

## **2021 Burlington Back to School Sweepstakes Official Rules**

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

**1. Eligibility:** 2021 Burlington Back to School Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States (and D.C.) and Puerto Rico who are at least eighteen (18) years old at the time of entry and have a computer and access to the internet. Employees of Burlington Stores, Inc., and its affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible to enter or win. 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 and Sponsor's, Host's and Judge's decisions, which 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:** Burlington Stores, Inc. ("Sponsor" and "Host"), having a principal place of business at 1830 Route 130 North, Burlington, NJ 08016. Judge: Random.org has been retained by Sponsor to select the Prizes ("Judge"). The Sponsor is responsible for the delivery of the Prize(s) to the Winner(s).

**3. Timing:** The Sweepstakes begins on July 13, 2021 at 9:00 a.m. Eastern Time ("ET") and ends on August 10, 2021 at 11:59 p.m. ET (the "Promotion Period").

**4. How to Enter:** During the Promotion Period, you may submit one (1) entry through either Instagram or Facebook by visiting Burlington's Instagram or Facebook page and looking for the designated Sweepstakes image which will be shared on 7/13/2021, tagging two (2) people in the comments section and adding #SavedByTheBurlSweepstakes in the comments section (your "Submission"). You may only enter one (1) time on each platform and will only gain up to (2) entries to the Sweepstakes by submitting your Submission.

There will be one drawing from Instagram and Facebook and all entries will be combined. To gain entry into the Sweepstakes, you must complete and submit an entry either by Instagram and/or Facebook for chances to win. You must enter by the deadline indicated in the Posts in order for your entry to be eligible. To enter, you must have a public Instagram and/or Facebook account. If you do not have an Instagram and/or Facebook account, and you would like to create one for free, download the free Instagram app or Facebook app to your mobile device at either the Apple® App Store or the Google® Play store. Potential winning entrant may be required to show proof of being the authorized account holder of the email address/Instagram account associated with the Submission. Limit one (1) Entry per person per Post, up to two (2) entries total if an eligible Post is submitted on both Instagram and Facebook. Entries on Instagram and Facebook will only be eligible to win a prize for the Sweepstakes. Entries will be combined. Normal Internet access, phone/usage charges imposed by your online/phone service will apply. All Entries become property of the Sponsor. By entering your Submission, you agree that your Submission conforms to the Content Restrictions as defined below and that Sponsor, in its sole discretion, may remove your Submission and disqualify you from the Sweepstakes if it believes that your Submission fails to conform to the Restrictions. Entrant must have permission from all individuals that appear in the Submission (if any) to use their name and likeness in the Submission and to grant the rights set forth herein. If requested, entrant must be able to provide such permissions in a form acceptable to Sponsor. Entering 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 submissions 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. 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.

By completing the Submission requirements, you will automatically receive one (1) entry into the Sweepstakes. By entering your Submission, you agree that your Submission conforms to the Content Restrictions as defined below and that Sponsor, in its sole discretion, may remove your Submission and disqualify you from the Sweepstakes if it believes that your Submission fails to conform to the Restrictions. Entrant must have permission from all individuals that appear in the Submission (if any) to use their name and likeness in the Submission and to grant the rights set forth herein. If requested, entrant must be able to provide such permissions in a form acceptable to Sponsor. Entering 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 submissions 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. 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.

#### Content Restrictions:

- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Submission must not disparage Sponsor, or any other person or party affiliated with the Sweepstakes;
- The Submission must not contain brand retailer's names or trademarks other than those owned by Sponsor, which entrant has a limited license to use to incorporate in his/her Submission in this Sweepstakes;
- The Submission must not contain images or artwork not created by entrant;
- The Submission must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where Submission is created.

When entering a Submission on Instagram or Facebook, your Accounts must not be set to "private mode." If your Accounts are set to "private mode", your Submission will not be received by Sponsor, resulting in your failure to enter the Sweepstakes.

**5. Prize Drawing:** Host is an independent organization whose decisions as to the administration and operation of the Sweepstakes are final and binding in all matters related to the Sweepstakes. Judge is an independent judging organization whose decisions as to the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Judge will randomly select twenty-five (25) potential winners from all eligible entries received during the Promotion Period. The potential winners will be notified within

one (1) week of the date of the drawing and will be required to respond to the win notification within two (2) business days of the date notice or attempted notice is sent. If a potential winner of prize cannot be contacted, fails to respond, or fails to provide the information requested within two (2) business days, 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, Sponsor may, in its sole discretion, award the prize to an alternate winner by random drawing from among all remaining eligible entries from the applicable Promotion Period. Prize will be fulfilled approximately 4-8 weeks after the conclusion of the Promotion Period. Odds of winning a prize depend on the number of eligible entries received during the Promotion Period.

**6. Prize:** There will be twenty-five (25) Winners total. Each Winner will receive one (1) \$100 Burlington Gift Card (terms and conditions apply). Approximate Retail Value ("ARV") of each prize is \$100. Approximate Retail Value of all prizes (ARV): \$2,500. Prizes may not be substituted except at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use.

**7. Release:** By receipt of any prize, winners agree to release and hold harmless Sponsor, Host, Judge, Instagram, Inc., Facebook, Inc., 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, 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.

**8. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes the winners' consent to Sponsor's and its agents' use of winners' name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

**9. Tax Information:** Each prize winner is responsible for all federal, state, local and income taxes associated with winning prize.

**10. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. 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. 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; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; 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. If the Sweepstakes, or any part of it, is discontinued for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. 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 District of New Jersey or the appropriate New Jersey State Court located in Burlington County, New Jersey; (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 Jersey without giving effect to any choice of law or conflict of law rules (whether of the State of New Jersey or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New Jersey.

**13. Winner List:** For name of winners, available after August 11, 2021 send a self-addressed, stamped envelope to: Burlington Stores, Inc. ATTN: Social Marketing 2006 North Route 130, Burlington, NJ 08016. All requests for the winners' names must be received by October 31, 2021.

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