

MY REWARDING MOMENTS® TERMS AND CONDITIONS

FOR THE MOST UP-TO-DATE TERMS, PLEASE VISIT <https://www.carters.com/loyaltyTerms-Conditions.html>.

IMPORTANT NOTE: THESE TERMS CONTAIN PROVISIONS THAT LIMIT OUR LIABILITY TO YOU, ELIMINATE YOUR RIGHT TO A TRIAL BY JURY, REQUIRE YOU TO RESOLVE DISPUTES WITH US ON AN INDIVIDUAL BASIS AND NOT AS A PART OF ANY CLASS OR REPRESENTATIVE ACTION, AND THROUGH FINAL AND BINDING ARBITRATION. SEE BELOW.

General Information or Definitions

Please read these My Rewarding Moments® Terms and Conditions (the “Terms”) carefully for important information about your rights and obligations in the Carter’s My Rewarding Moments® rewards program (“My Rewarding Moments” or “Rewards Program”). By participating in My Rewarding Moments, you agree to these Terms. My Rewarding Moments is a loyalty program offered by The William Carter Company, OshKosh B’Gosh, Inc., and Skip Hop, Inc. (collectively, “Carter’s”). “We,” “our,” and “us” mean Carter’s. “Bank” means Comenity Capital Bank or its assignees. In these Terms, “Member,” “you” and “your” mean the My Rewarding Moments member.

By enrolling in the My Rewarding Moments program or opening a Carter’s Credit Card, you acknowledge that you have read, understood, and agree to be bound by the My Rewarding Moments terms and conditions. The Rewards Program, and these terms and conditions, are governed by the laws of the State of Georgia and, as applicable, the Federal Arbitration Act, without regard to Georgia’s choice of law rules. You will automatically receive a My Rewarding Moments Reward (“Reward”) when the Rewards Level (as defined below) is met. The Reward can be used at all participating locations, as described below. The My Rewarding Moments program, and all points and Rewards, are void where restricted or prohibited by law.

Carter’s Credit Card Applicants and Cardholders:

You must be a My Rewarding Moments Member in order to apply for the Carter’s Credit Card. If you are not already a My Rewarding Moments Member, you will automatically be enrolled as a Member when you apply for and are approved for a Carter’s Credit Card. If you are already a Member, a new membership will not be created. These Terms are separate and independent from your Carter’s Credit Card Account Agreement (your “Credit Account Agreement”), which governs the use of your Carter’s Credit Card (“Credit Account” or Carter’s Credit Card”). In the event of any conflict between these Terms and your Account Agreement, these Terms will control in any matter relating to the Rewards Program.

Eligibility

To participate in My Rewarding Moments, customers must be at least 18 years old. A customer may become a Member by enrolling at any Carter’s or OshKosh store or online at [carters.com/rewards](https://www.carters.com/rewards), [oshkosh.com/rewards](https://www.oshkosh.com/rewards) or [skiphop.com/rewards](https://www.skiphop.com/rewards). To enroll, you must provide a valid email address and your first and last name. Enrollment is free, and no

purchase is necessary. Customers who purchase items for resale and customers shipping orders outside of the United States ARE INELIGIBLE TO PARTICIPATE in the My Rewarding Moments program.

Communications

Members agree to receive loyalty-specific email messages with information about their accounts, as well as other promotional emails and marketing from Carter's, Oshkosh B'Gosh, and Skip Hop. To stop receiving promotional emails from Carter's and/or OshKosh and/or Skip Hop, you may use the unsubscribe option in any such email, go to the [My Rewards](#) page or the Rewards Program's My Account page to update your communication preferences. If you opt out from promotional and marketing communications, you will still receive a Welcome e-mail when you join the My Rewarding Moments program and email communication for Rewards issued to you under the Rewards Program. Any personal information provided to the My Rewarding Moments program will be governed by the privacy policy posted at <https://www.carters.com/content/customerservice/privacy-policy/>.

We may contact you about the My Rewarding Moments program by mail, phone, e-mail or other methods permitted under applicable law. As needed, you agree to promptly update your contact information by calling 1-877-333-0117. We are not responsible for Rewards or communications lost or undelivered due to incorrect or changed email address or other contact information.

You can view your My Rewarding Moments program activity at www.carters.com/loyalty. For customer service, call us at 1-877-333-0117.

Earning Currency Type

The My Rewarding Moments program allows you to earn Points ("Points") on the dollars you spend as described below. Points can be earned on any Net Eligible Purchase at a Carter's or OshKosh store in the United States or at carters.com, oshkosh.com or skiphop.com as long as they are shipped to an address in the United States. For each \$1 spent on Net Eligible purchases while enrolled in the My Rewarding Moments program, the Member will earn 1 point.

