

Carter's Baby of the Month Contest

Official Rules

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility

Carter's Baby of the Month Contest (the "Contest") is open only to legal residents of the fifty (50) United States, the District of Columbia, United States territories (including APO/FPO military addresses) and Puerto Rico (the "eligible geographic area"), who are physically located therein and who are at least eighteen (18) years of age or older, or the age of majority in their jurisdiction of residence, whichever is greater, as of the date of their participation and entry and are the parents or legal guardians of a child that is between one (1) day and one (1) years old as of the date of entry (an "Eligible Child"). Employees of The William Carter Company (the "Sponsor") and its respective parents, affiliates, subsidiaries, distributors, sales representatives, and advertising agencies, and Administrator (defined below), and all other service agencies involved with the Contest, and members of their immediate family (spouse, parents, siblings and children) and household members (whether related or not) of each such employee are not eligible to participate or win. In order to enter the Contest or receive a prize, you must fully comply with the Official Rules and, by entering, you represent and warrant that you agree to be bound by these Official Rules and the decisions of the Sponsor, whose decisions shall be binding and final in all respects relating to this Contest.

2. Sponsor and Administrator

Sponsor is The William Carter Company, 3438 Peachtree Road NE, Suite 1800, Atlanta, GA 30326.

Administrator is Universal Promotions, Inc., 980 Walnut Street, Pittsburgh, PA 15234. The Administrator is an independent judging organization whose decisions as to the administration and operation of the Contest are final and binding in all matters related to the Contest.

3. Timing

Contest begins on September 12, 2023 at 12:00 a.m. ET and ends September 10, 2024 at 11:59 p.m. ET ("Contest Entry Period"). The Sponsor's computer clock is the official time-keeping device in this Contest. Within the Contest Entry Period will be twelve (12) Promotion Periods, defined below. The Sponsor's computer clock is the official time-keeping device in this Contest. Entries from one Promotion Period do not carry over into other Promotion Periods.

Promotion Period	Start Period (at 12:00 a.m. ET)	End Period (at 11:59 p.m. ET)
October	September 12, 2023	October 11, 2023
November	October 12, 2023	November 14, 2023
December	November 15, 2023	December 12, 2023
January	December 13, 2023	January 16, 2024
February	January 17, 2024	February 13, 2024
March	February 14, 2024	March 20, 2024
April	March 21, 2024	April 17, 2024
May	April 18, 2024	May 15, 2024
June	May 16, 2024	June 17, 2024
July	June 18, 2024	July 17, 2024

August	July 18, 2024	August 21, 2024
September	August 22, 2024	September 10, 2024

4. How to Enter

Take a picture of your Eligible Child (your “Entry”) and make sure you comply with the entry requirements set forth below. Sponsor reserves the right to disqualify any Entry that does not meet these requirements, as determined by Sponsor, in its sole discretion.

- i. You must take the photo yourself during the Contest Entry Period. You may not have a hired photographer or other person take the photo
- ii. While your photo may include siblings, your Entry may only include a single person – one (1) Eligible Child or (1) set of multiples (i.e., twins, triplets) – and you must be the parent or legal guardian of the Eligible Child in the Entry. If your Entry includes older siblings, the Entry will not be judged on siblings older than 12 months of age.
- iii. The Eligible Child must be appropriately clothed. Sponsor will not accept Entries with children who are not clothed.
- iv. The Entry may not depict the Eligible Child in an unsafe or inappropriate manner.
- v. The Entry may not prominently feature any third-party trademarks, logos, or artwork, other than the Sponsor’s. Moreover, it may not violate anyone’s rights, including, but not limited to, copyrights or trademark rights.
- vi. The Entry may not portray Sponsor or its products in a negative light or contain any content that is inappropriate or indecent, as determined by Sponsor, in its sole discretion.

Then visit www.CartersBabyContest.com during the Contest Entry Period, fill out the entry form by providing the required information, and submit your Entry. There is a limit of one (1) entry per Eligible Child per Promotion Period. If you have more than one Eligible Child, you can submit a photo of them together or enter them separately in the following Promotion Period. Sponsor reserves the right to disqualify any individual that attempts to enter more times or otherwise violates these Official Rules. Once a photo is submitted it may not be altered, updated nor changed in anyway.

By entering, you represent and warrant that your Entry complies with all requirements in these Official Rules. Further, by entering you indicate your agreement to these Official Rules and Sponsor’s decisions regarding the Contest, which are final and binding. Winning a prize is contingent upon fulfilling all requirements in these Official Rules.

