

HARLEY-DAVIDSON PASSPORT TO FREEDOM OFFER

HOW TO CLAIM

Eligibility Requirements – please read carefully

To be eligible to claim a gift, individuals must:

- be a Malaysian resident;
- be over 18 years of age;
- hold a full, valid Malaysian motorcycle licence covering motorcycles over 500 cc commencing anytime between 01/01/2020 and 31/12/2020;

AND

- purchase a new Sportster or Big Twin model Harley-Davidson motorcycle from a participating Malaysia Harley-Davidson dealership between 15/4/2020 and 31/12/2020 (or as varied by Harley-Davidson – see clause 8 below).

To claim a gift:

A claimant must, during the Offer Period:

- purchase a new Sportster or Big Twin model Harley-Davidson motorcycle from a participating Malaysian Harley-Davidson dealership; and
- present their full, valid Malaysian motorcycle licence covering motorcycles over 500 cc commencing anytime between 01/01/2020 and 31/12/2020, to the participating Malaysia Harley-Davidson dealership.

Claims submitted after the end of the Offer Period will not be accepted.

All claims **must** include the claimant's name, address, daytime contact number, date of birth and email address.

TERMS AND CONDITIONS

1. Information on "How to Claim" above form part of these Terms and Conditions. Participation in this Offer is deemed acceptance of these Terms and Conditions.
2. The Promoter is Harley-Davidson Asia Pacific Pte. Ltd. of 51 Cuppage Road #02-01, Singapore 229469 and is Harley-Davidson Asia Pacific LLC of 3700 West Juneau Avenue Milwaukee WI 53208-2818, USA for the Sportster and Big Twin bike models.
3. Offer is only open to individuals who meet the Eligibility Requirements and comply with the offer instructions described in these Terms and Conditions. Employees (and their immediate families) of the Promoter, participating dealers and agencies associated with this Offer are ineligible to claim the offer. Immediate family means any of the following: spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.

4. The Promoter reserves the right, at any time, to verify the validity of claims and claimants (including a claimant's identity, age, place of residence and licence status) and to disqualify any claimant who submits a claim that is fraudulent or not otherwise in accordance with these Terms and Conditions or any relevant law, or who tampers with the claim process. Each claimant consents to the Promoter exercising its rights under this clause by claiming a gift. Claimants must retain a clear copy of their original receipt as proof of a valid purchase.
5. Incomplete, indecipherable, or illegible claims may be deemed invalid. For example, claims which do not include the claimant's name, address, daytime contact number and email address will not be accepted.
6. Only one (1) claim for gift is permitted per person. Offer not valid in conjunction with any other discounts, offer, privilege, promotion, voucher, promotional coupon, discount cards, items on sale, loyalty programme unless otherwise stated.
7. If there is a dispute as to the identity of a claimant, the Promoter reserves the right, in its sole discretion, to determine the identity of the claimant, whether through requesting for additional proof of identity or otherwise.
8. Offer starts at 0.01am Kuala Lumpur time on 15/04/2020 and ends at 23.59 Kuala Lumpur time on 31/12/2020 or once the gift pool has been exhausted (if earlier) ("**Offer Period**"). The Offer Period may be extended by the Promoter in its sole discretion as stipulated on any point of sale material if the gift pool has not been exhausted by the close of the original Offer Period. If the Offer Period is extended, all references in these Terms and Conditions to the Offer Period will be amended to mean the Offer Period as extended.
9. The gift comprises RM2,000 for any new H-D motorcycle model. The credit is redeemable at the participating Malaysia Harley-Davidson dealership of purchase, while stocks last.
10. Claimants must redeem the gift at the time of purchasing their new Harley-Davidson motorcycle OR within 60 days from the date of purchase. If s/he has not done so, or otherwise elects not to redeem the gift, the gift will be forfeited, and not re-offered.
11. If the gift becomes unavailable for reasons beyond the Promoter's control, the Promoter, in its discretion, reserves the right to substitute the gift with a gift of equal value. Claimant will not be entitled to any additional compensation in the event the gift has been substituted at equal or greater value.
12. The gift, or any unused portion of the gift, is not transferable or exchangeable or redeemable for cash.
13. If this Offer is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any claimant; or (b) to modify, suspend, terminate or cancel the Offer, as appropriate.
14. Claimants have rights under the Malaysian Consumer Protection Act 1999 and other similar legislation which cannot be excluded or limited by the Promoter. These rights include statutory guarantees that any goods provided by the Promoter will be of acceptable quality and fit for purpose, and that any services provided by the Promoter will be rendered with due care and skill. These Terms and Conditions do

