

HARLEY-DAVIDSON'S 2023 RIDING ACADEMY FALL ENROLLMENT PROMOTION

THE FIRST 2,000 ELIGIBLE CUSTOMERS WHO REGISTER WITH CODE "HDMEMBER" CAN LEARN TO RIDE FOR \$100 OFF HARLEY-DAVIDSON® RIDING ACADEMY COURSES. PROMO CODE VALID BEGINNING SEPTEMBER 15, 2023 AND CAN BE APPLIED AT REGISTRATION TO ANY H-D RIDING ACADEMY COURSE SCHEDULED SEPTEMBER 15, 2023 – DECEMBER 31, 2023. LIMITED QUANTITY AVAILABLE.

Harley-Davidson is offering \$100 off the published price of any eligible Harley-Davidson® Riding Academy Course to the first 2,000 H-D Members to sign up for a course. Register beginning September 15, 2023 with code "HDMEMBER" and sign up to take an eligible course that starts on or after September 15, 2023 and ends on or before DECEMBER 31, 2023.

To take advantage of the offer, sign up online during the enrollment window (beginning September 15, 2023) using the code "HDMEMBER". **All classes must start and finish between September 15, 2023 and December 31, 2023.** Dealer participation may vary; class availability subject to limitation and available on first-come, first-served basis, limited quantity of 2,000 promotion codes available. Course prices determined by individual dealerships and may vary by location; no additional cost reduction or compensation offered. Limit (1) offer redemption per person.

Please Note: A credit card may be requested to hold a space in the Riding Academy class upon registration. If you are not able to attend the class and do not call ahead to cancel or reschedule within the dealership's cancellation policy, you may be charged for the full cost of the course.

HARLEY-DAVIDSON'S 2023 RIDING ACADEMY FALL ENROLLMENT PROMOTION – TERMS & CONDITIONS

All federal, state, and local laws and regulations apply. Harley-Davidson's 2023 Riding Academy Enrollment Promotion ("Program") is void where prohibited or restricted by law. Available for a limited time and limited quantity. May not be available in all areas. Limit one (1) offer redemption per person. **Riding course MUST start and finish between SEPTEMBER 15TH and DECEMBER 31, 2023.** Registration for the Program must be done by applying promotion code at the time of course registration. Promotion code is only valid on registrations that occurs beginning September 15 and is only available to the first 2,000 registrants. Once 2,000 codes have been redeemed, this offer will automatically terminate.

1. OFFER OVERVIEW

Harley-Davidson is offering customers the opportunity to participate in one Riding Academy Course or through a participating official Harley-Davidson Riding Academy for \$100 off of the published price of an eligible course. Eligible courses must be registered for beginning September 15, 2023 and courses must take place between **SEPTEMBER 15, 2023 and DECEMBER 31, 2023 ("Course")**.

To participate in the \$100 off Riding Academy Course offer (the "**RA Offer**"), Eligible Participants must register for any Riding Academy Course online using code: HDMEMBER (defined in Section 4 below) beginning SEPTEMBER 15, 2023 and complete the qualifying Course **on or before DECEMBER 31, 2023.**

See below for additional details and restrictions. **OFFER CODE MUST BE APPLIED AT THE TIME OF REGISTRATION. AT NO TIME WILL THE OFFER BE ELIGIBLE FOR REDEMPTION AFTER COURSE COMPLETION DATE. PROMO CODE SUBJECT TO DEALER CONFIRMATION OF ELIGIBILITY.**

2. ELIGIBLE PARTICIPANTS

To participate in Harley-Davidson's Riding Academy, Eligible Participants will also need a valid automobile driver's license and/or motorcycle learner's permit (license/permit requirements vary by state), must have the ability to safely ride a bicycle, and must have and wear DOT approved helmet and other appropriate riding gear (see Section 4(d) below for full list of required gear). See www.h-d.com/learntoride for complete details.

This offer will be limited on a first come first serve basis to the first 2,000 participants to sign up for an eligible Harley-Davidson Riding Academy course during the Offer Period. Once 2,000 participants have registered, this offer will terminate.

3. OFFER PERIOD

The "Offer Period" begins SEPTEMBER 15, 2023 until 2,000 participants have registered.

