

## 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 New Zealand who are at least eighteen (18) years old at the time of entry. The Promotion includes one (1) Grand Prize drawing at the end of the Promotion.

***Entrants who elect to earn entries by riding, must have a motorcycle (either a Harley Davidson or another 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.

The Promotion is subject to all applicable laws and regulations and is void where prohibited. Participation 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 1 April 2022 at 5:00 p.m. New Zealand Daylight Time and ends on 1 October 2022 at 4:59 p.m. New Zealand Time ("NZT") (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 1st day of the Month at 5:00 p.m. NZT and ending on the 1<sup>st</sup> day of the next Month at 4:59 p.m. NZT.

**Weeks:** Some Activities are available "Weekly." Each Week is defined as Saturday at 5:00 p.m. NZT through the following Saturday at 4:59 p.m. NZT.

**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. (\*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, within the descriptions of Activities 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” offered through the Promotion Website and the H-D App. Entrant can then redeem Patches for “Entries” into the Grand Prize drawing. 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 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" the next time Entrant logs-in to the Promotion website. 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. Patches will be available for Entrant to claim and redeem approximately 1-2 business days after Entrant has checked-in with their H-D app. 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 participation in this Activity, Entrant must 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.*** First, Entrant must locate the Ride Challenge (there will be one Riding Challenge associated with each Phase) within the H-D App and opt-in. Next, Entrant must complete the Profile within the App, including whether the H-D bike Entrant owns/rides his/her own motorcycle or whether Entrant will be using a rental 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. Patches will be available for Entrant to claim and redeem approximately 1-2 business days after Entrant has completed the applicable Level.

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 Phase 3	30
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Limit: Entrant can receive up to one hundred eighty (180) Patches during the Promotion Period through this Activity.

**5. Grand Prize Drawings:** Administrator's decisions regarding the selection of potential winners are final and binding. Administrator will randomly select two (2) potential Grand Prize winners on or around 5 October 2022. Odds of winning a Grand Prize depend on the number of eligible entries received through the Promotion Period. Receiving a prize is contingent upon compliance with these Official Rules. The potential winners will be notified by email. Each 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 five (5) days of the date notice or attempted notice is sent, in order to claim the prize. **There exists an inherent risk of exposure to COVID-19 in any public place where people are present. COVID-19 is 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 all risks related to exposure to COVID-19.**

If a potential winner of any prize cannot be contacted during the five (5) day period, fails to sign and return the Declaration or provide any other requested information within a reasonable time, 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 applicable prize to an alternate winner by random drawing from among all remaining eligible entries. There will be three (3) alternate drawings after which the prize will remain unawarded.

**6. TWO (2) GRAND PRIZES** 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 13 -16, 2023 ("Event"). Trip package includes round trip, economy class air transportation for two (2) from a major international airport closest to the 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"): NZ\$9,670. 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, those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract, and restrictions imposed by any local, regional, or national authority in response to COVID-19. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, managed isolation and quarantine facility ("MIQ") charges and fees, pre-departure COVID-19 tests, costs to get to the major international airports, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, 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 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 and/or the winner's travel companion. Travel companion must execute liability/publicity releases prior to issuance of travel documents. Winner and travel companions are solely responsible for obtaining valid passports and any other documents (including visas) necessary for international travel, as applicable. Travel restrictions, conditions and limitations may apply. Winner and travel companions 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 not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates.

No cash equivalent of the prize will be awarded to Winner and all prizes are 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. Winners are 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:** Subject to any rights and remedies winner may have under the Consumer Guarantees Act 1993, the Fair Trading Act of 1986 and the Privacy Act of 2020, 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.

**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 for promotional purposes in any media, worldwide, without further payment or consideration.

**9. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, and without individual notice, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its reasonable discretion. In such event, Sponsor reserves the right to award the prizes at random 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:** Subject to any rights and remedies winner may have under the Consumer Guarantees Act 1993, the Fair Trading Act of 1986 and the Privacy Act of 2020, 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, or 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. 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. 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: NOTHING IN THESE RULES IS INTENDED TO NEGATE OR MODIFY ENTRANT'S RIGHTS AND REMEDIES UNDER THE CONSUMER GUARANTEES ACT 1993, THE FAIR TRADING ACT 1986 OR THE PRIVACY ACT 2020. ENTRANTS MAY HAVE RIGHTS OF REDRESS UNDER THE CONSUMER GUARANTEES ACT 1993 APPLY IF THE SPONSOR HAS NOT COMPLIED WITH OBLIGATIONS UNDER THAT ACT. UNDER THE CONSUMER GUARANTEES ACT 1993 THE SPONSOR MAY BE LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM THE FAILURE TO COMPLY SO LONG AS THE LOSS OR DAMAGE WAS REASONABLY FORESEEABLE. EXCEPT WHERE PROHIBITED, 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.**

**12. Entrant's Personal Information:** Information collected from Entrants is subject to the Sponsor's Privacy Policy <https://www.harley-davidson.com/us/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. All information submitted to the Sponsor as part of this Promotion will be treated in accordance with its privacy policy: <https://www.harley-davidson.com/nz/en/footer/utility/privacy-policy.html>. Personal information will be used to contact potential winners and fulfill the prizes. 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 and privacy laws and regulations. If the Sponsor or Administrator is required to disclose your personal data to any person or entity outside of New Zealand, the Sponsor or Administrator will either ensure that the recipient of the personal data is required to protect the Entrant's personal data in a way that provides comparable safeguards to those in the Privacy Act 2020, or the Sponsor or Administrator will contact the Entrant to obtain authorization to the disclosure. Transfer of personal data to the United States are subject to safeguards as set forth in the relevant privacy policy identified above.

Entrants are entitled under the Privacy Act 2020 to request confirmation of what personal data about them is held by the Sponsor and Administrator and to receive that data, and to request the correction of any incorrect personal data about them held by the Sponsor and Administrator.

**13. Winner List:** For a winner list, visit <https://bit.ly/3vEZ9v9>. The winner list will be posted after winner confirmation is complete.

**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.