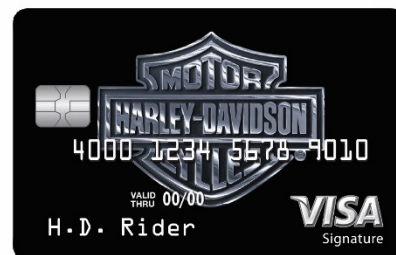




2019 Harley-Davidson® Visa® Free Ride Sweepstakes Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR CLAIM PRIZE. NON-PURCHASE AND PURCHASE ENTRIES HAVE AN EQUAL CHANCE OF WINNING.



ELIGIBILITY: The Harley-Davidson® Visa® Free Ride Sweepstakes ("Sweepstakes") is open to legal residents of the fifty (50) United States and the District of Columbia, who are 18 years of age and older. Employees of Harley-Davidson Financial Services, Inc. ("Sponsor"), U.S. Bank National Association (its successors or assigns), their respective subsidiaries, affiliates, and advertising, promotion and service agencies including, Marketing Resources, Inc., any company who processes transactions and maintains account information for the Harley-Davidson® Visa credit card or the Harley-Davidson® Visa debit card issued in the U.S., including Acxiom, and the immediate family members (spouse, parent, child, sibling, grandparent, and spouse or "step" of each) and those living in the same households of any such individuals (those persons whether related or not who live in the same residence for at least three months during the twelve-month period preceding the start date of the Sweepstakes) are not eligible to participate. Void where prohibited by law. Sweepstakes is subject to all applicable federal, state, and local laws and regulations.

SWEEPSTAKES PERIOD: Sweepstakes begins on January 1, 2019 at 12:00:01 a.m. Central Time ("CT") and ends December 31, 2019 at 11:59:59 p.m. CT (the "Sweepstakes Period").

HOW TO ENTER: A Harley-Davidson® Visa credit card cardmember (either primary or secondary) (a "Cardmember") in good standing will automatically receive one (1) entry into the Sweepstakes for each eligible transaction made with their Harley-Davidson® Visa credit card during the Sweepstakes Period. Eligible credit card transactions are purchase transactions, convenience check purchases, balance transfers, cash advances, ATM withdrawals and any purchase of an optional fee-based service offered to Cardmembers. In addition, a Harley-Davidson® Visa debit card cardmember (also a "Cardmember") will automatically receive one (1) entry into the Sweepstakes for each purchase made during the Sweepstakes Period on eligible transactions made with a Harley-Davidson® Visa debit card. Eligible transactions must be made with a Harley-Davidson® Visa credit card or a Harley-Davidson® Visa debit card issued in the U.S. by U.S. Bank National Association.

Bonus Entries: During the Sweepstakes Period, H-D Visa credit card Cardmembers with active memberships in the National U.S. Harley Owners Group® ("H.O.G.® Members") will receive one (1) additional bonus entry per eligible transaction made with a Harley-Davidson® Visa credit card (a "Bonus Entry"). For purposes of this Sweepstakes, H.O.G.® Members will be eligible to receive Bonus Entries only if their H.O.G.® membership account information (*i.e.*, name and mailing address,) is identical to their Harley-Davidson Visa credit card account information. New eligible H.O.G.® Members will begin receiving Bonus Entries for transactions made in the same month as the effective date of their H.O.G.® memberships.



For All Card Entries: Cardmembers (and H.O.G.® Members, as applicable) must be in good standing in order to receive an entry and/or Bonus Entry. Cards that are stolen, used fraudulently, tampered with or otherwise altered are not eligible for automatic entry. Entries based on purchases that are returned for credit or refund will be voided. All entries will be deemed to be submitted by the primary person in whose name the card used to make the qualifying transaction that resulted in an entry was issued.

How to enter without being a Cardmember, making a purchase, or any other obligation:

Hand-print your name, address (no P.O. Boxes), city, state, ZIP code, day and evening phone numbers and the words "H-D™ Visa Free Ride Sweepstakes" on a 3" x 5" card, and mail it in a stamped #10 envelope to: H-D™ Visa Free Ride Sweepstakes Alternate Means of Entry, P.O. Box 11035 South Bend, IN 46634-0035; mailed entries (each an "AMOE") must be postmarked by December 31, 2019, and received by January 6, 2020. Limit one (1) AMOE per postmarked envelope. Each valid AMOE submitted will receive four (4) entries into the Sweepstakes. However multiple AMOEs may be submitted by an entrant. No mechanical reproductions permitted. All AMOEs will be entered into the monthly drawing for the month during which the AMOE is received except entries postmarked by December 31, 2019, and received by January 6, 2020, will be entered into the monthly drawing for December 2019. Entries become the property of Sponsor and will not be returned.

