

## Tanger® Outlet Centers-Tilton

### Free Smoothie for a Year Giveaway Sweepstakes on Facebook®

June 25 – June 28, 2024

#### 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-Tilton and Free Smoothie for a Year Giveaway Facebook® Sweepstakes (this “Sweepstakes”) is open only to legal residents of the fifty (50) United States 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. 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.

A **Facebook®** account is required to enter. Creating a Facebook® account is free. Learn more at [facebook.com](https://www.facebook.com).

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://cdn.tangeroutlet.com/PDFs/Center/Facebook-TiltonFreeSmoothieForAYearGiveawaySweepstakes-Tilton-6.25-6.28.2024.pdf>.

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

**3. SWEEPSTAKES PERIOD:** This Sweepstakes begins at 3:00:01 P.M. Eastern Time (“ET”) on June 25, 2024 and ends at 3:00:01 P.M. ET on June 28, 2024 (the “Sweepstakes Period”). The odds of winning depend on the number of eligible entries received during the Sweepstakes Period.

**4. HOW TO ENTER:** To enter the Sweepstakes, during the Sweepstakes Period, (1) visit the Facebook® page for Tanger Outlets-Tilton (<https://www.facebook.com/TangerOutletsTilton>) and 1) **LIKE** the identified Facebook® post regarding this Sweepstakes, (2) **SHARE** the post to your timeline including the #TangerSweepsentry hashtag in your shared post and 3) **COMMENT** on the post including the #TangerSweepsentry hashtag. If you use more than one hashtag when you share, make sure #TangerSweepsentry appears before any other hashtag. Failure to include the #TangerSweepsentry hashtag means your attempt to enter cannot be considered an entry in this Sweepstakes. Use of Facebook is subject to all of Facebook’s rules regarding the use of its platform.

Limit one (1) entry per eligible entrant. An entrant may enter the Sweepstakes only one (1) time and through only one (1) Facebook account during the Sweepstakes Period. Duplicate entries from the same individual or multiple Facebook accounts intended to circumvent the limits on entries are not permitted and the entrant’s excess entries will be disqualified. All entries must be received during the Sweepstakes Period. Use of any automated system to submit entries is prohibited and will result in disqualification of those entries. Potential winners may be required to show proof of identity and of being the authorized account holder of the Facebook account used to enter. Comments on the Facebook entry page will not be acknowledged. Sponsor reserves

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

## **5. WINNERS SELECTION & NOTIFICATION; ODDS OF WINNING:**

Sponsor will select one potential winner drawn at random from among all eligible entries received during the Sweepstakes Period on or after June 28, 2024. The odds of winning depend on the number of eligible entries received during the Sweepstakes Period. Potential winner will be notified by Sponsor's comment on an entrant's post on Sponsor's Facebook page @ facebook.com/TangerOutletsTilton/ by Facebook® Messenger. Sponsor reserves the right to request a potential winner's email address, mailing address and/or phone number for purposes of confirming winner eligibility and prize fulfillment. If the potential winner fails to respond within forty-eight (48) hours of Sponsor's attempted notifying of the potential winner, or potential winner fails to cooperate with winner verification or otherwise comply with these Official Rules, that potential winner will be deemed to have forfeited his/her prize, and Sponsor may select a substitute potential winner by random drawing from all remaining eligible entries entered up through the cutoff for the disqualified potential winner's drawing. Sponsor shall have no liability whatsoever for any winner notification or communication that is lost, intercepted, misdirected or not received by the potential winner for any reason. Each entrant shall be solely responsible for checking his/her Facebook® account on a regular basis to verify whether his/her entry has been selected as a potential winner. Sponsor's decisions are final and binding in all respects in matters relating to this Sweepstakes. Non-winning entrants will not be notified.

The winner 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.

**6. PRIZES:** Sponsor will award one (1) Grand Prize Package. One (1) winner will receive

- Free Tropical Smoothie Café® Smoothies for One (1) Year in the amount of four hundred twenty-five dollars (\$425.00) (Approximate Retail Value: \$425). Valid for use at any Tanger Outlet location. Valid only at participating locations, limited time only.

