Official Rules
Draft #6: 8/17/21

BASS PRO SHOPS AND CABELA'S "THE ULTIMATE YEAR OF ADVENTURE" 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:** 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, L.L.C.; Cabela's Wholesale, L.L.C. ("Cabela's"); Capital One Bank (USA), N.A.; and each of their respective parents, subsidiaries, agencies, affiliates, dealers, employees, 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. Void where prohibited.
- **2. PROMOTION PERIOD:** The "Ultimate Year of Adventure" Sweepstakes ("Promotion") runs from 12:00am Central Time ("CT") on 9/1/21 through 11:59pm CT on 9/30/21 ("Promotion Period").
- 3. HOW TO ENTER: You may earn entries in the Promotion several ways:
 - A) Register Online: Current CLUB® Mastercard® Members must visit www.basspro.com/signatureevents-sweeps or www.cabelas.com/signatureevents-sweeps ("website") during the Promotion Period, complete the entry form, and submit as directed. Doing so will earn one (1) entry into the Promotion. This method of entry must be done at some point during the Promotion Period, or any potential entries earned via methods C, or D will be null and void. You must be a CLUB® Mastercard® Member to enter the Promotion via this method.
 - B) Apply for a CLUB® Mastercard®: If you are not currently a CLUB® Mastercard® Member, you may complete and submit an application at your nearest Bass Pro Shops/Cabela's location or online at www.cabelas.com during the Promotion Period. Doing so will earn you five (5) entries into the Promotion. Limit one application submission per person during the Promotion Period.
 - C) CLUB® Mastercard® purchases at any merchant that accepts Mastercard: You may earn additional entries by making purchases with your CLUB® Mastercard® during the Promotion Period. Each such eligible purchase will earn one (1) entry into the Promotion. Limit one (1) entry per card purchase transaction. Please note you must also register online via Method A to earn entries via this method. As long as you register online for the Promotion via Method A during the Promotion Period, all eligible purchase entries made during the Promotion Period will be automatically included in the random drawing.
 - D) CLUB® Mastercard® purchases at any Bass Pro Shops/Cabela's property, either online or in-store: You may earn additional entries by making purchases at any Bass Pro Shops/Cabela's affiliated property, either online or in-store, with your CLUB® Mastercard® during the Promotion Period. Each such eligible purchase will earn five (5) entries into the Promotion. Limit five (5) entries per card purchase transaction. Please note you must also register online via Method A to earn entries via this method. As long as you register online for the Promotion via Method A during the Promotion Period, all eligible purchase entries made during the Promotion Period will be automatically included in the random drawing.
 - E) Entry without making a purchase, applying for a CLUB® Mastercard®, or registering online: To enter without making a purchase, applying for a CLUB® Mastercard®, or registering online, hand print your name, complete mailing address, daytime phone number, email address, and date of birth on a 3" x 5" piece of paper and mail it to be postmarked by 9/30/21 and received by 10/7/21 to: "Ultimate Year of Adventure" Sweepstakes, PO Box 3530, Southbury, CT 06488-3530. No mechanical reproductions permitted. Each envelope received will earn (5) five entries into the Promotion.

There is no entry limit per person per day. No mechanical reproductions permitted. All online entries must be received by website's server by the end of the Promotion Period. All eligible purchase entries must be completed by the end of the Promotion Period. Website's server is the official clock for this promotion.

- **4. DRAWINGS/PRIZES/ODDS OF WINNING:** On or about 10/15/21, a random drawing will be conducted by Promotion Mechanics, Inc. ("PMI"), an independent judging organization, from among all eligible entries received to award the following prizes:
 - (1) Grand Prize: one (1) Utah Elk Signature Outdoor Adventure AND one (1) Guatemala Sailfish Signature Outdoor Adventure.

Prize consists of one (1) Utah Elk Signature Outdoor Adventure for winner and one observer (non-hunter). No travel or transportation of any kind is provided for this portion of the prize; driving is highly recommended. This portion of the prize includes standard accommodations for 6 nights, meals and select beverages, professionally guided elk hunting for 5 days, trophy care, and any required license for the hunt (winner must qualify/be eligible for such license; if winner is ineligible to receive the required license, the prize will be forfeited in its entirety). Winner must provide his/her own firearm(s) and ammunition for the hunt. Trip must be taken on dates specified by Sponsor, anticipated to be September 17-23, 2022. Winner and guest are responsible for any and all travel, transportation, gratuities, and any other costs related to claiming this portion of the prize not specified. Total combined ARV of the Utah Elk Signature Outdoor Adventure portion of the Grand Prize is \$12,500.

