# Terms & Conditions for the Harley-Davidson "The Great Relay 22 Competition" (the "Competition")

# 1. Introduction

- a) The Competition is organised and run by Harley-Davidson Benelux B.V. ("H-D"), who can be contacted at Laan van Vredenoord 33, Rijswijk, 2289DA, the Netherlands.
- b) By entering this Competition, you agree to these terms and conditions (the "Terms") and any decisions reached by H-D, which are final and binding in all matters related to this Competition.
- c) The Competition starts at **09:00 (GMT)** on **1 February 2022** and ends at **23:59 (GMT)** on **10 March 2022** (the "Competition Period").

## 2. Who can enter this Competition?

- a) Entries to the Competition can be made by individual participants (an "Individual Entry") or by a team of H.O.G. members, or a team of participants from an official H.O.G. Chapter listed in Appendix 1 (a "Team Entry").
- b) Participants must:
  - i. be residents of, and have a postal address in Belgium, the Netherlands, Luxembourg, Denmark, Finland, Sweden, Iceland or Norway;
  - ii. have a valid H.O.G. membership;
  - iii. be aged 24 or over; and
  - iv. have a valid motorcycle licence "A" for heavy motorcycles over 35kW.
- c) The Competition is not open to directors, members, partners, employees, agents or consultants of H-D, any person who directly or indirectly controls or is controlled by H-D, or any supplier of goods or services in connection with the Competition, or their spouses, life partners, business partners or immediate family members.
- d) By entering the Competition, you hereby warrant that all information submitted by you is true, current and complete. H-D reserves the right to verify the eligibility of all participants and disqualify a participant for submitting false information.
- e) In the case of a Team Entry, all of the team members must meet the requirements of this clause 2. There is no minimum or maximum limit on team member numbers.

## 3. How does the Competition work?

- a) No purchase is necessary to enter the Competition and entry is free.
- b) To enter the Competition, participants must complete the online entry form at <u>www.thegreatrelay22.com</u> during the Competition Period (an "Entry"). In the case of a Team Entry, only one (1) entry form needs to be completed to include the details of the team's main contact.
- c) The entry form will require participants to create a video application (the "Video") explaining the following: (a) why they are the perfect person or team to win the Competition, (b) which places they will definitely visit should they win the Prize, (c) their rough planned route should they win the Prize, and (d) how they would share their journey with fellow H.O.G. members should they win the Prize. For example, participants could describe their filming or video-editing skills, experiences with H.O.G., experience in documenting motorcycle trips, or experience with a GoPro etc.
- d) The Video must:
  - i. Be in reasonable English;
  - ii. Not be more than four (4) minutes in length; and
  - iii. Be uploaded to the entry form as a link where indicated. The Video should be uploaded to the participant's own YouTube or Vimeo channel, or their own Facebook or Instagram, and as such, must comply with the relevant length/format requirements of the platform that the participant chooses to upload the Video to. In the case of a Team Entry, the team is encouraged to upload the Video to their official H.O.G. social media accounts.
- e) Each participant can submit a maximum of one (1) Individual Entry plus one (1) Team Entry. For the avoidance of doubt, the Video for the Individual Entry and Team Entry must be different (i.e. the participant cannot use the same Video twice). If a submission fails to satisfy any or all requirements of an Entry, it will not be counted as a valid Entry and will be void.
- f) All Entries must be received by H-D during the Competition Period, or they will be void. H-D will not accept responsibility for:
  - i. Competition Entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
  - ii. any change in dates, times or cancellations or other arrangements that may prevent a winner from accepting, taking or using the Prize.