Multiple participants are not permitted to share the same email address. Any attempt by any participant to obtain more than the stated number of entries by using multiple/different email addresses, or any other methods will void that participant’s entries and that participant may be disqualified. Use of any automated system to participate in the Contest is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected registrations, which will be disqualified.

5. License to Use Submitted Materials and Sponsor’s Rights to Entries

Entrant do not transfer ownership of your Entry by entering the Contest. However, by entering, you grant Sponsor, its agents, licensees, and assigns an irrevocable, perpetual (non-exclusive) right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use your Entry as-is or as-edited (with or without using your name) in any media throughout the world for any purpose,

without limitation, and without additional review, compensation, or approval from you. Entrant further grants to Sponsor its agents, licensees, and assigns the unconditional and perpetual right and permission to copyright, reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use the Entry (with or without Entrant's name) in any media now known or later developed throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from Entrant or any other party on Entrant's behalf. In addition by submitting an entry, Entrant, forever waives any rights of copyrights, privacy rights, and any other legal or moral rights in the entry that may preclude Sponsor or its affiliated companies use of the entry or require Entrant's permission for the Sponsor or its affiliated companies to use the entry. Entrant acknowledges that Sponsor is in no way obligated to broadcast, post, publish, or use Entrant's entry in any way.

6. Entry Screening, Entrant Verification and Restrictions

Sponsor and Administrator reserve the right to screen an entry or entries, and in their sole discretion Sponsor and Administrator reserve the right, to disqualify and remove any entry it deems as inappropriate, unacceptable and/or fails to adhere to these Official Rules. Sponsor nor Administrator are obligated to notify Entrant of their actions to remove or disqualify any entry. Entrant agrees if his or her entry is contested in any manner for any reason whatsoever, Sponsor or Administrator may disqualify that entry and discontinue use without notification and Entrant agrees if Entrant's entry is contested in any manner for any reason whatsoever not to contest the decision of Sponsor or Administrator and that such decision shall be final.

All entries and Entrants are subject to verification at any time and for any reason. The Sponsor and Administrator reserve the right, in their sole and absolute discretion, to require proof of compliance with these Official Rules, including without limitation, proof of identity and/or eligibility, in a form acceptable to Sponsor and Administrator (including without limitation, government issued photo identification) to participate in this Giveaway.

Entrants are not permitted to use another person's identity or another person's Email address, nor can an Entrant share the same Email address to enter the Giveaway. If a person is found using another person's identity or Email address, he or she will be disqualified and ineligible to claim any prize. Sponsor reserves the right to deem that the entry was submitted by the authorized account holder of the Email Account. "Authorized Account Holder" is defined as the natural person who is assigned to an Email account by the Email service provider. In the event an Entrant wins a prize and is later found to be in violation of these Official Rules, Entrant will be required to forfeit the prize or, if the violation is discovered after the prize winner has used or redeemed his or her prize, to reimburse Sponsor for the stated ARV of the prize listed in these Official Rules.

7. Non-Capture of Entry and Entry Errors

In the event that for any reason whatsoever an Entrant's entry, or any portion thereof, is not captured as a full submission in accordance with these Official Rules, whether through no fault of Entrant or otherwise, including but not limited to as a result of the effects of hackers or the failure of any electronic equipment, or human intervention, computer or cellular transmission, or network connections, any such attempted entry submissions will become null and void and Sponsor shall have no duty to advise Entrant, to allow Entrant to resubmit, or any liability for such failure in any respect; all of which Entrant hereby waives to the fullest extent permitted by applicable law. Specifically, without limiting the generality of the foregoing, in addition Sponsor is not responsible for any lost, late, illegal, intercepted,

incomplete, misdirected, damaged, destroyed, mutilated, unintelligible or not received entries, or for errors, omissions, interruptions, deletions, defects, delays in operations, in transmissions of entries. If an Entrant does not follow one of the entry method instructions as stated above his or her entry will be viewed as not captured as a full submission. All entries that are not captured as a full submission for any reason whatsoever will be disqualified from the Contest.

8. Winner Determination

Baby of the Month

One day after the conclusion of each Promotion Period, the Sponsor will randomly select up to three hundred (300) Entries for judging. The randomly-selected Entries from a Promotion Period will then be judged by the Sponsor or its selected judging panel on babies’ personality, overall style, and story (if submitted) to determine the Carter’s Baby of the Month.

