

## **HARLEY-DAVIDSON PASSPORT TO FREEDOM OFFER**

### **HOW TO CLAIM**

#### **Eligibility Requirements – please read carefully**

To be eligible to claim a discount, individuals must:

- be an Australian or New Zealand resident;
- be over 16 years of age;
- hold a valid Learner or Provisional/Restricted Australian or New Zealand motorcycle license obtained between 01/01/2023 and 30/09/2024;

#### **AND**

- purchase a new Harley-Davidson X™ from a participating Australian or New Zealand Harley-Davidson dealership between 01/06/2024 and 30/09/2024 (or as varied by Harley-Davidson – see clause 8 below).

### **TO CLAIM A DISCOUNT:**

Eligible claimants must, during the Offer Period:

- purchase a new Harley-Davidson X™ from a participating Australian or New Zealand Harley-Davidson dealership; and
- present their valid Learner or Provisional/Restricted Australian or New Zealand motorcycle license at the participating Australian or New Zealand Harley-Davidson dealership at the time of purchase.

Claims submitted after the end of the Offer Period will not be accepted.

### **TERMS AND CONDITIONS**

1. Information on "How to Claim" above and the discount form part of these Terms and Conditions. Participation in this Offer 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.).
3. Offer is only open to individuals who meet the Eligibility Requirements and comply with the offer instructions described in these Terms and Conditions. Employees (and their immediate families) of the Promoter, participating dealers and agencies associated with this Offer are ineligible to claim the offer. 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. Claimants under 18 years old must have parental/guardian approval to claim and further, the parent/guardian of the Claimant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor submitting a claim in this promotion.

5. The Promoter reserves the right, at any time, to verify the validity of claims and claimants (including a claimant's identity, age, place of residence and licence status) and to disqualify any claimant who submits a claim that is fraudulent or not otherwise in accordance with these Terms and Conditions or any relevant law, or who tampers with the claim process. Each claimant consents to the Promoter exercising its rights under this clause by claiming a gift. Claimants must retain a clear copy of their original receipt as proof of a valid purchase.
6. Incomplete, indecipherable, or illegible claims may be deemed invalid. For example, claims which do not include the claimant's name, address, daytime contact number and email address will not be accepted.
7. Only one (1) discount permitted per person. Offer not valid in conjunction with any other offer. Offer is strictly limited to the first 1,000 valid claims received.
8. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant.
9. Offer starts at 00.01hrs Sydney time on 01/06/2024 and ends at 23.59hrs Sydney time on 30/9/2024 or once the discount pool has been exhausted (if earlier) ("Offer Period"). The Offer Period may be extended by the Promoter in its sole discretion as stipulated on any point of sale material if the discount pool has not been exhausted by the close of the original Offer Period. If the Offer Period is extended, all references in these Terms and Conditions to the Offer Period will be amended to mean the Offer Period as extended.
10. The discount comprises of \$500 AUD or \$500 NZD off the Harley-Davidson X™ motorcycle, Genuine Apparel, or Parts & Accessories, redeemable at the participating Australian or New Zealand Harley-Davidson dealership, at the time of purchase.
11. If the Harley-Davidson X™ is available at the time of purchase, and the claimant wishes to pay in full, they will receive \$500 AUD or \$500 NZD discount at the time of purchase.
12. If the Harley-Davidson X™ is available at the time of purchase, and the claimant wishes to pay a deposit on the motorcycle and pay the remaining balance at a later date, the claimant must place a deposit and then complete the purchase within two (2) weeks of placing the deposit, but before 23:59hrs Sydney time on 30/9/2024, in order to redeem the discount. Discount will be applied to the remaining balance and not off the initial deposit.
13. If the Harley-Davidson X™ is not available for delivery at the time of purchase the claimant must place a deposit and then complete the purchase within two (2) weeks of placing a deposit, but before 23:59hrs Sydney time on 30/09/2024, in order to redeem the discount. Discount will be applied to the remaining balance and not off the initial deposit.
14. The Promoter's decision is final and no correspondence will be entered into.
15. If the discount becomes unavailable for reasons beyond the Promoter's control, the Promoter, in its discretion, reserves the right to substitute the discount with a discount of equal value. Claimant will not be entitled to any additional compensation in the event the discount has been substituted at equal or greater value.

16. The discount is not transferable or exchangeable and cannot be redeemed for cash.
17. If for any reason a claimant does not redeem the discount at the time stipulated by the Promoter, then the discount will be forfeited.
18. 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 reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any claimant; or (b) to modify, suspend, terminate or cancel the Offer, as appropriate.
19. Claimants have rights under the Australian Consumer Law, the 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 and the New Zealand Consumer Guarantees Act 1993 (as applicable) regarding the quality or suitability of the discount awarded as part of this Offer and will not be responsible for breach of any such representations or warranties.
20. 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 Offer 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 Offer 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 Offer and is beyond the reasonable control of the Promoter;
  - IV. any 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 discount to that stated in these Terms and Conditions;
  - VI. any tax liability incurred by a claimant; or,
  - VII. use of a discount,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 14 above.
21. The Promoter collects claimants' personal information in order to conduct the Offer and for promotional, marketing, publicity, research and profiling purposes. Participation is conditional on providing this information. By participating in this Offer, unless otherwise advised, each claimant agrees that the Promoter may:

- a. use the claimant's personal information to conduct the Offer 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 claimant; and
- b. disclose the claimant's personal information to third parties, including but not limited to agents, contractors, service providers, and discount suppliers, for the purpose of conducting the Offer.

Claimants 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. The Promoter will also use and handle personal information as set out in its Privacy Policy. Claimants can obtain a copy of the Promoter's Privacy Policy at [www.harley-davidson.com](http://www.harley-davidson.com) or by contacting the Promoter via the postal address provided in clause 2 above. The Privacy Policy also contains information about how claimants may complain about a breach of the Australian Privacy Principles and how those complaints will be dealt with. The Promoter will not disclose Australian and New Zealand claimant's personal information to any entity outside of Australia or New Zealand. All claims become the property of the Promoter.

22. Participation in the Offer constitutes a claimant's consent to the Promoter's use of the claimant's name, likeness and opinions (including without limitation footage of the claimant's receipt and use of the discount) on the Promoter's website or otherwise for promotional, marketing and publicity purposes without any fee being paid by the Promoter. The claimant agrees to sign any further documentation required by the Promoter to give effect to this arrangement, as a precondition to being awarded the discount.
23. Any cancellation or modification to the Offer will be notified on the Promoter's website [www.h-d.com.au/passport](http://www.h-d.com.au/passport). A copy of these Terms and Conditions and the discount details can also be obtained from that site.
24. 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.
25. For Australian claimants, these Terms and Conditions are governed by the laws of New South Wales and each claimant agrees to submit to the non-exclusive jurisdiction of the courts of that state.
26. For New Zealand claimants, these Terms and Conditions are governed by the laws of New Zealand and each claimant agrees to submit to the non-exclusive jurisdiction of the New Zealand courts.
27. The Promoter's or a claimant'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.