- g) On 17 March 2022, one (1) winner will be selected by a jury of three (3) members of H-D staff and two (2) independent external parties from all valid Entries received. The job titles of the H-D jurors are as follows: Country Manager H-D Benelux & Nordics; Marketing Manager H-D Benelux & Nordics; and Brand Anchor Agency & External Project Manager for H-D Benelux & Nordics. The external jurors will be from Bigtwin Netherlands Belgium and Bigtwin Sweden. The winning Entry will be chosen based on the creativity and authenticity of the Video, the participants' enthusiasm and the strength of the participants' communication skills (including English language skills). Entries will be judged based on interesting and creative concepts and set locations, high-quality video editing, originality and encapsulating the H.O.G. spirit and values.
- h) H-D will send the full names of the judges to anyone who writes to H-D requesting these details (and who encloses a self-addressed envelope) at the address set out in clause 1(a) within one (1) month of the end of the Competition Period.
- i) The winner will be notified on 17 March 2022 via email to the email address they provided on the online entry from ("Notification").
- j) The Prize must be claimed in accordance with the instructions in the Notification message within seven (7) days of the Notification (the "Claim Period") by emailing H-D at the email address specified in the Notification. In order to receive their Prize, the winner will also need to provide H-D with any further information requested by H-D, in accordance with the instructions set out in the Notification within the Claim Period. In the case of a Team Entry, this information will include the H.O.G. membership numbers and heavyweight motorcycle licences of the remaining team members. In order to claim the Prize, the winner (and in the case of a Team Entry, every member of the team who will be riding the motorcycle on the Trip (defined below)) must agree to and sign the waiver form that shall be provided by H-D ahead of the Trip. Failure to claim the Prize in accordance with the instructions in the Notification within the Claim Period will result in the forfeit of the Prize and an alternative winner will be chosen.
- k) The winner will receive the Prize within the timeframe agreed separately between H-D and the winner after the winner provides H-D with the information requested in the Notification (as set out in clause 3(j)). The Prize journey is to be completed between 7 May 18 June 2022.
- I) The winner may be required to provide H-D with proof of identification (for each team member, in the case of a Team Entry) in order to verify compliance with the eligibility requirements for the Competition.
- m) If a winner is found to be ineligible or fails to comply with the Terms, then the winner may, in H-D's sole discretion, be disqualified and an alternative winner will be selected.

## 4. What is the Prize?

- a) There will be one (1) winner selected from all valid Entries received (including Individual Entries and Team Entries). For the avoidance of doubt, there will be one (1) total Prize, to be won either by an individual or a team.
- b) The winner will receive:
  - a trip on a Harley-Davidson Pan America 1250 motorcycle (the "Trip"), travelling through Belgium, the Netherlands, Luxembourg, Denmark, Finland, Sweden and Norway and visiting the H.O.G. community in these countries. H-D will provide the winner with a suggested Great Relay route (15,000km in length) but this is not mandatory to follow (except that the Trip must run through each of the seven (7) countries listed above). The Pan America motorcycle shall be waiting for the winner at Cap's Harley-Davidson Copenhagen in Denmark: Vestre Hedevej 24, DK-4000 Roskilde;
  - ii. a travel budget of EUR 5,000 to be used only to pay for expenses during the Trip (e.g. hotels, fuel and ferries) (the "Travel Budget"). The Travel Budget must be spent in the manner agreed between H-D and the winner ahead of the Trip. The Travel Budget is to be transferred to the winner via bank transfer one month prior to the Trip start date. If a team has been chosen as the winner, H-D and the winning team shall agree separately as to whom from the team shall receive the Travel Budget. It is the responsibility of the team to decide (as agreed with H-D) how the Travel Budget shall be allocated amongst the team;
  - iii. H-D will be responsible for paying one (1) individual participant's (i.e. an individual winner or one (1) person from the winning team) transport costs to and from the Trip (i.e. to Cap's Harley-Davidson Copenhagen and from the Great Relay in Belgium), with the method of transport to be determined by H-D at its sole discretion, and as agreed between H-D and the winner separately. For the avoidance of doubt, H-D will not be responsible for paying the whole team's transport costs to and from the Trip in the case of a team winner. It is the responsibility of the team to decide which one (1) team member shall receive the transport costs to and from the Trip;
  - iv. a GoPro HERO 10 to be used to document the Trip (to be returned to H-D at the end of the Trip); and

