

Harley-Davidson® ABCs of TOURING Bike Sweepstakes

SWEEPSTAKES OFFICIAL RULES:

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR TO WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING

1. **ELIGIBILITY:** The Harley-Davidson® 2012 ABCs of TOURING Bike Sweepstakes ("Sweepstakes") is sponsored by the Harley-Davidson Motor Company, Inc. ("Sponsor"). The Sweepstakes is open only to legal residents of the 50 United States and the District of Columbia and Canada who are at least 18 years of age or the age of majority in the state, province or territory where they reside, whichever is older, at the time of entry. Employees, officers, directors, agents and contractors of Sponsor and its parent and affiliated entities, dealers, advertising and promotion agencies, and any person or entity involved in the administration, operation or judging of the Sweepstakes (collectively the "Sweepstakes Entities"), and immediate family and household members of each are not eligible. For purposes of this Sweepstakes only, immediate family means spouse, children, parents, grandparents and grandchildren. All applicable federal, state, provincial, territorial and local laws and regulations apply.
2. **HOW TO ENTER:** The Sweepstakes begins January 1, 2012 and ends December 31, 2012 ("Sweepstakes Period"). To enter the Sweepstakes, you must complete an ABCs of Touring 2012 entry form available without a purchase at either the "MY MEMBERSHIP" section of www.members.hog.com or at www.hog.com (the "Sites") or by requesting a copy from Sponsor by sending a self-addressed envelope at the address indicated in Section 14 below, along with the photographs that spell out the word "SWITCHBACK" as specified herein. It is not compulsory to become a member of the ABCs of Touring Program. Just state on the entry form stating that you want to enter the Sweepstakes only and submit the photographs in compliance with these Official Rules. The entry form and photographs will be referred to hereinafter collectively as the "Entry." Each of the photographs submitted with the Entry must show the entrant and an official sign, as defined hereunder, that states the name of:

(a) a city, village, town, township, or municipality; or

(b) a county, parish, or district, provided the word (or its equivalent abbreviation) "county" (e.g. "cty"), "parish" (e.g. "par"), or "district" (e.g. "dist"), is on the sign along with the name.

The first letter of the names of the above-referenced locations as shown on the official signs in the submitted photographs must spell out the word "SWITCHBACK." Please note that not all photographs that eligible for consideration under the ABCs of Touring Program are eligible for entry in this Sweepstakes.

An "official sign" for purposes of this Sweepstakes is either:

(a) a government building with the name of the city, village, town, township, municipality, county, parish or district on it. An example of a government building would be a post office, city hall, or police station. Examples of items that WOULD NOT count as a government building would be libraries, vehicles, schools, water towers, and museums; or

(b) a sign posted by a government body that is physically located within the boundary of the place it identifies. Mileage markers and directional signs do not qualify.

Entries must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous, and must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; and must not contain material that infringes any person's intellectual property, privacy or publicity rights, or is unlawful or in violation of or contrary to the laws or regulations where entry was submitted. Photograph must not show any person other than entrant unless entrant has written permission to show other person (which permission must be provided to Sponsor upon request). Sponsor reserves the right to review and/or disqualify any and all entries deemed by Sponsor, in its sole discretion, to be inappropriate, offensive, or otherwise unacceptable.

Regardless of how pictures are taken, only prints or photos printed from a computer printer may be submitted. Slides and digital photo files will not be accepted. NOTE: Images must be clear and names/signs must be legible in submitted prints. Prints that are blurred, fuzzy, illegible, or unrecognizable will not be accepted.

The Entry must be sent to HOG ABCs of Touring, 3700 W Juneau Ave Milwaukee, WI 53208 USA. To be eligible, the Entry must either be (a) received during the Sweepstakes Period or (b) postmarked on a date during the Sweepstakes Period and received no later than January 15, 2013. If you have submitted a qualifying Entry, you can also receive one (1) additional entry if your Entry would also qualify for 26 to 51 points under the ABCs of Touring Guidelines – Official Rules 2012 ("Touring Guidelines") available at either of the Sites by December 31, 2012; two (2) additional entries if your Entry would also qualify for 52 to 77 points under the Touring Guidelines by December 31, 2012; or three (3) additional entries if your Entry would also qualify for 78 points or more under the Touring Guidelines by December 31, 2012. You will earn only the additional entries specific to the final point level you have reached at the end of the Sweepstakes Period, but do not have to be a member of the ABCs of Touring Program to earn these additional entries.

