

The Road to Harley-Davidson Homecoming Challenge Official Rules

1. Eligibility: The Road to Harley-Davidson Homecoming Challenge (the "Promotion") is open only to legal residents of Australia who are at least eighteen (18) years old at the time of entry. The Promotion includes one (1) Grand Prize draw at the end of the Promotion.

Entrants who elect to earn entries by riding, must have a motorcycle (either a Harley Davidson or any other brand), hold a full, valid motorcycle license, wear all legally required safety gear, including a helmet, agree to ride safely and responsibly, and accept all risks associated with riding.

Employees of Harley-Davidson Australia Pty Ltd, Harley-Davidson, Inc., and their participating dealers and retailers, affiliates, sales representatives, distributors, and promotional and other vendor agencies, Merkle Inc., their respective parent companies, affiliates, subsidiaries, service agencies, independent contractors involved in the Promotion, and the immediate family (parent, spouse, including common law spouse, sibling, child, grandparent, grandchild, regardless of where they reside) and household members of all such employees, are not eligible.

Participation in the Promotion constitutes Entrant's full and unconditional agreement to these Official Rules. Sponsor's and Administrator's decisions are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Harley Davidson Australia Pty Ltd (ABN 83 098 483 259) of 1 Sirius Road, Lane Cove NSW 2066 (Postal Address: PO Box 133, North Ryde NSW 1670). **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075, U.S.A.

3. Timing: The Promotion begins on 2 April 2022 at 4:00 p.m. Australian Eastern Daylight Time and ends on 1 October 2022 at 2:59 a.m. Australian Eastern Standard Time ("AEST") (the "Promotion Period"). Administrator's and Sponsor's servers are both official time-keeping devices for this Promotion.

Within these Official Rules, you will see references to the following time periods: Weeks, Months, and Phases. Each are defined as follows:

Phase: Some "Activities" (defined below in Section 4) are available by Phase. Each Phase includes two (2) "Months" as defined below:

Phase 1 - Kickstart to Passion	April and May
Phase 2 - From Brand to Icon	June and July
Phase 3 - The Road Ahead	August and September

Month: Some Activities are available "Monthly." Each Month is defined as starting on the 2nd day of the Month at 3:00 a.m. AEST and ending on the 1st day of the next Month at 2:59 a.m. AEST.

Weeks: Some Activities are available "Weekly." Each Week is defined as Saturday at 3:00 a.m. AEST through the following Saturday at 2:59 a.m. AEST.

4. How to Register (create an Account) and Participate: During the Promotion Period, visit <http://h-d.com/ride> ("Promotion Website") to create your "Account" by completing and submitting the registration form, including your name, a valid email address*, confirm that you are at least 18 years of age, agree to these Official Rules, and consent to Sponsor's use of personal data that you submit (see more on this under Section 12). (*NOTE: Your Account on the Promotion Website and your account on the Harley Davidson® App, ("H-D App") must use the same email address. Please see subsection (v), below, for additional details).

Earn Patches to enter the Grand Prize Drawing: Once you have registered and created an Account, you will have the opportunity to earn “Patches” by engaging in “Activities” (described below) offered through the Promotion Website and the H-D App. Entrant can then redeem Patches for “Entries” into the Grand Prize draw. At the end of the Promotion Period, if Entrant has any Patches left in his/her Account, these Patches will automatically be redeemed for Entries into the Grand Prize drawing. Patches have no monetary value. Patches may not be sold or otherwise traded or transferred.

Limit: Entrant may engage with available Activities and earn Patches as set forth below. Multiple Entrants are not permitted to share the same email address. Any attempt by any Entrant to obtain more than the stated number of Patches by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that Entrant's plays/entries and that Entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or play, the authorized account holder of the email address used to register will be deemed to be the Entrant or player. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder.

