

# Great American Pheasant Hunt Banded Pheasant Contest

## Official Rules

1. **NO PURCHASE NECESSARY TO ENTER OR WIN.**
2. **AGREEMENT TO THE OFFICIAL RULES:** By participating in the Great American Pheasant Hunt Banded Pheasant Contest ("Contest"), all entrants fully and unconditionally agree to and accept these Official Rules and the Sponsor's decisions which are final and binding in all matters related to the Contest. Winning a prize (described below) is contingent upon fulfilling all requirements set forth herein.
3. **ELIGIBILITY:** Contest is only open to legal residents of the fifty (50) United States and the District of Columbia who are at least (21) years of age, or the age of majority in their state of residence, whichever is older, and over at the time of entry. Void where prohibited by law. All applicable federal, state and local laws apply. Employees of Cabela's Wholesale, L.L.C. ("Cabela's"), Bass Pro Outdoor World, L.L.C., their respective parent companies, subsidiaries, affiliate companies, agents and advisors and any other persons living in the household of such an employee are not eligible to participate in this Contest.
4. **SPONSOR:** Contest is sponsored by Bass Pro Outdoor World, L.L.C., 2500 E. Kearney, Springfield, MO 65898 ("Sponsor").
5. **CONTEST PERIOD:** This contest will begin 12:00 p.m. (CDT) on October 10, 2019, at the beginning of the South Dakota Pheasant Hunting Season, and end at 5:59 p.m. (CST) on January 5, 2020.
6. **HOW TO ENTER:** Cabela's Mitchell retail store will release thirty (30) pheasants, and each will be tagged with Official 2019 Cabela's Banded Pheasant Hunt Leg Bands (hereinafter "Official 2019 Leg Band") numbered 001 – 030, on public hunting grounds within a 50 mile radius of the Cabela's Mitchell Retail Store located at 601 Cabela Dr., Mitchell, SD 57301. Participants who legally harvest a pheasant that is tagged with an Official 2018 Leg Band will win a prize.

Limit one (1) prize per person.

7. **WINNER DETERMINATION:** Each participant that harvests an Official 2019 Leg Band tagged pheasant and returns the Official 2019 Leg Band to the Cabela's Mitchell retail store will receive a \$100 Cabela's Gift Card. Official 2019 Leg Bands must be returned to the Cabela's Mitchell retail store no later than the store closing time on January 5, 2020. Late entries will not be accepted and participants may only submit one Official 2019 Leg Band per person. Sponsor reserves the right to award fewer than thirty (30) gift cards if less than thirty (30) Official 2019 Leg Bands are submitted or if multiple Official 2019 Leg Bands are submitted by the same individual. Sponsor reserves the right to disqualify any individual who Sponsor believes or otherwise suspects may not have complied with the Official Rules or the relevant gaming laws and regulations.

ARV of all Prizes combined is up to \$3,000.00.

PRIZES DO NOT INCLUDE, AND WINNER WILL BE RESPONSIBLE FOR, THE COSTS OF TRAVEL TO AND FROM CABELA'S RETAIL STORE. NO SUBSTITUTE PRIZES WILL BE GIVEN. WINNER IS RESPONSIBLE FOR ALL FEDERAL, STATE AND LOCAL TAXES, AS WELL AS ANY FEES AND EXPENSES, INCURRED IN CLAIMING AND USING THE PRIZE. ANY EXPENSES NOT MENTIONED ARE THE SOLE RESPONSIBILITY OF THE WINNER. PRIZE IS NON-TRANSFERABLE AND NON-ASSIGNABLE. NO CASH ALTERNATIVE OR SUBSTITUTE PRIZE WILL BE OFFERED. HOWEVER, SPONSOR RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO SUBSTITUTE A PRIZE OF EQUAL OR GREATER VALUE IF THE ADVERTISED PRIZE IS NOT AVAILABLE.

All prizes are non-refundable for cash, non-transferrable, and non-endorsable, however Sponsor reserves the right to substitute prizes of equal or greater value. Gift cards are subject to issuer's terms and conditions. Winners assume responsibility of all applicable taxes associated with the acceptance and use of the prize.

8. **PUBLICITY RELEASE:** Except where prohibited by law, the winner(s) by acceptance of the prize agree that Sponsor or those acting under its authority may use the winner's name, picture/portrait, likeness and/or voice for advertising and promotional purposes without consideration or further permission.
9. **GENERAL:** Sponsor, Cabela's, their respective parent companies, affiliates, subsidiaries, retailers, agencies and the respective officers, directors, employees and agents are not responsible for distorted, incomplete, illegible, undelivered, damaged or lost entries and/or any Contest disruptions beyond their control. If by reason of a printing or other error, more prizes are claimed than the number set forth in these rules, all persons making purportedly valid claims will be included in a random drawing to award the advertised number of prizes available in the prize category in question. No more than the advertised number of prizes will be awarded. Sponsor further reserves the right, in its sole discretion, to cancel, terminate or modify this Contest if not capable of completion as planned, including infection by computer virus, technical corruption, non-authorized human intervention or force majeure.
10. **DISCLAIMER:** Entrants and winners are solely responsible for their own actions relating to this Contest, and the acceptance and/or use of a prize. By participating in this Contest and/or by acceptance or use of the prize, all entrants and winners agree to release and hold harmless Sponsor, Cabela's, their respective parent companies, affiliates, subsidiaries, retailers, agencies, and the respective officers, directors, employees and agents from and against any liability arising in connection with the Contest and/or use of the prize. PRIZES ARE AWARDED "AS IS" WITH NO WARRANTY OR GUARANTEE EXPRESS OR IMPLIED. SPONSOR DISCLAIMS ALL AND ANY LIABILITY FOR THE ACTUAL PROVISION, QUALITY OR NATURE OF ANY THIRD PARTY PRODUCT OR SERVICE ACCEPTED BY THE WINNERS.
11. **PRIVACY:** Any information submitted by you will become the property of Sponsor upon submission and will not be returned to you. By submitting your information you acknowledge that Sponsor will own all rights to use your information without further notice or any compensation to you. Entry in the Contest constitutes consent to be added to Sponsor's and Cabela's direct mail and Internet Marketing databases. Sponsor's use of your information will be subject to its Privacy Policy. To view Sponsor's Privacy Policy visit [www.basspro.com](http://www.basspro.com). You may opt-out of receiving such offers and emails at any time and opting-in does not impact your chances of winning.

12. **DISPUTE RESOLUTION.** Except where prohibited, by participating Contest entrants agree that: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant(s) and Sponsor and its agents shall be governed by and construed exclusively in accordance with the laws of the State of Missouri without giving effect to any principles of conflicts of law of any jurisdiction. Entrant agrees that any action at law or in equity arising out of or relating to this Contest, or awarding of the prizes, shall be filed only in the state or federal courts located in the State of Missouri and entrant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action. Except where prohibited, by participating in this Contest, each entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or awarding of the prizes, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Contest but in no event attorneys' fees; and (c) under no circumstances will any participant be permitted to obtain awards for and 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. Some jurisdictions do not allow the limitations or exclusion of liability for incidental or consequential damages, so the above may not apply to you.
13. **ODDS OF WINNING.** Odds of winning a prize will depend upon the number and skill of eligible participants.
14. **WINNERS LIST:** For a list of winners, available after January 15, 2020, mail a self-addressed, stamped envelope to **2019 Pheasant Hunt Contest Winners**, PMI Station, P.O. Box 750, Southbury, CT 06488-0750.