

Christmas in July Official Rules

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

SWEEPSTAKES 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 ENTER THIS SWEEPSTAKES IF YOU ARE NOT PHYSICALLY LOCATED IN AND A LEGAL RESIDENT OF, ONE (1) OF THE FIFTY (50) UNITED STATES, THE DISTRICT OF COLUMBIA, UNITED STATES TERRITORIES (INCLUDING APO/FPO MILITARY ADDRESSES) OR PUERTO RICO. AN ENTRANT MUST BE EIGHTEEN YEARS (18) OF AGE OR OLDER, OR THE AGE OF MAJORITY IN HIS OR HER JURISDICTION OF RESIDENCE, WHICHEVER IS GREATER, AS OF THE DATE OF HIS OR HER PARTICIPATION AND ENTRY. EACH ENTRANT HEREBY REPRESENTS AND WARRANTS THAT SUCH ENTRANT HAS READ THESE OFFICIAL RULES AND AGREES TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT (SO READ THEM CAREFULLY BEFORE ENTERING). THIS CONTRACT INCLUDES, WITHOUT LIMITATION, GRANTS OF RIGHTS AND INDEMNITIES TO THE SPONSOR FROM ENTRANT AND A LIMITATION OF ENTRANT'S RIGHTS AND REMEDIES. IF ENTRANT IS NOT AT LEAST EIGHTEEN (18) YEARS OF AGE OR OLDER, OR THE AGE OF MAJORITY IN HIS OR HER JURISDICTION OF RESIDENCE, WHICHEVER IS GREATER AND/OR IF ENTRANT DOES NOT AGREE TO THESE OFFICIAL RULES DO NOT ENTER THIS SWEEPSTAKES. ALL INTERPRETATIONS OF THESE OFFICIAL RULES AND DECISIONS BY SPONSOR OR ADMINISTRATOR ARE FINAL.

NOTICE REGARDING DISPUTE RESOLUTION: THESE OFFICIAL RULES CONTAIN PROVISIONS THAT GOVERN HOW CLAIMS YOU AND CARTER'S HAVE AGAINST EACH OTHER ARE RESOLVED (SEE "DISPUTES" SECTION BELOW), INCLUDING AN OBLIGATION TO ARBITRATE DISPUTES, WHICH WILL, SUBJECT TO LIMITED EXCEPTIONS, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING ARBITRATION, UNLESS YOU OPT-OUT IN ACCORDANCE WITH THE "DISPUTES" SECTION BELOW.

- 1. Eligibility and Participation:** Christmas in July (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 (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. This Sweepstakes and any web sites, web pages, and advertisements relating thereto are intended for viewing only within the eligible geographic area. Entries received from individuals residing outside the eligible geographic area, or where restricted or prohibited by law or individuals who are not legal residents of an eligible geographic area will be disqualified. 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 Sweepstakes, 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 Sweepstakes is subject to all applicable federal, state and local laws and regulations. By participating in this Sweepstakes and entering or attempting to enter into the Sweepstakes, Entrant agrees and acknowledges that: a) he or she has read and understands these Official Rules; b) he or she has met these Sweepstakes eligibility requirements; c) he or she unconditionally accepts and agrees to be bound by these Official Rules and the decisions of the Sponsor and Administrator, which are final and binding in all matters related to the Sweepstakes; d) he or she waives any right to claim ambiguity in this Sweepstakes or these Official Rules; and e) winning and receiving a prize is contingent upon compliance of these Official Rules and fulfilling all requirements.
- 2. 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., 980 Walnut Street, Pittsburgh, PA 15234. The Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes are final and binding in all matters related to the Sweepstakes

3. **Timing:** The Sweepstakes begins on July 25, 2022 on or about 12:01 a.m. Eastern Time ("ET") and ends on July 25, 2022 at 11:59 p.m. ET (the "Sweepstakes Period"). The Sponsor is the official time keeper for the Sweepstakes.
4. **How to Enter Sweepstakes:** To enter during the Sweepstakes Period visit www.caters.com/ChristmasinJulyand follow the online instructions to complete and successfully submit an online form. Entrant must complete the online form with Entrant's full name, valid email address, and check the box, "I agree to the terms and conditions of the Official Rules. When you complete a website entry form you will automatically receive one entry into the Sweepstakes. Limit of one (1) entry per person for the entire Sweepstakes.