Earn Patches by participating in any of the following Activities:

- i. **Watch a Video:** During the Promotion Period, log into your Account on the Promotion Website, and follow the links and instructions to watch the entire available video. You may complete this Activity one (1) time each Month by watching the new video that is available. You will receive three (3) Patches for watching the available video. **Limit:** Each Entrant may receive up to eighteen (18) Patches during the Promotion Period by watching the videos.
- ii. **Share this Promotion on Twitter:** During the Promotion Period, log into your Account on the Promotion Website, and follow the links and instructions to share the prepopulated message about this Promotion on Twitter by clicking on the link to tweet. You will earn two (2) Patches. You can earn Patches for this Activity one (1) time each Month. **Limit:** Entrant can receive up to twelve (12) Patches during the Promotion Period by sharing Sponsor's Tweet about this Promotion via Twitter.
- iii. **Take a Weekly Trivia Quiz:** During the Promotion Period, log into your Account on the Promotion Website, and follow the links and instructions to take the available Weekly Trivia Quiz. There is no requirement to answer the Trivia questions correctly. You will receive five (5) Patches for completing the available Trivia Quiz. There will be a new Trivia Quiz available each Week. **Limit:** Entrant can receive up to one hundred thirty (130) Patches by completing every Weekly Quiz during the Promotion Period.
- iv. **Take a Weekly Poll:** During the Promotion Period, log into your Account on the Promotion Website, and follow the links and instructions to respond to the available Weekly Poll Question. You will receive one (1) Patch for completing the available Weekly Poll question; there is no requirement to answer the Weekly Poll question correctly. There will be a new Poll Question available each Week. **Limit:** Entrant can receive up to twenty-six (26) Patches by completing every Weekly Poll Questions during the Promotion Period.
- v. **Earn Patches using the Harley Davidson Mobile App.** To earn entries for the three (3) Activities listed below you will be required to download the H-D App for your mobile device, create an account, and allow the App to track your location. The H-D App is free to download but is subject to its terms of use. ***Data Rates apply to use of the H-D App.*** Refer to your wireless carrier for applicable data costs.

- i. View 'Routes with Clout' within the Harley Davidson Mobile App: During the Promotion Period, log into your Account on the Promotion Website, and follow the links and instructions to access the "Routes with Clout" (featured rides selected by Sponsor) within the Harley Davidson Mobile App. Entrant will receive one (1) Patch for viewing each featured "route." There will be three (3) routes available each Phase. Limit: Entrant can receive up to nine (9) Patches during the Promotion Period by viewing the 'Routes with Clout.'
- ii. Check into to any Harley Davidson Dealer: Locate and visit a Harley Davidson dealership. When you have arrived (you are not required to enter), open the H-D App and follow the links and instructions to "check-in." You may check in one (1) time each Phase, and you will receive ten (10) Patches for each check-in. Limit: Entrant can receive up to thirty (30) Patches during the Promotion Period for checking in to Harley-Davidson dealers.
- iii. Join the Ride Challenge on the H-D App to earn Patches by completing Challenges: ***By participating in this Activity, Entrant must confirm they hold a full, valid motorcycle license, will wear all legally required safety gear, including a helmet, agree to ride safely and responsibly, and accept all risks associated with riding.*** First, Entrant must locate the Ride Challenge (there will be one Ride Challenge associated with each Phase) within the H-D App and opt-in. Next, Entrant must complete the Profile within the App, including identifying the Entrant's motorcycle used for the ride (there is no requirement to own or ride a Harley Davidson bike). Finally, Entrant can then start recording rides. Entrant can earn Patches by completing "Levels" within each Riding Challenge as set forth in the following charts:

For Phase 1 - Kickstart to Passion:

Ride Challenges	Miles/KM	Patches Earned
Level 1	Retrace your first ride (at least 1 mile/1.6 KM)	10
Level 2	Complete 92 miles/148 KM	20
Level 3	Complete a cumulative total of 1,903 miles/3,062.6 KM	30

For Phase 2 - From Brand to Icon

Ride Challenges	Miles/KM	Patches Earned
Level 1	Take a weekend trip (at least 1 mile/1.6 KM)	10
Level 2	Complete 1,498 miles/2,410.8 KM	20
Level 3	Complete a cumulative total of 3,497 miles/5,628 KM	30

