

CONDITIONS FOR TICKET PURCHASE

In return for the right to attend Harley Days (the **Event**), to be held 27-29 October 2017 at Stuart Park, Wollongong (the **Venue**), you agree, as a purchaser of a ticket to comply with the following Conditions.

WARNING UNDER THE AUSTRALIAN CONSUMER LAW

Under the Australian Consumer Law, several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form (Harley-Davidson Australia Pty Ltd) is required to ensure that the recreational services it supplies to you:

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under section 139A of the Competition and Consumer Act 2010 (Cth) (**CCA**), the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you agree to these Conditions, you will be agreeing that your rights to sue the supplier under the CCA if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to reckless conduct on the supplier's part. Reckless conduct is defined in section 139A(5) of the CCA.

Except as set out in clause 16, nothing in these Terms and Conditions is intended to exclude, restrict or modify your statutory rights under the Australian Consumer Law. For more information about your consumer rights, contact the Australian Competition and Consumer Commission and relevant State/Territory Fair Trading Authority.

1. This ticket is sold on behalf of the organisation responsible for presenting the Event (Harley-Davidson Australia Pty Ltd, or **Harley-Davidson**) and is subject to the conditions set out below, and any other terms and conditions on display at the Venue.
2. Individuals under the age of 18 (**Minors**) may attend the Event under an adult's ticket provided they are accompanied by the adult at all times during the duration of the Event.
3. You acknowledge that your attendance at and participation in the Event may involve risks of loss and damage to property, injury and death, including the danger of being injured by motorcycles, other motorised vehicles, other objects and the acts of others. You acknowledge that by attending and participating in the Event you are taking on these and other risks. Harley-Davidson & the Venue owner and operator accept no responsibility for any injuries, losses or damage sustained at the Event, except to the extent that these are caused by their negligence, recklessness or wilful misconduct.
4. Harley-Davidson reserves the right to refuse entry to the Event in reasonable circumstances, including where you do not have a valid ticket, or are intoxicated, violent or abusive. **Harley-Davidson reserves the right to deny admission to the bearer of any ticket that appears to have been tampered with.**
5. You must comply with any reasonable instructions or directions issued by Harley-Davidson, Event and Venue staff in relation to the Event and your attendance at and participation in the Event, including instructions contained in all permanent and temporary signs which appear at the Venue.
6. For safety and other reasons, entry is excluded to some parts of the Venue; ticket holders must not enter fenced off areas, or areas to which access is denied.
7. Stage diving, crowd surfing & moshing are strictly prohibited. Any patron caught practising any of these behaviours risks eviction from the Event.
8. No colours to be worn at the Event. No bottles, glass, cans, skateboards, milk crates, chairs, stools (folding or otherwise) studded wristbands &/or belts etc, fireworks, BYO alcohol, illegal drugs, laser lights or weapons of any type will be allowed into the Venue. Any other items considered illegal or dangerous will also be banned from entry to the Venue. A search of persons and possessions will be required at the time of entry to the Venue, and Harley-Davidson, Event and Venue staff & security have the right to conduct a search of persons and possessions at any time while the ticket holder is at the Venue.
9. You acknowledge that you may be required to sign further documents and/or comply with additional obligations before you are allowed to participate in certain activities which form part of the Event.
10. Harley-Davidson reserves the right to vary or substitute advertised artists, entertainment, activities and programs at the Event.
11. Certain parts of the Event are licensed and restrictions on entry will apply (see clause 6).
12. All patrons will be wristbanded. Wristbands must be worn for the duration of the Event. Any patron found without a wristband will be immediately evicted from the Venue. Refunds are NOT applicable to any patron removed from the Venue without a wristband. Proof of age will be required as a condition of supplying alcohol. In the interests of responsible service of alcohol, people who are deemed to be intoxicated will not be served.
13. For the comfort, safety and enjoyment of all patrons, Harley-Davidson reserves the right to refuse entry to or evict from the Venue any person who behaves in a manner that reasonably interferes with other ticket holders' enjoyment of the Event, or which may cause property damage or is contrary to law, who threatens the safety of Harley-Davidson, Event or Venue staff, other ticket holders or any other person, or who is deemed to be intoxicated or disorderly or refuses to comply with these (& any other applicable) conditions or the reasonable instructions of Harley-Davidson, Event, Venue &/or security staff.
14. The Event will run rain or shine, except in the case of extreme weather conditions affecting safe operation of the Event.
15. Still photographic cameras (e.g. small cameras), small consumer video cameras and smartphones are permitted. Professional sound recording devices and video or movie cameras are prohibited without permission from Harley-Davidson.
16. You agree that, if you are a consumer of "recreational services" (as defined by any relevant law), you and your heirs will not make any claim against Harley-Davidson for any mental or physical injury (including death) that you suffer as a result of Harley-Davidson's breach of its statutory obligation to provide services with due care and skill or which are fit for purpose, or to provide those services in a timely manner, unless that injury is caused by Harley-Davidson's reckless conduct or gross negligence.
17. You agree to reimburse Harley-Davidson, the Venue owner and operator, and each of their related companies, directors, employees and agents for all direct and indirect expenses (including legal costs), losses and liabilities they may incur in connection with:
 - a. any claim you or your heirs make against any of them:
 - i. when you have agreed not to make such a claim; or

