

# Terms & Conditions for the Harley-Davidson 120th Anniversary Prize Draw (“the Prize Draw”)

## 1. Introduction

- a) The promoter of this Prize Draw is Harley-Davidson Europe Ltd (“H-D”), who can be contacted at Oxford Business Park, 6000 Garsington Road, Oxford, United Kingdom, email: customerservices@hog-europe.com.
- b) By entering this Prize Draw and ticking the appropriate box on the entry form you agree to these terms and conditions. Any personal data will be treated in accordance with the applicable provisions on data protection.
- c) The Prize Draw will run from 22 June 2023 at 09:00 CEST until 24 June 2023 at 19:00 CEST (the “Prize Draw Period”). Any entries received after the closing date will not be considered.

## 2. Who can enter this Prize Draw?

- a) Entrants must be natural persons aged 18 or over, legally competent and own a ticket (in their name) to the Harley-Davidson 120<sup>th</sup> Anniversary Celebration event in Puskás Aréna Park, Budapest, Dózsa György út 5, 1146 Hungary, taking place from 22-25 June 2023.
- b) The Prize Draw is not open to directors, members, partners, employees, agents or consultants of H-D, and any person who directly or indirectly controls or is controlled by H-D in line with Section 8:2.§ of the Act V of 2013 on the Civil Code, or any supplier of goods or services in connection with the Prize Draw, or their spouses, life partners, business partners or immediate family members upon Section 8:1. § (1) 1. of the Act V of 2013 on the Civil Code.
- c) By entering the Prize Draw, you hereby warrant that all information submitted by you is true, current and complete. H-D reserves the right to verify the eligibility of all participants and disqualify a participant for submitting false or insufficient information. H-D will not be liable if participant provides false or incorrect information.

## 3. How does the Prize Draw work?

- a) There is no fee charged to enter the Prize Draw and besides the ticket no further purchase is necessary.
- b) In order to enter the Prize Draw, entrants must attend one of the Prize Draw touchpoints at the Harley-Davidson 120<sup>th</sup> Anniversary Celebration Event (which can be found at: H.O.G. Zone; Demo; Expo; and Official Merchandise) during the Prize Draw Period and complete the entry form via the iPads as instructed by a Harley-Davidson staff member (an “Entry”, or “Entries”). Upon entry each participant will receive a wristband with a unique number on it.
- c) Each person can only enter the Prize Draw once.
- d) On 24 June 2023 between 8pm and 9pm, immediately before the final act on the main stage, one (1) winner will be chosen at random from all valid Entries and announced to the audience. The process of choosing the winner will be conducted in public by using a tombola machine spinning pieces of papers with the numbers of the wristbands on it. Records shall be kept upon the draw. The winner who owns the wristband with the corresponding number on it, will then have one (1) minute to make their way onto the main stage to claim the Prize. If the winner does not make their way onto the main stage within one (1) minute of being announced, the winner will forfeit the Prize and an alternative winner will be selected, following the same process as above. This process will be repeated until a winner successfully claims the Prize.
- e) Please note that the Prize Draw will be recorded and audio-visual records will be published as part of events recap, but also potentially on a dedicated video. By entering the Prize Draw you explicitly consent to the recording being made of you and to the use of these recordings made of you if you are announced as a winner. Recordings will be used for marketing purposes and can be published on any media both printed and online, in particular on H-D website, newsletters, social media. H-D will be entitled to use these recordings free of charge, unlimited in space and time and covering any ways of usage. The participant may withdraw the consent on the use of the video recordings any time.
- f) The Prize will be shipped to the winner’s closest authorised dealer in Europe, Middle East or Africa (EMEA) within thirty (30) days following the Prize Draw Period, where pre-delivery inspection will take place. H-D excludes all liability of the delayed shipment of the Prize. Please note, that there is not a dealer in every country in EMEA, which means that there may not be a dealer in your country of residence. H-D will notify the winner when the Prize is ready to be collected from the dealer. The Prize must be claimed in accordance with any instructions given by H-D, including the provision of any further information which may be requested (e.g. proof of

identification, location of closest dealer etc.). Failure to claim the Prize in accordance with H-D's instructions within 30 days following email notification of the handover from the dealer, will result in the forfeiture of the Prize and an alternative winner will be chosen by using similar method as set out in 3 d) above – albeit the draw will take place at the seat of H-D, the names of the participants will be drawn and the event will not be open to the public.

