

## THE 2022 TOYOTA TACKLE THE OUTDOORS 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 ADMINISTRATOR:** US Sweepstakes & Fulfillment Co. (the “**Sweepstakes Administrator**”), 625 Panorama Trail, Suite 2100, Rochester, NY 14625.

**SPONSOR:** B.A.S.S., LLC (the “**Sponsor**”), 3500 Blue Lake Drive, Suite 330, Birmingham, AL 35243.

**SWEEPSTAKES ENTRY PERIOD:** The **2022 Toyota Tackle the Outdoors Sweepstakes** (the “**Sweepstakes**”) begins at 12:00:01 AM Eastern Time (“ET”) on Thursday, September 15, 2022 and ends at 11:59:59 PM ET on Thursday, December 15, 2022 (the “**Sweepstakes Period**”).

**ELIGIBILITY:** The Sweepstakes is open to legal residents of the 48 contiguous United States and the District of Columbia who are at least 21 years of age at the time of entry and a U.S. licensed driver (“**Entrant**”). Officers, directors, representatives, employees or agents of the Sweepstakes Administrator, Sponsor, Toyota Motor Sales, U.S.A., Inc. (“**TMS**”), Marathon Petroleum Company LP, Omnia Fishing Inc., Decked, LLC, and all of their respective owners, parents, affiliates, subsidiaries and successor companies, their advertising/promotional agencies (collectively the “**Sweepstakes Entities**”), and the members of their immediate families or those persons living in the same household of anyone so employed are ineligible to enter or win. "Immediate family members" shall mean parents, step- parents, children, stepchildren, siblings, stepsiblings, or spouses. "Household members" shall mean people who share the same residence at least three months a year. Sweepstakes is void in Alaska, Hawaii, Puerto Rico, U.S. territories and possessions, outside of the 48 contiguous United States and D.C., and where restricted or prohibited by law. By entering the Sweepstakes, Entrants agree to abide by all terms of these Official Rules (“**Official Rules**”) and all applicable local, state and federal laws and regulations.

**HOW TO ENTER:** There is one (1) method of entry. During the Sweepstakes Period, eligible Entrants must visit [www.bassmaster.com/ToyotaOutdoorSweepstakes](http://www.bassmaster.com/ToyotaOutdoorSweepstakes) and follow all entry instructions to complete the entry form and submit to receive one (1) entry into the Sweepstakes (the “**Entry**”).

**Limit: One (1) Entry per Entrant per calendar day during the Sweepstakes Period regardless of whether Entrant has more than one email address.** Any attempt by an Entrant to obtain more than the stated number of Entries by using multiple/different email addresses, identities, registrations, logins, and/or any other methods, including, but not limited to, Entries generated by script, macro or other automated devices will void that Entrant's Entries and that Entrant may be disqualified from the Sweepstakes. Multiple Entrants are not permitted to share the same email address. None of the Sweepstakes Entities will verify receipt of Entries for Entrants. All Entries submitted become the sole property of Sponsor and will not be acknowledged or returned.

Entrants are subject to all notices posted online, including, but not limited to, the Sponsor's Privacy

Policy, which can be found at <https://www.bassmaster.com/bass-llc-privacy-policy/>.

**PRIZE/MANUFACTURERS' SUGGESTED RETAIL PRICE ("MSRP")/ODDS:** There is one (1) Prize, as defined below, available to be won by one (1) winner ("**Winner**") which shall consist of the following prize elements (total Value = \$56,620) (collectively "**Prize**"):

- One (1) 2023 Toyota 4Runner TRD Pro ("**Vehicle**") (MSRP = \$52,920) <sup>1</sup>
- Marathon Fuel for a Year, to be awarded as \$1,200 in Marathon Gas Gift Cards (MSRP = \$1,200)
- \$1,000 Omnia Fishing gift card to be used at Omniafishing.com (MSRP = \$1,000)
- Decked Custom Drawer System for a truck of winner's choice (MSRP = \$1,500)<sup>2</sup>

**The total Value of the Prize is \$56,620** and 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. Odds of winning the Prize depend on the number of eligible Entries received during the Sweepstakes Period. Prize is non-transferable and no substitution or cash equivalent is allowed except as provided herein at the Sponsor's sole discretion, or as otherwise stated in these Official Rules. Sponsor reserves the right to substitute any element of the Prize other than the Vehicle for one of comparable or greater value, at its sole discretion. And, in the event that the Vehicle is not available in certain U.S. geographic locations, Sponsor, in its sole discretion, will provide an alternate prize with one of comparable value to the MSRP of the unavailable Vehicle. Winner is responsible for all taxes and other costs and fees associated with Prize receipt and/or use not specified herein as being awarded. The depiction of the Vehicle and/or other Prize elements in any advertising or promotional materials may not reflect the actual Vehicle and/or other Prize elements to be delivered to the Winner. Sweepstakes Entities shall not have any responsibility or liability whatsoever for any property loss, damage, personal injury, or death, in connection with the Prize provided pursuant to the Sweepstakes and/or any Entrant's participation in the Sweepstakes.