DRAWINGS: Twelve (12) monthly random drawings will be held, one for each month of the Sweepstakes Period approximately three weeks after the end of each month. The first monthly drawing will be conducted on or around February 22, 2019, and the final monthly drawing will be conducted on or around January 24, 2020. One Grand Prize will be awarded in each monthly drawing. Entries for transactions processed during a month and all AMOEs received during a month will be included in the corresponding monthly drawing. There will also be one (1) Bonus Prize drawing conducted from among all non-winning eligible entries received from each monthly drawing combined to award a Bonus Prize on or about January 24, 2020. Drawings will be conducted under the direction of Marketing Resources, Inc., an independent judging organization. Non-winning entries will not be included in subsequent monthly drawings but will be included in the Bonus Prize drawing.

ODDS: Estimated odds of winning a monthly Grand Prize are 1 in 2,049,303; however, actual odds of winning any drawing will depend on the total number of eligible entries received for each monthly drawing. Estimated odds of winning the Bonus Prize is 1 in 24,591,636; however, the actual odds of winning the Bonus Prize drawing will depend on the number of eligible non-winning entries received during the entire Sweepstakes Period.

PRIZES/APPROXIMATE RETAIL VALUE ("ARV"): Twelve (12) Grand Prizes (one to be awarded in each of the twelve (12) monthly drawings) of a new, previously untitled motorcycle: January – 2019 FLDE-CAL Softail® Deluxe, ARV: \$18,249; February – 2019 FLHC-CAL Heritage Classic, ARV: \$19,249; March – 2019 XL 1200CX – CAL Roadster™, ARV: \$11,399; April – 2019 FXBR-CAL Breakout® ARV: \$19,249; May – 2020 XL1200NS-CAL Iron 1200™ ARV: \$11,614; June -2020 XL 883N-CAL Iron 883™, ARV: \$10,464; July – 2020 FLHR-CAL Road King®, ARV: \$22,412; August – 2020 FXFBS-CAL Fat Bob® 114 ARV: \$21,906; September – 2020 FXBR-CAL Breakout® ARV: \$22,136; October - 2020 XL 883N-CAL Iron 883™ ARV: \$10,464; November – 2020 XL 1200X – CAL Forty-Eight®, ARV: \$13,109; December – 2020 FXBB-CAL Street Bob®, ARV: \$16,961. One (1) Bonus Prize: \$500 Harley-Davidson™ Gift Card. All motorcycles will be stock motorcycles and will not include any



optional equipment. Harley-Davidson® motorcycles will include Harley-Davidson Motor Company's two-year, unlimited mileage factory warranty as set forth in the relevant Harley-Davidson® motorcycle Owner's Manual.

Total approximate retail value of all prizes to be awarded: \$197,713

PRIZE RESTRICTIONS: Prizes won by eligible individuals who are not of the age of majority under the laws of their state of residence ("minors") shall be awarded in the name of the winner's parent or legal guardian who must sign and return all documentation. No substitutions or cash equivalents permitted except at Sponsor's option for a prize of comparable or greater value. Prizes are non-transferable. Federal, state and local taxes on prizes, if any, and any expenses related to acceptance and taking delivery of the prizes and to the use of prizes not specified are the responsibility of winners. Grand Prize winners are responsible for license, registration and title fees, and insurance costs, and Grand Prize winners or their designated representatives must show evidence of insurance and a valid license to operate a motorcycle at time of delivery or prize will be forfeited and awarded to an alternate winner. Winners are responsible for the cost of any vehicle options as agreed to between winner and Harley-Davidson® retail location at which vehicle will be delivered. Motorcycles will be delivered at a Harley-Davidson® retail location near each winner's residence as selected by Sponsor. Winners must take delivery within 30 days of notification of availability or prize will be forfeited and awarded to an alternate winner.

NOTIFICATION OF WINNERS: Potential Grand Prize winners will be notified by a traceable form of delivery and will be required to sign and return an Affidavit of Eligibility and Liability Release, and where legal, a Publicity Release, and a Federal Form W-9 within ten (10) days of prize notification. If a potential winner fails to return the required documents within the stated time period, or if prize notification is returned as undeliverable, prize will be forfeited and may be awarded to an alternate winner. Bonus Prize winner will receive his/her prize via a traceable method of delivery within thirty (30) days of random drawing. Limit one (1) Grand Prize per person during the Sweepstakes Period.

ADDITIONAL TERMS: By participating, entrants agree a.) to the Official Rules and to the decisions of Sponsor and the judges, which shall be final in all respects; and b.) to release, discharge and hold harmless Harley-Davidson Motor Company, Harley-Davidson Financial Services, Inc., U.S. Bank National Association, and their respective affiliates, subsidiaries, dealers and advertising and promotion agencies involved in this Sweepstakes, including Infinity Direct, S2K Advertising, Acxiom, Marketing Resources, Inc., and their respective parent and affiliated companies (collectively "Releasees"), from all liability claims or damages arising out of their participation in the Sweepstakes and their acceptance, use or misuse of prize, provided such release shall not apply to Harley-Davidson Motor Company for any liability, claims or damages based on the warranty of the motorcycle awarded; and c.) by acceptance and use of a prize, to the use of their names and/or likenesses for advertising and publicity purposes by Sponsor and its agents in all media without compensation, except where prohibited.

