Harley-Davidson Let's Ride Challenge Summer 2021 Instant Win and Sweepstakes Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: Harley-Davidson Let's Ride Challenge Summer 2021 (the "Promotion") is open only to legal residents of the fifty (50) United States (including District of Columbia) and Canada* who are at least eighteen (18) years old at the time of entry. Employees of Harley-Davidson, Inc., and its participating dealers and retailers, affiliates, sales representatives, distributors, and promotional and other vendor agencies, Merkle Inc., their respective parent companies, affiliates, subsidiaries, service agencies, independent contractors involved in the promotion, and the immediate family (parent, spouse, including common law spouse, sibling, child, grandparent, grandchild, regardless of where they reside) and household members of all such employees, are not eligible. The Promotion is subject to all applicable federal, state, provincial, municipal, territorial, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules. Sponsor's and Administrator's decisions are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Promotion consists of a sweepstakes (the "Sweepstakes") and an instant win game (the "Instant Win Game").

*The Promotion is open to legal residents of Canada subject to the following. Residents of Canada are eligible to participate in the Sweepstakes. While residents of Canada are not able participate in Tell A Friend Program or JUMPSTART at Dealership, they can earn the associated Sweepstakes entries by sending in a mail-in entry, as outlined below in Section 4. Residents of Canada are eligible to play the Instant Win Game, but only certain Instant Win Game prizes are available to residents of the U.S. and Canada to win and certain Instant Win Game prizes are only available to residents of the U.S. to win, as outlined in Section 8.

- 2. Sponsor: Harley-Davidson Motor Company, Inc., 3700 W. Juneau Ave, Milwaukee, WI 53208, U.S.A. Administrator: Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075, U.S.A.
- **3. Timing:** The Promotion begins on July 23, 2021 at 12:00 a.m. Eastern Time ("ET") and ends on September 30, 2021 at 11:59 p.m. ET (the "Promotion Period"). Administrator's computer is the official time-keeping device for this Promotion.
- **4. How to Enter:** During the Promotion Period, visit http://h-d.com/ride ("Website") and complete and submit the registration form including a valid email address. You automatically will receive one (1) entry into the Sweepstakes and advance to the Instant Win Game page and receive one (1) Instant Win Game play for that day. Once on the Instant Win Game page, follow the links and instructions to play the Instant Win Game. The Instant Win Game results will be instantly displayed. Potential winners of the Instant Win Game will be provided directions for validation. All potential winners are subject to verification before any prize will be awarded. Administrator is responsible for the functionality of the Instant Win Game.

<u>Limit</u>: Each entrant may enter/play one (1) time per day during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of plays/entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays/entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or play, the authorized account holder of the email address used to register will be deemed to be the entrant or player. The "authorized account holder" is the natural person assigned an email

address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder.

Additional Sweepstakes Entries: There are eleven (11) ways to earn additional Sweepstakes entries, as outlined below:

a) Watch a Video: During the Promotion Period, after registering or logging into the Website, follow the links and instructions to watch the provided video. You will receive one (1) entry into the Sweepstakes. There will be three (3) videos available.

<u>Limit</u>: Each entrant may receive up to three (3) additional entries into the Sweepstakes via this method.

b) Make a Purchase: During the Promotion Period, visit a H-D dealership and make a purchase of general merchandise (no minimum purchase required) to receive five (5) additional entries into the Sweepstakes.

To earn additional Sweepstakes entries without making a purchase, print your name, address, day and evening phone numbers, email address, and date of birth on a piece of paper and mail it in an envelope with proper postage to "Harley-Davidson Let's Ride Challenge Summer 2021 – Make a Purchase," c/o Merkle Inc., P.O. Box 5010, Department 848861, Kalamazoo, MI 49003-5010. You will receive five (5) additional Sweepstakes entries. Limit: One (1) request for additional entries per envelope. All mail-in entries must be handwritten and must be postmarked by September 30, 2021 and received by October 7, 2021. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

<u>Limit</u>: Each entrant may receive five (5) total additional entries into the Sweepstakes during the Promotion Period for either making a purchase **or** sending in a mail-in, as outlined above.

c) <u>Check-In at Dealer</u>: During the Promotion Period, open the Harley-Davidson app and follow the links and instructions to "check in" at your Harley-Davidson dealer to receive five (5) additional entries into the Sweepstakes.

