

**Prize Draw to win a motorcycle tour to the 30th annual European H.O.G.® Rally in Senigallia, Italy
("Prize Draw")**

Terms & Conditions

Promoter: Tymit Ltd, 5 Merchant Square, London W2 1DP. ("**Promoter**").

1) ELIGIBILITY

To be eligible to enter the Prize Draw: you ("**Participant**") should;

- a) own a Harley-Davidson® Credit Card in your own name and hold an active account on the draw date to qualify
- b) be a resident of the UK or Northern Ireland and hold a valid passport for travel to Europe
- c) hold a valid UK motorcycle license and be able to participate in a long-distance motorcycle tour or be willing to travel as a pillion behind a friend or family member.

The Prize Draw is not open to directors, members, partners, employees, agents or consultants of the Promoter or any person who directly or indirectly controls or is controlled by the Promoter, or any supplier of goods or services in connection with the Prize Draw, or the spouses, life partners, business partners or immediate family members of any individual employed by the Promoter.

Prize Draw is subject to all local laws and regulations where offered.

2) HOW TO ENTER

To enter the Prize Draw, Participants will receive ONE entry ticket after they have made a single purchase (any value) made with your HARLEY | CLASSIC CARD™ or TWO entry tickets after you have

made a single purchase (any value) made with your HARLEY | ULTRA CARD™ during the promotional period. The promotion will run from 1 March 2024 until 5th April 2024

3) PRIZE

There will be ONE Winner. The Winner will receive a place on the fully guided, round-trip Tour1 European tour to the Harley-Davidson® Rally, Senigallia, starting Friday 31 May to Tuesday 11 June 2024 - <https://www.tour1.com/motorcycle-tours/senigallia/> ('the Prize'), returning on a three-day riding schedule. The Prize is ONE riding place on the Tour1 tour and ONE optional passenger (pillion) place (Standard option, worth £3,870) including:

- outbound and return channel tunnel crossing
- three and four star accommodation in terrific locations on route to Senigallia
- breakfast every day
- two evening meals on our journey to Senigallia
- pre-purchased motorway vignettes
- well-researched routes to provide you with fantastic roads to ride
- experienced tour guide to lead the tour
- a back marker / sweep
- Tour1 T-Shirt
- comprehensive tour itinerary
- GPS routes for your sat nav (if you want them)
- tips for riding in Europe guide
- staying in a 3-star hotel in Senigallia
- all hotels to get to Senigallia and the hotels for the option 1 return journey

The Prize includes rider and pillion sharing one room. Additional options are available at the Winner's cost. The Winner will be contacted to discuss these options in advance. It is the Winner's responsibility to source a Harley-Davidson motorcycle to be used on the tour. The Senigallia Rally is free to enter and tickets are not required.

The Winner can be the rider or the pillion. In the event that the Winner is unable to accept the Prize or has already purchased a place on the Tour, the Winner may nominate an alternative eligible rider to transfer the Prize to. As a place on the Tour will need to be booked, the Winner or their nominee will

have a limited time in which to confirm they accept the Prize. If the Winner is unable to source an alternative eligible rider, the Winner will forfeit the Prize, and the Promoter reserves the right to redraw another eligible Winner. In all other instances, the Prize is non-transferable, non-exchangeable, and has a cash value of zero.

The Prize is for personal use only and is not for resale. The Prize may be forfeited in the event that the Promoter determines that the Prize is being misused. The Promoter reserves the right to substitute a Prize of an equal value in its absolute discretion.

4) SELECTION OF THE WINNER

The Winner will be selected in a random draw through a software program operated by an independent third party on or about 12 April 2024, in the United Kingdom from among all eligible entries submitted (the “Winner”). There shall be one Winner picked from all entries. The Winner will be announced no later than 19 April 2024 and the Winner shall be contacted prior to the announcement and will be provided with 24 hours to confirm acceptance. Awarding of Prize is subject to verification of Winner’s eligibility and identity to Promoter’s reasonable satisfaction.

Promoter reserves the right to disqualify individual Participants from the Prize Draw if there are justifiable grounds, e.g. infringement of the rules of participation or influencing the Prize Draw, such as manipulation of entry forms. Should a Winner be picked through the random draw that does not meet the eligibility criteria or is disqualified through Promoter’s sole discretion, Promoter shall have a new Winner picked through a second random draw and this process shall be repeated until a Winner is drawn who meets all of the eligibility criteria before 19 April 2024.

5) PUBLICITY RELEASE

Except where prohibited, the Winner may be requested to take part in any publicity resulting from this Prize Draw. Publicity related to this Prize Draw will at a minimum include the release of the Winner's surname to those who contact Promoter to obtain the name of the Winner.

6) DISPUTES/CHOICE OF LAW:

By entering the Prize Draw, Participant agrees to accept and abide by these Terms & Conditions and agrees that any dispute with regard to the conduct of this promotion, rule interpretation or award of Prize shall be submitted to Promoter, whose decision shall be binding and final. Promoter reserves the right to amend these terms and conditions at any time.

The Winner also agrees to accept and abide by the Terms & Conditions of Tour 1, which can be viewed here: <https://www.tour1.com/terms-and-conditions/>

Except where prohibited, each Participant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this promotion or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the courts of England and Wales, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; (3) no punitive, incidental, special, consequential or other damages, including without limitation, lost profits, may be awarded (collectively, "**Special Damages**"), and (4) Participant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. English law governs the promotion and all aspects related thereto.

7) DATA PROTECTION AND PRIVACY

Personally identifiable information (including e-mail addresses, names, addresses, etc.) that is submitted by Participants as part of this promotion will be used only to administer the promotion, select Prize Winner and fulfill the Prize, and will be treated in accordance with all applicable data protection laws

and Promoter's privacy policy accessible at <https://tymit.com/harley-davidson-privacy-policy>. In particular, Promoter points out, that without explicit consent of the Participant, such personally identifiable information of the Participant will not be passed on to or left for use by third parties save for the use of such information for the purposes described in this clause.