Prize also consists of one (1) Guatemala Sailfish Signature Outdoor Adventure for winner and one (1) guest. This portion of the prize includes standard accommodations for 4 nights, meals and select beverages, professionally guided fishing for 3 days, use of gear, tackle and other equipment to be selected by Sponsor, ground transportation to/from the destination airport and the adventure location, and any required license for sailfishing (winner must qualify/be eligible for such license; if winner is ineligible to receive the required license, the prize will be forfeited in its entirety). No travel or transportation of any kind is provided for this portion of the prize, however, a Mastercard® gift card in the amount of \$1,600 will be provided to assist with travel/transportation costs. Trip must be taken on dates specified by Sponsor, anticipated to be April 7-11, 2022. Winner and guest are responsible for any and all travel and transportation, gratuities, and any other costs related to claiming this prize. Total combined approximate retail value ("ARV") of the Guatemala Sailfish Signature Outdoor Adventure portion of the Grand Prize is \$7,900.

Total combined ARV of Grand Prize is \$20,400. 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(s) must possess all required, valid identification and travel authorizations in order to travel. Winner and guest(s) are responsible for any travel insurance (if desired), and for all trip expenses not specified. If winner and/or guest(s) fail to possess all required, valid identification and/or travel authorizations, the prize will be forfeited in its entirety. In the event the winner or winner's guest(s) engage 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(s) home with no further compensation. If winner is unable to accept prize as stated, prize will be forfeited in its entirety and awarded to an alternate winner. Certain restrictions 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.

(1) Second Prize: one (1) Turkey Hunt Signature Outdoor Adventure for winner and one (1) guest. Winner may choose from the following turkey hunts: Mexico Ocellated, Kansas Rio, Kentucky Eastern, Montana Merriam's, Colorado Merriam's, Florida Osceola or Mexico Gould's.

No travel or transportation of any kind is provided for this prize. This portion of the prize includes standard accommodations for 4-6 nights (depending on length of chosen hunt), meals and select

beverages, (professionally guided turkey hunting for 3-5 days (depending on length of chosen hunt). trophy care, and any required license for the hunt (winner must qualify/be eligible for such license; if winner is ineligible to receive the required license, the prize will be forfeited in its entirety). Winner must provide his/her own firearm(s) and ammunition for the hunt. Trip must be taken on dates specified by Sponsor, anticipated to be sometime in Spring 2022. Winner and guest are responsible for any and all travel, transportation, gratuities, and any other costs related to claiming this portion of the prize not specified. Total combined ARV of Second Prize is \$5,000. 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 quest are responsible for any and all travel, transportation, any travel insurance (if desired), and for all trip expenses not specified. If winner and/or guest fails to possess all required, valid identification and/or travel authorizations, the prize will be forfeited in its entirety. 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. If winner is unable to accept prize as stated, prize will be forfeited in its entirety and awarded to an alternate winner. Certain restrictions 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.

(1) Third Prize: a \$1,000 credit toward any Bass Pro Shops and Cabela's Signature Outdoor Adventure. Prize will be awarded as a Bass Pro Shops/Cabela's gift card in the amount of \$1,000 intended to be used toward prize trip.

Gift cards are subject to issuer's terms and conditions. Winners will be notified by mail, email, and/or telephone at Sponsor's sole discretion. Odds of winning 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 Sponsor and its designees which shall be final in all respects; (b) to release and hold harmless Sponsor, Cabela's, 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 will be required to complete an affidavit 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. A maximum of two (2) alternate winners will be selected for each prize level, after which any remaining prizes will remain unawarded. The values of all 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 Promotion 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 www.basspro.com/signatureevents-sweeps, www.cabelas.com/signatureevents-sweeps or other sites promoting the Promotion 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. Information submitted with an entry is subject to the Privacy Policy stated on the Website. 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. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. When terms such as "may" are used in the Official Rules, Sponsor has sole and absolute discretion. Participants agree to waive any rights to claim ambiguity of these Official Rules.

- 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 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 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 December 31, 2021 to: Bass Pro Shops/Cabela's "Ultimate Year of Adventure" 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.

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