#### Official Rules

To be posted at participating stores' customer service To be posted and available for printing at web sites

6th draft: 3/27/24

# BASS PRO SHOPS AND CABELA'S "DISCOVER YOUR ADVENTURE CLUB SUMMER 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 continental United States and District of Columbia who are 18 years of age or older at time of entry. Employees of Bass Pro Outdoor World, L.L.C. (the "Sponsor"); Cabela's Wholesale, L.L.C. ("Cabela's"); Capital One, N.A.; Toyota Motor Sales, U.S.A., Inc. ("TMS"); 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 and where prohibited.
- 2. PROMOTION DESCRIPTION: The Discover Your Adventure CLUB Summer Sweepstakes ("Promotion") runs from 12:00am Central Time ("CT") on 5/25/24 through 11:59pm CT on 9/2/24 ("Promotion Period"). A total of (3) Monthly Drawings will be held, each awarding several prizes. Non-winning entries from one drawing will be retained and included in subsequent drawings. Limit one high-value prize (defined as having an approximate retail value of \$600 or more) per person for the entire promotion. The Promotion will run according to the schedule below:

Drawings	Entry Period	Drawing Dates
Drawing #1	5/25/24 - 6/28/24	7/8/24
Drawing #2	5/25/24 - 7/26/24	8/6/24
Drawing #3	5/25/24 - 9/2/24	9/10/24
All entries must be received received by 9/9/24)	by 11:59 pm CT on 9/2/24 (except mail-in entries	which must be postmarked by 9/2/24 and

**3. HOW TO ENTER:** You may earn entries in the Promotion several ways:

A) Register Online: Current CLUB® Mastercard® Members must register for the Promotion. To do so visit <a href="www.basspro.com/discoveryouradventure">www.basspro.com/discoveryouradventure</a> or <a href="www.cabelas.com/discoveryouradventure">www.cabelas.com/discoveryouradventure</a> ("Website") during the Promotion Period, complete the entry form, and submit as directed. Doing so will earn one (1) entry into the Promotion. This method of entry must be done at some point during the Promotion Period, or any potential entries earned via methods B, C or F will be null and void. Only one entry may be earned via this method. Any additional entries received via this method will be null and void.

- B) CLUB® Mastercard purchases at any Bass Pro Shops/Cabela's property, either online or in-store: You may earn additional entries by making purchases at any Bass Pro Shops/Cabela's affiliated property, either online or in-store, with your CLUB® Mastercard during the Promotion Period. Each such eligible purchase will earn ten (10) entries into the Promotion. Limit ten (10) entries per card purchase transaction. Please note you must also register online via Method A to earn entries via this method. As long as you register online for the Promotion via Method A during the Promotion Period, all eligible purchase entries made during the Promotion Period will be automatically included in all subsequent random drawings.
- C) CLUB® Mastercard purchases at any other merchant that accepts Mastercard: You may earn additional entries by making purchases with your CLUB® Mastercard during the Promotion Period. Each such eligible purchase will earn one (1) entry into the Promotion. Limit one (1) entry per card purchase transaction. Please note you must also register online via Method A to earn entries via this method. As long as you register online for the Promotion via Method A during the Promotion Period, all eligible purchase entries made during the Promotion Period will be automatically included in all subsequent random drawings.

<u>D) Apply for a CLUB® Mastercard</u>: If you are not currently a CLUB® Mastercard Member, you may complete and submit a CLUB application at your nearest Bass Pro Shops/Cabela's location or online at <a href="https://www.basspro.com">www.cabelas.com</a> during the Promotion Period. Doing so will earn you five (5) entries into the Promotion. Limit one CLUB application submission per person during the Promotion Period. If your application is approved, you must register online via Method A to earn additional entries. As long as you register online for the Promotion via Method A during the Promotion Period, all eligible purchase entries made during the Promotion Period will be automatically included in all subsequent random drawings.