Sponsor shall have the right in its sole discretion to determine if an Entry or the photographs submitted by an entrant satisfy these Official Rules or spell out the word "SWITCHBACK." Sponsor reserves the right in its sole discretion to disqualify any entrant who does not comply with entry requirements, tampers with the operation of the Sweepstakes, engages in fraud or violates these Official Rules. All Entries become the property of the Sponsor and will not be returned or acknowledged.

3. **WINNER SELECTION AND NOTIFICATION:** Odds of winning depend upon the number of Entries received. The winner of the Sweepstakes will be selected in a random drawing by DCI Marketing located at 2727 West Good Hope Road in Milwaukee, Wisconsin on February 1, 2013 at 5:00 p.m. Central Time from all eligible Entries received. The drawing will be conducted by an independent judging organization, whose decisions are final on all matters related to the selection of the Sweepstakes winner. The winner will be notified by phone, email or certified mail and must sign and have notarized an Affidavit of Eligibility and Liability, an Assignment of Rights, and, where not prohibited, a Publicity Release and return it to Sponsor within fourteen (14) days of the postmark date (or other date showing when it was sent) on the prize notification. If not returned within such time, the prize may be forfeited and an alternate winner may be randomly selected from the remaining eligible Entries. Return of prize notification as undeliverable, or failure to respond to any prize notification within fourteen (14) days of it being sent or transmitted, may also result in the prize being forfeited and an alternate winner being randomly selected from the remaining eligible Entries. If a potential winner is a resident of Canada, that person must answer correctly without assistance of any kind, whether mechanical, electronic or otherwise, a mathematical skill-testing question posed by email. If a selected Canadian entrant fails to correctly answer the question he/she will be disqualified and another entrant will be chosen from a random drawing of eligible Entries. No person will be declared a winner until Sponsor has confirmed their compliance with these Official Rules.
4. **PRIZE:** There will be one (1) winner. The winner will receive a 2013 standard base Harley-Davidson DYNA® Switchback Motorcycle ("Motorcycle") with an approximate retail value of US\$25,000 (appr. CAN\$25,600). Winner may not request any custom color options. The winner must take delivery of the Motorcycle from an authorized Harley-Davidson® dealership of the winner's choice located within Canada or the United States, not including Alaska and Hawaii. Transportation of winner's Motorcycle to an authorized Harley-Davidson dealership will be provided by Sponsor. The date of delivery of the Motorcycle will depend on the time to manufacture the Motorcycle, but is expected to occur within eight (8) weeks of placement of the order. Winner understands that the delivery date may be delayed as a result of production cycles or other delays. Additional Motorcycle features and options, all applicable taxes, insurance, license, and registration fees are the sole responsibility of the winner. When picking up the Motorcycle, the winner must show acceptable evidence of insurance and a valid motorcycle

driver's license. The winner is responsible for the cost of any vehicle options agreed to between winner and the Harley-Davidson dealer at which the Motorcycle is picked up.

