

These Official Rules are for one week of a promotion that consists of several consecutive weeks. Check back after this Giveaway Period (defined below in Section 3) for subsequent weeks.

Carter's Ultimate Holiday Giveaway (Week 5) Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. GIVEAWAY IS VOID WHERE PROHIBITED.

PRIOR TO ENTERING THE CARTER'S ULTIMATE HOLIDAY GIVEAWAY (WEEK 5) (THE "GIVEAWAY"), PLEASE READ THESE OFFICIAL RULES AND TERMS AND CONDITIONS ("OFFICIAL RULES") OF THE GIVEAWAY. AN ENTRANT MUST AGREE TO ACCEPT AND COMPLY WITH THESE OFFICIAL RULES TO PARTICIPATE IN THE GIVEAWAY. BY ENTERING OR ATTEMPTING TO ENTER THE GIVEAWAY AN ENTRANT UNCONDITIONALLY ACCEPTS AND AGREES TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF THE SPONSOR OR UNIVERSAL PROMOTIONS, INC. (THE "ADMINISTRATOR"), WHICH ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE GIVEAWAY. IN ADDITION, AN ENTRANT WAIVES ANY RIGHT TO CLAIM AMBIGUITY IN THIS GIVEAWAY OR THESE OFFICIAL RULES. ALL INTERPRETATIONS OF THESE OFFICIAL RULES AND DECISIONS BY SPONSOR OR ADMINISTRATOR ARE FINAL. GIVEAWAY IS VOID IN WHOLE OR PART WHERE PROHIBITED, TAXED OR RESTRICTED BY LAW. THE GIVEAWAY IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE, LOCAL LAWS AND REGULATIONS.

GIVEAWAY IS ONLY OPEN TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES, THE DISTRICT OF COLUMBIA, UNITED STATES TERRITORIES (INCLUDING APO/FPO MILITARY ADDRESSES) AND PUERTO RICO. DO NOT ENTER THIS GIVEAWAY IF YOU ARE NOT PHYSICALLY LOCATED IN AND A LEGAL RESIDENT OF, ONE (1) OF THE FIFTY (50) UNITED STATES, THE DISTRICT OF COLUMBIA, UNITED STATES TERRITORIES (INCLUDING APO/FPO MILITARY ADDRESSES) OR PUERTO RICO. AN ENTRANT MUST BE EIGHTEEN YEARS (18) OF AGE OR OLDER.

1. **Eligibility and Participation:** The Giveaway 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, as of the date of their participation and entry. This Giveaway and any web sites, web pages, and advertisements relating thereto are intended for viewing only within the eligible geographic area. Entries received from individuals residing outside the eligible geographic area, or where restricted or prohibited by law or individuals who are not legal residents of an eligible geographic area will be disqualified. Employees of The William Carter Company (the "Sponsor") Universal Promotions, Inc., and their respective parents, affiliates, subsidiaries, distributors, sales representatives, advertising agencies, Administrator and all other service agencies involved with the Giveaway 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.
2. **Sponsor and Administrator:** The Sponsor is The William Carter Company, 3438 Peachtree Road NE, Suite 1800, Atlanta, GA 30326. The 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 Giveaway are final and binding in all matters related to the Giveaway.
3. **Timing:** The Giveaway begins on 11/22/2021 on or about 12:00 a.m. Eastern Time ("ET") and ends on 11/28/2021 at 11:59 p.m. ET (the "Giveaway Period"). The Sponsor's computer clock is the official time-keeping device in this Giveaway.
4. **How to Enter Giveaway:** To enter the Giveaway, an Entrant must go to www.carters.com/sweepstakes during the Giveaway Period and provide their name and email address (must be in the United States). You must also agree to the Official Rules and consent to receive email marketing messages from Carters, OshKosh, Skip Hop, Little Planet, and the sweepstakes partners or their affiliates. You must also agree by checking off the boxes that state, "I consent to have my information shared with Carter's, its affiliates, and the sweepstakes partners and their affiliates for marketing and promotional purposes," and you "Agree to the terms and conditions of the Official Rules, Privacy Policy and Terms of Use." When you complete a website entry form, you will automatically receive one (1) entry into the Giveaway. Limit of one (1) entry per person per day for the Giveaway.

If Entrant is entering using a mobile phone or other web-enabled device and is using his or her wireless carrier's network, Entrant may incur standard data charges from his or her wireless carrier and/or other charges may apply (such as normal airtime and carrier charges) and may appear on an Entrant's mobile phone bill or be deducted from an Entrant's prepaid account balance. An Entrant should contact his or her wireless carrier for more information on rate plans and charges relating to his or her participation in this Giveaway.

