NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. SWEEPSTAKES IS VOID WHERE PROHIBITIED OR RESTRICTED BY LAW. EACH INDIVIDUAL (the "entrant") MUST BE EIGHTEEN YEARS (18) OF AGE OR OLDER AS OF THE ENTRY DATE OF THE SWEEPSTAKES.eee

- 1. **Eligibility**: The OshKosh B'gosh Strokes of Genius Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States, the District of Columbia and United States territories (including APO/FPO military addresses) and Puerto Rico, who are at least eighteen (18) years of age at the time of entry. Employees of The William Carter Company (the "Sponsor"), Wildfire Interactive, Inc. ("Wildfire"), as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning and receiving a prize is contingent upon compliance of these Official Rules and fulfilling all requirements.
- 2. **Sponsor and Administrator**: The Sponsor/Administrator is The William Carter Company, 3438 Peachtree Road NE, Suite 1800, Atlanta, GA 30326.
- 3. **Timing**: The Sweepstakes begins on 2/24/14 at 12:00 p.m. Eastern Time ("ET"), and ends on 3/10/14 at 11:59:59 p.m. ET (the "Sweepstakes Period").
- 4. <u>How to Enter</u>: There are two (2) methods of entry. <u>There is a limit of one entry per person during the Sweepstakes Period regardless of the method of entry</u>. All eligible entries will be automatically entered into subsequent Entry Periods (see chart below under Section #5) based on the date an entrant's entry was received.
 - A. Online Method of Entry: During the Sweepstakes Period, an entrant can enter the Sweepstakes through the Sweepstakes application on the OshKosh B'gosh Facebook page (www.facebook.com/oshkoshbgosh). If an entrant has not already "Like" the OshKosh B'gosh Facebook page, entrant must first click on the "Like" button in order to access the Sweepstakes application. Once an entrant clicks on the Sweepstakes application, entrant will advance to the authorization page where entrant will be required to authorize Sponsor to access entrant's basic profile information and other content in order to participate in the Sweepstakes. Entrant must then follow the links and instructions to complete and submit a registration form by providing his or her first and last name, email address, phone number and a valid home address (P.O. boxes are not permitted). There is a limit of one (1) entry per natural person during the Sweepstakes Period. Any attempt by an entrant to obtain more than one (1) entry by using multiple or different email addresses, Facebook accounts, identities, registrations and logins, or any other methods will void that entrant's entries and entrant will be disqualified. Any entry obtained by use of any script, macro, automated system or, made via robotic, mechanical, programmed or like method or, that is not in compliance with these Official Rules will be disqualified. In the event an entrant fails to provide the information on the registration form, or if the information on the registration form is not valid, or if the registration form is not successfully submitted, any such attempted entries will become null and void. In case of a dispute as to the identity of an entrant, entry will be considered to have been made by the authorized account holder of the email account identified with the Facebook account through which the submission

occurred regardless of the individual that submitted the entry. Entrants are not permitted to share the same email account. In the event of a dispute regarding entries received from multiple entrants using or having the same email address, the authorized account holder of the email address at the time of submission will be deemed to be the entrant. Sponsor reserves the right to deem that the entry was submitted by the authorized account holder of the email address. "Authorized Account Holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or any organization that is responsible for assigning email addresses or the domain associated with the submitted email address. Entrant may be required to show proof of being the Authorized Account Holder and required to produce proof of identity. At the completion of the registration form there will be an option for an entrant to opt-in and: become a subscriber to OshKosh B'gosh email program to receive coupons, sales and in-store event notices. An entrant is not required to opt-in to OshKosh B'gosh email program to receive an entry into the Sweepstakes. For more information about how Sponsor uses the information of an email subscriber see Sponsor's privacy policy http://www.oshkosh.com/privacy/privacy-policy.html?id=oshkosh. By entering this Sweepstakes and choosing to check the "opt-in" box for OshKosh B'gosh email program on the registration form, entrant is agreeing to receive OshKosh B'gosh emails via the email address entrant provided until entrant chooses to unsubscribe. Opting-in to become a OshKosh B'gosh email subscriber will not improve an entrant's chance of winning a prize.