5. **ACCEPTANCE OF OFFICIAL RULES:** As a condition of entry, entrants fully and unconditionally agree to these Official Rules and to Sponsor's decisions, which are final and binding in all respects.
6. **ENTRY ERRORS:** Sponsor is not responsible for lost, late, incomplete, damaged, stolen, invalid, unintelligible, undelivered or misdirected Entries. Sponsor is not responsible if online service or equipment is interrupted including without limitation (1) interruptions to any network, server, Internet, Web site, telephone, satellite, computer or other connections, (2) failures of any telephone, satellite, hardware, software or other equipment, (3) garbled, misdirected or jumbled transmissions, or traffic congestion, or (4) other errors of any kind, whether human, technical, mechanical or electric, or (5) the incorrect or inaccurate capture of entry or other information or the failure to capture any such information.
7. **SUBSTITUTION; TAXES:** No assignment or transfer of prizes will be permitted, except at Sponsor's sole discretion. No prize substitutions except that Sponsor reserves the right to substitute a prize with one of comparable or greater value if an advertised prize is unavailable. Prizes cannot be redeemed for cash. Winner is solely responsible for all federal, state and local taxes associated with the receipt of any prize. Winner will be issued a Form 1099 or such other form as may be required by the applicable governmental tax authorities in the amount of the prize.
8. **PERMISSIONS AND RELEASES:** By entering the Sweepstakes, entrants: (1) release the Sweepstakes Entities and their respective officers, directors, agents and employees from any and all liability, loss, injury or damage of any kind, including, but not limited to, any claims for personal injury, property damage, and invasion of privacy, arising out of their participation in the Sweepstakes, the ABCs of Touring, or their acceptance, use or misuse of the prize or participation in any prize-related activity; (2) give their express permission to be contacted by Sponsor by telephone, e-mail and mail for purposes related to the Sweepstakes; and (3) except where prohibited, if the entrant is a winner, he/she grants Sponsor the right to use his/her name, likeness, image, photographs, voice, opinions, statements, and biographical information for publicity, advertising, trade or promotional purposes in any media or manner, now known or hereafter devised, worldwide, without further payment, consideration, notice or approval. To the maximum extent permitted by law, each entrant further grants to the Sweepstakes Entities the perpetual, irrevocable, royalty-free, fully transferable worldwide right to reproduce, modify, create derivative works of, distribute, perform, display and otherwise use the photographs submitted by that entrant in any and all media or formats, whether now known or hereafter created, and for any and all purposes. Entrants agree to indemnify and hold harmless the

Sweepstakes Entities from any and all claims, losses, liabilities, lawsuits and expenses (including reasonable attorney's fees) arising out or relating to the Sweepstakes Entities use of the photographs submitted by that entrant in connection with this Sweepstakes.

9. **TERMINATION/SUSPENSION/MODIFICATION:** Sponsor reserves the right to terminate, suspend or modify the Sweepstakes if, in its sole discretion, it determines that for any reason the Sweepstakes is not capable of running as originally planned, or fraud, technical failures, printing, mailing or distribution errors, or any other unanticipated causes or occurrences have compromised the fairness or integrity of the Sweepstakes. In the event the Sweepstakes is terminated prior to the stated end date, Sponsor reserves the right to award the prize in a random drawing from among all eligible Entries received as of the date of termination.
10. **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 Sweepstakes 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; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; (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 Sweepstakes and all aspects related thereto. For Quebec (Canada) residents, any litigation respecting the conduct or organisation of a publicity contest may be submitted to the *Régie des alcools, des courses et des jeux du Québec* for a ruling. Any litigation respecting the awarding of a prize may be submitted to the *Régie* for the purpose of helping the parties reach a settlement.
11. **PERSONAL DATA:** Personally identifiable information that is submitted by entrants as part of this Sweepstakes will be treated in accordance with Sponsor's privacy policy accessible at www.harley-davidson.com, and may be used or disclosed in accordance with that privacy policy, including, but not limited to, to administer the Contest, select the winner and fulfill the prize and may also be shared with third parties for purpose of Sweepstakes administration.
12. **ENTIRE AGREEMENT:** These Official Rules, together with the Touring Guidelines, represent the entire agreement of the parties with respect to the Contest and supersede any prior or contemporaneous agreements or contracts relating to the same. Should any provision of these Official Rules be deemed unenforceable or invalid, the other provisions of these Official Rules shall remain in full force and effect.

13. **WINNER'S LIST:** Winner's name can be obtained by sending a self-addressed stamped envelope to Winner's List – ABCs of Touring Bike Sweepstakes, P.O. Box 514066, Milwaukee, WI 53203 no later than April 1, 2013. Residents of Vermont may omit return postage.
14. **SPONSOR:** The Sweepstakes is sponsored by the Harley-Davidson Motor Company, Inc., P.O. Box 653, Milwaukee, WI 53201.
15. **PRIZE LIMIT.** In no event shall the Sponsor be required to award more prizes than indicated in these Sweepstakes Rules or to award a prize otherwise than in compliance with these Sweepstakes Rules.
16. **ENTRANT IDENTIFICATION.** For the purpose of these Sweepstakes Rules, the entrant is the person whose name appears on the Entry and it is to this person to whom the prize will be awarded if he/she is selected and declared a winner.
17. **LANGUAGE.** In case of any discrepancy between the French and English versions of these Sweepstakes Rules, the English version shall prevail.