5. **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 they deem to be inappropriate, unacceptable and/or that fails to adhere to these Official Rules. Neither Sponsor nor Administrator are obligated to notify Entrant of their actions to remove or disqualify any entry. Entrant agrees that if his or her entry is contested in any manner for any reason whatsoever, Sponsor or Administrator may disqualify that entry and discontinue its use without notification, and Entrant agrees that if Entrant's entry is contested in any manner for any reason whatsoever, Entrant will not 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 may an Entrant share the same Email address as another person entering 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, Entrant shall reimburse Sponsor for the stated ARV of the prize listed in these Official Rules.

6. **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, 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 assume 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 entries, non-receipt of entries, errors, omissions, interruptions, deletions, defects, nor any delays in operations or 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 Giveaway. Proof of sending an entry will not be deemed to be proof as a full submission entry, nor will it be deemed proof of receipt by Sponsor or Administrator.
7. **Limitations. Non-Authorized Means of Entry and Tampering:** There is a limit of one prize per household. An entry obtained outside of an authorized, legitimate channel of method of entry as described in these Official Rules will be disqualified from Giveaway. Entrants are not permitted to use any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt this Giveaway. If it is suspected or discovered by the Sponsor or Administrator (using any evidence or other information made available to or otherwise discovered by Sponsor or Administrator) that any person has attempted, or has used any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt this Giveaway; then he or she may be disqualified from the Giveaway in the sole and absolute discretion of the Sponsor or Administrator. The use of automated software or unauthorized computer programs to register for Sponsor's Giveaway is prohibited. Sponsor reserves the right to disqualify any person found or suspected of, tampering with the entry process, or the operation of this Giveaway, or interferes with the proper entry of this Giveaway, or is acting in violation of these Official Rules, or is acting in a non-sportsmanlike or disruptive manner, or is acting with intent to annoy, abuse, threaten, or harass any other persons. **WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER WITH OR VANDALIZE THIS GIVEAWAY OR INTERFERE WITH THE OPERATION OF THE GIVEAWAY, 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.** Failure by the Sponsor or Administrator to enforce any provision of these Official Rules shall not constitute a waiver of that provision.
8. **Drawing Date and Number of Prize Winners:** On or about 11/29/2021 Administrator will conduct a random drawing to select seven (7) grand prize winners and three hundred and fifty (350) runner up prize winners. Limit of one prize per person per household.

9. **Odds of Winning:** Odds of Winning will depend on the number of eligible entries received during the Giveaway Period.
10. **Potential Prize Winner Notification, and Requirements to Become a Prize Winner:** Prize winners will be considered to be potential prize winners until Administrator confirms his or her prize winner status. Entrant acknowledges and grants Sponsor the ability, in its sole discretion, to announce the names or any identifiable information of an Entrant/potential prize winner on its Website or in any other form of public communication. Administrator will notify the potential prize winners by email using the email address provided with entry. In the event it is determined that there are multiple prize winners from the same household, regardless of whether a potential prize winner has been declared a prize winner, the first potential eligible prize winner to respond to Administrator's instructions will be declared the prize winner from that household, provided he or she has met the eligibility requirements and agrees to be bound to these Official Rules. In the event the potential prize winner fails to adhere to Administrator's instructions or any instructions given by Administrator, the potential prize winner may be disqualified from the Giveaway and ineligible to claim a prize or receive any type of compensation. In Sponsor's or Administrator's sole discretion, a selected entry of a potential prize winner will be disqualified from the Giveaway and not eligible to receive a prize if a potential prize winner: a) is unreachable or unresponsive to notification or attempted notification within two (2) days, unless some other timeframe is stated in the notification; b) declines or does not accept, receive or use the prize or any component of the prize for any reason; c) does not meet eligibility requirements; d) has failed to comply with these Official Rules; or e) submits a response after the allocated response date. If a potential prize winner or a declared prize winner is disqualified from the Giveaway for any reason whatsoever, he or she will be required to forfeit the prize without compensation of any kind. Sponsor and Administrator reserve the right to modify the notification process. Prize winners must continue to comply with the Official Rules, and receiving a prize is contingent upon abiding and accepting the Official Rules and fulfilling all of Sponsor's or Administrator's instructions.
11. **Prizes:**
- GRAND PRIZES: Seven (7) grand prizes will be awarded. Each grand prize winner will receive a three hundred and fifty dollar (\$350) Carter's e-gift card and a three hundred and fifty dollar (\$350) Motherhood Maternity gift card. Approximate retail value ("ARV") of grand prize is \$700
 - RUNNER UP PRIZES: Three Hundred and Fifty (350) runner up prizes will be awarded. Each runner up prize winner will receive a twenty-dollar (\$20) Carter's e-gift card. ARV of each runner up prize is \$20.

