

“HARLEY DAVIDSON SUPER HERO CUSTOMS” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian and New Zealand residents. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-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. Promotion commences 15/08/2016 and ends 11:59pm AEST on 11/09/2016 (“Promotional Period”).
5. To enter, eligible individuals must visit www.h-dmarvelcustoms.com and follow the prompts to the entry page, input all requested details including their full name, valid email address, contact phone number, age bracket, post code, country, their vote for their favourite superhero custom design as displayed on the website, and submit the fully completed form during the Promotional Period.
6. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
7. Incomplete or indecipherable entries will be deemed invalid.
8. Only one (1) entry permitted per person.
9. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

10. The draw will take place at the Promoter's office at 1 Sirius Road, Lane Cove West, NSW 2066, Australia on 12/09/2016 at midday AEST. The winner will be notified in writing by email and also by telephone within two (2) business days of the draw and their name will be published on www.h-dmarvelcustoms.com on 13/09/2016. The Promoter reserves the right to draw reserve entries and record them in order in case of an invalid or ineligible entrant.
11. The Promoter's decision is final and no correspondence will be entered into.
12. The first valid entry drawn will win a trip for four (4) people to Los Angeles, California, USA valued at up to AUD\$21,020 depending on date and point of departure. Prize includes:
 - Four (4) return economy airfares from winner's nearest Australian or New Zealand international airport to Los Angeles, California;
 - Return airport to accommodation transfers;
 - Four nights 3-star accommodation at the Ramada Plaza Hotel in West Hollywood;
 - Private tour of Legacy Effects including return transfer to accommodation;
 - iFly Hollywood Experience;
 - Four (4) tickets to Disneyland including return transfer to accommodation;
 - USD\$400 Pre-Paid Credit Card (\$535 in AUD at current exchange rates);
 - Overnight tour of Las Vegas, Nevada, including return transfers to Los Angeles, one (1) nights accommodation in a 4-star hotel at Las Vegas, and a three (3) course meal at the Harley-Davidson Café in Las Vegas;
 - Tour of Marvel's S.T.A.T.I.O.N at Treasure Island, Las Vegas; and
 - Travel insurance.
13. Additional spending money, meals and transfers, as well as taxes (excluding airline and airport taxes), passports, visas, vaccinations, transport to and from departure point, items of a personal nature, in-room charges and all other ancillary costs are not included. Prize must be taken within twelve (12) months of winner notification and is subject to booking and flight availability. Prize cannot be taken during peak periods over Christmas, Easter and summer holidays (northern hemisphere). Winner must give the Promoter at least sixty (60) days notice of their preferred travel date and must, on request, provide up to three (3) alternatives.
14. During the entire duration of the prize, a nominated parent/guardian must accompany any person under 18 years of age. At least one (1) of the prize takers must be over 18 years of age.
15. The winner and their companions are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation including ESTA waivers for travel to the USA.

16. The winner and their companions must depart from and return to the same departure point and travel together. Itinerary to be determined by the Promoter in its absolute discretion.
17. Frequent flyer points will not form part of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers. The winner may be required to present their credit card at time of accommodation check in.
18. The winner and their companions will each be required to fully complete a travel insurance application form provided by the Promoter, and may also be required to undergo medical tests as required by the Promoter's nominated travel insurer, in order to redeem the travel insurance element of the prize. Any person found guilty of insurance fraud or failure to honestly and accurately disclose all relevant insurance information at the time of applying for a travel insurance policy or when making a claim forfeits any rights or entitlements to the travel insurance element of the prize. Travel insurance will be provided by the Promoter's nominated travel insurer, and subject to approval by the travel insurer. In the event that the Promoter's nominated travel insurer refuses to issue insurance to the winner and/or companions, the winner forfeits that travel insurance element of the prize. Travel insurance is subject to the terms and conditions issued by the Promoter's nominated travel insurer, including but not limited to any limitations on the covered amount.
19. If for any reason the winner does not take the prize (or an element of the prize) at the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.
20. If the winner of the prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
21. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
22. Total prize pool value is up to AUD\$21,020. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
23. A draw for the prize, if unclaimed, may take place on 12/12/2016 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner will be notified in writing by email and also by telephone within two (2) business days of the draw and their name will be published on www.h-dmarvelcustoms.com on 13/12/2016.
24. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any

outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

25. If this promotion 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
26. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
27. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia or any statutory consumer guarantees as provided under consumer protection laws in New Zealand ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
28. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) taking of the prize.
29. As a condition of accepting the prize, the winner (and their companions) must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form. In the event a winner or winner's companion is under the age of 18, a nominated parent/legal guardian of such person will be required to sign the legal documentation required under this clause on their behalf.

30. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian or New Zealand regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at http://www.harley-davidson.com/content/h-d/en_AU/footer/utility/privacy-policy.html. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter may disclose PI overseas in accordance with its Privacy Policy.
31. The Promoter is Harley-Davidson Australia Pty Ltd (ABN 83 098 483 259) of 1 Sirius Road, Lane Cove West, NSW 2066, telephone (02) 9886 0600.

NSW Permit No. LTPS/16/06089. ACT Permit No. TP16/01516. SA Permit No. T16/1369.