Tanger Outlet Centers®-Charleston Hometown Heroes Hall of Fame Contest OFFICIAL RULES

September 12 – September 30. 2023

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID OUTISDE THE U.S. OR WHEREVER PROHIBITED OR RESTRICTED.

1. ELIGIBILITY: The Tanger Outlet Centers®-Charleston Hometown Heroes Contest (this "Contest") is open only to those who are local to the greater Charleston area and who are at least eighteen (18) years old or the age of majority in their state of residence at the time of entry. 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 promotions from winning another promotion sponsored by Sponsor for 12-months thereafter; if applicable, prior winners in promotions offered by Sponsor within the 12-month period applicable to them are also excluded from this Contest. The winner of this Contest shall not be eligible to win any prize under any other Promotion sponsored by Sponsor for the twelve (12) month period immediately following this Contest Period (shown below).

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 Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein. For a copy of these Official Rules, print them from https://www.tanger.com/charleston/hometownheroes.

- 2. SPONSOR/OPERATOR; WINNER LIST: The "Sponsor" of this Contest is Tanger Management, LLC, 3200 Northline Avenue, Suite 360, Greensboro, NC 27408. Within three (3) months after the conclusion of the Contest Period, requests for a winner list may be directed to: Tanger® Outlet Centers-Charleston Hometown Heroes Contest Winner Confirmation Request, Tanger Outlet Centers, 3200 Northline Ave., Suite 360, Greensboro, NC 27408.
- **3. CONTEST PERIOD:** This Contest begins at 9:00:01 A.M. Eastern Time ("ET") on September 12, 2023 and ends at 9:00:01 P.M. ET on September 30. 2023 (the "Contest Period"). Sponsor's time-keeping device is the official time-keeping device for this Contest.

4. HOW TO ENTER:

To enter the Contest, during the Contest Period, an entrant must go to Tanger Outlet Charleston's website https://www.tanger.com/charleston/hometownheroes. (which will be open September 12-September 30. 2023) and nominate a Hometown Hero from one of the following categories: 1) First Responder: Police, Fire, EMTs, Paramedic 2) Military: all branches; active or retired veteran 3) Education: teacher, coach, principal, counselor, etc. 4) Healthcare: nurse, medical techs, doctors, physicians, etc. 5) Community: volunteer who works to support their local community or nonprofits. After nominations close, a Sponsor appointed panel will select 2 heroes per category (total of 10 nominees) they deem most deserving of recognition. Each of the 10 nominees will be part of an Instagram grid post on the Tanger Outlets Charleston page where Entrants can "vote" for the nominee they feel best embody character traits of a Hometown Hero deserving recognition. Any comments left should include the #TangerContest.

5. NOTICE TO ENTRANTS VIA INSTAGRAM®: All activities on the Instagram® platform or using the Instagram app are subject to Instagram's terms of use and community rules, over which Sponsor has no control.

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 Contest, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmission that may limit a user's ability to participate in the Contest.

6. WINNER SELECTION & NOTIFICATION; ODDS OF WINNING: On or after October 30, 2023, Sponsor will notify the five (5) winning entrants, one (1) from each category. The winner from each category will be the one (1) entrant in that category who receives the most votes as the most deserving of recognition in the respective category in which they were nominated. *Winners are required to be local to the greater Charleston area. After voting is complete, Center Management will reach out to each winner via phone and email. Winners will be announced on both local Facebook and Instagram accounts no later than November 13, 2023. If a potential winner fails to respond within forty-eight (48) hours of Sponsor's attempt at notifying the potential winner, if Sponsor's attempt is not delivered for any reason, or if the potential winner fails to comply with these Official Rules, that potential winner will be deemed to have forfeited his/her prize, and Sponsor will notify the other nominee in the category who made it to the Instagram stage of the contest that they have been selected as the alternate winner. Sponsor shall have no liability whatsoever for any winner notification that is lost, intercepted, misdirected or for any reason is not received by the potential winner. Non-winning entrants will not be notified.

Winners will be announced on both local Facebook® and Instagram® accounts no later than 11/13/23. Winners will be contacted by Center Management to coordinate prize distribution and participation in the celebration with heroes at the center which will be held on November 11, 2023.

