

## Tanger Outlet Centers

### TikTok® Sweepstakes

March 16 - April 25, 2021

#### OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. MANY MAY ENTER, ONE (1) ENTRANT WILL WIN. NO NEED TO BE PRESENT TO CLAIM PRIZE. SEE OR PRINT THESE OFFICIAL RULES AT**

**[HTTPS://CDN.TANGEROUTLET.COM/PDFS/NATIONAL/2021/RULES-TANGEROUTLETCENTERS-TIKTOK-3.15-4.25.2021.PDF](https://cdn.tangeroutlet.com/pdfs/national/2021/rules-tangeroutletcenters-tiktok-3.15-4.25.2021.pdf).**

**1. SWEEPSTAKES PERIOD:** The Tanger Outlet Centers TikTok Challenge Sweepstakes (the “Sweepstakes”) begins at 9:00:00 A.M. Eastern Time “ET” on March 16, 2021 and ends at 11:59:59 P.M. ET on April 25, 2021 (the “Sweepstakes Period”). Sponsor’s time-keeping device is the official time-keeping device for this Sweepstakes.

**2. ELIGIBILITY:** The Sweepstakes is open only to individual legal residents of the fifty (50) United States and the District of Columbia who are at least 18 years old (or older if the age of majority if higher in your state of residence) at the time of entry. Void outside these geographic areas and wherever else prohibited by law. Employees, officers, directors and representatives of Tanger Management, LLC, Tanger Properties Limited Partnership (D/B/A Tanger Outlet Centers) and the immediate family (spouse, parents, siblings, and children) and household members of employees, officers, and directors of such persons are not eligible. Sweepstakes is subject to all applicable federal, state, and local laws and regulations. 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 Tik Tok and/or email account may be used to enter.** Creating a Tik Tok account is free. Learn more at [www.tiktok.com](http://www.tiktok.com) or by downloading Tik Tok app from Apple® App Store or Google® Play. Email accounts may be created for free with multiple providers online. Free WI-FI to access Tik Tok or email may be available near you. See <https://www.wifimap.io/> for free locations. Using Tik Tok or email via a mobile device may incur data charges; consult your carrier for more details.

**3. HOW TO ENTER (WITH OR WITHOUT VIDEO):** There are two ways to enter. To enter the Sweepstakes, during the Sweepstakes Period, (a) email us at [[tangercomments@tangeroutlets.com](mailto:tangercomments@tangeroutlets.com)] providing your name, age, phone number, email address and a request for an entry in this Sweepstakes (without posting a video or (b) post a video you have taken to TikTok® showcasing your Tanger Outlets shopping experience using the hashtags #TangerOutlets and #TangerSweepsentry. Make sure your Tik Tok® account is public, so that Sponsor can track your entry. Videos that do not contain the #TangerSweepsentry and #TangerOutlets hashtags will not be entered into the Sweepstakes. Video should be in keeping with Tik Tok’s terms of use for its platform, and more generally should not:

- 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;
- Communicate messages or images inconsistent with the goodwill of Sponsor and TikTok®

- Depict illegal activity or contain content that itself is in violation of any law; or
- ***Depict people other than the entrant, or include information or photographs or other images of minor children unless the entrant is the child's parent or legal guardian.***

By submitting a video entry into this Sweepstakes, each entrant represents it meets the guidelines above for video entries. Limit one (1) entry per eligible entrant, regardless of method of entry. An entrant may enter the Sweepstakes only one (1) time and through only one (1) TikTok account or email account during the Sweepstakes Period. Duplicate entries from the same individual or multiple TikTok or email 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 TikTok® or email account used to enter (the authorized account holder is the individual associated with the account by Tik Tok or the email service). Entries will not be acknowledged. 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.

VIDEO ENTRIES WILL NOT BE EDITED BY SPONSOR AND ARE THE SOLE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR OR TikTok IN ANY MANNER.