Carter's Credit Cardholders with Credit Accounts in good standing will earn 2 points for every \$1 spent on Net Eligible Purchases (defined below) placed on their Carter's Credit Card. Points from Net Eligible Purchases made by Authorized users on a Credit Account will be applied to the My Rewarding Moments Account associated with email address supplied at time of purchase. If an email address is not supplied at the time of purchase any points earned will be forfeited.

The Carter's Credit Card must be presented as the method of payment at the time of sale to receive the Carter's Credit Card level of Points for any Net Eligible Purchase as defined below. The Carter's Credit Card cardholder must be in Good Standing to earn Points using the Carter's Credit Card. "Good Standing" means (1) your Credit Account is open to new charges

and not over your credit limit, (2) your Credit Account is not more than 60 days past due or otherwise in default, (3) your Credit Account Card is not flagged as lost, stolen, or fraudulent according to the Bank's records, (4) your Credit Account is not in a hardship or workout program, and (5) you are not subject to a credit counseling arrangement relating to your Credit Account.

Points are earned on the Net Eligible Purchase ("Net Eligible Purchases") amounts after applying all discounts, offers, coupons, and Reward redemptions, rounded down to the nearest dollar. Net Eligible Purchases do not include taxes, returns, refunds and non-merchandise items, such as shipping, gift wrap, and gift cards. For Carter's Credit Cardholders, the term "Net Eligible Purchases" also excludes credit adjustments, unauthorized or fraudulent charges, charges that violate the terms of your Credit Account Agreement, balance transfers, interest, fees or other Credit Account activity.

Points will appear in the Member's account approximately 72 hours after a qualifying retail store purchase or shipment of an online transaction. For Buy Online, Ship to Store orders, points will be rewarded within 72 hours of in-store pick up. Members must provide the email address associated with their My Rewarding Moments account at the time of purchase to receive Points. Points earned for returned merchandise will be deducted from the Member's account. Points cannot be sold or traded and are not transferable unless otherwise expressly stated. **Points expire six (6) months after being earned.** Points will remain available in your Points balance until they are redeemed for a Reward, are forfeited, or expire.

Bonus Points for Special Offers. From time to time, we may make special offers for you to earn additional Points for Net Eligible Purchases ("Bonus Points.") The way to earn Bonus Points, and the Bonus Points that can be earned, may vary. Read each offer carefully, as there may be important conditions or limitations, such as blackout periods, Bonus Point limits, or exclusions. You may have to register to qualify for the offer. We may change or withdraw an offer at any time without notice. Any such change or withdrawal will not affect Bonus Points already earned. Your Net Eligible Purchase must be completed and the transaction charged to your Account during the special offer period in order for you to earn the applicable Bonus Points. For mail order, special order, online, and other purchases, please be aware that we may not charge your Account until items purchased have shipped. During special offer periods, making a return in the same transaction as a new purchase may result in earning fewer Points because Points are calculated off of your Net Eligible Purchase (in this case, your purchase minus return).

Points Disputes. If you believe Points were earned that have not timely posted to your Points balance, you may dispute your Points balance ("Points Dispute") by immediately calling 1-877-333-0117 or writing to Carter's at online@carters.com. We will use reasonable efforts to investigate your Points Dispute if you notify us within 90 days of the posting date. If you do not notify us within that period, you waive your right to make a Points Dispute with respect to that purchase and all Points allocations are final. We may require you to provide written confirmation of the disputed Points balance and the applicable purchase receipt. We may decline to investigate further if you do not provide the requested confirmation or a valid

receipt. Upon completion of the investigation, we will have no further responsibilities if you later reassert the same Points Dispute. **Please note that the dispute rights with respect to your Credit Account under the Credit Account Agreement do not apply to these Terms or to your rights and remedies under these Terms, which are solely set forth in these Terms. Your sole and exclusive remedy, and our maximum liability to you, in the event you prevail in a Points Dispute, is for us to credit the disputed Points to your Points balance.**

Other Limitations

We have the right to deduct Points from your Points balance for charges that were not or do not remain Net Eligible Purchases. If your Points balance goes negative, you must first earn Points to bring your Points balance to zero before earning any Points eligible for redemption. Points you earn may not be combined with Points earned on any other credit account. Points earned have no cash value and may not be used as payment of any outstanding obligation to the Bank or its affiliates or to Carter's.

