

# U.S. Open National Bass Fishing Amateur Championships Promotion

## Official Rules

**NO PURCHASE OR TEXT MESSAGE REQUIRED TO ENTER OR WIN. EACH TEXT MESSAGE SENT OR RECEIVED MAY INCUR A CHARGE AS PROVIDED IN YOUR RATE PLAN. MESSAGE AND DATA RATES MAY APPLY. IF YOU REQUEST THE PROMOTIONAL URL BY TEXTING BPSOPEN TO 26739, YOU AGREE THAT YOU ARE PROVIDING SPONSOR AND ADMINISTRATOR EXPRESS, WRITTEN CONSENT FOR YOU TO RECEIVE UP TO 2 TEXT MESSAGES USING AUTOMATED TECHNOLOGY IN RESPONSE TO YOUR REQUEST. TEXT MESSAGING MAY NOT BE AVAILABLE THROUGH ALL WIRELESS CARRIERS. CONSENT IS NOT REQUIRED TO BUY GOODS AND SERVICES.**

- 1. Eligibility:** The U.S. Open National Bass Fishing Amateur Championships Promotion (the "Sweepstakes") is open only to legal residents of the 50 United States and District of Columbia **EXCEPT ALASKA AND HAWAII** who are 18 years of age or older at the time of entry. Employees and non-employee workers of The Coca-Cola Company, Coca-Cola bottlers, Merkle Inc., Bass Pro Outdoor World, L.L.C., Cabela's Wholesale, L.L.C., Capital One Bank (USA), N.A., and their respective parent companies, subsidiaries, agencies, affiliates, dealers, and those prize providers and agencies that are involved in the development or execution of this Sweepstakes or any of its materials, and the immediate family (spouse, parents, siblings, children and their spouses and in-laws) and household members of each such person are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void in AK and HI and where prohibited by law.
- 2. Sponsor:** The Coca-Cola Company, One Coca-Cola Plaza, Atlanta, GA 30313.  
**Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.
- 3. Agreement to Official Rules:** By participating in the Sweepstakes, entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor and Administrator, which are final and binding in all matters related to the Sweepstakes.
- 4. Promotion Period:** The Sweepstakes begins at 12:00 a.m. Eastern Time ("ET"), September 4, 2021 and ends at 11:59 p.m. ET, September 30, 2021 (the "Promotion Period"). Administrator's computer is the official time-keeping device for this Sweepstakes.
- 5. How to Enter:** During the Promotion Period, visit <http://www.cokeplaytowin.com/bpsopen/> or text BPSOPEN to 26739 to receive the Promotional URL\*\*. Next, follow the links and instructions to complete and submit the registration form, including providing a valid email address. You automatically will receive 1 entry into the Sweepstakes.

\*\*If you optionally request the Promotional URL by texting BPSOPEN to 26739, you agree that you are providing Sponsor and Administrator express, written consent for you to receive **up to 2 text messages using automated technology in response to your request. Message and data rates apply. Consent is not required to buy goods and services. If you wish to opt out, text STOP to 26739. Text HELP to 26739 if you would like more information.**

Entrants should consult their wireless service provider's pricing plan for details. You agree to incur any and all charges demanded by your wireless carrier. The 2-way text-messaging-capable device ("Device") that is used must be capable of sending and

receiving text messages. Entrants should check their Device's features to see if they have that capability and check the Device manual for specific use instructions. Entry via text messaging may be limited and may not be available through all wireless carriers or on all handsets. Supported carriers include AT&T™, T-Mobile, Verizon Wireless, UScellular, Sprint, Boost Mobile, Alltel, Cincinnati Bell, Cricket, and Metro PCS. **Your participation in the Sweepstakes is subject to the Sponsor's Privacy Policy, which can be viewed by visiting <https://us.coca-cola.com/privacy-policy/>, as well as the Administrator's Mobile Terms and Conditions, which can be viewed by visiting <http://www.helloworld.com/terms>.**

**Limit:** 1 entry per person per day during the Promotion Period. Multiple entrants are not permitted to share the same email address or Device. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, Devices, registrations or logins, or any other methods will void that entrant's entries and that entrant may be disqualified from the Sweepstakes. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, sweepstakes entry services) will void all entries by that entrant. In the event of a dispute as to any mailed-in entry, the authorized account holder of the email address used to enter will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being an authorized account holder.

