

**BASS PRO SHOPS AND CABELA'S
"BACK TO NATURE" GIVEAWAY
OFFICIAL RULES**

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

- 1. ELIGIBILITY:** Open to legal residents of the 50 United States and District of Columbia ("U.S.") and Canada (excluding Quebec) who are 21 years of age or older at time of entry. Employees of Bass Pro Outdoor World, LLC; Bass Pro Shops Canada (Calgary), Inc., a Canadian corporation; Bass Pro Shops Canada, Inc., an Ontario corporation (the "Sponsors"), Cabela's Wholesale, LLC ("Cabela's"), 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. Sponsor's determinations of eligibility are final and may be made at any time prior to prize award. Void in Quebec and where prohibited.

- 2. ENTRY PERIOD/PROGRAM DESCRIPTION:** The Bass Pro Shops and Cabela's "Back to Nature" Giveaway ("Promotion" or "Sweepstakes") begins at 1pm Central Time ("CT") on July 1, 2020 and ends at 11:59 pm CT on July 6, 2020 ("Entry Period"). Entrants are to comment on Facebook with a photo, or post to Instagram a photo of their interpretation of children getting back to nature with the hashtags #Back2Nature and #sweeps and, if on Instagram, tag @bassproshops and @cabelas.

- 3. HOW TO ENTER:**

Via Instagram:

- 1) Follow @bassproshops and @cabelas on Instagram (if you do not already).
- 2) Take a photo of your interpretation of getting back to nature.
- 3) Be sure your Instagram account is public and your image entry is not private.
- 4) Upload your photo to Instagram and tag it with #Back2Nature, #sweeps, @bassproshops and @cabelas.

You may enter as often as you wish, but each photo must be different. Photos must be uploaded in accordance with the Instagram Terms of Use (<http://instagram.com/about/legal/terms/>).

Via Facebook:

- 1) Visit either the Bass Pro Shops Facebook page (<https://www.facebook.com/bassproshops/>) or the Cabela's Facebook page (<https://www.facebook.com/Cabelas/>) and look for the post asking for sweepstakes submissions. Comment on that post with a photo of your interpretation of children getting back to nature.

You may enter as often as you wish, but each photo must be different. Photos must be uploaded in accordance with the Facebook Terms of Service (<https://www.facebook.com/legal/terms/update>).

All entries:

Only photos uploaded during the Entry Period may be considered valid entries. Adding the hashtags to photos which were uploaded prior to the Entry Period will not be eligible for participation in this Sweepstakes (even if such photos are otherwise in compliance with these Official Rules).

Entries must consist of a photo, not a video. Video entries are not eligible. Entries become the property of Sponsor and will not be acknowledged or returned. Use of any automated system to enter as determined by Sponsor in its sole judgment is prohibited and will result in disqualification at Sponsor's sole discretion. Normal Internet access and usage charges imposed by your online service will apply. If you post updates to or receive updates from your mobile phone, such activity will be subject to the charges pursuant to your mobile service provider's rate plan. You further understand that by participating in the Sweepstakes via mobile phone, if you are a potential winner, the Sponsor may contact you via mobile phone, solely for purposes of Sweepstakes administration, which will be subject to the charges pursuant to your mobile service provider's rate plan. Please consult your mobile service provider for more information. All terms and conditions of Instagram and Facebook apply. Multiple entrants are not permitted to share the same accounts. In the event of a dispute regarding the identity of the person submitting an Entry, the Entry will be deemed to be submitted by the natural person who is the "authorized account holder" assigned to the account in question. It is your sole responsibility to notify the Sponsor in writing if you change your account(s). Further, note that your Entry will not be considered successfully submitted if your Instagram or Facebook account settings prevent Sponsor from seeing your Entry (i.e. your account should be set to "public" or a similar setting that will allow Sponsor to see your Entry).

