

## **DESTINATION CHALLENGE – H.O.G RIDE365**

### **TERMS AND CONDITIONS**

1. Information regarding how to enter the Promotion and the Rewards forms part of these Terms and Conditions and is set out in Exhibit A. Participation in this Promotion shall be deemed to constitute acceptance of these Terms and Conditions.
2. Promotion 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, participating dealers and agencies associated with this Promotion are ineligible to enter.
3. 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. Each Participant can only enter the Promotion once for each route. Only the first entry by each Participant and route will be accepted and constitute a valid Entry.
5. By entering the Promotion you hereby warrant that all information submitted by you is true, current and complete. The Promoter reserves the right to verify the eligibility of all Participants and disqualify a Participant for submitting false information.
6. 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, license status and riding experience) 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.
7. All Entries must be received by the Promoter during the Promotion Period, or they will be void. The Promoter will not accept responsibility for (i) Promotion entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or (ii) any change in dates, times or cancellations or other arrangements that may prevent a participant from accepting, taking or using a Reward.
8. The Rewards are non-transferable, non-exchangeable. The Rewards are for personal use only and are not for resale. The Rewards may be forfeited in the event that the Promoter determines that the Rewards are being misused. The Promoter reserves the right to substitute a reward of an equal or greater value in its absolute discretion.
9. Promoter reserves the right to amend the terms of the Promotion or to withdraw the Promotion at any time if circumstances beyond its control make this unavoidable, or to refuse redemption of the Promotion in the event of non-compliance with these terms and conditions.

10. The Promoter reserves the right to modify the Routes that form part of this Promotion, by removing, adding or adjusting any routes. Any such adjustments shall be published, updated and made available at: <https://hogstories.harley-davidson.com/>
11. With the exception of liability which cannot be excluded by law, Promoter and any other companies in its corporate group is not liable for, and customer releases Promoter and any other companies in its corporate group from, liabilities relating to any direct or indirect loss or damage which is suffered as a result of the Promotion.
12. 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.
13. 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 Reward suppliers, for the purpose of conducting the Promotion.
14. 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 the Exhibit A . All entries become the property of the Promoter. The Promoter shall comply with all applicable laws and regulations relating to data protection
15. If you have elected to be added to the Promoter's email database, you will also receive promotional emails with offers, news, products and information. You can unsubscribe at any time.
16. Participation in the Promotion constitutes an entrant's consent to the Promoter's use of the entrants' name, likeness and opinions (including without limitation footage of the Participant's receipt and use of the Reward) on the Promoter's website or otherwise for promotional, marketing and publicity purposes without any fee being paid by the Promoter. The entrant agrees to sign any further documentation required by the Promoter to give effect to this arrangement.
17. Any cancellation or modification to the Promotion will be notified on the Promoter's website.
18. 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.

19. By entering the Promotion, Participant agrees to accept and abide by these Terms and agrees that any dispute with regard to the conduct of this promotion, rule interpretation or award of Reward shall be submitted to the Promoter, whose decision shall be binding and final.
20. To the extent required by any mandatory local consumer protection laws and regulations, such protections shall prevail. Subject thereto: the Promotion and the terms and conditions applicable thereto shall be governed by and construed in accordance with the laws of England and Wales.
21. Except where prohibited, each Participant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this promotion or any Reward awarded shall be resolved individually, without resort to any form of class action, and exclusively by the courts of England and Wales, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; (3) no punitive, incidental, special, consequential or other damages, including without limitation, lost profits, may be awarded (collectively, "**Special Damages**"), and (4) Participant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. English law governs the promotion and all aspects related thereto.
22. 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.

## EXHIBIT A

**Promoter:** Harley-Davidson Europe Limited, 192B Park Drive, Milton Park, Oxfordshire OX14 4SD

**Promotion:** Destination riding challenge where the aim is to visit multiple destinations and receive Rewards for every destination visited.

**To enter:**

- The routes at which the Challenge shall take place, and which shall be deemed valid for the purposes of taking a photograph and receiving the Reward, are as follows:
  - STAGE 1: Route from Porto, Portugal to Perpignan, France
  - STAGE 2: Route from Perpignan, France to Bolzano, Italy
  - STAGE 3: Route from Bolzano, Italy to Zagreb, Croatia
  - STAGE 4: Route from Zagreb, Croatia to Bucharest, Romania
  - STAGE 5: Route from Bucharest, Romania to Athens, Greece
- The Promoter reserves the right to add new routes to the Challenge. Any such routes shall be published and made available at: <https://hogstories.harley-davidson.com/>
- To enter the photos into the promotion, they must take pictures at the starting and ending dealerships of each route then upload it via hogstories.com

**Eligibility Requirements:**

- Entrants must be aged 18 or over.
- have a valid HOG number (Full or Associate, annual or Life);

**Reward:** One exclusive Coin per route and an extra one for completing all the routes available in the Promotion.

- The Reward will be posted to the participants up to 3 months after the submission and evaluation of the photographs

**Promotion Period:** From January 1<sup>st</sup>, 2027 to December 31<sup>st</sup>, 2027. Photos submitted after 11:59 p.m. UK Standard Time ("GMT") on December 31, 2027 are not eligible

**Requirements for the Reward:** For each route duly completed in accordance with these Terms and Conditions, the eligible Participant shall receive one Coin. Participants who complete all the routes available under the Promotion shall be entitled to receive one additional Coin.

- The names of the individuals who receive a Reward may be published in magazines and newsletters and may also be announced at events.