

## GAME OF CHANCE PROMOTION

### HOW TO ENTER

#### Eligibility Requirements – please read carefully

To be eligible to enter, individuals must:

- be a Australian resident;
- be over 18 years of age;

**AND**

- During the period 0.01am EST on 07/08/2017 and 2.00pm EDT on 29/10/2017, purchase a Harley Days '115<sup>th</sup> Anniversary pin' from the Australian Harley Days website at [www.australianharleydays.com.au](http://www.australianharleydays.com.au) (while stocks of pins last) and complete the online entry form at the time of purchase.
- All entries must be made via the Australian Harley Days website at the time of purchase by no later than 2.00pm EDT on 29/10/2017.

#### To enter:

Entrants must:

- purchase a Harley Days '115<sup>th</sup> Anniversary pin' from the Australian Harley Days website at [www.australianharleydays.com.au](http://www.australianharleydays.com.au) between 0.01am EST on 07/08/2017 and 2.00pm EDT on 29/10/17 (or while stocks of pins last); and
- enter the draw by completing the online entry form at the time of purchase.

Entries submitted after 2.00pm EDT on 29/10/17 will not be accepted.

**All** entries **must** include the entrant's name, address, daytime contact number, date of birth and email address.

### TERMS AND CONDITIONS

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this Promotion is deemed acceptance of these Terms and Conditions. The acceptance or use of any portion of the prize by the winner's guest is deemed acceptance of these Terms and Conditions, and the Terms and Conditions applying to the winner will also apply to the guest as if references to the winner in these Terms and Conditions were to the guest (unless indicated otherwise).
2. The Promoter is Harley-Davidson Australia Pty Limited (ABN 83 098 483 259) of 1 Sirius Road, Lane Cove NSW 2066 (Postal Address: PO Box 133, North Ryde NSW 1670).
3. Entry is only open to individuals who meet the Eligibility Requirements and comply with the entry instructions described in these Terms and Conditions. Employees (and their immediate families) of the Promoter, dealers and agencies associated with this Promotion are ineligible to enter. 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. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age, place of residence) and to disqualify any entrant who submits an entry that is fraudulent or not otherwise in accordance with these Terms and Conditions or any relevant law, or who tampers with the entry process. Each entrant consents to the Promoter exercising its rights under this clause by their entry into the Promotion.
5. Incomplete, indecipherable, or illegible entries may be deemed invalid. For example, entries which do not include the entrant's name, address, daytime contact number, email address, will not be accepted.
6. Only one (1) entry is permitted per Harley Days '115<sup>th</sup> Anniversary pin' purchased. Entrants can enter more than once by purchasing additional Harley Days '115<sup>th</sup> Anniversary pins' and completing additional entry forms.
7. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
8. Promotion starts at 0.01am EST on 07/08/2017 and ends at 2.00pm EDT on 29/10/17.
9. The electronic draw will take place at Stuart Park, George Hanley Drive, North Wollongong NSW 2500 at 3.00pm EDT on 29/10/17. The first valid entry drawn will win the prize.
10. The winner will be notified by telephone and email and/or mail within two (2) days of the draw. The name and suburb of the winner will be published in The Australian on 15/11/2017.
11. The prize is a 2018 Harley-Davidson Softail Breakout motorcycle (FXBR) (valued at up to AUD\$31,595). Prize also includes registration for one year and third party insurance (valued at up to \$2,500). Total prize value is \$31,595.00.
12. The winner must collect the prize from the nearest Harley-Davidson dealership to the winner by 31/12/2017. The Promoter is not responsible for the delivery of the prize to the prize winner.
13. The Promoter will make all reasonable efforts to contact the winner. However, if necessary, the Promoter will hold a second chance draw at 1 Sirius Road, Lane Cove NSW 2066 at 12.00pm EDT on 30/01/2018 in order to distribute any unclaimed prizes. Any second chance winner will be notified by telephone and email and/or mail within two (2) days of the second chance draw. The name and suburb of any second chance draw winner will be published in The Australian on 15/02/2018.
14. All taxes (excluding GST) which may be payable as a consequence of receiving the prize are the sole responsibility of the prize winner. All other ancillary costs and all other expenses, including insurances, are the responsibility of the winner.
15. The prize winner accepts all risks associated with accepting and using the prize and will be responsible for complying with all laws relating to use of the prize, including licence requirements.

16. If the prize (or any part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of equal value and/or specification. Winner will not be entitled to any additional compensation in the event the prize or element of a prize has been substituted at equal or greater value.
17. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash.
18. If this Promotion 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 entrant; or (b) to modify, suspend, terminate or cancel the Promotion, as appropriate.
19. The prize winner has rights under the Australian Consumer Law 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 regarding the quality or suitability of the prize awarded as part of this Promotion 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 Promotion 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 Promotion 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 Promotion and is beyond the reasonable control of the Promoter;
    - (iv) any entry or prize 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 prize to that stated in these Terms and Conditions;
    - (vi) any tax liability incurred by a winner or entrant; or,
    - (vii) use of a prize,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 19 above.
21. The Promoter collects entrants' personal information in order to conduct the Promotion and for promotional, marketing, publicity, research and profiling purposes. Entry is conditional on providing this information. By entering this Promotion, unless otherwise advised, each entrant agrees that the Promoter may:

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

Entrants 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. Entrants 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. All entries become the property of the Promoter.

22. Participation in the Promotion constitutes a prize-winner's consent to the Promoter's use of the prize-winner's name, likeness and opinions (including without limitation footage of the winner's receipt and use of the prize) on the Promoter's website or otherwise for promotional, marketing and publicity purposes without any fee being paid by the Promoter. The prize winner further agrees to the Promoter reproducing and publishing his/her response to the Promotion question in its original form or in a modified form and without attributing him/her as its author for promotional, marketing, publicity and internal reporting purposes. The prize winner agrees to sign any further documentation required by the Promoter to give effect to this arrangement, as a precondition to being awarded the prize.
23. Any cancellation or modification to the Promotion will be notified on the Promoter's website – [www.australianharleydays.com.au](http://www.australianharleydays.com.au) following approval from the lottery authorities, where necessary. A copy of these Terms and Conditions and prize 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. These Terms and Conditions are governed by the laws of Australia and each entrant agrees to submit to the non-exclusive jurisdiction of the Australia courts.
26. The Promoter's or an entrant'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.

Authorised under NSW Permit No LTPS/17/16197, ACT Permit No TP 17/01446, SA T17/1364