

Terms & Conditions updated on December 1, 2022. Please note additional mileage rewards.

Harley-Davidson® Ride 365 – Annual Mileage Recognition Program

TERMS & CONDITIONS

NO PURCHASE NECESSARY FOR HARLEY OWNERS GROUP® (“H.O.G.®”) MEMBERS TO PARTICIPATE IN THE H-D™ RIDE 365 ANNUAL MILEAGE RECOGNITION PROGRAM.

PROGRAM IS SUBJECT TO ALL FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

YOU ARE PARTICIPATING IN THIS PROGRAM AT YOUR OWN RISK. ALWAYS RIDE SAFELY AND RESPONSIBLY.

OVERVIEW: Each new riding season brings excitement back to the road. Track your annual miles to earn badges, certificates, patches, coins, and H-D™ Promo Cards after reaching the mileage milestones set forth in the table below.

PROGRAM PERIOD: The Annual Mileage Recognition Program (the “Program”) begins on January 1, 2023 and ends at 11:59 p.m. U.S. Central Time (“CT”) on December 31, 2023.

ELIGIBILITY: The Program is open to all H.O.G.® members (including Full Time members and Associate members) who are: (i) legal U.S. residents; (ii) 18 years of age or older and have reached the age of majority in their respective U.S. state of residence.

GENERAL INSTRUCTIONS: To participate the Program, H.O.G. members will need to have the odometer of their motorcycles recorded at least two times a year at a participating H-D® dealership to determine their respective annual mileage – once on or after January 1, 2023, and once on or before December 31, 2023. H.O.G. members will be automatically signed up to participate in the Program after the first mileage recording is taken. (Please note that other H-D™ Ride 365 activities, such as Ride 365 Destination Challenges, may require H.O.G. members to sign up online at hog.com.) The mileage earned between January 1, 2023 and December 31, 2023 – based on the difference between the earliest odometer reading in 2023 and the latest odometer reading in 2023 – will be used to calculate the total number of miles ridden in 2023. PLEASE NOTE: Odometer readings must be recorded by a participating H-D dealership, and only those odometer readings will be used for purposes of the Program. Sponsor reserves the right to disqualify or exclude any odometer readings that, in Sponsor’s sole determination and discretion, appear to be corrupted, altered, or otherwise irregular.

Eligible H.O.G. members who ride the stated number of miles in 2023 will earn the following rewards:

	REWARDS
1,000	Digital badge
2,500	\$50 H-D™ Digital Promo Card, digital badge
5,000	Digital badge
7,500	Digital badge
10,000	\$100 H-D™ Digital Promo Card, digital badge, certificate, patch
15,000	Digital badge, certificate, patch
20,000	Digital badge, certificate, patch
25,000	Digital badge, certificate, patch, coin
50,000	Digital badge, certificate, patch, coin
75,000	Digital badge, certificate, patch, coin
100,000	Digital badge, certificate, patch, coin

ADDITIONAL TERMS AND CONDITIONS: Individuals participate in the Program at their own risk. Please ride safely and responsibly at all times.

The Harley-Davidson™ Promotion Card is issued by Pathward® N.A., Member FDIC. Use of this card constitutes acceptance of the terms and conditions stated in the Cardholder Agreement. For Cardholder Agreement inquiries or information: www.h-dgiftcard.com. This Promotional Card is the property of, and funded by, Harley-Davidson. You may use this card only to purchase goods and services at authorized, participating U.S. Harley-Davidson® dealer locations and on h-d.com. The Promotional card will expire on the date listed on the front of the card. After the expiration date you will not be able to use this card and any remaining funds will revert and be returned to the promotional provider.

