

**HARLEY-DAVIDSON® Africa /
2019 K.i.D.S Blanket RUN FAT-BOB™ PROMOTION**

HOW TO ENTER

Eligibility Requirements – please read carefully

To be eligible to win the bike, individuals must:

- be a South African resident
- be over 18 years of age
- hold a valid South African “A” class motorcycle licence, motorcycles above 125cc.
- Purchase a blanket here on this Quicket platform as part of participation in the nationally run (managed at each participating H-D dealership) event known as the K.i.D.S blanket run.
- Answer the skill-based questions asked by the promoter (details below under ‘how to enter’).

How to enter:

Entrants must, during the promotional period:

- a) Purchase a blanket here on the Quicket platform in order to participate in the nationally run (managed at each participating H-D dealership) event known as the K.i.D.S blanket run.
 - b) Answer three skill-based questions, here:
 1. What bike licence do you hold?
 2. What is the engine size of the bike displayed on the Quicket promotion post?
 3. *“What does freedom mean to you, and how would winning the Harley-Davidson® Fat Bob™ help achieve this?”* in 100 words or less.
1. All entries here submitted must include the entrant's name, address, daytime contact number, date of birth, email address.

Entries submitted after 24h00 of 09/06/2019 will not be accepted.

TERMS AND CONDITIONS

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this Promotion is deemed acceptance of these Terms and Conditions.
2. The Promoter is **HARLEY-DAVIDSON AFRICA (PTY) LTD**, a company registered at 15 Oxbow Crescent, Century City, Cape Town, 7441.
3. Entry is only open to individuals who meet the Eligibility Requirements and comply with the entry instructions described in these Terms and Conditions. Employees (and their immediate families) of the Promoter, participating dealers and agencies associated with this Promotion are ineligible to enter. Immediate family means any of the following: 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. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age, place of residence, licence status and riding experience) and to disqualify any entrant who submits an entry that is fraudulent or not otherwise in accordance with these Terms and Conditions or any relevant law, or who tampers with the entry process. Each entrant consents to the Promoter exercising its rights under this clause by their entry into the Promotion.
5. Incomplete, indecipherable, or illegible entries may be deemed invalid. For example, entries which do not include the entrant's name, address, daytime contact number and email address will not be accepted.
6. Only one (1) entry is permitted per person .
7. 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.
8. Promotion starts on 01/05/2019 and ends on 09/06/2019 ("Promotional Period").
9. This is a game of skill and chance plays no part in determining the winner. Each entry will be individually judged based on the creative merit and originality of the entered text. The judges' decision is final and no correspondence will be entered into.
10. The winner will be notified by telephone and email within 24 hours of the judging. The name of the winner will be published on website of Promoter after the Promotional Period has concluded.
11. The Promoter will make all reasonable efforts to contact the winner. However, if the Promoter is unable to contact the winner the prize will be forfeited by that person. If the prize is forfeited, it will be offered to the next best valid entry judged in accordance with clause 9 and, if necessary, the process in clause 9 will be repeated until a winner is located.
12. The prize comprises:
 - a new 2018 or 2019 model Harley-Davidson® Fat-Bob™ 107.
 - The colour will depend on availability, but if there are several colours available, the redeeming dealer may offer a choice of colour to the recipient.
 - All on the road costs will be covered by the Promoter

13. Total prize value is estimated at R229,500 including VAT.
14. No vehicle insurance costs will be paid by the promoter.
15. A standard service plan (that is, the service plan that accompanies the regular purchasing of new Harley-Davidson® vehicles by buyers, from authorised Harley-Davidson® dealers) will accompany the prize.
16. No additional taxes will be owed by the prize recipient for the handover of this vehicle.
17. The prize may be sold back to any authorised Harley-Davidson® dealer in the SSA region, at a price agreed to between said dealer and recipient, at any time after the prize is received. However, it is agreed by the recipient that this bike may not be sold to a third party until a period of 6 months has passed, from the day that the prize is received by the recipient.
18. If the prize (or any 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 of equal value and/or specification. Winner will not be entitled to any additional compensation in the event the prize or element of a prize has been substituted at equal or greater value.
19. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash.
20. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the Promotion, as appropriate.
21. The Promoter (including its officers, employees and agents) will not be responsible for any:
 - a. personal injury;
 - b. loss or damage (including loss of opportunity, profits, goodwill or business revenues, and any other special, indirect or consequential losses), arising in any way out of the Promotion including, but not limited to, injury, loss or damage which arises as a result of any of the following:
 - (i) any technical difficulties or equipment malfunction due to any reason beyond the reasonable control of the Promoter;
 - (ii) electronic or human error which may occur in the administration of the Promotion or the processing of entries which is beyond the reasonable control of the Promoter;
 - (iii) any theft, unauthorized access or third-party interference which impacts on the conduct of the Promotion and is beyond the reasonable control of the Promoter;
 - (iv) any entry or prize claim that is late, lost, stolen, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
 - (v) any variation in the prize to that stated in these Terms and Conditions;
 - (vi) any tax liability incurred by a winner or entrant; or,
 - (vii) use of a prize,except to the extent that such injury, loss or damage is due to the negligence or willful misconduct of the Promoter, or otherwise cannot be excluded by law as referred to in clause 25 above.

22. The Promoter collects entrants' personal information in order to conduct the Promotion and for promotional, marketing, publicity, research and profiling purposes. Entry is conditional on providing this information. By entering this Promotion, unless otherwise advised, each entrant agrees that the Promoter may:
- a. use the entrant's personal information to conduct the Promotion in accordance with these Terms and Conditions and for promotional, marketing, publicity, research and profiling purposes, including to send electronic messages to or telephone the entrant; and
 - b. disclose the entrant's personal information to third parties, including but not limited to agents, contractors, service providers, and prize suppliers, for the purpose of conducting the Promotion.
- Entrants may access the personal information the Promoter holds about them, and should direct any request to access, update or correct information to the Promoter at its address set out in clause 2 of these Terms and Conditions. Entrants can obtain a copy of the Promoter's Privacy Policy at www.harley-davidson.com or by contacting the Promoter via the postal address provided in clause 2 above. All entries become the property of the Promoter.
23. Participation in the Promotion constitutes a prize-winner's consent to the Promoter's and Orange & Black's use of the prize-winner's name, likeness and opinions (including without limitation footage of the winner's receipt and use of the prize) on the Promoter's and Orange & Black's website or otherwise for promotional, marketing and publicity purposes without any fee being paid by the Promoter or Orange & Black. The prize winner agrees to sign any further documentation required by the Promoter or Orange & Black to give effect to this arrangement, as a precondition to being awarded the prize.
24. Any cancellation or modification to the Promotion will be notified on the Promoter's website – www.h-d.com/en/aa. A copy of these Terms and Conditions and prize details can also be obtained from that the HOG Africa Facebook page at www.facebook.com/HOGAfrica
25. If part or all of any clause of these Terms and Conditions is unenforceable, it will be severed, and the balance of these Terms and Conditions will remain in full force and effect.
26. These Terms and Conditions are governed by the laws of South Africa and each entrant agrees to submit to the exclusive jurisdiction of the courts of Cape Town, South Africa.
27. The Promoter's or an entrant's failure to enforce any term of these Terms and Conditions will not restrict the relevant party from enforcing that or any other provision at a later time.
28. These Terms and Conditions do not, and do not intend to, exclude or limit any statutory rights available to the prize winner. However, to the extent that it is permitted by law to do so, the Promoter makes no representations or warranties, express or implied, under laws regarding the quality or suitability of the prize awarded as part of this Promotion and will not be responsible for breach of any such representations or warranties.