By submitting an Entry, you represent and warrant that (a) you are the sole creator of the Entry, (b) the Entry is wholly original, (c) the Entry does not infringe the privacy or publicity rights or any other legal or moral rights of any third party, (d) the Entry has not previously been entered in any other Promotion, and (e) the Entry has not been previously published on Instagram or in any other medium. You further represent and warrant that you have obtained written permission from each person whose name, image or likeness ("Likeness") is included in the Entry, that such person(s) have granted you all necessary rights to use the Likeness as described in these rules, and that you can and will give written copies of such permissions to the Sponsor upon request. If your Entry includes the Likeness of a person who is under the age of 18 or under the age of majority in his/her jurisdiction of residence, whichever is greater (a "Minor"), such grant of rights must include written permission from the Minor's parent or legal guardian, authorizing the use of the Minor's Likeness on behalf of the Minor. You further represent and warrant that you are the parent/legal guardian of the child(ren) depicted in the Entry, and, if not, that the parent/legal guardian of such child(ren) has/have granted you all necessary rights to include the child(ren) in the entry as per these rules, and that you can and will give written copies of such permission(s) to the Sponsor upon request. Further, if the submitted photo was taken by anyone other than you, you represent and warrant that such person(s) have granted you all rights to the photo (and that they understand that you alone are the entrant in the Sweepstakes and will receive a prize if the Entry is selected as a prize winner), and that you can and will give written copies of such permissions to the Sponsor upon request. Once submitted, an entry may not be changed, altered, modified or deleted. By submitting an Entry, you grant Sponsor and its affiliated companies, and their agents, licensees and assigns the unconditional and perpetual right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use the Entry or part thereof (with or without using your name) in any media throughout the world for any purpose, without limitation, and without additional review, compensation, royalty, or approval from you or any other party. You agree that, upon request by the Sponsor and without compensation, you will sign copyright assignments as necessary to assign any and all rights to the photo to Sponsor. By submitting an Entry, you further agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against the Releasees (as defined below), or any other person or entity, on the grounds that any use of the Entry, or any derivative works, infringes any of your rights, including, without limitation, copyrights and moral rights. You further acknowledge that Sponsor, its affiliated companies, and their agents, licensees and assigns are in no way obligated to broadcast, publish or use your Entry in any way. Nothing herein shall constitute an employment, joint venture, or partnership relationship between you and the Sponsor or any other Releasees. In no way are you to be construed as the agent or to be acting as the agent of the Sponsor or any other Releasees. See Section 7 below for additional requirements for your entry.

Entries will be reviewed by Sponsor for compliance with the entry parameters set forth, and if accepted, may be re-posted by Sponsor (such re-posting merely indicates that the entry has been preliminarily determined to be eligible under these rules and is not otherwise binding upon Sponsor). Sponsor reserves the right in its sole discretion to decide if any entry is appropriate for posting or publication and may disqualify any entry at any time in the event it is determined, in the Sponsor's sole discretion that the entry is not appropriate, or, that the entrant has not complied with these Official Rules.

ANY RE-POSTED PHOTO REPRESENTS SOLELY THE VIEWS/OPINIONS OF THE APPLICABLE ENTRANT AND DOES NOT REFLECT THE VIEWS/OPINIONS OF SPONSOR IN ANY MANNER. SPONSOR IS MERELY ENCOURAGING PERSONS TO PROVIDE CONTENT; AND, SPONSOR DISCLAIMS ANY AND ALL LIABILITY IN CONJUNCTION WITH THE CONTENT OF ANY SUCH PHOTO INCLUDING MONITORING, FILTERING OR MODERATING PHOTOS. SPONSOR WILL NOT EDIT OR MODIFY PHOTOS SUBMITTED FOR THE SWEEPSTAKES IN CONJUNCTION WITH THE ADMINISTRATION OF THE SWEEPSTAKES.

4. **DRAWING/PRIZE/ODDS:** On or about July 6, 2020, a random drawing will be conducted by Sponsor to award the following prize:

(1) Grand Prize: "All-American Gear Package": Wild Sports Stars & Stripes Tailgate Toss (\$59.99 USD), two Smith & Wesson America's Heroes Folding Knife (2 x \$9.97 USD), two Bass Pro Shops Fish Flag Premium Bath Towel – White (2 x \$19.99 USD), two Bass Pro Shops USA Chairs (2 x \$14.99 USD), and Cabela's Polar Cap Equalizer 80-Quart Cooler – White (\$349.99 USD). Total value of package \$499.88 USD.

