- 1. PROMOTION DESCRIPTION AND PERIOD: The T.J.Maxx #Maxxinista Promotion (the "Promotion") starts on March 4, 2014 at 12:00 PM Eastern Time ("ET") and ends April 1, 2014 at 11:00 AM ET (the "Contest Period"). The Promotion consists of a series of weekly independent contests (each, a "Weekly Contest") as well as a monthly independent contest (the "Monthly Contest"). During each Weekly Contest, participants are asked to submit a photo of their styled find from T.J.Maxx (each, a "Submission"). Entry for each Weekly Contest will begin each Tuesday during the Contest Period at 12:00 PM ET and end the following Tuesday at 11:00 AM ET during the Contest Period (each a "Weekly Entry Period"), except for the first Weekly Entry Period which shall begin at the start of the Contest Period. Sponsor will select a number of "Weekly Finalists" from among all eligible entries received during the applicable Weekly Entry Period, as further detailed below. Beginning at about 12:00 PM ET on each Tuesday during the Contest Period, immediately following each Weekly Entry Period, continuing through the following Tuesday at 11:00 AM ET, the Weekly Finalists from the prior Weekly Entry Period shall be posted on the "Contest Site" (as defined below) for fans to vote on (each, a "Weekly Voting **Period**"). Sponsor will consider the number of votes received and select seven (7) entries as the potential winners of the applicable Weekly Contest, subject to the terms and conditions herein (each, a "Weekly Winner"), as further detailed below. In addition, the seven (7) Weekly Winners for each Weekly Contest during the Contest Period (each a "Monthly Entrant") will be automatically entered into the Monthly Contest. One (1) "Maxxinista of the Month" winner will be selected by Sponsor from among all eligible Monthly Entrants from the Contest Period. Entry in the Promotion does not constitute entry into any other promotion, contest or sweepstakes.
- **2. SPONSOR:** T.J.Maxx a division of the TJX Companies, Inc. 770 Cochituate Road, Framingham, MA 01701 ("**Sponsor**"). This promotion is in no way sponsored, endorsed, or administered by, or in association with, Facebook, Twitter or Instagram.
- 3. ELIGIBILITY: PROMOTION OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE 18 YEARS OF AGE AND WHO HAVE REACHED THE AGE OF MAJORITY IN THEIR STATE OF RESIDENCE AT THE TIME OF ENTRY. Officers, directors and employees of Sponsor, its parent, subsidiaries, and affiliated companies, retailers, sales representatives, advertising, promotional and judging agencies, persons engaged in the development, production or distribution of materials for this promotion (collectively, the "Promotion Parties") and the immediate family members (i.e., parent, child, sibling, and spouse) of each and/or persons living in the same household of such individuals (whether related or not) are not eligible to participate. This Promotion is void in Puerto Rico, all U.S. territories and possessions, and where otherwise prohibited by law.
- **4. HOW TO ENTER:** NO PURCHASE NECESSARY AND NO ENTRY FEE, PAYMENT OR PROOF-OF-PURCHASE IS NECESSARY TO PARTICIPATE. During the Contest Period, you can enter the Promotion in three different ways.

<u>Via Facebook</u>: Access the "Contest" app on the T.J.Maxx Brand Page on Facebook located at http://www.facebook.com/TJMaxx (the "Contest Site") and follow the instructions to complete the entry form and upload your Submission to the Contest Site. Your Submission should include the item brand name and price (but it is not required) in addition to completing the entry form. You must complete and submit the entry form as instructed to be eligible. Once you complete the entry form and upload your Submission, you will be entered into the applicable Weekly Contest.

<u>Via Twitter</u>: Tweet your Submission via your Twitter account using the hashtag #Maxxinista (the "**Twitter Hashtag**"). You must also be following Sponsor's Twitter feed, @tjmaxx, and your Twitter account must be public to enter via Twitter. Any photo on Twitter tagged with the Twitter Hashtag may be eligible for this Promotion. Use of the Twitter Hashtag constitutes your unconditional acceptance to these Official Rules. Once you tweet your Submission to the Twitter Hashtag, you will be entered into the applicable Weekly Contest. It is encouraged, but not required, that you submit the item brand name, and price along with your Submission.

<u>Via Instagram</u>: Post your Submission on Instagram through your **public** Instagram account using the hashtag #Maxxinista (the "**Instagram Hashtag**"). Any photo tagged with the Instagram Hashtag on Instagram may be eligible for the Promotion. Once you upload your Submission to Instagram using the Instagram Hashtag, you will be entered into the applicable Weekly Contest. Your Submission must include the Instagram Hashtag and your Instagram account must be public in order to be eligible. You are encouraged, but not required, to also include the item brand name and price with your Submission. By using the Instagram Hashtag in connection with your Instagram post, you are acknowledging and agreeing that Sponsor has the right to stream your post through the Instagram API or otherwise use your post as set forth in its online Terms and Conditions http://www.tjmaxx.com/terms-of-use/.

