

**HARLEY-DAVIDSON 'MY20 Demo Campaign'
PROMOTION 2019**

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

AND

- visit https://ridefree.harleydavidson.com/en_AU/home and submit their personal details via the online entry form between 8/10/2019 and 3/12/2019 (**Promotional Period**).

To enter:

1. Entrants must enter online during the Promotional Period by completing and submitting the online entry form at https://ridefree.harley-davidson.com/en_AU/home.
2. All entries must include the entrant's first and last name, email address, daytime contact phone number and date of birth.
3. Entrants must also accept these Terms and Conditions and the Promoter's Privacy Policy on the online entry form.
4. Only 1 entry permitted per person.
5. Entries submitted after 3/12/2019 will not be accepted.

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.
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. Entry will be deemed to be received only when received by the Promoter's database. Entrants are responsible for their own costs associated with entering the Promotion.
6. 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.
7. Promotion starts at 0.01am on 08/10/2019 and ends at 11.59pm (SYD local time) on 03/12/2019 (**Promotional Period**).
8. The draw will take place at 1 Sirius Road, Lane Cove West, Sydney, Australia at 10.00am on 15/01/2020. The first valid entry drawn will win the prize.
9. The winner will be notified by telephone and email within 2 days of the draw. The winner's name and suburb will be published on www.harley-davidson.com on 20/01/2020.
10. The Promoter will make all reasonable efforts to contact the winner. However, if the Promoter is unable to contact the winner we will hold a second chance draw on 21/04/2020 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 within 2 days of the draw. The name and suburb of any second chance winner will be published on www.harley-davidson.com on 24/04/2020.
11. The prize comprises:
 - i. the loan of a HARLEY-DAVIDSON MY20 motorcycle (with the exception of a CVO or Trike model) for a period of four (4) consecutive weeks to be supplied by an authorized Harley-Davidson Dealership (**Dealer**) of the Promoter's choice (including comprehensive vehicle insurance for the motorcycle during the loan period). Estimated value of \$AU 1,625/ \$NZ1,738 and
 - ii. a Harley-Davidson Genuine Merchandise Voucher (**Voucher**) to the value of \$AU1,000/ NZ\$1,000
12. The total value of the prize pool is estimated to be AU\$2,625/\$NZ 2,738.
13. All taxes (excluding GST) which may be payable as a consequence of receiving the prize are the sole responsibility of the prize winner.
14. The prize does not include any other taxes, expenses or other incidental expenses including fuel not specifically stated. These expenses are the responsibility of the winner.

15. The winner must start the motorcycle loan on or before 30/06/2020. If the winner has not started the motorcycle loan before this date, or otherwise elects not to take the loan component of the prize, s/he will forfeit the loan component of the prize and this aspect of the prize will not be re-offered.
16. The winner may choose the model of HARLEY-DAVIDSON® MY20 motorcycle they wish to loan as part of the prize, with the exception of a CVO or Trike model, subject to availability, suitability and rider's stated riding ability, as determined by the Promoter and Dealer, and at their discretion.
17. The winner must pick the motorcycle up from, and return it to, the Dealer. The Voucher will be sent to the winner's mailing address by the Promoter. Prize winner will be notified of any delay.
18. The winner and any passengers, must be able to provide their own protective riding gear, including, but not limited to; an approved helmet, riding gloves and closed toe shoes.
19. The prize must be accepted in accordance with any instructions provided by the Promoter and the loan component of the prize completed by 30/07/2020.
20. The Voucher can only be redeemed at an Authorised Harley-Davidson Dealership in Australia or New Zealand. The Voucher or part thereof cannot be exchanged for cash.
21. 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.
22. 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.
23. Before the prize is awarded, the winner will be required to sign a motorcycle user indemnity deed in relation to his/her use of the HARLEY-DAVIDSON motorcycle. Award of the prize is conditional upon the winner signing this deed. The winner will be given a reasonable opportunity to review and consider the deed before s/he is required to sign it. The motorcycle user indemnity deed sets out certain rules and responsibilities for users of motorcycles owned by the Promoter. These include responsibilities to:
 - a. pay the Promoter or its Affiliates up to AU/NZ\$1,000 towards the costs of repairing or replacing any Promoter-owned motorcycle which is damaged, lost or stolen as a result of any incident due to the user's negligence, recklessness, intentional misconduct or breach of the deed; and
 - b. reimburse the Promoter and its Affiliates for all their expenses relating to:
 - (i) any claim the user or its heirs make against them when the user has agreed to not make such a claim;
 - (ii) any claim made against them to the extent that it relates to the user's negligent or reckless use or intentional misuse of a Promoter-owned motorcycle; or
 - (iii) the seizure of a Promoter-owned motorcycle in the user's possession, custody or control as a result of the user's negligence, recklessness, intentional misconduct or breach of the deed.

To the extent that the terms of the deed are inconsistent with these Terms and Conditions, the terms of the deed will prevail. A copy of the deed will be provided to entrants on request.

24. The prize winner accepts all risks associated with accepting and using the prize and will be responsible for complying with all laws relating to use of the prize, including licence requirements.
25. 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.
26. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash.
27. 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.
28. 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.
29. 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 28 above.

30. 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. The Promoter will take reasonable steps to ensure that the third parties to whom the Promoter discloses personal information are bound to protect the privacy of that personal information. All entries become the property of the Promoter.

31. Participation in the Promotion constitutes a prize-winner's consent to the Promoter's 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 website or otherwise for promotional, marketing and publicity purposes without any fee being paid by the Promoter. The prize winner agrees to sign any further documentation required by the Promoter to give effect to this arrangement, as a precondition to being awarded the prize.
32. In participating in this promotion entrants are providing information to the Promoter and not to Facebook. Each entrant acknowledges that this promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, and to the extent permitted by law, releases Facebook from any and all liability in relation to this promotion. Any queries, comments or complaints about this promotion must be directed to the Promoter and not to Facebook.
33. Any cancellation or modification to the Promotion or these Terms and Conditions will be notified on the Promoter's website – www.h-d.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.
34. 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.
35. 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 New South Wales courts.

36. 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.
37. 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.
38. Authorised under: NSW Permit No LTPS/19/38362