

Harley-Davidson Credit Card Rewards Program

Terms and Conditions

Please read this document carefully and keep it in a safe place as it sets out the terms and conditions (the “**Terms and Conditions**”) of the credit card rewards program (the “**Credit Card Rewards Program**”) for the credit card account issued by MBNA (the “**Rewards Credit Card Account**”) that is eligible to earn and accumulate points (“**Harley-Davidson Genuine Rewards Points**”) that can be redeemed to obtain rewards available under the rewards program offered by Harley-Davidson (the “**Harley-Davidson Rewards Program**”). You are automatically enrolled in the Credit Card Rewards Program at no additional cost. However, certain eligibility criteria (described below) must be met in order to earn and redeem Harley-Davidson Genuine Rewards Points under the Credit Card Rewards Program.

Provinces and Territories excluding Québec: This paragraph applies only to the residents of the Provinces and Territories of Canada excluding Québec. It is important to note that the Terms and Conditions set out in this document: (i) relate solely to the Credit Card Rewards Program; (ii) replace any and all previously published terms and conditions relating to the Credit Card Rewards Program; (iii) are separate and distinct from the terms and conditions relating to the Rewards Credit Card Account; and (iv) are separate and distinct from the terms and conditions relating to the Harley-Davidson Rewards Program.

Province of Québec: This paragraph applies to Québec residents only. It is important to note that the Terms and Conditions set out in this document: (i) relate solely to the Credit Card Rewards Program; (ii) replace any and all previously published terms and conditions relating to the Credit Card Rewards Program; (iii) are part of the terms and conditions of the MBNA Account Agreement to which your Rewards Credit Card Account relates; and (iv) are separate and distinct from the terms and conditions relating to the Harley-Davidson Rewards Program.

1. Definitions. In addition to the terms defined above or elsewhere in this document,

"Account" means the account that records all Harley-Davidson Genuine Rewards Points earned by you from eligible Rewards Credit Card Account transactions and promotional programs in connection with the Credit Card Rewards Program;

"Harley-Davidson" means collectively, Harley-Davidson Financial Services Inc. and H-D Michigan Inc.;

"MBNA" means The Toronto-Dominion Bank, operating a division as MBNA;

"Net Purchase" means the purchase of goods and/or services made by you or your authorized user(s) through the use of your Rewards Credit Card Account, plus or minus any adjustments made to your Rewards Credit Card Account in respect of those purchases. Net Purchases do not include, and you will not earn any Harley-Davidson Genuine Rewards Points in respect of, interest charges; cash advance and balance transfer transactions (including access cheques and deposits to a bank account); balance(s) permissibly transferred between MBNA credit card accounts or accounts of MBNA affiliates; cash advances re-designated as purchases; the purchase of cash equivalents, including foreign currency, traveller's cheques, money orders, wire transfers, person-to-person money transfers, bets, lottery tickets or casino gaming chips; unauthorized charges (including those made with a lost, stolen, cancelled or fraudulent Rewards Credit Card Account); credit insurance premiums; over-the-credit-limit fees; and other fees and charges assessed on your Rewards Credit Card Account; and

"you" and **"your"** mean the person in whose name MBNA has opened the Rewards Credit Card Account.

2. Acknowledgement. The use of your Rewards Credit Card Account will constitute your acknowledgement of and agreement with each of the Terms and Conditions described in this document relating to the Credit Card Rewards Program.

3. Participation Eligibility Requirements. To be eligible to participate in the Credit Card Rewards Program (i.e., both earn and redeem Harley-Davidson Genuine Rewards Points), you must satisfy each of the following conditions:

- a) have a Rewards Credit Card Account that is in good standing and has active charging privileges;
- b) be a member in good standing of the Harley-Davidson Rewards Program;
- c) be a member in good standing of the Credit Card Rewards Program;
- d) be an individual (corporations, partnerships and other entities may not participate);
- e) reside within Canada; and

- f) be of legal age to enter into a binding contract for the province or territory in which you permanently reside.

4. Credit Card Rewards Program. The Credit Card Rewards Program offers rewards in the form of Harley-Davidson Genuine Rewards Points that are credited to your Account. Harley-Davidson Genuine Rewards Points awarded under the Credit Card Rewards Program have no cash value. Instead, Harley-Davidson Genuine Rewards Points are accumulated and redeemable in the manner described below.

