

## The Road to Harley-Davidson Homecoming Challenge Official Rules

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Sponsor:** Harley-Davidson Motor Company, Inc., 3700 W. Juneau Ave, Milwaukee, WI 53208, U.S.A. **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075, U.S.A. Sponsor and Administrator can be contacted through the FAQ form found [here](#).

**2. Eligibility:** The Road to Harley-Davidson Homecoming Challenge (the "Promotion") is open only to legal residents of the fifty (50) United States (including District of Columbia), Canada, France Germany, United Kingdom, and Mexico who are at least eighteen (18) years old at the time of entry ("Entrants"). The Promotion includes six (6) independent "Monthly Entry Period" drawings, an Instant Win Game, a "Monthly" Social drawing that offers all entrants a chance to win prizes, and Grand Prize drawings that offer trip prizes for residents of each country (outlined in Sections 5, 6 and 7). A free Instagram or Twitter account is required to participate in some aspects of the Promotion; uses of these social networks is subject to the terms of the relevant platforms.

**There is no requirement to own a motorcycle (either a Harley Davidson or another brand) or have the appropriate license to ride a motorcycle to participate in this Promotion. However, Entrants who elect to earn entries by riding, must have the required license, wear legally required safety gear, including a helmet, agree to ride safely and responsibly, and accept all risks associated with riding.**

Employees of Harley-Davidson, Inc., and its 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 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. The Promotion consists of multiple prize drawings (the "Sweepstakes or Prize Draw") and an instant win game (the "Instant Win Game").

**3. Timing:** The Promotion begins on 1 April 2022 at 12:00 a.m. U.S. Eastern Time ("ET") and ends on 30 September 2022 at 11:59 p.m. ET (the "Promotion Period"). For residents of the UK, the promotion begins on 1 April 2022 at 5:00 a.m. GMT and ends on 1 October at 4:59 a.m. ET. For residents of Germany and France, the promotion begins on 1 April 2022 at 6:00 a.m. CET and ends on 1 October at 5:59 a.m. CET. Please see [world clock](#) for time zone information. Entrant is responsible for determining the corresponding time in entrant's location. Administrator's and Sponsor's servers are both official time-keeping devices for this Promotion.

The Promotion includes six (6) independent "Monthly" drawings, one for each calendar "Month:" April, May, June, July, August and September and a Grand Prize Drawing. Each Monthly drawing will take place on the first business day following the end of the applicable Month. The Grand Prize drawing will take place on October 5, 2022. See Section 4 for all details.

**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
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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 1<sup>st</sup> day of the Month at 12:00 a.m. ET and ending on the last day of the Month at 11:59 p.m. ET. For residents of the UK, each Month is defined as starting on the 1<sup>st</sup> day of the Month at 5:00 a.m. GMT and ending on the 1<sup>st</sup> day of the following Month at 4:59 a.m. GMT. For residents of France and Germany, each Month is defined as starting on the 1<sup>st</sup> day of the Month at 6:00 a.m. CET and ending on the 1<sup>st</sup> day of the following Month at 5:59 a.m. CET.

**Weeks:** Some Activities are available “Weekly.” Each Week is defined as Friday at 12:00 a.m. through Thursday at 11:59 p.m. ET, except for the final Week, which will start on a Friday and end the following Friday at 11:59 p.m. ET. For residents of the UK, each Week is defined as Friday at 5:00 a.m. GMT through Thursday at 4:59 a.m. GMT, except for the final Week, which will start on a Friday and end the following Friday at 4:59 a.m. GMT. For residents of France and Germany, each Week is defined as Friday at 6:00 a.m. GMT through Thursday at 5:59 a.m. GMT, except for the final Week, which will start on a Friday and end the following Friday at 5:59 a.m. GMT.

**Days:** Some Activities are available “Daily.” Each Day is defined as 12:00 a.m. ET through 11:59 p.m. ET.

For Greenwich Mean Time (The United Kingdom): “Days” start at 5:00 a.m. GMT and end at 4:59 a.m. GMT the following calendar day.

