

Terms and Conditions for the Fox Harley-Davidson Reward Card

1. **These rules govern the collection and use of points and set out the terms of the contract between Fox Harley-Davidson (“us/we”) and each participant in the Reward Card program. A participant can register with the Fox Harley-Davidson Reward Card (“Reward Card”) by making a qualifying purchase of \$200 or more and then earn points on qualifying purchases made at Fox Harley-Davidson. Use of the card constitutes agreement to these Terms & Conditions. We may refuse an application for any good reason.**
2. The Reward Card is operated by Fox Harley-Davidson of Owen Sound. Cards are issued by and remain the property of Fox Harley-Davidson of Owen Sound.
3. A participant may use the Reward Card only at Fox Harley-Davidson of Owen Sound.
4. To earn or redeem points, a participant must present the Reward Card to staff before or at the same time as presenting payment for your transaction. You will not be able to obtain or redeem points at a later date.
5. A Card may only be used by the participant named on the Reward Card. We may, at our sole discretion, allow other nominated persons to use the card to earn or redeem points.
6. **Points will be awarded when a participant purchases any Parts, Accessories, General Merchandise, MotorClothes apparel and Labour. One (1) point will be awarded for every dollar spent before tax (\$1 = 1point). We may alter the method and rate at which points are awarded at our discretion. When points accrued reaches 500points, the Reward Card is automatically loaded with a \$50 balance to be used at Fox Harley-Davidson on anything in the store. If initial purchase is over \$500 then the 500 points will be converted to \$50 after the following purchase.**
7. **Reward Cards hold no cash value and cannot be redeemed for cash.**
8. In the event of the failure of any equipment used to operate the Reward Card, we may refuse to redeem or award points on any transaction. We shall not be responsible for any failure in the equipment used to operate the Reward Card.
9. If, after purchasing goods on which points have been awarded, a participant subsequently obtains a store credit from us for the goods, at the time of the refund, the points awarded on the purchase will remain on the Reward Card. **Points will not be awarded when using Store Credits as payment for products.**
10. Any changes of address must be notified to us. Participants must be over 18. It is the participant’s responsibility to ensure that all information provided is kept up to date. You are therefore recommended to check the information you provide to us to ensure that it is accurate.
11. The conditions of use stated on the reverse of the Card form part of the terms and conditions although in the event of any conflict the terms and conditions contained in this agreement shall prevail.
12. **A participant may apply for a new Reward Card if it is lost or stolen. The points balance at the time the Card was lost or stolen may (at our sole discretion) be transferred to the new Card.**
13. Any printed statements made by us, regarding the Reward Card, form part of these terms and conditions.
14. We may amend or terminate the Reward Card or amend any of these terms and conditions (including the value of points), at any time by giving notice:
 - (i) at Fox Harley-Davidson; or
 - (ii) on our website; or
 - (iii) by sending an email to participants who have chosen to receive further communication from us.

We will use our reasonable endeavours to notify participants one month before termination or amendment (although we have no obligation to do so) by one of the above methods. Earning or redeeming points will constitute acceptance of the new terms and conditions.

Points have no expiry date but are lost if the relevant Card is withdrawn for any reason or the Reward Card ends.

15. We may, at our sole discretion, refuse to issue a Card and may withdraw a Card from a participant at any time. We may, at our sole discretion remove any or all participants from the Scheme at any time.