

## Carter's Wonderful Weeks of Giveaways Official Rules

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Eligibility:** Carter's Wonderful Weeks of Giveaways (the "Sweepstakes") 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 old at the time of entry. Employees of The William Carter Company ("Carter's"), LaForce, LLC, Pajama Program, Inc., Merkle Inc., and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules. Sponsor's and Administrator's decisions are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor:** The William Carter Company, 3438 Peachtree Rd NE Ste 1800 Atlanta, GA 30326.  
**Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

**3. Timing:** The Sweepstakes begins on November 9, 2020 at 12:00 a.m. Eastern Time ("ET"), ends on December 6, 2020 at 11:59 p.m. ET (the "Promotion Period") and consists of three (3) separate phases (each a "Phase"), as outlined below:

Phase	Start Date at 12:00 a.m. ET	End Date at 11:59 a.m. ET	Approximate Drawing Date
Phase 1: Virtual PJ Party	November 9, 2020	November 19, 2020	November 20, 2020
Phase 2: Daily egift card giveaway	November 20, 2020	November 27, 2020	(see below table)
Phase 3: Virtual Baking/Cooking Event	November 28, 2020	December 6, 2020	December 7, 2020

Phase 2 begins on November 20, 2020 at 12:00 a.m. ET, ends on November 27, 2020 at 11:59 p.m. ET, and consists of eight (8) daily entry periods (each a "Daily Entry Period"), as outlined below.

Daily Entry Period	Start Date at 12:00 a.m. ET	End Date at 11:59 a.m. ET	Approximate Drawing Date
1	November 20, 2020	November 20, 2020	November 23, 2020
2	November 21, 2020	November 21, 2020	November 23, 2020
3	November 22, 2020	November 22, 2020	November 23, 2020
4	November 23, 2020	November 23, 2020	November 24, 2020
5	November 24, 2020	November 24, 2020	November 25, 2020
6	November 25, 2020	November 25, 2020	November 30, 2020
7	November 26, 2020	November 26, 2020	November 30, 2020
8	November 27, 2020	November 27, 2020	November 30, 2020

Administrator's computer is the official time-keeping device for the Sweepstakes.

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

**Phase 1:** During Phase 1, visit [www.cartersholidays.com](http://www.cartersholidays.com) and follow the links and instructions to complete and submit the registration form including a valid email address (first visit only). You automatically will receive one (1) entry into the Sweepstakes. On subsequent visits, follow the links and instructions to log in. You will receive one (1) entry into the Sweepstakes.

During Phase 1, after you have registered or logged in, follow the links and instructions to click on the button to learn more about the Pajama Program. After clicking to visit Pajama Program, you will automatically receive one (1) additional entry into the Sweepstakes.

**Phase 2:** During Phase 2, visit [www.cartersholidays.com](http://www.cartersholidays.com) and follow the links and instructions to complete and submit the registration form including a valid email address (first visit only). You automatically will receive one (1) Sweepstakes entry into the applicable Daily Entry Period drawing. On subsequent visits, follow the links and instructions to log in. You will receive one (1) Sweepstakes entry into the applicable Daily Entry Period drawing.

**Phase 3:** During Phase 3, visit [www.cartersholidays.com](http://www.cartersholidays.com) and follow the links and instructions to complete and submit the registration form including a valid email address (first visit only). You automatically will receive one (1) entry into the Sweepstakes. On subsequent visits, follow the links and instructions to log in. You will receive one (1) entry into the Sweepstakes.

**Limit:** You may enter one (1) time per day during each Phase of the Promotion Period; you may earn one (1) additional Sweepstakes entry during Phase 1 for clicking on the button to learn more information about the Pajama Program. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate in this Sweepstakes is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

**5. Prize Drawings:** Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Phase 1 and Phase 3: Administrator will randomly select the Sweepstakes winners from all eligible entries received during each applicable Phase on or around the date outlined in the table in Section 3. Phase 2: Administrator will randomly select the potential Daily Entry Period Sweepstakes winners from all eligible entries received during each applicable Daily Entry Period on or around the date outlined in the table in Section 3. Non-winning Daily Entry Period entries will carry over to subsequent Daily Entry Periods. Non-winning Phase entries will not carry over to subsequent Phases. The potential winners will be notified by email. Each potential Phase 1 Grand Prize winner (or parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return a Waiver and Release (where not prohibited) which must be received by Administrator within three (3) days of the date notice or attempted notice is sent, in order to claim the prize. Each potential Phase 3 Grand Prize winner (or parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return a Waiver and Release (where not prohibited) which must be received by Administrator within twenty-four (24) hours of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner of any prize cannot be contacted, fails to sign and return the Waiver and Release or provide any other requested information within the required time period (if applicable), or the prize is returned as undeliverable, the potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential Phase 1 Grand Prize or Phase 3 Grand Prize winner is disqualified for any reason or forfeits the prize, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Up

to three (3) alternate drawings will be held, time permitting, after which the prize will remain un-awarded. Unclaimed Phase 1 First prizes, Phase 2 Prizes, and Phase 3 First Prizes will not be awarded.

## **6. Prizes:**

**Phase 1:** ONE HUNDRED (100) PHASE 1 GRAND PRIZES: One (1) entry code to attend a Virtual PJ Party Event which includes a bedtime story read by our special hosts (as determined by Sponsor in its sole discretion). Exact date and time of event will be provided to winners via email. Approximate Retail Value ("ARV"): \$50.00. THREE HUNDRED (300) PHASE 1 FIRST PRIZES: A \$10 Carter's egift card Terms and conditions apply. ARV: \$10. Odds of winning a prize depend on the number of eligible entries received during Phase 1. Total ARV of all Phase 1 prizes: \$8,000.

**Phase 2:** EIGHT HUNDRED (800) PHASE 2 PRIZES (one hundred (100) awarded per Daily Entry Period): A \$25 Carter's egift card Terms and conditions apply. ARV: \$25. Odds of winning a prize depend on the number of eligible entries received during the applicable Daily Entry Period. Total ARV of all Phase 2 prizes: \$20,000.

**Phase 3:** ONE HUNDRED (100) PHASE 3 GRAND PRIZES: One (1) entry code to attend a Virtual Baking Party where our special host will share their favorite holiday recipe. Exact date and time of event will be provided to winners via email. ARV: \$50.00. THREE HUNDRED (300) PHASE 3 FIRST PRIZES: A \$10 Carter's egift card. Terms and conditions apply. ARV: \$10. Odds of winning a prize depend on the number of eligible entries received during Phase 3. Total ARV of all Phase 3 prizes: \$8,000.

For All Prizes: Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Limit: one (1) prize per person during the Promotion Period.

**7. Release:** By receipt of any prize, winners agree to release and hold harmless Sponsor, LaForce, LLC, Pajama Program, Inc., Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

**8. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

**9. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Sweepstakes, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Sweepstakes, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance and may modify the prizes offered herein. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent

permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**10. Limitations of Liability:** The Released Parties are not responsible for: (1) 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 Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) 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 Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

**11. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

**12. Entrant's Personal Information:** Information collected from entrants is subject to Sponsor's Privacy Policy <https://www.carters.com/privacy/privacy-policy.html>.

**13. Winner List:** For a winner list, visit <https://bit.ly/3jAVRju>. The winner list will be posted after winner confirmation is complete.

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