

HARLEY-DAVIDSON 'Livewire Experience' PROMOTION 2019

HOW TO ENTER

Eligibility Requirements – please read carefully

To be eligible to enter, individuals [and any eligible guest] 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 to Sydney between 13/05/2020 and 14/05/2020 (if located outside the Greater Sydney Area)

AND

- visit www.h-d.com and submit their personal details via the online entry form between 25/11/2019 and 31/03/2020 (**Promotional Period**).

To enter:

1. Entrants must enter online during the Promotional Period by completing and submitting the online entry form at www.h-d.com.
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 31/03/2020 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 and eligible guests 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, entrants and eligible guests (including an entrant's and eligible guests 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 and eligible guest 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, date of birth, 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 or eligible guest, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant and eligible guest.
7. Promotion starts at 0.01am on 25/11/2019 and ends at 11.59pm (SYD local time) on 31/03/2020 (**Promotional Period**).
8. The draw will take place at 1 Sirius Road, Lane Cove West, Sydney, Australia at 10.00am on 02/04/2020. The first 2 valid entries drawn will each win a prize.
9. The winners will be notified by telephone and email on the day of the draw. The winner's name and suburb will be published on www.h-d.com within 2 days of the draw and in The Australian on 02/05/2020.
10. The Promoter will make all reasonable efforts to contact the winner. However, if the Promoter is unable to contact one or both of the winners, we will hold a second chance draw on 04/05/2020 at the same time and place as the first draw in order to distribute any unclaimed prizes. Any second chance winner(s) will be notified by telephone and email the day of the draw. The name and suburb of any second chance winner will be published on www.h-d.com within 2 days of the draw and in The Australian on 04/06/2020.
11. The prize comprises of a Harley-Davidson LiveWire Experience for two winners and two eligible guests including:
 - i. Return economy flights for the winners and eligible guests, if the winners and their eligible guests are located outside of the Greater Sydney Area, from their nearest domestic airport (or international airport if the winner or eligible guest is based in NZ) to Sydney, Australia on 13/05/2020 returning on 14/05/2020, including all airline and airport taxes (up to the maximum value of [\$AU/NZ 2000 per person]. Winners and eligible guests must travel from either the same State or Territory in Australia or the same island in NZ (i.e. north or south island).
 - ii. Accommodation for 1 night on 13/05/2020 in Sydney, Australia, if the winners and their eligible guests are located outside of the Greater Sydney Area (up to the maximum value of \$250 per person). Details regarding accommodation will be provided by the Promoter to the winners and their eligible guests.

- iii. All transfers to and from Sydney Domestic Airport or Sydney International Airport (up to the maximum value of [AU\$100 per person]). If winners and their eligible guests live within the Greater Sydney Area, they will be responsible for making their own way to the Live Wire Track Experience on 14/05/2020.
 - iv. A LiveWire Track Experience on 14/05/2020, at Luddenham Raceway in Sydney, including a safety run-through, training, preparation, and up to 30 minutes track time (for each winner and their eligible guest) on a LiveWire Harley-Davidson motorcycle. Estimated value of AU\$300 per person. Actual time on track may vary depending on the LiveWire Harley-Davidson motorcycle used.
 - ii. A Harley-Davidson Genuine Merchandise Voucher (Voucher) to the value of AU\$1,000/ NZ\$1,000 for each winner and their eligible guest.
12. The total value of the prize pool is estimated to be [AU\$14,600/NZ\$15,771.]
 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 winners and any eligible guests must be available to travel to Sydney on 13/05/2020 (if based outside the Greater Sydney Area) or 14/05/2020 (if residence is in Greater Sydney Area). [It is a condition of accepting the prize that the winners have their own private health insurance, covering them for closed course events. It is recommended winners arrange at their own expense valid travel insurance]. If the winners and eligible guests cannot travel on these dates, the prize will be forfeited.
 16. The Voucher will be given to the winners and eligible guests on-site at Luddenham Raceway on 14/05/2020 for the winner and eligible guests to use at their convenience. Voucher is valid for 3 years from receipt and is subject to any terms set out on the Voucher and/or in these Terms and Conditions.

16.a Voucher Terms & Conditions

- I. The voucher, or any unused portion of the voucher is not transferable or exchangeable and cannot be taken as cash.
- II. The promoter shall not be liable for any voucher that has been lost, stolen, forged, damaged or tampered with in any way.
- III. The entire value of this voucher must be redeemed at only one dealer and all in one single purchase as no credit will be issued for unused value.
- IV. The voucher can only be used towards the purchase of Genuine Harley-Davidson General Merchandise.
- V. The voucher cannot be used in conjunction with any other offer.
- VI. The promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) for personal injury, which is suffered or sustained, as a result of taking any vouchers except for liability which cannot be excluded by law.
- VII. Voucher expires 3 years after date of issue and cannot be used or transferred after this date.
- VIII. Original voucher with original authorization signature must be produced. Copies or

reproductions will not be accepted.

18. The winners and eligible guests, must be able to provide their own protective riding gear, including, but not limited to; an approved helmet, riding jacket, long pants, riding gloves and closed toe shoes.
19. The winners and their eligible guests must not carry any pillion passengers when using the LiveWire HARLEY-DAVIDSON motorcycle provided as part of the prize.
20. The prize must be accepted in accordance with any instructions provided by the Promoter and confirmation of travel dates must be given or such other date notified by the Promoter from time to time.
21. Accommodation, activities, and flight arrangements, including suppliers will be determined by the Promoter in its sole discretion.
22. 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.
23. The LiveWire Experience prize component is subject to weather and management discretion, and is taken at the risk of the individuals. The Promoter may amend or substitute available activities in its absolute discretion. 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.
24. 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.
25. Before the prize is awarded, the winner and eligible guests will be required to sign a motorcycle user indemnity deed in relation to their use of the LiveWire Harley-Davidson motorcycle. Award of the prize is conditional upon the winner and eligible guests signing this deed. The winner and eligible guests will be given a reasonable opportunity to review and consider the deed before they are 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.

26. The winner and eligible guests accept 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.
27. 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. Winners 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.
28. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash.
29. 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.
30. 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.
31. 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 30 above.

32. 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.

33. 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.
34. 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.
35. 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.
36. 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.
37. 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.
38. 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.

39. 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.
40. Authorised under NSW Permit No: LTPS/19/40050, ACT Permit No: ACT TP 19/04673, SA Permit No T19/1966