For Central European Time (Germany and France): Days start at 6:00 a.m. and end at 5:59 a.m. CET.

**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 first and last name, a valid email address\*, confirm that you are at least 18 years of age, and agree to these Official Rules. (\*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 (vi), below within the description of Activities for additional details.)

**(a) Earn Patches to enter the Monthly/Grand Prize Drawings:** 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 (see list and description below). Patches have no monetary value. Patches may not be sold or otherwise traded or transferred. At Entrant’s option, Patches may be redeemed for “Entries” into (a) the currently available Monthly prize drawing and (b) the Grand Prize drawing for the applicable country in which Entrant resides or any combination thereof. To be eligible for a particular Monthly drawing, Entries must be submitted by the last day of the applicable Month. Non-winning entries from each Monthly prize drawing will not be included in subsequent Monthly 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 associated with the country in which the Entrant resides.

**(b) Play Instant Win Game:** Once you have registered and created an Account, Entrant will earn one (1) Instant Win game play for registration. Entrant then can return to the Promotion Website each Day to obtain an Instant Win game play. Once on the Instant Win Game page, follow the links and instructions to play the Instant Win Game. The Instant Win Game results will be instantly displayed. Potential winners of the Instant Win Game will be provided directions for validation by email. All potential winners are subject to verification before any prize will be awarded. Administrator is responsible for the functionality of the Instant Win Game. As noted above, Entrants may return to Promotion site each Day, log into his/her Account, and receive one (1) Instant Win Game play.

**(c) Enter into the Monthly Social Prize Draw:** Each Month, you can participate by posting content on Instagram or Twitter. See Section 7 for the entry requirements for these prize draws.

**Limit:** Each Entrant may return to the Promotion Website to play the Instant Win Game each Day during the Promotion Period. 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 Instant Win Game plays or 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. **Play the Instant Win Game:** During the Promotion Period, log into your Account on the Promotion Website, and follow the links and instructions to play the Instant Win Game. If you do not win a Prize, you will earn one (1) Patch. **Limit:** You may Play the Instant Win Game each calendar day. **Limit:** Each Entrant may receive up to one hundred eighty-three (183) Patches during the Promotion Period by playing the Instant Win Game.
- ii. **Watch a Rider Story 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.
- iii. **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.
- iv. **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.
- v. **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.
- vi. **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.

**Alternatively:** For residents of **United States** who do not have the H-D App, you can receive up to three (3) Patches each Phase by taking the following actions during each Phase: click [HERE](#) and follow the instructions to claim three (3) Patches for the applicable Phase.

Limit: Entrant can receive up to nine (9) Patches during the Promotion Period through this Activity or use of the alternative method where applicable.

- 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.

**Alternatively:** For residents of **United States and the United Kingdom**, you can receive ten (10) Patches each Phase by taking the following actions during each Phase: click [HERE](#) and follow the instructions to claim ten (10) Patches for the applicable Phase.

Limit: Entrant can receive up to thirty (30) Patches during the Promotion Period through this Activity or use of the alternative method where applicable.

- 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.*** For Entrants in Germany, the specific provisions on liability set forth in Section 9 apply. 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 adding information about Entrant's motorcycle (*there is no requirement to own or ride an H-D bike*). Finally, Entrant can then start recording rides. Entrant can earn Patches by completing "Levels" within each Ride 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
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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

**Alternatively:** For residents of **United States, the United Kingdom and France**, Entrants may receive sixty (60) Patches each Phase by taking the following actions during each Phase: click [HERE](#) and follow the instructions to claim sixty (60) Patches for each Phase.

