## THE JACK LINK'S HOOK THE BEAST SWEEPSTAKES OFFICIAL RULES

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

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

**SWEEPSTAKES ENTRY PERIOD: The Jack Link's Hook the Beast Sweepstakes** (the "Sweepstakes") begins at 12:00:01 AM Eastern Time ("ET") on Wednesday, June 8, 2022 and ends at 11:59:59 PM ET on Wednesday, September 7, 2022 (the "Sweepstakes Period").

**ELIGIBILITY:** The Sweepstakes is open to legal residents of the 48 contiguous United States (excluding Alaska and Hawaii) and the District of Columbia, who are age 18 or older and the age of majority in their state of residence (19 or older in Alabama and Nebraska; 21 or older in Mississippi) at the time of entry. Void in Alaska, Hawaii, Puerto Rico, Guam, the U.S. Virgin Islands, outside the U.S., and wherever else prohibited by law. Employees of B.A.S.S., LLC (the "Sponsor"), US Sweepstakes & Fulfillment Company (the "Sweepstakes Administrator"), Link Snacks, Inc. ("Jack Link's"), and their respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members (spouses, parents, children, and siblings and their spouses) 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.

HOW TO ENTER: Visit Bassmaster.com/hookthebeast (the "Sweepstakes Website"), follow all entry instructions to complete the entry form and submit to receive one (1) entry into the Sweepstakes (the "Entry"). Online entrants are subject to all notices posted online including but not limited to the Sponsor's Privacy Policy, which can be found at <a href="https://www.bassmaster.com/privacy-policy">https://www.bassmaster.com/privacy-policy</a>. Entries must be received between Wednesday, June 8, 2022 at 12:00:01 AM ET and Wednesday, September 7, 2022 at 11:59:59 PM ET. Limit: One (1) Entry per person per day. All entries become the property of the Sponsor and will not be acknowledged or returned.

Before submitting the entry form, participants will have the opportunity to upload and share an original photo of themselves with a fish they have caught (the "Photo"). Uploading a Photo to the Sweepstakes Website is not required for entry and will not improve an entrant's chances of winning. Participants may also post the Photo on social media using the hashtag #HookTheBeast. Posting the Photo on social media will

not result in a sweepstakes entry nor will it improve an entrant's **chances of winning.** Submitted Photos may be posted to a gallery within the Sweepstakes Website and/or Sponsor's and Jack Link's various websites and social sites. The Sponsor will review all submitted Photos prior to such Photo being published and reserves the right in its sole and absolute discretion to reject and/or remove any Photo that violates these Official Rules without any notification or warning. Sponsor reserves the right to post sample Photos it has created in connection with the Sweepstakes on the Sweepstakes Website, the Sponsor's websites and social sites. Sponsor does not guarantee the posting of any Photo. Photos must comply with the following guidelines to be considered for posting to the Sweepstakes Website: a) No other individuals may appear in the Photo without express written permission. If Photo features a minor under the age of majority in his/her state of residence, you must obtain written permission from the minor's legal guardian; b) By submitting a Photo taken by a third party, Entrant warrants and represents that he/she has secured all rights and clearances in writing to the Photo from the photographer; c) Photo cannot be profane, pornographic, sexually explicit or suggestive or contain nudity; d) Photo cannot be violent or promote firearms/weapons; e) Photo cannot promote alcohol, illegal drugs or tobacco; f) Photo cannot defame, misrepresent or contain disparaging remarks about people, brands, products or companies; g) Photo cannot contain content that defaces or depicts any person, brand, product or company in a negative or inappropriate manner; h) Photo cannot be obscene or offensive, endorse any form of hate or hate group or be derogatory to any ethic, racial, gender, religious, professional or age group: i) Photo cannot reference or contain materials embodying copyrighted images, names, likenesses or other indicia identifying any brand, products, company or person, living or dead, without permission; j) Photo cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor and Jack Link's wish to associate; k) Photo cannot depict illegal activity and cannot itself be in violation of any law; I) Photo cannot in any way reference persons or organizations without written permission from any person or organization whose name or likeness is used; m) Photo may not include images of a known celebrity, famous or well-known person or any image which violates the right of privacy or publicity of any person; and n) Photo cannot have been submitted previously in a promotion of any kind, except for promotions sponsored by the Sponsor. **By submitting a** Photo, participants understand and grant to the Sponsor and Jack Link's an irrevocable, perpetual, non-exclusive worldwide license to use, reproduce, modify, post, distribute, publish or create derivative works from and display in whole or in part, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional, advertising, public relations, trade show and/or marketing purposes, the participant's submitted Photo, name, hometown and likeness without further compensation, notification or permissions of any kind except where prohibited by law. This license expressly includes a right (but not the obligation) for Sponsor

