

Harley-Davidson's 2022 RIDE 365 Dealership Check-In Challenge HOG Contest

Official Rules

NO PURCHASE NECESSARY TO ENTER OR TO CLAIM A PRIZE. THIS IS A SKILL-BASED CONTEST; THIS IS NOT A GAME OF CHANCE. WINNERS WILL BE CHOSEN BASED ON THE STATED CRITERIA.

OPEN ONLY TO HARLEY OWNERS GROUP (HOG) MEMBERS OF THE 50 UNITED STATES (INCLUDING DISTRICT OF COLUMBIA).

SPONSOR OBTAINS RIGHTS FROM ENTRANTS TO USE CONTENT SUBMITTED AS PART OF THE CONTEST.

INDIVIDUALS PARTICIPATE AT THEIR OWN RISK. DO NOT BREAK THE LAW OR ENDANGER YOURSELF OR OTHERS WHEN TAKING PHOTOS OR OTHERWISE PARTICIPATING IN THIS CONTEST.

SPONSOR: Harley-Davidson Motor Company, Inc. ("Sponsor"), 3700 W. Juneau Ave., Milwaukee, WI 53208.

ELIGIBILITY: To participate in Harley-Davidson's 2022 RIDE 365 Dealership Check-In Challenge HOG Contest (the "Contest"), you must be, as of the time of entry: (i) a legal U.S. resident 18 years of age or older and have reached the age of majority in your respective state of residence, and (ii) a full or associate Harley Owners Group ("HOG") member. Employees of Sponsor and its participating dealers and retailers, affiliates, sales representatives, distributors and promotional and other vendor agencies, 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. Contest is subject to all federal, state, and local laws and regulations. Void where prohibited or restricted by law.

HOW TO ENTER: The Contest runs from January 1, 2022 to December 31, 2022 (the "Contest Period"). Entries submitted after 11:59 p.m. Central Time ("CT") on December 31, 2022 are not eligible.

If you are a U.S. HOG member, you may participate in the Contest by logging into your HOG account and going to h-d.com/ride365 during the Contest Period. (If you do not have a HOG account, please go to h-d.com/hog to set up a free account.) At the Contest website, you will find the

“Dealership Check-In” category under which you may submit a photo(s) as instructed to earn point/s.
Please see below for additional instructions regarding photo submission requirements.

Limit one (1) Contest account per HOG member. The use of any automated devices is prohibited. Sponsor is not responsible for lost, late, stolen, illegible, corrupted, damaged, mutilated, garbled, incomplete, altered, or otherwise irregular or misdirected entries or entries not received for any other reason, and any such entries will be judged void and disqualified at Sponsor’s sole discretion. The information you provide will be used consistent with Sponsor’s Privacy Policy. Entries become property of Sponsor and will not be returned.

PHOTO SUBMISSION – REQUIREMENTS: The following requirements apply to photos submitted by HOG members for purposes of this Contest:

- Each photo must contain the following:
 - ✓ Your Harley-Davidson motorcycle must be in each photo. (A Harley-Davidson® motorcycle rental through EagleRider is also acceptable.)
 - ✓ Either a current year cover of the Membership Guide or Ride Guide must be clearly identifiable in each photo. (Go to h-d.com/ride365 to download a printable version.)
 - ✓ Photos must clearly identify the Worldwide authorized H-D dealership. A full list of participating dealerships can be found at h-d.com/dealers.
 - ✓ You, the entrant, must appear in at least ten (10) photos.
 - ✓ All photos must be taken during the Contest Period. Photos taken outside the Contest Period are not eligible, and submission of such photos may result in disqualification at the sole discretion of the Sponsor.
 - ✓ All photos must be submitted online at h-d.com/ride365 during the Contest Period.
 - ✓ Photo formats accepted are: **.jpg, .gif, .png**. Each photo must not exceed 5MB in size. Images must be clear and names/signs must be legible in submitted prints. Photos that are blurred, fuzzy, illegible, or unrecognizable, based on the sole judgment of the Sponsor, will not receive points.

