

Academy Sports + Outdoors®

Magellan Outdoors x Whataburger Sweepstakes

OFFICIAL RULES

NO PURCHASE NECESSARY. PURCHASES DO NOT INCREASE ODDS OF WINNING. ODDS OF WINNING DEPEND ON NUMBER OF ELIGIBLE ENTRIES RECEIVED. VOID WHERE PROHIBITED.

1. Promotion and Sponsor(s): Participation in the Academy Sports + Outdoors Magellan Outdoors x Whataburger Sweepstakes Promotion (the "Promotion") constitutes Entrant's (as defined below) full and unconditional agreement to these Official Rules. Entrant is free to disclaim any prize and status as Entrant and as a result will not be eligible to receive any prize. The Promotion is sponsored and administered by Academy Ltd. d/b/a Academy Sports + Outdoors, 1800 North Mason Road, Katy, TX 77449 ("Sponsor"). All decisions related to, as well as all interpretation of, these Official Rules by Sponsor are final and binding. While this Promotion may be promoted via social media websites, such websites are not affiliated with Sponsor or this Promotion. This Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter, Instagram, Snapchat or any other site or medium that might host content where information about this Promotion is posted or published (collectively "Content Hosts"). Entrant is providing his/her information only to Sponsor and not to Content Hosts.

2. Promotion Period: The Promotion begins at **10:00am (Central time) on August 16, 2021** and ends at **11:59pm (Central time) on August 18, 2021** (the "Promotion Period"). Only entries submitted and received during the Promotion Period will be accepted. Sponsor is the official timekeeper of this promotion.

3. Eligibility: The Promotion is open only to legal residents of Alabama, Arkansas, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Mississippi, Missouri, North Carolina, Oklahoma, South Carolina, Tennessee, and Texas, age 18 or older. Employees of Sponsor, Whataburger Restaurants LLC, or their parent and affiliate companies and suppliers, as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. Eligibility is contingent upon agreement to, compliance with, and fulfillment of all requirements of these Official Rules. Participation in the Promotion in any way, including submission of any entry or the partial completion of any act of entry or any other steps taken to participate in the Promotion in any manner, constitutes full and unconditional agreement with all provisions of these Official Rules.

4. How to Enter: NO PURCHASE NECESSARY. PURCHASES DO NOT INCREASE ODDS OF WINNING. There is one (1) method of entry. By participating in the Promotion in any way you will become an "Entrant." Each Entrant who enters using the below method of entry will receive one (1) entry in the Promotion. Limit one (1) eligible entry per person.

Entry: During the Promotion Period, you will automatically become an Entrant and receive one (1) entry in the Promotion by:

- (a) Being an authorized account holder of an Instagram account;
- (b) Being a follower of or following
 - i. Whataburger on Instagram (Instagram.com/whataburger; @whataburger); during the Promotion Period;
 - ii. Magellan Outdoors on Instagram (Instagram.com/MagellanOutdoors); during the Promotion Period;

- (c) Finding the designated sweepstakes post (the "Post") as posted by the Magellan Outdoors Instagram Account during the Promotion Period; and
- (d) Posting a comment on the designated Post on Instagram by tagging three (3) of your friends and using the hashtag "#magellansweeps" during the Promotion Period.

Each entry must include "@whataburger", "@MagellanOutdoors" and the hashtag "#magellansweeps" and must tag three (3) friends to be eligible. Entries without "@ whataburger ", "@MagellanOutdoors" and "#magellansweeps" will be disqualified.

Entries must not depict the brand of any other company or contain any lewd, vulgar, indecent, defamatory, discriminatory, obscene, offensive or illegal conduct or material. Entries must not invade the rights of any other individual or entity, including, but not limited to, privacy, publicity and intellectual property rights. Entries must not contain any advertisements, "spam" content or references to other products, offers, or websites. Entries must not contain any email addresses, domain names or URL links, phone numbers, physical addresses or other forms of contact or personal information. Any entry that does not comply with these Official Rules will be deemed ineligible and may be deleted at the sole discretion of Sponsor.

