

**Ranger<sup>®</sup> Boat Giveaway** Sweepstakes Official Rules

NO PURCHASE OR OBLIGATION NECESSARY TO ENTER OR TO WIN. YOU HAVE NOT WON YET! A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.

**1. Sweepstakes Period:** This Ranger® Boat Giveaway (the "**Sweepstakes**") will begin Wednesday, May 1, 2019 at 12:01 a.m. Central Time ("**CT**") and ends at 11:59 p.m. CT on Thursday, July 4, 2019 (the "**Sweepstakes Period**"). The designated clock maintained by the Sponsor in connection with the operation of the Sweepstakes at <u>www.basspro.com</u> (the "**Website**") will be the official timekeeper of this Sweepstakes.

**2. Sponsor/Administrator.** The Sweepstakes is sponsored by Bass Pro Group LLC., 2500 E Kearney, Springfield Missouri, 65898 ("**Sponsor**"), and administrated by Cohen-Friedberg Associates, LLC, 17 Lantern Road, Suite 1, Framingham, MA 01702 www.cfapromo.com ("**Administrator**").

**3. Agreement to the Official Rules.** By participating in the Sweepstakes, all entrants fully and unconditionally agree to and accept these Official Rules and the Sponsor's and Administrator's decisions which are final and legally binding in all matters related to the Sweepstakes. Winning the Grand Prize (described below) is contingent upon fulfilling all requirements set forth herein.

**4.** Eligibility. The Sweepstakes is open only to persons who, at the time of entry, are at least 18 years of age (or the age of majority in the entrant's state of residence, whichever is older) and legal residents of the fifty United States and the District of Columbia. Sweepstakes is void in U.S. territories, overseas military installations, outside the U.S., and where prohibited by law. Employees, directors and officers and their immediate families (husbands, wives, brothers, sisters, parents and children and their spouses) and household members (whether or not related) of Sponsor, Administrator, Capital One Bank (USA), N.A. and each of their respective parents, subsidiaries, affiliates, dealers, retailers, and companies involved in the implementation and execution of the Sweepstakes or otherwise associated with the Sweepstakes (collectively, the "Sweepstakes Entities") are not eligible. If you wish to be removed from future sweepstakes related mailings, please write to us at P.O. Box 82645 Lincoln, NE 68501.

## 5. How to enter:

A. During the Sweepstakes Period, eligible entrants may enter the Sweepstakes in the following ways:

**1**) If you are not a current Bass Pro Shops or Cabela's CLUB® Mastercard® cardholder, earn <u>five (5)</u> automatic entries by applying for the Bass Pro Shops or Cabela's CLUB Mastercard®.

**2**) Use your Bass Pro Shops or Cabela's CLUB Mastercard® card when making a purchase at Bass Pro Shops or Cabela's (i.e. at Bass Pro Shops or Cabela's U.S. stores, through Bass Pro Shops or Cabela's U.S. catalogs, or online at basspro.com or cabelas.com), and earn <u>five (5)</u> automatic entries.

**3)** Use your Bass Pro Shops or Cabela's CLUB Mastercard® when making a purchase outside of Cabela's or Bass Pro Shops, and earn <u>one (1)</u> automatic entry.

Entry limits/terms: Limit one entry via application for a Bass Pro Shops or Cabela's CLUB Mastercard® per person. There is no limit on entries submitted by use of your Cabela's CLUB Mastercard® to make a purchase at Cabela's, outside of Cabela's or at Bass Pro Shops. All purchase entries must post to the Bass Pro Shops or Cabela's CLUB Mastercard® card account during the Sweepstakes Period. To learn more about the Bass Pro Shops or Cabela's CLUB Mastercard® or to apply visit <a href="https://www.basspro.com/club">https://www.basspro.com/club</a> or <a href="https://www.cabelas.com/club">https://www.cabelas.com/club</a>.

B. Alternate Means of Entry. To enter by mail (available for all eligible entrants), hand print in ink your name, complete address, telephone number and age on a card, insert the card in a business size (#10) envelope with proper postage and mail to: Cabela's Ranger Boat Giveaway 2019, PO Box 2242, Framingham, MA 01703-2242. Enter as often as you like by mail. Limit up to five (5) entries per outer envelope. No photocopies, facsimiles or mechanical reproductions will be accepted. Sponsor is not responsible for lost, late, mutilated, misdirected, illegal, inaccurate, stolen, or postage due mail. All entries via the Alternate Means of Entry must be postmarked during the Sweepstakes Period and must be received no later than Wednesday, July 17, 2019.

If you use your wireless mobile device for any of the methods of entry listed above, data rates may apply according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges as well as charges for wireless Internet access) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Sweepstakes. Mobile device service may not be available in all areas. Check your phone's capabilities for specific instructions. Sponsor is not responsible for any charges.

**6.** Drawing Date: A random drawing will be conducted by the Administrator on or about Friday, July 19, 2019 from all eligible entries received during the Sweepstakes Period. Conduct of the Sweepstakes and the drawing are under the supervision of Administrator, an independent sweepstakes administrator. Potential winners will be notified by phone, email or mail using the contact information associated with the Bass Pro Shops or Cabela's CLUB® Mastercard® card or application, or the contact information listed on the Alternate Means of Entry postcard. Sponsor shall have no liability for any potential prize winner notification that is lost, intercepted or not received by any potential prize winner for any reason. If, despite reasonable efforts, any potential prize winner does not respond within four (4) business days of the first notification attempt, or if the prize notification is returned as unclaimed or undeliverable to such potential prize winner, such potential prize winner will forfeit his or her prize and an alternate winner may be selected by random drawing. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential prize winner will be disqualified and an alternate prize winner may be selected by random drawing.