All entries and Entrants are subject to verification at any time and for any reason. The Sponsor and Administrator reserve 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 Sponsor and Administrator (including without limitation, government issued photo identification) to participate in this Sweepstakes.

Entrants are not permitted to use another person's identity or another person's email address or mobile number, nor can an entrant share the same email address or mobile number to enter the Sweepstakes. If a person is found using another person's identity or email address or mobile number, he or she will be disqualified and ineligible to claim any prize. In case of a dispute as to the identity of an Entrant, entry will be considered to have been made by the authorized account holder of the email address or mobile number identified with the entry submission, regardless of the person that submitted the entry. 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 ARV of the prize listed in these Official Rules.

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 Sweepstakes. Proof of sending an entry will not be deemed to be proof as a full submission entry nor will it be deemed proof of receipt by Sponsor or Administrator.
6. **Limitations, Non-Authorized Means of Entry and Tampering:** There is a limit of one prize per household. An entry obtained outside of an authorized, legitimate channel of method of entry as described in these Official Rules will be disqualified from Sweepstakes. Entrants are not permitted to use any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt this Sweepstakes. If it is suspected or discovered by the Sponsor or Administrator (using any evidence or other information made available to or otherwise discovered by Sponsor or Administrator) that any person has attempted, or has used any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt this Sweepstakes; then he or she may be disqualified from the Sweepstakes in the sole and absolute discretion of the Sponsor or Administrator. The use of automated software or unauthorized computer programs to register for Sponsor's Sweepstakes is prohibited. Sponsor reserves the right to disqualify any person found or suspected of, tampering with the entry process, or the operation of this Sweepstakes, or interferes with the proper entry of this Sweepstakes, 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. WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER WITH OR VANDALIZE THIS SWEEPSTAKES OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, 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 or Administrator to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

7. **Drawing Date and Number of Prize Winners:** On or about 7/29/2022 Administrator will conduct a random drawing to select five (5) grand prize winners. Limit of one prize per person.
8. **Odds of Winning:** Odds of winning will depend upon the number of eligible entries received during the Sweepstakes Period.
9. **Additional Sweepstakes Entry Conditions:** Once an entry is submitted, it cannot be deleted, canceled or modified by an Entrant. Entrant grants to Sponsor, or any representative acting on behalf of Sponsor the right to use all information related to the Sweepstakes, for marketing purposes, administration of Sweepstakes, 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 any entries submitted into the Sweepstakes that violate these Official Rules. Sponsor is not responsible for any changes in an Entrant's contact information nor is Sponsor or Administrator responsible for the inability of a potential prize winner to receive notification by Sponsor or Administrator. If for any reason whatsoever data is not available to contact a potential prize winner, his or her entry will become null and void and the potential prize winner will be disqualified from the Sweepstakes.
10. **License to Use Submitted Materials and Sponsor's Rights to Entries:** By participating and submitting an entry, Entrant agrees that Entrant's entry submission is gratuitous and is made without restriction and will not place Sponsor under any obligation that Sponsor is free to disclose the entry on a non-confidential basis to anyone, without any compensation to Entrant. Entrant further grants to Sponsor and its affiliated companies the unconditional and perpetual right and permission to copyright, reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use the entry (with or without Entrant's name) in any media now known or later developed throughout the world for any purpose, without limitation, and without additional review, compensation, or approval from Entrant or any other party on Entrant's behalf. In addition by submitting an entry, Entrant, forever waives any rights of copyrights, privacy rights, and any other legal or moral rights in the entry that may preclude Sponsor or its affiliated companies use of the entry, or require Entrant's permission for the Sponsor or its affiliated companies to use the entry. Entrant acknowledges that Sponsor is in no way obligated to broadcast, post, publish, or use Entrant's entry in any way. Entries become the sole property of the Sponsor and may not be acknowledged or returned. Entrants and prize winners acknowledge and agree their entries become the property of the Sponsor, which thereby has the right to promote and otherwise use the entries in any way Sponsor sees fit as permitted by law.
11. **Prizes:**

