

12 Days of Giveaways! Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. SWEEPSTAKES IS VOID IN WHOLE OR PART WHERE PROHIBITED, TAXED OR RESTRICTED BY LAW. THE SWEEPSTAKES IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE, LOCAL LAWS AND REGULATIONS.

PRIOR TO ENTERING 12 DAYS OF GIVEAWAYS! (THE "SWEEPSTAKES"), PLEASE READ THESE OFFICIAL RULES AND TERMS AND CONDITIONS ("OFFICIAL RULES") OF THE SWEEPSTAKES. AN ENTRANT MUST AGREE TO ACCEPT AND COMPLY WITH THESE OFFICIAL RULES TO PARTICIPATE IN THE SWEEPSTAKES. BY ENTERING OR ATTEMPTING TO ENTER THE SWEEPSTAKES. AN ENTRANT 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 SWEEPSTAKES.

THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM OR FACEBOOK. ENTRANT UNDERSTANDS THAT HE OR SHE IS PROVIDING HIS OR HER INFORMATION TO SPONSOR AND NOT TO INSTAGRAM OR FACEBOOK.

- Eligibility and Participation:** 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, 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 Skip Hop, Inc. (the "Sponsor"), and its respective parents, affiliates, subsidiaries, distributors, sales representatives, advertising agencies 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.
- Sponsor and Administrator:** The Sponsor is Skip Hop, Inc., 50 West 23rd Street, 11th Floor, New York, NY 10010. 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.
- Timing:** The Sweepstakes begins on 12/4/19 at 10:00 a.m. Eastern Time ("ET") and ends on 12/15/19 at 11:59:59 p.m. ET (the "Sweepstakes Period"). The Sweepstakes Period is the overall timeframe of the Sweepstakes; within the Sweepstakes Period will be twelve (12) Promotion Periods, defined below. The Sponsor's computer clock is the official time-keeping device in this Sweepstakes. **Entries will NOT be carried over to subsequent Promotion Periods.**

Promotion Period	Start Date	End Date
1	12/4/19 at 10:00 AM ET	12/4/19 at 11:59:59 PM ET
2	12/5/19 at 12:00 AM ET	12/5/19 at 11:59:59 PM ET
3	12/6/19 at 12:00 AM ET	12/6/19 at 11:59:59 PM ET
4	12/7/19 at 12:00 AM ET	12/7/19 at 11:59:59 PM ET
5	12/8/19 at 12:00 AM ET	12/8/19 at 11:59:59 PM ET
6	12/9/19 at 12:00 AM ET	12/9/19 at 11:59:59 PM ET
7	12/10/19 at 12:00 AM ET	12/10/19 at 11:59:59 PM ET
8	12/11/19 at 12:00 AM ET	12/11/19 at 11:59:59 PM ET
9	12/12/19 at 12:00 AM ET	12/12/19 at 11:59:59 PM ET
10	12/13/19 at 12:00 AM ET	12/13/19 at 11:59:59 PM ET
11	12/14/19 at 12:00 AM ET	12/14/19 at 11:59:59 PM ET
12	12/15/19 at 12:00 AM ET	12/15/19 at 11:59:59 PM ET

- How to Enter Sweepstakes:** There are two (2) Methods of Entry. To enter the Sweepstakes via Instagram or Facebook Entry Method, an Entrant must follow the instructions stated below for each respective entry method. **BY PARTICIPATING IN AND ENTERING SWEEPSTAKES, ENTRANTS ACKNOWLEDGE AND GRANT SPONSOR THE RIGHT TO POST ENTRANT'S ENTRY ACROSS ANY OR ALL OF SPONSOR'S**

DIGITAL AND SOCIAL ASSETS, AT SPONSOR'S SOLE DISCRETION AND FOR AN UNLIMITED AMOUNT OF TIME AND WITHOUT ANY TYPE OF COMPENSATION. There is a limit of one (1) entry per Promotion Period per entry method.