**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. Instant Win Game Functionality:** There will be one thousand nine hundred (1,900) random, computer-generated winning times, one for each prize offered. The Entrant who is the first player to play the Instant Win Game at or after one of the randomly generated times, will be a potential instant winner of the prize indicated. **ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE POTENTIAL WINNER HAS BEEN VERIFIED (INCLUDING CORRECTLY ANSWERING A SKILLS TEST FOR CANADIAN WINNERS) AND ENTRANT HAS BEEN NOTIFIED BY EMAIL THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID AND WILL NOT BE HONORED.**

**Instant Win Game Prizes:**

Prize Description	Quantity	ARV
\$10 USD Visa® Prepaid Card*	850	\$10 USD (valued at approximately \$12.50CAD; 8.8 €; £7.30; 200 MXN)
\$25 USD Visa® Prepaid Card	650	\$25 USD (valued at approximately \$31 CAD; 22 €; £18.30, 500 MXN)

\$50 USD Visa® Prepaid Card	400	\$50 USD (valued at approximately \$ 62.50 CAD; 44 €; £37; 1020 MXN)
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Odds of winning an Instant Win Game prize depend on the number of Instant Win prizes available and the time of the Instant Win Game play.

*\*See details about these prizes below in Section 6.*

**6. Monthly and Grand Prize Drawings:** Administrator's decisions regarding the selection of potential winners are final and binding. Administrator will randomly select winners for each Monthly Prize drawing from all entries designated for the applicable Monthly Prize drawings and the Grand Prize drawings on or around the dates set forth in Section 3.

SEVENTY-SIX (76) GRAND PRIZES: The Grand Prizes will be awarded to as follows:

Country	Number of Prizes Awarded
50 U. S. and D.C.	24
Canada	12
Germany	15
France	11
UK	10
Mexico	5

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 (summer of 2023). Trip package includes round trip, coach-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, and \$500 USD spending money. Travel dates will be provided to confirmed winners by April 2023. 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. If winner is a minor in his/her place of residence, travel companion must be winner's parent/legal guardian. Approximate Retail Value ("ARV"): for U.S. winners is \$4,994; for Canadian winners is \$4,485 CAD; for German winners is €4,550; for French winners is €5,650; or UK winners is £4,335 and for Mexican winners is 79,975 MXN. 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.

There will be one (1) prize awarded each Month as follows:

TWO (2) EAGLE RIDER TRIP PRIZES (1 awarded as the April Monthly prize and 1 awarded as the July Monthly prize): A guided bike trip for winner and guest in the United States provided by Eagle Rider, fulfilled as a EagleRider eGift Card valued at \$4,000 USD. Winner will be responsible for additional costs if winner selects a trip that costs more than \$4,000 USD. It is the responsibility of winner and their guest to ensure that they comply with the rules of Eagle Rider at all times during the Eagle Rider trip. Sponsor or Administrator will not be responsible for any decision by Eagle Rider to deny entry to the winner and guest or cancel the Eagle Rider trip for the winner and guest for non-compliance with Eagle Rider's rules. The Eagle Rider Trip prize is organized and run by Eagle Rider. Winner will also receive, coach-class air transportation for two (2) from a major airport near winner's home (determined by Sponsor in its sole discretion) to one of the following U.S. locations where Eagle Rider Trips are available: Los Angeles, CA, Las Vegas, NV, Albuquerque, NM and Denver, CO. Airfare must be used no later than 12/31/23. See below for all restrictions

associated with Trip prizes.

A trip valued at approximately \$6,600 USD, £4,900, €5,950, \$8,300CAD, or 136,200 MXN). 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.

FOUR (4) PREPAID CARD PRIZES (1 awarded as the May Monthly prize, 1 awarded as the June Monthly prize, 1 awarded as the August Monthly prize and 1 awarded as the September Monthly prize): A \$500 USD Visa prepaid card. ARV: \$500 USD (valued at approximately £375, €440, \$640 CAD, or 10,400 MXN).