Photos must be entrant’s original creation and may not include copyrighted, trademarked, patented, or previously published material. Entry requiring license or usage rights from any third party is not eligible. Entry may not display any trademarked or copyrighted brand names/logos, except

those of Sponsor's brands. If necessary, entrants should use their toolbar to blur out any brand names, logos, or trademarks. Entry cannot defame or invade the rights or privacy of any person, living or deceased, or otherwise infringe upon any third party's personal, proprietary, or intellectual rights. Entry cannot contain illegal or unlawful material, and must not promote bigotry, racism, harm, or discrimination. Entry must be consistent with Sponsor's reputation in the marketplace and must be suitable for audiences of all ages. Entries which, in Sponsor's sole discretion, contain any type of vulgarity or objectionable content will be disqualified. Entries that do not meet these stated criteria, or entries that (in Sponsor's sole discretion) may technically meet the stated criteria but do not reflect the intent and the spirit of the contest, are not eligible. Entry constitutes entrant's certification that he/she: (i) is the owner of the entry, (ii) is able and authorized to submit it, and (iii) has received the consent of anyone pictured.

By submitting an entry, entrant agrees to indemnify and hold harmless Sponsor, participating dealers and retailers, affiliates, sales representatives, distributors and promotional and other vendor agencies, their respective parent companies, affiliates, subsidiaries, service agencies, independent contractors, and the officers, directors, employees, agents and representatives of any of the above organizations involved in this contest (the "Released Parties") from any and all claims, damages, expenses, costs (including reasonable attorney fees) and liabilities (including settlements), resulting from or relating to entrant's submission, or any information supplied or represented to Sponsor by entrant.

SCORING SYSTEM: Points will be allocated as follows:

- One (1) point will be awarded for each photo of worldwide, authorized Harley-Davidson dealership (only one photo per dealership).

PRIZES AND APPROXIMATE RETAIL VALUES ("ARV"):

FIRST PLACE: \$1,500 Harley-Davidson® Gift Card; \$75 Norscot Gift Certificate for exclusive HOG Merchandise; 1st Place Plaque plus recognition at the Harley-Davidson Museum®. Total ARV of First Place Prize: \$1,575 USD.

SECOND PLACE: \$1,000 Harley-Davidson Gift Card; \$50 Norscot Gift Certificate for exclusive HOG Merchandise; 2nd Place Plaque plus recognition at the Harley-Davidson Museum. Total ARV of Second Place Prize: \$1,050 USD.

THIRD PLACE: \$500 Harley-Davidson Gift Card; \$25 Norscot Gift Certificate for exclusive HOG Merchandise; 3rd Place Plaque plus recognition at the Harley-Davidson Museum. Total ARV of Third Place Prize: \$525 USD.

For First Place, Second Place, and Third Place only, limit one (1) prize for household.

100 POINTS OR MORE: RIDE 365 Dealership Check-In Challenge pin, patch, bandana, and \$25 Norscot Gift Certificate for exclusive HOG Merchandise. Total ARV: \$35 USD.

10 TO 99 POINTS: RIDE 365 Dealership Check-In Challenge pin, patch, and bandana. Total ARV: \$10 USD.

Additional Prize Details. Winning a prize is contingent upon fulfilling all requirements set forth herein. Taxes on prizes are the sole responsibility of the winner. Gift certificates subject to terms and conditions. Any and all guarantees and warranties for prizes are subject to the manufacturer's and/or service providers terms and conditions, and winner agrees to look solely to such manufacturers and/or service providers for any warranty or guarantee claim. Prizes and prize components are non-transferable, and no substitution or cash equivalent is allowed except in Sponsor's sole discretion. Sponsor reserves the right to substitute prizes or prize components, for the same approximate retail value. For prizes \$600 or more in value to an individual winner in a calendar year, winner's social security number or taxpayer I.D. will be required in order to issue a Form 1099-MISC showing prize ARV as income to winner. Prizes consist only of items specifically listed. All costs and expenses not specified herein, related to the prizes, including but not limited to delivery, installation, service activation fees, sales tax and other expenses incurred by accepting a prize, are the sole responsibility of the winner.