- a. **Instagram Entry Method:** To enter the Sweepstakes during the Sweepstakes Period an Entrant must: a) access his or her Instagram account and ensure his or her account is set to public; b) be a follower of Sponsor's official Instagram page @skiphop throughout Sweepstakes Period and until prize winners are selected and finalized; and c) Look for the Skip Hop 12 Days of Giveaways post on Sponsor's Official Instagram Page (@skiphop), follow the online instructions to post a comment and tag one (1) friend (the "entry"). **It is the sole responsibility of an Entrant to gain permission from the individuals that the Entrant is tagging as friends and publicly posting those individuals' Instagram handles on Entrant's entry. Sponsor does not assume any responsibility or liability for any individuals tagged as friends on an Entrant's entry.** If an individual is not currently following Sponsor's Instagram page and wants to enter Sweepstakes via Instagram, he or she must go to <https://instagram.com/skip-hop/> and become a follower. If an individual does not have an Instagram account, he or she can sign up for free by visiting [instagram.com](https://www.instagram.com/) and following the instructions. An individual will be required to accept the terms and conditions of Instagram.
 - b. **Facebook Entry Method:** To enter the Sweepstakes during the Sweepstakes Period an Entrant must: a) access his or her Facebook account and ensure his or her account is set to public; b) be a follower of Sponsor's official Facebook page (<https://www.facebook.com/SkipHop/>) throughout Sweepstakes Period and until prize winners are selected and finalized; and c) Look for the Skip Hop 12 Days of Giveaways post on Sponsor's Official Facebook Page (<https://www.facebook.com/SkipHop/>), follow the online instructions to post a comment and tag one (1) friend (the "entry"). **It is the sole responsibility of an Entrant to gain permission from the individuals that the Entrant is tagging as friends and publicly posting those individuals' Facebook profile on Entrant's entry. Sponsor does not assume any responsibility or liability for any individuals tagged as friends on an Entrant's entry.**
 - c. To enter the Sweepstakes during the Sweepstakes Period, an Entrant must visit <https://www.facebook.com/SkipHop/> look for the Sweepstakes post and follow the instructions to post his or her entry. If an individual does not have a Facebook account, he or she can visit www.facebook.com and register in accordance with the registration instructions for a free Facebook account. An individual must accept and agree to comply with the terms and conditions of Facebook to create a free account.
5. **Entry Submission Guidelines & Restrictions:**
- a. **User Generated Terms and Conditions:** Entry must comply with Instagram's Terms and Conditions, Facebook's Terms and Conditions and comply with User Generated Content Legal Terms of Use ("UGC Terms"). UGC Terms can be found at https://dh.gy/F5_Ml.
 - b. **Permissions:** An Entrant must have written permission from any individual(s) he or she tags as a friend in his or her entry submission, unless Entrant is the parent or legal guardian of a child or children being tagged as a friend. If requested, Entrant must be able to produce such permissions or proof in form acceptable to Sponsor.
 - c. **Content:** Entry cannot contain any trademarks or logos other than from SkipHop. Entry cannot contain profanity, inappropriate or explicit language, pornographic, or sexual content, content promoting alcoholic beverage use, illegal drugs, tobacco, firearms, gambling, weapons, or hateful content of any kind (including racism, sexism etc.) nor can it contain any content that promotes violence or harm to another living creature, or any other offensive, obscene or inappropriate content. Entry cannot violate any applicable laws or promote any unsafe behavior. Entries cannot defame, misrepresent, or contain disparaging remarks about people or companies, including but not limited to Sponsor. Entries cannot communicate messages or images inconsistent with the positive images or goodwill to which Sponsor wishes to associate. Entries cannot promote a political agenda regardless of the political affiliation. Entries cannot contain executable programming of any kind, including but not limited to, any viruses, worms, Trojan horses, spyware, malware, time bombs, cancel bots or other malicious components that are designed to harm the functionality of a computer or communication device in any way.
6. **Entry Screening, Entrant Verification and Restrictions:** Sponsor reserves the right to screen entries, and in their sole discretion Sponsor reserves the right, to disqualify and remove any entry it deems as inappropriate, unacceptable or fails to adhere to these Official Rules. Sponsor is not obligated to notify Entrant of their actions to remove or disqualify any entry. Entrant agrees if his or her entry is contested in any manner for any reason whatsoever, Sponsor may disqualify that entry and discontinue use without notification and Entrant agrees if Entrant's entry is contested in any manner for any reason whatsoever not to contest the decision of Sponsor and that such decision shall be final. Entries posted on the Sponsor's Instagram page, Facebook page or any medium selected by Sponsor, solely represents the views and opinions of the Entrants and does not reflect the views and opinions of Sponsor in any manner. Sponsor is acting as a passive conduit for the posting and publication of entries and has no obligation to and expressly disclaims any and all liability in conjunction with screening, monitoring or reviewing the content of an entry. Sponsor makes no claim they will edit entries submitted by Entrants prior to posting them on Sponsor's Instagram page, Facebook page or any selected medium by Sponsor.

