



USER GENERATED CONTENT LEGAL TERMS OF USE

Revised Aug 2017*

This User Generated Content Legal Terms of Use (the "Terms") contain the terms which govern and control when you transmit upload, post, e-mail or otherwise make available data, text, software music, sound, photographs, graphics, images, videos, messages or other materials ("User Content") on or to any websites, microsite or any other internet property owned, operated or sponsored by Carter's, Inc. and our subsidiaries and brands, which include Carter's and OshKosh B'Gosh (collectively, "Carter's," "we," "us" and "our"), including www.carters.com and www.oshkosh.com (collectively the "Site" or "Sites").

PLEASE READ THESE TERMS CAREFULLY BEFORE UPLOADING ANY USER CONTENT TO THE SITE.

IMPORTANT NOTICE – THIS IS A CONTRACT. In consideration for the permission by Carter's to post User Content you agree that by accessing or using the Site on any computer, mobile phone, tablet, console or other device (collectively, "Device"), you signify that you have read, understand and agree to be bound by these Terms without limitation or qualification and any other applicable law, whether or not you are a registered Carter's user.

If the Terms change, we will post updated terms on the Site. You can tell if these Terms have changed by checking the "updated" date that appears above. In the case of any substantive change, we will give notice of the changes by posting the amended terms on the Site at least thirty days before the effective date of the change. If you have provided us with your email address, we will also notify you of any such substantive change by sending an email at least thirty days before the effective date of the change to the email address you most recently provided to us. We encourage you to keep the email address you provide to us current, and to promptly notify us of any changes to your email address, so that you may receive any notices we send to you regarding substantive changes to these Terms. If you do not agree to the new Terms, you should stop using the Site. Otherwise, the new Terms will take effect after thirty days.

GENERAL RULES FOR USER CONTENT

Your Responsibility

When you transmit upload post, e-mail or otherwise make available User Content on or to the Site (a "Submission"), you are entirely responsible for such User Content. Such User

Content constitutes a Submission by you and this means that you and not Carter's are entirely responsible for all User Content that you post to any Site and that any such access or use is undertaken at the your own risk.

Your Representation of Ownership

If you share or post a picture, while you do own it, you are agreeing to these Terms. You are responsible to make sure that your Submission is original and not created or owned by another person or entity. You hereby represent and warrant that (i) you own all rights in and to your User Content. (ii) if the User Content is subject to third party proprietary rights. you have all necessary licenses, rights, consents and permissions to publish the User Content you submit and to grant the rights granted herein, including permission from all person(s) appearing in your user Content: (iii) you are not a minor, (iv) you are legally entitled to post the User Content, and the use of your User Content as described herein will not violate the rights, including but not limited to copyright, trademark, privacy, publicity or other proprietary rights, of any third party or any law and (v) the User Content is not libelous, defamatory, obscene, pornographic, abusive, indecent, threatening, harassing, hateful, or offensive. You hereby release, discharge and agree to hold us, and any person acting on our behalf, harmless from any liability related in any way to the use of your User Content.

Your Obligations:

Be Appropriate. By posting User Content you agree you will not upload that, in Carter's sole discretion, is illegal, offensive, libelous, defamatory, inflammatory, deceptive, inaccurate, misleading, malicious, fraudulent, false, indecent, harmful, harassing, intimidating, threatening, hateful, abusive, vulgar, obscene, pornographic, violent, sexually explicit, invasive of privacy, offensive in a sexual, racial, cultural, or ethnic context, or will harm or threaten the safety of others. Please be aware that any individual Submission or posting does not necessarily reflect the view of Carter's.

Do Not be Commercial. Do not post or solicit personal information of yours or any third party. The Site is not to be used for any commercial purpose. Do not post any advertising, solicitation or commercial content whatsoever. Do not accept payment from a third party in exchange for your performing commercial activity on the Site. Do not post any User Content that involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing or "spamming."

Your Grant to Carter's. You hereby grant to Carter's, without any compensation, a non-exclusive, irrevocable, worldwide, royalty-free right and license to exhibit and otherwise use (and to authorize third parties to exhibit and otherwise use) the User Content, in perpetuity in any manner or media now or later developed, for any purpose, commercial, advertising, or otherwise, including the right to translate, display, reproduce, modify, create derivative works, sublicense, distribute, assign and commercialize without any payment due to you. Your Submission will not be returned by Carter's.

Your Indemnity. To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless Carter's from and against any and all claims, damages, losses, liabilities, costs and expenses (including but not limited to attorneys' fees) arising from or related to: (a) your violation or breach of these Terms; or (b) your violation of any third-party rights, including without limitation any copyright, trademark, property, privacy or publicity right. This indemnification, defense and hold harmless obligation will, notwithstanding anything to the contrary, survive your use of the Site. In the event the User Content causes any technical disruption, you agree to be responsible for any and all liabilities and costs and expenses (including attorneys' fees and expenses) arising from any and all claims brought by third parties based upon such technical disruptions.

