

HARLEY-DAVIDSON'S 10 RIDES FOR '22 DESTINATION RIDE CHALLENGE

TERMS & CONDITIONS

- **OPEN TO HARLEY OWNERS GROUP (HOG) MEMBERS OF THE 50 UNITED STATES (INCLUDING DISTRICT OF COLUMBIA), 18+ YEARS OF AGE.**
- **PHOTOS SUBMITTED FOR THIS CHALLENGE MAY BE AVAILABLE FOR VIEWING ON THE INTERNET BY A WORLD-WIDE AUDIENCE.**
- **INDIVIDUALS PARTICIPATE IN THIS CHALLENGE AT THEIR OWN RISK. DO NOT BREAK THE LAW OR ENDANGER YOURSELF OR OTHERS WHEN TAKING PHOTOS OR OTHERWISE PARTICIPATING IN THIS CHALLENGE.**

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

ELIGIBILITY: To participate in Harley-Davidson's 10 Rides for '22 Destination Ride Challenge (the "Challenge"), 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. Challenge is subject to all federal, state, and local laws and regulations. Void where prohibited or restricted by law.

THE CHALLENGE PERIOD: The Challenge runs from January 1, 2022 to December 31, 2022 (the "Challenge Period"). Photos submitted after 11:59 p.m. Central Time ("CT") on December 31, 2022 are not eligible.

HOW TO PARTICIPATE: Eligible HOG members may participate in the Challenge by logging into their HOG account and going to h-d.com/ride365 during the Challenge Period. (If you do not have a HOG account, please go to h-d.com/hog to set up a free account.) To submit an entry for approval, scroll down to and enter the "10 Rides for '22" section on the Challenge

website (h-d.com/ride365). To have a valid entry you must 1) select the ride you have completed from the dropdown list of possible rides and 2) upload a photo of yourself holding the cover of a current year Membership Guide or Ride Guide at the Challenge check-in location for that ride as described in the Membership Guide. Please see below for additional instructions regarding photo submission requirements.

CHALLENGE CHECK-IN LOCATIONS: The ten (10) Challenge check-in locations are as follows:

- Standin' on the Corner Park – Winslow, Arizona
- Corn Palace – Mitchell, South Dakota
- Geographic Center of US – Lebanon, Kansas
- Waving Girl – Savannah, Georgia
- Quechee Gorge – Quechee, Vermont
- Snake River Canyon – Twin Falls, Idaho
- Paul Bunyan Statue – Bemidji, Minnesota
- Mammoth Cave NP – Mammoth Cave, Kentucky
- Red Rock Canyon – Las Vegas, Nevada
- Route 66 Midpoint – Adrian, Texas

PHOTO SUBMISSION – REQUIREMENTS: The following requirements apply to photos submitted by HOG members at Challenge check-in locations:

- Photo Requirements:
 - ✓ You, the participant, must be in each of photo.
 - ✓ A current year Membership Guide or Ride Guide must be clearly identifiable in each photo. ([Go to h-d.com/ride365](http://h-d.com/ride365)) to download a printable version).
 - ✓ All photos must be taken during the Challenge Period. Photos taken outside the Challenge 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 Challenge Period. Limit one (1) photo per Challenge check-in location.
- ✓ Acceptable photo formats are: **.jpg**, **.gif**, or **.png**. Each photo must not exceed 5MB in size. Images must be clear and landmarks/names/signs must be discernible in submitted prints. Photos that are blurred, fuzzy, illegible, or unrecognizable, based on the sole judgment of the Sponsor, will not be eligible.