The one Entry that scores the highest for each Promotion Period will be the monthly grand prize winner. Monthly grand prize winners for each Promotion Period will be announced on or about the following dates:

Promotion Period	Winner Announced
October	October 22, 2023
November	November 19, 2023
December	December 17, 2023
January	January 21, 2024
February	February 18, 2024
March	March 25, 2024
April	April 22, 2024
May	May 20, 2024
June	June 24, 2024
July	July 22, 2024
August	August 26, 2024
September	September 16, 2024

Sponsor will award a total of 12 monthly grand prize winners. The potential winners will be contacted using the email address provided with entry and may be awarded the prize subject to verification of eligibility and compliance with the terms of these Official Rules. Limit of one monthly grand prize per person.

Baby of the Year

On or about September 18, 2024 all eligible entries will be judged to determine the Carter’s 2024 Baby of the Year. The one (1) grand prize winner will then be contacted on or about September 20, 2024.

9. POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR AND ADMINISTRATOR. SPONSOR AND ADMINISTRATOR’S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE ADMINISTRATION, OPERATION, SELECTION OF THE WINNER AND OTHER MATTERS RELATED TO THE CONTEST.

10. Verification of Potential Winners

Potential winners may be required to complete and return an Affidavit of Eligibility, Release of Liability and Publicity Release (where permitted by law) (the "Affidavit") and Photo Release within two (2) days or the date specified in any notification, or an alternate potential winner may be selected. In the event (a) potential winner cannot be reached after a reasonable effort has been exerted, or the potential winner notification or Affidavit or Photo Release is returned as undeliverable, or the potential winner fails to respond within 2 business days, (b) potential winner declines or cannot accept, receive or use the prize for any reason, (c) of noncompliance with these Official Rules or any of the aforesaid time periods, (d) potential winner is found to be ineligible to enter the Contest or receive the prize, or (e) potential winner fails to fulfill the Affidavit and Photo Release-related obligations, the potential winner shall be disqualified from the Contest and an alternate potential winner may be determined. Sponsor reserves the right to modify the notification and Affidavit and/or Photo Release procedures in connection with the selection of alternate potential winner, if any.

11. Prizes

- Baby of the Month: Twelve (12) monthly grand prizes will be awarded. Each monthly grand prize winner will receive a Five Hundred Dollars (\$500) Carter's digital gift card. The approximate retail value of each monthly grand prize is \$500.
- Baby of the Year: One (1) grand prize will be awarded. Grand prize winner will receive a lifetime supply of Carter's and a photo shoot in either Los Angeles or Atlanta. Full details below.

Grand Prize Details:

- Lifetime Supply of Carter's Details: Will be fulfilled as six thousand dollars (\$6,000) of Carter's gift cards.
- Photo Shoot Details: Winning parent or guardian will receive a trip 2-night / 3-day trip for three (3) people for a Carter's photo shoot. The photo shoot will be in Los Angeles or Atlanta, selected at the Sponsor's sole discretion. Winning parent or guardian must bring their child who was featured in the winning Photo and can bring up to one additional travel companion. One hotel room will be provided for all individuals. \$1,000 will be provided to cover transportation, food and incidentals. Sponsor in its sole discretion will state when the trip must occur. If winner or his or her child cannot travel on stated date the prize will be forfeited and no other prize will be provided. Sponsor in its sole discretion may extend the date if travel is not possible due to COVID or other health related issues that impact travel. Trip is subject to availability and blackout dates. If Winner lives within two hundred fifty (250) miles of the destination, ground transportation may be provided instead of air transportation, at the Sponsor's sole discretion. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, baggage fees, personal charges at lodging, security fees, taxes or other expenses or incidentals are the responsibility solely of Winner. Travel companion (excluding winner's child) must be 18 years of age or older as of the date of departure and must travel on same itinerary and at the same time as the Winner. Travel companion and child will be required to sign a release before accompanying the Winner on the trip. Sponsor will determine airline and flight itinerary, and all providers herein included, in its sole discretion. Itinerary may not be changed or modified once the trip has been booked. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. Winner and travel companion are solely responsible for obtaining documents necessary for travel. Sponsor

will not obtain insurance on behalf of the Winner and travel companion, and Winner and travel companion are fully responsible for obtaining their own insurance, if desired. Travel restrictions, conditions and limitations may apply. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor is not responsible if Event trip is delayed, postponed or cancelled for any reason, in which event that portion of prize is forfeited in its entirety and no substitution will be provided except as in Sponsor's sole discretion. The winner will be solely responsible for all taxes and fees associated with the receipt and use of the prize. The prize is awarded as is. The approximate retail value of the grand prize is \$12,000.

