

GAME OF CHANCE PROMOTION

HOW TO ENTER

Eligibility Requirements – please read carefully

To be eligible to enter, individuals must:

- be an Australian or New Zealand resident;
- be over 18 years of age
- hold a full, valid Australian or New Zealand motorcycle licence covering motorcycles over 660cc

AND EITHER:

- During the period 0.01am EST on 02/08/17 and 6.00pm EDT on 27/10/17, purchase a ticket to the 'Harley Days' event on 27-29 October 2017 from the Australian Harley Days website at www.australianharleydays.com.au (while tickets last).
- All entries must be made via the Australian Harley Days website at the time of purchase by no later than 6.00pm EDT on 27/10/17.

OR

- Be an existing ticket holder/ registrant for the Harley Days event as of 0.01am EST on 02/08/17.

To enter:

Entrants must:

- purchase a ticket to the Harley Days event on 27-29 October 2017 from the Australian Harley Days website at www.australianharleydays.com.au between 0.01am EST on 02/08/17 and 6.00pm EDT on 27/10/17 (or while tickets last); and
- agree to receive marketing materials from the Promoter; and
- complete the online form at the time of purchase.

Entries submitted after 6.00pm EDT on 27/10/17 will not be accepted. Existing ticket holders/ registrants for the Harley Days event as of 0.01am EST on 02/08/17 will automatically be entered into the Promotion.

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

TERMS AND CONDITIONS

1. Information on eligibility, how to enter and prizes form part of these Terms and Conditions. Participation in this Promotion is deemed acceptance of these Terms and Conditions.

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 ticket purchased.
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 02/08/17 and ends at 6.00pm EDT on 27/10/17.
9. The electronic draw will take place at Stuart Park, George Hanley Drive North Wollongong, NSW 2500 at 8.00pm EDT on 27/10/17. 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 11/11/17.
11. The prize comprises a trip for the winner to Sturgis Bike Week, USA in August 2018 including:
 - a. return economy flights for the winner from their nearest international airport to Los Angeles on or about 01/08/2018 and returning from Chicago on or about 18/08/2018, including all airline and airport taxes;
 - b. a place on the 2018 15 day guided CVO Harley-Davidson tour across the USA, from Los Angeles CA to Milwaukee WI via Sturgis South Dakota;
 - c. use of a company owned HARLEY-DAVIDSON motorcycle for the duration of the prize;
 - d. accommodation for 17 nights in various cities across the USA (2 star or equivalent);

Total prize value is AUD\$15,000.

12. The Promoter will make all reasonable efforts to contact the winner. However, if the Promoter is unable to contact the winner or the winner is unable to travel on the allocated dates specified in clause 11, the Promoter will hold a second chance draw

at 1 Sirius Road, Lane Cove NSW 2066 at 12.00 midday on 30/01/18 in order to distribute any unclaimed or forfeited prize. 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 15/02/18.

13. All taxes (excluding GST) which may be payable as a consequence of receiving the prize are the sole responsibility of the prize winner.
14. Prize components are subject to weather and management discretion, and are taken at the risk of the individual. The Promoter may amend or substitute available activities in its absolute discretion. All other ancillary costs, including but not limited to taxes (excluding GST), meals, US visas, passports, insurance, incidentals and any and all other expenses are the responsibility of the winner. It is a condition of accepting the prize that the winner arrange at their own expense valid travel insurance with the highest available coverage for their period of travel, as well as the relevant visa documentation required for entry into the USA. The prize is a single event trip for the winner and cannot be separated into separate trips or components.
15. If winner is unable to travel on the allocated specific travel dates (including because the winner is not able to obtain visa documentation for the USA), departing on or about 01/08/2018 and returning on or about 18/08/2018, the prize will be forfeited.
16. Accommodation, activities, ride routes and flight arrangements, including suppliers, will be determined by the Promoter in its sole discretion.
17. The Promoter reserves the right to withdraw any prize should the Promoter, in its sole and absolute discretion, deem a winner unfit to participate in the prize for any reason, including (without limitation) as a result of illness, tiredness, or the influence of drugs. This clause does not apply to winners who are resident in South Australia.
- 17A. For South Australian winners only: The Promoter may require any prize winner, as a condition of accepting the prize, to provide a medical certificate proving they are fit to participate in the prize. If the winner is unable to provide such a medical certificate, the Promoter may withdraw the prize.
18. The prize is subject to the terms and conditions of the 2018 Sturgis CVO tour package. The Promoter is not responsible or liable for any loss, damage or injury suffered by any winner as a result of the winner accepting and/or using a prize, except for any loss, damage or injury which is due to the negligence or wilful misconduct of the Promoter or which otherwise cannot be excluded by law.
19. Before the prize is awarded, the winner will be required to sign a motorcycle user indemnity deed in relation to his/ her use of the HARLEY-DAVIDSON motorcycle. Award of the prize is conditional upon the winner signing this deed. The winner will be given a reasonable opportunity to review and consider the deed before s/he is required to sign it. The motorcycle user indemnity deed sets out certain rules and responsibilities for users of motorcycles owned by the Promoter. To the extent that the terms of the deed are inconsistent with these Terms and Conditions, the terms of the deed will prevail. A copy of the deed will be provided to entrants on request.
20. The prize winner accepts all risks associated with accepting and participating in the prize and will be responsible for complying with all laws relating to use of the prize, including local USA motorcycle licence requirements.

21. 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.
22. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash.
23. 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.
24. The prize winner has rights under the Australian Consumer Law/New Zealand Consumer Guarantees Act 1993 (as applicable) 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/New Zealand Consumer Guarantees Act 1993 (as applicable) 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.
25. 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 24 above.
26. 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 or by contacting the Promoter via the postal address provided in clause 2 above. All entries become the property of the Promoter.

27. 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 agrees to sign any further documentation required by the Promoter to give effect to this arrangement, as a precondition to being awarded the prize.
28. Any cancellation or modification to the Promotion will be notified on the Promoter's website – 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.
29. 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.
30. For Australian entrants, these Terms and Conditions are governed by the laws of Australia and each entrant agrees to submit to the non-exclusive jurisdiction of the Australian courts.
31. For New Zealand entrants, these Terms and Conditions are governed by the laws of New Zealand and each entrant agrees to submit to the non-exclusive jurisdiction of the New Zealand courts.
32. 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/17/16083, ACT Permit No TP 17/01418,
SA T17/1341