

Official Rules

To be posted at participating stores' customer service

To be posted and available for printing at web sites

6th draft: 8/13/24

BASS PRO SHOPS AND CABELA'S CLUB POINTS SWEEPSTAKES DRIVEN BY TOYOTA 2024 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 United States and District of Columbia who are 18 years of age or older at time of Entry, as defined below ("Entrant"). Employees of Bass Pro Outdoor World, L.L.C. (the "Sponsor"); Cabela's Wholesale, L.L.C. ("Cabela's"); Capital One, N.A.; Mastercard® International Inc.; Toyota Motor Sales, U.S.A., Inc. ("TMS"); and each of their respective parents, subsidiaries, agencies, affiliates, distributors, 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 where prohibited.
- 2. PROMOTION DESCRIPTION:** The Bass Pro Shops and Cabela's CLUB Points Sweepstakes Driven by Toyota 2024 ("Promotion") runs from 12:00am Central Time ("CT") on 9/17/24 through 11:59pm CT on 11/4/24 ("Promotion Period"). This Promotion runs a total of seven (7) weeks.

Seven (7) Weekly Drawings will be held, each awarding one Grand Prize of \$10,000 in CLUB Points (or \$10,000 in net purchases at Bass Pro Shops & Cabela's). Non-winning entries from one week will be retained and included in subsequent weeks' drawings.

If a winner is not a CLUB Member, the prize will be awarded for the same value in Bass Pro Shops/Cabela's gift cards. Bass Pro Shops/Cabela's gift cards are subject to the issuer's terms and conditions.

The (7) Weekly Drawings will run according to the schedule below. Weeks run from 12:00am Central Time ("CT") on Tuesdays through 11:59pm CT on Mondays. Weekly Drawings will be held on or about the Monday following each week.

Weeks	Entry Periods	Approximate Drawing Dates
Week 1	Sept 17 – Sept 23	Sept. 30
Week 2	Sept 24 – Sept 30	Oct. 7
Week 3	Oct 1 – Oct 7	Oct. 14
Week 4	Oct 8 – Oct 14	Oct. 21
Week 5	Oct 15 – Oct 21	Oct. 28
Week 6	Oct 22 – Oct 28	Nov. 4
Week 7	Oct 29 – Nov 4	Nov. 12

All entries must be received by 11:59 pm CT on 11/4/24 (except mail-in entries which must be postmarked by 11/4/24 and received by 11/11/24)

- 3. HOW TO ENTER:** You may earn Entries in the Promotion several ways (each, an "Entry"):

A) Register Online: To do so visit www.basspro.com/drivenbytoyota or www.cabelas.com/drivenbytoyota ("Website") during the Promotion Period, complete the Entry form, and submit as directed. Doing so will earn one (1) Entry into the Promotion. **CLUB Members MUST enter via this method of Entry at some point during the Promotion Period, or any potential Entries earned via methods B or C 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. All online Entries must be received by Website's server by the end of the Promotion Period. Website's server is the official clock for this promotion.

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 (does not include cash advances,

balance transfers, returns, credits, and/or payments, or Cenex® purchases). Each such eligible purchase will earn ten (10) Entries into the Promotion.

In addition, every \$100 per qualified transaction via this method earns one (1) additional entry (up to \$1,000). Limit ten (10) additional entries per qualified transaction; and a total of twenty (20) entries overall per qualified transaction. Qualifying purchases must post to Entrant's account during the Promotion Period. Redemption of CLUB Points at Bass Pro Shops or Cabela's does not qualify as a purchase toward this promotion. Qualifying accounts must be open and in good standing at time of weekly drawings.

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 merchant that accepts Mastercard: You may earn additional Entries by making purchases with your CLUB Mastercard during the Promotion Period (does not include cash advances, balance transfers, returns, credits, and/or payments). 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.

D) Apply for a CLUB Mastercard: 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 www.basspro.com or www.cabelas.com during the Promotion Period. Doing so will earn you ten (10) 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) Enter 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 or card and mail it in a stamped envelope to be postmarked by 11/4/24 and received by 11/11/24 to: Bass Pro Shops and Cabela's CLUB Points Sweepstakes Driven by Toyota, PO Box 3530, Southbury, CT 06488-3530. No mechanical reproductions permitted. Limit one paper Entry per envelope. Each envelope must be mailed separately. Each envelope received will earn twenty (20) Entries into the Promotion.

4. DRAWINGS/PRIZES/ODDS OF WINNING:

Weekly Drawings: On or about the dates listed above in Section 2, a random drawing will be conducted by Promotion Mechanics, Inc. ("PMI"), an independent judging organization, from among all combined eligible Entries received to award the following prizes:

(1) Grand Prize per week: \$10,000 in CLUB Points.

Odds of winning a Grand Prize will depend on the combined total number of eligible entries received. Winners will be notified by phone, email and/or mail at Sponsor's sole discretion.

If a winner is a CLUB Member, the prize will be awarded as CLUB Points, and may not be substituted with cash. Further, to be eligible to receive a prize, CLUB Members' accounts must be open and in good standing at time of prize award.

CLUB Points are subject to the Customer Agreement and The Rewards Terms and Conditions. These terms and conditions will be provided to you after you become a cardholder. Bass Pro Shops and Cabela's reserve the right to change or terminate the Rewards Program and its rules or benefits at any time.

If a winner is not a CLUB Member, the prize will be awarded for the same value in Bass Pro Shops/Cabela's gift cards. Bass Pro Shops/Cabela's gift cards are subject to the issuer's terms and conditions.

5. GENERAL: 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., Mastercard International Inc., TMS, their respective parents, subsidiaries, affiliates, agencies, and their respective directors, officers, distributors, dealers, 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 or Declaration 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. The value of the Prizes will be taxable to Prize winners as income. If a selected potential Winner opts to not claim a prize, for whatever reason, they will be disqualified and forfeit any claim to the prize in the future, and an alternate winner will be selected. 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/drivenbytoyota or www.cabelas.com/drivenbytoyota 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 Privacy Policy stated on the Website. 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. Entries become the property of Sponsor. Prizes are non-transferable and no substitution or cash redemption will be permitted except as provided herein at Sponsor's and/or TMS' discretion. 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. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Limit one Prize per person. No prize transfer or substitution, except at Sponsor's sole discretion.

- 6. ADDITIONAL CONDITIONS:** Neither Sponsor, Capital One, N.A., nor their respective agencies are 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; to be acting in violation of the Official Rules; to be acting in violation of the terms of the web site, 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.

- 7. COLLECTION AND USE OF PERSONAL INFORMATION:** As a condition of Entering the Promotion, Entrants 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 Entrant'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 <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 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.
- 8. 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.
- 9. 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.
- 10. WINNERS LIST:** For a list of winners, mail a self-addressed, stamped envelope to be received by December 31, 2024 to: Bass Pro Shops and Cabela's CLUB Points Sweeps Driven by Toyota Winners, PO Box 172, Newtown, CT 06470-0172.

Sponsor: Bass Pro Outdoor World, LLC, 2500 E. Kearney, Springfield, MO 65898.
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