- ii. to the extent that the claim relates to your negligence, reckless conduct, intentional misconduct, or breach of these Conditions; and
 - b. any claim someone else makes against any of them to the extent that the claim relates to your negligence, reckless conduct, intentional misconduct or breach of these Conditions.
18. You agree that Harley-Davidson or its contractors or employees may take photographs, images, film footage and other recordings depicting your participation in the Event, and you consent to Harley-Davidson, its related companies and its licensees reproducing, publishing, communicating to the public and otherwise using such photographs, images, footage and recordings in any media at their discretion and without obtaining any further consent from you and without any payments to you.
19. You agree that Harley-Davidson may collect the personal information that you provide when purchasing this ticket. Harley-Davidson uses this information to process your ticket purchase and send you your tickets, to enable it to contact you for reasons connected with the Event (for example in the case of event cancellation or change), and for other purposes, as described in its privacy policy. Harley-Davidson may disclose the information to its related companies, and to its vendors, service providers and Event partners. Harley-Davidson requires these companies to comply with the Australian privacy laws that apply to your personal information. You understand that, if you do not provide the personal information, you may not be able to attend or participate in the Event. You understand that the personal information that you have provided will be collected, used, stored and otherwise handled by Harley-Davidson strictly in accordance with its privacy policy, and that a copy of that policy will be made available to you on request. Harley-Davidson's privacy policy also contains information about:
- a. how you may access the personal information that is held by Harley-Davidson and seek correction of such information; and
 - b. how you may complain about a breach of the Australian Privacy Principles or a registered privacy code that binds Harley-Davidson and how Harley-Davidson will deal with such a complaint.
- You can contact Harley-Davidson at 1800 464 258 or hogau@harley-davidson.com if you have any questions, or to request a copy of the privacy policy.
20. If you are purchasing the ticket on behalf of another person (including Minors), you warrant that that person has seen and understands these Conditions, and agrees to be bound by them, and that you have authority to agree to these Conditions on their behalf.
21. If you are accompanied by a Minor, you confirm that you:
- a. are the Minor's parent or legal guardian;
 - b. understand the nature of the Event and the Minor's experience and capabilities and believe the Minor to be qualified to participate in the Event. If you or the Minor believe anything is unsafe, you will instruct the Minor to immediately cease participating further in the Event;
 - c. fully understand and will instruct the Minor that the activities which form part of the Event may be dangerous and participation in the Event may involve risks and dangers of serious bodily injury, including permanent disability, paralysis and death;
 - d. consent to the Minor's attendance at and participation in the Event;
 - e. agree to ensure that the Minor complies with any reasonable instructions or directions given by Harley-Davidson or Event and Venue staff in relation to the Event and the Minor's attendance at, and participation in, the Event; and
 - f. agree (on your own behalf and on behalf of the Minor and his/her heirs) that, if the Minor is a consumer of "recreational services" (as defined by any relevant law), you and the Minor will not make any claim against Harley-Davidson for any mental or physical injury (including death) that the Minor may suffer as a result of the relevant entity's breach of its statutory obligation to provide services with due care and skill or which are fit for purpose, or to provide those services in a timely manner, unless that injury is caused by Harley-Davidson's reckless conduct.

Ticket transfers, refunds and returns

22. Tickets are refundable if the Event is cancelled or postponed due to extreme weather conditions affecting safe operation of the Event, or other reasons relating to public safety.
23. Tickets are not refundable because you are refused entry or evicted from the Venue or are unable or choose not to attend the Event; because the Event has been affected by rain or inclement weather (unless it has also been cancelled or postponed); because your ticket has been lost or stolen; or because the Event does not meet your expectations.
24. Tickets may be re-issued up to 2 times in the event that they are lost or stolen. Re-issuance incurs an administrative fee of \$3.00 per ticket. Ticket re-issuance will not be possible in the last 48 hours prior to Event start time.
25. Should this ticket be re-sold, transferred or otherwise used for profit, commercial gain or marketing, the ticket will become void and the holder may be refused entry or be evicted from the Venue. Do not share your ticket or barcode with anyone else or you may be denied entry.

WARNING! THIS IS AN IMPORTANT DOCUMENT WHICH AFFECTS YOUR LEGAL RIGHTS AND OBLIGATIONS.