

Freedom Promise – Terms and Conditions

Purchasers of new Harley-Davidson Street or Sportster® Motorcycles are eligible for the following offer:

1. The customer (**Purchaser**) must purchase a new Harley-Davidson Street or Sportster motorcycle available and in stock at a participating Australian or New Zealand Harley-Davidson dealer (**Eligible Motorcycle**) between 14 January 2019 and 30 June 2019 (**Offer Period**). Purchases after 30 June 2019 will not be eligible to participate in the offer.
2. The Purchaser who purchases an Eligible Motorcycle during the Offer Period has the option to trade-in (during the period specified in clause 5 below) the Eligible Motorcycle at the Harley-Davidson dealer where they purchased the Eligible Motorcycle at its original purchase price (subject to the provisions of these Terms and Conditions) towards the purchase of a new, unregistered, model year 2019 or 2020 Harley-Davidson Touring, Trike, Softail or CVO Big Twin motorcycle (**Eligible Trade-Up Motorcycle**).
3. The offer is only available if the Purchaser buys an Eligible Trade-Up Motorcycle during the period specified in clause 5.
4. The offer is limited to one claim for each Eligible Motorcycle purchased during the Offer Period.
5. The trade-in for purchase of the Eligible Trade-Up Motorcycle must occur no later than one year after the purchase date of the Eligible Motorcycle (**Trade-Up Period**).
6. The Purchaser must redeem the offer at the same participating Australian or New Zealand Harley-Davidson dealership where the Eligible Motorcycle was purchased. However, this requirement will not apply if the Purchaser has moved during the Trade-Up Period and is no longer located in the original participating Australian or New Zealand's Harley-Davidson dealer's nominated sales area. In this case, the Purchaser should contact their nearest participating Australian or New Zealand Harley-Davidson dealer for details.
7. To qualify for this offer at the time of trade in, the Purchaser must have the original sale documents for the Eligible Motorcycle and it must be registered in the Purchaser's name as valid proof of purchase.
8. The original purchase price includes the price of the Eligible Motorcycle but does not include the following costs: all taxes (including GST and stamp duty), registration costs, compulsory third party insurance, any additional parts and accessories, labour costs associated with the purchase of the Eligible Motorcycle, dealer set-up, preparation and freight charges, ancillary products (e.g., Extended Service Plans, wheel and tyre coverage) and any other add-ons provided by the selling dealer.

9. The Purchaser is solely responsible for the difference between the trade-in value of the Eligible Motorcycle and the purchase price of the Eligible Trade-Up Motorcycle.
10. At the time of trade in, the Eligible Motorcycle must be in good condition and good working order (excepting fair wear and tear) and must have travelled no more than 15,000km as of the date of trade in. The Eligible Motorcycle's tyres, suspension, engine, and transmission must all be within factory specifications and are subject to inspection by the participating Australian or New Zealand Harley-Davidson dealer. The exterior of the Eligible Motorcycle cannot reflect neglect or abuse (excepting fair wear and tear). The participating Australian or New Zealand Harley-Davidson dealer will make the sole determination (acting reasonably) regarding whether the trade-in is in good working condition and good working order.
11. The Purchaser is responsible for all costs of operating and maintaining the Eligible Motorcycle prior to participation in this trade-in offer.
12. This offer may not be combined with any other promotions, offers or discounts.
13. This offer is not transferable except to the Purchaser's spouse or legally recognized de facto partner. The participating Australian or New Zealand Harley-Davidson dealer may require documentation to substantiate this relationship before extending the offer to the spouse or de facto partner.
14. Eligible Trade-Up Motorcycles must be taken from existing stock at the participating Australian or New Zealand Harley-Davidson dealer during the Trade-Up Period.
15. The Eligible Trade-Up Motorcycle must be purchased within the Trade-Up Period, with delivery of the Eligible Trade-Up Motorcycle to take place no more than 30 days after the end of the Trade Up Period.
16. Subject to clause 15, this offer is not available on future motorcycle orders or deposits where purchase/delivery will take place outside the Trade-Up Period.
17. The offer:
 - (a) is valid only at participating Australian or New Zealand Harley-Davidson dealerships;
 - (b) is non-transferrable (subject to clause 13); and
 - (c) cannot be redeemed for cash or cash equivalent.
18. The Promoter (as set out in clause 23) and/or the participating Australian or New Zealand Harley-Davidson dealer are not responsible for any lost or stolen proof of purchase documentation except to the extent that such loss or theft is due to the negligence or wilful misconduct of either the Promoter or the participating Australian or New Zealand Harley-Davidson dealer.

19. Any modification to the offer will be notified on the website www.h-d.com.au. A copy of these Terms and Conditions can also be obtained from that site.
20. If this offer 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 (acting reasonably) reserves the right to modify, suspend, terminate or cancel the offer, as appropriate.
21. For Australian Purchasers, these Terms and Conditions are governed by the laws of New South Wales and each Purchaser agrees to submit to the non-exclusive jurisdiction of the courts of that state.
22. For New Zealand Purchasers, these Terms and Conditions are governed by the laws of New Zealand and each Purchaser agrees to submit to the non-exclusive jurisdiction of the New Zealand courts.
23. 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).