Regardless of the method of entry, each Submission must meet the following "Submission Requirements": (i) the Submission must not contain any person other than the entrant; (ii) the Submission must be the submitting entrant's original, previously unpublished work and not include any material owned or controlled by third parties (including without limitation, third party copyrighted material) and may not have been entered in any other contest or considered for any award; (iii) the Submission may not contain any brands, logos or trademarks not permitted to be featured in T.J.Maxx promotions and advertising; (iv) the entrant must provide upon request all appropriate clearances, permissions and releases for the Submission (in the event an entrant cannot provide all required releases, Sponsor reserves the right, in Sponsor's sole discretion, to disqualify the applicable Submission, or seek to secure the releases and clearances for Sponsor's benefit, or allow the applicable Submission to remain in the Promotion); and (v) the Submission must not include any content that is obscene, pornographic, libelous or otherwise Any Submission that, in Sponsor's good faith judgment, violates the Submission Requirements may be disqualified. Submissions must be received by the end of the applicable Weekly Entry Period to be entered into the corresponding Weekly and Monthly Contest. As part of the Promotion entry process, entrants must indicate that they have read, accepted, and agreed to be bound by these official rules (the "Official Rules"). Submissions during one Weekly Entry Period do not roll-over into subsequent Weekly Entry Periods; Monthly Entrants in one Monthly Contest do not roll over into subsequent Monthly Contests.

The Contest Site, Twitter, and Instagram, as applicable, are the official timekeeper for the Promotion. All entry information becomes the property of Sponsor and will not be acknowledged or returned. Except as otherwise disclosed in these Official Rules, and to the extent entrants may otherwise elect at the time of entry, any information collected through the Promotion shall be used only in a manner consistent with the consent given by the entrants at the time of entry, with these Official Rules, and with the Sponsor's Privacy Policy found at http://www.tjmaxx.com/privacy/. Any communication or information transmitted to Sponsor by electronic mail or otherwise is and will be treated as non-confidential and nonproprietary. At the time of entry via the Contest Site, entrants will have the opportunity to opt-in to receive further communications from the Sponsor. Entrants are not required to opt-in and opting-in will not increase your chances of winning. If an entrant chooses to opt-in, the entrant thereby grants the Sponsor permission to send him/her future communications regarding services, incentives, offers, promotions, or other messaging related to the Sponsor's services. Entrants are providing their information to Sponsor and not to Facebook.

The Sponsor, and/or its designated representatives, will review all Submissions received and will post all eligible entries to the Contest Site that conform to these Official Rules, including, but not limited to, the Submission Requirements, as determined by the Sponsor in its sole discretion ("Eligible Submissions"). Eligible Submissions will be available on the Contest Site for viewing by the general public and any such posting will be deemed made at the direction of the entrant within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act. Entries that do not comply with these Official Rules, as determined in Sponsor's sole discretion, will be disqualified from the Promotion and may not appear on the Contest Site. Decisions of the Sponsor are final and binding.

NOTE: By entering, all entrants understand and agree that all Eligible Submissions will be posted on the internet (and other media as designated by the Sponsor in its sole discretion) for public view on the Contest Site and any such posting will be deemed made at the direction of the entrant within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act. Further, by

entering, all entrants agree to give Sponsor permission to use his/her name and likeness in accordance with Section 11 below. Any entrant who incorporates any intellectual property owned by a third party into his or her Submission does so at his or her own risk. Without in any way limiting, expanding or amending the Terms of Use policy residing on Sponsor's website, www.tjmaxx.com, (the "Website") which Terms of Use policy shall remain in full force and effect, if Sponsor is duly notified that any element of an entrant's Submission infringes upon the rights of another person and/or receives a legally valid request to remove the affected Submission from the Contest Site because of such infringement, such Submission may be disqualified from the Promotion, as Sponsor may determine in its sole discretion. Further, no entrant will be eligible to receive a prize unless Sponsor determines, in its sole and absolute discretion, that such entrant's Submission has been or can be sufficiently cleared for legal purposes.

