

Dash In to Win Official Rules

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

PROMOTION 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 PARTICIPATE IN THIS PROMOTION IF YOU ARE NOT A LEGAL RESIDENT OF, ONE (1) OF THE FIFTY (50) UNITED STATES, THE DISTRICT OF COLUMBIA, UNITED STATES TERRITORIES OR PUERTO RICO.

- Eligibility and Participation:** Dash In to Win (the "Promotion") 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, who are at least eighteen (18) years of age or older. Employees of The William Carter Company (the "Sponsor"), and its respective parents, affiliates, subsidiaries, distributors, sales representatives, and advertising agencies, and all other service agencies involved with the Promotion, 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. The Promotion is subject to all applicable federal, state and local laws and regulations. By participating in this Promotion or attempting to participate into the Promotion, each person agrees and acknowledges he or she has met the Promotion eligibility requirements as explained in these Official Rules and he or she unconditionally accepts and agrees to be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Promotion.
- 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., 3561 Valley Drive, Pittsburgh, PA 15234.
- Timing:** The Promotion begins on the date and time each participating Carter's Children Clothing Store, OshKosh B'gosh Children Clothing Store, Carter's/OshKosh B'gosh Children Clothing Store side-by-side locations (defined as stores for Carter's and OshKosh B'gosh brands that are connected next door to one another) and Carter's/OshKosh B'gosh Children Clothing Store Shop-n-Shop locations (defined as stores for Carter's and OshKosh B'gosh brands that are connected with front and back stores) open for their 2016 Black Friday store event. For participating Carter's stores visit www.carters.com/find-a-store, for participating OshKosh B'gosh stores visit www.oshkosh.com/find-a-store and follow the online instructions. For 2016 Black Friday store event hours of operation visit www.carters.com and www.oshkosh.com (the "Promotion Period"). Sponsor's clock is the official time-keeping device in this Promotion.
- How to Enter: No Purchase Necessary to Enter.** To participate an individual must visit one of the participating Carter's Children Clothing Stores, OshKosh B'gosh Children Clothing Stores, Carter's Children Clothing side-by-side store locations, or Carter's Children Shop-n-Shop store locations (the "Store") during the Promotion Period and be one of the first one hundred (100) individuals to cross the Store's threshold. It is the sole discretion of Sponsor and/or a store employee of Sponsor to determine who the first one hundred (100) individuals are to cross the Store threshold. The first one hundred (100) individuals will be considered a Prize Winner. Each Prize Winner at each store will randomly be given a Dash In to Win Promotional Cardholder (the "Promotional Cardholder") containing a Dash In to Win Promotional Card (the "Promotional Card") with a prize value described below under Section #10. In the event not all Promotional Cards are distributed during the Promotion Period any remaining Promotional Cards will not be awarded. You do not have to make a purchase to receive a Promotional Card.
- Odds of Receiving a Prize:** Odds of receiving a prize will depend upon the number of individuals and the time those individuals show up at a participating store.
- Limitations and Non-Authorized Means of Entry:** There is a limit of one (1) Promotional Card per person. A Promotional Card obtained outside of an authorized, legitimate channel of method of entry as described in these Official Rules will be disqualified from Promotion. If it is discovered by the Sponsor or Administrator (using any evidence or other information made available to or otherwise discovered by Sponsor or Administrator) that any individual has attempted, or has used any other identities or system(s) or program(s) to participate in or disrupt this Promotion; then he or she may be disqualified from the Promotion in the sole and absolute discretion of the Sponsor, Store associate or Administrator. The use of automated software or unauthorized computer programs to participate in Sponsor's Promotion is prohibited. Sponsor reserves the right to disqualify any individual found or suspected of, tampering with the process, or the operation of this Promotion, or interferes with the proper entry of this Promotion, 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 will be disqualified. Failure to comply with these Official Rules and the decisions made by the Sponsor may result in an individual being disqualified from the Promotion. **WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT A PARTICIPANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER WITH OR VANDALIZE THIS PROMOTION OR INTERFERE WITH THE OPERATION OF THE PROMOTION, 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**

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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.