For all Prizes: Prize is non-transferable, and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the listed prize for one of equal or greater value for any reason. Winner (or parent / legal guardian if winner is a minor) is responsible for all taxes and fees associated with prize receipt and/or use. All federal, state, and local tax liabilities, as well as any other costs and expenses not specified herein as being awarded are the sole responsibility of the Winner. Winner may be required to complete and return an IRS W-9 form (i.e. Request for Taxpayer Identification Number and Certification). Prize will be awarded only if the potential prize winner fully complies with these Official Rules. Total value of all prizes available to be awarded are \$17,000.

12. Entry Conditions and Release

BY PARTICIPATING IN THIS CONTEST ENTRANTS, PRIZE WINNERS, AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS SPONSOR, ADMINISTRATOR AND THEIR PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, PARTNERS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS AND DIRECTORS (COLLECTIVELY, THE "RELEASED PARTIES") FROM ANY AND ALL LIABILITY FOR ANY INJURIES (INCLUDING EMOTIONAL DISTRESS), FROM ANY AND ALL CAUSE OF ACTION, LIABILITIES, SUITS, CLAIMS INCLUDING BUT NOT LIMITED TO, THIRD PARTY CLAIMS THAT MAY BE MADE AGAINST ENTRANTS, AND CLAIMS ARISING OUT OF OR RELATING TO ACCEPTANCE, RECEIPT, POSSESSION OR USE/MISUSE OF ANY PRIZE, OR ANY PUBLICITY OR OTHER PUBLIC EXPOSURE OF ENTRANT, INCLUDING WITHOUT LIMITATION, CLAIMS CONCERNING INFRINGEMENT OR INVASION OF ENTRANT'S PRIVACY OR PUBLICITY RIGHTS, OR DEFAMATION, OR ACTS UNDERTAKEN IN PREPARATION FOR, OR PARTICIPATION IN, THE CONTEST, AND LOSSES AND/OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING DEATH, OR PROPERTY ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ANY PRIZE OR RESULTING FROM AWARDED, ACCEPTANCE, NOTIFICATION, POSSESSION, USE, MISUSE, LOSS OR MISDIRECTION OF ANY PRIZE OR RESULTING FROM PARTICIPATING OR INABILITY TO PARTICIPATE IN THIS CONTEST PROMOTION OR ANY CONTEST PROMOTION OR PRIZE RELATED ACTIVITIES. ENTRANT ASSUMES LIABILITY FOR INJURIES CAUSED OR CLAIMED TO BE CAUSED BY PARTICIPATING IN THE CONTEST, OR BY THE ACCEPTANCE, POSSESSION, USE OF, OR FAILURE TO RECEIVE ANY PRIZE. The Released Parties shall not have any obligation, responsibility or liability, including but not limited to any responsibility to provide compensation or award any prize to Entrants, with regard to: (1) Entries that are forged, falsified or altered or contain inaccurate information or do not comply with or violate these Official Rules; (2) Entries and/or notifications that are lost, late, incomplete, illegible, unintelligible, unrecorded, damaged, garbled, or misdirected, for errors, omissions, interruptions, deletions, defects or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communication devices or transmission lines or data corruption, theft, destruction, unauthorized access to, or alteration of, entry materials, loss or otherwise; (3) Electronic communications which are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in an Entrant's e-mail account to receive e-mail messages; failures or malfunctions of phones, phone lines or telephone or data transmission systems;

