

HARLEY-DAVIDSON MY20 DEMO CAMPAIGN 2019

HOW TO ENTER

Eligibility Requirements – please read carefully

To be eligible to enter, individuals must:

- be an Indian resident except for the resident of state of Tamil Nadu or any other state where it is prohibited or stated to be illegal. Any entry or participation to the promotion shall be void and without any recognition or effect in all such places in India where such promotion or anything related to it is restricted, barred or prohibited in any manner.
- be over 18 years of age.
- hold valid Indian driving licence covering motorcycles with gears.

AND

- books a test ride of any Harley-Davidson motorcycle at a participating Harley-Davidson dealership in India during Promotional Period (defined below); and
- complete an eligible Test Ride during the Promotional Period; and
- submits answer to the question (not exceeding 1500 characters): What would you do if we gave you a Harley-Davidson for a whole month?

To enter:

- Participants may book a test ride in three ways:
 1. Participants may book a test ride on any Harley-Davidson motorcycle online at https://ridefree.harley-davidson.com/en_IN/home. Participants must complete and submit the online entry form found there along with their details to book the test ride. Harley-Davidson motorcycles that may be used in this Promotion for a test ride include any new MY20 Harley-Davidson Street model.
 2. Participants who are Facebook users and who see an advertisement for the Promotion on their Facebook page may book a test ride on any new MY20 Harley-Davidson Street model by submitting their details through the Facebook advertisement.
 3. Alternatively, Participants may visit their local authorized Harley-Davidson dealership and book a test ride on a Harley-Davidson Street model at the dealership.
- Following an Eligible Test Ride Booking, entrants are required to take the test ride. Entrants will receive an email from the Promoter, after the test ride is taken, with an invitation to enter the Promotion via an online entry form. Entrants must click the link in the email provided and complete and submit the online entry form, during the Promotional Period.
- This promotion shall run from 15 Sep 2019 until 31 Oct 2019. All test ride requests must be booked by midnight on 31 Oct 2019. Participants who book online shall have until 10 Nov 2019 to take their test ride. Participants may take as many test rides during the promotion as they would like but will only be entered into the Promotion once.

- The Promoter cannot guarantee the availability of a test ride for the purpose of entering the Promotion. The Promoter cannot guarantee that a Participant's preferred dealership will have bikes available for the purpose of a test ride.

TERMS AND CONDITIONS

1. Information on how to enter and prizes forms part of these Terms and Conditions. Participation in this Promotion is deemed acceptance of these Terms and Conditions.
2. The Promoter is **H-D MOTOR COMPANY INDIA PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 1105 Ashoka Estate, 24 Barakhamba Road, New Delhi – 110001.
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. Persons reporting regularly to the Promoter, sponsors or advertisers under a contract of service and who, by the nature of the service they render may have a direct and personal knowledge of the Promotion are likewise disqualified.
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 is 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. All disputes are subject to exclusive jurisdiction of courts at New Delhi, India.
8. Promotion starts at 0.01 (IST) on 15 Sept 2019 and ends at 11.59pm (IST) on 31 Oct 2019 ("Promotional Period").
9. This is a game of skill and chance plays no part in determining the winner. Each entry will be individually judged based on the creative merit of answering the Competition Question "What would you do if we gave you a Harley-Davidson for a whole month?" ("Judging Criteria"). The judges' decision is final and no correspondence will be entered into.
10. There is one prize available in this competition. The best valid entry, as determined by the judges, will win the prize.

11. Judging will take place at Vatika Tower, Tower B, Level 01, Golf Course Road, Sector 54, Gurgaon, Haryana, India 122003, at IST 10.00 on 15 Nov 2019 by a panel of judges according to the Judging Criteria in clause **Error! Reference source not found..**
12. The winner will be notified by telephone and/or email within 24 hours of the judging. The winner's name will be published on www.harley-davidson.com.
13. The winner of the Competition shall win: (i). the use of an MY20 bike for a period of four consecutive weeks to be supplied by the Promoter; and (ii). One (1) GM Riding Pack which is comprised of approximate EUR 500 value or local currency equivalent in vouchers which may be used only at an authorized Harley-Davidson dealer (together the "Prize"). The prize must be used by the winner by no later than 31 Oct 2020. No cash substitution of the Prize shall be permitted. The winner of the Prize shall collect their Prize at an authorized Harley-Davidson Dealership in their country of residence, the precise dealership to be agreed between the Promoter and winner. Only Model Year 2020 Motorcycles are eligible. Color of the bike is subject to availability.
14. All taxes which may be payable as a consequence of receiving the prize are the sole responsibility of the prize winner. In case of failure of prize winner to pay the applicable taxes as may be levied on prize, then the right of winner will be forfeited.
15. Should a winner be picked through the Judging Criteria that does not meet the eligibility criteria or is disqualified through Promoter's sole discretion, the Promoter shall have pick a new winner and this process shall be repeated until a winner is picked who meets all of the eligibility criteria.
16. Prize components are subject to 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, insurance, merchandise, fuel, optional activities, incidentals and any and all other expenses are the responsibility of the winner.
17. Prize arrangements, including suppliers, will be determined by the Promoter in its sole discretion.
18. 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.
19. Before the prize is awarded, the winner and their guest will be required to 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 willful misconduct of the Promoter. The prize winner agrees 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.
20. 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.
21. 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.

22. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash.
23. 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.
24. 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.
25. 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;
 - 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; and
 - c. process and use the entrant's personal information for any of the foregoing purposes, during the Promotional Period until the latest of: (i) all the purposes set out above cease to exist, or (ii) the expiration of any mandatory data retention periods where applicable.
- Entrants may access the personal information the Promoter holds about them, and should direct any request to enquire about, access, review, obtain a copy of, update, supplement or correct information, stop further collection, processing, or use of, delete the entrant's personal 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. If the Promoter is unable to do the aforesaid collection, processing or use of the entrant's personal information, it may not be able to proceed with the entrant's participation in this Promotion.

26. 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.
27. Any cancellation or modification to the Promotion will be notified on the Promoter's website – www.harley-davidson.com 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.
28. 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.
29. 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.
30. In the event of a conflict between the English Terms and Conditions and any translated version of the Terms and Conditions, the English version will prevail.