To earn additional Sweepstakes entries without checking in, print your name, address, day and evening phone numbers, email address, and date of birth on a piece of paper and mail it in an envelope with proper postage to "Harley-Davidson Let's Ride Challenge Summer 2021 – Check-In," c/o Merkle Inc., P.O. Box 5010, Department 848861, Kalamazoo, MI 49003-5010. You will receive five (5) additional Sweepstakes entries. Limit: One (1) request for additional entries per envelope. All mail-in entries must be handwritten and must be postmarked by September 30, 2021 and received by October 7, 2021. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

<u>Limit</u>: Each entrant may receive five (5) total additional entries into the Sweepstakes during the Promotion Period for either checking-in **or** sending in a mail-in, as outlined above.

d) <u>JUMPSTART at Dealership</u>: During the Promotion Period, schedule a JUMPSTART Rider Experience with a H-D dealership offering a JUMPSTART and complete the JUMPSTART experience at the H-D dealership to receive ten (10) additional entries into the

Sweepstakes. The JUMPSTART experience is available in limited locations in the U.S.; Canadian and U.S. residents may use the alternative method of entry to receive additional entries as described below.

To earn additional Sweepstakes entries without jumpstart at dealership, print your name, address, day and evening phone numbers, email address, and date of birth on a piece of paper and mail it in an envelope with proper postage to "Harley-Davidson Let's Ride Challenge Summer 2021 – JUMPSTART at Dealership," c/o Merkle Inc., P.O. Box 5010, Department 848861, Kalamazoo, MI 49003-5010. You will receive ten (10) additional Sweepstakes entries. Limit: One (1) request for additional entries per envelope. All mailin entries must be handwritten and must be postmarked by September 30, 2021 and received by October 7, 2021. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

<u>Limit</u>: Each entrant may receive ten (10) total additional entries into the Sweepstakes during the Promotion Period for either JUMPSTART at a dealership **or** sending in a mailin, as outlined above.

e) <u>Schedule a Service Appointment</u>: During the Promotion Period, after registering or logging into the Website, follow the links and instructions to find a dealer and schedule a service appointment with the dealership to receive five (5) additional entries into the Sweepstakes.

To earn additional Sweepstakes entries without scheduling an appointment, print your name, address, day and evening phone numbers, email address, and date of birth on a piece of paper and mail it in an envelope with proper postage to "Harley-Davidson Let's Ride Challenge Summer 2021 – Service Appointment," c/o Merkle Inc., P.O. Box 5010, Department 848861, Kalamazoo, MI 49003-5010. You will receive five (5) additional Sweepstakes entries. Limit: One (1) request for additional entries per envelope. All mailin entries must be handwritten and must be postmarked by September 30, 2021 and received by October 7, 2021. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

<u>Limit</u>: Each entrant may receive five (5) total additional entries into the Sweepstakes during the Promotion Period for either scheduling a service appointment **or** sending in a mail-in, as outlined above.

f) Track miles on the H-D app: During the Promotion Period, current owners can ride their Harley-Davidson motorcycle and track their miles in the H-D app. You will receive one (1) additional entry into the Sweepstakes per one hundred (100) miles tracked and may track up to two thousand (2,000) miles to earn up to twenty (20) entries during the Promotion Period.

