Tanger Outlet Centers

#TangerHAULidays Sweepstakes – Martin Luther King Day

January 15 – January 18, 2021

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

SWEEPSTAKES PERIOD: The Tanger Outlet Centers' #TangerHAULidays Sweepstakes (the "Sweepstakes") begins at 9:00 A.M. (Eastern time) on January 15, 2021 and ends at 11:59 P.M. (Eastern time) on January 18, 2021 (the "Sweepstakes Period").

ELIGIBILITY: The Sweepstakes is open only to individual legal residents of the fifty (50) United States and the District of Columbia who are at the age of majority 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 their respective entities, affiliates and subsidiaries; employees, officers, directors, and representatives of stores located at Tanger Outlet Centers; and the immediate family (spouse, parents, siblings, and children) and household members of employees, officers, and directors of Tanger Management, LLC, Tanger Properties Limited Partnership, (D/B/A Tanger Outlet Centers) its affiliates and subsidiaries, and stores located at Tanger Outlet Centers, are not eligible. Sweepstakes is subject to all applicable federal, state, and local laws and regulations.

HOW TO ENTER: To enter the Sweepstakes an Entrant must **Post** a photo on their public Instagram® account using #TangerHaulidays with Tanger as the subject (Ex: shopping bags, selfie at center, best deal scored). No purchase is necessary. The workings of this Sweepstakes will be tracked through a Sponsor platform.

Sponsor will only accept entries during the Sweepstakes Period. An Entrant may enter the Sweepstakes only one (1) time during the Sweepstakes Period. Entrants are subject to all notices posted online including, but not limited to, Sponsor's Privacy Policy.

The Sweepstakes platform does not support multiple entries from the same IP address. Any attempt to enter the Sweepstakes by using multiple/different identities, registrations and logins, addresses, or any other methods will result in disqualification. Potential winner will be required to show an appropriate and generally accepted form of identification.

Following Tanger Outlets on Instagram® does not automatically indicate that the entry has complied with the Official Rules and may not be construed as an acceptance of the entry by the Sponsor. 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.

ALL POTENTIAL WINNER ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL.

ENTRIES: 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.

ENTRIES SUBMITTED/POSTED TO THE WEBSITE WILL NOT BE EDITED BY SPONSOR AND ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER.

ENTRY, POST and COMMENT CRITERIA: Each Entry must meet the following restrictions to be eligible:

- Entry cannot contain images or information that are irrelevant to the purpose of the Sweepstakes;
- Entry cannot be pornographic, sexually explicit or suggestive or contain nudity;
- Entry cannot promote alcohol, illegal drugs or tobacco;
- Entry cannot defame, misrepresent or contain disparaging remarks about people or companies;
- Entry cannot be obscene or offensive, endorse any form of hate or hate group or be derogatory to any ethic, racial, gender, religious, professional or age group;
- Entry cannot contain materials embodying images, names, likenesses, photographs or videos or other indicia identifying any person, living or dead, without permission;
- Entry cannot contain, use, or refer to intellectual property to which Entrant does not have ownership or permission to use, including but not limited to trademarks, copyrights, logos and symbols;
- Entry cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor and Instagram® wish to associate;
- Content cannot depict illegal activity and cannot itself be in violation of any law;
- Entry cannot in any way reference persons or organizations without written permission from any person or organization whose name or likeness is used;
- Entry may not include photo images of a known celebrity, famous or well-known person or any image which violates the right of privacy or publicity of any person.
- ***Entry may not include information or photographs or other images of minor children unless the Entrant is the child's parent or legal guardian***
- Entry must be the original creation and idea of the Entrant, and not copied, patterned or plagiarized from any other source(s).

ENTRANT'S WARRANTY: By posting an Entry, Entrant warrants and represents that: (a) it is the Entrant's original work and has been legally created; (b) it has not been previously published or distributed in any media; (c) it has not been entered in or won previous contests or awards; (d) it does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other legal or moral rights of any person or entity; (e) that Entrant has obtained written permission to use and publish the Entry from any person whose name, photograph or likeness appears or is used in the Entry ("Participant"); (f) Entrant owns all rights to the Entry, including without limitation, copyrights, and has received prior written permission from the photographer if any Photo was photographed by someone other than the Entrant him/herself; (g) publication of the Entry via various media, including posting on the Website, will not infringe on any third-party rights; and (h) Entrant will indemnify and hold harmless Sponsor, Instagram® and related entities, agents and assigns from any claims and damages (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach of your representations and warranties herein, the Entry, or Entrant's conduct in creating the Entry, the acceptance or use of any prize or otherwise in connection with this Sweepstakes. Sponsor reserves the right

to remove, reject or disqualify (along with the Entrants who submitted them) any Entry which, in its sole discretion and opinion or the opinion of Sponsor, violates any of these Official Rules or is otherwise inappropriate.

Sponsor reserves the right to request proof of written permissions from Entrants, Participants, and photographers prior to accepting an Entry, prior to awarding a prize, or at any other time during the term of the Sweepstakes. Entrant's failure to provide proof of such permission(s) in a timely manner when requested by Sponsor shall result in the disqualification of the Entry and the forfeiture of any prize. By submitting an Entry, Entrant warrants and represents that he/she and any Participants appearing or who are otherwise identifiable in the Entry consent to the submission and the use of the Entry. By participating, Entrant grants Sponsor permission to use the Entrant's name, hometown, photo, image and the like for future advertising and publicity purposes in connection with the Contest in any and all media without additional compensation, notification or permission.