**6. Drawing:** Administrator is an independent judging organization whose decisions as to the selection of the potential winners are final and binding. On or about October 1, 2021, Administrator will select the names of the potential winners in a random drawing of all eligible entries received during the Promotion Period. The odds of winning a prize depend on the number of eligible entries received during the Promotion Period

**7. Requirements of Potential Winners:** Potential winners must continue to comply with the Official Rules. Winning is contingent upon fulfilling all requirements. Each potential Grand, First and Second Prize winner will be required to sign and return to Administrator, within 3 days of the date notice or attempted notice is sent, a Declaration of Compliance, Liability & Publicity Release (except where prohibited) in order to claim his/her prize and to fulfill any such other requirements as determined by Administrator. The potential Third Prize winner will be required to provide the Administrator a mailing address (no P.O. Boxes) for prize fulfillment purposes within 3 days of the date notice or attempted notice is sent, in order to claim his/her prize and to fulfill any such other requirements as determined by Administrator. If any potential winner fails to provide a Declaration of Compliance, Liability & Publicity Release or provide any other requested information within the required time period (as applicable), he/she may be disqualified and forfeit the applicable prize. In the event that any potential winner cannot be contacted, fails to complete the Declaration or provide any additional information in the required time frame, forfeits the prize, or is disqualified for any reason, Administrator will select an alternate potential winner in a random drawing from among all remaining eligible entries, up to 3 alternates. If the alternate potential winners are disqualified, the applicable prize will not be awarded.

**8. Prizes:**

**1 GRAND PRIZE:** Winner's choice between (a) 1 2022 TRACKER Pro Team 175 TXW® with 60 ELPT FourStroke Mercury® boat and trailer, including \$375 dealer preparation costs and up to \$825 in freight costs. Freight costs will vary by delivery location. All prize details determined by Sponsor in its sole discretion. Approximate Retail Value ("ARV"): \$23,195; **OR** (b) a check for \$13,197 payable to winner. ARV: \$13,197.

Boat/Trailer Option: Winner is solely responsible for any license, title and registration fees, insurance, and taxes and fees, including, but not limited to, sales tax, associated with prize. Winner must take delivery of boat and trailer at a specific time and location at a dealership designated by Sponsor. Winner is responsible for any State-required documentation needed to take ownership of any boat and/or trailer, including proof of license and insurance at time of delivery. If winner fails to comply with the delivery conditions, prize will be forfeited. Additional boat and/or trailer features or upgrades will be allowed only if permitted by delivery dealer and paid for by winner.

Winner will be contacted about prize fulfillment by Bass Pro Shops or its agent approximately 4-5 weeks after winner confirmation is complete.

Check Option: Prize will be fulfilled approximately 8 to 10 weeks after winner confirmation is complete.

10 FIRST PRIZES: A \$5,000 Bass Pro Gift Card, terms and conditions apply. ARV: \$5,000.

This Gift Card is redeemable for merchandise, food and beverages only at Bass Pro Shops and Cabela's stores, restaurants, or catalogs; online at [basspro.com](http://basspro.com), [cabelas.com](http://cabelas.com), or [bigcedar.com](http://bigcedar.com); or at Bass Pro resorts (Big Cypress, Big Cedar, Top of the Rock or Buffalo Ridge). Except as required by law, this Card is not redeemable or exchangeable for cash, check, or credit. This Card is not a credit or debit card and is not reloadable. This Card does not expire and is valid until redeemed. The Card issuer is BPIP, LLC. All rights reserved. Purchase or use of this card constitutes acceptance of the Bass Pro Shops Gift Card Terms & Conditions, found at [www.basspro.com/giftcardterms](http://www.basspro.com/giftcardterms), including binding arbitration and your waiver of rights to participate in a class action against Bass Pro Shops.

