

**BASS PRO SHOPS AND CABELA'S
VETERANS DAY SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR CLAIM PRIZE.
A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. **ELIGIBILITY:** The Bass Pro Shops and Cabela's Veterans Day Sweepstakes (the "Promotion") is **open only to legal residents of the continental United States and the District of Columbia ("U.S.") who are 18 years of age or older at time of entry and are serving or have served in the U.S. military via Active Duty, including National Guard, or Reserve components of the Army, Navy, Marine Corps., Air Force, or Coast Guard and, if discharged or released, have an honorable discharge, or are currently married to a current member of the Army, Navy, Marine Corps., Air Force, or Coast Guard or their National Guard or Reserve components (each, an "Entrant"). Proof of eligible military service and/or discharge will be required to be named the Winner.**

Employees of Bass Pro Outdoor World, L.L.C. (the "Sponsor"); Cabela's Wholesale, L.L.C. ("Cabela's"); Toyota Motor Sales, U.S.A., Inc. ("TMS"); TMBC, L.L.C. ("Tracker"); and each of their respective parents, subsidiaries, agencies, affiliates, dealers, employees, contractors, and members of the immediate families (spouses and parents, siblings, children and their spouses and in-laws) and persons living in the same household of any of the aforementioned individuals are not eligible to participate in the Promotion. Void in Alaska, Hawaii, and where prohibited. Entrants are subject to the terms and conditions of these Official Rules ("Official Rules").

2. **PROMOTION DESCRIPTION:** The "Promotion runs from 12:00am Central Time ("CT") on November 1, 2022, through 11:59pm CT on December 1, 2022 (the "Entry Period"). To be eligible for a chance to win, Entrants **MUST** be a legal U.S./District of Columbia resident 18 years of age or older at time of entry who meet the eligibility criteria specified in Section 1.
3. **HOW TO ENTER:** To enter the Promotion, visit www.basspro.com/VeteransDay or www.cabelas.com/VeteransDay ("Web Site") during the Entry Period and complete the Entry form and submit as directed (each, an "Entry"). Entries must be received by Web Site's server by 11:59pm CT on December 1, 2022.

Entrants may also Enter by using a web-enabled mobile device to scan the QR Code on display at a participating Bass Pro Shops or Cabela's location. Doing so will launch an online entry form to your device. Complete the entry form and submit as directed. Entries must be received by Web Site's server by 11:59pm CT on December 1, 2022. If the mobile device being used does not have a QR Code scanning application or function, a QR Code scanning application may be obtained free of charge from an application store. Check the mobile device's user guide and/or the application for further instructions, if needed. Entrant is solely responsible for any related equipment, application, and wireless charges pursuant to the mobile device's service provider's rate plan. Please consult the appropriate wireless device/service provider for more information.

Web Site's server is the official clock for this Promotion. **LIMIT ONE ENTRY PER PERSON DURING THE ENTRY PERIOD, REGARDLESS OF METHOD OF ENTRY.** No mechanical reproductions permitted.

4. **DRAWING/PRIZE/ODDS OF WINNING:** On or about December 5, 2022, a random drawing will be conducted by Promotion Mechanics, Inc. ("PMI"), an independent judging organization, from among all eligible Entries received during the Entry Period in order to award the following prize to one Entrant ("Winner"):

(1) Grand Prize: one (1) 2023 Toyota Sequoia Limited, Supersonic Red ("Vehicle") with a Manufacturer's Suggested Retail Price ("MSRP") of \$68,592 AND one (1) 2023 TRACKER® PRO Team™ 195 TXW Tournament Edition, Tracker Black, w/Mercury Pro XS 150 L Pro XS FourStroke ("Boat") and trailer ("Prize"). Total Prize MSRP is approximately \$36,295). Actual MSRP will depend on Winner's location. Prize includes freight and preparation. Vehicle color and model to be determined by Sponsor.

Winner must take delivery of the Vehicle from the automobile dealership designated by TMS. Neither Sponsors nor TMS shall be responsible for delays in delivery of the Vehicle, and delivery is subject to availability. Sponsors and TMS, however, shall use all reasonable efforts, subject to availability, to deliver the Vehicle to the TMS-designated delivery dealer within one hundred and eight (180) days of completion of verification process. Winner must personally retrieve the Vehicle within thirty (30) days of written notification of delivery or he/she will lose his/her right to claim the Prize. Winner may also be requested to complete additional forms as requested by TMS in order to claim the Prize.

Winner must take delivery of the Boat at the Bass Pro Shops/Cabela's Boating Center nearest Winner's residence within thirty (30) days of notice of availability.

Odds of winning will be determined by the combined number of eligible Entries received. Winner will be notified by email, telephone and/or mail at Sponsors' sole discretion.

- 5. GENERAL:** The depiction of the Prize in any advertising, promotional materials, or displays may not reflect the actual prize. TMS, Tracker, Cabela's, and/or Sponsor will determine all features of Prize including, but not limited to, color of exterior and interior. All other features or upgrades will be allowed only if permitted by delivery dealer and paid for by the Winner. Winner must be a legal US resident and US licensed driver and will be required to provide proof of valid US driver's license and legally required insurance at time of Vehicle delivery and otherwise meet all eligibility requirements contained in these Official Rules. Winner is responsible for title, applicable taxes (including without limitation any incremental income taxes and any sales, use, or property taxes), license, registration, dealer preparation costs, auto insurance and other fees associated with the Prize. Sponsor, TMS, Tracker, and Cabela's shall not have any responsibility or liability whatsoever for any property loss, damage, personal injury, or death, in connection with any Winner's acceptance or use of his/her Prize provided pursuant to the Promotion and/or any person's participation in the Promotion; provided, however, that TMS shall be solely responsible for any express-written limited warranties specifically set forth in the applicable Owner's Guide for the Vehicle, and Tracker shall be solely responsible for any express limited warranties specifically set forth in the applicable Owner's Guide for the Boat. Winner shall bear all risk of loss or damage to his/her Prize after delivery to the designated delivery site. Winner must personally retrieve his/her Prize from the designated delivery site within thirty (30) days of notification of delivery.

