



Video Submission Disclaimer and Terms of Use

By submitting a video or related materials (collectively, “Submission”) to Harley-Davidson Motor Company (“Harley-Davidson,” “H-D,” “we,” or “us”) for review, consideration, or potential use, you acknowledge and agree to the following terms and conditions. If you do not agree, do not submit your video or materials.

Eligibility and Ownership

By submitting a Submission, you represent and warrant that:

- You are at least 18 years of age (or the age of majority in your state of residence).
- The Submission is original and was created solely by you, or you have obtained all necessary rights, permissions, and releases to submit it.
- You are the sole owner of the intellectual property rights in the Submission, or you have full authority to grant the rights described in these terms.
- The Submission does not infringe or violate any copyright, trademark, patent, trade secret, right of publicity, right of privacy, or other proprietary or legal rights of any third party.
- The Submission is truthful, accurate, and does not contain false, misleading, defamatory, obscene, or unlawful content.

Use of Likeness and Third Parties

If the Submission includes any identifiable individuals (including minors), you represent and warrant that you have obtained all necessary written consents, releases, and permissions from those individuals (or their parent or legal guardian, if applicable) allowing Harley-Davidson to use their name, image, likeness, and voice as contemplated by these terms.

Review and Selection

All Submissions are provided on a non-confidential basis. Submission does not guarantee selection, use, publication, or compensation. Harley-Davidson retains sole discretion to review, accept, reject, edit, modify, or decline to use any Submission for any reason.

License Grant

By submitting a Submission, you grant Harley-Davidson and its affiliates, licensees, successors, and assigns a **perpetual, irrevocable, worldwide, royalty-free, fully paid-up, transferable, and sublicensable license** to:

- Use, reproduce, edit, modify, adapt, create derivative works from, publish, translate, distribute, display, perform, and otherwise exploit the Submission, in whole or in part,
- In any format, medium, or technology now known or later developed,
- For any lawful purpose, including but not limited to internal use, marketing, advertising, promotional, educational, or archival purposes,
- Without additional approval, inspection, or compensation to you.

Harley-Davidson will own all derivative works it creates from the Submission, subject to your ownership of the original underlying content.

Editing and Technical Modifications

Harley-Davidson may edit or modify the Submission as needed, including but not limited to trimming, formatting, overlaying graphics, or replacing or removing audio or music tracks to align with brand, legal, or technical requirements.

No Compensation

You acknowledge that you will not receive any compensation, royalties, or fees for submitting the Submission or for any use of the Submission by Harley-Davidson, unless expressly agreed to in writing.

Indemnification

You agree to indemnify, defend, and hold harmless Harley-Davidson and its officers, directors, employees, agents, affiliates, and partners from and against any claims, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- Your Submission,
- Any breach of your representations or warranties, or
- Any violation of law or third-party rights.
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Limitation of Liability

To the fullest extent permitted by law, Harley-Davidson shall not be liable for any direct, indirect, incidental, consequential, special, or punitive damages arising out of or related to the Submission or its use, even if advised of the possibility of such damages.

All Submissions are provided "as is," and Harley-Davidson makes no warranties, express or implied, regarding their review, selection, or use.

Retention and Disposal

Harley-Davidson has no obligation to retain Submissions and may delete or destroy any Submission at any time without notice.