

**Panama City Beach Cycles, LLC, d/b/a Harley-Davidson of Panama City Beach
Thunder Beach Productions, Inc.
2018 Harley-Davidson Road King Special Motorcycle Giveaway
OFFICIAL CONTEST RULES**

NO PURCHASE NECESSARY TO ENTER TO WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED. MUST BE 18 YEARS OF AGE TO ENTER AND HOLD A VALID DRIVER'S LICENSE.

No person other than Panama City Beach Cycles, LLC, doing business as Harley-Davidson of Panama City Beach, shall be considered as an Operator ("Operator") of this Contest, and no person other than Operator shall have authority to act under these rules.

1. PRIZE

The sole Grand Prize ("Prize") is a new 2018 Harley-Davidson FLHRXS – Industrial Gray Denim, Stock # G18082 Vin # 1HD1KVC1XJB623422 values at approximately \$22,449, which will be awarded at the 2018 Harley-Davidson Road King Special Motorcycle Giveaway on May 4, 2019.

2. ELIGIBILITY:

The Contest is open to persons who are 18 years of age or older and who reside within the contiguous United States and hold a valid U.S. government issues driver's license as of the date of the Contest. Employees of Operator or Thunder Beach Productions or their subsidiaries or affiliated companies, families and agencies, and participating event sponsors, all in-kind event donors, all Contest partners, charity beneficiaries and their families, affiliates and agencies are ineligible from participating or winning. This Contest is subject to all applicable federal, state and local laws and regulations and is void where prohibited.

Entrants are required to provide truthful information. The Operator will reject and delete any entry that it discovers to be false or fraudulent. The Operator will disqualify any entry from individuals who do not meet the eligibility requirements. The Operator will also delete any entry knowingly received from persons under the age of 18 in compliance with the Children's Online Privacy Protection Act.

3. HOW TO ENTER THE CONTEST

A "Contestant" is any person registering to participate in the Contest. To participate in the Contest, Contestants may enter using any of the methods described below. Only one entry by any means is permitted; submitting multiple entries will disqualify a Contestant and cause his or her multiple entries to be discarded.

Online:

You may enter the Contest by entering on an electronic tablet device, mobile device or desktop at <http://www.winanewharley.net> and include Contestant's full name, complete address (Including apartment or suite number, and zip code), phone number, and date of birth.

Onsite (And Third Party Locations):

During regular business hours from May 30, 2018 through May 4, 2019 you may enter the Contest by completing an entry form at Harley-Davidson of Panama City Beach, 14700 Panama City Beach Parkway, Panama City Beach, FL 32413, or at any of these Third Party Locations: Brandon Harley-Davidson Shop, 9841 E. Adamo Dr., Tampa, FL 33619; Harley-Davidson of Tampa, 6920 N. Dale Mabry Highway, Tampa, FL 33614; Harley-Davidson of New Port Richey, 5817 State Road 54, New Port Richey, FL 34652; or Tallahassee Harley-Davidson, 1745 Capital Circle NW, Tallahassee, FL 32303. During the Spring 2019 Thunder Beach Rally, it is anticipated that additional locations to enter the Contest will be available at the following Thunder Beach Venues: Frank Brown Park, 16200 Panama City Beach Parkway, Panama City Beach, FL 32413. At any Third Party Location and the Thunder Beach venues, attendees can register to enter the Contest by completing an official entry form, available while supplies last, with Contestant's full name, complete address (Including apartment or suite number, and zip code), phone number and date of birth, and drop it in the official entry box.

Alternative Entry Method (Mail):

You may enter the Contest by mailing a 3" x 5" postcard to Harley-Davidson of Panama City Beach, 14700 Panama City Beach Parkway, Panama City Beach, FL 32413, attention: 2018 Harley-Davidson Road King Special Rally Bike Giveaway. Your postcard must be received no later than 3:00pm on May 4, 2019 and must contain Contestant's full name, complete address (Including apartment or suite number, and zip code), phone number and date of birth.

Entries:

The Operator, its licensees, each of its respective parent, subsidiary and affiliated entities and promotional partners (each a "Contest Entity") are not responsible for lost, stolen, mangled, misdirected, postage due, illegible, incomplete or late entries. Furthermore, the Operator and the Contest Entities are not responsible for internet malfunctions, postal delays, or any other technical difficulties that may prevent an individual from submitting an entry, as well as any publication or typographical errors associated with the Contest.

4. SELECTION OF WINNERS

Decisions of Operator with respect to the Contest are final. By entering the Contest, all Contestants are to be bound by the official rules.

At approximately 9:00pm on Saturday May 4, 2019 (the "Contest Date") at Frank Brown Park, 16200 Panama City Beach Parkway, Panama City Beach, FL 32413 (or such other location as shall be selected by Operator), a random drawing will be held from all eligible entries received. Odds of winning the Prize depend upon the number of valid entries received by any method.

One (1) winner (the "Winner") will be chosen at random by a person designated by Operator, and the winner will be awarded the Prize. If the Winner is not present for the prize-drawing event, the Operator will notify the Winner by phone and email immediately following the drawing.

