# BASS PRO SHOPS 2018 SPRING FISHING CLASSIC SWEEPSTAKES OFFICIAL RULES

# NO PURCHASE 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 ("U.S.") and Canada (excluding Quebec) who are 21 years of age or older at time of entry. Employees of Bass Pro Intellectual Property, L.L.C., a Missouri Limited Liability Company; Bass Pro Shops Canada (Calgary), Inc., a Canadian corporation; Bass Pro Shops Canada, Inc., an Ontario corporation (the "Sponsors"), Garmin International, Inc. ("Garmin"), 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 in Quebec and where prohibited.

### 2. PROMOTION DATES:

In the U.S. (excluding Alaska): Sweepstakes begins at 12:00 am CT on February 16, 2018 and ends at 11:59 pm CT on March 4, 2018.

In Canada and Alaska (excluding Quebec): Sweepstakes begins at 12:00 am CT on March 2, 2018 and ends at 11:59 pm CT on March 18, 2018.

3. TO ENTER: You may enter two ways:

#### In-Store

Entry forms are available at participating Bass Pro Shops 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 locations during the applicable Promotion Dates (see Section 2 above).

## Online:

You may also enter by visiting <a href="www.basspro.com/classicsweeps">www.basspro.com/classicsweeps</a> ("Web Site") during the applicable Promotion Dates (see Section 2 above). Complete the appropriate entry form and submit as directed. U.S. entries (excluding Alaska) must be received by Web Site's server by 11:59 pm CT on March 4, 2018. Canada and Alaska entries (excluding Quebec) must be received by Web Site's server by 11:59 pm CT on March 18, 2018. Web Site's server is the official clock for this promotion.

LIMIT ONE ENTRY PER PERSON, PER METHOD OF ENTRY. No mechanical reproductions permitted.

# 4. DRAWING/PRIZE/ODDS:

On or about April 20, 2018, a random drawing will be conducted by Promotion Mechanics, Inc., an independent judging organization, from among all eligible in-store and online entries combined to award the following prize:

(1) Grand Prize: a day of fishing with Garmin Pro Jason Christie, and a Garmin ECHOMAP™ Plus 93sv. Prize consists of round trip coach air transportation from the major commercial airport closest to winner's residence for winner (no quest); use of a rental car (winner must be eligible and comply with rental company's terms and conditions or this portion of the prize will be forfeited); standard accommodations for 2 nights; the opportunity to fish with Jason Christie; a Garmin ECHOMAP™ Plus 93sv; and a Bass Pro Shops gift card in the amount of US\$500. Fishing trip location will be determined by Garmin. Winner will be required to obtain any necessary fishing licenses or permits at Garmin's expense. Garmin will assist in obtaining these items. Winner must qualify/be eligible for such licenses and permits. If winner is ineligible to receive the required licenses or permits, the prize will be forfeited. Total combined approximate retail value of prize is US\$4,999. 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. All taxes on the prize and expenses not specified are winner's sole responsibility. Winner must comply with all security requirements. All travel accommodations and events are subject to availability, change, and certain restrictions. If any portion of prize is cancelled or postponed, the remaining portion of the prize will be awarded as complete and final and no compensation will be offered. Trip must be taken on dates specified by Sponsors, and as otherwise stated in these rules. All travel arrangements must be made through Garmin. If winner cannot accept prize as stated, prize will be forfeited in its entirety and awarded to an alternate winner. In the event the winner engages in behavior that (as determined by Sponsors in their sole discretion) is obnoxious or threatening, illegal, unsafe or that is intended to annoy, abuse, threaten or harass any other person, Sponsors reserve the right to terminate the trip or other applicable experience early, in whole or in part, and send the winner home with no further compensation.

Winner will be notified by telephone and/or mail at Sponsors' sole discretion. Canadian residents, in order to win, must first correctly answer a mathematical skill testing question. Odds of winning will be determined by the number of eligible entries received.

- GENERAL: Taxes on prize and expenses not specified, are the sole responsibility of winner. 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 Sponsors, Garmin, 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 Sponsors and their 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 Sponsors and their agents have not made any representation, warranty or guaranty, in whole or in part, in law or in fact, relative to the prize. Winner will be required to complete an affidavit or declaration of eligibility and liability release and (where legal) a publicity release, and, if a U.S. resident, a W9 Form, which must be returned within the time period specified by Sponsors or an alternate winner may be selected. The value of the prize will be taxable to prize winner as income if the winner is a U.S. resident. Return of any prize/prize notification as undeliverable may result in disqualification of winner and selection of an alternate winner. Winner is responsible for all required travel documents and any travel insurance. Once travel documents are issued, travel arrangements may not be changed without the approval of Sponsors, which may be withheld for any reason whatsoever. 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. Sponsors reserve 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 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 your access to and use of the internet site www.basspro.com/classicsweeps 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. Information submitted with an entry is subject to the Privacy Policy stated on the Web Site. Entries become the property of Sponsors. No prize transfer. No prize substitution except at Sponsors' sole discretion.
- 6. 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 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.
- 7. PRIVACY POLICY: Information submitted with an entry is subject to the Privacy Policy stated on the Web Site.
- 8. WINNERS LIST: For winner's name, mail a self-addressed, stamped envelope to be received by June 20, 2018 to: Bass Pro Shops 2018 Spring Fishing Classic Sweepstakes Winner, PMI Station, P.O. Box 750, Southbury, CT 06488-0750.

# Sponsors:

Bass Pro Intellectual Property, L.L.C., a Missouri Limited Liability Company, 2500 E. Kearney, Springfield, MO 65898, USA. Bass Pro Shops Canada (Calgary), Inc., a Canadian corporation, 2500 E. Kearney, Springfield, MO 65898, USA. Bass Pro Shops Canada, Inc., an Ontario corporation, 2500 E. Kearney, Springfield, MO 65898, USA. Administrator: Promotion Mechanics, Inc., 87 South Main Street, Newtown, CT 06470, USA.