SELECTION OF WINNERS: Photo submissions will be evaluated by Sponsor's employees or representatives selected by Sponsor to confirm that photos accurately depict the categories selected by entrant and comply with photo submission requirements. Points will then be calculated for each participating HOG member based on the scoring system outlined above. The HOG member with the highest total number of points from among all entrants will be declared the potential First Prize winner (pending verification of eligibility and winner confirmation); the HOG member with the second

highest total number of points from among all entrants will be declared the potential Second Prize winner (pending verification of eligibility and winner confirmation); and the HOG member with the third highest total number of points from among all entrants will be declared the Third Prize winner (pending verification of eligibility and winner confirmation). In the event of any ties, the tied entry with photos of dealerships from the most U.S. states will prevail. If a tie still exists, the tied entry that reached fifty (50) dealership photos first will prevail.

If a potential winner is found to be ineligible or does not comply with these Official Rules, or otherwise does not accept his/her prize as awarded, he/she will be disqualified and the entrant with the next highest score will be named a potential winner. Sponsor's decisions shall be final and binding in all matters pertaining to the judging, tallying of point totals, and selection of the winners.

In addition to the First Place, Second Place, and Third Place prizes, all HOG members who achieve point totals of 100 points or more, 99-10 points will win the prizes outlined above for their respective point tier.

Judging and tallying of points is expected to be completed on or about March 31, 2023. First, Second, and Third Place potential winning entrants will be notified on or about April 30, 2023 by phone or email, in the Sponsor's sole discretion, using the contact information associated with the entrants' HOG account.

Odds of winning depend on number of entrants and each entrant's ability to collect points based on the stated criteria.

WINNER CONFIRMATION: To be confirmed as a First, Second, or Third Place winner, entrants must: (1) respond within five (5) days to the notification; (2) the selected entrant may be required to execute and return within a specified time, an Affidavit of Eligibility/Declaration of Compliance and Publicity Release (including SSN, if selected entrant resides in the U.S.), prize acceptance form, tax information (if applicable), assignment of rights, publicity release, and/or mutually acceptable liability releases as requested by Sponsor, except where prohibited by law. If a selected entrant cannot

be confirmed as a winner as described above, he/she may be disqualified and the correlating prize may be awarded to an alternate entrant using the same confirmation process. Sponsor will attempt to notify each potential winner as set forth above, but Released Parties are not responsible for any undelivered messages that are not received because of a winner's privacy or spam filter settings which may divert any Contest email, including any winner notification email, to a spam or junk folder.

For prizes associated with the point tiers (*i.e.*, 100+, 99-10), these prizes will be awarded via mail by April 30, 2023 using the members contact information associated with the members h-d.com/hog account.

PUBLICITY RELEASE: Except where prohibited, participation in the Contest constitutes entrant's consent that his or her name, likeness, voice and/or biographical data, including but not limited to photos submitted in connection with this Contest, may be used for advertising and promotional purposes without limitation and without additional notice, compensation, or consent. Photos submitted may be available for viewing on the Internet by a world-wide audience.

ENTRANTS' AGREEMENT TO ABIDE BY RULES: By entering, entrant agrees he/she has read, accepted and will abide by these Official Rules and agrees that any dispute with regard to the conduct of this Contest, rule interpretation and application, the awarding of prizes, or any other matter related to the Contest, shall be submitted to Sponsor, whose decision shall be binding and final.

RELEASE OF LIABILITY: By participating, entrant agrees to release and hold harmless the Released Parties from any injury, loss or damage to person, including death, or property due in-whole or in-part, directly or indirectly, to the acceptance or use/misuse of any prizes, participation in any Contest-related activity, or participation in the Contest.