Five (5) grand prize winners will be selected. Each grand prize winner will receive a full set of Carter's holiday jammies for up to 10 family members. Patterns and sizes are subject to availability. Prize will be fulfilled approximately 6-8 weeks after winner verification is complete. The approximate retail value ("ARV") of each grand prize is \$250. Any difference between the stated ARV and the actual value of a prize will not be awarded to a prize winner. Prize winner must accept the prize being awarded or prize may be forfeited and may be awarded to alternate prize winner. Terms and conditions may apply to claiming a prize. 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 winner 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 and/or prize winner participating in the Sweepstakes or being awarded and receiving and using a prize. Prizes will not be shipped to P.O. Boxes; a prize winner must provide Sponsor with a physical address to ship his or her prize. Shipped prizes will not be insured. Sponsor nor Administrator will assume any liability for a lost, damaged or misdirected prize. Prizes cannot be returned or exchanged. Prizes will be awarded "as is" with no warranty or guarantee, Sponsor nor Administrator have made nor in any manner are responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize thereof, including but not limited to its quality, condition, appearance, safety or performance.
12. **Potential Prize Winner Notification and Requirements to Become a Prize Winner:** Prize winner will be considered to be potential prize winner until Administrator confirms his or her prize winner status. Entrant grants Sponsor the ability in its sole discretion to announce the names or any identifiable information of an Entrant/potential prize winner on its Website, or in any other form of public communication. Administrator will notify the potential prize winners by email. In the event it

is determined that there are multiple prize winners from the same household regardless if a potential prize winner has been declared a prize winner, the first potential eligible prize winner to respond to the notification will be declared the prize winner from that household, provided he or she has met the eligibility requirements and agrees to be bound to these Official Rules. In the event the potential prize winner fails to adhere to Sponsor's or Administrator's notifications or any instructions given by Sponsor or Administrator, the potential prize winner may be disqualified from the Sweepstakes and ineligible to claim a prize or receive any type of compensation. In Sponsor's or Administrator's sole discretion, a selected entry of a potential prize winner will be disqualified from the Sweepstakes and not eligible to receive a prize if a potential prize winner: a) is unreachable or unresponsive to notification or attempted notification within 3 days of notification, unless another time is stated in the notification; or b) declines or cannot accept, receive or use the prize or any component of the prize for any reason; or c) does not meet eligibility requirements; or d) has failed to comply with these Official Rules; or e) submits a response after the allocated response by date. If a potential prize winner or a declared prize winner is disqualified from the Sweepstakes for any reason whatsoever, he or she will be required to forfeit the prize without compensation of any kind. Sponsor and Administrator reserve the right to modify the notification process. Prize winners must continue to comply with the Official Rules and receiving a prize is contingent upon abiding and accepting the Official Rules and fulfilling all of Sponsor's or Administrator's instructions.

13. **Entrant and Prize Winner Release of Publicity Rights:** By entering Sweepstakes 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 Sweepstakes, 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 Sweepstakes without notice to prize winner, without credit and without compensation or obligation except where prohibited by law.
14. **Compliance to Official Rules:** BY SUBMITTING AN ENTRY, ENTRANT AGREES THAT SUCH ENTRY COMPLIES WITH ALL THE TERMS AND CONDITIONS STATED IN THESE OFFICIAL RULES. THE RELEASED PARTIES (DEFINED BELOW) WILL BEAR NO LEGAL LIABILITY REGARDING THE USE OF ANY ENTRY ENTRANT SUBMITS. THE RELEASED PARTIES SHALL BE HELD HARMLESS BY ENTRANT IN THE EVENT IT IS SUBSEQUENTLY DISCOVERED ENTRANT HAS DEPARTED FROM OR NOT FULLY COMPLIED WITH ANY OF THESE OFFICIAL RULES. By submission of an entry, Entrant warrants and represents: (i) the entry is Entrant's sole property; (ii) Entrant has full authority to submit the entry; (iii) the entry does not infringe on any trademark, copyright, privacy, or other rights of any other party; and (iv) he or she has met these Sweepstakes eligibility requirements and unconditionally accepts and agrees to be bound by these Official Rules and the decisions of the Sponsor and Administrator.
15. **Release and Limitations of Liability:** BY PARTICIPATING IN THIS SWEEPSTAKES 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 SWEEPSTAKES, 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 SWEEPSTAKES PROMOTION OR ANY SWEEPSTAKES PROMOTION OR PRIZE RELATED ACTIVITIES. ENTRANT ASSUMES LIABILITY FOR INJURIES CAUSED OR CLAIMED TO BE CAUSED BY PARTICIPATING IN THE SWEEPSTAKES, 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 Sweepstakes offer, administration of Sweepstakes, potential prize winner Sweepstakes notification, announcement of Sweepstakes 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 Sweepstakes 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, prize winner acknowledges 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 Sweepstakes for any reason whatsoever. If for any reason whatsoever the Sweepstakes (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 Sweepstakes, the discretion of only the Sponsor, reserves the right to cancel, modify, suspend or terminate the Sweepstakes and determine prize winner from entries already received or as otherwise deemed fair and equitable by Sponsor.