interrupted or unavailable network, server or other connections; any error omission, interruption, defect or delay in any transmission or communication; traffic congestion on the Internet or any technical problem; (4) Any technical or human errors resulting in errors of printing of Contest offer, administration of Contest, potential prize winner Contest notification, announcement of Contest prize winner and/or prizes, or any errors of any kind that may result in the selection and notification of a prize winner; (5) Entrants who have committed fraud or deception in entering or participating in the Contest or claiming a prize; (6) Any inability of a prize winner to accept the prize in whole or in part for any reason whatsoever; (7) If a prize cannot be awarded to a prize winner due to delays or interruptions due to Acts of God, natural disasters, threats of or actual terrorism, weather, war, fire, labor dispute or strike, civil disturbance, riot, transportation interruption or any similar event or cause beyond the Released Parties reasonable control; (8) Human error, unauthorized human intervention, inaccurate or non-capture or mis-entry of any information and/or of an entry; and (9) Any Entrant, prize winner or any other person for damage to such person's computer or its contents or mobile device. Entrant acknowledge that he or she will release and hold harmless Released Parties from any liabilities, and for but not limited to any claims or causes of action based on publicity rights, defamation or invasion of privacy and the condition and features of a prize. Sponsor reserves the right to correct any errors pertaining to this Contest for any reason whatsoever. If for any reason whatsoever the Contest (in whole or in part) is not capable of running as planned due to but not limited to, computer virus, worm, bug, tampering, hacking, unauthorized intervention, fraud, technical difficulties or failures or any other causes which in the sole opinion of Sponsor, could corrupt or affect the administration, security, integrity, fairness, or proper conduct of this Contest, the discretion of only the Sponsor, reserves the right to cancel, modify, suspend or terminate the Contest and determine prize winner from entries already received or as otherwise deemed fair and equitable by Sponsor.

13. Publicity

By entering Contest or accepting a prize, Entrant and prize winner agree to allow Sponsor and/or a representative acting on Sponsor's behalf the perpetual right to use Entrant's and prize winner's entry, geographical information, photos, videos and/or likeness, and comments for Contest, trade, commercial, advertising and publicity purposes, at any time or times, by any and all means, devices, processes and technology, and in all language and in all media, now known or hereafter invented, contemplated or devised, including, without limitation, the internet, television, film, video cassettes, video discs and other audio-video devices, and radio broadcast and print publications for advertising, promotional, regulatory compliance and/or other purposes related to Contest without notice to prize winner, without credit and without compensation or obligation except where prohibited by law.

14. General Conditions

Sponsor and its subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers and directors shall not have any obligation or responsibility, including any responsibility to award any prize to entrants, with regard to: (a) entries that contain inaccurate information or do not comply with or violate the Official Rules; (b) entries, prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (c) entrants who have committed fraud or deception in entering or participating in the Contest or claiming the prize; (d) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (e) any inability of the winner to accept the prize for any reason; (f) if a prize cannot be awarded due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond Sponsor's reasonable control; or (g) any damages, injuries or

losses of any kind caused by any prize or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any prize or resulting from participating in this Contest or any promotion or prize related activities. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be (a) tampering with the entry process or the operation of the Contest, or with any Website promoting the Contest; (b) acting in violation of the Official Rules; or (c) entering or attempting to enter the Contest multiple times through the use of multiple email addresses or the use of any robotic or automated devices to submit entries. If Sponsor determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Contest, Sponsor reserves the right to void the entries at issue, and/or terminate the relevant portion of the Contest, including the entire Contest, and/or modify the Contest and/or award the prize from all eligible entries received as of the termination date.

15. Limitations of Liability

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Contest; (d) technical or human error in the administration of the Contest or the processing of registrations; or (e) any 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 Contest or receipt or use or misuse of any prize. If for any reason an entrant's registration is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Contest. No more than the stated number of each prize will be awarded.

16. Disputes

Except where prohibited, by participating, Entrant, prize winner agrees that all issues and questions concerning the construction, validity, interpretation, administration, and enforceability of the Official Rules, or the rights and obligations of an Entrant, prize winner and Sponsor shall be governed by and construed exclusively in accordance with the laws of the state of Georgia without giving effect to any principles of conflicts of law of any jurisdiction and that: (1) any and all disputes, claims, and causes of actions arising out of, or connected with the Contest, shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating, but in no event attorney's fees; and (3) under no circumstances will any Entrant, prize winner be permitted to obtain awards for and 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. By entering the Contest, all participants agree to be subject to jurisdiction in the Federal and State courts of Georgia and agree that all disputes relating in any way to this Contest must be resolved in the courts of Georgia. Entrants and prize winner agrees not to raise the defense of forum non conveniens.

17. Contest Results

To obtain the prize winner list, send a self-addressed, stamped envelope to: Universal Promotions, Inc., 980 Walnut Street, Pittsburgh, PA 15234; Attn: Carter's Baby of the Month Contest - Winners List. Requests must be received by December 1, 2024.

18. Official Rules

For a copy of Official Rules visit www.CartersBabyContest.com.