5. Harley-Davidson Genuine Rewards Points Accrual. Harley-Davidson Genuine Rewards Points accrue to your Account in the following manner:

- a) One (**1**) Harley-Davidson Genuine Rewards Point will accrue to your Account for every new two dollars in Canadian funds (**CDN\$2.00**) (or Canadian currency equivalent) in Net Purchase transactions. By way of an example, a Net Purchase totaling **\$10.25** will accrue five (**5**) Harley-Davidson Genuine Rewards Points. In addition, from time to time, you may have opportunities to earn incremental or bonus Harley-Davidson Genuine Rewards Points through special offers that will be accompanied by specific rules. Net Purchases posted to your Rewards Credit Card Account will be rounded to the nearest whole Harley-Davidson Genuine Rewards Point. More specifically, if the first number following the decimal point is five (**5**) or greater, then the number of Harley-Davidson Genuine Rewards Points earned will be rounded up to the nearest whole number (i.e., **167.75** Points rounds up to **168** Points).
- b) Harley-Davidson Genuine Rewards Points will be posted to your Account after each statement period of your Rewards Credit Card Account. Harley-Davidson Genuine Rewards Points are not earned or available for redemption until they are posted to your Account.
- c) Harley-Davidson Genuine Rewards Points indicated on the monthly Rewards Credit Card Account statement reflect the number of Harley-Davidson Genuine Rewards Points accrued during the statement period, adjustments and redemptions of Harley-Davidson Genuine Rewards Points and other such information as may be determined by MBNA from time to time, up to and including, the "As of Date" indicated on your Rewards Credit Card Account statement and reflect cumulative totals.
- d) If any Rewards Credit Card Account transaction that is subject to a billing dispute is credited to your Rewards Credit Card Account, the Harley-Davidson Genuine Rewards Points value of that transaction will be immediately deducted from your Account. However, if the disputed charge is reversed, then the Harley-Davidson Genuine Rewards Points value of the transaction will be added back to the Account.

- e) The Harley-Davidson Genuine Rewards Points value of a transaction will be deducted from your Account balance when a credit is posted to your Rewards Credit Card Account for adjustments made for previously billed charges.
- f) Neither Harley-Davidson Genuine Rewards Points nor Vouchers (as defined below) may be used to pay any balance owing in respect of your Rewards Credit Card Account.

6. New and Existing Cardholders. For new cardholders, accrual of Harley-Davidson Genuine Rewards Points will begin on the date on which the first Net Purchase transaction is charged to your Rewards Credit Card Account. If you are already an MBNA customer and you convert your existing eligible credit card account to the Rewards Credit Card Account, you will not begin accruing Harley-Davidson Genuine Rewards Points until your Rewards Credit Card Account has been created by MBNA and the first Net Purchase transaction is charged to your Rewards Credit Card Account. Harley-Davidson Genuine Rewards Points will not be awarded retroactively.

7. Contest. Once per calendar quarter, commencing on a date mutually agreed upon by Harley-Davidson and MBNA, a Contest will be held whereby a Harley-Davidson motorcycle will be awarded to a Rewards Credit Card Account holder. The specific motorcycle to be awarded will be determined by Harley-Davidson and MBNA, in their discretion, and may not be substituted or exchanged. Both MBNA and Harley-Davidson reserve the right to disqualify any person from eligibility in the Contest for any activity determined by MBNA or Harley-Davidson, in their discretion, to be abusive, fraudulent or which would create an unfair advantage for any person. The Contest will be administered by an independent third party ("**CONTEST Administrator**") to ensure fairness and impartiality. Winners of the Contest will be drawn at random from persons who have entered. Each Net Purchase made using a Rewards Credit Card Account shall entitle the holder of such credit card to an automatic entry in the next upcoming quarterly Contest. Multiple Net Purchases shall result in multiple entries. Entries do not carry over from one Contest to the next. Contest winners may be required to answer a skill-testing question. All rules and requirements established by the CONTEST Administrator, including, without limitation, rules surrounding "**no purchase**" entry and winner selection shall apply to the Contest and will be available upon request by contacting MBNA as set out below.

8. Account Information. MBNA will be solely responsible for maintaining the amount of Harley-Davidson Genuine Rewards Points accumulated by you under the Credit Card Rewards Program. You will receive regular detailed information about the status of your Account. You may also contact Harley-Davidson (as detailed below) to make inquiries about your Account.

