

Tanger Outlet Centers®
Retailer Back to School Sweepstakes
July 13 – July 19, 2022

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. MANY WILL ENTER; ONE WILL WIN.

1. ELIGIBILITY: The Tanger Outlet Centers®-Retailer Back to School Sweepstakes (this “Sweepstakes”) is open only to legal residents of the fifty (50) United States excluding Rhode Island and the District of Columbia who are at least eighteen (18) years old or the age of majority in their state of residence at the time of entry. Residents of the state of Rhode Island are not eligible to participate. Employees of Sponsor, Tanger Properties Limited Partnership (D/B/A Tanger Outlet Centers) and their immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible to enter or win. Sponsor sometimes excludes winners of its sweepstakes from winning another sweepstakes sponsored by Sponsor for 12-months thereafter; if applicable, prior winners in sweepstakes offered by Sponsor within the 12-month period applicable to them are also excluded from this Sweepstakes.

This Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited or restricted by law. Participation constitutes each entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. For a copy of these Official Rules, print them from <https://www.tangeroutlet.com/bts-gap-factory-sweeps-22?promo=5993922G>.

2. SPONSOR: Tanger Management, LLC, 3200 Northline Avenue, Suite 360, Greensboro, NC 27408.

3. SWEEPSTAKES PERIOD: This Sweepstakes begins at 9:00 A.M. local time on July 13, 2022 and ends at 9:00 P.M. local time on July 19, 2022 (the “Sweepstakes Period”). Sponsor’s time-keeping device is the official time-keeping device for this Sweepstakes.

4. HOW TO ENTER: To enter the Sweepstakes visit Tangeroutlets.com where the entry form will be housed for a chance to win. Entrant will fill out their name, address, email and phone number with opt-ins. The workings of this Sweepstakes will be tracked through a Sponsor platform. Entrant may also earn an extra entry by becoming a TangerClub member or currently being a TangerClub member.

Sponsor will only accept entries during the Sweepstakes Period. An Entrant may enter the Sweepstakes only one (1) time during the Sweepstakes Period. Entrants are subject to all notices posted online including, but not limited to, Sponsor’s Privacy Policy.

The Sweepstakes platform does not support multiple entries from the same IP address. Any attempt to enter the Sweepstakes by using multiple/different identities, registrations and logins, addresses, or any other methods will result in disqualification. Potential winners will be required to show an appropriate and generally accepted form of identification.

Sponsor reserves the right, in its sole and absolute discretion, to reject, disqualify and/or remove any entry without prior notice to the Entrant if, in Sponsor’s sole opinion, the entry violates these Official Rules or the spirit of the Sweepstakes.



ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL.

5. METHOD OF DETERMINING WINNER:

One (1) Winner will be selected randomly, through Sponsor's platform from among all entries properly and timely received, on or about July 19, 2022. An individual who wins under any other Tanger giveaway or sweepstakes sponsored by Tanger Outlets during the 12 months prior to this Sweepstakes shall not be eligible to win this Sweepstakes. Winners of this Sweepstakes shall not be eligible to win any prize under any other sweepstakes sponsored by Tanger Outlets for the twelve (12) month period immediately following this Sweepstakes Period.

Duplicate, incomplete, mechanically reproduced, or apparent fraudulent entries may be disqualified within Sponsor's sole discretion.

Winner will be contacted via email and will be directed on further required steps. If a winner fails to respond within forty-eight (48) hours of Sponsor's email notification notifying the potential winner, or the Sponsor's email is not accepted or delivered for any reason, that winner will be deemed to have forfeited the prize, and Sponsor may select a substitute winner by random drawing from all remaining eligible entries. Sponsor shall have no liability whatsoever for any winner notification that is lost, intercepted, misdirected, or not received by the potential winner for any reason. Entrant shall be solely responsible for checking their email account on a regular basis to verify whether their entry has been selected as a potential winner. Sponsor's decisions are final and binding in all respects.

