US Sweepstakes & Fulfillment Company

BASSMASTER 2014 Summer Boat Giveaway

Promotion runs from 06/02/14 to 08/29/14

FINAL - 05/22/14

THE BASSMASTER 2014 SUMMER BOAT GIVEAWAY OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

SWEEPSTAKES ENTRY PERIOD: The Bassmaster 2014 Summer Boat Giveaway (the "Sweepstakes") begins at 12:00:01 AM Eastern Time ("ET") on Monday, June 2, 2014 and ends at 11:59:59 PM ET on Friday, August 29, 2014 (the "Sweepstakes Period").

ELIGIBILITY: The Sweepstakes is open to legal residents of the 50 United States, including the District of Columbia, age 18 or older at the time of entry. Void in Puerto Rico, outside the U.S., and wherever else prohibited by law. Employees of B.A.S.S. LLC (the "Sponsor") and its respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members of, and/or those living in the same household of each, are not eligible to enter. Sweepstakes is subject to all applicable federal, state and local laws and regulations.

ENTRY: There are three (3) ways to enter.

Method #1: B.A.S.S. Membership Subscription Entry. Visit www.facebook.com/bass, click on the sweepstakes app tab, click "Like" to become a fan of the B.A.S.S. page, or visit www.bassmaster.com/sweepstakes, and purchase a B.A.S.S. Membership subscription by following all entry instructions to complete the entry form in its entirety and submit (the "B.A.S.S. Membership Entry"). B.A.S.S. Membership Entries must be received between Monday, June 2, 2014 at 12:00:01 AM ET and Friday, August 29, 2014 at 11:59:59 PM ET.

Method #2: Online Entry. To enter without purchasing a B.A.S.S. Membership subscription or if you are already a B.A.S.S. member, visit www.facebook.com/bass, click on the sweepstakes app tab, click "Like" to become a fan of the B.A.S.S. page, or visit www.bassmaster.com/sweepstakes, and click on the link as instructed to enter without joining B.A.S.S., follow all entry instructions to complete the entry form in its entirety and submit (the "Online Entry"). **Online Entries must be received between Monday, June 2, 2014 at 12:00:01 AM ET and Friday, August 29, 2014 at 11:59:59 PM ET.**

Method #3. Mail-in Entry. Mail a postcard, including your name, complete address, email address and phone number to: The Bassmaster 2014 Summer Boat Giveaway, PO Box 422036-2036, Palm Coast, FL 32164. Each postcard must be mailed separately and must be postmarked between Monday, June 2, 2014 and Friday, August 29, 2014, and received by Friday,

September 5, 2014 "(Mail-in Entry"). Photocopied, illegible, or mechanically reproduced entries are not eligible. All entries become the property of the Sponsor and will not be returned or acknowledged. Sponsor is not responsible for lost, late, damaged, misdirected or postage-due mailed entries.

By entering the sweepstakes, entrants acknowledge that the Sponsor may contact them by mail, email and/or phone and consent to such contact. Phone communications will not include text messages, auto-dialing, or pre-recorded messages. Entrants are subject to all notices posted online including but not limited to the Sponsor's Privacy Policy.

Limit: One (1) Entry per person per day regardless of method of entry and regardless of whether entrant has more than one email address. All entries become the property of the Sponsor and will not be acknowledged or returned.

PRIZES/APPROXIMATE RETAIL VALUE ("ARV")/ODDS:

Grand Prize: One (1) Grand Prize winner will receive prize package consisting of:

- One (1) Skeeter TZX180 boat with standard equipment and single axle trailer;
- One (1) Yamaha F150LA outboard motor;
- One (1) Humminbird 728 Fishfinder; and
- One (1) Minn Kota 70 Edge trolling motor.

The ARV of Grand Prize is: \$36,690.00. ARV is as of date of drafting these Official Rules. The difference in value of Grand Prize as stated herein and value at time of prize notification or awarding, if any, will not be awarded.

The Grand Prize Winner will be responsible for pick-up of the Grand Prize at an authorized Skeeter Boats Dealer located nearest the Grand Prize winner's residence as determined by the Sponsor in its sole discretion. <u>The prize will be awarded within approximately 90 days after the winner is</u> <u>verified.</u> Grand Prize will be available with standard equipment; any upgrades and options are at the sole expense of the winner. Color, package, factory options, and other prize specifics to be determined by Sponsor in its sole discretion and are subject to availability. Winner will be responsible for all of the following and their related costs: optional equipment; freight and dealer prep fees; title; license; insurance; and registration fees required in claiming the Grand Prize; applicable taxes; as well as all other expenses relating to the receipt and use of Grand Prize, including any travel and transportation costs associated with collecting the Grand Prize. All other costs not specifically stated herein as being awarded are the responsibility of the Winner. Winner will be responsible for transporting prize from dealership. Winner must have proof of a valid U.S. driver's license from his or her State or place of residence in the United States and proof of driver's insurance to take delivery of Grand Prize; failure to show same may result in Grand Prize forfeiture and selection of an alternate Grand Prize Winner.

Runner-Up Prizes: Ten (10) Runner Up Prize winners will each receive a Yeti® Tundra® 45 Cooler, each with an ARV of \$349.99.

The TOTAL ARV of all prizes available to be won: \$40,189.99.

Odds of winning will depend upon the total number of eligible entries received.

RANDOM DRAWING: The winners will be selected in a random drawing on or about **Wednesday**, **September 10, 2014** from among all eligible entries received during the Sweepstakes Period by US Sweepstakes & Fulfillment Company, an independent agent of the Sponsor whose decisions are final.