9. Inquiries. To make inquiries about the Credit Card Rewards Program, you should contact MBNA by: (i) telephone at 1-888-876-6262 (toll-free – 24-hour service); or (ii) mail at

MBNA, P.O. Box 9614, Ottawa, Ontario K1G 6E6 or (iii) online at www.mbna.ca. To make inquiries about the Harley-Davidson Rewards Program or your Account you should contact Harley-Davidson by telephone at 1-800-242-9229.

10. Redemption. redemptions of Harley-Davidson Genuine Rewards Points can only be made in accordance with the terms and conditions of the Harley-Davidson Rewards Program. The Harley-Davidson Rewards Program has detailed terms and conditions on, among other matters, the accumulation, redemption and expiration of Harley-Davidson Genuine Rewards Points. For information on the Harley-Davidson Rewards Program, including its terms and conditions, please visit www.mbna.ca. It is your sole responsibility to determine the then applicable terms and conditions related to the Harley-Davidson Rewards Program including, but not limited to, accumulation, redemption and expiration of Harley-Davidson Genuine Rewards Points. MBNA is not responsible for the redemption of Harley-Davidson Genuine Rewards Points and/or the management of the Harley-Davidson Rewards Program and you agree to release MBNA, its affiliates and their respective directors, officers and employees from any and all claims in respect of damages or losses you may suffer due to non-compliance with the terms and conditions of the Harley-Davidson Rewards Program and/or any redemption policies of Harley-Davidson.

The procedure for redeeming Harley-Davidson Genuine Rewards Points is as follows:

- a) All redemptions of Harley-Davidson Genuine Rewards Points can be made by calling 1-888-876-6262 (toll-free) or online at www.mbna.ca. You may redeem accumulated Harley-Davidson Genuine Rewards Points for vouchers (each being a "**Voucher**"). Each two thousand five hundred (**2,500**) Harley-Davidson Genuine Rewards Points accumulated on your Account entitles you to a Voucher for twenty-five (**25**) Canadian dollars, redeemable at participating Harley-Davidson retail locations across Canada.
- b) Vouchers are issued in increments of **\$25.00** and are issued only upon request. Vouchers have no independent cash value and may be subject to an expiration date.
- c) Once mailed to you by the Harley-Davidson Genuine Rewards Points processor, Vouchers are deemed to have been delivered and the obligations under these Terms and Conditions fulfilled. MBNA is not responsible for lost or stolen Vouchers.

11. Tax. You are solely responsible for any personal tax liability arising from your participation in the Credit Card Rewards Program. You should consult with your personal tax advisor in order to determine any personal tax consequences. You understand and agree that neither MBNA nor Harley-Davidson will issue tax receipts in respect of the Credit Card Rewards Program. You hereby agree to release MBNA, Harley-Davidson and their respective affiliates, directors, officers and employees

from any and all claims in respect of any tax liability resulting from your participation in the Credit Card Rewards Program.

12. Interpretation and Disputes. Any interpretations, questions or disputes regarding the Credit Card Rewards Program shall be resolved at the sole discretion of MBNA and all decisions made by MBNA shall be final. Any interpretations, questions or disputes regarding the Harley-Davidson Rewards Program shall be resolved at the sole discretion of Harley-Davidson and all decisions made by Harley-Davidson shall be final.

13. Privacy. You consent and authorize MBNA, its affiliates, agents, and any non-affiliated third party service providers with whom any of the foregoing contract in order to manage the Credit Card Rewards Program, to share information about you, your Rewards Credit Card Account, the Credit Card Rewards Program and the Harley-Davidson Rewards Program as necessary to effect, administer, enforce, service or fulfill the terms of the Credit Card Rewards Program. Examples of information that may be shared may include, but are not limited to, name, address, telephone number, purchase and transaction value and specific information necessary for administering rebate programs and contests and/or promotional offers, to better develop our relationship with you, and to develop products that may be of interest to you. To obtain more information about our privacy terms as they relate to the division operating as MBNA, please visit our website at www.mbna.ca/privacy.

14. Amendments to Credit Card Rewards Program. The Credit Card Rewards Program and its benefits are offered at the discretion of Harley-Davidson and MBNA.

a) **Provinces and Territories excluding Québec:** This section 14(a) applies only to the residents of the Provinces and Territories of Canada excluding Québec.