Entries from accounts that are not designated "public" or that are not otherwise visible or searchable by Sponsor using standard social media tracking and monitoring tools will be disqualified. Entrant agrees that Promotion entries may be made available by Sponsor for viewing, rating, reviewing and commenting by the public. **By entering this Promotion, Entrant waives all privacy expectations that Entrant may have otherwise had with respect to any entry.**

5. Conditions of Entry: By entering or participating in this Promotion, Entrant agrees to be bound by these Official Rules and the decisions of Sponsor and its authorized representatives, which are final and binding in all matters concerning this Promotion. Entries not legitimately submitted in accordance with these Official Rules are void. Only qualified entries received by Sponsor during the Promotion Period are eligible for participation. All entries become the property of Sponsor and will not be acknowledged or returned.

Entrants may be required to provide the following personal information in order to be eligible for a Promotion prize: first, middle and last name, month, day and year of birth, email address, complete mailing address (including city, state or province, and zip or postal code) and phone number (including area code) (collectively or individually, "Personal Information"). All requested Personal Information must be provided to participate in the Promotion and to be eligible to win a prize. Unintelligible entries; entries with incomplete, invalid, incorrect or noncurrent information; entries that are counterfeit, damaged or tampered with in any way; and entries with printing, production or typographical errors will be disqualified. Disqualified entries and entries that are late, lost, damaged, misdirected, stolen or not delivered are not the responsibility of Sponsor and will be disqualified. Sponsor is not responsible if a potential winner does not receive his or her prize because erroneous, expired, canceled, fraudulent or fake information was provided during Promotion. Proof of sent entry and/or entry receipt (such as a copy of a "thank you" screen or message) does not constitute proof of actual receipt of entry by Sponsor for purposes of this Promotion.

Participation must be by Entrant. Participation by any other individual or entity, and/or originating at any other website, email address or phone number, including, but not limited to, commercial promotion, subscription notification and/or promotion entering service sites, is invalid and will be disqualified from this Promotion. Any attempt by any Entrant to obtain more than the stated number of entries by using multiple email addresses, phone numbers, identities, registrations or logins; entries through a sweepstakes club or similar entity; or any other unauthorized method of entry will void all of Entrant's entries and Entrant will be disqualified from the entire Promotion. Submitting mass entries or entries generated by an automated

program, script or macro, or the use of any other similar device, program or method to enter this Promotion is prohibited and will result in disqualification.

In the event of a dispute as to the identity of Entrant, the authorized account holder of the email address associated with the Instagram account used to enter will be deemed to be Entrant. A potential winner may be required to show proof of being the authorized account holder. The "authorized account holder" of an email address is the natural person assigned to that email address by a service provider or any other organization (business, educational institution, etc.) responsible for assigning accounts to that email address. If the identity of the individual who actually participated in the Promotion cannot be resolved to Sponsor's satisfaction, the affected individual's entry will be deemed ineligible.

Sponsor may, in its sole discretion, disqualify any individual it finds to be in violation of these Official Rules, tampering with the entry process or the operation of the Promotion (including, but not limited to, tampering with websites, email addresses or phone numbers), or acting in a non-sportsmanlike or disruptive manner. Any attempt to undermine the operation of the Promotion may be a violation of criminal and civil law, and Sponsor may seek damages to the fullest extent permitted by law from any person it finds to have made such an attempt.

6. Prize: There is one (1) Prize Kit available to be won by one (1) winner. The Prize Kit will consist of the two (2) items bulleted below. The Approximate Retail Value ("ARV") for the Prize Kit in total is \$1,000.00.