Grand Prize winner will be confirmed via email and/or phone, and will be required to sign and return, within seven (7) days of notification, an Affidavit of Eligibility, a Liability Waiver, a W-9 Form and where allowable, a Publicity Release (collectively, "the Releases"). These releases will require the Winner to furnish his/her Social Security Number for the sole purpose of tax reporting, as required by law. Noncompliance will result in disqualification and an alternate winner may be selected. The prize package will be awarded within approximately 90 days after the winner is verified.

Runner-Up Prize winners will be notified by email and requested to confirm their mailing address within 48 hours via return email. Prizes will be sent to the address on the entry form or new address provided via email within 45 days of winner being verified.

If a winner is otherwise eligible under these Official Rules, but is nevertheless deemed a minor in his or her state of primary residence, the prize will be awarded in the name of winner's parent or legal guardian who will be required to execute and return Affidavit/Release on minor's behalf. If Affidavit/Release is returned as undeliverable or if the selected winner cannot accept or receive the prize for any reason, or he/she is not in compliance with these Official Rules, the prize will be forfeited and an alternate winner may be selected in a separate random drawing.

PRIZE CONDITIONS: PARTICIPATION IN THIS SWEEPSTAKES AND THE RECEIPT AND/OR USE OF ANY PRIZE OFFERED IS AT YOUR OWN RISK. YOU SHOULD NOT ATTEMPT ANY BOATING ACTIVITY THAT IS BEYOND YOUR SKILL LEVEL. ENTRANTS ACKNOWLEDGE 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 ENTRANTS ASSUME THESE RISKS AND DANGERS.

If a prize notification or prize is returned as undeliverable, or if winner is found to be ineligible or not in compliance with these rules that winner will be disqualified, and the prize may be awarded to an alternate winner in a separate random drawing.

Prizes are not redeemable for cash. Prizes are non-assignable or transferable. No substitution is permitted except if prize is unavailable, in which case a prize of equal or greater value will be awarded. No cash in lieu of prizes and no exchange or substitution of prizes, except at the sole discretion of the Sponsor. Any other incidental expenses on prize not specified herein are the winner's sole responsibility.

Winners are responsible for all federal, state, local and income taxes associated with winning prize. Grand Prize Winner will be required to furnish his/her social security number for the sole purpose of preparation of any tax forms as required by law. Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winners acknowledge that the Official Sponsor and all other businesses affiliated with this Sweepstakes and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative the quality, conditions, fitness or merchantability of any aspect of the prize being offered, except that each merchandise prize shall be subject to its manufacturer's standard warranty (if any).

GENERAL: Although subsequent attempts to enter on a given day may be received, only the first complete entry received from a particular entrant will be eligible; subsequent attempts by the same person to enter, including entries submitted with an alternate email address, will be disqualified.

Participating entrants agree to these Official Rules and the decisions of The US Sweepstakes & Fulfillment Company and the Sponsor, and release the Sponsor, Facebook and their affiliated companies, and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors and agents of each, from all claims and liability relating to their participation in the promotion, and the acceptance and use/misuse of the prize offered. Winner assumes all liability for any injury or damage caused or claimed to be caused, by participation in this Sweepstakes or use/misuse or redemption of the prize. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize.

In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted e-mail address. Sponsor may ask any entrant or potential winner to provide Sponsor with proof that such party is the authorized account holder of the email address associated with the entry. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Sponsor is not not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, you (i) agree to be bound by these official rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the independent sweepstakes administrator, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these official rules may result in disgualification from the Sweepstakes. Sponsor reserves the right to: (i)

permanently disqualify from any Sweepstakes it sponsors any person it believes has intentionally violated these official rules; and (ii) withdraw the online method of entry if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Sweepstakes), and to select winners from among all eligible entries received prior to withdrawal.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

DISPUTES: Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the state of Alabama. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the state of Alabama or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of Alabama. The remedy for any claim shall be limited to actual damages, and in no event shall any party be entitled to recover punitive, exemplary, consequential, or incidental damages, including attorney's fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief.

THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THIS AGREEMENT WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

PRIVACY: By entering and providing the required entry information, Entrants acknowledge that the Sponsor may also send information, samples or special offers it believes may be of interest to Entrant, or other information or goods offered by its marketing partners. Personal information collected from online entrants is subject to the B.A.S.S. LLC Privacy Policy, which can be found at http://www.bassmaster.com/privacy-policy.

OFFICIAL RULES REQUEST: To request a copy of the Official Rules, see www.bassmaster.com/sweepstakes or send a self-addressed, stamped envelope by 9/10/14, to: The **BASSMASTER Summer Boat Giveaway** Official Rules Request, PO Box 25466, Rochester, NY 14625-0466.

WINNER CONFIRMATION: For a written confirmation of the winner (available after 09/10/14) send a stamped, self-addressed envelope (no later than 10/08/14), to: The **BASSMASTER Summer Boat Giveaway** <u>Winner Confirmation Request</u>, PO Box 25466, Rochester, NY 14625-0466. **SPONSOR:** B.A.S.S., LLC (the "Sponsor"), 3500 Blue Lake Drive, Suite 330, Birmingham, AL 35243.

Important: This Promotion is not in any manner sponsored, endorsed, administered by or associated with Facebook. Becoming a fan of the B.A.S.S. Page on Facebook does not constitute an entry into the promotion. Any questions, comments or complaints regarding this Sweepstakes should be sent via email to facebook@bassmaster.com.

Void outside the US, in Puerto Rico, and wherever else prohibited.