H-D™ Promo Cards will be issued quarterly based on available mileage recordings and will be fulfilled using the information provided by H.O.G.® members to Sponsor. *By way of example, for H.O.G. members who ride at least 2,500 miles and record their mileage at a participating H-D® dealership on or before March 31, 2023, H-D will issue their \$50 H-D™ Promo Cards on May 1 (expires June 30); those who record their mileage on or before June 30 will receive \$50 H-D™ Promo Cards on August 1 (expires September 30); those who record their mileage on or before September 30 will receive their \$50 H-D™ Promo Cards on November 1 (expires December 31); and those who record their mileage on or before December 31 will receive their \$50 H-D™ Promo Cards on February 1, 2024 (expires March 31, 2024).*

H-D™ digital badges, certificates, patches, and coins have no intrinsic value (i.e., priceless). H-D digital badges will be fulfilled approximately twenty-four (24) hours after Sponsor receives qualifying mileage recordings. Physical items (i.e., certificates, patches, and coins) will be provided within twelve weeks following the end of the Program using the information provided by H.O.G. members to Sponsor. Rewards are non-transferable, and no cash-outs will be provided. No substitutions of rewards will be provided unless determined in the sole discretion of the Sponsor. All taxes on rewards (if any) are the sole responsibility of participants.

Sponsor reserves the right to disqualify a participant or to exclude any miles that, in Sponsor's sole

determination and discretion, appear to have been recorded incorrectly or that appear to be corrupted, altered, or otherwise irregular.

By participating, participants agree that they have read, accepted, and will abide by these Terms & Conditions and agree that any dispute with regard to the conduct of this Program, rule interpretation and application, the provision of rewards, or any other matter related to the Program, shall be submitted to Sponsor, whose decision shall be binding and final. Sponsor retains licenses, trademarks, and artwork to the digital badges, certificates, patches, and coins. Entrants are prohibited from recreating these items for personal or commercial use (e.g., making a physical or electronic version of the digital badges, certificates, patches, or coins) without express written permission from H-D.

PUBLICITY RELEASE: Except where prohibited, participation in the Program constitutes H.O.G.® members' consent that their name, likeness, voice, and/or biographical data may be used for advertising and promotional purposes without limitation and without additional notice, compensation, or consent.

RELEASE OF LIABILITY: By participating, H.O.G. members agree to release and hold harmless Sponsor, participating dealers and retailers, affiliates, sales representatives, distributors and promotional and other vendor agencies, their respective parent companies, affiliates, subsidiaries, service agencies, independent contractors, and the officers, directors, employees, agents and representatives of any of the above organizations involved in this Program (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 any Program-related activity or participation in the Program.

LIMITATION OF LIABILITY: The Released Parties are not responsible for and each entrant releases and holds harmless the Released Parties from and against any and all losses, damages, actions, demands, liabilities, or claims of whatever nature or kind arising out of, or in connection with, participation in this Program. Without limiting the generality of the foregoing, the Released Parties will not be responsible for any typographical or other errors in the printing of this offer, the administration of the Program, in the announcement of rewards, including erroneous appearance of qualification for a reward, or any loss, damage, or claims caused by, or in any way related to, the Program itself. Sponsor and the Released Parties are not responsible for any injury or damage to any person's equipment resulting from or relating to participation in this Program or the use or downloading any material related to this Program. Sponsor and the other Released Parties assume no responsibility for software or program malfunctions or other errors, failures, delayed computer transactions or network connections, whether human, technical or otherwise in nature. Sponsor reserves the right, in its sole discretion, to modify, cancel or suspend the Program, or to amend the Terms & Conditions at any time, without prior individual notice, should any factor interfere with the administration, security, or proper play of the Program as contemplated by these Terms & Conditions, or for any other reason.

DISPUTES/CHOICE OF LAW: EXCEPT WHERE PROHIBITED, EACH PARTICIPANT AGREES THAT: (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS PROGRAM 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) ENTRANT

HEREBY WAIVES ALL RIGHTS TO CLAIM SPECIAL DAMAGES AND ALL RIGHTS TO HAVE SUCH DAMAGES MULTIPLIED OR INCREASED. WISCONSIN LAW, WITHOUT REFERENCE TO CHOICE OF LAW RULES, GOVERNS THE PROGRAM AND ALL ASPECTS RELATED THERETO.

PRIVACY: Personally identifiable information that is submitted by participants as part of this Program will be used to administer the Program, including but not limited to fulfilling rewards, and will be treated in accordance with Sponsor's privacy policy accessible at harley-davidson.com.

SPONSOR: Harley-Davidson Motor Company, Inc. ("H-D"), 3700 W. Juneau Ave., Milwaukee, WI 53208.