v) any variation in the prize to that stated in these Terms and Conditions;
 - (vi) any tax liability incurred by a winner or entrant; or,
 - (vii) use of a prize,
- except to the extent that such injury, loss or damage is due to the negligence or willful misconduct of the Promoter, or otherwise cannot be excluded by law as referred to in clause 27 above.

29. The Promoter collects entrants' personal information in order to conduct the Promotion and for promotional, marketing, publicity, research and profiling purposes. Entry is conditional on providing this information. By entering this Promotion, unless otherwise advised, each entrant agrees that the Promoter may:
- a. use the entrant's personal information to conduct the Promotion in accordance with these Terms and Conditions and for promotional, marketing, publicity, research and profiling purposes, including to send electronic messages to or telephone the entrant; and
 - b. disclose the entrant's personal information to third parties, including but not limited to agents, contractors, service providers, and prize suppliers, for the purpose of conducting the Promotion.

Entrants may access the personal information the Promoter holds about them, and should direct any request to access, update or correct information to the Promoter at its address set out in clause 2 of these Terms and Conditions. Entrants can obtain a copy of the Promoter's Privacy Policy at www.harley-davidson.com or by contacting the Promoter via the postal address provided in clause 2 above. All entries become the property of the Promoter.

30. Participation in the Promotion constitutes a prize-winner's consent to the Promoter's and third party prize suppliers' use of the prize-winner's name, likeness and opinions (including without limitation footage of the winner's receipt and use of the prize) on the Promoter's and third party prize suppliers' website or otherwise for promotional,

marketing and publicity purposes without any fee being paid by the Promoter or third party prize suppliers. The prize winner agrees to sign any further documentation required by the Promoter or third party prize suppliers to give effect to this arrangement, as a precondition to being awarded the prize.

31. Any cancellation or modification to the Promotion will be notified on the Promoter's website – www.Harley-Davidson.com.au – following approval from the lottery authorities, where necessary. A copy of these Terms and Conditions and prize details can also be obtained from that site.
32. If part or all of any clause of these Terms and Conditions is unenforceable, it will be severed, and the balance of these Terms and Conditions will remain in full force and effect.
33. For Australian entrants, these Terms and Conditions are governed by the laws of New South Wales and each entrant agrees to submit to the non-exclusive jurisdiction of the courts of that state.
34. For New Zealand entrants, these Terms and Conditions are governed by the laws of New Zealand and each entrant agrees to submit to the non-exclusive jurisdiction of the New Zealand courts.
35. The Promoter's or an entrant's failure to enforce any term of these Terms and Conditions will not restrict the relevant party from enforcing that or any other provision at a later time.
36. Permits: NSW Permit No LTPS/18/22435, ACT Permit No ACT TP 18/00423, SA Permit No SA T18/343