Free Smoothies for one (1) year will be awarded in the form of one (1) free smoothie reward loaded to the winner's Tropical Smoothie Café® rewards member account via the Tropical Smoothie Cafe® app per week for (52) fifty-two weeks. Must have the Tropical Smoothie Cafe® app downloaded and be a Tropical Smoothie Cafe® Rewards member to receive the reward. Each free smoothie reward valid only for (7) seven days. First free smoothie reward may take up to 24 hours to appear in app. Subsequent weekly free smoothie rewards will appear in app immediately following the expiration of the prior week's free smoothie reward. To redeem the reward, winner must use Tropical Smoothie Cafe® Rewards account to order ahead online at [tropicalsmoothiecafe.com](http://tropicalsmoothiecafe.com) or via the Tropical Smoothie Cafe® app, or scan app in-store at time of purchase. Winner must redeem each reward prior to its expiration date listed in app. Free smoothie reward will be applied to lowest priced 24 oz. smoothie ordered. Exclusions apply. Modifications, fresh add-ins and supplements are extra. This offer may not be valid with certain offers or discounts and is not valid with other rewards or third-party services. Limit one free smoothie per order. Valid only at participating locations. Limited time only.

Winner will have thirty (30) days after the date of claiming to pick up the prize at Tanger Outlet Centers-Tilton Management Office, located at 120 Laconia Road, Tilton, NH 03276. (Monday-Friday from 8AM-5PM) OR they can request the prize to be mailed. Prizes will be mailed as determined in Sponsor's discretion. Sponsor reserves the right to require a signature to take delivery of a prize.

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, in which case

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Sponsor will select a substitute winner through a random drawing of all entries received during the Sweepstakes Period.

**7. PUBLICITY RELEASE:** Acceptance of a prize constitutes winner's express consent, authorization and permission to Sponsor and its 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.

**8. LIMITS ON LIABILITY:** By submitting an entry, winners and entrants agree to release, discharge, indemnify and hold harmless Sponsor, Facebook Inc., Tropical Smoothie Café®, their advertising and promotion 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 participation in this Sweepstakes, or violation of rights of privacy or publicity. The Released Parties 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. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes. Sponsor reserves the right to: permanently disqualify from any Sweepstakes it sponsors any person it believes has intentionally violated these Official Rules.

**9. NOTICE TO ENTRANTS IN CONNECTION WITH USING FACEBOOK:** 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; in the event of any interruption of the Sweepstakes due to causes beyond Sponsor's control; or if a computer virus, bug, or other technical problem corrupts the administration or security of the program as determined by Sponsor, in its sole discretion. In the event of termination, to the extent possible, (a) a notice will be posted on the Facebook page used to accept entries and (b) Sponsor will select Sweepstakes winners from all eligible entries received up to the time of termination or modification. **LEGAL WARNING:** ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THE FACEBOOK ENTRY PAGE 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.

**10. DISPUTES:** 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. 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

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entering this Sweepstakes, but in no event attorneys' fees; and (iii) under no circumstances will the entrant be permitted to obtain awards for, and each 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.

**11. PRIVACY:** Personal information collected from online entrants is subject to the Privacy Policy, which can be found at <http://www.tangeroutlet.com>. Each winner acknowledges and agrees that Sponsor will disclose winner contact information to the shipper/delivery service to have the prize delivered to the winner, as applicable.

**12. 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-Tilton and Free Smoothie for a Year Giveaway Facebook® Sweepstakes Winner Confirmation Request, Tanger Outlet Centers, 3200 Northline Ave., Suite 360, Greensboro, NC 27408.

**13. IMPORTANT:** This Sweepstakes is not in any manner sponsored, endorsed, administered by, or associated with Facebook®. Any questions or comments regarding this Sweepstakes should be sent via mail to: Tanger Factory Outlet Centers, Inc., Attn: Marketing Department, PO Box 10889, Greensboro, NC 27408.