All entries and Entrants are subject to verification at any time and for any reason. Sponsor reserves the right, in their sole and absolute discretion, to require proof of compliance with these Official Rules, including without limitation, proof of identity or eligibility, in a form acceptable to Sponsor to participate in this Sweepstakes.

Entrants are not permitted to use another person's identity or another person's Email address, Instagram Account, or Facebook Account, nor can an Entrant share the same Email address, Instagram Account or Facebook Account to enter the Sweepstakes. If a person is found using another person's identity or Email address, Instagram or Facebook account he or she will be disqualified and ineligible to claim any prize. In case of a dispute as to the identity of an Entrant using the Instagram Entry Method or Facebook Entry Method, entry will be considered to have been made by the authorized account holder of the Instagram Account, or Facebook Account identified with the entry submission, regardless of the person that submitted the entry. In the event of a dispute regarding entries received from multiple Entrants using or having the same Instagram or Facebook Account the authorized account holder of the Instagram or Facebook Account at the time of entry submission will be deemed to be the Entrant. Sponsor reserves the right to deem that the entry was submitted by the authorized account holder of the Instagram or Facebook Account. "Authorized Account Holder" is defined as the natural person who is assigned to an Instagram account by Instagram or as the natural person who is assigned to a Facebook account by Facebook. 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 (the "ARV") of the prize listed in these Official Rules.

7. **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 the entry method instructions 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.
8. **Non-Authorized Means of Entry and Tampering:** An entry obtained outside of an authorized, legitimate channel of entry method 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 discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by Sponsor) 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. 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 to enforce any provision of these Official Rules shall not constitute a waiver of that provision.
9. **Promotion Period Drawing Dates, Prize Winners and Prizes:** Sponsor will conduct one random drawing for each Promotion Period (defined below) by combining eligible entries received from the Instagram Entry Method and Facebook Entry Method. **Entries will not be carried over from Promotion Period to Promotion Period and entries will be entered into a Promotion Period drawing based on the date and time of entry submission.** Prize winners must accept the prize being awarded or prize may be forfeited and may be awarded to alternate prize winner. Any difference between the stated ARV and the actual value of a prize will not be awarded to a 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 participating in the Sweepstakes or being awarded and receiving and using a prize. Prizes will be fulfilled within four (4) to six (6) weeks

after prize winner is finalized. The Sponsor shall not assume any liability for a lost, damaged or misdirected prize. Prizes cannot be returned or exchanged. Prizes are awarded “as is” with no warranty or guarantee, Sponsor has not made nor in any manner is 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. There is a limit of one (1) prize per household for the entire Sweepstakes.