- a TomTom Rider 550 motorcycle GPS navigation device (to be returned to H-D at the end of the Trip) (together, the "Prize").
- c) The dates and times for the Prize are subject to availability and shall be agreed mutually between H-D and the winner, but the Trip is to be finished and the Pan-America motorcycle, GoPro and TomTom returned (in a manner as agreed between the parties) at the Great Relay in Belgium on 18 June 2022. The maximum Trip length is six (6) weeks. During the Trip, the winner must visit a minimum of twenty (20) H.O.G. chapters from the list at Appendix 1 during the Trip and document the different chapters by photographing and filming the Trip. The winner shall provide H-D with an approximate route for the Trip at least fourteen (14) days ahead of the Trip start date.
- d) The administration and logistics of the Trip shall be discussed and agreed with the winner in advance of the Trip, in April.
- e) The winner will be required to share sufficient photos and videos of the Trip with H-D such that H-D can publish at least four (4) posts per week on social media throughout the Trip. Such photos and videos are to be edited by the winner prior to them being shared with H-D. The winner is also encouraged to share such photos and videos and any additional content via their own social media channels, tagging @TheGreatRelay and using the hashtag "#thegreatrelay". Any content shared by the winner must comply with H-D's social media guidelines, such guidelines to be made available to the winner ahead of the Trip. The provision of video and photo editing training for the winner may be organised by H-D prior to the Trip at H-D's sole discretion, depending on the winner's prior experience with photo and video editing.
- f) The Harley-Davidson Pan America 1250 motorcycle may only be ridden by the winner or members of the winning team during the Trip, subject to verification of all riders' motorcycle licences and signatures of the waiver form as required by H-D.
- g) In the event that there are any technical or mechanical issues with the Harley-Davidson Pan America 1250 motorcycle during the Trip, the winner or winning team should contact H-D via telephone at 0031 6248 48 349. Maintenance or repairs of the motorcycle must only be made by an official Harley-Davidson dealer and following the approval of H-D.
- h) For information regarding insurance of the Harley-Davidson Pan America 1250 motorcycle, please refer to Appendix 2. The terms in Appendix 2 form part of the Terms and shall be binding on the winner and members of the winning team.
- i) The Prize is non-transferable, non-exchangeable, and has a cash value of zero. The Prize is for personal use only and are not for resale. The Prize may be forfeited in the event that H-D determines that the Prize is being misused. H-D reserves the right to substitute a prize of an equal or greater value in its absolute discretion. In the event that circumstances make the Prize unavailable within the timescale set out in clause 4(c), H-D will work with the winner to reschedule the Prize at a mutually convenient time.

# 5. Intellectual Property Rights and Use of Submissions

- a) By submitting an Entry to the Competition, participants (and teams, in the case of Team Entries) agree that any Video used as part of their Entry is their own original creation and will not infringe the intellectual property rights or other rights of any third party.
- b) Participants will retain ownership of the copyright in their Entries to the Competition.
- c) By submitting an Entry to the Competition, the participant grants H-D the worldwide right to use the Entry in relation to the Competition, in advertising and/or marketing of H-D's products and brand. Such use may include, without limitation, reproducing, copying, translating, adapting, publishing or making available the Entry on H-D's websites, on any social media account controlled by H-D (or approved third-party partners/affiliates), and in H-D's other advertising and/or marketing materials. The rights granted in this clause are perpetual (i.e. they last forever), and royalty-free (i.e. the participant will not be entitled to any compensation or other payments from H-D). For the avoidance of doubt, a participant's Entry includes the Video.
- d) All participants irrevocably waive all moral rights in their Entries to which they are entitled.

# 6. General

- a) The winner may be asked to take part in reasonable publicity in connection with the Competition (in addition to documenting the Trip).
- b) H-D reserves the right to amend the rules of the Competition, to withdraw the Competition at any time if circumstances beyond its control make this unavoidable, or to cancel the Prize in the event of noncompliance with these Terms.
- c) H-D will use your personal details to contact you for administrative purposes relating to this Competition.
- d) H-D will keep your personal information safe and will use your personal information in accordance with the privacy policy available on its website (<u>https://www.harley-</u> <u>davidson.com/gb/en/footer/utility/privacy-policy.html</u>).
- e) The individual winner's or team winners' (as applicable) surname(s) and geographical location(s) will be made available. The individual winner or team winners (as applicable) will have the right to object to

this information being published or to request a reduction in the amount of information being published. H-D may be required to provide this information to the relevant regulatory authorities.

- f) The decision of H-D regarding any aspect of the Competition is final and binding and no correspondence will be entered into about it.
- g) Any cancellation or changes will be posted on the Competition page (<u>https://thegreatrelay22.com/terms-and-conditions/</u>).
- h) With the exception of liability which cannot be excluded by law, H-D is not liable for, and you release H-D from, liabilities relating to any direct or indirect loss or damage which is suffered as a result of entering the Competition, failing to win, winning, accepting or using a Prize.
- i) These Terms shall be governed by Dutch law, and the parties submit to the exclusive jurisdiction of the courts of the Netherlands.