7. Prize Details/Approximate retail value ("ARV"): One (1) Grand Prize and ten (10) Second Prizes will be awarded in this Sweepstakes.

One (1) Grand Prize: One (1) Ranger Z520L with Mercury 250 L Pro XS FourStroke Motor. Prize package includes standard features and trailer. ARV of the Grand Prize will be \$70,695.

## Ten (10) Second Prizes: Each winner will receive one (1) Ascend 10T Sit-On-Top Kayak \$549.99 each.

Winner is responsible for boat registration, license, title, insurance fees, and any other expenses related to the acceptance and use of the prize not specified herein. Winner must take delivery of boat within 30 days of notice of availability from winner-selected Cabela's retail location (within the 48 contiguous United States), near winner's residence, subject to Sponsor's approval. Winner must take delivery of kayak within 30 days of notice of availability from winner-selected Bass Pro Shops or Cabela's retail location (within the 48 contiguous United States), near winner's residence, subject to Sponsor's approval. Boat and Kayak awarded may differ from any boat or kayak shown in promotional materials. Specific prize boat, kayak, fishing package and trailer details, such as color, options and equipment, will be determined by Sponsor, in its sole discretion. The boat and kayak awards are non-transferrable or redeemable for cash. No substitution may be made, except by the Sponsor, who reserves the right to substitute the prize in whole or in part with another prize of equal or greater value. Winners will be responsible for all applicable taxes (not limited to federal, state, and/or local taxes). Grand Prize Winner will be required to provide a completed W-9 form as Sponsor will file an IRS Form 1099 for the fair market value of the prize awarded and accepted. A 1099 form will be issued in the tax year 2019.

**8. Odds and Misc. Prize Notes:** Odds of winning depend on the number of eligible entries received. Winners need not be present to win. Winners will receive his/her prize approximately 3-5 weeks after the Drawing Date. Winners will be required to sign and return to Sponsor and/or Administrator, within seven (7) days of the date printed on the notification, an Affidavit of Eligibility/W-9 tax payer identification form and except where prohibited by law, a Liability/Publicity Release, in order to claim his/her prize. The use of any prize manufacturer, name or trademark in connection with any of the prizes is solely for the purpose of describing such prize, and is not intended to suggest any affiliation or sponsorship.

**9.** Publicity: Except where prohibited by law, the winners by acceptance of the prize agree that Sponsor or those acting under its authority may use the winners' name, picture/portrait, likeness and/or voice, for advertising and promotional purposes without consideration or further permission.

**10. General Conditions:** Sponsor may cancel or modify the Sweepstakes or these Official Rules if fraud, technical failures or any other factor beyond its control impairs the integrity of the Sweepstakes, as determined by the Sponsor in its sole discretion. In such event, Sponsor may award the prize at random from among the eligible entries received up to the time of the impairment. Sponsor in its sole discretion, may disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules, or in an unsportsmanlike or disruptive manner. Sponsor's failure to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

**11. Release:** By entering, entrant agrees to hold harmless and indemnify the Sponsor, Sweepstakes Entities, and their respective parents, subsidiaries, affiliates, dealers, retailers, directors, stockholders, officers, employees and agents against any and all liability, damages or causes of action (however named or described), with respect to or arising out of either (i) entrant's participation; or (ii) the receipt or use of the prize awarded in the Sweepstakes. Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prize awarded, other than the administration of the Sweepstakes or the determination of winners shall be resolved individually, without resort to any form of class action, and shall be instituted only in the federal or state courts located in the State of Nebraska in the U.S.; (ii) any and all claims, judgments and awards shall be limited to actual

prize in dispute but in no event attorneys' fees; and (iii) under no circumstances will entrant 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 of the prize in dispute, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Nebraska, U.S.A.

WINNER ACKNOWLEDGES THE INHERENT HAZARDS, DANGERS, AND RISKS ASSOCIATED WITH BOATING, AND THAT THERE ARE NATURAL FACTORS AND OCCURRENCES WHICH MAY IMPACT ON OR AFFECT THE SAFETY OF SUCH ACTIVITIES AND WINNER ASSUMES THESE RISKS AND DANGERS.

Sponsor does not make any warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. Winner will look solely to the manufacturer for any and all warranties.

**12. Participant's Personal Information:** Any entry submitted as part of this Sweepstakes will become the property of Sponsor upon submission and will not be returned to entrant. By submitting an entry, entrant acknowledges that Sponsor will own all rights to use the entry form without further notice or any compensation to entrant.

**Use of Data.** Sponsor will be collecting personal data about Entrants, in accordance with their privacy policies. Please review Sponsor's privacy policy at <u>https://www.cabelas.com/custserv/custserv.jsp?pageName=PrivacyPolicy</u>. By participating in the Sweepstakes, Entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy. The personal information collected in this Sweepstakes may be shared with the Sweepstakes Entities and other related parties participating in this Sweepstakes. You are supplying information to the Sponsor. Such terms and conditions are being made a part of these Official Rules and incorporated herein by reference.

**13. Winners List**: For the name of the winners send a self-addressed, stamped envelope to "Ranger Boat Giveaway" (Winners List), P.O. Box 2312, Framingham, MA 01703-2312. Requests must be received by 7/26/2019. VT and WA residents may omit return postage.

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