You understand and agree that we may amend these Terms and Conditions, in whole or in part, at any time with or without notice, provided, however, that MBNA will send notice to your address shown in our records at the time the notice is sent (which may include posting updated changes to our website or to your email address, or by providing notice of the changes with your monthly statement) if any of these Terms and Conditions are amended to impact: (i) eligibility requirements to participate in the Credit Card Rewards Program; (ii) earning Harley-Davidson Genuine Rewards Points or any other rewards (including introducing or changing a limit on the number of Harley-Davidson Genuine Rewards Points that can be earned); (iii) terms above on how to redeem Harley-Davidson Genuine Rewards Points and Account Information; (iv) fees related to the Credit Card Rewards Program, including the introduction of new fees; and (v) transferring, forfeiting or expiring Harley-Davidson Genuine Rewards Points or any other rewards.

b) **Province of Québec:** This section 14(b) applies to Québec residents only. We may amend these Terms and Conditions regarding:

- the eligibility requirements to participate in the Credit Card Rewards Program
- earning Harley-Davidson Genuine Rewards Points or any other rewards (including introducing or changing a limit on number of Harley-Davidson Genuine Rewards Points that can be earned)
- terms above on how to redeem Harley-Davidson Genuine Rewards Points and Account Information
- fees related to the Credit Card Rewards Program, including the introduction of new fees
- transferring, forfeiting or expiring Harley-Davidson Genuine Rewards Points or any other rewards
- benefits under the Credit Card Rewards Program
- management of your Account
- obligations and liabilities (including related to taxes) under the Credit Card Rewards Program
- how we may change or terminate the Credit Card Rewards Program
- ownership of the Credit Card Rewards Program
- communication between us and you and the management of personal information in relation to the Credit Card Rewards Program
- any other term and condition of the Credit Card Rewards Program

If any such amendment pertains to an essential element of these Terms and Conditions, we will send a clear and legible written notice to your address shown in our records at the time the notice is sent, between the **60th** and the **90th** day before the amendments come into force, setting out the new clause only, or the amended clause and the clause as it read formerly, and the date of the coming into force of the amendment. Any other amendment may be made by us at any time, with or without notice, and any such notice may be provided by posting updated changes to our website or to your email address, or by providing notice of the amendments with your monthly statement.

15. Termination. Either MBNA or Harley-Davidson may suspend or terminate the Credit Card Rewards Program at any time upon written notice to you. Any violation of the Terms and Conditions by you may result in liability for damages, termination of your Credit Card Rewards Program eligibility and/or loss or revocation of Harley-Davidson Genuine Rewards Points. You will be entitled to redeem accumulated Harley-Davidson Genuine Rewards Points during the term of the Credit Card Rewards Program and for a period expiring on the effective termination date of the Credit Card Rewards Program.

16. Transfer of Harley-Davidson Genuine Rewards Points.

Harley-Davidson Genuine Rewards Points are not transferable in any circumstance under the Credit Cards Reward Program, including but not limited to, upon death or as part of any domestic relationship's legal proceedings or otherwise.

17. Disqualification/Forfeiture of Harley-Davidson Genuine Rewards Points.

- a) MBNA reserves the right to disqualify anyone from participation in the Credit Card Rewards Program, refuse to award Harley-Davidson Genuine Rewards Points and/or close your Rewards Credit Card Account if, in MBNA's sole discretion, you or any other person(s) using your Rewards Credit Card Account, have breached these Terms and Conditions, including, but not limited to, acts of fraud or abuse.
- b) If you voluntarily close your Rewards Credit Card Account, any unredeemed Harley-Davidson Genuine Rewards Points may be redeemed provided that your redemption request is received by MBNA within **120** days following your request to close your Rewards Credit Card Account. All unredeemed Harley-Davidson Genuine Rewards Points shall be automatically, immediately and irrevocably forfeited after such **120** day period.
- c) If MBNA closes your Rewards Credit Card Account, whether due to fraud, abuse, non-payment, non-renewal, death or for any other reason, all unredeemed Harley-Davidson Genuine Rewards Points shall be automatically, immediately and irrevocably forfeited upon your Rewards Credit Card Account being closed.

18. Waiver. No delay or omission by Harley-Davidson and/or MBNA in exercising any right or remedy contained in these Terms and Conditions shall operate as a waiver of any of such rights and remedies nor shall it be interpreted as such. Harley-Davidson and/or MBNA may, in their sole discretion, deviate from the strict observance, performance or compliance by you of any of these Terms and Conditions. Such deviations shall not alter, affect or prejudice any of Harley-Davidson and/or MBNA's other rights or remedies and shall only be effective in the specific instance and for the specific purpose for which it was given and shall be deemed not to be a waiver of any other of Harley-Davidson and/or MBNA's rights or remedies as a result of any other breach of these Terms and Conditions.