For All Visa Prepaid Cards: Your payment will be delivered via email with instructions for claiming your Visa prepaid card. You must claim your card within 3 months from the date these instructions are sent via email. Your right to the payment expires after that time. These rewards can be used anywhere Visa® is accepted all over the world and the funds are in US currency not in the local currency. Card is issued by The Bancorp Bank, Member FDIC, pursuant to a license from Visa U.S.A. Inc. Your use of the prepaid card is governed by the Cardholder [Agreement](#), and some fees may apply. Specifically, the Cardholder Agreement states that if you make a purchase in a currency other than the currency in which the Card was issued, the Issuer may assess a Currency Conversion Fee of 2% of the transaction amount and will retain this amount as compensation for its services. Transactions made outside of the 50 United States and the District of Columbia are also subject to this the Currency Conversion Fee even if they are completed in U.S. currency. This is not a gift card. Please note that prepaid cards are subject to expiration, so pay close attention to the expiration date of the card.

Odds of winning a Grand Prize or a Monthly Prize depend on the number of eligible entries designated for the applicable prize drawing.

For All Trip Prizes: Winner must travel on the dates determined by Sponsor in its sole discretion 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 and accommodations are 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, 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. If winner is a minor in his/her place of residence, travel companion must be winner's parent/legal guardian. 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, if required) 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. Forfeiture of any aspect of the trip due to failure to meet these requirements will not impact the value of the trip as reported on an IRS Form 1099 (applicable to US winners only). If, in the judgment of Sponsor, air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates.

**For All Prizes:** No cash equivalent of the prize will be awarded to Winner. All prizes are non-transferable and no substitution will be made except as provided herein 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. Winners who reside in the United States will receive an IRS form 1099 reporting the aggregate value of all prizes received where the total value of all prizes received is \$600 USD or more.

**Prize Limit:** Limit one (1) Grand Prize, one (1) Monthly Prize, and one (1) Social Prize (described below) and one (1) Instant Win Game prize per person during the Promotion Period.

**7. Monthly Social Prize Draw:** To participate in this Monthly prize drawing, Entrant must have a **personal and public** Twitter or Instagram account (each a "Social Account"). Creating each Social Account is free but is subject to the applicable terms and conditions (<http://twitter.com/tos>), or (<http://instagram.com/about/legal/terms/#>). Your Internet connection charges, if any, apply. If you enter using a mobile device, **data rates may apply**. Check with your wireless carrier's network regarding the standard data charges. To enter take the following actions:

- a.** During each Month, create a photo or video on Instagram or Twitter that responds to Monthly prompt located on the Promotion Website. No purchase of Sponsor's products is required. *Neither your Photo nor your Video must include any reference, either positive or negative, to Sponsor's products or services. Including a reference or image will not improve your chances of winning a prize.*
- b.** Follow @HarleyDavidson on the applicable social channel you will use to enter this prize drawing;
- c.** Post your Photo or Video on Instagram or Twitter and include #HD120Sweepstakes (for residents of US, Canada and the United Kingdom), #HD120Gewinnspiel (for residents of Germany); #HD120Concours (for residents of France); or #HD120Concorso (for residents of Mexico) in your Tweet or original caption on Instagram;
- d.** Maintain your Instagram or Twitter handle once you enter through the time prizes are awarded (If you change your handle name Sponsor will not be able to contact you);
- e.** Follow all of the "Content Restrictions" listed below; and
- f.** *NOTE:* Retweets, Instagram stories, and Instagram posts where the hashtag is included in a comment rather than the caption of the original post will not be deemed entries.