Limit one (1) entry per person total per Weekly Contest. Any individual who attempts to enter, or in the sole discretion of Sponsor is suspected of entering more than once or submits Submissions in excess of the disclosed maximum, by any means, including but not limited to establishing multiple email accounts, will be disqualified from participation in this Promotion. In the event of a dispute over the identity of an entrant, the entry will be declared made by the authorized holder of the email address submitted at the time of entry, and the entrant may be required to provide identification sufficient to show that he/she is the authorized account holder of such email address. It is the sole responsibility of the entrant to notify the Sponsor in writing if the entrant changes his/her email or postal address during the Contest Period. Proof of submission of entry does not constitute proof of delivery or entry. Each entry submission must be manually key stroked and manually entered by the individual entrant; automated and/or repetitive electronic submission of entries (including but not limited to entries made using any script, macro, bot, or contest service) will be disqualified and transmissions from these or related email or IP addresses may be blocked. Sponsor shall have no liability for any Submission that is lost, intercepted or not received by Sponsor. The Promotion Parties shall not be responsible for incorrect or inaccurate entry information whether caused by Internet or other network users or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error which may occur in the processing of the entries in the Promotion. The Promotion Parties assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.

Sponsor's decisions are final and binding in all matters relating to this Promotion.

5. **VOTING AND JUDGING:** Sponsor or its designee will select a number of Weekly Finalists, to be determined in its sole discretion, from among all eligible entries received during the applicable Weekly Entry Period based on the following "Judging Criteria": quality of the image (35%), personal style (35%), use of current season trends (30%). Voting on the Weekly Finalists will take place on the Contest Site during each Weekly Voting Period. Voters must visit the Contest Site and select which of the posted Weekly Finalists they believe have demonstrated the best style. Voters may vote on the Contest Site (limit one (1) vote per person on the Contest Site per Weekly Finalist). Any entrant offering or using, or attempting to use a "cheat," payment, or other incentive, or any other means to obtain votes will be disqualified and any votes earned by those means will be void in Sponsor's sole discretion. If attempts are made to vote in excess of the stated limits or obtain votes by means other than as specifically set forth in these Official Rules, Sponsor may, in its sole discretion, disqualify any related entrant or votes. Any rankings or vote counts posted on the Contest Site are unofficial and should not be relied upon for any purpose. Use of any automated, script, software, macro or robotic program or any other automated or improper means to submit or gain votes may result in the disqualification, in the sole discretion of the Sponsor, of the entrant to which such votes relate, of the votes themselves, or both. Votes for each Weekly Contest will be tallied by Sponsor and/or Sponsor's designated representative after the close of each Weekly Voting Period. Sponsor or its designee will select seven (7) potential Weekly Winners for the corresponding Weekly Contest based on the number of votes received and the Judging Criteria. Only seven (7) Weekly Winners will be selected for each Weekly Contest.

Sponsor or its designee will select one (1) "Maxxinista of the Month" winner from among the eligible Monthly Entrants based on the Judging Criteria.

The Judging Criteria are to be applied in the sole discretion of Sponsor; each entrant agrees to be bound by and not challenge the final decisions of Sponsor. All results of the selections are final and binding, subject to these Official Rules. In the event a winning entry is discovered to be invalid for any reason whatsoever or the person who submitted the winning entry fails to comply with these Official Rules prior to delivery of the prize, the prize may be forfeited and awarded to an alternate winner.

6. POTENTIAL WINNER NOTIFICATION: Potential Prize Winners will be notified by Sponsor whose decisions are final and binding on all matters relating to this Promotion. Sponsor will notify potential Weekly Winners on or about 12:00 PM ET the Tuesday following the applicable Weekly Voting Period. The "Maxxinista of the Month" grand prize winner will be notified on or about April 8, 2014.

Sponsor will attempt to notify each potential Prize Winner using the email address provided at time of entry if entry was submitted on the Contest Site. If entry was submitted via Twitter, attempts to notify potential winners will be made by Sponsor sending a direct communication to the potential winner on Twitter including Sponsor's contact information. The potential winner must then contact Sponsor using that contact information within two (2) days of notification. If entry was submitted by Instagram, attempts to notify potential winners will be made by Sponsor posting a comment on the potential winner's Submission including Sponsor's contact information. The potential winner must then contact Sponsor using that contact information within two (2) days of notification. Potential Prize Winners are subject to eligibility verification and compliance with these Official Rules. Each potential Prize Winner may be required to execute a further Submission license or assignment, Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "Prize Claim Documents") within seven (7) days of notification in order to receive prize delivery. If any required information is not returned within the number of days specified in the notification correspondence, or if any notification is returned as undeliverable, then the prize may be forfeited and an alternate Prize Winner will be selected at the Sponsor's sole discretion.