- B. **Telephone Method of Entry**: To enter without an Online Method of Entry during the Sweepstakes Period an entrant may call Toll-Free 1-877-642-5666. An entrant must leave an intelligible message with his or her full name, daytime phone number, and the name of the Sweepstakes in English. Entrant should speak slowly and clearly when providing the above mentioned information.
- 5. **Drawing:** The Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes are final and binding in all matters related to the Sweepstakes. Sponsor will conduct fourteen (14) random drawings, see details below in chart. All non-winning eligible entries will be automatically entered into subsequent Entry Periods based on the date an entrant's entry was received. The potential winners will be notified by email to the email address entrant provided on the registration form or by telephone to the telephone number entrant provided via the Telephone Method of Entry. Limit of one prize per person per household. Sponsor reserves the right to modify the notification process for any reason. If a potential winner: a) cannot be contacted; b) is unreachable or unresponsive; c) declines or cannot accept, receive or use the prize or any component of the prize; d) fails to comply with these Official Rules; e) submits a response after the allocated response by date, then the potential winner will forfeit any claim to a prize without compensation of any kind, and at Sponsor's sole discretion, an alternate potential winner will be selected. Only two (2) alternate drawings will be held per Entry Period, after which the applicable prize will remain un-awarded. In the event an entrant wins a prize, and is later found to be in violation of these Official Rules, entrant will be required to forfeit the prize or, if the violation is discovered after the winner has used or redeemed the prize, to reimburse Sponsor for the stated approximate retail value (the "ARV") of the prize listed in these Official Rules. Odds of winning depend upon the number of entries received during an Entry Period (including all carryovers).

Entry Period	Starts	Ends	Approximate Draw Date On or About
1	2/24/14 at 12:00 p.m. ET	11:59:59 p.m. ET on 2/25/14	2/26/14
2	2/24/14 at 12:00 p.m. ET	11:59:59 p.m. ET on 2/26/14	2/27/14
3	2/24/14 at 12:00 p.m. ET	11:59:59 p.m. ET on 2/27/14	2/28/14
4	2/24/14 at 12:00 p.m. ET	11:59:59 p.m. ET on 2/28/14	3/1/14
5	2/24/14 at 12:00 p.m. ET	11:59:59 p.m. ET on 3/1/14	3/2/14
6	2/24/14 at 12:00 p.m. ET	11:59:59 p.m. ET on 3/2/14	3/3/14
7	2/24/14 at 12:00 p.m. ET	11:59:59 p.m. ET on 3/3/14	3/4/14
8	2/24/14 at 12:00 p.m. ET	11:59:59 p.m. ET on 3/4/14	3/5/14
9	2/24/14 at 12:00 p.m. ET	11:59:59 p.m. ET on 3/5/14	3/6/14
10	2/24/14 at 12:00 p.m. ET	11:59:59 p.m. ET on 3/6/14	3/7/14
11	2/24/14 at 12:00 p.m. ET	11:59:59 p.m. ET on 3/7/14	3/8/14
12	2/24/14 at 12:00 p.m. ET	11:59:59 p.m. ET on 3/8/14	3/9/14
13	2/24/14 at 12:00 p.m. ET	11:59:59 p.m. ET on 3/9/14	3/10/14
14	2/24/14 at 12:00 p.m. ET	11:59:59 p.m. ET on 3/10/14	3/11/14

