

**INTERNAL USE ONLY**

**US Sweepstakes & Fulfillment Company**

**“Your Best Bass” Presented by Whataburger Contest (2022)**

**FINAL: 4/13/22**

**“YOUR BEST BASS” PRESENTED BY WHATABURGER CONTEST  
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.**

By participating in the **“Your Best Bass” Presented By Whataburger Contest** (the “Contest”), each participant (“Entrant”) unconditionally accepts and agrees to comply with and abide by these Official Rules (“Official Rules”) and the decisions of B.A.S.S., LLC (the “Sponsor”) and US Sweepstakes & Fulfillment Co. (the “Administrator”), which shall be final and binding in all respects.

**ELIGIBILITY:** The Contest is open to legal residents of the 50 United States, including the District of Columbia, who are age 18 (19 in Alabama or Nebraska; 21 in Mississippi) or older at the time of entry. Void in Puerto Rico, Guam, the U.S. Virgin Islands, outside the U.S., and wherever else prohibited by law. Employees of the Sponsor, Administrator, and Whatabrands LLC (“Whataburger”) (collectively, the “Contest Entities”) 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. Professional photographers are not eligible to enter. Contest is subject to all applicable federal, state and local laws and regulations.

**TIMING:** The Contest Period begins at 12:00:01 AM Eastern Time (“ET”) on Friday, April 15, 2022 and ends at 11:59:59 PM ET on Thursday, September 15, 2022 (the “Contest Period”). Within the Contest Period, there will be twelve (12) Entry Periods (each, an “Entry Period”) as defined in the chart below. Entries must be received during an Entry Period to be eligible for that Entry Period’s prize. Non-winning Entries will NOT roll over to subsequent Entry Periods. The Sponsor’s computer is the official timekeeping device for this Contest.

<b>ENTRY PERIOD &amp; FINALIST DETERMINATION SCHEDULE</b>				
<b>Entry Period #</b>	<b>ENTRY PERIODS</b> All eligible entries must be received between:		<b>Finalist Determination:</b> On or about:	<b>Finalist Prizes and approximate retail value (ARV) available per Entry Period</b>  One (1) Finalist Prize winner will receive:
	<b>Entry Period Start:</b> 12:00:00 AM ET on:	<b>Entry Period End:</b> 11:59:59 PM ET on:		
1	4/15/22	4/21/22	4/22/22	One (1) Whataburger Hat, one (1) Tumbler and one (1) Striped Flag (ARV: \$100)
2	4/22/22	4/28/22	4/29/22	One (1) Whataburger Hat, one (1) Tumbler and one (1) Striped Flag (ARV: \$100)
3	4/29/22	5/12/22	5/13/22	One (1) LED Sign (ARV: \$100)
4	5/13/22	5/26/22	5/27/22	One (1) LED Sign (ARV: \$100)
5	5/27/22	6/9/22	6/10/22	One (1) Orange Boat Tote, one (1) Pool Tube and one (1) Whataburger Beach Blanket (ARV: \$100)
6	6/10/22	6/23/22	6/24/22	One (1) Orange Boat Tote, one (1) Pool Tube and one (1) Whataburger Beach Blanket (ARV: \$100)
7	6/24/22	7/7/22	7/8/22	One (1) Striped Flag, one (1) Cooler and one (1) Fanny Pack (ARV: \$100)
8	7/8/22	7/21/22	7/22/22	One (1) Striped Flag, one (1) Cooler and one (1) Fanny Pack (ARV: \$100)
9	7/22/22	8/3/22	8/4/22	One (1) Spicy Yeti Bundle, one (1) Tracker Sign and one (1) Spicy Blanket (ARV: \$100)
10	8/4/22	8/16/22	8/17/22	One (1) Spicy Yeti Bundle, one (1) Tracker Sign and one (1) Spicy Blanket (ARV: \$100)
11	8/17/22	9/1/22	9/2/22	One (1) Hat, one (1) Cooler and one (1) Beach Towel (ARV: \$100)
12	9/2/22	9/15/22	9/16/22	One (1) Hat, one (1) Cooler and one (1) Beach Towel (ARV: \$100)

