BASS PRO SHOPS AND CABELA'S THE GREAT OUTDOORS 2021 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 continental United States ("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 parents, 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. GRAND PRIZE AVAILABLE ONLY TO US RESIDENTS.
- 2. GIVEAWAY DESCRIPTION: The Great Outdoors 2021 Giveaway ("Giveaway") runs from 12:00am Central Time ("CT") on December 1, 2021 through 11:59pm CT on December 24, 2021 ("Giveaway Period"). Entrants may enter in-store via a QR Code, 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:** There are multiple ways to enter, 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").

Online Entry: Visit www.cabelas.com/GreatOutdoors ("Web Site") during the Giveaway Period. Complete the Entry form and submit as directed. Entries must be received by Web Site's server by 11:59pm CT on December 24, 2021.

In-Store Entry: Use your web-enabled mobile device to scan the QR Code on display at participating Bass Pro Shops and Cabela's locations. Doing so will launch an online entry form to your device. Complete the entry form and submit as directed. Entries must be received by Web Site's server by 11:59pm CT on December 24, 2021. If your mobile device does not have a QR Code scanning application or function, you may obtain a QR Code scanning application from your device's application store. Check the user guide for your device and/or application for further instructions if needed. You are solely responsible for any related equipment, application, and wireless charges pursuant to your wireless service provider's rate plan. Please consult your wireless device/service provider for more information.

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

Web Site's server is the official clock for this Giveaway. **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 January 7, 2022, random drawings will be conducted by Promotion Mechanics, Inc. ("PMI"), an independent judging organization, from among all eligible Entries received from US residents for the Grand Prize, and from among all eligible Entries received from all Entrants for the First Prize and Second Prize to award the following prizes:
 - (1) Grand Prize (<u>available only to US residents</u>): one (1) 2022 Toyota Tundra Limited TRD Off Road ("Vehicle") with a Manufacturer's Suggested Retail Price ("MSRP") of US\$55,000. Grand Prize Winner ("Grand Prize Winner") must take delivery of the Vehicle 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 Vehicle 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 Vehicle within thirty (30)

days of written notification of delivery or he/she will lose his/her 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.

- (1) First Prize (available to both US and Canada residents): one (1) 2022 ProGuide V-175 WT w/Mercury FourStroke 115 EXLPT, Boat, Motor, and Trailer valued at approximately US\$31,465. Actual value will depend on First Prize Winner's location. Prize includes freight and preparation. Prize color and model to be determined by Sponsors. First Prize Winner ("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.
- (1) Second Prize (available to both US and Canada residents): one (1) Black Rifle Coffee Package valued at approximately US\$266, and one (1) Bass Pro Shops/Cabela's gift card in the amount of \$250 (local currency) will be awarded to Second Prize Winner ("Second Prize Winner"). Total combined approximate retail value of the Second Prize is \$516. Gift card is subject to issuer's terms and conditions.

Grand Prize Winner, First Prize Winner, and Second Prize Winner will be collectively referred to as "Winners".

Odds of winning will be determined by the combined number of eligible Entries received for each drawing (as defined above). Winners will be notified by email, telephone and/or mail at Sponsors' sole discretion. Canadian residents, in order to win, must first answer, unaided, an arithmetic skill testing questions as a condition to winning.

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. 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. 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 legal US resident and US licensed driver and will be required to provide proof of valid US driver's license and legally required insurance at time of delivery and otherwise meet all eligibility requirements contained in these Official Rules. Grand Prize and First 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. Grand Prize and First Prize Winners shall bear all risk of loss or damage to his/her respective Prize after delivery to the designated delivery site. Each Grand Prize and First Prize 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 Prizes 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 may be required to complete an Affidavit or Declaration of Eligibility and Liability Release and (where legal) a Publicity Release, and, if a US resident, a W9 Tax Form, which must be returned within the time period specified by Sponsors or an alternate winner may be selected. The value of the Grand

Prize and First Prize will be taxable to each Winner as income, if a US 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 Giveaway 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 Giveaway; in which case, Prizes will be awarded via a random drawing from among all eligible Entries legitimately received for each drawing 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 GIVEAWAY 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/GreatOutdoors or www.cabelas.com/GreatOutdoors, 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. Entries become the property of Sponsors. No Prize transfer. No Prize substitution except at Sponsors' sole discretion. Limit one (1) Prize per person.

- 6. COLLECTION AND USE OF PERSONAL INFORMATION: As a condition of entering the Giveaway, Entrants agree and consent to Sponsor's collection, use and retention of their personal and other information for all purposes related to the Giveaway (including, without limitation, processing and administering entries or prize claims, sharing Entrant's personal information with third parties, including Sponsor's service providers, contractors, prizing partners, etc. as necessary to conduct and operate the Giveaway, communicating with and awarding prizes to winners, making public announcements about winners, and advertising, promotion and publicizing the Giveaway), and to comply with applicable laws, rules and regulations, including the storing of your information for purposes of complying with state record retention requirements. Information collected from Entrants will be subject to Sponsor's Privacy Policy, published at https://www.basspro.com/shop/en/privacy-policy-summary-bass-pro-shops. If you object to anything stated in these Official rules or Sponsor's Privacy Policy, do not participate in the Giveaway. If you are a California US resident and wish to review what choices and rights you are afforded under the California Consumer Privacy Act (CCPA) or other applicable California privacy laws, please review that section of US Sponsor's Privacy Policy using the link provided above.
- 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 Giveaway, 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 in the US, (b) any and all claims, judgements and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Giveaway 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 Giveaway, 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 March 31, 2022 to: Bass Pro Shops/Cabela's "The Great Outdoors 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.

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