6. Prizes: There will be fourteen (14) prizes awarded. Each prize winner will receive a prize consisting solely of an OshKosh B'gosh Gift Card (the "Gift Card") with a value of fifty dollars (\$50). The total ARV of all prizes is four thousand nine hundred dollars (\$4,900). Certain restrictions and terms and conditions may apply to the Gift Card. Prize winner may be required to sign and return a Prize Acceptance Form or an Affidavit of Eligibility/Liability Release and as permitted by law a Publicity Release Form (the "Release Documents"). The value of the prize is taxable as income to the prize winner. The prize winner is solely responsible, at his or her own cost, for all matters relating to the prize, including but not limited to, all federal, state and local taxes. It is the prize winner's responsibility to seek independent counsel regarding tax implications. Prize winner must accept the prize as stated or prize may be forfeited and may be awarded to an alternate prize winner. Prizes are non-transferable in whole or in part except at the discretion of the Sponsor. No substitution or cash redemption except at the discretion of Sponsor, in which case a prize of equal or greater value will be awarded. Sponsor reserves the right, to substitute a prize (or component thereof) of equal or greater value for any reason whatsoever. Prize winner shall bear all risk of loss or damage to prize upon being awarded to prize winner and Sponsor does not have any obligation or responsibility to replace prize if lost, damaged or stolen. Sponsor is not responsible for any fees, costs, or additional charges that may result from an entrant or prize winner entering and participating in the Sweepstakes and/or being awarded and/or receiving and/or using a prize. Prizes will be fulfilled approximately 8-10 weeks after the completed Release Documents have been returned. An unclaimed prize will not be awarded. The following prizes will be awarded in the specified Entry Periods:

Entry Period	Daily Prizes Awarded	Prize Description	Approximate Retail Value ("ARV")
1	1	\$300 OshKosh B'gosh Gift Card and Shutterfly 20-page 8x11 photo book valued at \$39.99	\$339
2	1	\$300 OshKosh B'gosh Gift Card and Shutterfly 20-page 8x11 photo book valued at \$39.99	\$339
3	1	\$300 OshKosh B'gosh Gift Card and Shutterfly 20-page 8x11 photo book valued at \$39.99	\$339
4	1	\$300 OshKosh B'gosh Gift Card and Shutterfly 20-page 8x11 photo book valued at \$39.99	\$339
5	1	\$300 OshKosh B'gosh Gift Card and Shutterfly 20-page 8x11 photo book valued at \$39.99	\$339
6	1	\$300 OshKosh B'gosh Gift Card and Shutterfly 20-page 8x11 photo book valued at \$39.99	\$339
7	1	\$300 OshKosh B'gosh Gift Card and Shutterfly 20-page 8x11 photo book valued at \$39.99	\$339
8	1	\$300 OshKosh B'gosh Gift Card and Shutterfly 20-page 8x11 photo book valued at \$39.99	\$339
9	1	\$300 OshKosh B'gosh Gift Card and Shutterfly 20-page 8x11 photo book valued at \$39.99	\$339
10	1	\$300 OshKosh B'gosh Gift Card and Shutterfly 20-page 8x11 photo book valued at \$39.99	\$339
11	1	\$300 OshKosh B'gosh Gift Card and Shutterfly 20-page 8x11 photo book valued at \$39.99	\$339
12	1	\$300 OshKosh B'gosh Gift Card and Shutterfly 20-page 8x11 photo book valued at \$39.99	\$339

		\$300 OshKosh B'gosh Gift Card and Shutterfly 20-page 8x11 photo book valued	
13	1	at \$39.99	\$339
		\$300 OshKosh B'gosh Gift Card and Shutterfly 20-page 8x11 photo book valued	
14	1	at \$39.99	\$339