**HOW TO ENTER THE CONTEST:** During the Contest Entry Period, submit a photo of your best bass catch (the “Photo”) through one of the two (2) methods below:

**Method #1: Instagram Entry.** Log in to your Instagram account, follow @bass\_nation and @whataburger on Instagram, upload and share your Photo to your public Instagram account, including the hashtag #YourBestBassContest and @bass\_nation in the photo caption (the “Instagram Entry”). Entrant’s Instagram settings must be public. Instagram Entries uploaded from “private” Instagram accounts will not be eligible. Instagram Entrants must follow and continue to follow @bass\_nation through at least October 31, 2022 in order to be notified in the event he/she is a potential winner. By submitting an Instagram Entry, Entrants agree to [Instagram’s Terms of Use](#).

**Method #2: Twitter Entry.** Log in to your Twitter account, follow @bassmaster and @whataburger on Twitter, upload and share your Photo to your public Twitter account, including the hashtag #YourBestBassContest in the photo caption (the “Twitter Entry”). Entrant’s Twitter settings must be public. Twitter Entries uploaded from “private” Twitter accounts will not be eligible. Twitter Entrants must follow and continue to follow @bassmaster through at least October 31, 2022 in order to be notified in the event he/she is a potential winner. By submitting a Twitter Entry, Entrants agree to [Twitter’s Terms of Service](#).

**This Contest is in no way sponsored, endorsed or administered by, or associated with, Instagram, Twitter or Facebook, Inc. IMPORTANT: MESSAGE AND DATA RATES MAY APPLY TO USE OF MOBILE PHONE/DEVICE IN CONJUNCTION WITH PARTICIPATION IN CONTEST (AS APPLICABLE).**

**Instagram Entry and Twitter Entry collectively referred to herein as “Entry” or “Entries”. There is a limit of one (1) Entry per person per Entry Period, regardless of the method of entry. Each Entry must include an original Photo. Entries submitted with a Photo that has already been submitted will be disqualified.** Sponsor is not responsible for lost, late, incomplete, illegible, garbled, inaccurate, invalid, misdirected, undelivered, or delayed Entries. No altered or incomplete submissions will be accepted.

Entries may be posted to Sponsor’s and Whataburger’s websites and social media sites. The Sponsor will review all submitted Entries prior to such Entries being published and reserves the right in its sole and absolute discretion to reject, disqualify and/or remove any Entry that violates these Official Rules without any notification or warning. Posting by the Sponsor or Whataburger does not indicate the Entry has complied with the Official Rules. Sponsor reserves the right to post sample Photos and Videos it has created in connection with the Contest. Sponsor does not guarantee the posting of any Entry.

**ENTRY REQUIREMENTS & CONDITIONS:** All Contest Entries must comply with the following minimum guidelines to be eligible:

- Photo must show a bass fish that entrant has caught.
- The bass fish should be the primary subject of the Photo. No other individuals may appear in the Photo, without express 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.
- Photos must conform to the format and size requirements and limitations of the Instagram and/or Twitter.
- Entry cannot contain content that is irrelevant to the purpose of the Contest.
- Once a Photo has been submitted, it cannot be modified or deleted by Entrant.

- Each submitted Photo must be original, on which no image editing software has been used.
- No duplicate Photos, or substantially similar Photos, as determined by the Sponsor's in its sole discretion, may be submitted.
- By submitting a Photo taken by a third party, Entrant warrants and represents that he/she has secured all rights and clearances to the Photo from the photographer.
- Entry cannot be profane, pornographic, sexually explicit or suggestive or contain nudity.
- Entry cannot be violent or promote firearms/weapons.
- Entry cannot promote alcohol, illegal drugs or tobacco.
- Entry cannot defame, misrepresent or contain disparaging remarks about people, brands, products or companies.
- Entry cannot contain content that defaces or depicts any person, brand, product or company in a negative or inappropriate manner.
- Entry cannot be obscene or offensive, endorse any form of hate or hate group or be derogatory to any ethnic, racial, gender, religious, professional or age group.
- Entry 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.
- Entry cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor, Whataburger, Instagram and Twitter wish to associate.
- Entry cannot depict illegal activity and cannot itself be in violation of any law.
- Entry cannot in any way reference persons or organizations without written permission from any person or organization whose name or likeness is used.
- Entry 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.
- Photos cannot have been submitted previously in a promotion of any kind or won any previous awards.

