



Payne's Valley Sweepstakes

Sweepstakes Official Rules

NO PURCHASE OR OBLIGATION NECESSARY TO ENTER OR TO WIN. YOU HAVE NOT WON YET!
A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.

1. Sweepstakes Period: The **Payne's Valley Sweepstakes** (the "**Sweepstakes**") will begin Thursday, December 10, 2020 at 12:01 a.m. Central Time ("**CT**") and end at 11:59 p.m. CT on Monday, December 28, 2020 (the "**Sweepstakes Period**"). The Sweepstakes will consist of one (1) drawing ("**Drawing**") to award one (1) Prize ("**Prize**"). The random Drawing will be conducted on or about Monday, January 4, 2021 by the Administrator from all eligible entries received during the Sweepstakes Period. The designated clock maintained by the Sponsor in connection with the operation of the Sweepstakes at www.basspro.com (the "**Website**") will be the official timekeeper of this Sweepstakes.

2. Sponsor/Administrator. The Sweepstakes is sponsored by Bass Pro Group LLC., 2500 E Kearney, Springfield Missouri, 65898 ("**Sponsor**"), and administrated by Cohen-Friedberg Associates, LLC, 17 Lantern Road, Suite 1, Framingham, MA 01702 www.cfapromo.com ("**Administrator**").

3. Agreement to the Official Rules. By participating in the Sweepstakes, all entrants fully and unconditionally agree to and accept these Official Rules and the Sponsor's and Administrator's decisions which are final and legally binding in all matters related to the Sweepstakes. Winning a Prize (described below), is contingent upon fulfilling all requirements set forth herein.

4. Eligibility. The Sweepstakes is open only to persons who, at the time of entry, are at least 18 years of age (or the age of majority in the entrant's state of residence, whichever is older) and legal residents of the fifty United States and the District of Columbia. Sweepstakes is void in U.S. territories, overseas military installations, outside the U.S., and where prohibited by law. Employees, directors and officers and their immediate families (husbands, wives, brothers, sisters, parents and children and their spouses) and household members (whether or not related) of Sponsor, Administrator, Capital One Bank (USA), N.A., Mastercard International Incorporated (Mastercard), and each of their respective parents, subsidiaries, affiliates, dealers, retailers, and companies involved in the implementation and execution of the Sweepstakes or otherwise associated with the Sweepstakes (collectively, the "**Sweepstakes Entities**") are not eligible. If you wish to be removed from future sweepstakes related mailings, please write to us at P.O. Box 82645 Lincoln, NE 68501.

5. How to enter:

A. During the Sweepstakes Period, eligible entrants may enter the Sweepstakes in the following ways:

1. Social Media Method of Entry:

TO ENTER VIA TWITTER, Facebook or Instagram:

- Login to your social media account.
- Entrant is responsible for ensuring that their social media account is set to “public”, and for taking any further necessary steps to ensure receipt of any communications from Sponsor/Administrator. If your social media account is set to "protected mode," or “private”, Entrant will not be able to submit an entry. Sponsor/Administrator shall not be liable if they are not able to view an Entrant’s entry for any reason including, without limitation, the failure of Entrant to adjust their social media account settings accordingly.

TWITTER ENTRY:

Follow **@BassProShops** or **@cabelas** on Twitter.

Within the Sweepstakes Period, tag your golf buddy along with the hashtags **#PlayPaynesValley** plus **#Sweepstakes** to receive one (1) entry in the Sweepstakes.

FACEBOOK ENTRY:

Comment on Payne’s Valley Sweepstakes post on Bass Pro Shops or Cabela’s Facebook and use **#PlayPaynesValley** plus **#Sweepstakes** to receive one (1) entry in the Sweepstakes.

INSTAGRAM ENTRY:

Post a photo or video (not to exceed :30 seconds) with your golf buddy and use **#PlayPaynesValley** plus **#Sweepstakes** to receive one (1) entry in the Sweepstakes.

All information submitted via social media must be submitted pursuant to, and is subject to, these Official Rules and Twitter’s, Facebook’s, and Instagram’s Terms of Service and Privacy policies apply. Visit <https://twitter.com/en/tos> or <https://www.facebook.com/help/instagram/termsfuse> or <https://www.facebook.com/terms.php> to view specific terms of use policies.

2. CLUB Mastercard® Method of Entry:

- Use your Bass Pro Shops or Cabela’s CLUB Mastercard® to make a purchase anywhere Mastercard is accepted and earn one (1) automatic entry per purchase.