Specific items to be awarded (including colors, styles, and sizes, etc.) are to be determined by Sponsors. The depiction of prizes in any advertising, promotional materials, or displays may not reflect the actual prize items. Winners will be notified by mail, email and/or telephone at Sponsors' sole discretion. Canadian residents, in order to win, must first correctly answer a mathematical skill testing question. Odds of winning will be determined by the number of eligible entries received.

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5. **WINNER NOTIFICATION:** If winner entered via Instagram, he/she will be contacted through Instagram comment and/or an Instagram Direct Message from Bass Pro Shops or Cabela's. It is recommended that entrants confirm that their Instagram notification settings are turned on, and that they continue to follow @bassproshops and

@cabelas, such that they would be notified in a timely fashion of Sponsor's attempt to contact them in this manner if selected as a potential prize winner. If winner entered via Facebook, they will receive a Private Message from Bass Pro Shops or Cabela's. To claim prize, winner will be required to respond to Sponsor's notification within twenty four (24) hours after transmission of the aforementioned message and provide his/her full name, email address, physical mailing address, date of birth, and phone number. All requested documents must be returned to Sponsor/Administrator within the time period specified at the time of winner notification. Prize is not transferable. No prize substitution is available. Winner is solely responsible for all applicable federal, state, and local taxes and for any expenses, costs or fees associated with acceptance and/or use of prize not specified by Sponsor as being included. At the sole discretion of the Sponsor, disqualification, prize forfeiture and the selection of an alternate winner may result from any of the following: **(a)** a potential winner's failure to respond to initial notification within time period specified in the notification; **(b)** the failure of notification due to deactivation of the potential winner's account prior to receipt of notification; **(c)** potential winner's failure to provide Sponsor with satisfactory proof of age, identity and residency; **(d)** potential winner's failure to complete and return required documents by the date specified in winner's notification; and **(e)** any other non-compliance with these Official Rules.

- 6. CONDUCT:** By entering the Sweepstakes, entrants agree to comply with and be bound by these Official Rules. Failure to comply with the Official Rules may result in disqualification from the Sweepstakes. Sponsor reserves the right in its sole discretion to disqualify any entrant it finds to be: (1) tampering or attempting to tamper with the entry process or the operation of the Sweepstakes; (2) violating the Official Rules; (3) violating the terms of service, conditions of use or general rules or guidelines of any Sponsor property or service; or (4) acting in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person or whose acts or deeds (actual or perceived) would or might be deemed detrimental to Sponsor's reputation, as determined by Sponsor in its sole discretion. Any false information provided within the context of the Sweepstakes by any entrant concerning identity, postal address, ownership of right or non-compliance with Official Rules may result in the immediate elimination of the entrant from the Sweepstakes. Sponsor further reserves the right to disqualify any entry that it believes in its sole and unfettered discretion infringes upon or violates the rights of any third party, or does not comply with the Official Rules. **CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE THE SWEEPSTAKES WEBSITE, MOBILE SITE OR SERVICE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**
- 7. ENTRY REQUIREMENTS:** By submitting an Entry, you represent and warrant that your Entry: (a) is not violent (or include dangerous stunts), derogatory of any person based on religion, race, gender, sexual identification/orientation, ethnicity, national origin or any other category, obscene or offensive (as determined by Sponsor and Administrator in their sole discretion); (b) does not invade the publicity or privacy rights, defame, misrepresent or contain disparaging remarks about Sponsor or its products/services, or other people, products or companies; (c) does not infringe any third party's intellectual property or privacy rights, or contain any personal identification, such as facial recognition, license plate numbers, e-mail addresses or street addresses; and (d) is not in violation of any law, including but not limited to those prohibiting cruelty to animals. Entry must be relevant to the Sweepstakes theme. Sponsor's determination as to whether any Entry violates the above is final and in Sponsor's sole discretion.
- 8. GENERAL CONDITIONS:** Sweepstakes is subject to all federal, state and local laws and regulations. Sponsor will have no liability or further obligation to the winner other than to supply the prize. In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsor may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; (b) award prizes from among the eligible Entries received up to the time of the impairment; or (c) to proceed in such a manner as may be deemed fair and equitable by Sponsor in its sole discretion. If, due to a human, typographical, mechanical or other error, the number of potential winners notified is greater than the listed number of prizes, such listed number of prizes will be awarded in a random drawing from among all eligible entrants who submit a legitimate prize claim. The Sponsor reserves the right in its sole discretion to 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. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In the event that Sponsor is prevented from continuing with the Sweepstakes, or the integrity and/or feasibility of the Sweepstakes is severely undermined by any event beyond the Sponsor's control, including but not limited to fire; flood; epidemic; earthquake; explosion; labor dispute; materials shortage (including due to product recall); strike; act of God; terrorist threat or activity; any