To earn additional Sweepstakes entries without owning a motorcycle or tracking miles, print your name, address, day and evening phone numbers, email address, and date of birth on a piece of paper and mail it in an envelope with proper postage to "Harley-Davidson Let's Ride Challenge Summer 2021 — Track Miles," c/o Merkle Inc., P.O. Box 5010, Department 848861, Kalamazoo, MI 49003-5010. You will receive twenty (20) additional Sweepstakes entries. Limit: One (1) request for additional entries per envelope. All mailin entries must be handwritten and must be postmarked by September 30, 2021 and received by October 7, 2021. All entries become the exclusive property of Sponsor and

none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

<u>Limit</u>: Each entrant may receive up to twenty (20) total additional entries into the Sweepstakes during the Promotion Period for either tracking miles in **or** sending in a mailin, as outlined above.

g) <u>Take a Test Ride</u>: During the Promotion Period, visit your local Harley-Davidson dealer and take a test ride. You will receive ten (10) additional entries into the Sweepstakes.

To earn additional Sweepstakes entries without taking a test ride, print your name, address, day and evening phone numbers, email address, and date of birth on a piece of paper and mail it in an envelope with proper postage to "Harley-Davidson " Harley-Davidson Let's Ride Challenge Summer 2021 – Test Ride," c/o Merkle Inc., P.O. Box 5010, Department 848861, Kalamazoo, MI 49003-5010. You will receive ten (10) additional Sweepstakes entries. Limit: One (1) request for additional entries per envelope. All mail-in entries must be handwritten and must be postmarked by September 30, 2021 and received by October 7, 2021. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

<u>Limit</u>: Each entrant may receive ten (10) total additional entries into the Sweepstakes during the Promotion Period for either taking a test ride **or** sending in a mail-in, as outlined above.

h) <u>Facebook</u>: After you register for the Promotion or log in via the Website, follow the links and instructions to share a message about the Promotion on your Facebook wall. The post will contain a unique link to the Promotion. If a friend subsequently enters the Promotion through the unique link, you will receive one (1) additional Sweepstakes entry.

<u>Limit</u>: Each entrant may receive one (1) additional entry into the Sweepstakes per day during the Promotion Period via this method.

i) <u>Twitter</u>: After you register for the Promotion or log in via the Website, follow the links and instructions to share this Promotion on Twitter by clicking on the link to tweet the prepopulated message and you will earn one (1) additional Sweepstakes entry.

<u>Limit</u>: Each entrant may receive one (1) additional entry into the Sweepstakes per day during the Promotion Period via this method.

j) <u>Instagram</u>: After you register for the Promotion or log in via the Website, follow the links and instructions to click on the Instagram icon and you will earn one (1) additional Sweepstakes entry.

<u>Limit</u>: Each entrant may receive one (1) additional entry into the Sweepstakes per day during the Promotion Period via this method.

k) Tell A Friend Program (U.S. only): After you register for the Promotion or log in via the Website, you will be invited to submit the name and email address of one (1) friend who is a legal resident of the fifty (50) United States (including District of Columbia) and who is at least eighteen (18) years old. You may not send an email to any resident of Canada. Each person that you refer will receive an email notifying him or her about the Promotion. You may only refer persons with whom you have an existing relationship. For each referral

of a friend with valid email address, you will be given one (1) additional Sweepstakes entry. Limit: Each U.S. entrant may receive one (1) additional entry into the Sweepstakes per day during the Promotion Period via this method. The Tell A Friend Program entry option is available to legal residents in the U.S. only; Canadian and U.S. residents may use the alternative method of entry to receive additional entries as described below.

Mail-in (Canada and U.S.): To earn additional Sweepstakes entries, print your name, address, day and evening phone numbers, email address, and date of birth on a piece of paper and mail it in an envelope with proper postage to "Harley-Davidson " Harley-Davidson Let's Ride Challenge Summer 2021 — Email Share," c/o Merkle Inc., P.O. Box 5010, Department 848861, Kalamazoo, MI 49003-5010. You will receive seventy (70) additional Sweepstakes entries. Limit: One (1) request for additional entries per envelope. All mail-in entries must be handwritten and must be postmarked by September 30, 2021 and received by October 7, 2021. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

<u>Limit</u>: Each entrant may receive up to seventy (70) total additional entries into the Sweepstakes during the Promotion Period for either the Tell A Friend Program (U.S. residents only) **or** sending in a mail-in, as outlined above.