E) Entry without making a purchase, applying for a CLUB® Mastercard, or registering online: To enter without making a purchase, applying for a CLUB® Mastercard, or registering online, hand print your name, complete mailing address, daytime phone number, email address, and date of birth on a 3" x 5" piece of paper and mail it to Discover Your Adventure CLUB Summer Sweepstakes, P.O. Box 3530, Southbury, CT 06488-3530. Drawing #1 entries need to be received by 7/5/24. Drawing #2 entries received by 8/5/24. Drawing #3 entries need to be postmarked by 9/2/24 and received by 9/9/24. No mechanical reproductions permitted. Limit one paper entry per envelope. Each envelope must be mailed separately. Each envelope received will earn ten (10) entries into the Promotion.

F) Wheel Spin: If you haven't already done so, visit <a href="www.basspro.com/discoveryouradventure">www.cabelas.com/discoveryouradventure</a> during the Promotion Period, complete the entry form, and submit as directed. Doing so will register you for the Promotion, and earn one (1) entry into the Promotion. Once you are registered, you may click on the Wheel to spin for a chance to receive additional entries into the Promotion (each attempt, a "Play"). Each Play may earn you an additional one (1), five (5) or ten (10) extra entries into the Promotion. You will be notified instantly if your Play has earned any additional entries. All Plays are subject to verification. Limit one play per day per person and/or email address. Any attempt by any participant to play more than once per day by using multiple/different email addresses, identities or other methods will void that participants' plays after the first play on any day. (Note: if your email address is used by another person to play after you have played, or if another person uses your email address to play and then you play, any play after the first play using the email address will be void. Odds of earning extra entries per play are: one (1) extra entry 1:10; three (3) extra entries 1:30; five (5) extra entries 1:50; ten (10) extra entries 1:100.

There is no limit to number of sweepstakes entries earned per person per day, however there is a limit of one Wheel Spin Play per person per day. No mechanical reproductions permitted. All online entries must be received by Website's server by the end of the Promotion Period. All eligible purchase entries must be completed by the end of the Promotion Period. Website's server is the official clock for this promotion.

**4. DRAWINGS/PRIZES/ODDS OF WINNING:** According to the schedule listed above in Section 2, a random drawing will be conducted by Promotion Mechanics, Inc. ("PMI"), an independent judging organization, from among all eligible entries received during and prior to each applicable entry period. The following prizes will be awarded:

## Drawing #1 scheduled to occur on or about 7/8/24:

- (1) Drawing #1 Grand Prize: 2024 TRACKER® Targa V-18 COMBO w/150 XL Fourstroke Mercury and trailer for one winner. Total approximate retail value ("ARV") is \$43,320. Actual value will depend on winner's location. Prize includes freight and preparation. Prize color and model to be determined by Sponsor. Winner must take delivery of the prize at the Bass Pro Shops or Cabela's Boat Center nearest to the winner's residence within thirty (30) days of notice of availability.
- (1) Drawing #1 Second Prize: a 2025 Guatemala Sailfish Signature Outdoor Adventure for winner and one guest (both anglers), anticipated to take place March 30 April 3, 2025. No travel or transportation of any kind is provided for this prize, with the exception of round-trip ground transfers to/from Guatemala City Airport to lodging location provided by Sponsor, if desired. A prepaid Mastercard gift card in the amount of \$2,000 will be provided to assist with travel and licensing costs. Prize includes standard accommodations, meals and select beverages, professionally guided fishing, use of gear, tackle and other equipment to be selected by Sponsor. Winner and guest must possess all required, valid identification and travel authorizations in order to travel. Winner and guest are responsible for any travel insurance (if desired) and for all trip expenses not specified. If winner and/or guest fails to possess all required, valid identification and/or travel authorizations, the prize will be forfeited in its entirety. In the event the winner and/or winner's guest engages in behavior that (as determined by Sponsor in its sole discretion) is obnoxious or threatening, illegal, unsafe or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to

terminate the trip or other applicable experience early, in whole or in part, and send the winner and his/her guest home with no further compensation. If winner is unable to accept prize as stated, prize will be forfeited in its entirety and awarded to an alternate winner. Certain restrictions and blackout dates apply. Gift card is subject to issuer's terms and conditions. Total ARV is \$9,990.