federal, state, or local governmental law, order, or regulation; order of any court or jurisdiction; or other cause not reasonably within Sponsor's control (each a "Force Majeure" event), Sponsor will have the right, in its sole discretion, to abbreviate, modify, suspend, cancel, or terminate the Sweepstakes without further obligation. If Sponsor, in its sole discretion, elects to abbreviate the Sweepstakes as a result of a Force Majeure event, Sponsor reserves the right, to award prizes from among all the eligible entries received up to the date of such Force Majeure event. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Sweepstakes in whole or in part, in the event of fraud, technical or other difficulties or if the integrity of the Sweepstakes is compromised, without liability to any entrant.

- 9. RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Sweepstakes, entrants agree to release and hold harmless the Sponsor, Cabela's, Facebook, Instagram., their respective parent companies, subsidiaries, divisions, affiliates, suppliers, brokers, printers, distributors and advertising, promotional and judging agencies, and any other entities affiliated with the administration of the Sweepstakes, together with the respective officers, directors, employees, and agents of each, as well as Instagram (collectively, the "Releasees") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use/misuse of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors or any errors made in the advertisement of the Sweepstakes; (d) errors in the administration of the Sweepstakes or the processing of entries; (e) changes to Instagram policies and procedures that may interfere with the operation of the Sweepstakes (and/or the filtering or other operation of the functionality of Instagram; (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt of any prize; and/or (g) if a winner, the use of name and/or photograph for advertising and publicity purposes without compensation (unless prohibited by law) and entrant further agrees to execute specific consents to such use if asked to do so, and to the announcement of his or her name, city and state. Entrants further agree that in any cause of action, the Releasees' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Releasees be liable for attorney's fees. Entrants waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. Without limiting the foregoing, the Sweepstakes, and all materials provided on or through any Sweepstakes-related website are provided "as is" without warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Releasees are also not responsible for entries/photos that are late, lost, garbled, incomplete, inaccessible/blocked, corrupted, jumbled, misdirected, delayed or damaged, regardless of cause, all of which are void.
- 10. INDEMNIFICATION:** You agree to indemnify and hold the Releasees harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the Releasees due to or arising out of your Entry, or your conduct in creating an Entry or otherwise in connection with the Sweepstakes, including but not limited to: claims for trademark infringement; copyright infringement; violation of an individual's right of publicity or right of privacy; defamation; or any injury allegedly suffered participating in the Sweepstakes.
- 11. PUBLICITY:** By submitting an Entry, you grant to Sponsor, and its affiliated companies and agents, licensees and assigns, the right, except where prohibited by law, to use your name, likeness, picture, address (city and state), voice, biographical information, Entry (including the submitted photo) and written or oral statements, for advertising and promotional purposes in promoting or publicizing Sponsor, its affiliated companies, and the products or services of each, in any and all media without limitation as to time or territory, without compensation or further notice. You shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based on invasion of privacy, defamation, or right of publicity) arising out of any use, blurring, alteration, or use in composite form of your name, picture, likeness, address (city and state), biographical information, or Entry (including the submitted photo).
- 12. PRIVACY:** Information submitted in connection with the Sweepstakes will be treated in accordance with these Official Rules and Sponsor's Privacy Policy (as may be amended from time to time), currently located at www.basspro.com provided, that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail.
- 13. ARBITRATION/CHOICE OF LAW:** Except where prohibited, entrants agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Promotion, or the award of prizes, or the determination of winners, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration pursuant to the Streamlined Rules and Arbitration Procedures of Judicial Arbitration and Mediation Services, Inc., then effective, and (2) any and all claims, judgments 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 (3) 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), 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 Releasees 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 of any jurisdiction, and all proceedings shall take place in State of Missouri.

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