

## Rewards Plus Program Terms & Conditions

Welcome to the Rewards Plus Program sponsored by Hal's Harley-Davidson & Buell, Inc. Our way of rewarding our most loyal customers for making us their first choice in Harley dealers and giving our customers more value.

The Rewards Plus Program is available to any retail customer who completes and submits an application available at the dealership thereby agreeing to the terms and conditions of the Program. Currently there is no cost to become a member. You will become a member upon receipt and acceptance of your application.

You will receive 20 points for every dollar spent with your Rewards Plus Card at Hal's, Hal's Speed Shop or Wisconsin Harley-Davidson. We refer to these as the Company locations or Hal's. You will receive your Rewards Plus Program Card shortly after you apply.

Points will be given on any purchase made in our service, parts, MotorClothes or rental departments - even sale items! They will be awarded on purchases excluding sales taxes. Points can also be earned with no purchase necessary by swiping your Rewards Plus Card once per day at a kiosk found at any of the Company locations. Points may also be gifted at our discretion to reward non-purchase activity. Point activity will be posted on your private account and will be viewable at kiosks found on Company locations.

Points earned on your Rewards Plus Program Card expire one year from the date of issuance. Points are accumulated immediately upon the purchase of any product or service (excluding bike sales) from any Company location. They will be posted to your account within forty-eight hours. The more purchase activity, the higher the reward up to five percent of the purchase. Members may be invited to attend private parties, receive early notification of special sales, passes to particular events, bonus points for select purchases and more.

Points can be redeemed for Rider Bucks at your discretion from any kiosk found in any of the Company locations. Rider Bucks are redeemable only for merchandise or services. They cannot be credited to an account or redeemed for cash or used to purchase gift cards.

Unused Rider Bucks expire on the anniversary date of your Rider Reward Plus account and cannot be rolled over to accumulate into the following year. A reminder notification will be sent to all cardholders thirty days before expiration advising them to print Rider Bucks which must be used within thirty days of printing. Lost, destroyed or stolen Rider Bucks will not be replaced.

The Reward Plus Cardholder will begin the following year accumulating points at the reward percentage earned the previous year.

### Miscellaneous Terms:

- a. The card is issued to the original purchaser only and can only be used by the original purchaser or a member of the immediate household. Picture identification may be required.
- b. The card must be presented at the time of purchase.
- c. Rewards earned under the Rewards Plus Program cannot be redeemed for cash.
- d. Employees of Hal's, its suppliers and immediate families of each are not eligible for this Program.

Hal's reserves the right to discontinue the Rider Reward Plus Program privileges and/or void all or a portion of a member's point balance if points have been issued, received or redeemed through human or computer error, fraud or theft, through illegal means or in any manner inconsistent with the intent of the Program. Hal's reserves the right to modify or cancel the Rewards Plus Program.

Any questions should be addressed to Hal's at 1925 South Moorland Road, New Berlin, Wisconsin 53151; telephone 1/800/966-4443 online at [www.halsHD.com](http://www.halsHD.com) or e-mail us at [Rewardsplus@halsHD.com](mailto:Rewardsplus@halsHD.com).

The following additional information is provided:

1. Agreement to Terms. Submission of an application to participate in the Rewards Plus Program constitutes acceptance of all of the terms and conditions set forth in this writing. Use of the Rewards Plus Program constitutes agreement to the terms and conditions of use set forth herein.

2. Modification of Agreement. Hal's reserves the right, in its sole discretion, to change, modify and/or remove any portion of this Agreement. Notification of changes will be posted on [www.halshd.com](http://www.halshd.com) Use of the Rewards Plus Program after such notice has been posted will be considered your agreement to be bound by any such changes.

3. Right to Change Rewards Plus Program. Hal's may change, suspend or discontinue any aspect of the Rewards Plus Program at any time. It may also impose limits to certain features and services or restrict access to part or all of the Rewards Plus Program, without notice or liability. Hal's reserves the right in its sole discretion to refuse service or cancel membership.

4. Indemnification for Breach of Agreement. You hereby agree to indemnify, defend and hold Hal's and all of its officers, directors, ownership, agents, employees, information providers and licensors (collectively the "indemnified parties") harmless from and against any and all liabilities and costs incurred by them in connection with any claim arising out of any breach by you of this Agreement or the foregoing representations, awards, warranties and covenants including without limitation attorney's fees and costs. You agree to cooperate as fully as reasonably required in the defense of any claims. Hal's reserves the right at its own expense to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of Hal's.

5. No Warranty. The Rewards Plus Program including all content, software, functions, materials and information made available to you or accessed by you, is provided "as is" to the fullest extent permissible by law. Hal's makes no representation or warranties of any kind whatsoever for the content of the Rewards Plus Program or the materials, information and functions made accessible or accessed by you. Further, Hal's disclaims any express or implied warranties, including without limitation, non-infringement, merchantability or fitness for a particular purpose. Hal's assumes no responsibility, and shall not be liable for any damages by the use of the Rewards Plus Program. Hal's and its affiliates shall not be liable for the use of the Rewards Plus program, including without limitation, the contents and any errors contained therein. Hal's shall not be liable for any failure of the Rewards Plus Program which results from acts or events beyond Hal's reasonable control.

6. No Award or Damages Against the Company. In no event shall Hal's be liable for any direct, indirect, special, consequential or other damages arising out of the use of the Rewards Plus Program, including without limitation, loss profits, business interruption, damage to equipment, computer programs or information systems or be liable for any damages of any nature, including gross negligence arising in contract, tort or otherwise.

7. Expiration of Points. Points on a Rider Reward Plus Card Account can accumulate from one year from acceptance into the Program. Unused points expire on the one year anniversary date of acceptance into the Program and thereafter.

8. Points Conversion to Rider Bucks. For every dollar you spend at Hal's (excluding bike sales), you will receive 20 points on your membership account. At any time within a year should you reach the 240,000 point threshold reward status changes to 30 points for every dollar spent. At anytime with a year should you reach the 720,000 point threshold reward status changes to 50 points for every dollar spent. Members will receive \$10 in Rider Buck certificates for each 10,000 points reached or a derivative thereof based on their membership account point balance. Upon your anniversary date, your points accumulation begins at zero, however the reward status earned the prior year remains in place in the next year.

9. Entire Agreement. These terms and conditions and our Privacy Statement constitute the entire agreement between Hal's and you with respect your use of the Rewards Plus Program. Should any court of competent jurisdiction find any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of this Agreement and the remainder of this Agreement shall continue in full force and effect.