5. Sweepstakes/Instant Win Game: Administrator is an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion.

<u>Sweepstakes</u>: The applicable Sweepstakes Grand Prize will be awarded based on the total number of valid miles tracked via the H-D app during the Promotion Period by registered entrants of the Promotion, as outlined in the table below:

Threshold	Grand Prize	Miles
	Description	Threshold
1	\$2,500 H-D Gift Card	0 – 999,999
2	\$5,000 Cash + \$2,500 H-D Gift Card	1,000,000 - 2,999,999
3	Riding trip w/ three friends	3,000,000 - 4,999,999
4	Custom Motorcycle	5,000,000+

The drawing will be conducted on Sponsor's behalf by Administrator at approximately 12:00 p.m. ET on October 14, 2021 in Southfield, Ml. Instant Win Game: One thousand and four (1,004) random, computer-generated winning times, one for each prize listed below, will be generated during the Promotion Period for entrants that reside in the fifty (50) United States (including District of Columbia) only; One hundred and five (105) random, computer-generated winning times, one for each prize listed below, will be generated during the Promotion Period for entrants that reside in the fifty (50) United States (including District of Columbia) and Canada. If you are the first player to play the Instant Win Game at or after one of the randomly-generated times, you will be a potential instant winner of the prize indicated.

6. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME OR SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE POTENTIAL WINNER HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION

PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY. IS VOID AND WILL NOT BE HONORED.

7. Verification of Potential Winners: Receiving a prize is contingent upon compliance with these Official Rules. The potential Sweepstakes winners will be notified by email or phone. Potential winners may be required to provide their name, home mailing address (P.O. Boxes may not be permitted), and date of birth to confirm eligibility and for purposes of prize fulfillment within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. Each potential winner (parent/legal guardian if winner is a minor in their place of residence) of a prize valued at or greater than \$600.00 will be required to sign and return a Declaration of Compliance, Liability Waiver, and where not prohibited, a Publicity Release ("Declaration") which must be received by Administrator, within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. If a Canadian resident, the potential winner will be required to correctly answer a time-limited skill testing question without any assistance in order to be eligible to receive a prize. If the potential winner is a Canadian resident and the question is answered incorrectly, the prize will be forfeited. If a potential winner is a Canadian resident, they will be required to complete IRS Form W-8BEN. If a potential winner of any prize cannot be contacted or fails to sign and return the Declaration or provide any other requested information within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits the prize. In the event that a potential winner of a prize valued over \$25.00 forfeits the prize or is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. There will be three (3) alternate drawings after which the prize will remain unawarded. Unclaimed prizes valued at or less than \$25.00 will not be awarded. The Grand Prize winner will be contacted regarding the fulfillment of the prize within 8-10 weeks of the conclusion of the Sweepstakes and the prize will be fulfilled by the designated dealership as soon as it becomes available. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Promotion.

8. Prizes:

Sweepstakes Prizes: ONE (1) GRAND PRIZE: Depending on the number of valid miles tracked via the H-D app during the Promotion Period by registered entrants of the Promotion, the applicable Grand Prize will be awarded, as outlined below:

Threshold	Prize Description	Approximate Retail Value ("ARV")
1	\$2,500 USD H-D Gift Cards	\$2,500 USD
2	\$5,000 USD Cash + \$2,500 USD H-D Gift Cards	\$7,500 USD
3	Riding trip w/ three friends through Eagle Rider	\$15,000 USD
4	A custom Harley-Davidson motorcycle customized with Harley-Davidson Genuine Parts and Accessories.	\$47,588.20 USD

<u>If threshold 1 is reached</u>: Winner will receive \$2,500 in Harley-Davidson gift cards that can be used within a Harley-Davidson dealership or online at H-D.com.