All purchase entries must post to the Bass Pro Shops or Cabela’s CLUB Mastercard® card account during the Sweepstakes Period. To learn more about the Bass Pro Shops or Cabela’s CLUB Mastercard® or to apply visit <https://www.basspro.com/club> or <https://www.cabelas.com/club>.

Entry limits: Enter as often as you like.

BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT HIS/HER ENTRY MAY BE POSTED ACROSS ANY OR ALL OF THE SPONSOR’S AND OTHER RELEASED PARTIES’ DIGITAL AND SOCIAL ASSETS, AT THE SPONSOR’S DISCRETION. Submission of an entry

grants the Sponsor and its agents the right to publish, use, adapt, edit, publicly perform and/or modify such entry in any way, in any and all media, including for use in advertising and marketing, without limitation, and without consideration to Entrant.

Prohibited Content:

Entries must not violate the rights of any other party, including but not limited to intellectual property rights or rights of privacy/publicity.

Entry submissions may not contain, as determined by the Sponsor, in its sole discretion, any material or content that:

- a)** is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- b)** promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- c)** includes obscene or offensive messages; endorsement of any form of hate or hate group; duplication of any other photo/video submission;
- d)** promotes terrorist acts, such as providing instructions on how to assemble bombs, grenades and other such weapons or providing instructional information about illegal activities;
- e)** defames, misrepresents or contains disparaging remarks about Sponsor, its customers or products or other people or companies;
- f)** includes personal identification, such as personal names or e-mail addresses;
- g)** includes messages or images inconsistent with the positive images and/or good will to which the Sponsor wishes to associate;
- h)** infringes the rights of any third party; and/or
- i)** violates any law;

Entrant's Representations: By entering the Sweepstakes you represent and warrant that (a) the submission is Entrant's original work product and does not infringe the rights of any third party, (b) publication of the submission via various media will not infringe the rights of any third party and (c) the submission has not been previously published in any medium. Each Entrant will indemnify and hold harmless Sponsor and other Released Parties (defined below) from any claims to the contrary. Any Entrant whose work includes likenesses of third parties or contains elements not owned by Entrant (such as, but not limited to, depictions of persons, buildings, trademarks or logos) must be able to provide legal releases for such use including the Sponsor's use of such entry, in a form satisfactory to Administrator, upon request, prior to awarding of Prize.

All entries have an equal chance of winning.

If you use your wireless mobile device for any of the methods of entry listed above, data rates may apply according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges as well as charges for wireless Internet access) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Sweepstakes. Mobile device

service may not be available in all areas. Check your phone's capabilities for specific instructions. Sponsor is not responsible for any charges.

Each social media entry must be manually key stroked and manually entered by the individual entrant; automated and/or repetitive submission of entries or registration forms (including but not limited to entries made using any script, macro, bot or sweepstakes service) will be disqualified.

This Sweepstakes is in no way sponsored, endorsed, or administered by or associated with Twitter, Facebook or Instagram. When you submit your information, you are submitting it to Sponsor/Administrator, and not to Twitter, Facebook or Instagram.

6. Drawing Date: A random drawing will be conducted by the Administrator on or about Monday, January 4, 2021 from all eligible entries received during the Sweepstakes Period. Conduct of the Sweepstakes and the drawings are under the supervision of Administrator, an independent sweepstakes administrator. Potential winner will be notified by phone, email, Direct Message ("DM") or mail using the contact information associated with the Bass Pro Shops or Cabela's CLUB® Mastercard® card, or the contact information utilized when entering the Sweepstakes. Sponsor shall have no liability for any potential Prize winner notification that is lost, intercepted or not received by any potential Prize winner for any reason. If, despite reasonable efforts, any potential Prize winner does not respond within four (4) business days of the first notification attempt, or if the Prize notification is returned as unclaimed or undeliverable to such potential Prize winner, such potential Prize winner will forfeit his or her Prize and an alternate winner may be selected by random drawing. If any potential Prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a Prize for any reason prior to award, such potential Prize winner will be disqualified and an alternate Prize winner may be selected from the relevant Drawing by a random drawing.

7. Prize Details/Approximate retail value ("ARV"). Only the Prize listed below will be awarded in this Sweepstakes.

One (1) Grand Prize:

Three (3) Nights' Big Cedar Lodge Vacation (Ridgedale, MO.) Plus Golf For Two (2) At Payne's Valley Golf Course.