Prize is non-transferable and no substitution or cash redemption will be permitted except as provided herein at Sponsor's and/or TMS' discretion. Sponsor reserves the right to substitute a prize (or portion thereof) with one of comparable or greater value, at its sole discretion.

Taxes on Prize and expenses related to acceptance and use of Prize not specified are the sole responsibility of the Winner. By participating, Entrants agree (a) to these Official Rules and decisions of judges which shall be final in all respects; (b) to release and hold harmless Sponsor, Cabela's, TMS, Tracker, their respective subsidiaries, affiliates and agencies, and their respective directors, officers, employees, agents and representatives ("Releasees") from any and all claims, demands, costs, expenses, liability, losses or damages of any kind resulting from their participation in the Promotion or their acceptance, use or misuse of the Prize awarded, including liability for personal injury or death; (c) if the Winner, to the use of name and/or photograph for advertising and publicity purposes without compensation (unless prohibited by law) and to execute specific consent to such use if asked to do so, and to the announcement of their name, city and state; and (d) that Sponsor and its respective agents have not made any representation, warranty or guaranty, in whole or in part, in law or in fact, relative to the Prize awarded. Winner may be required to complete and submit a separate Affidavit of Eligibility and Liability Release for the Vehicle and the Boat. In addition, Winner will be required to complete and submit (where legal) a Publicity Release as well as a W9 Tax Form, which must be returned within the time period specified by Sponsor or an alternate winner may be selected. The value of the Prize will be taxable to Winner as income. Return of any Prize/Prize notification as undeliverable may result in disqualification of Winner and an alternate Winner will be selected. Releasees are not responsible and shall not be liable for: (a) any telephone, electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind, including without limitation, server malfunction or by any human error which may occur in the processing of entries; (b) failed, incomplete, garbled or delayed computer transmissions; (c) late, lost, illegible, postage-due, incomplete, damaged or misdirected entries or mail; and (d) any condition caused by events that may cause the Promotion to be disrupted or corrupted. Sponsor reserves the right in its sole discretion to cancel or suspend the Promotion or any portion thereof should any causes corrupt the administration, security or proper play of the Promotion; in which case, Prize will be awarded via a random drawing from among all eligible Entries legitimately received prior to cancellation. In case of dispute, Entries will be declared made by the authorized account holder of the

email address used to participate at the time of Entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email address for the domain associated with the submitted email address. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. In no event will Releasees be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential or punitive damages arising out of any Entrant's access to and use of the internet sites www.basspro.com/VeteransDay or www.cabelas.com/VeteransDay, or other sites promoting the Promotion or the downloading from and/or printing material downloaded from said sites. Without limiting the foregoing, everything on these sites is provided "as is" without warranty of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. Entries become the property of Sponsor. No Prize transfer. No Prize substitution except at Sponsor's sole discretion.

- 6. COLLECTION AND USE OF PERSONAL INFORMATION:** As a condition of entering the Promotion, Entrants agree and consent to Sponsor's collection, use and retention of their personal and other information for all purposes related to the Promotion (including, without limitation, processing and administering entries or prize claims, sharing Entrant's personal information with third parties, including Sponsor's service providers, contractors, prizing partners, etc. as necessary to conduct and operate the Promotion, communicating with and awarding prize to Winner, making public announcements about Winner, and advertising, promotion and publicizing the Promotion), and to comply with applicable laws, rules and regulations, including the storing of your information for purposes of complying with state record retention requirements. Information collected from Entrants will be subject to Sponsor's Privacy Policy, published at <https://www.basspro.com/shop/en/privacy-policy-summary-bass-pro-shops>. If you object to anything stated in these Official Rules or Sponsor's Privacy Policy, do not participate in the Promotion. If you are a California US resident and wish to review what choices and rights you are afforded under the California Consumer Privacy Act (CCPA) or other applicable California privacy laws, please review that section of US Sponsor's Privacy Policy using the link provided above.
- 7. ARBITRATION/CHOICE OF LAW:** Except where prohibited, Entrants agree that (a) any and all disputes, claims, and causes of action arising out of or connected with this Promotion, or any prize awarded, or the determination of the Winners, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration pursuant to the Rules of the American Arbitration Association, then effective, in Greene County, Missouri in the US, (b) any and all claims, judgements and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion but in no event attorneys' fees; and (c) under no circumstances will Entrant will be permitted to obtain awards for and Entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrant and/or Sponsors in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Missouri, without regard for conflicts of law doctrine, and all proceedings shall take place in Greene County, Missouri, USA.
- 8. WINNER'S NAME:** For Winner's name, mail a self-addressed, stamped envelope to be received by February 6, 2023 to: Bass Pro Shops/Cabela's Winner, PMI Station, P.O. Box 750, Southbury, CT 06488-0750, USA.

Sponsor: Bass Pro Outdoor World, L.L.C., 2500 E. Kearney, Springfield, MO 65898
Administrator: Promotion Mechanics, Inc., 87 South Main Street, Newtown, CT 06470

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