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<sup>1</sup>2023 Toyota 4Runner TRD Pro to be awarded to one (1) Winner. The depiction of the Vehicle in any advertising or promotional materials may not reflect the actual Vehicle delivered to the Winner. Sponsor and/or TMS will determine all features of Vehicle, including, but not limited to, color of exterior and interior. Winner must be a 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 (or an alternate Winner shall be selected, if applicable, and the original Winner's rights to the Vehicle shall be automatically forfeited). Winner is responsible for title, applicable taxes, license, registration, dealer preparation costs, auto insurance and other fees associated with receipt and/or use of the Vehicle. The Sweepstakes Entities shall not have any responsibility or liability whatsoever for any property loss, damage, personal injury, or death, in connection with the Vehicle provided pursuant to the Sweepstakes and/or any person's participation in the Sweepstakes; 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 Vehicle. Vehicle will be delivered to the Winner's residence on a mutually agreed upon date and time. Neither Sponsor nor TMS shall be responsible for delays in delivery of the Vehicle, and delivery is subject to availability. Sponsor and/or TMS shall, however, use all reasonable efforts, subject to availability, to deliver the Vehicle within one hundred eighty (180) days of completion of Winner's verification process. Winner shall bear all risk of loss or damage to the Vehicle after it has been delivered to the specified delivery site. Vehicle MSRP = \$52,920.00. Vehicle is non-transferable and no substitution or cash equivalent is allowed except as provided herein at Sponsor's and/or TMS' discretion. Sponsor and/or TMS reserve the right to substitute the Vehicle for one of comparable or greater value, at their sole discretion.

<sup>2</sup>Decked Custom Drawer System will not fit inside an SUV.

**WINNER DETERMINATION, RANDOM DRAWING:** The potential Winner will be selected in a random drawing conducted by Sweepstakes Administrator, an independent agent of the Sponsor whose decisions are final, on or about **Friday, December 16, 2022** from among all eligible Entries received during the Sweepstakes Period.

**WINNER NOTIFICATION & VERIFICATION:** The potential Winner will be notified by the Sweepstakes Administrator via email and/or phone and will be required to return to Sweepstakes Administrator within seven (7) days of Prize notification, a signed and notarized Affidavit of Eligibility, a Liability Waiver, an IRS W-9 Form and where allowable, a Publicity Release, as well as a signed and notarized Affidavit of Eligibility and Liability/Publicity Release for receipt of the Vehicle (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 in a separate random drawing.

PARTICIPATION IN THIS SWEEPSTAKES AND THE RECEIPT AND/OR USE OF PRIZE OFFERED OR ANY ELEMENT OF PRIZE OFFERED IS AT WINNER'S OWN RISK.

**PRIZE CONDITIONS:** If Winner fails to comply with these Official Rules, cannot be located or reached, has provided an incorrect e-mail, phone number or mailing address, is determined to be ineligible, fails to claim the Prize, or if any Prize notification or any element of Prize is returned as undeliverable, Winner will forfeit Prize and an alternate Winner may be selected without further notice. 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).

The Prize is not redeemable for cash, assignable, transferable and may not be substituted except at Sponsor's sole discretion. Any other incidental expenses on prize not specified herein are the winner's sole responsibility. Any element of awarded Prize that remains unclaimed or expires will become void.

Marathon Gas Gift Cards are not redeemable for cash and will not be replaced if lost or stolen. Gift card usage is subject to the issuing company's complete terms and conditions, including expiration dates.

Winner is responsible for all federal, state, local and income taxes associated with 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 any element of Prize constitutes permission for Sponsor, TMS and the Sweepstakes Entities to use Winner's name, element of Prize won, address, photograph, testimonial or other likeness and/or Prize information or personal exposition (and/or any edited position thereof) video tape, 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 the Sweepstakes Entities, other than as otherwise stated herein. Winner acknowledges that the Sweepstakes Entities 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). Any and all warranties and/or guarantees on any element of Prize (if any) is subject to the manufacturer's terms thereof, and Winner agrees to look solely to such manufacturer for any warranty and/or guarantee.

**GENERAL:** Entrants agree to these Official Rules and the decisions of the Sponsor and the Administrator, and release TMS, Sweepstakes Entities and their respective parents, subsidiaries, and affiliates, and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors and agents of each (collectively, the "**Released Parties**"), from all claims and liability relating to their participation in the Sweepstakes, and the acceptance and use/misuse of any element 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. Released Parties are 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 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 any mass entries or entries generated by a script, macro or use of automated devices are void. The Sweepstakes Entities 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, Entrants (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 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, PANDEMICS, 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, INCLUDING THIRD PARTY PROVIDERS SUPPLYING ANY SERVICES OR COMPONENTS OF THE PRIZE TO WINNER, 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 in-person 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 Entrant's 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 Sweepstakes Winner's list. Personal information collected from Entrants is subject to the Sponsor's Privacy Policy, which can be found at <https://www.bassmaster.com/bass-llc-privacy-policy/>.

**OFFICIAL RULES REQUEST:** To request a copy of the Official Rules, see [www.bassmaster.com/ToyotaOutdoorSweepstakes](http://www.bassmaster.com/ToyotaOutdoorSweepstakes) or send a self-addressed, stamped envelope by December 16, 2022, to: **The 2022 Toyota Tackle the Outdoors Sweepstakes Official Rules Request**, PO Box 654, Social Circle, GA 30025-0654.

**WINNER CONFIRMATION REQUEST:** For a written confirmation of the Winner (available after December 16, 2022), send a stamped, self-addressed envelope (no later than January 17, 2023),

to: **The 2022 Toyota Tackle the Outdoors Sweepstakes** Winner Confirmation Request, PO Box 654, Social Circle, GA 30025-0654.

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