6. PRIZE: Sponsor will award One (1) Grand Prize. One (1) winner will receive:

One (1) GAP® Gift Card in the amount of one hundred dollars (\$800.00) (Total Approximate Retail Value: \$800, total value of prize \$800).

Prize will be mailed to winner. Sponsor reserves the right to verify prize claimant.

Winner is solely responsible for all federal, state, and local taxes and other fees associated with prize receipt and/or use as well as all sales tax and gratuities. No substitution, assignment, re-sale, or transfer of prizes permitted, except by Sponsor, who reserves the right to substitute a prize with another prize of greater or equal value. A winner of any prize may choose not to accept the prize in their discretion, in which case Sponsor will select a substitute winner through a random drawing of all properly and timely received entries. Unclaimed prizes may not be awarded.

7. WINNER NOTIFICATION: Winner will be notified by email. If a potential prize winner does not respond to Sponsor within the required time, such potential winner may be disqualified, and an alternate winner will be selected by random drawing. A potential prize winner will receive an Affidavit of Eligibility, Liability & Publicity Release (the "Releases"), which must be completed in its entirety and returned to Sponsor prior to the potential winner claiming their prize. A potential Winner will not be confirmed as the Official Winner until the Releases are completed and returned to Sponsor pursuant to these Official Rules. A winner may waive their right to receive a prize. Sponsor will report prize value to the IRS and will issue the winner IRS Form 1099. Sponsor may require winner to sign an affidavit or IRS Form W-9 to claim the prize.

Non-winning Entrants will not be notified.

8. PRIZE CONDITIONS AND LIMITATIONS: If the Releases are returned as undeliverable, not completed and returned in a timely manner, or if the selected winner cannot accept or receive the prize for any reason, or they are not in compliance with these Official Rules, the prize will be forfeited, and an alternate winner will be selected.

9. PUBLICITY RELEASE: Acceptance of a prize constitutes Winner's express consent, authorization and permission to Sponsor, and their agencies to use such Winner's image, name, voice and/or likeness, or other personal information, or any derivative thereof, for marketing, advertising and publicity purposes in any media format (including but not limited to social media channels, radio, television, print media, advertising material, internet and websites, and magazines), worldwide, in perpetuity, without further compensation or consideration, and without notice, review or approval from Winner, except where such use is prohibited by law.

SUBMITTING AN ENTRY IN THIS SWEEPSTAKES CONSTITUTES ENTRANT'S IRREVOCABLE ASSIGNMENT, CONVEYANCE AND TRANSFERENCE TO SPONSOR OF ANY AND ALL RIGHT, TITLE AND INTEREST IN THE ENTRY INCLUDING, WITHOUT LIMITATION, ALL COPYRIGHTS.

10. CONDITIONS: By accepting a Prize, Winner agrees to be bound by these Official Rules and the decisions of Sponsor, which shall be final and binding on all matters relating to the Sweepstakes and waive any right to claim ambiguity regarding the Sweepstakes mechanics and implementation, or interpretation of these Official Rules. All federal, state, local, sales, income taxes and other taxes, if applicable, are the sole responsibility of the Winner. Sweepstakes is subject to all applicable federal, state, and local laws. To the fullest extent permitted by law, by accepting a prize, Winner agrees to release, discharge, indemnify and hold harmless Sponsor, its advertising and promotion partners and agencies, affiliates, subsidiaries, and their respective officers, and employees (the "Released Parties"), from and against any claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any prize offered or accepted, or participation in this Sweepstakes.