First Prizes will be fulfilled approximately 8 to 10 weeks after winner confirmation is complete.

1 SECOND PRIZE: Winner's choice between (a) a Championship Event Experience trip package for winner and up to 3 guests for November 19-22, 2021 to the Bass Pro Shops U.S. Open Championship in Table Rock Lake, Missouri ("Trip Package"). Trip Package consists of \$2,000 in prepaid cards for round trip air transportation (terms and conditions apply); 3 nights' accommodations at Sponsor's choice of hotel (2 rooms, each double occupancy); 4 passes to all Bass Pro Shops U.S. Open Championship events (all details to be determined by Sponsor in its sole discretion; passes valid November 19-22, 2021); a \$100 Fun Mountain gift card (terms and conditions apply); a \$200 Cedar Creek Spa gift card (terms and conditions apply); 4 tickets to Wonders of Wildlife (terms and conditions apply); and dinner for 4 at the Osage Restaurant at Top of the Rock, awarded as a \$250 gift card (all details determined by Sponsor in its sole discretion) ARV: \$5,235; OR (b) \$2,000 in prepaid cards (terms and conditions apply). ARV: \$2,000.

Trip Package Option: **An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. By accepting the Trip Package, winner and winner's guests voluntarily assume all risks related to exposure to COVID-19.**

By accepting and using the Trip Package, winner and winner's guests agree to abide by any terms, conditions and restrictions provided by airlines, hotel, Sponsor, the U.S. Open Championships, tickets and any venue and to fully comply with all federal, state, local and venue COVID-19-related guidelines, regulations and mandates. Winner's or winner's guests' failure to do so may result in forfeiture of the Trip Package and/or any of its components.

Sponsor is not responsible if any scheduled event is delayed, postponed or cancelled for any reason and winner may not be reimbursed for tickets. Tickets may be subject to issuer's standard rain-check policies and procedures. All expenses, travel, and other costs not expressly stated in the Trip Package description above are the sole responsibility of winner. If winner is a minor (as determined by his/her state of residence), winner's guest must be winner's parent/legal guardian. If winner's guest is a minor (as determined by his/her state of residence), winner must be minor's parent/legal guardian and must complete required paperwork on behalf of minor, as applicable. Travel companions must execute liability/publicity releases prior to issuance of prize documents. Restrictions, conditions and limitations may apply. Lost, mutilated, or stolen tickets, gift cards, prepaid cards, vouchers or certificates will not be replaced. Sponsor is not responsible if winner does not use ticket on day of event. .

Your use of the prepaid card is governed by the Cardholder Agreement, and some fees may apply. This is not a gift card. Please note that prepaid cards are subject to expiration, so play close attention to the expiration date of the card.

Winner will be contacted about prize fulfillment by Sponsor or its agent approximately 1 week after winner confirmation is complete. Passes, gift cards, and tickets will be fulfilled to winner upon arrival at hotel. Prepaid card will be fulfilled approximately 8 to 10 weeks after winner confirmation is complete.

Prepaid Card Option: Your use of the prepaid card is governed by the Cardholder Agreement, and some fees may apply. This is not a gift card. Please note that prepaid cards are subject to expiration, so play close attention to the expiration date of the card. Prepaid card(s) will be fulfilled approximately 8 to 10 weeks after winner confirmation is complete.

