

**Tanger Outlet Centers®-Phoenix**  
**Holiday Instagram® Photo Sweepstakes**

**OFFICIAL RULES**

**November 14 – December 31, 2022**

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. MANY WILL ENTER; TWO (2) WILL WIN.**

**1. ELIGIBILITY:** The Tanger Outlet Centers® Phoenix Holiday Instagram® Photo 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.

An Instagram® account is required to enter. Creating an Instagram® account is free. You may download the Instagram app via the Apple® App Store or Google® Play. For more details, visit [www.instagram.com](http://www.instagram.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.

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

**3. SWEEPSTAKES PERIOD:** This Sweepstakes begins at 9:00:01 A.M. Eastern Time (“ET”) on November 14, 2022 and ends at 11:59:59 P.M. ET on December 31, 2022 (the “Sweepstakes Period”).

**4. HOW TO ENTER:** To enter the Sweepstakes, during the Sweepstakes Period, an entrant must **Post** photos with the Holiday Snowflake installation on their public Instagram® page with #TangerOutletsPhoenix and post with #TangerSweepsEntry for a chance to win. All photo entries need to conform to the content guidelines below. Limit one (1) entry per person over the entire Sweepstakes Period.

**Photo Guidelines:** Entries including a photo should be in keeping with Instagram’s terms of use for its platform, and more generally should not:

- Show anyone other than yourself; if any minor children appear, you represent that you are their parent or legal guardian.
  - Be pornographic, sexually explicit, or suggestive or contain nudity.
  - Promote alcohol, illegal drugs, or tobacco.
  - Defame, misrepresent, or contain disparaging remarks about people or companies.
  - Be obscene or offensive, endorse any form of hate or hate group or be derogatory to any ethnic, racial, gender, religious, professional or age group.
  - Contain materials embodying images, names, likenesses, photographs or videos or other indicia identifying any person, living or dead, without permission.
  - Contain, use, or refer to intellectual property to which entrant does not own or have permission to use, including but not limited to trademarks, copyrights, logos, and symbols.
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- Communicate messages or images inconsistent with the goodwill of Sponsor and Instagram; or
- Depict or encourage illegal activity or contain content that itself is in violation of any law.

PHOTOS SUBMITTED WILL NOT BE EDITED BY SPONSOR AND ARE THE SOLE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER.

**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. Using different Instagram® accounts or identities to try and enter multiple times could result in disqualification of all entries. Entries using bots, automatic, programmed, or other computerized means of entry are not permitted. Sponsor reserves the right to verify identities of potential winners as Sponsor determines as a condition to claiming any prize; Sponsor's decisions in such regard shall be final and binding. In the event of any question regarding the identity of an entrant entering via Instagram, the individual account holder of the account shall be deemed to be the entrant.

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. Proof of posting on Instagram will not be deemed to be proof of receipt of an entry by Sponsor.

**6. WINNER SELECTION & NOTIFICATION; ODDS OF WINNING:** On or after January 1, 2023, Sponsor will select two (2) potential winners at random from among all eligible entries properly and timely received. The odds of winning depend on the number of eligible entries received during the Sweepstakes Period regardless of method of entry. Potential winner will be notified by Sponsor's comment on the entrant's post on Instagram, which would come from Sponsor's @TangerOutlets® account. If the potential winner fails to respond within forty-eight (48) hours of Sponsor's attempt at notifying the potential winner, Sponsor's attempt is not delivered for any reason, or potential winner fails to 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. 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. Each entrant shall be solely responsible for checking his/her Instagram account on a regular basis to verify whether his/her entry has been selected as a potential winner. Non-winning entrants will not be notified.

The 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.

**7. PRIZE:** Sponsor will award two (2) Grand Prizes to two (2) individual winners. Each winner chosen will receive:

One (1) Tanger Outlets Gift Card in the amount of one hundred dollars (\$100.00) (Approximate Retail Value: \$100). Prizes will be mailed to winners upon request or winners may pick up gift card at Tanger Outlets Phoenix Shopper Services, 6800 North 95<sup>th</sup> Avenue, Glendale, AZ 85305.

Sponsor reserves the right to verify prize claimant and require signature to take delivery of prize. 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, in which case Sponsor will select a substitute winner through a random drawing of all property and timely received entries. 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 Sponsor's requested Affidavit of Eligibility, Liability & Publicity Release, & 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, and an alternate winner will be selected from remaining eligible entries.

**9. 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.

**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 Sweepstakes and winner waives any right to claim ambiguity in regard to the Sweepstakes mechanics and implementation, or interpretation of these Official Rules. By entering this Sweepstakes, entrants agree to release, discharge, indemnify and hold harmless Sponsor, its advertising and promotion partners and agencies, Instagram, and prize providers, and each of their respective parents, affiliates, subsidiaries, officers, and employees (the "Released Parties"), from and against any claims in connection with this Sweepstakes, 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 Sweepstakes, 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 Sweepstakes, 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 (iv) unauthorized human intervention in any part of the entry process or the Sweepstakes; (v) electronic or human error which may occur in the administration of the Sweepstakes 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 Sweepstakes 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 with regard to 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 Sweepstakes, 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

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administration of this Sweepstakes 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, and Sponsor may select Sweepstakes winners from all eligible entries received up to the time of termination or modification. 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. 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 promotion 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.

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 SWEEPSTAKES, 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 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.

**13. 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, ENTRANTS 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.

**14. PRIVACY:** Personal information collected from entrants is subject to Sponsor's Privacy Policy, which can be found at <http://www.tangeroutlet.com>. Winner consents to Sponsor sharing their contact information with a delivery service and prize providers to the extent necessary to fulfill prize delivery.

**15. 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® Phoenix Happy Holidays Instagram® Photo Sweepstakes. Winner Confirmation Request, Tanger Outlet Centers, 3200 Northline Ave., Suite 360, Greensboro, NC 27408.

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**16. IMPORTANT: This Sweepstakes is not in any manner associated with, sponsored, endorsed, or administered by Instagram®.** 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.