5. HOW TO PARTICIPATE – RA OFFER

Beginning SEPTEMBER 15, 2023, to participate in the RA Offer, Eligible Participants must do ALL of the following in order to qualify for the offer:

- a. **Register:** Enroll in a qualifying Course with a participating Harley-Davidson Riding Academy Dealership (see www.h-d.com/learntoride for list of participating dealerships) and provide any required enrollment information including the promo code, HDMEMBER. **OFFER MUST BE PRESENTED AT THE TIME OF REGISTRATION. AT NO TIME WILL THE OFFER BE ELIGIBLE FOR REDEMPTION AFTER COURSE COMPLETION DATE.** Contact your local Harley-Davidson Riding Academy participating dealership for more information on available class times and to enroll in a qualifying Course.
- b. **Confirm Eligibility:** On or before the first day of the Course, present the confirmation email you received after registering to the Harley-Davidson dealership where you enrolled for the Course.
- c. **Additional Requirements:** To participate in any Riding Academy, Eligible Participants **must** (i) be able to safely ride a bicycle; (ii) have a valid driver's license and/or motorcycle learner's permit (license/permit requirements vary by state, so please confirm the requirements for YOUR state prior to enrollment); (iii) have and wear at all times all of the following required riding gear: DOT-approved helmet, full-fingered gloves, over-the-ankle footwear, long-sleeved shirt/jacket, eyewear and appropriate pants (jeans, chaps or leather pants); and (iv) fulfill any other safety or other requirements as determined by your local dealer.
- d. **Complete the Qualifying Course.** Qualifying courses must start on or after SEPTEMBER 15 and be completed by DECEMBER 31, 2023.

Each Eligible Participant who fulfills all the requirements above will be required to pay the dealership's advertised course fee at a \$100 discount.

***PLEASE NOTE:** The process for enrolling in the Course may vary by state or between participating Harley-Davidson dealerships; please contact your local dealer for specific details. Some dealers may require a credit card number on file in order to enroll and hold a place in the Course. Registration in a Course reduces the number of spots available for other potential students; INDIVIDUALS WHO REGISTER FOR A RIDING ACADEMY COURSE AND THEN FAIL TO ATTEND WITHOUT INFORMING THE TRAINING PROVIDER IN ACCORDANCE WITH THE TRAINING PROVIDERS CANCELATION POLICY MAY BE CHARGED THE FULL NORMAL COURSE FEE (TO CREDIT CARD ON FILE).

6. ADDITIONAL TERMS, CONDITIONS & RESTRICTIONS ON RA OFFER

RA Offer is limited to \$100 off the dealership's advertised cost of the Course; Eligible Participants are responsible for all other costs and expenses, including but not limited to required insurance and safety equipment. RA OFFER applies only to Harley-Davidson Riding Academy Course; no other motorcycle training programs are eligible for the RA Offer. Please note that the cost of each Course may vary based on geography and dealership, but the approximate retail value of the Course is typically \$199 - \$495. In the event that a particular dealership offers the Course for more— whether on a regular basis or in connection with another promotion (i.e., non-RA Offer) – no additional cost reduction or compensation will be provided.

Enrollment in the Course is subject to availability, and class sizes may be limited both for safety reasons and to ensure the high quality of instruction. If an Eligible Participant is unable to enroll in a Course within the Offer Period, no compensation or alternative benefit will be provided. Dates, times, and locations for the Course will vary by Harley-Davidson Riding Academy and may be subject to change or cancellation based on weather and other causes beyond Harley-Davidson's reasonable control. There is no substitution, reimbursement, or cash payback for Eligible Participants who have enrolled in any Course but, for whatever reason, are unable to attend, complete, or graduate from the Course.

Eligible Participants participating in the RA Offer will be required to complete all necessary Riding Academy paperwork to participate and agree to and abide by all Harley-Davidson Riding Academy rules, regulations, and requirements that may be in effect at each particular Riding Academy location. If, for safety reasons, an Eligible Participant requires more than standard adjustments to a training motorcycle (i.e., adjustments to the seat, suspension, and/or handlebars), that Eligible Participant may not be allowed to participate in the RA Offer, to be determined at Harley-Davidson's sole discretion.

Eligible Participant may be required to present a valid driver's license and/or motorcycle learner's permit, as well as proof of insurance, before beginning the Course. If Eligible Participant's license (or permit) was issued from a state different from the state in which the Eligible Participant currently resides, additional restrictions/qualifications may apply. Affidavit of eligibility, tax information, and/or mutually acceptable liability releases may be required where not prohibited.