One (1) Prize Kit will be awarded to the winner. The Prize Kit for the winner will consist of:

- One (1) Whataburger prize pack (\$500 ARV)
- One (1) \$500 Academy Sports + Outdoors gift card

Actual value of prizes may vary. No compensation or substitution will be provided for any difference in prize value. Sponsor shall in no way be responsible for any cancellations, delays, postponements, diversions, substitutions, changes in service or accommodations, or any other act, omission, or result thereof, caused by any third party.

All prizes must be accepted as awarded without substitution and are not, in whole or in part, assignable, transferable or available for resale. Prizes have no cash surrender value, except where required by law. Sponsor has made no warranty, representation or guarantee, express or implied, in fact or in law, with respect to any prize. This includes, without limitation, any warranty, representation or guarantee related to any prize's quality or fitness for a particular purpose.

Prizes are subject to availability and Sponsor may substitute a prize (or a component thereof) with another prize (or component thereof) of equal or greater value if the prize is not available for any reason, as determined in Sponsor's sole discretion. Federal, state, and local taxes and all other costs and expenses associated with acceptance and use of any prize not specified herein as being awarded are the winner's sole responsibility. Prize specific terms and conditions apply. If a winner elects not to partake in any portion of the prize, any remainder of the prize that is unused will be forfeited and will not be subject to further or additional compensation.

Any prize details not specified above will be determined by Sponsor in its sole discretion. If a winner is disqualified, not eligible or for any other reason cannot accept the prize as stated, then Sponsor may randomly select a new winner from the pool of eligible Entrants. Winners will be required to submit, where legal, a completed and signed Affidavit of Eligibility and Liability & Publicity Release (the "Release"), along with a properly completed U.S. Department of the Treasury Internal Revenue Service Form W-9, within the required

time period to be eligible to receive any prize (if applicable; required time period will be communicated in the Release).

Only the number of each prize set forth in these Official Rules will be awarded. In the event that technical or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor may award only the stated number of prizes by a random drawing from among all legitimate, unawarded, eligible prize claims.

7. Winner Determination and Verification: The selection of a potential prize winner (the "Prize Drawing") is within the sole discretion of Sponsor. Within a reasonable time after the end of the Promotion Period, but in no instance later than August 31, 2021, the prize winner will be selected. The potential winner will be randomly drawn from the pool of all eligible entries received during the Promotion Period.

Potential winners are each subject to eligibility verification, on an ongoing basis, by Sponsor, whose decisions are final and binding. **An Entrant is not a winner of any prize, even if notified of being a winner and/or issued any item of value, unless and until Entrant's eligibility has been, and continues to be verified to the satisfaction of Sponsor.**

To be verified as eligible to receive a prize, each potential winner must fulfill all requirements and continue to comply with all terms and conditions of these Official Rules, and not be disqualified for any reason. Each potential winner will be notified via Instagram (subject to Sponsor's discretion). If a potential winner of any prize cannot be contacted using the information provided or fails to respond to Sponsor's attempt to notify them of selection within two (2) business days; if any prize or notification is returned as undeliverable or yields an error or undeliverable type "bounce back" email (regardless if the message is ultimately delivered to the recipient); if the potential winner fails to sign and return the Release or any other required documentation or fails to comply with these Official Rules; if a potential winner is unable or unwilling to accept the prize as stated; or if the potential winner cannot be verified as eligible for any other reason at any time before, during or after the Promotion Period, the potential winner is disqualified and forfeits the prize and an alternate will be selected.

In the event that an Entrant is disqualified for any reason, the foregoing process will be repeated until the prize is awarded or until three (3) attempts have been made to award the prize and each attempt has failed. Sponsor will identify each potential winner and verify the potential winner's eligibility. If unable to verify the potential winner's eligibility, Sponsor will select an alternative potential winner within a reasonable time thereafter.

In any case, the final winner(s) will be determined, and the prize will be awarded, within a reasonable time after the end of the Promotion Period. The name of the winner(s) may be obtained by printing the requestor's name, address, city, state and zip code on a 3x5" postcard and mailing it to Academy Sports + Outdoors, Attn: Magellan Outdoors X Whataburger Sweepstakes Winner List, 1800 North Mason Road, Katy, TX, 77449. Limit one (1) request per person, per household.