**Content Restrictions for your Social Entry:**

- Your Tweet/post must be your original work;
- Your Tweet/post must not display riding on a motorcycle that would be deemed unsafe or in violation of applicable regulations;
- Your Tweet/post must not convey any claims of Sponsor's products or services that would be deemed unsubstantiated or deceptive if made by Sponsor;
- Your Tweet/post must not disparage Sponsor or any other parties;
- You must have permission to include the names or likenesses of other individuals and to grant as described below in the section entitled Sponsor's Use of Social Entry Content. You should only include minors in your Tweet or post if they are your children/wards. If requested, entrant must be able to provide such permissions in a form acceptable to Sponsor;
- Your Tweet or post must not contain material that violates or infringes another's rights and therefore may not include logos, trademarks or any other intellectual property other than those of the Sponsor;
- Your Tweet or post must not make references to or include: alcohol, illegal drugs, tobacco, or firearms/weapons, any activities that are or appear to be dangerous, or any political agenda;

- Your Tweet or post may not be indecent, obscene, sexually explicit, hateful, promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age; and
- Your Tweet or post may not be tortious, defamatory, libelous, disparage Sponsor or any other person or party, or contain material that is unlawful in any way.

If your Tweet/post conforms with all of the above requirements, you will receive one (1) entry into the applicable Monthly prize drawing (associated with the date and time of your social post). Limit: You may enter one (1) time each Month for the Social Prize Draw.

**Sponsor's Use of Social Entry Content:** Tweeting/Posting constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, for the full term of protection of the submission under relevant intellectual property rights and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Social Entry. For the avoidance of doubt, this paragraph does not relate to consent as a legal basis for the processing of personal data in the meaning of the General Data Protection Regulation.

**Monthly Social Prize Drawing:** On the first business day following the end of each Monthly Entry Period, Administrator will randomly select one (1) winner from all compliant social post Entries posted during each applicable Monthly Entry Period. Each of the six (6) Monthly Entry Periods, Sponsor will award one (1) prize: \$100USD Visa prepaid card (valued at approximately \$ 125 CAD; €88; £73.60; 2040 MXN). Terms for the prepaid card provided above in Section 6 apply.

**8. Verification of Potential Winners (applies to all prizes):** Receiving a prize is contingent upon compliance with these Official Rules. The potential winners will be notified by email (Monthly social winners will be notified by @HarleyDavidson through the social platform used). Potential winners may be required to provide their name, email address, home mailing address (P.O. Boxes may not be permitted), and date of birth to confirm eligibility and for purposes of prize fulfillment within ten (10) days of the date notice or attempted notice is sent, in order to claim the prize. Each potential winner (parent/legal guardian if winner is a minor in their place of residence) of a trip prize (or a U.S. winner who has won an aggregate value of prizes that is equal to \$600 or more) 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 ten (10) 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 potential winner is a Canadian resident, he/she will be required to correctly answer a time-limited skill testing question without any assistance in order to be eligible to receive a prize. If a potential winner of any prize cannot be contacted, fails to sign and return the Declaration or provide any other requested information, fails to correctly answer the skills test (if Canadian), or prize is returned as undeliverable, potential winner forfeits the prize. In the event that a potential winner of a prize valued over \$25.00 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. Unclaimed prizes valued at or less than \$25.00 will not be awarded. Prizes will be fulfilled approximately 10-12 weeks after winner confirmation.

**9. Release:** By receipt of any prize, with the exception of liability which cannot be excluded by law, 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 and/or death (this is limited to the United States and Canada), or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize.

**For entrants in Germany:** The release does not apply in case of intent or gross negligence on the part of the Released Parties. The same applies in case of a breach of fundamental contract obligations. To the extent the breach of contract is unintentionally the liability of the Released Parties for damages shall be limited to the typically predictable damage. The liability of the Released Parties for culpable damage to life, body or health as well as the liability under the Product Liability Act shall remain unaffected. Any liability not expressly provided for above shall be disclaimed.

**10. Publicity:** Except where prohibited and where winner provides consent, Sponsor's and its agents' may use of winner's name, likeness, photograph, voice, opinions and/or hometown and state/province for promotional purposes in any media, worldwide, without further payment or consideration (for French entrants, for a period of two (2) years).

**11. 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 Sweepstakes/Prize Draw or Instant Win Game, as determined by Sponsor in its sole discretion, and subject to the approval of the Régie des alcools, des courses et des jeux. 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 sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes/Prize Draw or Instant Win Game 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 Sweepstakes/Prize Draw or the Instant Win Game 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.