Your Release. Without limiting anything set out above, to the fullest extent permitted by applicable law, you hereby release Carter's from all damages, liability, claims, actions, demands and costs of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with these Terms. IF YOU ARE A CALIFORNIA RESIDENT, YOU EXPRESSLY WAIVE CALIFORNIA CIVIL CODE § 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Warranty Disclaimer

The Company is not responsible or liable for any User Content or other content posted on our Sites or for any offensive, unlawful or objectionable content you may encounter on or through our Sites. The User Content and the materials and products on a Site are provided "AS IS" and without warranties of any kind. To the fullest extent permitted by law, the Company disclaims all warranties, express or implied, including, but not limited to, implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. The Company does not guarantee and does not promise any specific results from use of our User Generated Sites. Carter's does not represent or warrant that our Sites will be uninterrupted or error free, that any defects will be corrected, or that they or the server that makes them available are free of viruses or anything else harmful. To the fullest extent permitted by law, Carter's does not make any warranties or representations regarding the use of the materials or content on our Site in terms of their correctness, accuracy, adequacy, usefulness, reliability or otherwise. You understand and agree that you download or otherwise obtain content at your own risk, and that you will be solely responsible for your use and any damage to your mobile device, computer system or other device in which you access our Site, loss of data or other harm of any kind that may result. Carter's reserves the right to change any and all User Content and other items used or contained on our Site at any time without notice. Some states do not permit limitations or exclusions on warranties, so the above limitations may not apply to you.

Limitation of Liability

CARTER'S SHALL NOT BE LIABLE FOR ANY DIRECT, SPECIAL INCIDENTAL INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, OUR USER CONTENT OR THE CONDUCT OF OTHER USERS (WHETHER ONLINE OR OFFLINE) OR ANY USER-GENERATED CONTENT, EVEN IF CARTER'S HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF OUR SITES. YOUR ONLY REMEDY AGAINST CARTER'S FOR USE OF OUR SITE OR ANY CONTENT IS TO STOP USING THE SITES. ACCORDINGLY, IF CARTER'S IS FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS WHICH IS IN ANY WAY CONNECTED WITH YOUR USE OF OUR SITES OR ANY CONTENT, CARTER'S'S LIABILITY SHALL NOT EXCEED US \$100.00. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Termination

Carter's reserves the right in its sole discretion to terminate your account, delete your profile and any of your User Content, and restrict your use of all or any part of our Sites for any or no reason, without notice, and without liability to you or anyone else. Carter's also reserves the right to block users from certain IP addresses or Device numbers and prevent access to our Sites. You understand and agree that some of your User Content, such as that which is displayed outside your profile, in activity feeds, in other parts of the Site, or on other platforms (e.g., Facebook, Twitter, Google, etc.), may continue to appear on the Site or on other platforms even after your User Content is removed or your account is terminated. These Terms and Conditions remain in effect even after your account is terminated.

Incorporation of Carter's Legal Terms and Conditions

These Terms and the use of our Sites is also governed by Carter's Legal Terms and Conditions for its Sites which can be reviewed and accessed by clicking on the following link, [insert link here]. Carter's Legal Terms and Conditions on its Sites are incorporated herein by reference as though fully set forth in these Terms.

Entire Agreement/Waiver

These Terms constitute the entire agreement between you and Carter's with respect to the User-Content. The failure of Carter's to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

NOTICE REGARDING DISPUTE RESOLUTION: THESE TERMS CONTAIN PROVISIONS THAT GOVERN HOW CLAIMS YOU AND CARTER'S HAVE AGAINST EACH OTHER ARE RESOLVED (SEE "ARBITRATION AGREEMENT – LEGAL DISPUTES" SECTION BELOW), INCLUDING AN OBLIGATION TO ARBITRATE DISPUTES, WHICH WILL, SUBJECT TO LIMITED EXCEPTIONS, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING ARBITRATION, UNLESS YOU OPT-OUT IN ACCORDANCE WITH THE "ARBITRATION AGREEMENT – LEGAL DISPUTES" SECTION BELOW.

Arbitration Agreement – Legal Disputes

Initial Dispute Resolution. We are available by email to address any concerns you may have regarding your use of the Site and or submission of User Content. Most concerns may be quickly resolved in this manner. The parties shall use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations which shall be a precondition to either party initiating a lawsuit or arbitration. Please see "*How to contact us?*" below for more information on how to reach out to us.

Terms of Service and Binding Arbitration Agreement. If the parties do not reach an agreed upon solution within a period of thirty (30) days from the time informal dispute resolution is pursued pursuant to the "—Initial Dispute Resolution" section above, then either party may initiate binding arbitration. All claims arising out of or relating to these Terms (including its performance and breach), the parties' relationship with each other and/or your use of the Site shall be finally settled by binding arbitration administered by the American Arbitration Association on a non-confidential basis in accordance with the provisions of its Commercial Arbitration Rules and the supplementary procedures for consumer related disputes of the American Arbitration Association (the "AAA"), excluding any rules or procedures governing or permitting class actions. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms, including, but not limited to any claim that all or any part of these Terms are void or voidable. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The procedures and rules of the Federal Arbitration Act shall exclusively govern the interpretation and enforcement of this arbitration provision and the parties hereby reject, waive, and disclaim the application of any state arbitration act.