16. **Disputes; Arbitration Agreement:**

Initial Dispute Resolution. Sponsor is available by email to address any concerns you may have regarding the Sweepstakes. Most concerns may be quickly resolved in this manner. The parties shall use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations which shall be a precondition to either party initiating a lawsuit or arbitration. Sponsor can be contacted at: Carter's Consumer Affairs, 206 State Street, Oshkosh, WI 54901; 888-782-9548; contactus@carters.com.

Terms Of Service And Binding Arbitration Agreement. If the parties do not reach an agreed upon solution within a period of thirty (30) days from the time informal dispute resolution is pursued pursuant to the "—Initial Dispute Resolution" section above, then either party may initiate binding arbitration. All claims arising out of or relating to the Sweepstakes (including its performance and breach), the parties' relationship with each other and/or your use of the Site shall be finally settled by binding arbitration administered by the American Arbitration Association on a non-confidential basis in accordance with the provisions of its Commercial Arbitration Rules and the supplementary procedures for consumer related disputes of the American Arbitration Association (the "AAA"), excluding any rules or procedures governing or permitting class actions. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms including, but not limited to any claim that all or any part of these Terms are void or voidable. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The procedures and rules of the Federal Arbitration Act shall exclusively govern the interpretation and enforcement of this arbitration provision and the parties hereby reject, waive, and disclaim the application of any state arbitration act.

The AAA's rules governing the arbitration may be accessed at www.adr.org or by calling the AAA at 1.800.778.7879. To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, Carter's will pay the additional cost. A request for payment of fees should be submitted to AAA along with your form for initiating the arbitration, and Carter's will make arrangements to pay all necessary fees directly to AAA. If the arbitrator finds the arbitration to be non-frivolous, we will pay

all of the actual filing and arbitrator fees for the arbitration, provided your claim does not exceed \$75,000. The arbitration rules also permit you to recover attorney's fees in certain cases.

The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

Class Action Waiver. The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

Exception — Small Claims Court Claims. Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

30 Day Right To Opt Out. You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth in the preceding paragraphs by sending written notice of your decision to opt-out to the address below under "How do I contact you?" The notice must be sent within thirty (30) days of entering the Sweepstakes or learning about the Sweepstakes (whichever is first), otherwise you shall be bound to arbitrate disputes in accordance with the provisions of this section. If you opt-out of these arbitration provisions, Carter's also will not be bound by them. If you do not opt out, but subsequently agree to these Terms again via a subsequent purchase or other agreement, you will have the ability to opt out again, but only for claims based on events after that subsequent agreement to the then operative version of these Terms.

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 Site and (b) any acts or omissions of Carter's in connection with these Terms and conditions or the Site.

17. **Severability and Headings:** If any provision of these Official Rules is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Official Rules and shall not affect the validity and enforceability of any remaining provisions. Headings are used in these Official Rules solely for convenience of reference and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof.
18. **Tax Information:** The value of a prize may be taxable as income to a prize winner. Prize winner is solely responsible, at his or her 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.
19. **Privacy Statement:** Sponsor's privacy policy can be accessed by visiting <https://www.carters.com/privacy/privacy-policy.html>.
20. **Winners List:** To obtain the prize winner list, send a self-addressed, stamped envelope to: Universal Promotions, Inc., 980 Walnut Street, Pittsburgh, PA 15234; Attn: Christmas in July - Winners List. Requests must be received within 60 days of the end of the Sweepstakes Period.