and lack Link's to modify Photos to remove any third-party intellectual property. Sponsor and Jack Link's shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter the Photo for any purpose which Sponsor and Jack Link's deems necessary or desirable, and each participant irrevocably waives any and all so-called moral rights they may have therein. By submitting a Photo, participant warrants and represents that: (a) Photo does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other legal or moral rights of any person or entity; (b) participant owns all rights to the Photo, including without limitation, copyrights, and has received prior written permission from a third party if any Photo was photographed by someone other than the participant him/herself; and (c) participant will indemnify and hold harmless the Sponsor, Sweepstakes Administrator, Jack Link's and related entities, agents and assigns from any claims and damages (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach of your representations and warranties herein. PHOTOS ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR OR JACK LINK'S IN ANY MANNER.

PRIZE/APPROXIMATE RETAIL VALUE ("ARV")/ODDS: There is one (1) Grand Prize available to be won. One (1) Grand Prize winner will receive a Nitro Z20 bass boat with Mercury 225L motor. The ARV of the Grand Prize: \$55,805. ARV is as of date of drafting these Official Rules. The difference in value of prize as stated herein and value at time of prize notification/award, if any, will not be awarded. Winner will be responsible for pick up of the Grand Prize at an authorized Nitro dealership designated by the Sponsor, in its sole discretion. Grand Prize will be available with standard equipment; any upgrades and options are at the sole expense of the Grand Prize winner. Color, package, factory options, and other prize specifics to be determined by Sponsor in its sole discretion and are subject to availability. Grand Prize 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 Grand Prize winner. Grand Prize winner will be responsible for transporting Grand Prize from dealership. Winner must personally retrieve the Grand Prize within 30 days of written notification of delivery. 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.

The total ARV of all prizes available to be won: \$55,805. Odds of winning will depend upon the total number of eligible entries received.

**RANDOM DRAWING:** The winner will be selected in a random drawing on or about **Thursday, September 8, 2022** from among all eligible entries received during the Sweepstakes Period by the Sweepstakes Administrator, an independent representative of the Sponsor whose decisions are final.

**WINNER NOTIFICATION & VERIFICATION:** Potential Grand Prize winner will be notified by the Sweepstakes Administrator via email and/or phone, and will be required to sign and return, within five (5) days of notification, an Affidavit of Eligibility, a Liability Waiver, an IRS W-9 Form and where allowable, a Publicity Release (collectively, "the Releases"). These Releases will require the Grand Prize 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.

If a prize notification or prize is returned as undeliverable, or if winner is found to be ineligible or not in compliance with these Official Rules that winner will be disqualified, and the prize may be awarded to an alternate winner in a separate random drawing. If Sponsor is unable to determine and verify a potential winner after repeated alternate drawings or if Sponsor fails to receive a sufficient number of entries to correspond to the number of prizes available to be awarded, Sponsor reserves the right to not award such prize(s).

**PRIZE CONDITIONS:** Prize is not redeemable for cash, assignable, transferable and may not be substituted except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value at its discretion. Any other incidental expenses on prize not specified herein are the winner's sole responsibility.

Prize is awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winner acknowledges that the Sponsor, Jack Link's 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 to 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).

PARTICIPATION IN THIS SWEEPSTAKES AND THE RECEIPT AND/OR USE OF ANY PRIZE OFFERED IS AT YOUR OWN RISK. ENTRANTS ACKNOWLEDGE THE INHERENT HAZARDS, DANGERS AND RISKS ASSOCIATED WITH FISHING, INCLUDING BUT NOT LIMITED TO: DROWNING WHILE ENGAGED IN BOATING, FISHING AND WADING; INJURIES RECEIVED FROM MECHANICAL OR MOVING BOAT PARTS;

INJURIES RECEIVED FROM FISHING EQUIPMENT OR RECEIVED FROM OTHER'S USE OF FISHING EQUIPMENT; INJURIES FROM ENCOUNTERS WITH WILDLIFE AND/OR INSECTS; INJURIES FROM EXPOSURE TO SUN, WIND, WEATHER AND/OR OTHER NATURAL ELEMENTS OR ACT OR OMISSION OF ANY GUIDE CONNECTED WITH ANY FISHING EXPERIENCE; RAPID MEDICAL ATTENTION AND/OR EMERGENCY RESPONSE MAY NOT BE AVAILABLE; 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.