For Phase 3 - The Road Ahead

Ride Challenges	Miles/KM	Patches Earned
Level 1	Ride route you have always wanted to travel (at least 1 mile/1.6 KM)	10
Level 2	Complete 120 miles/193 KM each Week (starting August 5, 2022) for any four consecutive Weeks during Phase 3	20
Level 3	Starting on August 5, 2022, complete at least 36 miles/58 KM each Week for the entire	30

	Phase 3	
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Limit: Entrant can receive up to one hundred eighty (180) Patches during the Promotion Period through this Activity or use of the alternative method where applicable.

5. Grand Prize Drawing and Winner Verification: An independent judging organization, Trade Promotions and Lotteries Pty Ltd. ("TPAL") will randomly select one (1) winner from all eligible entries received during the Promotion Period at 10:00 a.m. AEST on 5 October 2022 at their offices located 24/88 Pitt St Sydney NSW 2000. Odds of winning the Grand Prize depend on the number of eligible entries received through the Promotion Period. Winner will be posted on the Promotion Website on 12th October 2022. Administrator will notify potential winner by email on 6th October 2022. Potential winner will be required to sign and return a Declaration of Compliance, Liability Waiver, and where not prohibited, a Publicity Release ("Declaration") which must be received by Administrator, within fourteen (14) days of the date the notice or attempted notice is sent, in order to claim the prize. **There exists an inherent risk of exposure to the COVID-19 virus and its variants in any public place where people are present. The COVID-19 virus and its variants are a contagious disease that can lead to severe illness and death. By accepting any of the trip prizes, including air travel and attending events, winner and winner's guests voluntarily assume and agree to accept all risks related to exposure to the COVID-19 virus and its variants.**

If the potential winner of any prize cannot be contacted, fails to sign and return the Declaration or provide any other requested information within fourteen (14) days of the date the notice or attempted notice is sent, potential winner forfeits the prize. In the event that a potential winner forfeits the prize or is disqualified for any reason, Sponsor will award the prize to an alternate winner by random drawing from among all remaining eligible entries that will be held at 10:00 a.m. AEST on 20th October 2022 at 24/88 Pitt St Sydney NSW 2000 ("Second Draw") by TPAL. The Second Draw winner will be notified by email on 21st October 2022 and posted on the Promotion Website on 27th October 2022.

6. ONE (1) GRAND PRIZE: A trip for winner and one (1) guest to travel to Milwaukee, Wisconsin in the U.S.A. to participate in the Harley Davidson 120th Anniversary celebration July 12 -16, 2023 ("Event"). Trip package includes round trip, economy class air transportation for two (2) from a major airport near winner's home (determined by Sponsor in its sole discretion) to Milwaukee, WI; four (4) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); ground transportation to and from destination airport and hotel; group transfer from the hotel to the Harley Davidson Celebration event on Saturday July 15, and \$500 USD spending money. Approximate Retail Value ("ARV"): \$10,430 AUD. Actual value may vary based on airfare fluctuations, distance between departure and destination, and currency fluctuations. Winner will not receive difference between actual and approximate retail value.

Winner must travel on the dates determined by Sponsor in its sole discretion associated with the dates of the Event or prize will be forfeited. If Winner is unable to travel because of any COVID-19 related restrictions, including in relation to any requirement to be vaccinated, the prize will be forfeited. Trip must be booked at least thirty (30) days prior to departure. Travel is subject to availability. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in these Official Rules, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, visas or visa waivers (if applicable), airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Unless child or legal guardian of winner, travel companion must be eighteen (18) years of age or older as of the date of departure and must travel on same itinerary and at the same time as the winner. Travel companion, or their parent or legal guardian, must

execute liability/publicity releases prior to issuance of travel documents. Winner and travel companion are solely responsible for obtaining valid passports and any other documents (including visas or visa waivers) necessary for international travel, as applicable. Travel restrictions, conditions and limitations may apply. Winner and travel companion are responsible for complying with any COVID-19 requirements set forth by airline, hotels, venues or other vendors offering services that are part of the trip prize. Failure to comply with any required COVID-19 requirements, may result in forfeiture of the prize or elements of the prize. Sponsor will provide all travel documents by email and will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates.