- (4) Drawing #1 Third Prizes: a Cabela's Polar Cap Cooler (1 per winner), ARV \$299.99 each. Winners must take delivery at the Bass Pro Shops or Cabela's nearest to the winner's residence (as determined by Sponsor in its sole discretion) within thirty (30) days of notice of availability.
- (10) Drawing #1 Fourth Prizes: A Bass Pro Shops Advanced Angler Tackle System with winner's choice of a Bass Pro Shops Johnny Morris CarbonLite Spinning Combo OR a Bass Pro Shops Johnny Morris Baitcast Combo (1 per winner), ARV up to \$229.98 each. Winners must take delivery at the Bass Pro Shops or Cabela's nearest to the winner's residence (as determined by Sponsor in its sole discretion) within thirty (30) days of notice of availability.

## Drawing #2 scheduled to occur on or about 8/6/24:

- (1) Drawing #2 Grand Prize: a 2024 Tracker® Off Road 600EPS ATV for one winner. Total ARV is \$9,000. Actual value will depend on winner's location. Prize includes freight and preparation. Prize color and model to be determined by Sponsor. Winner must take delivery of the prize at the TRACKER dealership nearest to the winner's residence (as determined by Sponsor in its sole discretion) within thirty (30) days of notice of availability.
- (1) Drawing #2 Second Prize: a 2025 Texas Bass Fishing Signature Outdoor Adventure for one winner and guest, anticipated to take place May 2025. No travel or transportation of any kind is provided for this prize, with the exception of round-trip ground transfers to/from San Antonio (SAT) Airport to lodging location provided by Sponsor, if desired. However, a prepaid Mastercard gift card in the amount of \$2,000 will be provided to assist with travel costs, license, and Texas sales taxes. Prize includes standard accommodations, meals and select beverages, professionally guided fishing, use of gear, tackle and other equipment to be selected by Sponsor. Winner and guest must purchase their own fishing license. Winner and guest must possess all required, valid identification and travel authorizations in order to travel. Winner and quest are responsible for any travel insurance (if desired) and for all trip expenses not specified. If winner and/or guest fails to possess all required, valid identification and/or travel authorizations, the prize will be forfeited in its entirety. In the event the winner and/or winner's quest engages in behavior that (as determined by Sponsor in its sole discretion) is obnoxious or threatening, illegal, unsafe or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the trip or other applicable experience early, in whole or in part, and send the winner and his/her guest home with no further compensation. If winner is unable to accept prize as stated, prize will be forfeited in its entirety and awarded to an alternate winner. Certain restrictions and blackout dates apply. Gift card is subject to issuer's terms and conditions. Total ARV is \$6.900.
- (3) Drawing #2 Third Prizes: a Cabela's CX Pro HD Rangefinder Binocular (1 per winner), ARV \$899.99 each. Winners must take delivery at the Bass Pro Shops or Cabela's nearest to the winner's residence (as determined by Sponsor in its sole discretion) within thirty (30) days of notice of availability.
- (10) Drawing #2 Fourth Prizes: a Bass Pro Shops Johnny Morris CarbonLite Spinning Combo OR a Bass Pro Shops Johnny Morris Baitcast Combo (1 per winner), ARV up to \$229.98 each. Winners must take delivery at the Bass Pro Shops or Cabela's nearest to the winner's residence (as determined by Sponsor in its sole discretion) within thirty (30) days of notice of availability.