19. Indemnification.

- a) You agree to hold MBNA and its directors, officers, agents, employees, affiliates, successors and assigns (collectively, the "**MBNA Indemnitees**") harmless from and against all liability, causes of action, penalties, costs and claims, and will reimburse the MBNA Indemnitees' reasonable and actual expenses incurred in connection therewith (including legal fees and costs), arising from or related to your participation in

the Credit Card Rewards Program including, but not limited to, any delay, cancellation or failure to honour for any reason whatsoever any purchase transaction or other products promised to you upon the redemption of Harley-Davidson Genuine Rewards Points, and any damages, injuries or disabilities suffered through use or consumption of any products obtained upon the redemption of Harley-Davidson Genuine Rewards Points. You further agree that MBNA has no liability to you in respect of Harley-Davidson Genuine Rewards Points or the Harley-Davidson Rewards Program. You also agree that any recourse you may have in respect of a failure on the part of any person or entity to deliver the products promised under the Harley-Davidson Rewards Program shall be solely as between you and such other person or entity.

- b) You further agree to hold Harley-Davidson and its directors, officers, agents, employees, affiliates, successors and assigns (collectively, the "**Harley-Davidson Indemnitees**") harmless from and against all liability, causes of action, penalties, costs and claims and will reimburse the Harley-Davidson Indemnitees' reasonable and actual expenses incurred in connection therewith (including legal fees and costs), arising from or related to the operation and administration of, and your participation in, the Credit Card Rewards Program.

20. Address Changes. It is your sole responsibility to promptly advise Harley-Davidson and MBNA of any changes to your mailing address or other contact information. Neither Harley-Davidson nor MBNA is responsible for any lost, misdirected or delayed mail or other communications or any consequences thereof and you agree to release Harley-Davidson and MBNA and their respective affiliates, directors, officers and employees from any and all claims in respect of losses or damages resulting therefrom.

21. Not Affiliated. MBNA and Harley-Davidson are not affiliated in any manner and are not agents, representatives or employees of each other and no party has the power to obligate or bind the other party. The Credit Card Rewards Program, the Harley-Davidson Rewards Program and the Rewards Credit Card Account are independent of each other. MBNA makes no representation as to the quality or fitness for use of any rewards offered under the Harley-Davidson Rewards Program and does not offer, endorse or guarantee any of the goods, services, information or recommendations provided by third parties to you.

22. Liability. None of MBNA, Harley-Davidson or any of their respective affiliates, directors, officers and employees or agents will be liable to you for any action any of them take or fail to take in connection with the Credit Card Rewards Program and/or the Harley-Davidson Rewards Program or any changes in or termination of the Credit Card Rewards Program and/or the Harley-Davidson Rewards Program. MBNA and Harley-Davidson, together with all of their respective affiliates, shall not be liable for any damages (including direct, indirect, consequential, incidental, special or punitive) with respect to the participation in the

Credit Card Rewards Program or the Harley-Davidson Rewards Program and the type, quality or fitness of goods, services or rewards provided through the Harley-Davidson Rewards Program.

ANY PRODUCT, SERVICE OR REWARD OBTAINED THROUGH THE HARLEY-DAVIDSON REWARDS PROGRAM IS PROVIDED "AS IS", WITHOUT REPRESENTATION OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, MBNA, HARLEY-DAVIDSON AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUPPLIERS, ADVERTISERS AND AGENTS EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND ALL WARRANTIES RELATING TO THE ADEQUACY, ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED AS IT RELATES TO THE HARLEY-DAVIDSON REWARDS PROGRAM. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES OR DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

MBNA, HARLEY-DAVIDSON AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUPPLIERS, ADVERTISERS AND AGENTS DO NOT WARRANT THAT YOUR USE OF ANY REWARDS SITE WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER(S) ON WHICH THE SITE IS HOSTED ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELEPHONE, COMPUTER HARDWARE AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE THE SITE, AND ALL CHARGES RELATED THERETO. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND YOUR RELIANCE THEREON.

The above information is correct as of July 2019. These Terms and Conditions are available at www.mbna.ca or by calling 1-888-876-6262 to request that a copy be sent to you. All information is subject to change.

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