

## **MBNA® Harley-Davidson® Mastercard® 2023 Contest**

### **Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A purchase will not increase your odds of winning.** All entries, whether submitted by using your Harley-Davidson® Mastercard® credit card or via mail-in entry, have an equal chance of winning. The Contest begins at 12:00 a.m. Eastern Time (“ET”) on January 1, 2023 and ends at 11:59 p.m. ET on June 29, 2023.

### **Eligibility:**

The MBNA® Harley-Davidson® Mastercard® 2023 Contest (the “**Contest**”) is only open to Harley-Davidson® Platinum Plus Mastercard credit card (“**Harley-Davidson® Credit Card**”) primary cardholders who are legal residents of Canada over the age of majority in their province/territory of residence at the time of entry. Employees, representatives or agents of The Toronto-Dominion Bank operating a division as MBNA® (the “**Sponsor**”), Mastercard Canada ULC., Harley-Davidson Motor Company, Harley-Davidson® Financial Services, Inc., and each of their respective parent companies, affiliates, distributors, subsidiaries, and advertising/promotion agencies and the independent judging organization, Armstrong Partnership LP (“**Armstrong**”), (collectively, the “**Contest Parties**”) are not eligible to win, nor are any persons with whom employees, representatives or agents are domiciled. This Contest is subject to all applicable federal, provincial, and local laws and regulations. Void where prohibited.

**How to Enter:** There are two (2) ways to enter the Contest.

1) Automatically receive one (1) Contest entry for each Harley-Davidson® Mastercard Credit Card purchase made during each of the Promotional Periods as defined in Table 1 below. Entries will be entered into the applicable Promotional Period on the day corresponding to the transaction date of the purchase. Entries resulting from unauthorized Harley-Davidson® Credit Card use or made with lost, stolen or fraudulent Harley-Davidson® Credit Cards are void. Account adjustment transactions/returns, over-limit fees, annual fees and/or other fees assessed to your Harley-Davidson® Credit Card account, cash advance transactions, balance transfers and access cheque transactions, and purchases re-designated as cash or cash equivalent (wire transfers, casino gaming chips or lottery tickets) are NOT considered eligible transactions for automatic Contest entry. Winning accounts must be in good standing and not otherwise have privileges suspended at the time of entry and/or of awarding of the prize. Only purchases made with a Harley-Davidson® Credit Card that is in good standing (at time of entry, winner selection and awarding the prize) and issued to an identifiable end user and that are processed and submitted through Mastercard International Incorporated's U.S. transaction processing system during an applicable Promotional Period are eligible for automatic entry.

**Table 1\***

<b>Period</b>	<b>Prize</b>	<b>Promotional Period</b>	<b>Mail-in entries postmarked by</b>	<b>Mail-in entries received by (11:59 PM ET)</b>	<b>Draw Date</b>
<b>1</b>	FXST Softail® Standard Vivid Black (Base Color) \$17,599	January 1 to March 31, 2023, 11:59 PM ET	March 31, 2023	April 1, 2023	May 1, 2023
<b>2</b>	2023 Street Bob® 114 Vivid Black (Base Color) \$19,999	April 1 to June 29, 2023, 11:59 PM ET	June 29, 2023	July 1, 2023	July 31, 2023

\*ARV refers to Approximate Retail Value.

ELIGIBLE ENTRIES FOR ONE PROMOTIONAL PERIOD WILL NOT BE ELIGIBLE FOR NOR ENTERED IN ANY SUBSEQUENT PROMOTIONAL PERIOD CONTEST DRAWS.

OR

2) NO PURCHASE REQUIRED. To receive one (1) Contest entry without making a purchase, hand-print your name (as it appears on your Harley-Davidson® Credit Card), complete mailing address (including postal code), telephone number and age, on a plain piece of paper and mail it in a sealed postage pre-paid envelope to: MBNA® Harley-Davidson® Mastercard 2023 Contest, c/o Armstrong Partnership, 23 Prince Andrew Place, Toronto, Ontario, M3C 2H2. Each mail-in entry request will result in one (1) Contest entry. Enter as often as you wish by mail, but each entry must be mailed in a separate envelope with sufficient postage and postmarked no later than the date listed in Table 1 and received on or before the date listed in Table 1 for each Promotional Period.

Mail-in entries will only be entered into the draw for the Promotional Period in which they were received (as described in Table 1). No photocopied, computer-generated facsimiles, mechanically reproduced, or mass entries permitted. Incomplete entries are ineligible.

All entries become the property of the Sponsor and will not be acknowledged or returned. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of entries and/or entrants.