not, and do not intend to, exclude or limit those statutory rights in any way. However, to the extent that it is permitted by law to do so, the Promoter makes no representations or warranties, express or implied, under laws other than the Malaysian Consumer Protection Act 1999 (as applicable) regarding the quality or suitability of the gift awarded as part of this Offer and will not be responsible for breach of any such representations or warranties.

15. The Promoter (including its officers, employees and agents) will not be responsible for any:

- a. personal injury;
- b. loss or damage (including loss of opportunity, profits, goodwill or business revenues, and any other special, indirect or consequential losses),

arising in any way out of the Offer including, but not limited to, injury, loss or damage which arises as a result of any of the following:

- (i) any technical difficulties or equipment malfunction due to any reason beyond the reasonable control of the Promoter;
- (ii) electronic or human error which may occur in the administration of the Offer or the processing of entries which is beyond the reasonable control of the Promoter;
- (iii) any theft, unauthorised access or third party interference which impacts on the conduct of the Offer and is beyond the reasonable control of the Promoter;
- (iv) any claim that is late, lost, stolen, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
- (v) any variation in the gift to that stated in these Terms and Conditions;
- (vi) any tax liability incurred by a claimant; or,
- (vii) use of a gift,

except to the extent that such injury, loss or damage is due to the negligence or willful misconduct of the Promoter, or otherwise cannot be excluded by law as referred to in clause 14 above.

16. The Promoter shall collect claimants' personal information in order to conduct the Offer and for promotional, marketing, publicity, research and profiling purposes. Participation in the Offer is conditional on providing this information. By participating in this Offer, unless otherwise advised, each claimant agrees that the Promoter may:

- a. use the claimant's personal information to conduct the Offer in accordance with these Terms and Conditions and for promotional, marketing, publicity, research and profiling purposes, including to send electronic messages to or telephone the claimant; and
- b. disclose the claimant's personal information to third parties, including but not limited to agents, contractors, service providers, and gift suppliers, for the purpose of conducting the Offer.

Claimants may access the personal information the Promoter holds about them, and should direct any request to access, update or correct information to the Promoter at its address set out in clause 2 of these Terms and Conditions. Claimants can obtain a copy of the Promoter's Privacy Policy at www.harley-davidson.com or by contacting the Promoter via the postal address provided in clause 2 above.

17. Participation in the Offer constitutes a claimant's consent to the Promoter's use of the claimant's name, likeness and opinions (including without limitation footage of the claimant's receipt and use of the gift) on the Promoter's website or otherwise for promotional, marketing and publicity purposes without any fee being paid by the Promoter. The claimant hereby agrees to sign any further documentation required by

the Promoter to give effect to this arrangement, as a precondition to being awarded the gift.

18. Any cancellation or modification to the Offer will be notified on the Promoter's website h-d.com/ptof, where necessary. A copy of these Terms and Conditions and gift details can also be obtained from that site.
19. If part or all of any clause of these Terms and Conditions is unenforceable, it will be severed, and the balance of these Terms and Conditions will remain in full force and effect.
20. These Terms and Conditions are governed by the laws of Malaysia and each claimant agrees to submit to the non-exclusive jurisdiction of the courts of Malaysia.
21. The Promoter's or a claimant's failure to enforce any term of these Terms and Conditions will not restrict the relevant party from enforcing that or any other provision at a later time.