

Tanger Outlet Centers®
Washington DC Area Old Navy® Trip Sweepstakes

OFFICIAL RULES

July 1 – July 8, 2021

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. MANY WILL ENTER; FEW WILL WIN. ONE (1) WILL WIN.

1. ELIGIBILITY: The Tanger Outlet Centers® Washington DC Area Old Navy® Trip 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.

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/National/2021/OldNavyDC21.pdf>

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 July 1, 2021 and ends at 11:59:59 P.M. ET on July 8, 2021 (the “Sweepstakes Period”).

4. HOW TO ENTER: There are two ways to enter (with or without a personal comment). Limit one (1) entry per person over the entire Sweepstakes Period, regardless of method of entry. To enter the Sweepstakes, during the Sweepstakes Period, an entrant must (a) **Follow** @TangerOutlets on an individual public Instagram account and (b) **Comment** on the @TangerOutlets account’s post regarding this Sweepstakes on Instagram® by telling what they would purchase this summer at Old Navy and including the #TangerSweepsEntry hashtag in the comment. Your comment must include #TangerSweepsEntry hashtag to be eligible. You may also enter by only including the hashtag #TangerSweepsEntry and without any additional comment. Sponsor’s time-keeping device is the official time-keeping device for this Sweepstakes.

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: Sponsor will select one (1) potential winner at random from among all eligible entries properly and timely received, on or after July 9, 2021. 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 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.

7. PRIZE: Sponsor will award one (1) Grand Prize. One (1) winner will receive the following prize package:

- A hotel voucher for \$1,500 good for three (3)-night accommodations for two (2) people at Gaylord National Resort & Convention Center located at 201 Waterfront St, National Harbor, MD 20745 in a standard double occupancy room (Approximate Retail Value: \$1,500). See more about hotel here: <https://www.marriott.com/en-us/hotels/wasgn-gaylord-national-resort-and-convention-center/overview/> . **Hotel stay may be used between August 1, 2021 and August 1, 2022 to be valid, and will be forfeit if unused during such period. Stay is subject to hotel availability. Booking early is encouraged. A Sponsor representative will be available to assist the winner with booking on or after August 1, 2021. Winner is solely responsible for ground travel to/from hotel.** Guest must be at least 18 years old unless winner is the parent or legal guardian of the guest. Winner and guest may be requested to sign a travel release in favor of Sponsor and the hotel as a condition to claiming the hotel portion of the prize or airline portion of the prize described below. Winner is responsible for any gratuities or room charges incurred at the hotel. Ability to book hotel is subject to location's availability and winner is encouraged to make reservations in advance of travel. All travel is subject to federal and state restrictions relating to COVID-19 applicable at the time of travel, as well as any venue specific requirements such as need to wear a face mask, over which Sponsor has no control. All travel is at winner's and guest's sole risk and Sponsor does not carry any travel or health insurance on behalf of winner and guest. Any unclaimed or unused portion of this prize package will be forfeit.
 - One (1) Tanger Outlets Gift Card in the amount of five hundred dollars (\$500.00) (Approximate Retail Value: \$500). Available for delivery to winner at winner's request or pick up at Tanger National Harbor Shopper Services, Tanger Outlet National Harbor, 6800 Oxon Hill Road, National Harbor, MD 20745.
 - One (1) Delta® Airlines Gift Card in the amount of one thousand dollars (\$1000.00). (Approximate Retail Value: \$1000.00). Will be sent electronically. Winner is responsible for booking air travel and
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for any airport – imposed fees as well as air fare costs, baggage fees, or other expenses charged by the airline not within this \$1,000 amount. Air travel is subject to all airline rules and airport requirements, over which Sponsor has no control, as well as legal requirements under federal, state and local laws, including presentation of required identifying documents in order to travel. Sponsor and Delta are not responsible if a particular flight is delayed or changed, or if winner and/or winner's guest are denied access to the flight for failure to comply with applicable requirements under airline, airport or legal rules.

- One (1) Old Navy® Gift Card in the amount of five hundred dollars (\$500.00). (Approximate Retail Value: \$500.00) Available for delivery to winner at winner's request or pickup at Tanger National Harbor Old Navy® store, located at Tanger Outlet National Harbor, 6800 Oxon Hill Road, National Harbor, MD 20745. Gift Card is valid at any Old Navy® location.

Approximate Retail Value of total prize package: \$3,500.

Additional travel-related terms: The prize package excludes the following travel-related fees: travel or any other insurance; hotel room service; hotel or airport or other parking fees; hotel laundry service; food or beverages; alcoholic beverages; merchandise, souvenirs, etc.; local and/or long distance phone calls; tips, gratuities, service charges, fees or taxes; ground transportation between the Grand Prize winner's residence, airports and the hotel, or any other charges or expenses not explicitly included in the packages as stated within these Official Rules. The prize package is not redeemable for cash in whole or in part. Sponsor makes no representations or warranties as to, and shall not be liable for, the operation or timeliness of any transportation method including but not limited to air travel, nor any costs, claims, damages, injuries, or losses associated therewith, including but not limited to lost or misdirected baggage. The Grand Prize Winner will be required to show proper identification for air travel and may be required to provide a credit card at the hotel to cover incidental expenses.

Prize components will be made available to the winner as indicated above. Sponsor reserves the right to require signature to take delivery of prize package components. See gift cards for applicable terms and conditions and any expiration date. Gift Cards have no cash value and are not redeemable for cash. Original gift cards, or documentation to claim hotel accommodations, must be presented. 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. Sponsor will report prize winnings to the IRS to the extent required by law and will issue the winner an IRS Form 1099 to the extent required by law. 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 for the applicable Entry Period. 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 & Publicity Release, & Copyright License (the "Releases") and IRS Form W-9 (Request for Taxpayer Identification), as well as (or including) a travel release, which documentation must be completed in its entirety and returned to Sponsor prior to the potential winner claiming his/her prize. Guest may also be required to provide a travel release as a condition to claiming the guest portion of the 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 for the applicable Entry Period.

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, including misdirected, lost or delayed requests for free entry, or incomplete, damaged or illegible requests for free entry; (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 in the event that circumstances beyond Sponsor's control, including without limitation, fraud, misconduct, technical difficulties, or other circumstances, affect the fair and proper 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 the prize package.

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® Washington DC Area Old Navy® Trip Sweepstakes. Winner Confirmation Request, Tanger Outlet Centers, 3200 Northline Ave., Suite 360, Greensboro, NC 27408.

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.

