

## Queen Creek, AZ Gift Card Giveaway 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 OR RESTRICTED BY LAW.**

**GIVEAWAY IS ONLY OPEN TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES, THE DISTRICT OF COLUMBIA AND PUERTO RICO. DO NOT ENTER THIS GIVEAWAY IF YOU ARE NOT A LEGAL RESIDENT OF, ONE (1) OF THE FIFTY (50) UNITED STATES, THE DISTRICT OF COLUMBIA OR PUERTO RICO.**

**1. Eligibility and Participation:** Gift Card Giveaway (the "Giveaway") is open only to legal residents of the fifty (50) United States, the District of Columbia, and Puerto Rico and who are eighteen (18) years of age or older at time of participation. 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 Giveaway is subject to all applicable federal, state and local laws and regulations. By participating in this Giveaway or attempting to participate into the Giveaway, each person agrees and acknowledges he or she has met the Giveaway 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 Giveaway.

**2. Sponsor:** 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.

**3. Timing:** The Giveaway begins on 1/18/2025, on or about 10:00 AM Mountain Standard Time and ends the same day when the Store (defined below) closes (the "Giveaway Period"). Sponsor's clock is the official time-keeping device in this Giveaway.

**4. How to Enter:** No Purchase Necessary to Enter. To enter a person must visit the Carter's Children Clothing store, located at 21198 South Ellsworth Loop Road, Suite 102, Queen Creek, AZ 85142 (the "Store") during the Giveaway Period and be one of the first fifty (50) people to cross the Carter's Store threshold. It is the sole discretion of Sponsor and/or a Store employee of Sponsor to determine who the first fifty (50) people are to cross the threshold of the Store during the Giveaway Period. The first fifty (50) eligible people who have crossed the Store's threshold during the Giveaway Period will be considered a Prize Winner. Each Prize Winner at the Store will be randomly given a Carter's/OshKosh B'gosh gift card with a value described below. In the event fifty (50) people do not cross the Store's threshold during the Giveaway Period any remaining prizes that are not awarded during the Giveaway Period may be distributed after the Giveaway Period, at random, and at the sole discretion of Sponsor and/or a store employee of Sponsor.

**5. Odds of Receiving a Carter's/OshKosh B'gosh Gift Card:** Odds of being a Prize Winner will depend upon the number of people that cross the Store's threshold during the Giveaway Period.

**6. General Giveaway Information:** There is a limit of one (1) prize per person. 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 approximate retail value of the prize listed in these Official Rules. False or deceptive acts, including misrepresentation of age, shall render such person as ineligible to receive a prize. An Entrant may be required to produce proof of address, and/or birth date. Entrant grants to Sponsor, or any representative acting on behalf of Sponsor the right to use all information related to the Giveaway, for marketing purposes, administration of Giveaway, or any other purpose Sponsor believes may be of interest to Entrant about products and services offered

by Sponsor, unless prohibited by law. Sponsor assumes no liability for persons participating in the Giveaway that violate these Official Rules. Sponsor shall have the absolute right to determine if a person is an Entrant and follows these Official Rules. If it is determined that an Entrant is not in compliance with these Official Rules the Entrant will be disqualified. In Sponsor's sole discretion, Sponsor reserves the right to verify the eligibility of any Entrant. If for any reason whatsoever there is a dispute regarding the determination of an Entrant, Sponsor shall have no duty to advise any person why it was determined who the first fifty (50) people were to cross over the threshold of the store during the Giveaway Period. 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 Giveaway. 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.

**7. 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 biographical information, email address, 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 Giveaway 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.

**8. Prize Description:** The chart below shows the number of prizes, prize descriptions and RV of all prizes. 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 may apply to prizes. 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 component thereof) of equal or greater value for any reason whatsoever. 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 Giveaway or being awarded and receiving and using a prize. 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.

**9. Requirements of Prize Winners:** Prize Winner may be disqualified from the Giveaway, 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 the Prize Winner is disqualified, or unable to accept the prize as stated for any reason, it will be forfeited without compensation. 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 by the terms and conditions of these Official Rules and to any instructions given by Sponsor. All gift cards will randomly be distributed.

| Prize Description                       | Number of Winners | ARV of each Prize |
|---|-------------------|-------------------|
| \$100 Carter's/OshKosh B'gosh Gift Card | 1                 | \$100             |
| \$50 Carter's/OshKosh B'gosh Gift Card  | 2                 | \$50              |
| \$20 Carter's/OshKosh B'gosh Gift Card  | 2                 | \$20              |

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| \$10 Carter's/OshKosh B'gosh Gift Card | 45 | \$10 |
|--|----|------|

**10. General Conditions:** Failure to comply with these Official Rules and the decisions made by the Sponsor may result in the Entrant being disqualified from the Promotion. Any Entrant who does not participate in the Promotion using an authorized, legitimate channel, or is not in compliance with these Official Rules, will be disqualified. Sponsor reserves the right to disqualify any person found or suspected of, tampering with the entry process, or the operation of this Promotion, acting in violation of these Official Rules, acting in a non-sportsmanlike or disruptive manner, or acting with intent to annoy, abuse, threaten, or harass any other person. Any Entrant who attempts to enter the Promotion with multiple identities or uses any means to enter Promotion that is not in accordance with the process for participation in the Promotion, or interferes with the proper entry of this Promotion will be disqualified. WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, 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 PERMITTED BY LAW. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

**11. Release and Limitations of Liability:** BY PARTICIPATING IN THIS GIVEAWAY ATTEMPTED ENTRANTS, ENTRANTS, PRIZE WINNERS, AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS SPONSOR, 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 ATTEMPTED ENTRANT AND 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 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 Entrants, 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 Giveaway 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 Giveaway; (4) Any technical or human errors resulting in errors of printing of Giveaway offer, administration, determination of Entrants or, determination of Prize Winners, or random distribution of prizes, or any errors of any kind that may result in the selection and notification of an Entrant and/or Prize Winner; (5) Entrants who have committed fraud or deception in 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 of an Entrant; and (9) Any attempted Entrant, Entrant, Prize Winner or any other individual for any damage to his or her person or personal belongings. Attempted Entrant, Entrant, and Prize Winner 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 participation or lack of participation in the Giveaway, 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, 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 Winners ( if possible) Sponsor deems as fair and equitable.

**12. Disputes:** Except where prohibited, by participating, Attempted Entrant, Entrant, 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 Attempted Entrant, 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 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 Attempted Entrant, 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 court of Georgia and agree that all disputes relating in any way to this Giveaway must be resolved in the courts of Georgia. Attempted Entrants, Entrants and Prize Winners agree not to raise the defense of forum non convenience.

**13. Privacy Statement:** Sponsor's privacy policy can be accessed by visiting <http://www.carters.com/privacy>. Official Rules: For a copy of Official Rules visit the Customer Service Desk at the Store or visit <https://www.carters.com/queencreek>.