<u>If threshold 2 is reached</u>: Winner will receive \$2,500 in Harley-Davidson gift cards that can be used within a Harley-Davidson dealership or online at H-D.com as well as \$5,000 USD.

<u>If threshold 3 is reached</u>: A riding trip for four (4) within continental United States. Trip package includes round trip, coach-class air transportation for winner and guests from a major airport near winner's home (determined by Sponsor in its sole discretion) to Eagle Rider designated location where Eagle Rider will provide a guided ride and trip itinerary options for the winner to choose from; two (2) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); motorcycle rental for up to four (4) where riders must be 21 years of age or

older per Eagle Rider rental policies or 18 years of age or older to be a passenger; a \$250 stipend for meals. Winner must complete the trip within one (1) year from the drawing date or prize will be forfeited. Trip must be booked at least twenty-one (21) days prior to departure. Travel and accommodations are subject to availability and blackout dates. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Unless child of winner, travel companion must be eighteen (18) years of age or older as of the date of departure or a sibling/friend of winner with the appropriate parental permissions and releases and must travel on same itinerary and at the same time as the winner. If winner is a minor in his/her state of residence, travel companion must be winner's parent/legal quardian. Travel companions must execute liability/publicity releases prior to issuance of travel documents. Winner and travel companions are solely responsible for obtaining valid passports and any other documents necessary for international travel. Travel restrictions, conditions and limitations may apply. If in the judgment of Sponsor air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor is not responsible if Eagle Rider trip is delayed, postponed or cancelled for any reason, in which event that portion of prize is forfeited in its entirety and no substitution will be provided except as in Sponsor's sole discretion. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value.

If threshold 4 is reached: The Grand Prize bike will be 2021 Custom Touring Motorcycle and any additional options desired by the threshold 4 Grand Prize Winner will be at the sole cost and expense of the Grand Prize Winner. The bike displayed and/or pictured on August 9, 2021 and related advertising materials may not be the actual motorcycle awarded; the Grand Prize motorcycle awarded may not be of the same color or have the same features or options as the displayed/pictured vehicle. Color of Grand Prize is subject to availability. Sponsor shall have up to ninety (90) days, excluding any delay for special order bike's customization or manufacturing production delays, to arrange delivery of the Grand Prize to the specified site following selection by Sponsor of the authorized Harley-Davidson dealer where the Grand Prize will be delivered. Sponsor shall not be responsible for delays in delivery beyond their control. Sponsor shall provide its standard new bike limited warranty to the Grand Prize Winner and disclaims, to the full extent of the law, any other warranties in the connection with the Grand Prize. In the event the particular model of bike for the Grand Prize becomes unavailable, or if circumstances are such that awarding such model would be damaging to Sponsor's reputation (due to recall or other similar circumstances), Harley-Davidson will supply an alternative bike of comparable or greater value. All travel and transportation costs associated with collecting the Grand Prize will be solely the responsibility of the Grand Prize Winner. The Grand Prize will only be delivered to the specified site determined by Sponsor. The Grand Prize Winner, or the Grand Prize winner's designee, shall be required to personally retrieve the Grand Prize and present acceptable personal identification. a valid driver's license and evidence of any legally required insurance. The Grand Prize Winner shall bear all risk of loss or damage to the Grand Prize after it has been delivered to the specified site. If the Grand Prize is not picked up within thirty (30) days of the potential Grand Prize Winner being notified that the Grand Prize has been delivered to such site, the Grand Prize will be automatically forfeited by the potential Grand Prize Winner. The Grand Prize is non-transferable and not redeemable for cash or credit. The Grand Prize Winner is fully and solely responsible for any and all income and local, state and federal taxes on the Grand Prize (including, but not limited to, sales, use and transfer taxes), and all costs, fees and expenses associated with acquiring ownership, registration and use of the Grand Prize (including, but not limited to, title, tags, license, inspection fees, emissions tests, insurance, etc.). All costs, fees and expenses incurred by the Grand Prize Winner in accepting and claiming the Grand Prize are the full and sole responsibility of the Grand Prize Winner. The Grand Prize Winner is advised to seek independent counsel regarding the tax implications of accepting the Grand Prize.