**12. 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 Sweepstakes or receipt or use or misuse of any prize to the extent permitted by applicable law. If for any reason an Entrant's Patch or Instant Win Game play 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.

**13. Disputes:** EXCEPT WHERE PROHIBITED, ENTRANT AGREES THAT: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS

PROMOTION OR ANY PRIZE AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN (SOUTHERN DIVISION) OR THE APPROPRIATE MICHIGAN STATE COURT LOCATED IN OAKLAND COUNTY, MICHIGAN; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS PROMOTION, BUT IN NO EVENT ATTORNEYS' FEES; AND (3) UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES 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 MICHIGAN, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES (WHETHER OF THE STATE OF MICHIGAN OR ANY OTHER JURISDICTION), WHICH WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF MICHIGAN. FOR RESIDENTS OF QUEBEC ONLY: ANY LITIGATION RESPECTING THE CONDUCT OR ORGANIZATION OF A PUBLICITY CONTEST MAY BE SUBMITTED TO THE RÉGIE DES ALCOOLS, DES COURSES ET DES JEUX FOR A RULING. ANY LITIGATION RESPECTING THE AWARDING OF A PRIZE MAY BE SUBMITTED TO THE RÉGIE ONLY FOR THE PURPOSE OF HELPING THE PARTIES REACH A SETTLEMENT.

**NOTWITHSTANDING THE FOREGOING, ANY RIGHTS TO WHICH YOU ARE ENTITLED UNDER LAWS WHICH APPLY IN THE PLACE WHERE YOU RESIDE, AND WHICH CANNOT BE CONTRACTED OUT OF, SHALL CONTINUE TO APPLY. THIS CHOICE OF LAW PROVISION DOES NOT DEPRIVE THE ENTRANT OF THE PROTECTION AFFORDED UNDER THE LAWS OF THEIR JURISDICTION OF RESIDENCE AND SUCH PROVISIONS THAT CANNOT BE DEROGATED FROM BY AGREEMENT OR VIRTUE OF THE LAW OF THEIR JURISDICTIONS OF RESIDENCE.**

The European Commission provides for an [online dispute resolution platform](https://ec.europa.eu/consumers/odr/), which you can access here: <http://ec.europa.eu/consumers/odr/>. If you would like to bring a matter to our attention, please contact [harleycustomersupport@harley-davidson-de.info](mailto:harleycustomersupport@harley-davidson-de.info).

Note according to Sect. 36 (1) VSGb (German Consumer Dispute Settlement Act): We are not obliged nor willing to participate in dispute settlement proceedings before a consumer arbitration board.

**14. Entrant's Personal Information:** Entrant's personal data will be processed by Sponsor and Administrator for the purposes of administration of the Promotion. Information collected from entrants is subject to the Promoter'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 drawings will be collected and processed by Sponsor and Administrator for the purposes of administration of the prize drawings and the instant win game, contacting potential winners and fulfilling the prizes. Entrants have the right to access, correct, rectify, object, restrict or have their personal data deleted as the right is termed under the laws of some jurisdictions at any time. They have the right to request restriction of processing concerning their personal data as well as the right to data portability. Entrants may object to the processing of their personal data in accordance with applicable law. Entrants have the right to lodge a complaint with a supervisory authority. 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.

**15. Winner List:** For a winner list, please [click here](#). The winner list will be posted after winner confirmation is complete. The winners list will consist of the winners' first names, last initials, country and prize won. The winners will have the right to object to this information being published or to request a reduction in the amount of information being published. Sponsor and Administrator will be required to provide this information to the relevant regulatory authorities.

**16. Promotion-Related Emails:** If you participate in the Promotion, you will receive transactional emails necessary for the performance of the Promotion including, but not limited to, a registration confirmation email. You can unsubscribe at any time. By unsubscribing, you will opt out of receipt of any prizes.

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