- 7. **PRIZE:** Sponsor will award Five (5) Grand Prizes. Five (5) winners, one (1) nominee from each of the five (5) categories listed above will individually receive:
 - One (1) Tanger® Gift Card in the amount of two hundred dollars (\$250.00) (Approximate Retail Value: \$250). Valid in-store or online, no expiration date.
 - One (1) photoshoot for updated professional headshots
 - Winner's photo and bio will be featured on Tanger Outlets Charleston Hall of Hometown Heroes from March 1, 2024 to February 28, 2025.
 - Plague of Achievement
 - Additional Retailer & Community Partner Gifts are TBD these are pending participation from retailers/partners

Prize will be available at Tanger Charleston Management Office for 30 days, 4840 Tanger Outlet Blvd, North Charleston, SC 29418. Certificate and additional retailer/community partner gifts will be presented during November 11, 2023, celebration.

See gift cards for applicable terms and conditions and any expiration date. Gift Cards have no cash value and are not redeemable for cash. Gift cards may be used towards the purchase of merchandise at any Tanger Outlet Center. Lost or stolen gift cards or prize documentation will not be replaced or reissued.

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 his/ her discretion. Unclaimed prizes may not be awarded.

- **8. CONDITIONS TO CLAIMING PRIZE:** Sponsor reserves the right to condition the award of a prize on a potential prize winner's signing and returning as requested by Sponsor an Affidavit of Eligibility, Liability and Publicity Release, and Copyright License (the "Releases"), which documentation must be completed in its entirety and returned to Sponsor prior to the potential winner claiming his/her prize. 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 he/she is not in compliance with these Official Rules, the prize will be forfeited.
- **9. PUBLICITY RELEASE:** Acceptance of a prize constitutes winner's express consent, authorization and permission for Sponsor, Prize Provider and their designees 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. Note: we should also be named in the Release that the winner signs before receiving their prize.
- 10. LIMITS ON LIABILITY: 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 Contest. Winner waives any right to claim ambiguity in regard to the Contest mechanics and implementation, or interpretation of these Official Rules. By entering this Contest, entrants agree to release, discharge, indemnify and hold harmless Sponsor, its advertising and promotion partners and agencies, Instagram, and Prize Provider, and each of their respective parents, affiliates, subsidiaries, officers, and employees (the "Released Parties"), from and against any claims in connection with this Contest, and any and all 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 Contest, or violation of rights of privacy or publicity.

To the fullest extent permitted by law, the Released Parties are not responsible for, and by participating in this Contest, entrants 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 Internet or wireless service or mail delivery; (iii) mail issues, including misdirected, (iv) unauthorized human intervention in any part of the entry process or the Contest; (v) electronic or human error which may occur in the administration of the Contest or the transmitting or processing of entries; or (vi) 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 Contest or receipt of and/or use of any prize hereunder; or (vii) 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 about any online postings, the submission of any entries, or any prize awarded, whether in whole or in part.

11. GENERAL TERMS: Sponsor reserves the right to modify, terminate, or cancel this Contest, in its sole discretion, at any time and without prior notice if circumstances beyond Sponsor's control, including without limitation, fraud, misconduct, technical difficulties, or other circumstances, affect the fair and proper administration of this Contest in accordance with these Official Rules. In the event of any such termination, a notice will be posted online where these Official Rules are available and elsewhere as Sponsor determines, Sponsor reserves the right to prohibit the participation of an individual in this or any other future promotion of

Sponsor if fraud or tampering is suspected or if the individual fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules.

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

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE INSTAGRAM OR INTERFERE WITH ITS OPERATION IN CONNECTION WITH THIS CONTEST, MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR AND INSTAGRAM RESERVE THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

- **12. GOVERNING LAW**: Any claims relating to the Contest 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.
- 13. DISPUTES: Entrants and Winners agree that: (i) any and all disputes, claims and causes of action arising out of or connected with this Contest, 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 Contest, but in no event attorneys' fees; and (iii) under no circumstances will Entrant or Winners be permitted to obtain awards for, and Entrant and Winners 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, ENTRANTS AND WINNERS HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THIS CONTEST, WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

- **14. PRIVACY:** Personal information collected from entrants is subject to Sponsor's Privacy Policy, which can be found at https://www.tanger.com/charleston/hometownheroes. Winner consents to Sponsor sharing their contact information with a delivery service and prize providers to the extent necessary to fulfill the prize package.
- **15. IMPORTANT:** This Contest is not in any manner associated with, sponsored, endorsed, or administered by Instagram®. Any questions or comments regarding this Contest should be sent via mail to: Tanger Factory Outlet Centers, Inc., Attn: Marketing Department, PO Box 10889, Greensboro, NC 27408.