Your use of your Harley-Davidson® Credit Card to make a purchase and/or your submission of a mail-in entry constitutes your consent to participate in this Contest and your consent for the Sponsor to obtain and deliver your name, address, and other information to the Contest judges for the purpose of administering this Contest and for other uses by the Sponsor as permitted by applicable law. The Sponsor and/or its agents will obtain personally identifiable information about you, only in the event that you are a selected entrant. If you are a selected entrant, the Sponsor and/or its agents will obtain information necessary to contact you from The Toronto-Dominion Bank as the issuer of your Harley-Davidson® Credit Card. The Released Parties (defined below) are not responsible for lost, incomplete, illegible, late, misdirected, stolen, postage-due, or mutilated entries or mail; any error, omission, interruption, defect or delay in transmission or communication; technical or mechanical malfunctions; failures or malfunctions of phones, phone lines, or telephone systems; interrupted or unavailable cable or satellite systems; errors in these Official Rules, in

any Contest-related advertisements or other materials; failures of electronic equipment, computer hardware or software, or inaccurate entry information, whether caused by equipment, programming used in this Contest, human processing error, or otherwise. The Sponsor reserves the right, at its sole discretion, to disqualify any entry, and (subject only to the approval of the Régie des alcools, des courses et des jeux (the “Régie”) in Quebec) to modify, terminate, or suspend this Contest (or amend these Official Rules) should a virus, bug, non-authorized human intervention, action of entrant(s), or other cause corrupt or impair the administration, security, fairness, or proper play of the Contest, and, if the Contest is modified, terminated, or suspended, select at random winners from those eligible, non-suspect entries received prior to the event requiring such modification, termination, or suspension. The Sponsor, with the consent of the Régie, reserves the right to cancel or suspend this Contest, or to amend these Official Rules without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind. Any attempt to deliberately undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be made. The Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law.

All entries are subject to verification. The Sponsor reserves the right, in its sole discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor) to participate in this Contest. Failure to provide such proof in a timely manner may result in disqualification. The sole determinant of the time for the purposes of a valid entry in this Contest will be the Sponsor’s official clock.

#### **Prizes:**

There are two (2) prizes available to be won (one (1) prize per Promotional Period, as outlined above). One (1) prize of a new Harley-Davidson® motorcycle (as described in Table 1) is available to be awarded from among all eligible entries received during each of the Promotional Periods (as described in Table 1).

Without limiting the generality of the foregoing, the following general conditions apply to each prize: (i) prize must be accepted as awarded and is not transferable or convertible to cash (no substitutions except at Sponsor’s option); (ii) the Sponsor reserves the right to substitute any prize or a component thereof for any reason with a prize or a prize component of equal or greater value, including without limitation, but solely at the Sponsor’s sole discretion, a cash award; (iii) model year, colour and other specifics of the prize are subject to availability and will be at the sole discretion of the Sponsor; (iv) manufacturer’s warranty applies to the prize; (v) upon notification, each winner will be required to personally take delivery of the prize from a Harley-Davidson® dealership within Canada reasonably close to the winner’s place of residence in Canada as designated by the Sponsor, in its sole discretion, and present adequate personal identification; (vi) prize will not be released unless and until the winner first shows proof of having a valid motorcycle license (equivalent to a full “M” class license in Ontario) in the province/territory in which he/she resides and proof of satisfactory insurance, within thirty (30) days of being notified about the prize, or the prize will be forfeited and an alternate eligible winner may be selected (in accordance with the procedure outlined below); (vii) each winner is solely responsible for all taxes and expenses that are not included in the prize description above, including, but not limited to: registration and license fees, insurance, additional accessories and all other costs associated with any upgrade or option packages that a winner may request; and (viii) each winner is solely responsible for all costs not expressly described herein including, without limitation, costs associated with obtaining a valid motorcycle license, license plates, registration, insurance and/or fuel/gas.

THERE IS A LIMIT OF ONE (1) PRIZE PER PERSON IN THIS CONTEST.

Each prize will only be awarded to the primary Harley-Davidson® Credit Card account holder (as determined by the issuer's account records) named on the account accessed by the card used to make the entry or the individual whose full legal name (as it appears on your Harley-Davidson® Credit Card) appears on the mail-in entry, as the case may be.