Rewards

When you earn enough Points you will be eligible for a Reward. Rewards are redeemable for a specified dollar amount off qualifying purchases on carters.com, oshkosh.com or skiphop.com and store purchases. The current Reward Level is 150 Points (150 Points = \$10 Reward) in any 6-month period. (a "Reward Level"). Once you've earned a Reward, your Points balance will be reduced by the number of Points used to obtain the Reward(s). Except as provided below, we will send a Reward to your My Rewarding Moments primary email address within 14 days after you achieve a Reward Level. To change the primary email address for your Account, please contact Carter's by calling 1-877-333-0117. **All Rewards will expire 45 days from the date of issuance.**

Once a Member earns 150 points in any 6-month period, a \$10 Reward will be automatically issued, and an email notification of the Reward will be sent to the primary email address registered with the Member's account. You can also find the Reward in your account. The Member is responsible for keeping the account contact information current and updated. No responsibility is assumed for incorrect addresses or failure of email to be received. If you do not want to receive emails notifying you of new Rewards you have earned, you will need to end your participation in the Program. Please see Rewards certificate for expiration date. Rewards can only be used for purchase of merchandise items and will be deducted from the transaction total before any other coupons or promotional offers are applied. Rewards cannot be used on non-merchandise items, such as shipping, gift wrap, and gift cards and are not valid on previous purchases. The value of the Reward is prorated over each of the items purchased. Rewards cannot be sold or traded and are not transferable unless otherwise expressly stated. Rewards have no cash value. Each Reward must be used in a single transaction and any residual amount left on that Reward will be forfeited. Any Customer who returns merchandise acquired with a Reward will not receive a new Reward or a cash refund for the Reward value.

To the extent allowed by applicable law, we may cancel any earned or outstanding Rewards if we become insolvent, unable to pay our debts when due, file an action under the U.S. Bankruptcy Code or have such an action filed against us.

Cancellation

If there is no activity on a Member's rewards program account for two (2) years, the account will be cancelled. Carter's also can cancel any Member's account immediately if the Member has breached these Terms, has failed to follow Rewards Program policies and procedures, has sold or traded Points or Rewards, has used multiple My Rewarding Moments accounts, or has otherwise engaged in inappropriate conduct, as determined by Carter's in its sole discretion and without notice. If a Member's My Rewarding Moments account is cancelled for any of these reasons, then that Member will be ineligible to enroll or participate in the My Rewarding Moments program in the future and will immediately forfeit all Points and Rewards. Carter's reserves the right to take legal action to recover any damages, attorneys' fees, or court costs from such Member.

Carter's reserves the right to interpret and apply these Terms in its sole discretion, subject to applicable law. All interpretations by Carter's are final. By participating in the My Rewarding Moments program, each Member hereby releases Carter's from and against any and all claims, damages, losses, liabilities, and other expenses (including, without limitation, attorney's fees) relating to his/her participation in the My Rewarding Moments program, use of Rewards, or agreement to these Terms.

You may cancel your participation in the My Rewarding Moments program at any time by calling us at 1-877-333-0117. If you cancel your participation in the My Rewarding Moments program, you will no longer earn Points and you will forfeit your unused and unexpired Points. Canceling your participation in the My Rewarding Moments program will not cancel your Credit Account.

Updates and Changes

These Terms, as well as any My Rewarding Moments program elements, may be amended, updated, changed, or terminated at any time at the discretion of Carter's. Notification of any such event, including the effective date, will be posted at <https://www.carters.com/loyaltyTerms-Conditions.html> and also sent via email to Members via the email address they have registered with the My Rewarding Moments program. Unless otherwise stated, changes normally will become effective 30 days after posting at <https://www.carters.com/loyaltyTerms-Conditions.html>. Continued participation in the My Rewarding Moments program after a change takes effect constitutes agreement to the change. If you disagree with a change, your sole remedy is to cease participating in the My Rewarding Moments program.

Limited Liability. To the fullest extent permitted by law and the Bank's agreements with you, neither Carter's nor the Bank, nor any of our or its affiliates, officers, directors, employees,

service providers, or agents will be liable to you, or anyone making a claim on your behalf, in connection with (a) any termination of, change in, or suspension of the My Rewarding Moments program; (b) any claim relating to products purchased using any Rewards obtained through the Program; (c) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; or (d) any taxes that you incur as a result of receiving or redeeming Rewards.

Notwithstanding The Foregoing, Any Liability That We Or The Bank May Have To You In Connection With The My Rewarding Moments Program Shall Be Limited To The Amount Of Any Points You Have Earned In Accordance With These Terms. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE AND THE BANK WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING FOR THE LOSS OF PROFIT, REVENUE, OR DATA) ARISING OUT OF OR IN CONNECTION WITH THE REWARDS PROGRAM, HOWEVER CAUSED, AND UNDER WHATEVER CAUSE OF ACTION OR THEORY OF LIABILITY BROUGHT (INCLUDING UNDER ANY CONTRACT, NEGLIGENCE, OR OTHER TORT THEORY OF LIABILITY) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

No Warranties. The Bank Does Not: (A) Endorse Rewards Or Products Or Services Purchased At Carter's Using Rewards; (B) Make Any Express Or Implied Warranty Regarding Rewards Or Products Or Services Purchased At Carter's; (C) Guarantee The Performance Of Rewards Or Products Or Services Purchased On Carter's; Or (D) Offer, Operate Or Control Rewards Offered Through This Program.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE MY REWARDING MOMENTS PROGRAM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CARTER'S AND THE BANK DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE REWARDS PROGRAM (INCLUDING THOSE RELATED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND THOSE ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE).