7. **Prize Winner Verification:** All Prize Winners are subject to verification at any time and for any reason. In Sponsor's sole discretion, Sponsor reserves the right to verify the eligibility of any Prize Winner, in addition a Store associate reserves 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 Store associate (including without limitation, government issued photo identification) to receive a prize in this Promotion. In the event that for any reason whatsoever there is a dispute regarding the determination of Prize Winners and the distribution of Promotional Cards, Sponsor, nor Store associates shall have an obligation to advise any person why and how it was determined who the Prize Winners are at a participating Store.

8. **General Promotion Information:** In the event a Prize Winner is found to be in violation of these Official Rules, Prize Winner 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 retail value (the "RV") of the prize listed on his or her Promotional Card. Sponsor shall have the absolute right to determine if an individual is a Prize Winner and is in compliance with these Official Rules. If it is determined that an individual is not in compliance with these Official Rules the individual will be disqualified as a Prize Winner and ineligible to claim a prize. False or deceptive acts, including misrepresentation of age, shall render such person as ineligible to receive a prize. Sponsor assumes no liability for persons participating in the Promotion that violate these Official Rules. Sponsor is not responsible for any person who is lost, late or was misdirected, nor is Sponsor responsible for any errors, omissions, interruptions or delays in operation of the Promotion. In the event of a conflict between these Official Rules and the Sponsor's Privacy Policy, to the extent it applies, the Official Rules will control.

9. **Publicity Rights:** By accepting a prize, Prize Winner agrees to allow Sponsor and/or a representative acting on Sponsor's behalf the perpetual right to use Prize Winner's geographic information, photos, videos and/or likeness, and statement for promotion, 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 Promotion without notice to Prize Winner, without credit and without compensation or obligation except where prohibited by law. Prize Winners grant Sponsor the ability in its sole discretion to announce the names or any identifiable information of a Prize Winner on its Facebook page, Twitter page, Instagram page, Website, or in any other form of public communication

10. **Prize Description:** A total of one hundred (100) prizes with a total retail value of eight hundred twenty dollars (\$820) will be given away at each participating Store. See chart below for breakdown of prizes being distributed. Prize Winners must accept the prize being awarded or prize may be forfeited and may be awarded to alternate Prize Winner. Certain restrictions and terms and conditions apply to prizes. Prizes must be redeemed by 12/24/16, see back of Promotional Card for terms and restrictions. After 12/24/16 prizes have no value. Prizes are non-transferable in whole or in part except at the discretion of the Sponsor. No substitution or cash redemptions. Prize Winners 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 participating in the Promotion or being awarded and receiving and using a prize.

Number of Prizes Per Store	Prize Description Per Store	RV of Prizes Per Store
1	One (1) Prize Winner will receive a Promotional Card with a value of one hundred dollars (\$100) with an expiration date of 12/24/16.	One hundred dollars (\$100)
5	Five (5) Prize Winners will receive a Promotional Card with a value of fifty dollars (\$50) with an expiration date of 12/24/16.	Two hundred fifty (\$250)
94	Ninety four (94) Prize Winners will receive a Promotional Card with a value of five dollars (\$5) with an expiration date of 12/24/16.	Four hundred seventy dollars (\$470)

