

HARLEY-DAVIDSON'S 2020 LIVEWIRE® MOTORCYCLE TEST RIDE PROMOTION

THE FIRST 200 ELIGIBLE PARTICIPANTS TO TEST RIDE A HARLEY-DAVIDSON® LIVEWIRE® MOTORCYCLE PER PARTICIPATING HARLEY-DAVIDSON™ EV AUTHORIZED DEALER IN THE UNITED STATES AND CANADA WILL RECEIVE ONE (1) HARLEY-DAVIDSON® LIVEWIRE™ SPECIAL EDITION POSTER AND ONE (1) LIVEWIRE™ SPECIAL EDITION T-SHIRT. PROMOTION IS VALID SEPTEMBER 18, 2020 THROUGH DECEMBER 31, 2020. LIMITED QUANTITY AVAILABLE.

To participate, head in to your local participating Harley-Davidson EV Dealer and test ride a LiveWire motorcycle during the Offer Period (September 18 – December 31, 2020). Dealer participation may vary; test rides are subject to weather, LiveWire model availability, local EV dealer rules and requirements, and other restrictions; test rides available on first-come, first-served basis, to the first 200 Eligible Participants per EV dealership. Test ride rules and requirements are determined by individual EV dealerships and may vary by location; no cost to Eligible Participants for test riding a LiveWire motorcycle. Limit (1) offer redemption per Eligible Participant.

HARLEY-DAVIDSON'S 2020 LIVEWIRE® MOTORCYCLE TEST RIDE PROMOTION – TERMS & CONDITIONS

All federal, state, provincial, and local laws and regulations apply. Harley-Davidson's 2020 LiveWire Motorcycle Test Ride 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 Eligible Participant. Once all 200 Promo Items have been redeemed at an applicable dealership, this offer will automatically terminate at that dealership.

1. OFFER OVERVIEW

Harley-Davidson is offering Eligible Participants the opportunity to receive one (1) Harley-Davidson® LiveWire™ special edition poster and one (1) LiveWire™ special edition t-shirt ("**Promo Items**") by test riding a LiveWire motorcycle at a participating authorized Harley-Davidson EV Dealership during the period September 18, 2020 through December 31, 2020 ("**Offer Period**"). To participate in this Program, Eligible Participants must take a test ride on a LiveWire motorcycle during the Offer Period (the "**Test Ride Offer**"). See below for additional details and restrictions.

2. ELIGIBLE PARTICIPANTS

Eligible participants include individuals who **must** (i) be able to safely ride a bicycle; (ii) have a valid driver's license with an M endorsement, a license to operate a motorcycle, or motorcycle learner's permit (license/permit requirements vary by state, so please confirm the requirements for YOUR state prior to enrollment); (iii) fulfill any other safety or other requirements as determined by your local EV dealer (each, an "**Eligible Participant**", and collectively, the "**Eligible Participants**").

This Test Ride Offer is limited on a first come first serve basis to the first 200 Eligible Participants to test ride a LiveWire motorcycle at a participating H-D™ EV Dealership during the Offer Period. Once 200 Eligible Participants have test ridden a LiveWire model at a participating H-D EV Dealership, this offer will automatically terminate at such dealership. Dealership and Harley-Davidson Motor Company cannot guarantee size availability of the Promo T-shirt.

3. OFFER PERIOD

The “Offer Period” is September 18, 2020 through December 31, 2020 or until 200 Eligible Participants have test ridden a LiveWire motorcycle at such H-D EV Dealership.

4. HOW TO PARTICIPATE – Test Ride OFFER

Beginning September 18, 2020, to participate in the Test Ride Offer, Eligible Participants must do ALL of the following in order to qualify for the offer:

- a. **Confirm Eligibility:** To participate in the Test Ride Offer, Eligible Participants **must** (i) be able to safely ride a bicycle; (ii) have a valid driver’s license with an M endorsement, a license to operate a motorcycle, or motorcycle learner’s permit (license/permit requirements vary by state, so please confirm the requirements for YOUR state prior to enrollment); and (iii) fulfill any other safety or other requirements as determined by your local EV dealer.
- b. **Visit a Participating H-D EV Dealership:** Visit a participating Harley-Davidson EV Dealership (see www.h-d.com/learntoride for list of participating US dealerships or contact your local EV dealership) and provide all information the dealership requires to test ride a LiveWire. Contact your local participating Harley-Davidson EV Dealership for more information and to schedule a test ride.
- c. **Test Ride a LiveWire Motorcycle:** Test rides must occur between September 18, 2020 and December 31, 2020.