# Appendix 1: List of official H.O.G. Chapters eligible to enter the Competition

| Chapter Name                         | Country     |
|--------------------------------------|-------------|
| Limburg Chapter Netherlands          | Netherlands |
| Bridge Chapter                       | Netherlands |
| Corridor Chapter The Netherlands     | Netherlands |
| North-East Holland Chapter           | Netherlands |
| Rock City Chapter Amersfoort Holland | Netherlands |
| World Port Chapter The Netherlands   | Netherlands |
| Lakes Chapter Holland                | Netherlands |
| Coast Riders Chapter Alkmaar         | Netherlands |
| Delta Chapter Holland                | Netherlands |
| Luxembourg Chapter                   | Luxembourg  |
| Flanders Fields Chapter Belgium      | Belgium     |
| Liege Chapter Belgium                | Belgium     |
| Orval Country Chapter Belgium        | Belgium     |
| Maasland Chapter Belgium             | Belgium     |
| Kempen Chapter Belgium               | Belgium     |
| Mons Chapter Hainaut Belgium         | Belgium     |
| Brussels Chapter Belgium             | Belgium     |
| Westpoort 66 Chapter                 | Belgium     |
| Namur Chapter Belgium                | Belgium     |
| Zenne-Dyle Chapter Belgium           | Belgium     |
| Belgian Metropole Chapter            | Belgium     |
| Ghent Chapter Belgium                | Belgium     |
| Helsingborg Chapter                  | Sweden      |
| Goteborg Chapter Sweden              | Sweden      |
| Stockholm Chapter Sweden             | Sweden      |
| Lulea Chapter Sweden                 | Sweden      |
| Jarvso Chapter Sweden                | Sweden      |
| Trollhattan Chapter Sweden           | Sweden      |
| Umeå Chapter                         | Sweden      |
| Sundsvall Chapter                    | Sweden      |
| Chapter North Finland                | Finland     |
| Capital Chapter Finland              | Finland     |
| Pohjanmaa Chapter Finland            | Finland     |
| Tampere Chapter Finland              | Finland     |
| Turku Chapter Finland                | Finland     |
| Copenhagen Chapter                   | Denmark     |
| Faroe Islands Chapter                | Denmark     |
| Chapter 1 Aros Denmark               | Denmark     |
| Chapter Jylland SYD                  | Denmark     |
| Bergen Chapter Norway                | Norway      |
| Chapter South East                   | Norway      |
| Chapter Ostfold Norway               | Norway      |
| Chapter Sørlandet                    | Norway      |
| Chapter Rogaland Norway              | Norway      |
| HOG Oslo Chapter Norway              | Norway      |
| Arctic Chapter                       | Norway      |
| Arctic Chapter                       | Norway      |

Appendix 2: Insurance of the Harley-Davidson Pan America 1250

### **INSURANCE HARLEY-DAVIDSON PAN AMERICA 1250 SPECIAL**

Insured with Combi Motors Verzekeringen BV in The Netherlands. www.combimotors.nl

The motorcycle is fully insured: based on Full Casco insurance.

The insurer will never recover costs from the driver \*.

The liability insurance that applies on the policy covers damage caused to a third party. This includes both property and personal damage.

The Full Casco insurance covers the damage to the insured object.

The policy does not cover the driver's personal injury.

The policy does, however, cover assistance after an accident, which does not include breakdowns due to mechanical use.

### - One-sided damage: theft, collision, fall (the driver causes the accident)

The motorcycle is fully insured. <u>No costs will be recovered from the driver</u>. The policy does not cover the driver's personal injury.

### - Two-sided damage: (another party caused the accident)

The costs are recovered from the insurer of the other party. Costs for personal damage of the driver, such as clothing, can therefore be submitted.

#### - Accident caused by other circumstances such as fire, crossing animals, bad road surface, malfunction of the motorcycle

Motorcycle is fully insured. <u>No costs will be recovered from the driver</u>. The policy does not cover the driver's personal injury.

### The costs will only be recovered from the driver if \*:

- The driver was not authorized to drive
- The driver did not have a valid driver's license
- The driver caused the damage intentionally or through recklessness
- The driver was under the influence of narcotics such as alcohol or drugs

### Conditions in regard to storage:

The motorcycles must be stored in a locked space between 11 pm and 7 am and must be locked with both the fork lock and an ART 4/5 approved lock. The locks are supplied with the motorcycles.

These conditions apply to the following countries: Belgium, the Netherlands, Luxembourg Denmark, Finland, Sweden, Norway Germany, England Ireland, Northern Ireland Wales, Scotland