LIMITATIONS OF LIABILITY: Releasees are not responsible for, and each entrant releases and holds harmless the Releasees 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, a prize or any portion thereof or this Sweepstakes including but not limited to lost, late, misdirected, damaged, incomplete, illegible or postage-due mail or entries, or transactions that



are processed late or incorrectly or are lost because of computer error or malfunctions, or transactions that are not processed through U.S. Bank National Association or other authorized processing system. Without limiting the generality of the foregoing, the Releasees are not responsible for any typographical or other error in the printing of this offer, administration of the Sweepstakes, or in the announcement of prizes, including erroneous appearance of qualification for a prize, and under no circumstances will more than the stated number of prizes be awarded. Sponsor reserves the right, in its sole and absolute discretion, to cancel, suspend, or modify the Sweepstakes or to amend the Official Rules, at any time, with or without notice to entrants or Cardmembers, should any factor interfere with the administration, security, or proper play of this Sweepstakes as contemplated by these Official Rules, including but not limited to situations in which fraud or technical failures may compromise the integrity of the Sweepstakes, and Releasees shall assume no responsibility to entrants or Cardmembers in such case. If for any reason Sponsor is prevented from continuing with this Sweepstakes, or the integrity and/or feasibility of the Sweepstakes is severely undermined by any event including but not limited to fire, flood, epidemic, 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 or local government law, order or regulation, order of any court or jurisdiction, Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the Sweepstakes without further obligation. If Sponsor in its discretion elects to so abbreviate the Sweepstakes, the monthly Grand Prize for that month will be awarded in a random drawing from all eligible entries received for that month as of the time of cancellation and all other prizes that have not been awarded as of the time of cancellation will be awarded in a random drawing from all eligible entries received as of the time of cancellation.

This Sweepstakes is intended for viewing in the United States only and shall be construed and evaluated only according to United States law. Do not enter this Sweepstakes if you are not located in the United States. **WARNING: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS. SHOULD SUCH ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGE FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW AND TO BAN OR DISQUALIFY SUCH PERSON FROM THIS AND FUTURE SWEEPSTAKES.**

DISPUTES/CHOICE OF LAW: EXCEPT WHERE PROHIBITED, EACH ENTRANT AGREES THAT (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS SWEEPSTAKES, OR ANY PRIZE AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND ANY JUDICIAL PROCEEDING SHALL TAKE PLACE IN A FEDERAL OR STATE COURT IN CHICAGO, ILLINOIS, U.S.A; (2) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS SWEEPSTAKES, BUT IN NO EVENT ATTORNEYS' FEES; AND (3) UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM PUNITIVE, INCIDENTAL, AND CONSEQUENTIAL DAMAGES, AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES, OR THE RIGHTS AND OBLIGATIONS OF ENTRANT AND THE SPONSOR IN CONNECTION WITH THIS SWEEPSTAKES SHALL BE



GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS (WHETHER OF THE STATE OF ILLINOIS OR ANY OTHER JURISDICTION), THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THOSE OF THE STATE OF ILLINOIS.

PRIVACY: Personally identifiable information that is submitted by entrants as part of this Sweepstakes will be used to administer the Sweepstakes, select the winners, and fulfill the prizes, and will be treated in accordance with Sponsor's Privacy Policy available at www.h-d.com/privacy.

WINNERS LIST REQUESTS: For the names of the prize winners, mail a self-addressed, stamped envelope to: 2019 H-D™ Visa Free Ride Sweepstakes Winners' List, P.O. Box 538 South Bend, IN 46624-0538. Winners' list requests must be received by February 1, 2020. Winners' lists will be sent on or about March 31, 2020, when all drawings have concluded and winners have been verified.

CONSUMER DISCLOSURE: NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. You have not yet won. Grand Prize ARV: \$10,464 - \$22,412. Bonus Prize ARV: \$500.00. Total Prize Pool ARV: \$197,713. Estimated odds of winning a Grand Prize: 1 in 2,049,303. Estimated odds of winning the Bonus Prize: 1 in 24,591,636. The actual odds of winning a prize are based upon the number of eligible entries received for each drawing. See Official Rules above for entry methods (including how to enter without a purchase), complete prize details, and restrictions. Sweepstakes ends December 31, 2019 at 11:59:59 p.m. CT. Sponsored by Harley-Davidson Financial Services, Inc., 222 W. Adams St., Ste. 2000, Chicago, IL 60606

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