The AAA's rules governing the arbitration may be accessed at www.adr.org or by calling the AAA at 1.800.778.7879. To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, Carter's will pay the additional cost. A request for payment of fees should be submitted to AAA along with your form for initiating the arbitration, and Carter's will make arrangements to pay all necessary fees directly to

AAA. If the arbitrator finds the arbitration to be non-frivolous, we will pay all of the actual filing and arbitrator fees for the arbitration, provided your claim does not exceed \$75,000. The arbitration rules also permit you to recover attorney's fees in certain cases.

The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

Class Action Waiver. **The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis.** If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

Exception — Small Claims Court Claims. Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

30 Day Right to Opt Out. You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth in the preceding paragraphs by sending written notice of your decision to opt-out to the address below under "*How do I contact you?*". The notice must be sent within thirty (30) days of registering to use the Site, otherwise you shall be bound to arbitrate disputes in accordance with the provisions of this section. If you opt-out of these arbitration provisions, Carter's also will not be bound by them.

Exclusive Venue for Litigation. Solely to the extent the arbitration provisions set forth above do not apply, or for purposes of either party enforcing an award granted to it pursuant to arbitration, the parties agree that any litigation between them shall be filed exclusively in state or federal courts located in Fulton County, Atlanta, Georgia (except for small claims court actions which may be brought in the county where you reside). The parties expressly consent to exclusive jurisdiction in Fulton County, Atlanta, Georgia for any litigation other than small claims court actions. The Parties irrevocably consent to personal jurisdiction in Fulton County, Atlanta, Georgia for any litigation and hereby waive, for all purposes, their right to challenge the lack of personal jurisdiction of any court in such jurisdiction over any litigation arising in connection with, out of, or as a result of (a) these Terms or the Site and (b) any acts or omissions of Carter's in connection with these Terms or the Site.

How do I contact you?

For questions about our User Generated Content Terms or to update your personal information you can contact us by postal mail, telephone or email as follows: Carter's Consumer Affairs, 206 State Street, Oshkosh, WI 5490; 888-782-9548; contactus@carters.com.

GENERAL RULES AND PROCEDURES FOR USER CONTENT POSTINGS

We are excited to see your photos but, we want you to be aware of some tips and rules to keep in mind before you start sharing.

Make sure that that your photos DO contain the following:

- Ideal photos will feature easily recognizable Carter's & and/or Oshkosh products.
- Avoid snapshots that are blurry or dark.
- If any child under the age of 16 is featured in the photo, you must have permission from a parent/legal guardian.
- For copyright reasons, only upload photos that you own or have the permission to use.

Make sure that your photos DO NOT contain the following:

- references to products, trademarks, logos, stores or websites of companies other than Carter's and/or OshKosh;
- User Content that would infringe or violate anyone else's rights, including copyright, trademark, patent, trade secret, privacy, publicity or other personal or proprietary rights, unless you have the owner's express permission;
- another person's name, photograph, image, likeness or appearance, unless you have that person's express permission; material for which you were compensated or provided any consideration by a third party;
- personal contact information for yourself or others;
- corrupted files, viruses, or any other similar software files, the intent of which is to damage the operation of another's computer;
- the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";
- content that is unlawful, threatening, harassing, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, sexually explicit, hateful, profane, indecent, racially or ethnically derogatory, false, misleading or otherwise objectionable to Carter's, as determined by Carter's in its sole and exclusive discretion;
- content that promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.

PLEASE BE AWARE OF THE FOLLOWING:

- We do make an effort to prescreen User Content. However, all User Content submitted may be subject to a review and approval process and therefore may not be posted to our Site immediately. We reserve the right but not the responsibility, to refuse to post or to remove any posting that does not comply with the above requirements and our Terms. Any such refusals are made in our sole discretion and we shall have no obligation to inform you if or why your submission was refused.
- You acknowledge and agree that Carter's does not have any obligation to review User Content, that Carter's is not in any manner responsible for User-Generated Content, that Carter's does not guarantee the accuracy, integrity or quality of User Content and that Carter's cannot assure that harmful, inaccurate, deceptive, offensive, threatening, defamatory, unlawful or otherwise objectionable User Content will not appear on the User Content Sites. You also acknowledge that by providing you with the ability to access, view and/or post User Content on the Site, that Carter's is merely acting as a passive conduit for such distribution and is not undertaking any obligation or liability relating to any User Content or activities of any users on the User Content Sites.
- When you submit content via third party sites such as Instagram™, Facebook™ or Twitter™, your use of those sites are governed by their terms and conditions and not ours. Instagram™, Twitter™ and Facebook™, and other similar social media forums are registered trademarks of their respective companies and not affiliated with Carter's or its Sites. Any submission via these or other similar social media sites are subject to all rules and regulations of such sites. If you choose to submit your photo via mobile phone, standard data rates may apply.
- Be aware that Carter's has no control over User Content once it leaves our Sites, and it is possible that others may duplicate material found on our Sites, including, but not limited to, on other sites on the Internet, including on any social media sites, so please exercise discretion in deciding what to post on any of our Sites.