The total ARV of all prizes being awarded is \$11,900. Any difference between the stated ARV and the actual value of a prize will not be awarded to a prize winner. Prizes will be emailed to the email address provided with entry. Terms and conditions may apply to claiming a prize. Prizes are non-transferable in whole or in part except at the discretion of the Sponsor. No substitution or cash redemption except at the discretion of Sponsor, in which case a prize of equal or greater value will be awarded. Sponsor reserves the right, to substitute a prize (or a component thereof) of equal or greater value for any reason whatsoever. Prize winner shall bear all risk of loss or damage to prize upon being awarded, and Sponsor does not have any obligation or responsibility to replace prize if lost, damaged or stolen. Sponsor is not responsible for any fees, costs, or additional charges that may result from an Entrant and/or prize winner participating in the Giveaway, or being awarded and receiving and using a prize. Prizes will be fulfilled within eight (8) weeks after prize winner is finalized. Sponsor nor Administrator will assume any liability for a lost, damaged or misdirected prize. Prizes cannot be returned or exchanged. Prizes will be awarded "as is" with no warranty or guarantee. Neither Sponsor nor Administrator have made or are responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize thereof, including but not limited to, its quality, condition, appearance, safety or performance.

12. **Entrant and Prize Winner Release of Publicity Rights:** By entering the Giveaway 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 Giveaway, 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 Giveaway without notice to prize winner, without credit and without compensation or obligation except where prohibited by law.
13. **Compliance to Official Rules:** BY SUBMITTING AN ENTRY, ENTRANT AGREES THAT SUCH ENTRY COMPLIES WITH ALL THE TERMS AND CONDITIONS STATED IN THESE OFFICIAL RULES AND UGC TERMS. THE RELEASED PARTIES (DEFINED BELOW) WILL BEAR NO LEGAL LIABILITY REGARDING THE USE OF ANY ENTRY ENTRANT SUBMITS. THE RELEASED PARTIES SHALL BE HELD HARMLESS BY ENTRANT IN THE EVENT IT IS SUBSEQUENTLY DISCOVERED ENTRANT HAS DEPARTED FROM OR NOT FULLY COMPLIED WITH ANY OF THESE OFFICIAL RULES. By submission of an entry, Entrant warrants and represents: (i) the entry is Entrant's sole property; (ii) Entrant has full authority to submit the entry; (iii) the entry does not infringe on any trademark, copyright, privacy, or other rights of any other party; and

(iv) he or she has met these Giveaway eligibility requirements and unconditionally accepts and agrees to be bound by these Official Rules and the decisions of the Sponsor and Administrator.

14. **Release and Limitations of Liability:** **BY PARTICIPATING IN THIS GIVEAWAY, ENTRANTS AND 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 CAUSES 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 GIVEAWAY, 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 AWARDING, ACCEPTANCE, NOTIFICATION, POSSESSION, USE, MISUSE, LOSS OR MISDIRECTION OF ANY PRIZE OR RESULTING FROM PARTICIPATING OR INABILITY TO PARTICIPATE IN THIS GIVEAWAY PROMOTION OR ANY GIVEAWAY PROMOTION OR PRIZE RELATED ACTIVITIES. ENTRANT ASSUMES LIABILITY FOR INJURIES CAUSED OR CLAIMED TO BE CAUSED BY PARTICIPATING IN THE GIVEAWAY, 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 Giveaway offer, administration of Giveaway, potential prize winner Giveaway notification, announcement of Giveaway 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 Giveaway 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 and prize winner acknowledges 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 Giveaway for any reason whatsoever. If for any reason whatsoever the Giveaway (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 Giveaway, the discretion of only the Sponsor, reserves the right to cancel, modify, suspend or terminate the Giveaway and determine prize winner from entries already received or as otherwise deemed fair and equitable by Sponsor.
15. **Disputes:** Except where prohibited, by participating, Entrant 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 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 Giveaway 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 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 Giveaway, all Entrants 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 Giveaway must be resolved in the courts of Georgia. Entrants agree not to raise the defense of forum non conveniens.

16. **Severability and Headings:** If any provision of these Official Rules is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Official Rules and shall not affect the validity and enforceability of any remaining provisions. Headings are used in these Official Rules solely for convenience of reference and shall not be deemed to affect, in any manner, the meaning or intent of these Official Rules or any provision hereof.
17. **Tax Information:** The value of a prize may be taxable as income to a prize winner. Prize winner is solely responsible, at his or her own costs, for all matters relating to the prize, including but not limited to, all federal, state and local taxes. It is the sole responsibility of the prize winner to seek independent counsel regarding tax implications.
18. **Privacy Statement:** Sponsor's privacy policy can be accessed by visiting <https://www.carters.com/privacy/privacy-policy.html>.
19. **Winners List:** To obtain the prize winners list, send a self-addressed, stamped envelope to: Universal Promotions, Inc., 980 Walnut Street, Pittsburgh, PA 15234, Attn: Carter's Ultimate Holiday Helpers Giveaway (Week 5) - Winners List. Requests must be received by February 1, 2022.
20. **Official Rules:** For a copy of Official Rules, visit www.carters.com/sweepstakes.