By submitting an Entry, the Entrant understands and grants to the Sponsor and Whataburger an irrevocable, perpetual, non-exclusive worldwide license to use his/her Entry, Photo, name, hometown and likeness on the Sponsor's and Whataburger's various websites and social media sites and in advertising and/or promotional activities worldwide without compensation, permission or notification. Sponsor and Whataburger reserve the right in their sole and absolute discretion to alter, change or modify any Entry and Photo.

By submitting an Entry, Entrant warrants and represents that: (a) Entry and Photo do 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) Entrant has obtained written permission from any person who may appear in the Photo; (c) Entrant 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 Entrant him/herself; and (d) Entrant will indemnify and hold harmless the Sponsor, Administrator, Whataburger 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, the Entry, or Entrant's conduct in creating the Entry, the acceptance or use of any prize or otherwise in connection with this Contest.

ENTRIES ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR OR WHATABURGER IN ANY MANNER.

**PRIZES/APPROXIMATE RETAIL VALUE (“ARV”):**

**Finalist Prizes:** There are twelve (12) Finalist Prizes available to be won; one (1) Finalist Prize per Entry Period as depicted in the “Entry Period & Finalist Determination Schedule” within the “Timing” section of these Official Rules. See the Entry Period & Finalist Determination Schedule for a listing of all Finalist Prizes available to be won, the dates each Finalist Prize is available to be won and the ARV of each Finalist Prize. Finalist Prizes and Finalist Prize schedule are subject to change.

**Grand Prize:** One (1) Grand Prize Winner will receive a prize package that includes the following:

- One (1) tumbler;
- One (1) cooler;
- One (1) fanny pack;
- One (1) beach blanket;
- One (1) tote;
- One (1) pool tube;
- One (1) sunshade;
- One (1) diner mug;
- One (1) decal pack;
- One (1) orange hat; and
- One (1) LED sign.

**The ARV of the Grand Prize is \$500.**

**The total ARV of all prizes to be awarded: \$1,700.** There is a limit of one (1) Finalist Prize per person.

**JUDGING & FINALIST DETERMINATION:** After each Entry Period, all eligible Entries received during the corresponding Entry Period will be judged by a panel of judges appointed by the Sponsor, who shall use the criteria set forth below:

- A. Visual Impact of Photo (50%)
- B. Photo Quality (50%)

The Entry that receives the highest total score based on the judging criteria will be deemed a potential finalist (each, a “Finalist”). In the unlikely event of a tie, the tied Entry with the highest score in Criteria A, Visual Impact of Photo, will be deemed the potential Finalist. If an additional tie breaker is needed, the tie-breaking mechanism above will be used; however, instead of the highest score in Criteria A determining the potential Finalist from among the tied entries, the highest score in Criteria B will determine the potential Finalist. In the event additional tiebreakers are needed, all tied Entries will be judged by a separate panel of judges using the judging criteria above.

**FINALIST NOTIFICATION AND VERIFICATION:** Potential Finalists will be notified on/around the Finalist Determination dates indicated in the “Entry Period & Finalist Determination Schedule” in the Timing section of these Official Rules. Each potential Finalist will be notified by the Sponsor via a direct message to his/her Instagram or Twitter account. Each potential Finalist must respond as instructed to the direct message from Sponsor with their full name, email address and shipping address within forty-eight (48) hours of notification. Noncompliance will result in disqualification and the Entrant with the next highest judging score

will be deemed a potential finalist. Finalist Prizes will be awarded within six (6) to eight (8) weeks of Finalist confirmation. If a prize notification or prize is returned as undeliverable, or if a finalist is found to be ineligible or not in compliance with these Official Rules that finalist will be disqualified, and the prize may be awarded to the entrant with the next highest judging score. If Sponsor is unable to determine and verify a potential finalist after repeated notifications 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).