***PLEASE NOTE:** The requirements for test riding a motorcycle may vary by state/province or among participating Harley-Davidson EV dealerships; please contact your local EV dealer for specific details.

5. ADDITIONAL TERMS, CONDITIONS & RESTRICTIONS ON TEST RIDE OFFER

Test Ride Promo Item Offer is limited to one (1) test ride per Eligible Participant; Eligible Participants are responsible for all other costs and expenses, including but not limited to any and all required insurance and safety equipment. Test Ride Offer applies only to test rides of Harley-Davidson LiveWire motorcycles; test rides of any other motorcycle models are not eligible for the Test Ride Offer.

Test rides at EV dealerships are subject to LiveWire model availability, and the opportunity to take a test ride may be limited for safety, weather, sickness or any other reason at the H-D EV dealership’s discretion. Note: **Eligible Participants may be required to wear a mask, execute a participation waiver, and/or take other safety protections during a test ride, and a EV dealership may refuse a test ride if an individual refuses to comply with stated safety protections.** If a Eligible Participant is unable to take a test ride during the Offer Period, no compensation or alternative benefit will be provided. Dates, times, and locations for the test ride will vary by Harley-Davidson EV dealership and may be subject to change or cancellation based on weather and other causes beyond Harley-Davidson’s reasonable control.

Eligible Participants participating in the Test Ride Offer will be required to complete any and all necessary test ride paperwork to participate and agree to and abide by all Harley-Davidson rules, regulations, and requirements that may be in effect at each particular EV dealership location. If, for safety reasons, an Eligible Participant requires more than standard adjustments to a LiveWire motorcycle (i.e., adjustments to the seat, suspension, and/or handlebars), that Eligible Participant may

not be allowed to participate in the Test Ride 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 before beginning a test ride. If Eligible Participant's license (or permit) was issued from a state/province different from the state/province 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.

6. PROGRAM LIMITATIONS; RELEASE

Limit one (1) offer redemption per Eligible Participant. Each Test Ride Offer is non-transferable, and no substitutions, cash-outs, or alternative merchandise will be provided. Each Test Ride Offer is strictly conditioned on the 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 taking a LiveWire motorcycle test ride during the Offer Period; and/or (ii) timely submitting any and all 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 Test Ride Offer, "disqualification" will mean that the Eligible Participant will not receive the Promo Items.

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, its and 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 Test Ride Offer, administration of the Program, or errors relating to the announcement of eligibility or qualification for any test ride. 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, pandemic, 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/provincial or local government law, rule, order or regulation, or order of any court in any 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. Harley-Davidson reserves the right to change or terminate the Program at any time, without notice.

7. DISPUTES/CHOICE OF LAW

EXCEPT WHERE PROHIBITED, EACH ELIGIBLE PARTICIPANT AGREES THAT: (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS TEST RIDE 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) ELIGIBLE PARTICIPANT HEREBY WAIVES ALL RIGHTS TO CLAIM SPECIAL DAMAGES AND ALL RIGHTS TO HAVE SUCH SPECIAL DAMAGES MULTIPLIED OR INCREASED. WISCONSIN LAW, WITHOUT REFERENCE TO CHOICE OF LAW RULES, GOVERNS THE RA OFFER AND ALL ASPECTS RELATED THERETO.

8. 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> and <https://www.harley-davidson.com/ca/en/footer/utility/privacy-policy.html> (as applicable), and as revised from time to time.

9. SPONSOR

Harley-Davidson Motor Company, Inc., 3700 West Juneau Avenue, Milwaukee, WI 53208.