5. CONDITIONS

- a. Payments of all federal, state and local taxes are the sole responsibility of the Winner. The Winner will be required to complete and submit an IRS Form W-9 with the Winner's full Social Security

Number or the equivalent for the receipt of the Prize. Failure to submit a complete W-9 or equivalent will result in forfeiture of the Prize. The Prize value will be reported to the IRS.

- b. The Winner will be solely responsible for any applicable title, license, registration, delivery and dealer fees and taxes, insurance, and inspection charges, additional equipment, all federal, state and local taxes, gasoline, vehicle maintenance, all other fees and expenses not specified herein associated with the receipt and use of this prize vehicle.
- c. The Winner will accept the chosen prize "as is". The Operator and the Contest Entities have not made and are not responsible in any manner for any warranties, representations, or guarantees, express or implied, in fact or law, relating to the Prize, including without limitation its quality, mechanical condition, merchantability, or fitness for a particular purpose, with the exception of any standard manufacturer's warranty that may apply to the motorcycle. Delivery of the Prize may take up to four (4) weeks. In the event that the Operator reserves the right, at its sole discretion, to substitute a prize of comparable value.
- d. The Winner must provide proof of insurance and a valid driver's license to take delivery and must take delivery at the dealership designated by the Operator within thirty (30) days of notification of winning. A motorcycle endorsement will be required for the winner to ride the motorcycle off the lot.
- e. There is no substitution, transfer or cash value equivalent the Prize, except at the sole discretion of the Operator.
- f. Participation in the Contest and/or acceptance of prize constitutes each entrant's and the winner's permission for the Operator or its agents to interview the winner (and his or her guest(s), if applicable), to photograph, film and record the winner (or guest, if applicable), and to use in any media his/her name, address (City and State), biographic information, likeness, photograph, voice, and/or any statements made by him/her regarding the Contest, and/or its sponsor(s) for purposes of trade, publicity, or promotion without notice or additional compensation, except where prohibited by law. The Winner must execute and return the Operator's Affidavit of Eligibility, Image and Recording Release Form and/or Prize Acceptance Form within five (5) business days of notification attempt, or the Prize will be forfeited and an alternative winner will be chosen in a random drawing of the remaining Contestants.
- g. By participating in the Contest and/or by accepting the Prize, each entrant, and the winner (and their guests, if applicable) agree to release and hold harmless the Operator, Contest Entities, its licenses, their respective parent, subsidiary and affiliated entities, their advertising and promotional agencies and participating sponsors, and their respective officers, members, shareholders, directors, employees, agents and representatives and all of their successors and assigns (collectively the "Released Parties") from and against any and all claims or liability arising directly or indirectly from the Prize and participation in the Contest, including without limitation, property damage, personal injury and/or death which may occur in connection with preparation for travel to, or participation in Contest, or possession, acceptance and/or use or misuse of Prize or participation in any Contest-related activity, including but not limited to any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery.

- h. If for any reason this Contest cannot be executed as planned, including but not limited to as a result of infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Released Parties that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Contest, or if the Contest is compromised or becomes technically corrupted in any way, electronically or otherwise, the Operator reserves the right to cancel, terminate, suspend or modify the Contest. If the Contest is terminated before the Contest Date, the Operator reserves the right to select the winner by random drawing from among all eligible non-suspect entries received as of the termination time/date or otherwise modify the procedure for selecting the winner. The Operator, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the Contest's website. Failure to comply with the rules of the Contest may result in a contestant's disqualification and/or forfeiture of any prize or prizes. If the Operator makes a good faith determination that an entrant has cheated or committed fraudulent activity in connection with the Contest, the Operator reserves the right to disqualify that entrant from entering and/or winning future Contests and to prosecute and seek damages to the fullest extent permitted by law. Operator reserves the right to make changes in the rules of the Contest, including the substitution of a prize of equivalent value, which will become effective upon announcement. If due to circumstances beyond the control of Operator any competition or prize-related event is delayed, rescheduled, postponed or cancelled, Operator reserved the right to cancel or modify the Contest and shall not be required to award a substitute prize. Failure to comply with the Contest rules may result in a Contestant's disqualification solely at the discretion of Operator. Released Parties are not responsible for typographical or other errors in the printing, the offering or the administration of the Contest, or in the announcement of a prize.
- i. Copies of these written Contest Rules and the name of the Winner (when identified) are and will be made available during regular business hours at Panama City Beach Cycles LLC, d/b/a Harley-Davidson of Panama City Beach, 14700 Panama City Beach Parkway, Panama City Beach, FL 32413. For a copy of these Official Rules, send your request and a self-address stamped envelope to that address for receipt by May 4, 2019 with the notation: "2018 Harley-Davidson Road King Special Rally Motorcycle Giveaway Rules Request".

6. **PRIVACY**

By use of the Contest's website and by entering the Contest, you agree to the Harley-Davidson od Panama City Beach's Web Site Terms of Use Agreement. By Registering to win, I agree to receive communication from Panama City Beach Harley-Davidson and Thunder Beach Productions in the form of emails, texts, mailers and phone calls.

Operator: Panama City Beach Cycles, LLC, d/b/a Harley-Davidson of Panama City Beach, 14700 Panama City Beach Parkway, Panama City Beach, FL 32413.

Contest consideration provided by Thunder Beach Productions, Inc.