

**BASS PRO SHOPS AND CABELA'S
ULTIMATE CHRISTMAS GIVEAWAY
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 (excluding Hawaii) ("US") 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; and Bass Pro Shops Canada, Inc., an Ontario corporation (the "Sponsors"), Toyota Motor Sales, U.S.A., Inc. ("TMS"), Textron Specialized Vehicles Inc., 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 Hawaii, Quebec, and where prohibited.
2. **PROMOTION DESCRIPTION:** The Ultimate Christmas Giveaway runs from December 3, 2018 through December 23, 2018. You may enter in-store and online for chances to win during the dates and times listed below. See Section 4 for information on prizes and drawing pools.

Week	Entry Period	Drawing
Week 1	12:00:00 am CT December 3, 2018 - 11:59:59 pm CT December 9, 2018	December 10, 2018
Week 2	12:00:00 am CT December 10, 2018 - 11:59:59 pm CT December 16, 2018	December 17, 2018
Week 3	12:00:00 am CT December 17, 2018 - 4:00:59 pm CT December 23, 2018	December 23, 2018

3. **HOW TO ENTER:** You may enter two ways:

In-Store: 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 it in an official ballot box at one of the participating locations by each deadline listed above.

Online: Visit www.basspro.com/ultimatechristmas or www.cabelas.com/ultimatechristmas ("Web Site") by each deadline listed above. Complete the entry form and submit as directed. Entries must be received by Web Site's server by each deadline. Web Site's server is the official clock for this promotion.

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

4. **DRAWINGS/PRIZES/ODDS OF WINNING:**

On or about each drawing date listed in Section 2, a random drawing will be conducted by Promotion Mechanics, Inc., an independent judging organization, to select one participating store (online U.S. entries will be grouped together to represent one "online store", and online Canada entries will be grouped together to represent another "online store"). The store that is selected in each drawing will then conduct a random drawing from among all eligible entries received at that particular store (if an "online store" is selected, then Promotion Mechanics, Inc. will conduct a random drawing from among all applicable, eligible, online entries). The following prizes will be awarded:

Week 1 Drawing (open to both US and Canada residents): a Textron Alterra 90 ATV valued at approximately US\$3,239/CAD\$3,739 (including freight).

Week 2 Drawing (open to both US and Canada residents): a ProTeam 175 TXW with 60 HP Mercury motor and custom Trailstar trailer valued at approximately US\$18,645/CAD\$24,195. Actual value will depend on winner's location. Prize includes freight and preparation. Boat color and model to be determined by Sponsor. Winner must take delivery of the boat at the Tracker Marine dealership nearest winner's residence within 30 days of notice of availability.

Week 3 Drawings (two drawings will be held; one from among all eligible US entrants to award the Toyota prize, and one from among all eligible Canada entrants to award the TEXTRON prize).

Week 3 US Drawing Prize: a Toyota Tacoma TRD Off-Road vehicle valued at approximately US\$40,000.

Week 3 Canada Drawing Prize: a Textron Alterra 90 ATV valued at approximately CAD\$3,739 (including freight).

Odds of winning will be determined by the combined number of eligible entries received prior to each deadline. Non-winning entries will be retained and included in subsequent drawings. Winners will be notified by email, telephone and/or mail at Sponsors' sole discretion

5. **CANADA RESIDENTS:** Canadian residents, in order to win, must first correctly answer a mathematical skill-testing question.

6. **GENERAL:** The depiction of the prizes in any advertising, promotional materials, or displays may not reflect the actual vehicles winners will have to retrieve. TMS, Textron Specialized Vehicles Inc., and/or Sponsors will determine all features of prizes including, but not limited to, color of exterior and interior, and all other features of upgrades will be allowed only if permitted by delivery dealer and paid for by winner. Toyota winners must be U.S. licensed drivers and will be required to provide proof of valid U.S. driver's license and legally-required insurance at time of delivery and otherwise meet all eligibility requirements contained in these Official Rules. Winners are 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 prize. Neither Sponsors nor TMS nor Textron Specialized Vehicles Inc. shall have any responsibility or liability whatsoever for any property loss, damage, personal injury, or death, in connection with the prize provided pursuant to the Sweepstakes and/or any person's participation in the Sweepstakes; provided, however, that TMS or Textron Specialized Vehicles Inc. shall be solely responsible for any express written limited warranties specifically set forth in the applicable Owner's Guide for the prize. Toyota winners must take delivery of automobile from the automobile dealership designated by TMS. Neither Sponsors nor TMS shall be responsible for delays in delivery of the prize automobile, and delivery is subject to availability. Sponsors and TMS, however, shall use all reasonable efforts, subject to availability, to deliver the automobile to the TMS-designated delivery dealer within one hundred and eight (180) days of completion of verification process. Toyota winners must personally retrieve the Grand Prize automobile within thirty (30) days of written notification of delivery or he/she will lose his right to claim the Grand Prize automobile. Toyota winners may also be requested to complete additional forms as requested by TMS in order to claim prize. Prizes are non-transferable and no substitution or cash redemption will be permitted unless Sponsors, in their sole discretion, determine otherwise. Sponsors reserve the right to substitute a prize (or portion thereof) with one of comparable or greater value, at their sole discretion.

Taxes on prizes and expenses related to acceptance and use of prizes 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 Sponsors, TMS, Textron Specialized Vehicles Inc., 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 a prize, including liability for personal injury or death; (c) if a 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 Sponsors and their respective 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 or Declaration of Eligibility and Liability Release and (where legal) a Publicity Release, which must be returned within the time period specified by Sponsors or an alternate winner may be selected. 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. Sponsors reserve the right in their sole discretion to cancel or suspend the sweepstakes 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 your access to and use of the internet sites www.basspro.com/ultimatechristmas or www.cabelas.com/ultimatechristmas or other sites promoting the sweepstakes 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. 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. Limit one prize per person.

- 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, USA.
- 8. WINNERS LIST:** For a list of winners, mail a self-addressed, stamped envelope to be received by February 28, 2019 to: Bass Pro Shops/Cabela's "Ultimate Christmas Giveaway" Winners, PMI Station, P.O. Box 750, Southbury, CT 06488-0750, USA.

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.