

**BASS PRO SHOPS AND CABELA'S
VORTEX MONTH GIVEAWAY 2022
OFFICIAL RULES**

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

- 1. ELIGIBILITY:** Open to legal residents of the 50 United States and District of Columbia who are 18 years of age or older at time of entry. Employees of Bass Pro Outdoor World, LLC ("the Sponsor"); Cabela's Wholesale, LLC ("Cabela's"), Sheltered Wings, Inc. d/b/a Vortex Optics ("Vortex Optics"), Capital One Bank (USA), N.A., and their respective subsidiaries, agencies, affiliates 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 such individuals are not eligible. Void where prohibited.
- 2. PROMOTION DESCRIPTION:** The Vortex Month Giveaway (the "Promotion") runs from 12:00:00am Central Time ("CT") on October 1, 2022, and ends at 11:59:59 pm CT on October 31, 2022 (the "Promotion Period"). Entrants may enter in-store for a chance to win a Store Prize. Entrants may enter online and when using their CLUB® Mastercard® to purchase any in-stock Vortex Optics item at participating Bass Pro Shops and Cabela's locations or at www.basspro.com and www.cabelas.com for a chance to win a Grand Prize or First Prize. See Sections 3 and 4 below for further details.

(1) Store Prize Winner will be selected by each participating store from among all eligible paper entries collected at that particular store.

(1) Grand Prize Winner and (4) First Prize winners will be selected from among all eligible online and purchase entries received.

Note: In-store paper entries are not eligible for the Grand or First Prize drawings. Online and Purchase entries are not eligible for Store Prizes.

3. HOW TO ENTER:

In-Store (for entry into that particular store's drawing to award that store's Store Prize):

Entry forms are available at participating Bass Pro Shops and Cabela's locations. To enter, complete an official entry form (or hand print your name, complete address, daytime phone number, email address and date of birth on a 3"x5" piece of paper) and deposit your entry in an official ballot box at one of the participating Bass Pro Shops or Cabela's locations during the Promotion Period. **Limit one in-store paper entry per person, per store, per day. No Mechanical reproductions permitted.**

Online (for entry into the Grand Prize and First Prize drawings):

You may enter by visiting basspro.com/vortex or cabelas.com/vortex ("Website") during the Promotion Period. Complete the online entry form and submit as directed. Doing so will earn you one Entry into the Grand and First Prize drawings. Entries must be received by Website's server by 11:59:59 pm CT on October 31, 2022. Website's server is the official clock for this promotion.

Vortex Optics Purchase with CLUB® Mastercard® (for entry into the Grand Prize and First Prize drawings):

Purchase any in-stock Vortex Optics item using your CLUB® Mastercard® at a participating Bass Pro Shops or Cabela's location, or online at www.basspro.com or www.cabelas.com during the Promotion Period. Doing so will earn one Entry into the Grand and First Prize drawings.

Limit one online entry or purchase entry, per person, per day, regardless of method of entry. No mechanical reproductions permitted.

4. DRAWINGS/PRIZES/ODDS OF WINNING:

Store Prizes:

On or about 11/1/22, a random drawing will be conducted by each participating store's management from among all eligible paper entries received at that store to award the following prize:

(1) Store Prize (one per participating store): a Vortex Diamondback HD Binocular valued at approximately \$249.99. Winners will be notified by phone, email, or mail, at each store's discretion. Odds of winning will be determined by the number of eligible entries received at each participating store.

Grand Prize and First Prizes:

On or about 11/9/22, a random drawing will be conducted by Promotion Mechanics, Inc., an independent judging organization, from among all eligible online and purchase entries combined to award the following prizes:

(1) Vortex "Tactical Package" First Prize consisting of (1) AMG UH-1 GEN II HOLO. SIGHT, (1) MICRO 3X MAGNIFIER, (1) VIPER RED DOT, (1) STRIKE EAGLE 1-8X24 FFP, (1) VORTEX VIPER 30MM CANTILEVER, (1) VIPER PST GEN II, and (1) PRECISION QR CANTILEVER 30MM. Total combined approximate retail value ("ARV") \$2,840.

(1) Vortex "Hunt A Package" First Prize consisting of (1) RAZOR HD BINOCULAR, (1) DIAMONDBACK HD SPOTTING SCOPE, (1) RAZOR HD4000 RANGEFINDER, (1) SUMMIT CARBON II TRIPOD KIT, (1) VIPER HS RIFLESCOPE, and (1) PRO SERIES 30MM RINGS (1.00"). Total ARV \$3,190.

(1) Vortex "Long Range Shooter" First Prize consisting of (1) FURY HD 500 AB LASER RF BINOCULAR, (1) STRIKE EAGLE 5-25X56 EBR-7CMOA, (1) PRECISION MATCHED RINGS 34MM, and (1) RADIANT CARBON BALL HEAD KIT. Total ARV \$3,480.

(1) Vortex "Hunt B" First Prize consisting of (1) RAZOR LHT 3-15X42 HSR-51 MOA, (1) VIPER HD 3000 RANGEFINDER, (1) VIPER HD SPOTTING SCOPE, (1) RIDGEVIEW CARBON TRIPOD KIT, (1) DIAMONDBACK HD BINOCULAR, and (1) PRO SERIES 30 MM RINGS (1.00"). Total ARV \$3,215.