Odds of winning any prize depend on the number of eligible entries received.

8. Limitations of Liability: By entering or participating in this Promotion in any way, each Entrant, and winner agrees to release, discharge, indemnify and hold harmless Sponsor, Content Hosts, and their respective subsidiaries, affiliates, vendors, advertising or promotional agencies and distributors, and each of their respective parent companies and each such company's officers, directors, employees and agents, as well as the immediate family (spouse, parents, siblings and children) and household members of each such individual (collectively, the "Released Parties") from and against any claim or cause of action related to this Promotion, including, but not limited to, infringement of any right of publicity or intellectual property; threatened or actual

injury, loss or damage to any person, including death and disability; defamation or portrayal in a false light (intentional and unintentional); invasion of privacy; and damage to or loss of property, arising out of such Entrant's participation in the Promotion or receipt or use, non-use or misuse of any prize. In no event will Released Parties be responsible or liable for any damages or losses of any kind, including indirect, incidental, consequential or punitive damages arising out of this Promotion. (Some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties. Check local laws for restrictions regarding these limitations or exclusions.)

Entrants waive any right to claim ambiguity in these Official Rules. The Released Parties are not responsible for: (1) technical failures of any kind; (2) incorrect or inaccurate information, whether caused by Entrants, any internet or email service provider, any promotional or advertising agency, printing or computing errors, or by any of the equipment or programming associated with or utilized in the Promotion; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error that may occur in the administration of the Promotion, the processing of entries or the announcement of the winner(s) and prize(s); (5) any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, by Entrant's participation in the Promotion; (6) the receipt, use or misuse of any prize; or (7) any other errors in any materials, information or announcements associated with the Promotion. If for any reason an Entrant's entry is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted by Sponsor, Entrant's sole remedy is another entry in the Promotion, subject to availability and provided that the Promotion has not then expired.

9. Publicity and Entry Materials: Except where prohibited, participation in the Promotion and/or acceptance of any prize constitutes each Entrant's and the winner's consent to Sponsor's use of his or her name, likeness, photograph, voice, opinions, statements and/or hometown and state for promotional or advertising purposes in any media, worldwide and in perpetuity, without further notice, payment or consideration.

10. Right to Modify or Cancel: The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event any provision is found invalid or unenforceable, these Official Rules will otherwise remain in effect in accordance with their terms as if the invalid or unenforceable provision was never included. Sponsor's failure to enforce any term of these Official Rules does not constitute a waiver of that provision.

Sponsor may cancel, suspend and/or modify the Promotion, or any part of it, if any mistake, clerical or typographical error, omission, fraud, technical failure, tampering, computer virus or other factor, technical or otherwise, beyond Sponsor's reasonable control, impairs Sponsor's ability to properly conduct the Promotion, as determined by Sponsor in its sole discretion, subject to any applicable law or regulation. In such event, Sponsor may, but is not obligated to, award any applicable prize(s) by random drawing from among the eligible entries received up to the time of the cancellation, suspension or modification of the Promotion. Inclusion in such random drawing is Entrant's exclusive remedy under such circumstances.

11. Disputes: Except where prohibited by law, Entrant agrees that: (1) all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded will be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state court located in Harris County, Texas; and (2) all claims, judgments and awards will be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights or obligations of Entrant or Sponsor in connection with the Promotion, are governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice of law or conflict of law

rules, no matter what jurisdiction, that would cause the application of the laws of any jurisdiction other than as stated.

12. Privacy: By entering this Promotion, Entrant agrees to Sponsor's manner of collection, use, retention and disclosure of Entrant's Personal Information submitted in connection with the Promotion. Personal Information collected from Entrant is subject to Sponsor's privacy policy, which can be found at academy.com/privacypolicy. For full details and Official Rules, see academy.com/officialrules.