

The Children's Place 25 Days of Giving Official Rules

NO PURCHASE OR APPLICATION DOWNLOAD NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: The Children's Place 25 Days of Giving (the "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 at the time of entry. Employees of The Children's Place Services Company, LLC, Merkle Inc., and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children and their respective spouses, regardless of where they reside) and household members of each such employee, whether or not related, are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules. Sponsor's and Administrator's decisions are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: The Children's Place Services Company, LLC, 500 Plaza Drive, Secaucus, NJ, 07094 ("Sponsor"). **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075 ("Administrator").

3. Timing: The Sweepstakes begins on November 26, 2021 at 12:00 a.m. Eastern Time ("ET") and ends on December 20, 2021 at 11:59 p.m. ET (the "Promotion Period"). The Sweepstakes consists of twenty-five (25) daily entry periods (each a "Daily Entry Period"). Each Daily Entry Period begins at 12:00 a.m. ET and ends at 11:59 p.m. ET. Administrator's computer is the official time-keeping device for the Sweepstakes.

4. How to Enter: During the Promotion Period, download The Children's Place <https://www.tcp25daysofgiving.com> ("Website") and follow the links and instructions to complete and submit the registration form, including a valid email address. Upon submission of the registration form, you will receive one (1) Sweepstakes entry into the applicable Daily Entry Period drawing, regardless of method of entry. Data rates may apply to download and use of the application.

Limit: You may enter one (1) time per Daily Entry Period during the Promotion Period, regardless of method of entry. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification and all associated entries will be void. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant and must comply with these Official Rules. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

Additional Sweepstakes Entry: During the Promotion Period, visit the Website and follow the links and instructions to provide a link to one (1) video of your little one sharing what's on their wish list ("Submission") to receive one (1) additional Sweepstakes entry into the applicable Daily Entry Period drawing. Limit: You may only receive one (1) additional Sweepstakes entry per Daily Entry Period (for a total of up to twenty-five (25) additional Sweepstakes entries per entrant during the Promotion Period) via this method.

Guidelines:

- The Submission must be a publicly accessible URL.

- Your Submission may be disqualified if, as determined by Sponsor in its sole discretion, it communicates messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate or otherwise is not in keeping with Sponsor's image, or is otherwise inappropriate, offensive, indecent, obscene, sexually explicit, tortious, defamatory, slanderous or libelous.

Permissions: Entrant must have permission from any recognizable individuals who appear in the Submission to use their names and likenesses in the Submission and to grant the rights set forth herein. Minors may only be included in the Submission if entrant is their parent or legal guardian. If requested, entrant must be able to provide such permissions or proof in a form acceptable to Sponsor.

5. Sponsor's Use of Submission: Uploading a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submission (and all elements embodied therein), including the name, city and state of residence, voice, performance, image and/or likeness of entrant, in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes, without additional notification or compensation to, or permission from, entrant or any third party. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.

6. Grand Prize Drawings: Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes Administrator will randomly select the potential Grand Prize winner for each Daily Entry Period on the day following the applicable Daily Entry Period from all eligible entries received during the applicable Daily Entry Period drawing. Non-winning entries will not be included in subsequent Daily Entry Period drawings. The potential winners will be notified by email, mail or phone on or around the next business day following the conclusion of the applicable Daily Entry Period. Each potential winner (will be required to sign and return a Declaration of Compliance, Liability Waiver and where not prohibited a Publicity Release ("Declaration") which must be received by Administrator within five (5) days of the date notice or attempted notice is sent, in order to claim their prize. If a potential winner of any prize cannot be contacted, fails to sign and return the Declaration or provide any other requested information within the required time period (if applicable), is not in compliance with these Official Rules, or the prize is returned as undeliverable, the potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason or forfeits the prize, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries for the drawing at issue. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. If a potential winner is at least 18 but still considered a minor in their jurisdiction of residence, Sponsor reserves the right to also require the winner's parent or legal guardian to sign the Declaration.

7. Prizes: TWENTY-FIVE (25) GRAND PRIZES (one (1) awarded per Daily Entry Period): A \$1,000 Prepaid Card (issuer to be determined by Sponsor). Your use of the prepaid card is governed by the Cardholder Agreement, and some fees may apply. This is not a gift card. Please note that prepaid cards are subject to expiration, so play close attention to the expiration date of the card. Approximate Retail Value ("ARV"): \$1,000.

Prizes cannot be redeemed for cash, are non-transferable and no substitution can be made by winners. Sponsor reserves the right to substitute a prize for one of equal or greater value for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received during the applicable Daily Entry Period. Total ARV of all prizes: \$25,000.

8. Release: Entrants agree to release and hold harmless Sponsor, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and

each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, illness, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

9. Publicity: Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, performance, voice, opinions and/or hometown and state, and Submission (if applicable), for promotional purposes in any media, worldwide in perpetuity, without further payment to, or consideration or permission from, winner.

10. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Sweepstakes, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Sweepstakes, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible, non-suspect entries received up to the date of discontinuance to award such prizes and may modify the prizes offered herein. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner; and all associated entries will be void. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

11. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software, whether or not such failures prevent a participant from entering the Sweepstakes; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the functionality of the app, the announcement of the prizes, or in any Sweepstakes-related materials; (5) lost, late, incomplete, invalid, unintelligible, inaccurate, garbled, delayed, or misdirected registrations, entries, Submissions, email, mail or other communications of any kind; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

12. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Southern District of New York or the appropriate New York State Court located in Manhattan; (2) 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 (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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. All

issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

13. Entrant's Personal Information: Information collected from entrants is subject to Sponsor's Privacy Policy <https://www.childrensplace.com/us/help-center/policies>.

14. Winner List: For a winner list, visit <https://bit.ly/303cJef>. The winner list will be posted after winner confirmation is complete.

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