(1) Grand Prize: a Vortex Long Range Shooting Experience for winner and one guest. Prize consists of round trip coach air transportation to/from Madison, WI from the major commercial airport closest to winner's residence; 3 nights' standard double-occupancy hotel accommodations; exclusive tours and access to Vortex's manufacturing and testing facilities; 1 full-day of long-range and handgun training with Vortex Pro Staff; 1 Vortex Optics accessories gift package; 1 voucher for winner to spend on any Vortex Optics item(s) of winner's choice (value up to \$7,500; any unused portion will not be awarded); and selected meals.

Total combined ARV of Grand Prize is \$15,000. Actual value will be determined by winner's residence and seasonal rates. Any difference between the actual value and the stated value will not be awarded. Winner and guest must possess all required, valid identification and travel authorizations in order to travel. Winner and guest are responsible for any travel insurance (if desired), and for all trip expenses not specified, including meals, tips, and entertainment. If winner and/or guest fails to possess all required, valid identification and/or travel authorizations, the prize will be forfeited in its entirety. Trip must be taken on dates specified by Sponsor. In the event the winner or winner's guest engages in behavior that (as determined by Sponsor in its sole discretion) is obnoxious or threatening, illegal, unsafe or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the trip or other applicable experience early, in whole or in part, and send the winner and his/her guest home with no further compensation.

Grand Prize Winner and guest must comply with all security requirements and with Sponsor's instructions. All travel accommodations and events are subject to availability, change, and certain restrictions. Sponsor will determine airline and flight itinerary in its sole discretion. Winner and guest must travel together on the same itinerary. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. All airline tickets are subject to flight

variation, pandemic, work stoppages, and schedule or route changes. For the avoidance of doubt, round-trip coach class air travel is limited to one plane seat per traveler. Releasees (as defined in Section 5 below) are not liable for any missed prize events, missed opportunities or expenses incurred as a consequence of flight cancellation/delay or ground transportation delay. Travel guest must execute a liability/publicity release prior to issuance of travel documents, by the date specified in Sponsor (or its designee's) request, or such travel guest may be disqualified in Sponsor's sole discretion. Once a travel guest is selected, he/she may not be substituted, except in Sponsor's sole and absolute discretion. If the winner lives within 200 miles of the Grand Prize trip destination (as determined by Sponsor), Sponsor reserves the right in its sole discretion to substitute ground transportation in lieu of airfare, and any difference in value will not be awarded. Grand Prize winner or his/her guest must provide hotel with a major credit card issued in one of their names to cover room security and incidental expenses (if any), and the hotel may require such person to be age 21 or older. If winner is unable to accept prize as stated, prize will be forfeited in its entirety and awarded to an alternate winner. Certain restriction and blackout dates apply. No prize substitution except by Sponsor in its sole discretion, in which case a prize of equal or greater value will be awarded.

Further, to help ensure that the use of any such person in advertising or publicity will not bring the Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Promotion, as determined by Sponsor in its sole discretion, potential Grand Prize winner and his/her guest may be required to submit to a confidential criminal background check as a condition of winning and receiving a prize. Such background check may include without limitation, civil and criminal court records and police reports. Any participant may be disqualified in the Sponsor's sole discretion if: (1) he/she fails to reply or to provide any required information or properly completed documents within the required time period (as applicable); (b) he/she fails to comply with any of the terms of these Official Rules; (c) if any prize notification is returned as undeliverable; or (d) if the results of his/her background check are deemed unsatisfactory in Sponsor's sole discretion.

Specific items for all prizes to be awarded (including colors, styles, and sizes, etc.) are to be determined by Sponsor. The depiction of prizes in any advertising, promotional materials, or displays may not reflect the actual prize items.

Winners will be notified by phone, email, or mail at Sponsor's sole discretion. Odds of winning a Grand Prize or First Prize will be determined by the number of eligible entries received.

- 5. GENERAL:** Taxes on prizes and expenses not specified, are the sole responsibility of winners. By participating, entrants agree (a) to these rules and decisions of judges which shall be final in all respects; (b) to release and hold harmless Sponsor, Cabela's, Vortex Optics, Capital One Bank (USA), N.A., their respective subsidiaries, affiliates and agencies, and their respective directors, officers, employees, agents and representatives (aforementioned individuals and organizations collectively, the "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 a prize, including liability for personal injury or death; (c) if a winner, to the use by Sponsor and its designees 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 agents have not made any representation, warranty or guaranty, in whole or in part, in law or in fact, relative to the prize. Winners may be required to complete an affidavit or declaration of eligibility and liability release and (where legal) a publicity release, and a W9 Form, which must be returned within the time period specified by Sponsor or an alternate winner may be selected. The values of the Grand Prize and First Prizes will be taxable to prize winners as income. Return of any prize/prize notification as undeliverable may result in disqualification of winner and selection of an alternate winner. 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 sweepstakes or any portion thereof should viruses, bugs, or other 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 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 WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR 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 your access to and use of the internet sites [basspro.com/vortex](https://www.basspro.com/vortex) or [cabelas.com/vortex](https://www.cabelas.com/vortex) or other sites promoting the sweepstakes or the downloading from and/or printing material downloaded from said sites. Without limiting the foregoing, everything on this site 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, in which case a prize of equal or greater value will be awarded.

- 6. COLLECTION AND USE OF PERSONAL INFORMATION:** As a condition of entering the Promotion, participants 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 participant'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 prizes to winners, making public announcements about winners, 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 via paper entries in-store, or by completing the online entry form, 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, do not participate in the Promotion. If you are a California 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 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, (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 Sponsor 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.
- 8. WINNERS LIST:** For a list of winners, mail a self-addressed, stamped envelope to be received by January 31, 2023 to: Bass Pro Shops/Cabela's Vortex Month 2022 Winners, PMI Station, P.O. Box 750, Southbury, CT 06488-0750.

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