#### Drawing #3 scheduled to occur on or about 9/10/24:

(1) Drawing #3 Grand Prize a 2024 Toyota® Tacoma Trailhunter (or similar vehicle in the event of unavailability, at TMS' sole discretion), with a Manufacturer's Suggested Retail Price ("MSRP") of up to \$65,000. Grand Prize Winner Affidavit to be completed on acceptance of Grand Prize. Grand Prize winner must take delivery of Grand Prize vehicle from the automobile dealership designated by TMS. Neither Sponsor nor TMS shall be responsible for delays in delivery of the Grand Prize and delivery is subject to availability. Sponsor and TMS, however, shall use all reasonable efforts, subject to availability, to deliver the Grand Prize to the TMS-designated delivery dealer within one hundred and eighty (180) days of completion of verification process. Grand Prize winner must personally retrieve the Grand Prize within thirty (30) days of

written notification of delivery or he/she will lose his 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. Grand Prize winner must be a U.S. resident and U.S. licensed driver and will be required to provide proof of valid U.S. driver's license and legally required insurance at time of delivery and otherwise meet all eligibility requirements contained in these Official Rules. Grand Prize winner is 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. Sponsor, TMS, Capital One, 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 Promotion and/or any person's participation in the Promotion; 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. Grand Prize winner shall bear all risk of loss or damage to his/her prize after delivery to the designated delivery site.

(1) Drawing #3 Second Prize: a Utah Elk Signature Outdoor Adventure for winner and one observer (nonhunter). No travel or transportation of any kind is provided for this portion of the prize; driving is highly recommended. A prepaid Mastercard gift card in the amount of \$2,000 will be provided to assist with travel costs. This portion of the prize includes standard accommodations for 6 nights, meals and select beverages, professionally guided elk hunting for 5 days, trophy care, and any required license for the hunt (winner must qualify/be eligible for such license; if winner is ineligible to receive the required license, the prize will be forfeited in its entirety). Winner must provide his/her own firearm(s) and ammunition for the hunt. Winner must meet all federal, state and local regulations and requirements pertaining to obtaining, possessing and using a firearm. If winner does not meet such regulations and requirements, prize will be forfeited and an alternate winner will be selected. Trip must be taken on dates specified by Sponsor, anticipated to be September 17-23, 2025. In the event the winner engages in behavior that (as determined by Sponsor in its sole discretion) is obnoxious or threatening, illegal, unsafe or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the trip or other applicable experience early, in whole or in part, and send the winner home with no further compensation. If winner is unable to accept prize as stated, prize will be forfeited in its entirety and awarded to an alternate winner. Certain restrictions and blackout dates apply. Gift card is subject to issuer's terms and conditions. Total ARV is \$17,000

(3) Drawing #3 Third Prizes: a Cabela's Pro Series 36" Pellet Grill (1 per winner), ARV \$799.99 each. Winners must take delivery at the Bass Pro Shops or Cabela's nearest to the winner's residence (as determined by Sponsor in its sole discretion) within thirty (30) days of notice of availability.

(10) Drawing #3 Fourth Prizes: an Ascend 10T Desert Storm Sit-On-Top Kayak with Enhanced Seating System Fishing Package (1 per winner), ARV \$699.97 each. Winners must take delivery at the Bass Pro Shops or Cabela's nearest to the winner's residence (as determined by Sponsor in its sole discretion) within thirty (30) days of notice of availability.

All potential winners will be notified by phone, email and/or mail at Sponsor's sole discretion, and must respond within the time period specified at time of notification or prize may be forfeited. Odds of winning a prize depend on the number of eligible entries received prior to each random drawing's deadline as described above in Section 2.

5. GENERAL: The depiction of all prizes in any advertising, promotional materials, or displays may not reflect the actual prizes the winners will have to retrieve. Prizes are non-transferable and no substitution or cash redemption will be permitted unless Sponsor, in its sole discretion, determines otherwise. Sponsor reserves the right to substitute a prize (or portion thereof) with one of comparable or greater value, at its sole discretion. TMS, Tracker, Capital One, N.A., Cabela's, and/or Sponsor 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.