- 7. Release: BY PARTICIPATING IN THIS SWEEPSTAKES ENTRANT AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS SPONSOR, UPI, WILDFIRE, FACEBOOK, AND THEIR PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, PARTNERS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS AND DIRECTORS (COLLECTIVELY, THE "RELEASED PARTIES") FROM ANY AND ALL LIABILITY FOR ANY INJURIES (INCLUDING EMOTIONAL DISTRESS), FROM ANY AND ALL CAUSE OF ACTION, LIABILITIES, SUITS, CLAIMS INCLUDING BUT NOT LIMITED TO, THIRD PARTY CLAIMS THAT MAY BE MADE AGAINST ENTRANTS, AND CLAIMS ARISING OUT OF OR RELATING TO ACCEPTANCE, RECEIPT, POSSESSION OR USE/MISUSE OF ANY PRIZE, OR ANY PUBLICITY OR OTHER PUBLIC EXPOSURE OF ENTRANT, INCLUDING WITHOUT LIMITATION, CLAIMS CONCERNING INFRINGEMENT OR INVASION OF ENTRANT'S PRIVACY OR PUBLICITY RIGHTS, OR DEFAMATION, OR ACTS UNDERTAKEN IN PREPARATION FOR, PARTICIPATION IN, THE SWEEPSTAKES, AND LOSSES AND/OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING DEATH, OR PROPERTY ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ANY PRIZE OR RESULTING FROM AWARDING, ACCEPTANCE, NOTIFICATION, POSSESSION, USE, MISUSE, LOSS OR MISDIRECTION OF ANY PRIZE OR RESULTING FROM PARTICIPATING OR INABILITY TO PARTICIPATE IN THIS SWEEPSTAKES PROMOTION OR ANY SWEEPSTAKES PROMOTION OR PRIZE RELATED ACTIVITIES.
- 8. **Publicity**: Entrants grant Sponsor, or any representative acting on behalf of Sponsor the right to use all information related to the Sweepstakes, for marketing purposes, administration of Sweepstakes, or any other purpose Sponsor believes may be of interest to entrant about products and services offered by Sponsor, unless prohibited by law, and winners grant Sponsor and its agents' throughout the universe and forever, the right to use and publish their name, user name, address of city and state, voice, likeness, photograph, biographical and prize information by any and all means, devices, processes and technology, and in all language and in all media, now known or hereafter invented, contemplated or devised, including, without limitation, the internet, television, film, video cassettes, video discs and other audio-video devices, and radio broadcast and print publications for advertising, promotional, regulatory compliance and/or other purposes related to this Sweepstakes without notice to prize winner, without credit and without compensation or obligation except where prohibited by law. Prize winners reserve no rights with respect to such uses. Sponsor is free to assign the rights prize winners have granted by participating in this Sweepstakes to Sponsor or to anyone Sponsor chooses.
- 9. **General Conditions:** If for any reason whatsoever the Sweepstakes (in whole or in part) is not capable of running as planned due to but not limited to, computer virus, worm, bug, tampering, hacking, unauthorized intervention, fraud, technical difficulties or failures or any other causes which in the sole opinion of Sponsor, could corrupt or affect the administration, security, integrity, fairness, or proper conduct of this Sweepstakes, the discretion of only the Sponsor, reserves the right to cancel, modify, suspend or terminate the Sweepstakes and determine prize winners from entries already received or as otherwise deemed fair and equitable by Sponsor. Entries become the sole property of the

Sponsor and may not be acknowledged or returned. Entrants and prize winners acknowledge and agree their entries become the property of the Sponsor, which thereby has the right to promote and otherwise use entries in any way Sponsor sees fit. Sponsor has the sole discretion and absolute right to determine whether an entry qualifies as an entry and whether an entrant is in compliance with these Official Rules without notice to the entrant. Sponsor reserves the right to verify the eligibility of any entrant. Any entrant or entry not in compliance with these Official Rules will be disgualified. Proof of sending an entry submission will not be deemed to be proof of receipt by Sponsor. Sponsor reserves the right to disgualify any person found or suspected of, tampering with the entry process, or the operation of this Sweepstakes, acting in violation of these Official Rules, acting in a non-sportsmanlike or disruptive manner, or acting with the intent to annoy, abuse, threaten, or harass any other person. 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. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. In the event of a conflict between these Official Rules and the Sponsor's Privacy Policy, to the extent it applies, the Official Rules will control.