Promotion Period	Drawing Date On or About	Number of Prize Winners	Prize Description	ARV of Prize	Total ARV of Prizes
1	12/17/19	12	Selfie Phones	\$10	\$120
2	12/17/19	11	Sleep Trainers	\$30	\$330
3	12/17/19	10	Black Hip Packs	\$40	\$400
4	12/17/19	9	Sloth Soft Soothers	\$40	\$360
5	12/17/19	8	Yeti	\$30	\$240
6	12/17/19	7	Ride Ons (choice of character Unicorn or Dog)	\$60	\$420
7	12/17/19	6	Infant Seats	\$60	\$360
8	12/17/19	5	Winter Zoo Packs, Mealtime Gift Sets, Straw Bottle (Mint Fox)	\$48	\$240
9	12/17/19	4	Linx Backpacks	\$100	\$400
10	12/17/19	3	Tropical Paradise Activity Gyms	\$90	\$270
11	12/17/19	2	Little Travelers Reversible Playmat	\$110	\$220
12	12/17/19	1	One of Everything! (Selfie Phone, Sleep Trainer, Black Hip Pack, Sloth Soft Soother, Yeti, Ride On, Infant Seat, Winter Zoo Pack, Mealtime Gift Set, Straw Bottle, Linx Backpack, Tropical Paradise Activity Gym, Little Travelers Reversible Playmat)	\$618	\$618

10. **Odds of Winning:** Odds of Winning will depend upon the number of eligible entries received during the respective Promotion Period.
11. **Additional Sweepstakes Entry Conditions:** 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 responsible for the inability of a potential prize winner to receive notification by Sponsor. 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.
12. **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, trademark rights, 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 and will not be returned. Entrants 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.
13. **Potential Prize Winner Notification and Requirements to Become a Prize Winner:** Prize winner will be considered to be potential prize winner until Sponsor confirms his or her prize winner status. Entrant acknowledges and grants Sponsor the ability in its sole discretion to announce the names or any identifiable information of a potential prize winner on its Website, or in any other form of public communication. Sponsor will notify the potential prize winners by Instagram or Facebook Direct Message (“DM”). DM will come from @skiphop and may include instructions the potential prize winner must complete before he or she can be declared a prize winner and

eligible to claim a prize. 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 Sponsor's DM instructions 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 DM instructions or any instructions, 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 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; 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 reserves 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 instructions.

14. **Prize Winner Release of Publicity Rights:** By accepting a prize, prize winner agrees to allow Sponsor or a representative acting on Sponsor's behalf the perpetual right to use prize winner's entry, geographical information or likeness and statement 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.
15. **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 does not infringe on any trademark, copyright, privacy, or other rights of any other party; and (ii) Entrant has met these Sweepstakes eligibility requirements and unconditionally accepts and agrees to be bound by these Official Rules and the decisions of the Sponsor.
16. **Release and Limitations of Liability: BY PARTICIPATING IN THIS SWEEPSTAKES ENTRANTS, PRIZE WINNERS, AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS SPONSOR, ADMINISTRATOR, THE WILLIAM CARTER COMPANY, INSTAGRAM, FACEBOOK 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 AWARDED, ACCEPTANCE, NOTIFICATION, POSSESSION, USE, MISUSE, LOSS OR MISDIRECTION OF ANY PRIZE OR RESULTING FROM PARTICIPATING OR INABILITY TO PARTICIPATE IN THIS SWEEPSTAKES 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 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 or Sweepstakes 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 of an entry; and (9) Any Entrant or any other person for damage to such person's computer or its contents or mobile device. Entrant 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.

17. **Disputes:** Except where prohibited, by participating, Entrant agrees that all issues and questions concerning the construction, validity, interpretation, administration, and enforceability of the Official Rules, or the rights and obligations of an Entrant and Sponsor shall be governed by and construed exclusively in accordance with the laws of the state of New York 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 Sweepstakes, 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; and (3) under no circumstances will any Entrant 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 Sweepstakes, all Entrants agree to be subject to jurisdiction in the Federal and State courts of New York and agree that all disputes relating in any way to this Sweepstakes must be resolved in the courts of New York. Entrants agrees not to raise the defense of forum non conveniens.
18. **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.
19. **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.
20. **Privacy Statement:** Sponsor's privacy policy can be accessed by visiting <https://www.skiphop.com/privacy/privacy-policy.html>.
21. **Winners List:** To obtain the prize winner list, email social.skiphop@carters.com to request 12 Days of Giveaways! Winners List. Email requests must be received by February 1, 2020.
22. **Official Rules:** For a copy of Official Rules visit <https://www.skiphop.com/12DaysRules.html>.