

## TERMS & CONDITIONS

The following Terms & Conditions apply to the purchase offer set out herein (the "**Offer**") with respect to:

Motorcycle:	Yamaha NIKEN (hereinafter: the " <b>Motorcycle</b> ")
Offer Period:	From May 16 <sup>th</sup> , 2018
Qualifying countries:	UK (hereinafter: " <b>Territory</b> ")
Offer Price (RRP):	13499 GBP

### Registration for purchase offer

#### 1. Offer provider

The Motorcycle online registration for purchase offer is offered by Yamaha Motor Europe N.V., its branch offices and related affiliates (jointly and separately referred to as "**Yamaha Motor Europe**" or "**We**"). Unless otherwise referenced herein, any reference to Yamaha Motor Europe shall include all of its branch offices and related affiliates.

#### 2. Offer and registration

This Offer provides the purchase of a new Motorcycle against the Offer Price for residents in the Territory aged 18 or over. To enter the Offer, eligible customers must register to purchase a Motorcycle during the Offer Period. The online registration for purchase of the Motorcycle for the Offer Price will be possible during the Offer Period and for a limited amount of exclusive Motorcycles. Each person can only register for one Motorcycle. The registration is strictly personal and this Offer and its benefits are not transferable.

#### 3. Confirmation of registration and allocation of Motorcycle

Upon registration, We will send you a confirmation of receipt of your registration at the email address provided by you during registration. Customers will be served depending on the number of Motorcycle's available for each country of residence of the customer. If you are eligible to purchase a Motorcycle under this Offer, Yamaha Motor Europe will confirm the temporary allocation of a Motorcycle to you by email within three (3) working days after sending of our registration confirmation.

#### 4. Motorcycle purchase

Once We have confirmed to you the temporary Motorcycle allocation, please visit the dealer you have selected in the registration process within 14 calendar days. Bring a print out of the allocation confirmation email with you to enter into the Motorcycle purchase contract at the selected dealer under this Offer. The dealer will confirm the expected delivery period to you upon the closure of the contract.

Should you not come to an agreement with the dealer you have selected through the registration system, you may change the dealer (see Motorcycle dealers as listed in the dealer locator on the Yamaha Motor website of the country of your residence) to close the purchase contract (please take the confirmation of temporary allocation email with you also to that dealer). Please also take into account that the closure of the purchase contract should in any event take place within 14 calendar days after the day the confirmation of temporary allocation was sent to you. The

Motorcycle purchase contract shall be between you and the selling dealer, Yamaha Motor Europe will not be a party to your purchase contract.

Be aware that the name of the purchaser on the Motorcycle purchase contract must be identical to the name provided during the online registration for this Offer. In case of discrepancies, Yamaha Motor Europe and the dealer selling the Motorcycle, reserve the right to render your registration and the temporary allocation of a Motorcycle invalid.

If, for whatever reason the purchase contract for the Motorcycle is not concluded within 14 calendar days after the date of allocation confirmation, your registration for the Motorcycle will be cancelled automatically.

## **5. General terms**

By submitting your registration you declare that you have read and understood these terms and conditions and accept them.

This Offer is not available in conjunction with any other promotion, offer or discount (unless otherwise stated). There is no cash alternative to the Offer and this Offer and its benefits are not exchangeable or transferable. Yamaha Motor Europe reserves the right to verify the validity of registrations and to disqualify any entrant who is found to have tampered with the entry process.

Save that nothing in these Terms and Conditions shall limit or exclude Yamaha Motor Europe's or any third party's liability for (a) death or personal injury caused by negligence, or (b) fraud, Yamaha Motor Europe and its associated companies and agents will be not be responsible for and shall have no liability in connection with any of the following occurrences to the extent that they occur for reasons beyond their reasonable control: (i) any postponement, cancellation or amendment to this Offer, (ii) any failure by the customer or relevant person to purchase the Motorcycle, and (iii) any act or default of any third party supplier.

Yamaha Motor Europe may process personal data. For more details on how we use your personal data, please check our Privacy Policy <http://www.yamaha-motor.eu/uk/privacy/index.aspx>.

These Terms and Conditions are translated in various languages. The English version shall always prevail in case of any discrepancy or inconsistency between the English version and any of its translated versions.

If any of these terms and conditions, is void, voidable, unenforceable or illegal, then it is to be severed from these terms and conditions and the remainder of these terms and conditions will continue with full force and effect.

This Offer, and these Terms and Conditions, are subject to change or withdrawal without notice at any time. Last update of these Terms and Conditions: 07-05-2018.

These Terms and Conditions and the Offer are exclusively governed by Dutch law. Any disputes arising from these Terms and Conditions and/or the Offer will be exclusively submitted to the competent court in Amsterdam, the Netherlands.

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