Entries made by any other individual or entity that (1) is not the person named on the submitted Entry or (2) is made in any manner inconsistent with these Official Rules, will be declared invalid and disqualified from this Sweepstakes.

METHOD OF DETERMINING WINNER:

One (1) Winner will be selected randomly, through Sponsor's platform from among all entries properly and timely received during the Sweepstakes period, on or about January 19, 2021. 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.

Duplicate, incomplete, mechanically reproduced, or apparent fraudulent entries may be disqualified within Sponsor's sole discretion.

The winner will be contacted by Sponsor's comment on Entrant's post on the Sponsor's Instagram® page and will be directed on further required steps. If a winner fails to respond within forty-eight (48) hours of Sponsor's comment being so posted notifying the potential winner, or the Sponsor's comment is not accepted or delivered for any reason, that winner will be deemed to have forfeited his/her prize, and Sponsor may select a substitute 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 post/Entry 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.

PRIZES:

One (1) Grand Prize: One (1) Grand Prize Winner will receive one (1) Tanger Outlets Gift Card in the amount of five hundred dollars ($500.00). Limit One (1) prize per winner.

Prize will be mailed.

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. Original gift cards must be presented. 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 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.

WINNER NOTIFICATION: Winner will be notified by Sponsor's comment on Entrant's post on the Sponsor's Instagram® page. **It is Entrant's sole responsibility to check the Instagram® to verify whether the Entrant has been selected as a potential winner.** If a potential prize winner does not respond to Sponsor within the required time period, such potential winner may be disqualified, and an alternate winner will be selected by random drawing. A potential prize winner will receive an Affidavit of Eligibility, Liability & Publicity Release (the "Releases"), which must be completed in its entirety and returned to Sponsor prior to the potential winner claiming his/her prize. A potential Winner will not be confirmed as the Official Winner until the Releases are completed and returned to Sponsor pursuant to these Official Rules. A winner may waive his/her right to receive a prize.

Non-winning Entrants will not be notified.

PRIZE CONDITIONS AND LIMITATIONS: 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.

PUBLICITY RELEASE: Acceptance of a prize constitutes Winner's express consent, authorization and permission to Sponsor and their agencies 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.

SUBMITTING AN ENTRY IN THIS SWEEPSTAKES CONSTITUTES ENTRANT'S IRREVOCABLE ASSIGNMENT, CONVEYANCE AND TRANSFERENCE TO SPONSOR OF ANY AND ALL RIGHT, TITLE AND INTEREST IN THE ENTRY INCLUDING, WITHOUT LIMITATION, ALL COPYRIGHTS.

CONDITIONS: 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 waive any right to claim ambiguity in regard to the Sweepstakes mechanics and implementation, or interpretation of these Official Rules. All federal, state, local, sales, income taxes and other taxes, if applicable, are the sole responsibility of the Winner. Sweepstakes is subject to all applicable federal, state and local laws. To the fullest extent permitted by law, by accepting a prize, Winner agrees to release, discharge, indemnify and hold harmless Sponsor, its advertising and promotion partners and 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 accepted, or participation in this Sweepstakes.

To the fullest extent permitted by law, Released Parties are not responsible for, and Participants, Entrants and Winners 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 telephone or Internet service; (iii) unauthorized human intervention in any part of the entry process or the Sweepstakes; (iv) electronic or human error which may occur in the administration of the

Sweepstakes or the transmitting or processing of entries; or (v) 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 (vi) 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.

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 of termination, a notice will be posted online, and Sponsor will select Sweepstakes winners from all eligible entries received up to the time of termination or modification. Any damage made to the Sweepstakes site will be the responsibility of the authorized email account holder of the email address submitted at the time of entry. Any use of robotic, automatic, or programmed methods of participation will void all such submissions. Sponsor reserves the right to prohibit the participation of an individual if fraud or tampering is suspected or if the account holder 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 Sweepstakes 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.

NOTICE TO ONLINE ENTRANTS: 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/Independent Administrator, in their sole discretion. In the event of termination, a notice will be posted on the Instagram® page and Sponsor will select Sweepstakes winners from all eligible entries received up to the time of termination or modification. Any damage made to the Instagram® page or other Sweepstakes site will be the responsibility of the authorized email account holder of the email/ IP address submitted at the time of entry. Proof of submitting an Entry will not be deemed to be proof of receipt by Sponsor. Any use of robotic, automatic, or programmed methods of participation/voting will void all such submissions/votes by such methods. Sponsor reserves the right to prohibit the participation/voting of an individual if fraud or tampering is suspected or if the account holder 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.

In the event of a dispute regarding the identity of an Entrant, Entry will be deemed submitted by the "Authorized Account Holder" of the IP address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an IP address by an Internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the entry. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. Sponsor, Instagram®, their affiliate companies, parents,

subsidiaries, divisions, officers, directors, and agents 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.

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, 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 FRADULENT INDUCEMENT THEREOF.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEBSITE 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.

PRIVACY: Personal information collected from online entrants is subject to the Privacy Policy, which can be found at http://www.tangeroutlet.com.

WINNER CONFIRMATION: For a written confirmation of the winner (available after January 19, 2021) send a stamped, self-addressed envelope (no later than February 19, 2021), to: Tanger Outlet Centers' #TangerHAULidays Sweepstakes Winner Confirmation Request, Tanger Outlet Centers, 3200 Northline Ave., Suite 360, Greensboro, NC 27408.

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

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

Void outside the U.S. and wherever else prohibited and/or restricted.