PLEASE NOTE: *INDIVIDUALS PARTICIPATE IN THIS CONTEST AT THEIR OWN RISK. DO NOT BREAK THE LAW OR ENDANGER YOURSELF OR OTHERS WHEN TAKING PHOTOS OR PARTICIPATING IN THIS CONTEST.*

LIMITATION OF LIABILITY: The Released Parties are not responsible for and each entrant releases and holds harmless the Released Parties from and against any and all losses, damages, actions, demands, liabilities or claims of whatever nature or kind arising out of, or in connection with a prize or any participation in this Contest. Without limiting the generality of the foregoing, the Released Parties will not be responsible for any typographical or other error in the printing of this offer, the administration of the Contest, the selection of entrants, in the announcement of prizes, including erroneous appearance of qualification for any prize, any entries or entrants disqualified for any of the reasons stated in these Official Rules, or any loss, damage or claims caused by, or in any way related to the prizes or the Contest itself. Sponsor and the Released Parties are not responsible for any injury or damage to any person's computer or related equipment resulting from or relating to participation in this Contest or downloading any material related to this Contest. Sponsor and the other Releases assume no responsibility for Contest' website, computer system, hardware, software or program malfunctions or other errors, failures, delayed computer transactions or network connections, whether human, technical or otherwise in nature.

This Contest is intended for viewing in the United States and shall be construed and evaluated only according to United States law. Do not enter this Contest if you are not located in the United States. WARNING: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY COMPUTERIZED SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGE FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

DISPUTES REGARDING THE IDENTITY OF ENTRANT: Entries will be deemed made by the authorized HOG account holder at the time of entry/submissions. In the event of a dispute, entrant may be required to provide proof that he or she is the authorized holder of the identified HOG account.

CHANGES TO CONTEST, RULES, ETC.: Sponsor reserves the right, in its sole discretion, to modify, cancel or suspend this Contest, or to amend the Official Rules at any time, without prior individual notice, should any factor interfere with the administration, security or proper play of this Contest as contemplated by these Official Rules. If for any reason Sponsor is prevented from continuing with this Contest, Sponsor shall have the right, in its sole discretion, but not the obligation, to award the prizes from among all eligible entries received to date. All entries are the property of Sponsor and are not returnable.

DISPUTES/CHOICE OF LAW: EXCEPT WHERE PROHIBITED, EACH ENTRANT AGREES THAT: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS CONTEST OR ANY PRIZE AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY STATE OR FEDERAL COURTS SITUATED IN MILWAUKEE, WI, U.S.A. (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, BUT IN NO EVENT ATTORNEYS' FEES; AND (3) NO PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, MAY BE AWARDED (COLLECTIVELY, "SPECIAL DAMAGES"), AND (4) ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM SPECIAL DAMAGES AND ALL RIGHTS TO HAVE SUCH DAMAGES MULTIPLIED OR INCREASED. WISCONSIN LAW, WITHOUT REFERENCE TO CHOICE OF LAW RULES, GOVERNS THE CONTEST AND ALL ASPECTS RELATED THERETO.

RULES GOVERN: The Contest will be run in accordance with the Official Rules available at (H-D.com/HOG/ride365) which shall prevail, govern and control in the event of any inconsistency with any Contest-related materials.

PRIVACY: Personally identifiable information that is submitted by entrants as part of this Contest will be used to administer the Contest, select prize winner and fulfill prize, and will be treated in accordance with Sponsor's privacy policy accessible at harley-davidson.com. PLEASE NOTE: Photos submitted may be available for viewing on the Internet by a world-wide audience.

WINNERS' LIST: For name of winners, send a self-addressed, stamped envelope by June 1, 2023 to Harley-Davidson 2020 RIDE 365 Dealership Check-In Challenge HOG Contest Winners' List, c/o Harley Owners Group, P.O. BOX 453, Milwaukee, WI 53201. Winner's list to be available after May 1, 2023.

//End of Official Rules//