TWO (2) FIRST PRIZES: A \$1,000 USD H-D gift card that can be used for apparel and accessories. ARV: \$1,000 USD.

Odds of winning a Sweepstakes Prize depend on the number of eligible entries received during the Promotion Period.

Instant Win Game Prizes:

Available to entrants that reside in the fifty (50) United States (including District of Columbia) and Canada:

Prize Description	Quantity	ARV
Harley-Davidson Sunglasses with Cloth Bag	50	\$110.00 USD
Harley-Davidson Sunglasses in Case	25	\$110.00 USD
LEGO Fat Boy set	10	\$99.99 USD
1 year Harley Owners Group membership	10	\$49.00 USD
Oil Can Glass Set	10	\$29.95 USD

Available to entrants that reside in the fifty (50) United States (including District of Columbia) only:

Prize Description	Quantity	ARV
Riding Academy New Rider Course		
(up to \$595, varies by state)	50	Up to \$595.00 USD
\$200 H-D Gift Card with Card Sleeve	221	\$200.00 USD
\$100 H-D Gift Card with Card Sleeve	733	\$100.00 USD

Odds of winning an Instant Win Game prize depend on the number of Instant Win prizes available divided by the number of eligible Instant Win Game plays.

<u>U.S. Taxation</u>: If a winner of a prize valued at or over \$600.00 is a resident of the United States, they will receive an IRS form 1099 and will be responsible for all taxes associated with acceptance of the prize. If a winner is a resident of the Canada, Sponsor will gross up the prize value in an amount to satisfy the 30% withholding requirement. The withholding amount will be submitted to the US taxing authority IRS (the United States tax agency) as required by law and winner will receive a U.S tax form 1042 from the Administrator reflecting the total value of the prize, including the gross up amount and the withholding amount submitted to the IRS will be noted separately.

<u>For All Prizes</u>: Terms and conditions of gift cards apply. The actual value of electronic prizes is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed. No cash equivalent and all prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. TOTAL ARV OF ALL PRIZES: \$206,877.60 USD. <u>Limit</u>: One (1) Sweepstakes prize and one (1) Instant Win Game prize per person.

9. Release: By receipt of any prize, winner agrees to release and hold harmless Sponsor, Merkle Inc., and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of

property, arising out of participation in the Promotion or receipt or use or misuse of any prize.

- **10. Publicity:** Except where prohibited, participation in the Promotion constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state/province for promotional purposes in any media, worldwide, without further payment or consideration.
- 11. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes or Instant Win Game, as determined by Sponsor in its sole discretion, and subject to the approval of the Régie des alcools, des courses et des jeux. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries or plays received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or Instant Win Game or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes or the Instant Win Game may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- 12. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any prize. If for any reason an entrant's entry or play is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Sweepstakes entry or Instant Win Game play, if possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.
- 13. Disputes: EXCEPT WHERE PROHIBITED. ENTRANT AGREES THAT: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS PROMOTION OR ANY PRIZE AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN (SOUTHERN DIVISION) OR THE APPROPRIATE MICHIGAN STATE COURT LOCATED IN OAKLAND COUNTY, MICHIGAN; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS PROMOTION. BUT IN NO EVENT ATTORNEYS' FEES: AND (3) UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, INDIRECT, PUNITIVE. INCIDENTAL AND CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES. OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES, OR THE RIGHTS AND OBLIGATIONS OF THE ENTRANT AND SPONSOR IN CONNECTION WITH THE PROMOTION, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, WITHOUT

GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES (WHETHER OF THE STATE OF MICHIGAN OR ANY OTHER JURISDICTION), WHICH WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF MICHIGAN. FOR RESIDENTS OF QUEBEC ONLY: ANY LITIGATION RESPECTING THE CONDUCT OR ORGANIZATION OF A PUBLICITY CONTEST MAY BE SUBMITTED TO THE RÉGIE DES ALCOOLS, DES COURSES ET DES JEUX FOR A RULING. ANY LITIGATION RESPECTING THE AWARDING OF A PRIZE MAY BE SUBMITTED TO THE RÉGIE ONLY FOR THE PURPOSE OF HELPING THE PARTIES REACH A SETTLEMENT.

- **14. Entrant's Personal Information:** Information collected from entrants is subject to the Sponsor's Privacy Policy https://www.harley-davidson.com/us/en/footer/utility/privacy-policy.html.
- **15. Winner List:** For a winner list, visit https://bit.ly/3crqlxG. The winner list will be posted after winner confirmation is complete.
- **16. Promotion-Related Emails:** By participating in the Promotion, you agree to receive transactional emails related to the Promotion including, but not limited to, a registration confirmation email.
- **17. Unsubscribe:** At the time of registration, you'll have the option to sign up for future marketing messages. You can opt out at any time. If you so choose to opt out of future marketing messages from Sponsor, click here.

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Harley-Davidson Let's Ride Challenge Summer 2021 Sweepstakes Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

- 1. Eligibility: Harley-Davidson Let's Ride Challenge Summer 2021 Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of Harley-Davidson, Inc., and its participating dealers and retailers, affiliates, sales representatives, distributors, and promotional and other vendor agencies, Merkle Inc., their respective parent companies, affiliates, subsidiaries, service agencies, independent contractors involved in the promotion, and the immediate family (parent, spouse, including common law spouse, sibling, child, grandparent, grandchild, regardless of where they reside) and household members of all such employees, are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules. Sponsor's and Administrator's decisions are final and binding in all matters related to the Sweepstakes.
- **2. Sponsor:** Harley-Davidson Motor Company, Inc., 3700 W. Juneau Ave, Milwaukee, WI 53208. **Administrator**: Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.
- **3. Timing:** The Sweepstakes begins on July 2, 2021 at 12:00 a.m. Eastern Time ("ET") and ends on July 4, 2021 at 11:59 p.m. ET (the "Promotion Period"). Administrator's computer is the official

time-keeping device for the Sweepstakes.

4. How to Enter: During the Promotion Period, visit http://h-d.com/ride and follow the links and instructions to complete and submit the registration form including a valid email address. You automatically will receive one (1) entry into the Sweepstakes.

<u>Limit</u>: You may enter one (1) time during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

- **5. Prize Drawings:** Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the winners from all eligible entries received during the Promotion Period on or around July 6, 2021. The potential winners will be notified by email, mail or phone. If a potential winner of any prize cannot be contacted, fails to provide any requested information within the required time period (if applicable), or the prize is returned as undeliverable, the potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason or forfeits the prize, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.
- **6. Prizes:** SEVENTY-TWO (72) PRIZES: One (1) \$200 Harley-Davidson gift card (terms and conditions apply). Approximate Retail Value ("ARV"): \$200. Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received during the Promotion Period. Limit: One (1) prize per person. Total ARV of all prizes: \$14,400.
- **7. Release:** By receipt of any prize, winners agree to release and hold harmless Sponsor, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.
- **8. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.
- 9. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the

Sweepstakes, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Sweepstakes, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Sweepstakes, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance and may modify the prizes offered herein. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

- 10. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind. including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.
- 11. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.
- **12. Entrant's Personal Information:** Information collected from entrants is subject to Sponsor's Privacy Policy https://www.harley-davidson.com/us/en/footer/utility/privacy-policy.html.
- **13. Winner List:** For a winner list, visit https://bit.ly/3crqlxG. The winner list will be posted after winner confirmation is complete.