No cash equivalent of the prize will be awarded to Winner and prize is non-transferable and no substitution will be made except as provided in these Official Rules at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize or a component thereof for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for applicable state/national taxes and fees associated with prize receipt and/or use.

Prize Limit: Limit one (1) Grand Prize per person during the Promotion Period.

7. Release: By receipt of any prize, winner agrees to release and hold harmless Sponsor, Merkle Inc., and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize except to the extent that winner has rights or remedies which cannot be excluded by law (including the Australian Consumer Law) or the claim or cause of action is caused by the negligence or willful misconduct of any of the Released Parties.

8. Publicity: Except where prohibited by applicable laws, participation in the Promotion constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state/territory for promotional purposes in any media connected with the Promotion, worldwide, without further payment or consideration.

9. General Conditions: Subject to relevant State legislative authority, Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if Sponsor becomes aware or reasonably suspects there to be any fraud, technical failures, human error or any other factor that could impair the integrity or proper functioning of the Promotion. In such event, Sponsor reserves the right to award the prizes using the random draw method described above from among the eligible entries or plays received up to the time of the impairment. Sponsor reserves the right, in its reasonable discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

10. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections with the H-D App, the Promotion Website, in phone lines, network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Promotion or receipt or use or misuse of any prize; except where

caused by the negligence or willful misconduct of the Released Parties or where Released Parties' liability cannot be excluded by law (including the Australian Consumer Law). If for any reason an Entrant's Patch is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant has no remedy other than those provided for under applicable laws. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

11. Disputes: TO THE FULL EXTENT PERMITTED BY LAW, THE PARTIES AGREE THAT: (1) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS PROMOTION; AND (2) UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE PERMITTED TO OBTAIN AWARDS FOR, AND BOTH PARTIES HEREBY WAIVE ALL RIGHTS TO CLAIM, INDIRECT, PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED.

ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES, OR THE RIGHTS AND OBLIGATIONS OF THE ENTRANT AND SPONSOR IN CONNECTION WITH THE PROMOTION, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW SOUTH WALES AND ANY AN ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS PROMOTION OR ANY PRIZE AWARDED SHALL BE SUBJECT TO THE NON-EXCLUSIVE JURISDICTION OF THE COURTS OF NEW SOUTH WALES.

12. Entrant's Personal Information: Personal Information collected from Entrants is subject to the Sponsor's Privacy Policy <https://www.harley-davidson.com/au/en/footer/utility/privacy-policy.html>. Entrant's personal data necessary for the administration of the Promotion draw will be collected and otherwise processed by Sponsor and Administrator for the purposes of administration of the prize drawings. If Sponsor does not collect your personal information, you cannot enter the Promotion. Personal information will be used to contact potential winners and fulfill the prizes. Sponsor may disclose your Personal Information to third parties, including but not limited to agents, contractors, service providers and prize suppliers for the purposes of the Promotion. Entrants may also withdraw their consent at any time without affecting the lawfulness of processing based on consent before its withdrawal and have the right to lodge a complaint with a supervisory authority. Entrants may lodge a request, or exercise their rights, regarding their Personal Information by emailing us at DataPrivacy@Harley-Davidson.com or via phone at 1-800-258-2464. Entrant's personal data will be stored by Sponsor and Administrator on servers located within the United States in accordance with any applicable data protection laws and regulations. Transfer of personal data to the United States are subject to adequate safeguards as set forth in the relevant privacy policy identified above.

13. Winner List: For a winner list, visit <https://bit.ly/34cFRBW>. The winner list will be posted after winner confirmation is complete and by entering this competition you agree and acknowledge that your first name, last initial, and State or Territory will be posted on the winner list.

14. Promotion-Related Emails: By participating in the Promotion, you agree to receive transactional emails related to the Promotion including, but not limited to, a registration confirmation email.

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