

## HARLEY-DAVIDSON TOURING/SOFTAIL DEMO CAMPAIGN 2018

### HOW TO ENTER

#### Eligibility Requirements – please read carefully

To be eligible to enter, individuals must:

- be an Indian resident except for the resident of state of Tamil Nadu or any other state where it is prohibited or stated to be illegal. Any entry or participation to the promotion shall be void and without any recognition or effect in all such places in India where such promotion or anything related to it is restricted, barred or prohibited in any manner.
- be over 18 years of age.
- hold valid Indian driving licence covering motorcycles with gears.

#### AND

- visit [https://freedom.harley-davidson.com/en\\_IN-Ride-Free](https://freedom.harley-davidson.com/en_IN-Ride-Free) or The Harley-Davidson Facebook lead form and complete the online form to book a test ride of any Harley-Davidson Touring/Softail motorcycle at a participating Harley-Davidson dealership in India between 3 Dec 2018 and 28 Feb 2019; and
- complete an Eligible Test Ride between 3 Dec 2018 and 28 Feb 2019; and
- submit a photo of yourself and the 2019 Touring/Softail motorcycle purchased, as well as a photo caption that captures the experience of the test ride to the Promoter for judging after completion of test ride but not later than 28 Feb 2019; and
- purchase a new Harley-Davidson Touring/Softail motorcycle from a participating Harley-Davidson dealership in India no later than 1 Mar 2019. In order to avoid any doubt, If the purchase process is not completed within the Promotional Period even after satisfactory financial commitment acceptable to the Promoter from the Entrant(s) and due to the reasons solely attributable to the Promoter, then Entrants will be eligible for the promotion.

#### To enter:

Entrants must, during the Promotional Period:

- visit [https://freedom.harley-davidson.com/en\\_IN-Ride-Free](https://freedom.harley-davidson.com/en_IN-Ride-Free) or The Harley-Davidson Facebook lead form and complete the online form to book a test ride of any Harley-Davidson Touring/Softail motorcycle at a participating Harley-Davidson dealership in India between 3 Dec 2018 and 28 Feb 2019; and
- complete an Eligible Test Ride between 3 Dec 2018 and 28 Feb 2019; and
- submit a photo of yourself and the 2019 Softail/Touring motorcycle purchased, as well as a photo caption that captures the experience of the test ride to the Promoter for judging after completion of test ride but not later than 28 Feb 2019; and
- purchase a new Harley-Davidson Touring/Softail motorcycle from a participating Harley-Davidson dealership in India no later than 1 Mar 2019. In order to avoid any doubt, If the

purchase process is not completed within the Promotional Period even after satisfactory financial commitment acceptable to the Promoter from the Entrant(s) and due to the reasons solely attributable to the Promoter, then Entrants will be eligible for the promotion.

Following an Eligible Test Ride, entrants will receive an email from the Promoter with an invitation to enter the Promotion via an online entry form. Entrants must click the link in the email provided and complete and submit the online entry form, including the photo and photo caption submission, during the Promotional Period.

All entries submitted via the online entry form must include the entrant's name, address, daytime contact number, date of birth, email address and photo taken along with photo caption by the entrant taken during their Eligible Test Ride.

Entries submitted after 28 Feb 2019 will not be accepted.

### **TERMS AND CONDITIONS**

1. Information on 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 **H-D MOTOR COMPANY INDIA PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 1105 Ashoka Estate, 24 Barakhamba Road, New Delhi – 110001.
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, participating 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. Persons reporting regularly to the Promoter, sponsors or advertisers under a contract of service and who, by the nature of the service they render may have a direct and personal knowledge of the Promotion are likewise disqualified.
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 licence 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.
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 and email address will not be accepted.
6. Only one (1) entry is permitted per person. Entrants cannot enter via more than one Harley-Davidson competition website.

