## BASS PRO SHOPS AND CABELA'S 2020 "FISHING MADNESS" 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 21 years of age or older at time of entry. Employees of Bass Pro Outdoor World, LLC (the "Sponsor"), Cabela's LLC ("Cabela's"), and their respective its 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 where prohibited.
- 2. **SWEEPSTAKES PERIOD**: The Fishing Madness Sweepstakes ("Sweepstakes") begins on 2/1/20 and ends on 2/12/20 ("Sweepstakes Period").
- **3. TO ENTER:** 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 your entry in an official ballot box at one of the participating Bass Pro Shops or Cabela's locations during the Sweepstakes Period. Entries must be received by close of business on 2/12/20.

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

- **4. DRAWING/PRIZE/ODDS:** On or about 4/13/20, a random drawing will be conducted by Promotion Mechanics, Inc., an independent judging organization, from among all eligible entries combined to award the following prize:
  - (1) Grand Prize: a 2020 TRACKER® Panfish™ 16 boat with a Mercury 40 and Trailer valued at approximately \$14,985. 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.

Winner will be notified by phone, email and/or mail at Sponsor's sole discretion. Odds of winning will be determined by the number of eligible entries received.

5. GENERAL: Taxes on prize and expenses not specified, including sales and income tax, and vehicle license, title and registration fees, delivery fees and insurance are the sole responsibility of winner. By participating, entrants agree (a) to these rules and decisions of Sponsor and judges which shall be final in all respects; (b) to release and hold harmless Sponsor, Cabela's, 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. Winner will be required to complete an affidavit of eligibility and liability release and (where legal) a publicity release, and W9 Form, which must be returned within the time period specified by Sponsor or an alternate winner may be selected. The value of the prize will be taxable to the Winner as income. Winner must supply Sponsor with his/her social security number for tax purposes. An IRS Form 1099 will be issued in the name of the Winner for the actual value of the prize received. 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 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. Entries become the property of Sponsor. No prize transfer. No prize substitution except at Sponsor's 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 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. WINNER'S NAME:** For winner's name, mail a self-addressed, stamped envelope to be received by 5/11/20 to: Bass Pro Shops/Cabela's "Fishing Madness" 2020 Sweepstakes Winner, 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.