10. Limitations of Liability: Sponsor assumes no liability for any entries that are submitted into the Sweepstakes that violate these Official Rules. In the event of failure to capture any information for any reason whatsoever, including but not limited to as a result of the effects of hackers or the failure of any electronic equipment, computer or cellular transmission, or network connections, any such attempted entries will be null and void. Once an entry is submitted, it cannot be deleted, canceled or modified by an entrant. If for any reason whatsoever information is not available to contact a potential prize winner, the entry will become null and void and the entrant will be disqualified from the Sweepstakes. Any other attempted form or method of entry, except as outlined above will void that entrant's entry and that entrant will be disqualified from the Sweepstakes. Sponsor reserves the right to verify the eligibility of any entrant and his or her entry. The Released Parties shall not have any obligation, responsibility or liability, including any responsibility to award any prize to entrants, with regard to: (1) Entries, or Release Documents that are forged or altered or contain inaccurate information or do not comply with or violate these Official Rules; (2) Entries, Release Documents that are lost, late, incomplete, illegible, unintelligible, damaged, garbled, misaddressed, postage due or misdirected, and/or for errors, omissions, interruptions, deletions, defects or delays in the operations or the transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices or transmission lines or data corruption, theft, destruction, unauthorized access to, or alteration of, entry materials, loss or otherwise; (3) Electronic communications which are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in an entrant's e-mail account to receive e-mail messages; failures or malfunctions of phones, phone lines or telephone or data transmission systems; interrupted or unavailable network, server or other connections; any error omission, interruption, defect or delay in any transmission or communication; traffic congestion on the Internet or any technical problem (4) Any human or electronic errors resulting in errors of printing of Sweepstakes offer/administration, announcement of prize winner and/or prize, or any errors of any kind that may result in the selection and notification of a prize winner; (5) Entrants who have committed fraud or deception in entering or participating in the Sweepstakes or claiming a prize; (6) Any inability of the prize winner to accept the prize in whole or in part for any reason whatsoever; (7) If a prize cannot be awarded to a prize winner due to delays or

interruptions due to Acts of God, natural disasters, terrorism, weather, war, fire, labor dispute or strike, transportation interruption or any similar event beyond the Sponsor's reasonable control; (8) Human error, unauthorized human intervention, inaccurate capture or mis-entry of any information; and (9) Any entrant, prize winner or any other person for damage to such person's computer or its contents and/or mobile device. Entrant/prize winner acknowledges he or she will release and hold harmless Released Parties, and any representative acting on behalf of Sponsor for any claims or causes of action based on publicity rights, defamation or invasion of privacy and the condition and features of a prize, merchandise delivery, be it a prize or potential prize winner's Release Documents. Sponsor reserves the right to correct any typographical errors or any errors pertaining to this Sweepstakes for any reason whatsoever. Proof of submitting Release Documents is not considered to be proof of delivery or receipt.

- 11. Disputes: Except where prohibited, by participating, entrant, prize winner agree that all issues and questions concerning the construction, validity, interpretation, administration, and enforceability of the Official Rules, or the rights and obligations of an entrant and/or prize winner and Sponsor, shall be governed by and construed exclusively in accordance with the laws of the state of the Georgia without giving effect to any principles of conflicts of law of any jurisdiction and that: (1) any and all disputes, claims, and causes of actions arising out of, or connected with the Sweepstakes, shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating, but in no event attorney's fees; (3) under no circumstances will any entrant and/or prize winner be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-ofpocket expenses, and any and all rights to have damages multiplied or otherwise increased. By entering the Sweepstakes, all participants agree to be subject to jurisdiction in the Federal and State court of Georgia and agree that all disputes relating in any way to this Sweepstakes must be resolved in the courts of Georgia.
- 12. Winners List: To obtain the list of prize winners, send a self addressed, stamped envelope to The William Carter Company, 3438 Peachtree Road NE, Suite 1800, Atlanta, GA 30326, ATTN: OshKosh B'gosh Strokes of Genius Sweepstakes Winners List. Requests must be received by May 26, 2014.
- 13. Official Rules: For a copy of Official Rules visit www.facebook.com/oshkoshbqosh.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrant understands that he/she is providing his/her information to Sponsor and not to Facebook.