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. All disputes are subject to exclusive jurisdiction of courts at New Delhi, India.
8. Promotion starts at 0.01 (IST) on 3 Dec 2018 and ends at 11.59pm (IST) on 28 Feb 2019 ("Promotional Period").
9. This is a game of skill and chance plays no part in determining the winner. Each entry will be individually judged based on the creative merit and originality of the photo and relationship between the photo and the entrant's chosen photo caption Eligible Test Ride experience ("Judging Criteria"). The judges' decision is final and no correspondence will be entered into.
10. There is one prize available in this competition. The best valid entry, as determined by the judges, will win the prize.
11. Judging will take place at Vatika Tower, Tower B, Level 01, Golf Course Road, Sector 54, Gurgaon, Haryana, India 122003, at IST 10.00 on 7 Mar 2019 by a panel of judges according to the Judging Criteria in clause 9.
12. The winner will be notified by telephone and/or email within 24 hours of the judging. The winner's name will be published on [www.harley-davidson.com](http://www.harley-davidson.com).
13. The prize is the use of a Harley-Davidson Touring Motorcycle for 3 days (estimated value of EUR 500) in Thailand and spending money to use on travel costs, hotels and food (EUR 1,000) respectively. The prize must be claimed and utilised before Aug 31, 2019. Participant may rent another motorcycle at their own cost subject to availability at the dealership. Total value of the two prizes is estimated to be a maximum of EUR 3,000. No cash substitution of the Prize shall be permitted. Winner of the Prize shall be solely responsible for any income or other benefit in kind taxes related to the Prize and insurance costs.
14. Total value of the Prize is estimated to be a maximum of EUR 3,000 (three thousand euros) (approximately INR ₹ 250,000 as on 31/10/2018).
15. All taxes which may be payable as a consequence of receiving the prize are the sole responsibility of the prize winner. In case of failure of prize winner to pay the applicable taxes as may be levied on prize, then the right of winner will be forfeited.
16. The Promoter will make all reasonable efforts to contact the winner (including written notice by mail). However, if the Promoter is unable to contact the winner or the winner is unable to travel on the allocated dates specified in clause 13, the prize will be forfeited by that person. If the prize is forfeited, it will be offered to the next best valid entry judged in accordance with clause 9 and, if necessary, the process in this clause 16 will be repeated until a winner is located.
17. 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, meals, visas, passports, insurance, merchandise, gas, optional activities, incidentals and any and all other expenses are the responsibility of the winner.
18. 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 Thailand. The prize is a single event trip for the winner and their guest and cannot be separated into separate trips or components.

19. Accommodation, activities, ride routes and flight arrangements, including suppliers, will be determined by the Promoter in its sole discretion.
20. 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 alcohol or drugs.
21. The prize is subject to the terms and conditions of third party prize suppliers. The Promoter is not responsible or liable for any loss, damage or injury suffered by any winner as a result of the conduct of third party prize suppliers or otherwise 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.
22. Before the prize is awarded, the winner and their guest will be required to:
  - (a) sign an agreement to release the Promoter from, and indemnify the Promoter against, any loss, damage or injury arising from participation in the prize, except to the extent any loss, damage or injury is due to the negligence or willful misconduct of the Promoter;
  - (b) provide evidence of valid travel insurance with the highest available coverage for their period of travel; and
  - (c) provide evidence of relevant visa documentation required for entry into Thailand.The prize winner and their guest agree to sign any additional agreements to release third party prize suppliers from, and indemnify third party prize suppliers against, any loss, damage or injury arising from participation in the prize, as a precondition to using the prize.
23. 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 motorcycle licence requirements. The Promoter accepts no responsibility if the winner and their guest are unable to participate in any part of the prize due to local motorcycle licence requirements or any other local laws.
24. 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.
25. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash.
26. 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.
27. 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 27 above.

28. 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;
- 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; and
- c. process and use the entrant's personal information for any of the foregoing purposes, during the Promotional Period until the latest of: (i) all the purposes set out above cease to exist, or (ii) the expiration of any mandatory data retention periods where applicable.

Entrants may access the personal information the Promoter holds about them, and should direct any request to enquire about, access, review, obtain a copy of, update, supplement or correct information, stop further collection, processing, or use of, delete the entrant's personal 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 clause 2 above. All entries become the property of the Promoter. If the Promoter is unable to do the aforesaid collection, processing or use of the entrant's personal information, it may not be able to proceed with the entrant's participation in this Promotion.

29. Participation in the Promotion constitutes a prize-winner's consent to the Promoter's and third party prize suppliers' 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 and third party prize suppliers' website or otherwise for promotional, marketing and publicity purposes without any fee being paid by the Promoter or third party prize suppliers. The prize winner agrees to sign any further documentation required by the Promoter or third party prize suppliers to give effect to this arrangement, as a precondition to being awarded the prize.

30. Any cancellation or modification to the Promotion will be notified on the Promoter's website – [www.harley-davidson.com](http://www.harley-davidson.com) 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.

31. 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.
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.
33. In the event of a conflict between the English Terms and Conditions and any translated version of the Terms and Conditions, the English version will prevail.