Photos must be participant's original creation and may not include copyrighted, trademarked, patented, or previously published material. Photos requiring license or usage rights from any third party are not eligible. Photos may not display any trademarked or copyrighted brand names/logos, except those of Sponsor's brands. If necessary, participants should use their toolbar to blur out any brand names, logos, or trademarks. Photos 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. Photo cannot contain illegal or unlawful material, and must not promote bigotry, racism, harm, or discrimination. Photo must be consistent with Sponsor's reputation in the marketplace and must be suitable for audiences of all ages. Photos which, in Sponsor's sole discretion, contain any type of vulgarity or objectionable content will be disqualified. Photos that do not meet these stated criteria, or Photos that (in Sponsor's sole discretion) may technically meet the stated criteria but do not reflect the intent and the spirit of the Challenge, are not eligible. Submission of photo(s) constitutes participant's certification that he/she: (i) is the owner of the photo, (ii) is able and authorized to submit it, and (iii) has received the consent of anyone pictured.

By submitting a photo, participant 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 Challenge (the "Released Parties") from any and all claims, damages, expenses, costs (including reasonable attorney fees)

and liabilities (including settlements), resulting from or relating to participant's submission, or any information supplied or represented to Sponsor by participant.

CHALLENGE REWARDS: Participants will receive the following check-in site specific rewards for photos submitted at the each of the Challenge check-in locations during the Challenge Period:

- One (1) [HOG] Digital Badge (site specific) and one (1) [HOG] Poker Chip (site specific) for each photo at Challenge check-in locations.
- One (1) display for [HOG] Poker Chip for riding to all 10 Challenge check-in locations.

Rewards will be awarded electronically (Digital Badge) or via U.S. mail (Poker Chips) using the members contact information associated with the members h-d.com/hog account. Participants should confirm that their correct email addresses are on file with Sponsor. Please allow 8 – 12 weeks for review of photo submissions and delivery of rewards.

Rewards are non-transferable, and no cash-outs will be provided. No substitutions of rewards unless determined in the sole discretion of the Sponsor. All taxes on rewards (if any) are the sole responsibility of participants.

PUBLICITY RELEASE: Except where prohibited, participation in the Challenge constitutes participant's consent that his or her name, likeness, voice and/or biographical data, including but not limited to photos submitted in connection with this Challenge, 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.

PARTICIPANTS' AGREEMENT TO ABIDE BY RULES: By entering, participant 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 Challenge, rule interpretation and application, the awarding of prizes, or any other matter related to the Challenge, shall be submitted to Sponsor, whose decision shall be binding and final.

RELEASE OF LIABILITY: By participating, participant 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 Challenge-related activity, or participation in the Challenge.

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

LIMITATION OF LIABILITY: The Released Parties are not responsible for, and each participant 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 Challenge. 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 Challenge, the administration of the Challenge, the announcement of rewards, including erroneous appearance of qualification for any reward, any photos or participants 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 Challenge itself. 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 Challenge or downloading any material related to this Challenge. Sponsor and the other Releases assume no responsibility for Challenge' 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 Challenge is intended for viewing in the United States and shall be construed and evaluated only according to United States law. Do not enter this Challenge 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 CHALLENGE 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 PARTICIPANT: Entries will be deemed made by the authorized HOG account holder at the time of entry/submissions. In the event of a dispute, participant may be required to provide proof that he or she is the authorized holder of the identified HOG account.

CHANGES TO CHALLENGE, RULES, ETC.: Sponsor reserves the right, in its sole discretion, to modify, cancel or suspend this Challenge, or to amend these Terms & Conditions at any time, without prior individual notice, should any factor interfere with the administration, security or proper play of this Challenge as contemplated by these Terms & Conditions. If for any reason Sponsor is prevented from continuing with this Challenge, Sponsor shall have the right, in its sole discretion, but not the obligation, to issue rewards to eligible photos received to date.

DISPUTES/CHOICE OF LAW: EXCEPT WHERE PROHIBITED, EACH PARTICIPANT AGREES THAT: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS CHALLENGE 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) PARTICIPANT 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 CHALLENGE AND ALL ASPECTS RELATED THERETO.

PRIVACY: Personally identifiable information that is submitted by participants as part of this Challenge will be used to administer the Challenge, fulfill rewards, and will be treated in accordance with Sponsor's privacy policy accessible at harley-davidson.com.