8. PROGRAM LIMITATIONS; RELEASE

Limit one (1) offer redemption per Eligible Participant. The Offer may not be combined with any other promotional offer, and Eligible Participants who may also qualify under other Harley-Davidson Riding Academy offers may only participate once, regardless of eligibility for more than one Riding Academy Program. Each Offer is non-transferable, and no substitutions, cash-outs, or alternative merchandise will be provided. Each Offer is strictly conditioned on Eligible Participants satisfying the requirements of these Terms & Conditions.

If, for whatever reason, an Eligible Participant does not meet the requirements set forth in these Terms & Conditions, including but not limited to (i) successfully enrolling in a Course and/or (ii) timely submitting the required paperwork within the Offer Period, the Eligible Participant may be, at Harley-Davidson's sole discretion, disqualified from participating in the Program. With respect to the RA Offer, "disqualification" will mean that the Eligible Participant is solely responsible for paying the full retail cost of the Course.

By participating in the Program, Eligible Participants agree to accept and abide by these Terms & Conditions and agree that any dispute with regard to the conduct or administration of this Program or the interpretation of these Terms & Conditions shall be submitted to Harley-Davidson, whose decision shall be binding and final. By participating in this Program, Eligible Participants further agree to release and hold harmless Harley-Davidson Motor Company, Inc. and its 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 (collectively, 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 participation in this Program or participation in any Program-related activity.

Harley-Davidson is not responsible for any typographical or other error in the printing of any Offer, administration of the Program, or errors relating to the announcement of eligibility or qualification for any Course. If for any reason Harley-Davidson is prevented from continuing with this Program, or the integrity and/or feasibility of the Program is severely undermined by any event including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order or regulation, order of any court or jurisdiction, Harley-Davidson shall have the right, in its sole discretion and without incurring any liability, to abbreviate, modify, suspend, cancel or terminate the Program without further obligation. If Harley-Davidson in its discretion elects to so abbreviate the Program, Harley-Davidson reserves the right, but not the obligation, to honor eligible Offer entries received to date. Harley-Davidson reserves the right to change or terminate the Program at any time, without notice.

9. 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 OFFER 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; 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 OFFER AND ALL ASPECTS RELATED THERETO.

10. PRIVACY

Personally identifiable information that is submitted by participants as part of this Program will be used to administer the Program and will be treated in accordance with Harley-Davidson's privacy policy accessible at <http://www.harley-davidson.com>, as revised from time to time.

11. INSTRUCTIONS FOR PARTICIPATING DEALERS

Please see Promotion landing page on H-Dnet.com for details on participation in the Program. Dealers must close completed courses in the Student Management System within thirty (30) days of each Course being completed in which an Eligible Participant is enrolled. *COURSES WITH ELIGIBLE PARTICIPANTS ENROLLED THAT ARE CLOSED MORE THAN THIRTY (30) DAYS FROM THE COMPLETION OF THE COURSE WILL NOT BE ELIGIBLE FOR REIMBURSEMENT.*

The following items are needed for your submission to be issued credit. Any submissions not submitted in full will not receive credit.

Riding Academy:

1. The Promo Code must be entered on Eligible Participant's registration form in the dealer's Student Management System. If Eligible Participant registered for Course online, this will be automatically entered on the dealership's behalf in the Student Management System. If student registered for Course online, dealer must still verify this Promo Code is present. If student registers with dealer either over the phone or in person, dealer is responsible for entering the Promo Code in the registration form in the Student Management System manually. NOTE: The Promo Code is not case specific to each customer and will adjust the student's course cost to \$100 off the posted price of the course.
2. On or before the first day of the Course, dealer must verify student is eligible for the RA Offer by checking the student's Valid Identification to confirm the student does not already have their M endorsement or license to operate a motorcycle.
3. Once the Course has been completed, dealer must close the Course in the Student Management System within thirty (30) days of the completion of the Course
4. Once class has been closed, Harley-Davidson will be able to view transaction history through the Student Management System to credit dealer for \$100 of completed course price.

DO NOT copy the Eligible Participants Valid Identification. Photocopying documents of this nature may be prohibited by law.

12. SPONSOR

Harley-Davidson Motor Company, Inc., 32000 West Juneau Avenue, Milwaukee, WI 53208.