1. **ELIGIBILITY:** NO PURCHASE NECESSARY TO ENTER OR CLAIM PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Open to legal residents of the 50 United States and District of Columbia (excluding Hawaii) (“US”) and Canada (excluding Quebec) who are 21 years of age or older at time of entry. Employees of Bass Pro Intellectual Property, L.L.C., a Missouri Limited Liability Company; Bass Pro Shops Canada (Calgary), Inc., a Canadian corporation; and Bass Pro Shops Canada, Inc., an Ontario corporation (the “Sponsors”), Toyota Motor Sales, U.S.A., Inc. (“TMS”), Arctic Cat Inc., their respective subsidiaries, agencies, affiliates 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 such individuals are not eligible. Void in Hawaii, Quebec and where prohibited.

2. **PROMOTION DESCRIPTION:** The “Countdown to Christmas 2015” Sweepstakes runs from 12/11/15 through 12/24/15. You may enter in-store and online for chances to win. There will be two weekly drawings in the US, each awarding a Grand Prize Toyota as described in Section 4. There will be one drawing in Canada, at the end of the promotion, awarding a Grand Prize Arctic Cat as described in Section 5.

3. **HOW TO ENTER:** You may enter two ways:

   **In-Store:** Entry forms are available at participating Bass Pro Shops locations. To enter, complete an official entry form or hand print your name, complete address, daytime phone number, email address and date of birth on a 3”x5” piece of paper and deposit it in an official ballot box at one of the participating Bass Pro Shops locations by close of business on 12/24/15.

   **Online:** Visit [www.basspro.com/countdown](http://www.basspro.com/countdown) (“Web Site”) by 11:59 pm ET on 12/24/14. Complete the entry form and submit as directed. Entries must be received by Web Site’s server at 11:59 pm ET on 12/24/15. Web Site’s server is the official clock for this promotion.

   LIMIT ONE ENTRY PER PERSON, PER METHOD. No mechanical reproductions permitted. Non-winning entries will be retained and included in subsequent drawings.

4. **US DRAWINGS/PRIZES/ODDS OF WINNING:**

   On or about 12/19/15, a random drawing will be conducted by Promotion Mechanics, Inc. (“PMI”), an independent judging organization, to select one participating US store (online US entries will be grouped together to represent one “online” store). The store that is selected in the drawing will then conduct a random drawing that day, from among all eligible entries received at that particular store (if the “online” store is selected, then PMI will conduct a random on or about 12/21/15 drawing from among all eligible online entries received).

   On or about 12/26/15, a random drawing will be conducted by PMI to select one participating US store (online US entries will be grouped together to represent one “online” store). The store that is selected in the drawing will then conduct a random drawing that day, from among all eligible entries received at that particular store (if the “online” store is selected, then PMI will conduct a random drawing on or about 12/28/15 from among all eligible online entries received).

   Each drawing will award the following prize:
   (1) Grand Prize: a 2016 Toyota Tacoma TRD Sport valued at approximately US$35,000.

   Winners will be notified by mail and/or telephone at Sponsor’s sole discretion. Odds of winning will be determined by the number of eligible entries received for each drawing.

5. **CANADA DRAWING/PRIZE/ODDS OF WINNING:**

   On or about 12/26/15, a random drawing will be conducted by PMI to select one participating Canada store (online Canada entries will be grouped together to represent one “online” store). The store that is selected in the drawing will then conduct a random drawing that day, from among all eligible entries received at that
The drawing will award the following prize:

(1) Grand Prize: a 2016 Arctic Cat TRV 700 EPS Special Edition valued at approximately CDN$13,299.

Winner will be notified by mail and/or telephone at Sponsor’s sole discretion. Canadian residents, in order to win, must first correctly answer a mathematical skill testing question. Odds of winning will be determined by the number of eligible entries received for each drawing.

6. GENERAL: The depiction of the prizes in any advertising, promotional materials or displays may not reflect the actual vehicle winner will have to retrieve. TMS, Arctic Cat Inc. and/or Sponsors will determine all features of prizes including, but not limited to, color of exterior and interior, and all other features of upgrades will be allowed only if permitted by delivery dealer and paid for by winner. Each US Grand Prize 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 and otherwise meet all eligibility requirements contained in these Official Rules. Winners are 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 prize. Neither Sponsors nor TMS nor Arctic Cat Inc. shall 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 person’s participation in the Sweepstakes; provided, however, that TMS or Arctic Cat Inc. shall be solely responsible for any express written limited warranties specifically set forth in the applicable Owner’s Guide for the prize. US Grand Prize winners must take delivery of automobile from the automobile dealership designated by TMS. Neither Sponsors nor TMS shall be responsible for delays in delivery of the prize automobile, and delivery is subject to availability. Sponsors and TMS, however, shall use all reasonable efforts, subject to availability, to deliver the Grand Prize automobile to the TMS-designated delivery dealer within one hundred and eight (180) days of completion of verification process. US Grand Prize Winners must personally retrieve the Grand Prize automobile within thirty (30) days of written notification of delivery or he/she will lose his right to claim the Grand Prize automobile. US Grand Prize Winners may also be requested to complete additional forms as requested by TMS in order to claim prize. Prizes are non-transferable and no substitution or cash redemption will be permitted unless Sponsors, in their sole discretion, determine otherwise. Sponsors reserve the right to substitute a prize (or portion thereof) with one of comparable or greater value, at their sole discretion.

Taxes on prizes and expenses related to acceptance and use of prizes not specified are the sole responsibility of winners. By participating, entrants agree (a) to these rules and decisions of judges which shall be final in all respects; (b) to release and hold harmless Sponsors, TMS, Arctic Cat Inc., 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, 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 Sponsors and their respective agents have not made any representation, warranty or guaranty, in whole or in part, in law or in fact, relative to the prize. Winners will be required to complete an Affidavit or Declaration of Eligibility and Liability Release and (where legal) a Publicity Release, which must be returned within the time period specified by Sponsors or an alternate winner may be selected. Return of any prize/prize notification as undeliverable may result in disqualification of winner and selection of an alternate winner. 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. Sponsors reserve the right in their sole discretion to cancel or suspend the sweepstakes or any portion thereof should any causes corrupt the administration, security or proper play of the promotion; in which case, prize 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 WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVES THE RIGHT TO SEEK DAMAGES
FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. In no event will Sponsors, their respective subsidiaries, affiliates and agencies, and their respective directors, officers, employees, agents and representatives be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential or punitive damages arising out of your access to and use of the internet site www.basspro.com/countdown or other sites promoting the sweepstakes 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 Web Site. Entries become the property of Sponsors. No prize transfer. No prize substitution except at Sponsors’ sole discretion.

7. 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 will 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.

8. WINNERS LIST: For a list of winners, mail a self-addressed, stamped envelope to be received by 1/15/16 to: Bass Pro Shops “Countdown to Christmas 2015” Sweepstakes Online & Grand Prize Winners, PMI Station, P.O. Box 750, Southbury, CT 06488-0750.

Sponsors:
Bass Pro Intellectual Property, L.L.C., a Missouri Limited Liability Company, 2500 E. Kearney, Springfield, MO 65898, USA.
Bass Pro Shops Canada (Calgary), Inc., a Canadian corporation, 2500 E. Kearney, Springfield, MO 65898, USA.
Bass Pro Shops Canada, Inc., an Ontario corporation, 2500 E. Kearney, Springfield, MO 65898, USA.
Administrator: Promotion Mechanics, Inc., 87 South Main Street, Newtown, CT 06470, USA.