Taxes on each prize and expenses related to acceptance and use of each prize not specified are the sole responsibility of the respective winners. By participating, entrants (and entrant's parent/legal guardian, if entrant is a minor in his/her jurisdiction of residence) agree (a) to these rules and decisions of judges which shall be final in all respects; (b) to release and hold harmless Sponsor, Cabela's, Capital One, N.A., TMS, 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 Promotion or their acceptance, use or misuse of a 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 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 awarded. Each winner (and winner's parent/legal guardian if winner is a minor in his/her jurisdiction of residence) will be required to complete an Affidavit of Eligibility and Liability Release and (where legal) a Publicity Release, and, a W9 Form, which must be returned within the time period specified by Sponsor or an alternate winner may be selected. Grand Prize Winner Affidavit to be completed on acceptance of Grand Prize. The value of the prize will be taxable to prize winner as income. 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 promotion to be disrupted or corrupted. Sponsor reserves the right in its sole discretion to cancel or suspend the Promotion or any portion thereof should any causes corrupt the administration, security or proper play of the promotion; in which case, prizes will be awarded via a random drawing from among all eligible Entries legitimately received 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 WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR 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/discoveryouradventure or www.cabelas.com/discoveryouradventure or other sites promoting the Promotion 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. Information submitted with an Entry is subject to the Sponsor's Privacy Policy found at https://www.basspro.com/shop/en/privacy-policy-summary-bass-pro-shops and https://www.cabelas.com/shop/en/privacy-policy-summary-cabelas. Entries become the property of Sponsor. Sponsor reserves the right to substitute a prize (or portion thereof) with one of comparable or greater value, at its sole discretion. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. When terms such as "may" are used in the Official Rules. Sponsor has sole and absolute discretion. Participants agree to waive any rights to claim ambiguity of these Official Rules. Limit one high-value prize and one non-high-value prize per person.

Releasees are not responsible for any incorrect or inaccurate information, whether caused by web site users, tampering, hacking or by any of the equipment or programming associated with or utilized in the promotion and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or technical error or programming error or unauthorized access to the web site. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the promotion or web site(s); to be acting in violation of the Official Rules; to be acting in violation of the terms of the web sites, or to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any use of robotic, automatic, macro, programmed or like entry methods, will disqualify all entries using such methods. No correspondence about entries will be entered into nor will entries be acknowledged or returned. In the case of any irregular game play, the sole liability and responsibility is replacement with another game play.

6. COLLECTION AND USE OF PERSONAL INFORMATION: As a condition of entering the Promotion, participants agree and consent to Sponsor's collection, use and retention of their personal and other information for all purposes related to the Promotion (including, without limitation, processing and administering entries or prize claims, sharing participant's personal information with third parties, including Sponsor's service providers, contractors, prizing partners, etc. as necessary to conduct and operate the

Promotion, communicating with and awarding prizes to winners, making public announcements about winners, and advertising, promotion and publicizing the Promotion), 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 <a href="https://www.basspro.com/shop/en/privacy-policy-summary-bass-pro-shops">https://www.basspro.com/shop/en/privacy-policy-summary-bass-pro-shops</a>. If you object to anything stated in these Official rules or Sponsor's Privacy Policy, do not participate in the Promotion. If you are a California 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 Sponsor's Privacy Policy using the link provided above.

- 7. SEVERABILITY/HEADINGS: If any provision of these Official Rules is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Official Rules and shall not affect the validity and enforceability of any remaining provisions. Headings and captions are used in these Official Rules solely for convenience of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof.
- 8. 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 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.
- WINNERS LIST: For a list of winners, mail a self-addressed, stamped envelope to be received by December 10, 2024 to: Discover Your Adventure CLUB Summer Sweepstakes Winners, 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., 22 Bayview Ave., Ste. 85, Stonington, CT 06378.

© 2024 Bass Pro Outdoor World, LLC.

Any third-party trademarks mentioned herein are the property of their respective trademark owners. The use or mention of any third-party trademarks in these Official Rules or in this Promotion is solely for descriptive purposes and shall in no way imply any endorsement or sponsorship of the Promotion.