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11. **Requirements of Prize Winners:** Prize Winners must continue to comply with the Official Rules; and winning is contingent upon abiding to the Official Rules and fulfilling all of Sponsor's instructions. Prize Winners accept and will be bound to the terms and conditions of these Official Rules and to any instructions given by Sponsor. Prize Winner may be disqualified from the Promotion, and the Prize Winner required to forfeit his or her prize and an alternate Prize Winner may be selected if a Prize Winner: a) declines or cannot accept, receive or use the prize or any component of the prize for any reason; or b) does not meet eligibility requirements or fails to comply with these Official Rules. If Prize Winner is disqualified, or if Prize Winner is unable to accept the prize as stated for any reason whatsoever, the prize will be forfeited without compensation of any kind.
12. **Release and Limitations of Liability: BY PARTICIPATING IN THIS PROMOTION INDIVIDUALS, 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 INDIVIDUALS, AND CLAIMS ARISING OUT OF OR RELATING TO PARTICIPATION IN PROMOTION, ACCEPTANCE, RECEIPT, POSSESSION OR USE/MISUSE OF ANY PRIZE, OR ANY PUBLICITY OR OTHER PUBLIC EXPOSURE OF A PRIZE WINNER, INCLUDING WITHOUT LIMITATION, CLAIMS CONCERNING INFRINGEMENT OR INVASION OF PRIZE WINNER'S PRIVACY OR PUBLICITY RIGHTS, OR DEFAMATION, OR ACTS UNDERTAKEN IN PREPARATION FOR, OR PARTICIPATION IN, THE PROMOTION, 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 PARTICIPATION 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 PROMOTION OR PRIZE RELATED ACTIVITIES.** The Released Parties shall not have any obligation, responsibility or liability, including but not limited to any responsibility to award any prize to Individuals, with regard to: (1) individuals who do not comply with or violate these Official Rules; (2) individuals who are lost, late, unable to visit the Store during its Promotion Period or, for errors, interruptions, or delays in operations, in each case whether arising by way of technical or other failures or malfunctions; (3) any errors or omissions in any transmission or communication of the Store's Promotion; (4) Any technical or human errors resulting in errors of printing of Promotional Cards, Promotion offer, administration, distribution of Promotional Cards, determination of Prize Winners, or random distribution of prize values on Promotional Cards, or any errors of any kind that may result in the selection of a Prize Winner; (5) Individuals who have committed fraud or deception in participating in the Promotion 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; and (9) Any Individual, Prize Winner or any other person for any damage to his or her person or personal belongings. Individuals participating in the Promotion and Prize Winners acknowledge they will release and hold harmless Released Parties from any liabilities, and for but not limited to any claims or causes of action based on participation or lack of participation in the Promotion, 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 Promotion for any reason whatsoever. If for any reason whatsoever the Promotion (in whole or in part) is not capable of running as planned due to but not limited to, 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 Promotion, the discretion of only the Sponsor, reserves the right to cancel, modify, suspend or terminate the Promotion and determine Prize Winners (if possible) Sponsor deems as fair and equitable.
13. **Disputes:** Except where prohibited, by participating, Individuals, Prize Winners agree that all issues and questions concerning the construction, validity, interpretation, administration, and enforceability of the Official Rules, or the rights and obligations of an Individual, 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 Promotion, 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; (3) under no circumstances will any Individual or 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 participating in the Promotion, all participants agree to be subject to jurisdiction in the Federal and State court of Georgia and agree that all disputes relating in any way to this Promotion must be resolved in the courts of Georgia. Individuals and Prize Winners agree not to raise the defense of forum non conveniens.

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14. **Tax Information:** The value of a prize may be taxable as income to a Prize Winner. Prize Winners are solely responsible, at their 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.
15. **Privacy Statement:** Sponsor's privacy policy can be accessed by visiting [http://www.carters.com/privacy_or
http://oshkosh.com/privacy/privacy-policy.html](http://www.carters.com/privacy_or_http://oshkosh.com/privacy/privacy-policy.html).
16. **Official Rules:** For a copy of Official Rules visit the Customer Service Desk at a participating store or visit www.carters.com/dashintowin or www.oshkosh.com/dashintowin. In the event of a conflict between the Sweepstakes Spanish Official Rules vs. the Sweepstakes English Official Rules, the Sweepstakes English version of Official Rules will control.