- g) If a winner is found to be ineligible or fails to comply with these terms and conditions in good faith, then the winner may, in H-D's sole discretion, be disqualified and an alternative winner will be chosen by using the same method as set out in 3 f) above.
- h) The selection and announcement of the winner cannot be disputed. Alternative winners will be notified via email and they need to claim the Prize within 30 days following the email notification from H-D. Failure to do so will result in forfeiture of the Prize and an alternative winner may be chosen by the same method but H-D may also decide to withdraw the Prize Draw. H-D will not be responsible if the winner does not receive or does not recognise the email on any reason and therefore Prize will forfeit.

#### **4. What is the prize?**

- a) There will be one (1) prize.
- b) The prize is a Harley-Davidson 2023 SOFTAIL Heritage motorcycle (FLHCSANV), including delivery of the motorcycle to the winner's closest authorised dealer in EMEA (please note the restrictions in clause 3(e)), applicable taxes (excluding income or related taxes, duties which by law must be paid by the winner), registration and pre-delivery inspection. Please note that applicable taxes and duties may be different considering your country of residence. All costs related to insuring the prize shall be borne by the winner. Cost related to takeover of the prize shall be borne by the winner (e.g. costs of travelling to the given dealer). Our standard motorcycle warranty (applicable in the country where the Prize will be collected from) is included in the prize, but please note that warranty claims can only be made via our authorised dealer network. Please note that there is not an authorised dealer in every country, which may mean that you won't be able to make a warranty claim in your country of residence. The list of authorized dealers is available via the 'Dealer Locator' function on the Harley-Davidson website. The above being the "Prize".
- c) The Prize is non-refundable and cannot be exchanged for cash. The Prize may be forfeited in the event that H-D determines that the present terms and conditions are not considered by the winner. H-D will not be responsible if the winner is not entitled to obtain title of the Prize on any reason (e.g. restrictions valid in the country of residence etc.) or if winner is unable to claim and/or take over Prize as indicated above on any reason. In this case the winner will not be entitled to the Prize.
- d) H-D reserves the right to substitute the Prize of an equal or greater value in its absolute discretion.

#### **5. General**

- a) H-D reserves the right to amend the current terms and conditions of the Prize Draw, to withdraw the Prize Draw at any time on any reason, or to cancel the Prize without your consent in the event of non-compliance with these terms and conditions of entry. If these terms and conditions are amended, withdrawn or cancelled, notification thereupon shall be made available online at h-d.com and at Prize Draw touchpoints as set out above. H-D's decision in respect of all matters relating to the Prize Draw will be final and no correspondence will be entered into. Possible legal remedies will remain available.
- b) Key terms of these terms and conditions will be available alongside any marketing of the Prize Draw (e.g. on banners/artwork at the event, in social media posts, newsletters etc). If you require any help or have any enquiries relating to these terms and conditions, please contact H-D at the address above. H-D shall not be liable for mistakes, typos or errors with regard to the marketing materials of the Prize Draw.
- c) Should any individual provision of these terms and conditions be found to be invalid or unenforceable, the validity of the remaining provisions shall not be affected.
- d) H-D may use your personal details to contact you for administrative purposes relating to the Prize Draw. Please note, that except for the withdrawal regarding the right of use set out in 3.e) above, if you withdraw your consent with regard to the processing of your personal data for the purposes of this Prize Draw you will not be able to participate therein, and, if you are the winner, the Prize will be forfeited if you withdraw consent before the handing over of the Prize. If you have elected to be added to H-D's marketing database, you will receive promotional content with offers, news, products and information. You can unsubscribe at any time.
- e) H-D will keep your personal information safe and will use your personal information in accordance with the privacy policy available on its website <https://www.harley-davidson.com/gb/en/footer/utility/privacy-policy.html>.

- i) The winner's name and geographic location (only by the name of the given location) may be made available by H-D in its newsletter following the date of the Prize Draw.
- f) As far as the law allows, neither H-D, its respective associated companies, nor the directors, officers, employees or agents of the aforementioned shall be liable for any restitution, loss or damage, whether direct, indirect, consequential or otherwise, arising from any cause whatsoever which may be suffered as a result of organising the Prize Draw, entering the Prize Draw, the provision of the Prize, or any act or omission of any other person. Except for the standard motorcycle warranty referred to above, H-D will exclude all liabilities with regard to the Prize so, in particular upon warranty, commercial guarantee and product guarantee etc. This clause does not limit or exclude liability of H-D for intentional tort or for causing damages resulting in loss of life, or harm to physical integrity or health.
- g) These terms and conditions shall be governed by Hungarian law. Any disputes shall be subject to the exclusive jurisdiction of the courts of Hungary.

20, March 2023