#### **4. WINNER SELECTION & NOTIFICATION; ODDS OF WINNING:**

Sponsor will select one (1) potential winner at random from among all eligible entries received during the Sweepstakes Period, on or about April 26, 2021. 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 entrant's post on Tik Tok® or by email (if entrant entered with an email request to enter). Entrants need to be sure their Tik Tok® account is public and visible to Sponsor to receive Sponsor notifications if the entrant entered using Tik Tok. If the potential winner fails to respond within forty-eight (48) hours of Sponsor's comment being so posted on Tik Tok notifying the potential winner (or within forty-eight (48) hours of Sponsor's email), Sponsor's comment on Tik Tok (or email notification) is not delivered or responded to 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. Entrant shall be solely responsible for checking his/her TikTok® or email account, as applicable, on a regular basis following the end of the Sweepstakes Period 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.

#### **5. PRIZES AND PRIZE CONDITIONS:**

**Sponsor will award one (1) prize:** The winner will receive the following prize:

- One or more (1) Tanger Outlets Gift Card(s) in the total amount of Three Thousand dollars (\$3000.00). Approximate Retail Value (ARV): \$3000.00. \*This amount is intended to represent one (1) year of free clothes or merchandise available from Tanger Outlets if the winner were to have received a Two Hundred Fifty dollars (\$250.00) per month "fun" allowance. The prize will be awarded in one (1) lump sum, at one time.

A Tanger Gift Card has no cash value and is not redeemable for cash. The gift card may be used towards the purchase of merchandise at any Tanger Outlet Center in the United States. See locations here: <https://www.tangeroutlet.com/locations>. Original gift card must be presented and use of the card is subject to the terms

accompanying the card. Lost gift cards will not be replaced or reissued. No refunds, rain checks or exchanges under any circumstances including loss or theft.

Winner is solely responsible for all federal, state, and local taxes and other fees associated with claiming or using the prize. 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 of prize is permitted, except by Sponsor, who reserves the right to substitute a prize with another prize of greater or equal value.

Sponsor will arrange for delivery of the prize to the winner at a physical address within the United States within 30 days of verification of the winner. Prize delivery will be by a reputable delivery service with tracking and delivery confirmation, and Sponsor reserves the right to have winner or another adult in winner's household sign to claim delivery of the prize. If winner refuses delivery or delivery is impeded because winner provided an invalid delivery address or winner fails to otherwise comply with these Official Rules. Sponsor reserves the right to select an alternate winner from among remaining eligible entries.

**6. 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.

**7. LICENSE:** By participating, all entrants agree 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 in regard to the Sweepstakes mechanics and implementation, or interpretation of these Official Rules. By submitting a video entry, each entrant irrevocably grants Sponsor and its agents an unlimited, worldwide, perpetual, unconditional, gratis license and right to link to, post, re-post, edit, modify, adapt, distribute, stream, publish, broadcast, reproduce, encode, store, copy, transmit, publicly display, exhibit, and or otherwise use or reuse (without limitation as to when or to the number of times used) the video and all elements thereof, in whole or in part, including any persons or likeness embodied therein (in each case, as submitted or as edited/modified in any way by Sponsor, in its sole discretion) in any way, and may use them in any and all media, including but not limited to any marketing materials or owned channels, now or hereafter devised, worldwide in perpetuity, without attribution, compensation, permission or notification to the entrant, his/her successors or assigns, or any other individual or entity, and without notice, review, or approval from the entrant or any other party.

**8. LIMITS ON LIABILITY:** By submitting an entry, winners and entrants agree to release, discharge, indemnify and hold harmless Sponsor, TikTok® 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:** Use of social media and email communications may be interrupted or impeded from time to time due to causes beyond Sponsor's 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 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, in its sole discretion. In the event of such termination or modification, Sponsor reserves the right to 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 TikTok® PLATFORM OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, MAY BE 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 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 with the shipper/delivery service to have the prize delivered to the winner.

**12. WINNER CONFIRMATION:** For a written confirmation of the winner (available after winners are confirmed) send a stamped, self-addressed envelope (no later than July 26, 2021), to: Tanger Outlet Centers TikTok® Sweepstakes Winner Confirmation Request-Tanger Outlet Centers, 3200 Northline Ave., Suite 360, Greensboro, NC 27408.

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

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