To the fullest extent permitted by law, Released Parties are not responsible for, and Participants, Entrants and Winners hereby release and hold harmless the Released Parties for any and all claims, damages, or causes of action, arising from or related to: (i) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (ii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iii) unauthorized human intervention in any part of the entry process or the Sweepstakes; (iv) electronic or human error which may occur in the administration of the Sweepstakes or the transmitting or processing of entries; or (v) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from an individual's participation in the Sweepstakes or receipt of and/or use of any prize hereunder; or (vi) events beyond the control of the Released Parties which may affect or impair the Winner's use of or ability to use any prizes awarded hereunder. In no event shall the Released Parties be responsible or liable for any deficiencies, failures, inaccessibility, or malfunctioning with regard to any online postings, the submission of any entries, or any prize awarded, whether in whole or in part.

Sponsor reserves the right to modify, terminate, or cancel this Sweepstakes, in its sole discretion, at any time and without prior notice. In the event of termination, a notice will be posted online, and Sponsor will select Sweepstakes winners from all eligible entries received up to the time of termination or modification. Any use of robotic, automatic, or programmed methods of participation will void all such submissions. Sponsor reserves the right to prohibit the participation of an individual if fraud or tampering is suspected or if the account holder fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules. Any claims relating to the Sweepstakes shall be governed by North Carolina law without regard to its conflict of law rules, and any such claim must be heard in North Carolina.

The decisions of Sponsor are final and binding in all matters relating to the Sweepstakes. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes. Sponsor reserves the right to: (i) permanently disqualify from any Sweepstakes it sponsors any person it believes has intentionally violated these Official Rules; and (ii) withdraw the online method of entry if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Sweepstakes), and to select winners from among all eligible entries received prior to withdrawal.

11. NOTICE TO ONLINE ENTRANTS: Sponsor is not responsible for faulty, incorrect or mis transcribed transmissions, incorrect announcements of any kind, technical hardware or software failures of any kind including any injury or damage to any person's computer related to or resulting from participating in or experiencing any materials in connection with the Sweepstakes, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmission that may limit a user's ability to participate in the Sweepstakes. Sponsor reserves the right to cancel or modify the Sweepstakes if fraud, misconduct or technical failures destroy the integrity of the program; or if a computer virus, bug, or other technical problem corrupts the administration or security of the program as determined by Sponsor/Independent Administrator, in their sole discretion. In the event of termination, a notice will be emailed, and Sponsor will select Sweepstakes winners from all eligible entries received up to the time of termination or modification. Proof of submitting an Entry will not be deemed to be proof of receipt by Sponsor. Any use of robotic, automatic, or programmed methods of participation/voting will void all such submissions/votes by such methods. Sponsor reserves the right to prohibit the participation/voting of an individual if fraud or tampering is suspected or if the account holder fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules. Any claims relating to the Sweepstakes shall be governed by North Carolina law without regard to its conflict of law rules, and any such claim must be heard in North Carolina.

In the event of a dispute regarding the identity of an Entrant, Entry will be deemed submitted by the "Authorized Account Holder" of the IP address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an IP address by an Internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the entry. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. Sponsor and their affiliate companies, parents, subsidiaries, divisions, officers, directors, and agents are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes.

12. DISPUTES: Entrants agree that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (ii) 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 (iii) under no circumstances will Entrant be permitted to obtain awards for, and Entrant 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. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.**

Should any term of this section or these Official Rules be deemed void, unenforceable or contrary to law, such term shall, but only to the extent necessary to bring the section within the requirements of law, be deemed to

be severed from the other terms of these Official Rules, and the remainder of these Official Rules shall be given effect as if it had not included the severed term herein.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THIS SWEEPSTAKES, WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEBSITE 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.

13. PRIVACY: Personal information collected from online entrants is subject to the Privacy Policy, which can be found at <http://www.tangeroutlet.com>.

14. WINNER CONFIRMATION: Within three (3) months after the conclusion of the Sweepstakes Period, requests for a winner list may be directed to: Tanger® Outlet Centers-Retailer Back to School Sweepstakes Winner Confirmation Request, Tanger Outlet Centers, 3200 Northline Ave., Suite 360, Greensboro, NC 27408.