10 THIRD PRIZES: Fishing equipment, awarded as a \$500 Bass Pro Gift Card, terms and conditions apply. ARV: \$500.

This Gift Card is redeemable for merchandise, food and beverages only at Bass Pro Shops and Cabela's stores, restaurants, or catalogs; online at [basspro.com](http://basspro.com), [cabelas.com](http://cabelas.com), or [bigcedar.com](http://bigcedar.com); or at Bass Pro resorts (Big Cypress, Big Cedar, Top of the Rock or Buffalo Ridge). Except as required by law, this Card is not redeemable or exchangeable for cash, check, or credit. This Card is not a credit or debit card and is not reloadable. This Card does not expire and is valid until redeemed. The Card issuer is BPIP, LLC. All rights reserved. Purchase or use of this card constitutes acceptance of the Bass Pro Shops Gift Card Terms & Conditions, found at [www.basspro.com/giftcardterms](http://www.basspro.com/giftcardterms), including binding arbitration and your waiver of rights to participate in a class action against Bass Pro Shops.

Third Prizes will be fulfilled approximately 8 to 10 weeks after winner confirmation is complete.

For All Prizes: No substitution, exchange or transfer of prize by any winner. Sponsor reserves the right to substitute any prize or prize component for one of equal or greater value. Each winner is responsible for all taxes and fees associated with prize receipt and/or use. Limit: 1 prize per person. Total ARV of all prizes: up to \$83,430.

9. **Publicity:** Except where prohibited, participation in the Sweepstakes constitutes entrant's consent for Sponsor and its designees to use entrant's name, likeness, prize information, city and state of residence video, voice, any comments, testimonials or other feedback related to prize or Sweepstakes experience, whether written or oral, for promotional purposes in any media without further consideration.

- 10. General Conditions:** In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but, not limited to, fraud, outbreak of widespread illness, pandemic, or other similar occurrence, civil unrest, virus or other technical problem, the Sponsor may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) cancel the Sweepstakes and award the prizes in a random drawing from among all eligible entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion, or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- 11. Release and Limitations of Liability:** Except where prohibited, by participating in the Sweepstakes or using any prize, entrants and each winner's guest ("Releasing Parties") agree to release and hold harmless The Coca-Cola Company, Coca-Cola bottlers, Merkle Inc., Bass Pro, LLC, Cabela's LLC, White River Marine Group, LLC, Big Cedar, L.L.C., Capital One Bank (USA), N.A., and their respective parents, subsidiaries, affiliates, promotional partners, prize partners, agents and agencies, dealers, and the officers, directors and employees of them (the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, printers or telephone or network lines; (c) printing errors or human error; (d) errors in the administration of the Sweepstakes or the processing of entries; (e) late, lost, or undeliverable mail; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use of any prize, including travel or attending an event. Releasing Parties further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes and in no event shall the Released Parties be liable for attorney's fees. Releasing Parties waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. If, for any reason, an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Sweepstakes entry, if it is possible. If the Sweepstakes, or any part of it, is discontinued for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any prize offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth herein to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.
- 12. Dispute Resolution:** Releasing Parties agree that any claim or dispute at law or equity that has arisen or may arise relating in any way to or arising out of the Sweepstakes, the Official Rules, or the Sponsor's and/or Administrator's Privacy Policy (including Mobile Terms and Conditions) will be resolved in accordance with the provisions set forth in this Dispute Resolution section. Please read this section carefully. It affects your rights and will have a substantial impact on how claims you and we have against each other are resolved.

You agree that whenever you have a disagreement with Administrator, Sponsor, Bass Pro, LLC, Cabela's LLC, White River Marine Group, LLC, or Big Cedar, L.L.C. arising out of, connected to, or in any way related to the Sweepstakes, the Official Rules, or the Sponsor's