Taxes. You are solely liable for any applicable taxes arising out of the accrual or use of Points or Rewards. Consult your tax advisor concerning such tax consequences.

Arbitration Agreement and Waiver of Certain Rights – Legal Disputes

Initial Dispute Resolution. We are available by email to address any concerns you may have regarding the My Rewarding Moments program. Most concerns may be quickly resolved in this manner. Please see "How do I contact you?" below for more information on how to reach out to us.

Binding Arbitration Agreement. You and we agree that, except as set forth below, we will resolve any disputes between us (including any disputes between you and a third-party agent ours) through binding and final arbitration instead of through court proceedings. You and we hereby waive any right to a jury trial of any Claim (defined below). All controversies, claims, counterclaims, or other disputes arising between you and us or you and a third-party agent of ours (each a "Claim") shall be submitted for binding arbitration in accordance with the Rules of the American Arbitration Association ("AAA Rules"). The arbitration will be heard

and determined by a single arbitrator. The arbitrator's decision in any such arbitration will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. You and we agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration or by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies or as specifically permitted by state law.

The Federal Arbitration Act and federal arbitration law apply to this agreement. However, the arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of these Terms including, but not limited to, a claim that all or any part of these Terms is void or voidable.

If you demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of the administrative costs and arbitrator's fees required for the arbitration as the arbitrator deems necessary to prevent the cost of the arbitration from being prohibitive. In the final award, the arbitrator may apportion the costs of arbitration and the compensation of the arbitrator among the parties in such amounts as the arbitrator deems appropriate.

This arbitration agreement does not preclude either party from seeking action by federal, state, or local government agencies. You and we also have the right to bring qualifying claims in small claims court. In addition, you and we retain the right to apply to any court of competent jurisdiction for provisional relief, including pre-arbitral attachments or preliminary injunctions, and any such request shall not be deemed incompatible with these Terms, nor a waiver of the right to have disputes submitted to arbitration as provided in these Terms.

Neither you nor we may act as a class representative or private attorney general, nor participate as a member of a class of claimants, with respect to any Claim. Claims may not be arbitrated on a class or representative basis. The arbitrator can decide only your and/or our individual Claims. The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial. The arbitrator may award in the arbitration the same damages or other relief available under applicable law, including injunctive and declaratory relief, as if the action were brought in court on an individual basis. Notwithstanding anything to the contrary in the foregoing or herein, the arbitrator may not issue a "public injunction" and any such "public injunction" may be awarded only by a federal or state court. If either party seeks a "public injunction," all other claims and prayers for relief must be adjudicated in arbitration first and any prayer or claim for a "public injunction" in

federal or state court stayed until the arbitration is completed, after which the federal or state court can adjudicate the party's claim or prayer for "public injunctive relief." In doing so, the federal or state court is bound under principles of claim or issue preclusion by the decision of the arbitrator.

If any provision of this Section is found to be invalid or unenforceable, then that specific provision shall be of no force and effect and shall be severed, but the remainder of this Section shall continue in full force and effect. No waiver of any provision of this Section of the Terms will be effective or enforceable unless recorded in a writing signed by the party waiving such a right or requirement. Such a waiver shall not waive or affect any other portion of this Terms. This Section of the Terms will survive the termination of your relationship with us.

THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN AAA RULES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

Exclusive Venue For Litigation. Solely to the extent the arbitration provisions set forth above do not apply, or for purposes of either party enforcing an award granted to it pursuant to arbitration, the parties agree that any litigation between them shall be filed exclusively in state or federal courts located in Fulton County, Atlanta, Georgia (except for small claims court actions which may be brought in the county where you reside). The parties expressly consent to exclusive jurisdiction in Fulton County, Atlanta, Georgia for any litigation other than small claims court actions. The parties irrevocably consent to personal jurisdiction in Fulton County, Atlanta, Georgia for any litigation and hereby waive, for all purposes, their right to challenge the lack of personal jurisdiction of any court in such jurisdiction over any litigation arising in connection with, out of, or as a result of (a) these Terms or the My Rewarding Moments program and (b) any acts or omissions of Carter's in connection with these Terms and conditions or the My Rewarding Moments program.

How do I contact you?

For questions about these Terms, you can contact us by postal mail, telephone or email as follows: Carter's Consumer Affairs, 3438 Peachtree Road NE, Suite 1800; Atlanta, GA 30326; 888-782-9548; contactus@carters.com.

Effective Date: 7/12/2021