- \$2,500 Big Cedar Lodge Gift Card. ARV \$2,500. Gift Card valid at both Big Cedar Lodge and Payne's Valley Golf Course.

Total ARV of this Prize package is \$2,500. No transportation included. Winner and his/her guest are responsible for all transportation to/from prize location.

Winner to organize and book their own Big Cedar Lodge vacation and Payne's Valley Golf Course reservations. Terms and conditions of the Gift Cards apply.

The Prize is non-transferrable or redeemable for cash. No substitution may be made, except by the Sponsor, who reserves the right to substitute the Prize in whole or in part with another Prize of equal or greater value.

Winner will be responsible for all applicable taxes (not limited to federal, state, and/or local taxes). Grand Prize Winner will be required to provide an Affidavit of Compliance and Release form and completed W-9 tax payer identification form, and except where prohibited by law, a Liability/Publicity Release ("**Documents**"), in order to claim his/her Prize. Sponsor will file an IRS Form 1099 for the fair market

value of the Prize awarded and accepted. A 1099 form will be issued in the tax year 2020. Winner is required to sign and return to Sponsor and/or Administrator, within seven (7) calendar days of the date printed on the notification all requested Documents. Failure to return Documents in the time prescribed will cause the winner to forfeit their Prize and an alternate winner will be selected.

8. Odds and Misc. Prize Notes: Odds of winning depend on the number of eligible entries received during the Sweepstakes Period. Winner need not be present to win. The use of any Prize manufacturer, name or trademark in connection with any of the Prizes is solely for the purpose of describing such Prize, and is not intended to suggest any affiliation or sponsorship. Instagram, Twitter and Facebook are not Sponsors of this Sweepstakes and has no obligation for the conduct of the Sweepstakes or for the awarding of any Prize.

9. Publicity: Except where prohibited by law, the winner by acceptance of the Prize agrees that Sponsor or those acting under its authority may use the winner's name, picture/portrait, likeness and/or voice, for advertising and promotional purposes without consideration or further permission.

10. General Conditions: Sponsor may cancel or modify the Sweepstakes or these Official Rules if fraud, technical failures or any other factor beyond its control impairs the integrity of the Sweepstakes, as determined by the Sponsor in its sole discretion. In such event, Sponsor may award the Prize at random from among the eligible entries received up to the time of the impairment. Sponsor in its sole discretion, may disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules, or in an unsportsmanlike or disruptive manner. Sponsor's failure to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

11. Release: By entering, entrant agrees to hold harmless and indemnify the Sponsor, Sweepstakes Entities, and their respective parents, subsidiaries, affiliates, dealers, retailers, directors, stockholders, officers, employees and agents against any and all liability, damages or causes of action (however named or described), with respect to or arising out of either (i) entrant's participation; or (ii) the receipt or use of the Prize awarded in the Sweepstakes. Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any Prize awarded, other than the administration of the Sweepstakes or the determination of winner shall be resolved individually, without resort to any form of class action, and shall be instituted only in the federal or state courts located in the State of Nebraska in the U.S.; (ii) any and all claims, judgments and awards shall be limited to actual Prize in dispute but in no event attorneys' fees; and (iii) under no circumstances will entrant 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 of the Prize in dispute, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Nebraska, U.S.A.

Sponsor does not make any warranties, and hereby disclaims any and all warranties, express or implied, concerning any Prize furnished in connection with the Sweepstakes. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF**

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. Winner will look solely to the manufacturer for any and all warranties.

12. Participant's Personal Information: Any entry submitted as part of this Sweepstakes will become the property of Sponsor upon submission and will not be returned to entrant. By submitting an entry, entrant acknowledges that Sponsor will own all rights to use the entry form without further notice or any compensation to entrant.

By participating in the Sweepstakes, entrants hereby agree to Sweepstakes Entities collection and usage of their personal information for the purpose of administering this Sweepstakes, awarding the Prize and to comply with applicable legal requirements. The Sweepstakes entries will only be used for the purposes of this sweepstakes. To view the privacy policy visit <https://www.cabelas.com/shop/en/privacy-policy-summary-cabelas>

13. Winner's List: For the name of the winner send a self-addressed, stamped envelope to "Payne's Valley Sweepstakes" (**Winner**), P.O. Box 2312, Framingham, MA 01703-2312. Requests must be received by 1/18/2021.

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