and/or Administrator's Privacy Policy (including Mobile Terms and Conditions), you will send a written notice to the Administrator ("Demand"). You agree that the requirements of this Dispute Resolution section will apply even to disagreements that may have arisen before you accepted these Official Rules or the Sponsor's and/or Administrator's Privacy Policy (including Mobile Terms and Conditions). You must send the Demand to the following address (the "Notice Address"): Legal Department, Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075. You agree that you will not take any legal action, including filing a lawsuit or demanding arbitration, until 10 business days after you send a Demand. If the disagreement stated in the Demand is not resolved to your satisfaction within 10 business days after it is received, and you intend on taking legal action, you agree that you will file a demand for arbitration with the American Arbitration Association (the "Arbitrator"). This arbitration provision limits the ability of you, Administrator, Sponsor, Bass Pro, LLC, Cabela's LLC, White River Marine Group, LLC, and Big Cedar, L.L.C. to litigate claims in court and you, Administrator, Sponsor, Bass Pro, LLC, Cabela's LLC, White River Marine Group, LLC, and Big Cedar, L.L.C. each agree to waive your respective rights to a jury trial or a state or federal judge. You agree that you will not file any lawsuit against Administrator, Sponsor, Bass Pro, LLC, Cabela's LLC, White River Marine Group, LLC, or Big Cedar, L.L.C. in any state or federal court. You agree that if you do sue in state or federal court, and Administrator, Sponsor, Bass Pro, LLC, Cabela's LLC, White River Marine Group, LLC, or Big Cedar, L.L.C. brings a successful motion to compel arbitration, you must pay all fees and costs incurred by Administrator, Sponsor, Bass Pro, LLC, Cabela's LLC, White River Marine Group, LLC, and Big Cedar, L.L.C. in court, including reasonable attorney's fees. For any such filing of a demand for arbitration, you must effect proper service under the rules of the Arbitrator and notice to the Notice Address may not be sufficient. If, for any reason, the American Arbitration Association is unable to conduct the arbitration, you may file your case with any national arbitration company. The Arbitrator shall apply the AAA Consumer Arbitration Rules effective September 1, 2014 (and as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution section. You agree that the Arbitrator will have sole and exclusive jurisdiction over any dispute you have with Administrator, Sponsor, Bass Pro, LLC, Cabela's LLC, White River Marine Group, LLC, or Big Cedar, L.L.C. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate. The place of arbitration shall be Oakland County, Michigan.

You agree that you will not file a class action or collective action against Administrator, Sponsor, Bass Pro, LLC, Cabela's LLC, White River Marine Group, LLC, or Big Cedar, L.L.C., and that you will not participate in a class action or collective action against them. You agree that you will not join your claims to those of any other person. Notwithstanding any other provision in the Official Rules, or the Sponsor's and/or Administrator's Privacy Policy (including Mobile Terms and Conditions), if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into, and any arbitration dispute at that time will be dismissed without prejudice and may be refiled in a court. Under no circumstances do you, Administrator, Sponsor, Bass Pro, LLC, Cabela's LLC, White River Marine Group, LLC, or Big Cedar, L.L.C. agree to class or collective procedures in arbitration or the joinder of claims in arbitration. Administrator, Sponsor, Bass Pro, LLC, Cabela's LLC, White River Marine Group, LLC, and Big Cedar, L.L.C. agree that we will submit all disputes with you to arbitration before the Arbitrator.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant, Administrator, and Sponsor in connection with the Sweepstakes, or any claim or dispute that has arisen or may arise between you, Administrator, Sponsor, Bass Pro, LLC, Cabela's LLC, White River Marine Group, LLC, and Big Cedar, L.L.C. shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules.

This arbitration provision shall survive conclusion, modification or termination of the Sweepstakes and suspension, revocation, closure, modification, or amendments to the Official Rules, the Administrator's Mobile Terms and Conditions, and any aspect of the relationship of the parties relating to or arising from participation in the Sweepstakes.

13. **Winner List:** For a winner list, visit <https://bit.ly/3CXW5LE>. The winner list will be posted after winner confirmation is complete.
14. **Entrant's Personal Information:** Information collected from entrants is subject to Sponsor's Privacy Policy <https://us.coca-cola.com/privacy-policy/>.