**GRAND PRIZE WINNER DETERMINATION:** After the Contest Period has ended and all Finalists are determined and confirmed, the Finalist Entries will be re-judged by a second panel of judges appointed by the Sponsor, who shall use the criteria set forth below:

- A. Visual Impact of Photo (50%)
- B. Photo Quality (50%)

The Finalist Entry that receives the highest total score based on the judging criteria will be deemed the Grand Prize winner. In the unlikely event of a tie, the tied Finalist Entry with the highest score in Criteria A, Visual Impact of Photo, will be deemed the Grand Prize winner. If an additional tie breaker is needed, the tie-breaking mechanism above will be used; however, instead of the highest score in Criteria A determining the winner from among the tied entries, the highest score in Criteria B will determine the winner. In the event additional tiebreakers are needed, all tied Finalist Entries will be judged by a separate panel of judges using the judging criteria above. The Grand Prize will be awarded within approximately six (6) to eight (8) weeks after determination.

**PRIZE CONDITIONS:** If any notification or prize is returned as undeliverable, or if potential finalist or winner is found to be ineligible or not in compliance with these Official Rules he/she will be disqualified.

Prizes are 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.

Finalists and Grand Prize winner are responsible for all federal, state, local and income taxes associated with winning prize.

Except where prohibited by law, entry and acceptance of prize constitute permission to use Finalists/Winner's name, entry, Photo, 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.

By accepting a prize, you further agree to release the Contest Entities from any and all liability, loss or damage of any kind arising out of or in connection with your participation in this Contest or with respect to the awarding, receipt, possession, use and/or misuse of any prize.

Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winners acknowledge that the Contest Entities and all other businesses affiliated with this Contest 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).

**GENERAL:** Participating Entrants agree to these Official Rules and the decisions of the Administrator and the Sponsor, and release and hold the Contest Entities, Twitter, Meta Platforms Inc., and their affiliated companies, and all other businesses involved in this Contest, 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 Contest, and the acceptance and use/misuse of the prizes 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 Contest, acceptance, possession, or use/misuse of the prizes, 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 Contest or in the announcement of the prizes.

In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the "Authorized Account Holder" of Instagram or Twitter account submitted at time of entry. 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 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 Contest. By participating in the Contest, 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 Administrator, which are final and binding in all matters relating to the Contest. Failure to comply with these Official Rules may result in disqualification from the Contest.

Sponsor reserves the right to cancel, suspend and/or modify the Contest, 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 Contest, as determined by Sponsor. If, for any reason, the Contest cannot be run as planned, Sponsor may disqualify any suspect entries or individuals from the Contest and any promotion it sponsors and (a) suspend the Contest and modify the Contest to address the impairment, then resume the Contest in a manner that best conforms to the spirit of these Official Rules; and/or (b) cancel the Contest in its entirety.

THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS CONTEST 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 CONTEST, 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 CONTEST 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(S) TO WINNERS, OR FOR ANY RESULTING INJURIES, INCLUDING MONEY DAMAGES, COSTS AND EXPENSES, PROPERTY DAMAGES, PERSONAL INJURIES OR DEATH RESULTING THEREFROM.

In the event any participant engages or has engaged in behavior that (as determined by Sponsor in Sponsor's sole discretion) is obnoxious or threatening, illegal or that tends to annoy, abuse, threaten, disparage or harass any other person or company including the Contest Entities or is otherwise inappropriate, the Sponsor reserves the right to disqualify the entrant or finalist or winner and void any entries of said person.

**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 CONTEST, 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 Contest 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 CONTEST, 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 CONTEST, 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 Contest 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 Jefferson County, 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 Jefferson County, 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 Contest, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties, including Administrator, for the purpose of administering this Contest 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 Contest or on a Contest winner's list. Personal information collected from entrants are subject to the Sponsor's Privacy Policy, which can be found at <https://www.bassmaster.com/privacy-policy>.

**OFFICIAL RULES REQUEST:** To request a copy of the Official Rules, see <https://www.bassmaster.com/current-contest-yourbestbasscontest> or send a self-addressed, stamped envelope by October 31, 2022, to: **Your Best Bass Presented by Whataburger Contest Official Rules Request**, PO Box 654, Social Circle, GA 30025-0654.

**WINNER CONFIRMATION REQUEST:** For a written confirmation of the winners (available after October 31, 2022), send a stamped, self-addressed envelope (no later than December 1, 2022), to: **Your Best Bass Presented by Whataburger Contest 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.

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

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