

# **My Rewarding Moments Giveaway**

## **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**

My Rewarding Moments Giveaway (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, or the age of majority in their jurisdiction of residence, whichever is greater, as of the date of their participation and entry. 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 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. In order to enter the Giveaway 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 Giveaway.

### **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 Giveaway are final and binding in all matters related to the Giveaway.

### **3. Timing**

Giveaway begins on August 16, 2021 at 12:00 a.m. ET and ends August 28, 2021 at 11:59 p.m. ET ("Giveaway Entry Period"). The Sponsor's computer clock is the official time-keeping device in this Giveaway.

### **4. How to Enter**

During the Giveaway Entry Period download the Carter's App and create an account. Downloading the App and creating an account is free. When creating an account, you must become a My Rewarding Moments member. Becoming a My Rewarding Moments member is free. If you already have an account with Carter's App but are not a My Rewarding Moments member, you must become a My Rewarding Moments member. Then, each day within the Giveaway Entry Period you can access the App and click the My Rewarding Moments Giveaway button to receive a daily entry. Limit of one (1) entry per person per day. Every time you enter you will automatically receive 25 My Rewarding Moment bonus points. Sponsor in its sole discretion can decrease the amount of My Rewarding Moment bonus points or cancel this offer all together, any time with no prior notice.

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, identities, Carter's App registrations and My Rewarding Moments member, 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 Giveaway 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. 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 Giveaway.

#### **6. Winner Determination**

At the end of each day within the Giveaway Entry Period, the Sponsor will randomly select twenty-eight (28) entries for the grand prizes described below in a random drawing of all valid entries received up to the time of the drawing. Since there thirteen (13) days within the Giveaway Entry Period there will be a total of 364 grand prize winners. The potential winners will be contacted using the email address on file within the Carter's App and may be awarded the prize subject to verification of eligibility and compliance with the terms of these Official Rules. The potential winners will be notified by email on or about two days after the corresponding drawing. Odds of winning a Giveaway prize depend on the number of eligible entries received up to the time of the drawing. Limit of one prize per person.

**7. 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 GIVEAWAY.**

#### **8. 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) (collectively, the "Affidavit") by the date specified by Sponsor, or an alternate potential winner may be selected. In the event (a) potential winner cannot be reached for whatever reason after a reasonable effort has been exerted, or the potential winner notification or Affidavit is returned as undeliverable, (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 Giveaway or receive the prize, or (e) potential winner fails to fulfill the Affidavit-related obligations, the potential winner shall be disqualified from the Giveaway and an alternate potential winner may be selected in a random drawing, from among the other eligible entries received, as described in Section 5 above. Sponsor reserves the right to modify the notification and Affidavit procedures in connection with the selection of alternate potential winner, if any.

#### **9. Grand Prizes**

Three Hundred and Sixty-Four (364) grand prizes will be awarded. Each grand prize winner will receive a Five Hundred Dollar (\$500) Visa gift card. Each gift card will be emailed to the winner using the email address on file with the My Rewarding Moments membership.

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 \$182,000.

#### **10. Entry Conditions and Release**

BY PARTICIPATING IN THIS GIVEAWAY 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 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 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 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.

#### **11. Publicity**

By entering 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.

#### **12. 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 Giveaway 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 Giveaway 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 Giveaway, or with any Website promoting the Giveaway; (b) acting in violation of the Official Rules; or (c) entering or attempting to enter the Giveaway 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 Giveaway, Sponsor reserves the right to void the entries at

issue, and/or terminate the relevant portion of the Giveaway, including the entire Giveaway, and/or modify the Giveaway and/or award the prize from all eligible entries received as of the termination date.

### **13. 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 Giveaway; (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 Giveaway; (d) technical or human error in the administration of the Giveaway 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 Giveaway 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 Giveaway. No more than the stated number of each prize will be awarded.

### **14. 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 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, 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 Giveaway, 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 Giveaway must be resolved in the courts of Georgia. Entrants and prize winner agrees not to raise the defense of forum non conveniens.

### **15. Giveaway Results**

To obtain the prize winner list, send a self-addressed, stamped envelope to: Universal Promotions, Inc., 980 Walnut Street, Pittsburgh, PA 15234; Attn: My Rewarding Moments Giveaway Winners List. Requests must be received by November 1, 2021.

### **16. Official Rules**

For a copy of Official Rules visit <https://www.carters.com/parentbonus>.