

**BASS PRO SHOPS AND CABELA'S
2019 "GONE FISHING" SWEEPSTAKES
OFFICIAL RULES**

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

1. **ELIGIBILITY:** The Bass Pro Shops and Cabela's 2019 "Gone Fishing" Sweepstakes (the "Sweepstakes") is open to legal residents of the 48 contiguous United States and District of Columbia who are 21 years of age or older at time of entry. Employees of Bass Pro Outdoor World, L.L.C. (the "Sponsor"); Cabela's Wholesale, L.L.C. ("Cabela's"); Toyota Motor Sales, U.S.A., Inc. ("TMS"); 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 Alaska, Hawaii, and where prohibited.
2. **SWEEPSTAKES PERIOD:** Sweepstakes begins at 12:00 a.m. Central Time ("CT") on 6/1/19 and ends at 11:59 p.m. CT on 6/21/19 ("Sweepstakes Period").

3. **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" x 5" 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 Sweepstakes Period (individually, "In-Store Entry"). In-Store Entries must be received by close of business on 6/21/19.

Online:

You may also enter by visiting www.basspro.com/gonefishing or www.cabelas.com/gonefishing ("Web Sites") during the Sweepstakes Period (individually, "Online Entry"). Complete the Online Entry form and submit as directed. Online Entries must be received by Web Sites' server by 11:59 p.m. CT on 6/21/19. Web Sites' server is the official clock for this Sweepstakes.

LIMIT ONE IN-STORE ENTRY OR ONLINE ENTRY PER PERSON, REGARDLESS OF METHOD OF ENTRY. No mechanical reproductions permitted.

4. **DRAWING/PRIZE/ODDS:** On or about 8/1/19, a random drawing will be conducted by Promotion Mechanics, Inc. ("PMI"), an independent judging organization, from among all eligible In-Store Entries and Online Entries combined to award the following prize:

(1) Grand Prize: a 2019 Tacoma TRD Off-Road truck with Premium Package ("Grand Prize"). Approximate Retail Value ("ARV") of Grand Prize is \$38,000.

Odds of winning will be determined by the number of eligible Entries received.

Any depiction of the Grand Prize in any advertising or promotional materials may not reflect the actual Grand Prize delivered to the Winner. TMS will determine all features of Grand Prize, including, but not limited to, color of exterior and interior, and all other features or upgrades will be allowed only if permitted by delivery dealer and paid for by Winner. Winner must be a U.S. licensed driver and will be required to provide proof of a valid driver's license and legally-required insurance at time of delivery of Grand Prize (or an alternative winner shall be selected if applicable and the original Winner's rights to the Grand Prize shall be automatically forfeited). Winner is responsible for title, applicable taxes, license, registration, dealer preparation costs, auto insurance and other fees associated with Grand Prize. Releasees (as defined below) shall not have any responsibility or liability whatsoever for any property loss, damage, personal injury, or death in connection with the Grand Prize provided and/or any In-Store Entrant's or Online Entrant's participation in the Sweepstakes; provided, however, that TMS shall be solely responsible for any express written limited warranties specifically set forth in the applicable Owner's Guide for the Grand Prize. Winner must take delivery of the Grand Prize from the automobile dealership designated by TMS. TMS shall not be responsible for delays in delivery of the Grand Prize,

and delivery is subject to availability. TMS, however, shall use all reasonable efforts, subject to availability, to deliver the Grand Prize within one hundred twenty (120) days of completion of Winner verification process. The Winner shall bear all risk of loss or damage to the Grand Prize after it has been delivered to the specified delivery site. The Winner must personally retrieve the Grand Prize within thirty (30) days of written notification of delivery. Grand Prize is non-transferable and no substitution or cash equivalent is allowed except as provided herein at TMS' sole discretion. TMS reserves the right to substitute the Grand Prize for one of comparable or greater value, at its sole discretion.

Winner will be notified by email, telephone and/or mail at Sponsor's sole discretion.

- 5. GENERAL:** Taxes on Grand Prize, and any expenses not specified, are the sole responsibility of winner. By participating, In-Store Entrants and Online 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, TMS, 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 the Grand Prize, including liability for personal injury or death; (c) to the use by Sponsor and its designees of Winner's 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 Winner's 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. Winner 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. The ARV of the Grand Prize will be taxable to Winner as income. Return of Grand 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 addresses 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, 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/gonefishing or www.cabelas.com/gonefishing or other sites promoting the sweepstakes or the downloading from and/or printing materials 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. In-Store and Online Entries become the property of Sponsor.
- 6. ARBITRATION/CHOICE OF LAW:** Except where prohibited, In-Store Entrants and Online 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.

7. **PRIVACY POLICY:** Information submitted with an entry is subject to the Privacy Policy stated at www.basspro.com.

8. **WINNER'S NAME:** For winner's name, mail a self-addressed, stamped envelope to be received by 10/1/19 to: Bass Pro Shops/Cabela's 2019 "Gone Fishing" Sweepstakes Winner, PMI Station, P.O. Box 750, Southbury, CT 06488-0750.

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