

**BASS PRO SHOPS AND CABELA'S
2019 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 (each, an "Entrant"). Employees of Bass Pro Outdoor World, L.L.C.; Bass Pro Shops Canada (Calgary), Inc., a Canadian corporation; and Bass Pro Shops Canada, Inc., an Ontario corporation (the "Sponsors"), Cabela's Wholesale, L.L.C. ("Cabela's"); Toyota Motor Sales, U.S.A., Inc. ("TMS"); TMBC, L.L.C. ("Tracker"); Capital One Bank (USA), N.A.; and each of their respective parent, 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 in Hawaii, Quebec, and where prohibited.
- 2. PROMOTION DESCRIPTION:** The 2019 Ultimate Christmas Giveaway ("Giveaway") runs from 12:00am Central Time ("CT") on December 2, 2019 through 11:59pm CT on December 24, 2019 ("Giveaway Period"). Entrants may enter in-store, online, and when making a purchase with their CLUB® Mastercard® (entry via a CLUB® Mastercard® is only available to US residents). The drawing for the Grand Prize, as specified below, is only open to US residents. The drawings for the First Prize and Second Prize, both of which are specified below, are open to both US and Canada residents.
- 3. HOW TO ENTER:** Entrants may enter the Giveaway one (1) of three (3) ways, however, there is a limit to one (1) entry per person per day during the Giveaway Period, regardless of method of entry (each, an "Entry").

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 close of business on December 24, 2019.

Online: Visit www.basspro.com/ultimatechristmas or www.cabelas.com/ultimatechristmas ("Web Site") during the Giveaway Period. Canadian residents (excluding Quebec), may also enter at www.cabelas.ca. Complete the Entry form and submit as directed. Entries must be received by Web Site's server by the end of the Giveaway Period. Web Site's server is the official clock for this promotion.

CLUB® Mastercard®: Make a purchase with your CLUB® Mastercard® during the Giveaway Period. Doing so will earn one (1) Entry into the Giveaway. (This method of entry is only available to US residents).

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

- 4. DRAWINGS/PRIZES/ODDS OF WINNING:** On or about March 2, 2020, random drawings will be conducted by Promotion Mechanics, Inc. ("PMI"), an independent judging organization, from among all eligible entries received to award the following prizes:

Grand Prize and Grand Prize Winner (open only to U.S. residents): one (1) 2020 Toyota Tacoma TRD Off-Road D-Cab with a Manufacturer's Suggested Retail Price ("MSRP") of up to US\$40,000 ("Grand Prize") will be awarded to one (1) randomly drawn winner ("Grand Prize Winner"). Grand Prize Winner must take delivery of Grand Prize from the automobile dealership designated by TMS. Neither Sponsors nor TMS shall be responsible for delays in delivery of the Grand Prize and delivery is subject to availability. Sponsors and TMS, however, shall use all reasonable efforts, subject to availability, to

deliver the Grand Prize to the TMS-designated delivery dealer within one hundred and eight (180) days of completion of verification process. Grand Prize Winner must personally retrieve the Grand Prize within thirty (30) days of written notification of delivery or he/she will lose his right to claim the Grand Prize. Grand Prize Winner may also be requested to complete additional forms as requested by TMS in order to claim the Grand Prize.

First Prize and First Prize Winner (open to both US and Canada residents): First Prize Drawing (open to both US and Canada residents): one (1) a 2020 Sun Tracker Sportfish 22 DLX Pontoon boat with 90 ELPT FourStroke motor and trailer valued at approximately US\$32,420. ("First Prize") will be awarded to one (1) randomly drawn winner ("First Prize Winner"). If First Prize Winner is a Canadian resident, he/she must answer unaided an arithmetic skill testing question as a condition to winning the First Prize. Actual value will depend on First Prize Winner's location. First Prize includes freight and preparation. First Prize color and model to be determined by Sponsor. First Prize Winner must take delivery of the First Prize at the Tracker Marine dealership nearest First Prize Winner's residence within thirty (30) days of notice of availability.

Second Prize and Second Prize Winner (open to both US and Canada residents): one (1) Tracker Off-Road ATV valued at approximately US\$10,999 will be awarded to one (1) randomly drawn winner ("Second Prize Winner"). If Second Prize Winner is a Canadian resident, he/she must answer unaided an arithmetic skill testing question as a condition to winning the Second Prize. Second Prize Winner must take delivery of the Second Prize from the Bass Pro Shop or Cabela's store location nearest Second Prize Winner's residence within thirty (30) days of notice of availability.

Odds of winning will be determined by the combined number of eligible Entries received for each of the Grand Prize, First Prize and Second Prize drawings. Winners will be notified by email, telephone and/or mail at Sponsors' sole discretion.

5. **GENERAL:** The depiction of the Grand Prize, the First Prize and the Second Prize (collectively, "Prizes") in any advertising, promotional materials, or displays may not reflect the actual Prizes the Grand Prize, First Prize and Second Prize Winners will have to retrieve. TMS, Tracker, Capital One Bank (USA), N.A., Cabela's., 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 the respective Winner. Grand Prize Winner must be a U.S. resident and U.S. licensed driver 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. Grand Prize, First Prize and Second Prize Winners are each 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 his/her Prize. Sponsors, TMS, Tracker, Capital One Bank (USA), N.A., and Cabela's shall not have any responsibility or liability whatsoever for any property loss, damage, personal injury, or death, in connection with any Winner's acceptance or use of his/her Prize provided pursuant to the Giveaway and/or any person's participation in the Giveaway; 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 and Tracker shall be solely responsible for any express limited warranties specifically set forth in the applicable Owner's Guide for the First Prize and the Second Prize. Winners shall bear all risk of loss or damage to his/her respective Prize after delivery to the designated delivery site. Winner must personally retrieve his/her Prize from the designated delivery site within thirty (30) days of notification of delivery.

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 each Prize and expenses related to acceptance and use of Prize not specified are the sole responsibility of the respective 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, Cabela's, TMS, Tracker, Capital One Bank (USA), N.A., 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 Giveaway or their acceptance, use or misuse of the Prize awarded, 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 awarded. Each 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 a U.S. resident. Return of any Prize/Prize notification as undeliverable may result in disqualification of that Winner and an alternate Winner will be selected. 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 Giveaway 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 any Entrant's access to and use of the internet sites www.basspro.com/ultimatechristmas, www.cabelas.com/ultimatechristmas, www.cabelas.ca, or other sites promoting the Giveaway 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 (1) Prize per person.

- 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 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.

- 7. WINNERS LIST:** For a list of winners, mail a self-addressed, stamped envelope to be received by May 4, 2020 to: Bass Pro Shops/Cabela's 2019 "Ultimate Christmas Giveaway" Winners, PMI Station, P.O. Box 750, Southbury, CT 06488-0750, USA.

Sponsors:

Bass Pro Outdoor World, L.L.C., 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.