**Winner Selection:**

On May 01, 2023, for Promotional Period 1; and July 31, 2023, for Promotional Period 2, one (1) eligible entrant will be selected by random draw from among all eligible entries received in accordance with these Official Rules during that Promotional Period. All random draws will take place at 23 Prince Andrew Place, Toronto, ON, M3C 2H2 at 1:00 p.m. ET. Odds of winning depend on the number of eligible entries received in accordance with these Official Rules during the applicable Promotional Period. Transaction entries received on a Saturday or Sunday will be date stamped for the Friday immediately preceding that Saturday or Sunday. Mail-in entries will be date-stamped on date received. However, mail-in entries received after the post-marked deadlines for a specific Promotional Period (see Table 1) but on or before the receipt deadline for mail-ins for that Promotional Period (see Table 1) will be date-stamped the last date of the Promotional Period to allow adequate time for mail delivery. The Sponsor (and/or its applicable division(s)) will only provide personal information to Armstrong to the extent that such is required to administer the Contest. For certainty, details related to the amount or nature of any purchase transaction will not be provided to Armstrong.

The Sponsor or its designated representative will make three (3) attempts to contact each selected entrant by telephone or email within five (5) business days of the applicable Draw Date. If a selected entrant cannot be contacted within three (3) attempts or fourteen (14) days of the applicable Draw Date (whichever occurs first), or there is a return of any notification as undeliverable; then that selected entrant will be disqualified and the Sponsor reserves the right, in its sole discretion, to randomly select an alternate eligible entrant from among the remaining eligible entries for the applicable Promotional Period. Prior to being declared the winner of any prize, each selected entrant will be required to: (i) correctly answer a time-limited, mathematical, skill-testing question (without electronic, mechanical or other assistance) administered by phone or mail at a prearranged mutually convenient time; and (ii) sign and return within fourteen (14) days of notification the Sponsor's declaration and release form, which (among other things): (i) confirms compliance with these Official Rules; (ii) acknowledges acceptance of the prize as awarded; and (iii) releases the Contest Parties and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the "Released Parties") from any and all liability in connection with this Contest, the selected entrant's participation therein and/or the awarding and use/misuse of the prize or any portion thereof. If a selected entrant: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents within the specified time; and/or (c) otherwise does not comply with these Official Rules, then he/she will forfeit the applicable prize and the Sponsor reserves the right, in its sole discretion, to randomly select an alternate eligible entrant from among the remaining eligible entries for the applicable Promotional Period, who will be subject to disqualification in the same manner. Prizes will be forfeited if they cannot be awarded in accordance with these Official Rules.

## **Miscellaneous:**

By participating, entrants agree to be bound by these Official Rules and agree that: (i) the Released Parties shall have the right and permission to use entrant's name, voice, city/province/territory of residence, photograph, and/or likeness for advertising and/or trade and/or any other purpose in any media or format now or hereafter known without further compensation, permission, limitation or notification; and (ii) the Released Parties shall have no liability and will be held harmless for any liability, loss, injury or death to entrant or any other person, including, without limitation, damage to personal or real property, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of a prize or participation in this Contest.

**Opt-out: If you do not wish to be entered into the Contest, you must indicate your preference to opt-out by contacting the Sponsor (and/or its applicable division(s)) by (I) telephone at 1-888-876-6262 (toll-free – Monday to Sunday, 7 a.m. to 12 a.m. ET) or (II) mail at MBNA® Harley-Davidson® Mastercard® 2023 Contest Opt-out, 23 Prince Andrew Place, Toronto, Ontario, M3C 2H2.** By entering this Contest, you consent to the collection, use and sharing of information about you for the purpose of administering this Contest in accordance with the privacy notice at [www.mbna.ca/privacy](http://www.mbna.ca/privacy).

Subject only to the Régie des alcools, des courses et des jeux with respect to legal residents of Quebec, the Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any entrant or entry with these Rules, or as a result of technical problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules.

**For Quebec residents:** Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of the prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

All intellectual property used by the Sponsor in connection with the promotion and/or administration of the Contest, including, without limitation, all trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned (or licensed, as the case may be) by the Sponsor and/or its affiliates. All rights are reserved. Unauthorized copying or use of any such intellectual property without the express written consent of its owner is strictly prohibited.

In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: the Contest entry form, French version of these Rules, and/or point of sale, television, print or online advertising; the terms and conditions of these English Rules shall prevail, govern and control.

To receive a copy of the Official Rules, please write to: MBNA® Harley-Davidson® Mastercard® 2023 Contest Rules Request, 23 Prince Andrew Place, Toronto, Ontario M3C 2H2, before December 31, 2023.

Pour obtenir le règlement officiel en français écrivez à : Demande – règlement du Concours Mastercard MBNA® Harley-Davidson® 2023, 23 Prince Andrew Place, Toronto, ON M3C 2H2.

The Toronto-Dominion Bank is the issuer of the Harley-Davidson® Credit Card. MBNA® is a division of The Toronto-Dominion Bank.

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