Winner is responsible for all federal, state, local and income taxes associated with winning prize. Winner will be required to furnish his/her Social Security Number for the sole purpose of preparation of 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 recordings, 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.

**GENERAL:** Participating entrants agree to these Official Rules and the decisions of the Sponsor and the Sweepstakes Administrator, and release the Sponsor, the Sweepstakes Administrator, Jack Link's, and their affiliated companies, and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors and agents of each (the "Released Parties"), from all claims and liability relating to their participation in the Sweepstakes, and the acceptance and use/misuse of the prize offered. Participating entrants assume all liability for and Released Parties shall be held harmless against any liability for any injury, losses or damages of any kind to persons, including personal injury or death, or injury to property caused or claimed to be caused in whole or in part, directly or indirectly, by participation in this Sweepstakes, acceptance, possession, or use/misuse of the prize, or any claims based on publicity rights, defamation or invasion of privacy, or merchandise delivery. 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 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 e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any entrant or potential winner to provide Sponsor with

proof, to Sponsor's satisfaction, 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 Released Parties are 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, entrant (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 Sweepstakes Administrator, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these official rules may result in disqualification from the Sweepstakes.

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor. If, for any reason, the Sweepstakes cannot be run as planned, Sponsor may disqualify any suspect entries or individuals from the Sweepstakes and any sweepstakes it sponsors and (a) suspend the Sweepstakes and modify the Sweepstakes to address the impairment, then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and/or (b) award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS SWEEPSTAKES CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, EPIDEMICS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT, OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR. BY PARTICIPATING IN THIS SWEEPSTAKES, PARTICIPANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING

MATERIAL DOWNLOADED FROM SUCH SITE, AS APPLICABLE. FURTHER, SPONSOR SHALL NOT BE RESPONSIBLE FOR ANY CANCELLATIONS, DELAYS, DIVERSIONS, CHANGES IN SERVICE OR ACCOMMODATIONS OR SUBSTITUTIONS, OR FOR ANY ACTS OR OMISSIONS BY ANY THIRD PARTIES BEYOND ITS REASONABLE CONTROL, OR FOR ANY RESULTING INJURIES, INCLUDING MONEY DAMAGES, COSTS AND EXPENSES, PROPERTY DAMAGES, PERSONAL INJURIES OR DEATH RESULTING THEREFROM.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO 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.

**GOVERNING LAW AND LIMITATION OF LIABILITY:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of Alabama, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES. CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED: AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

**DISPUTES:** The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in Jefferson

County, Alabama and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an inperson hearing is required, then it will take place in Birmingham, Alabama. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Birmingham, Alabama. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

**PRIVACY:** As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties, including Sweepstakes Administrator, for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules, including, without limitation, the storing of your personal information for purposes of complying with state record retention requirements. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner's list. Personal information collected from entrants are subject to the Sponsor's Privacy Policy, which can be found at <a href="https://www.bassmaster.com/privacy-policy">https://www.bassmaster.com/privacy-policy</a>.

**OFFICIAL RULES REQUEST:** To request a copy of the Official Rules, send a self-addressed, stamped envelope by September 8, 2022, to: **The Jack Link's Hook the Beast Sweepstakes** Official Rules Request, PO Box 654, Social Circle, GA 30025-0654.

**WINNER CONFIRMATION REQUEST:** For a written confirmation of the winner (available after September 8, 2022) send a stamped, self-addressed envelope (no later than October 8, 2022) to: **The Jack Link's Hook the Beast** 

**Sweepstakes** Winner Confirmation Request, PO Box 654, Social Circle, GA 30025-0654.

**SPONSOR:** B.A.S.S., LLC, 3500 Blue Lake Drive, Suite 330, Birmingham, AL 35243.

SWEEPSTAKES ADMINISTRATOR: US Sweepstakes & Fulfillment Company, 625 Panorama Trail, Suite 2100, Rochester, NY 14625. 1-800-620-6044

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