Designation as a Prize Winner is subject to entrant's proof of compliance with these Official Rules, maintaining compliance with these Official Rules, and approval by Sponsor. Each entrant acknowledges that other entrants may have created ideas and concepts contained in his/her entry that may have familiarities or similarities to his/her entry, and that he/she will not be entitled to any compensation or right to negotiate with the Promotion Parties because of these familiarities or similarities. The decisions of the Promotion Parties are final and binding in all matters relating to this Promotion, including interpretation and application of these Official Rules.

PRIZES: Up to seven (7) prizes are available in each Weekly Contest. The prize for each Weekly Winner shall be a T.J.Maxx gift card in the amount of \$50 (ARV: \$50). One (1) "Maxxinista of the Month" grand prize is available in the Monthly Contest. The prize for the "Maxxinista of the Month" winner shall be a T.J.Maxx gift card in the amount of \$1,000 (ARV: \$1,000). Gift cards are subject to the terms and conditions printed thereon and imposed by issuer. Prizes are non-transferable. No cash alternative or prize substitutions allowed, except Sponsor reserves the right, in its sole discretion, to substitute a prize of equal or greater value if advertised prize becomes unavailable. Prizes may not be sold, bartered, or exchanged by winners. All details of any prize not specified herein shall be determined solely by Sponsor. By accepting a prize, the winner acknowledges compliance with these Official Rules. ALL FEDERAL, STATE, OR OTHER TAX LIABILITIES ARISING FROM THIS PROMOTION ARE THE SOLE RESPONSIBILITY OF THE WINNER; SPONSOR IS NOT RESPONSIBLE FOR AND WILL NOT PAY ANY SUCH TAXES. ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. Limit of one prize per person/household. No more than the listed number of prizes will be awarded. All other expenses relating to acceptance of a prize, including but not limited to taxes and any other expenses not specified herein are the sole responsibility of winner. Prize conditions may be added or modified by Sponsor, in its sole discretion.

- 8. CONDUCT: By entering into this Promotion, entrants agree to be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all respects. These Official Rules are accessible from http://www.facebook.com/TJMaxx throughout the Contest Period. Failure to comply with these Official Rules may result in disqualification. This Promotion is subject to the laws of the United States. Sponsor reserves the right at its sole discretion to disqualify any individual suspected of tampering with the entry process or the operation of the Promotion; or to be acting in any manner deemed by Sponsor to be in violation of the Official Rules; or to be acting in any manner deemed by Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY A USER OR ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
- 9. ENTRANT'S GRANT OF RIGHTS: By participating in the Promotion, each entrant irrevocably grants Sponsor and its agents and successors and assigns a non-exclusive, unlimited, worldwide, perpetual, royalty free, transferable license and right (but not the obligation) to reproduce, publicly perform, distribute, exploit, publicly display, and otherwise use the Submission in any way, for any reason, and in any and all media (including but not limited to the Contest Site), without limitation, and without further notice, consent or consideration to the entrant. Without in any way limiting the foregoing, Sponsor shall have the right, in its sole discretion, to modify and make derivative works of the Submission for any purpose which Sponsor deems necessary or desirable, and each entrant irrevocably waives any and all so-called moral rights they may have therein. Sponsor shall have the right to freely sublicense its rights hereunder, in whole or in part, to any person or entity. Sponsor shall retain the rights granted in each Submission even if the Submission is disqualified or fails to meet the Submission Requirements.
- 10. REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION: Each person who enters this Promotion represents and warrants as follows: (i) the Submission is the entrant's own original, previously unpublished, and previously unproduced work; (ii) the Submission does not contain any computer virus (as applicable), is otherwise uncorrupted, is wholly original with entrant, and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (iii) the Submission does not and will not violate or infringe upon the intellectual property rights or other rights of any third party; and (iv) the Submission does not and will not violate any applicable laws, and is not and will not be defamatory or libelous. By entering, each entrant agrees to hereby indemnify and hold harmless the Promotion Parties from any and all third party claims, actions, proceedings or damages of any kind (including reasonable attorneys' fees) arising from, or relating to, the breach or alleged breach of the representations, warranties or agreements herein, your entry, or your conduct in creating your entry or otherwise in connection with this Promotion.
- 11. PUBLICITY RELEASE: By participating in the Promotion, in addition to any other grants which may be granted in any other agreement entered into between Sponsor and any entrant in the Promotion, each entrant irrevocably grants the Promotion Parties and their respective successors, assigns, and licensees, the right to use such entrant's name, likeness, image, and biographical information in any and all media for any purpose, including, without limitation, advertising and publicity purposes, as well as in connection with the Promotion and hereby releases the Promotion Parties from any liability with respect thereto.
- 12. DATES & DEADLINES/ANTICIPATED NUMBER OF ENTRANTS: Because of the unique nature and scope of the Promotion, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Promotion. Sponsor cannot accurately predict the number of entrants who will participate in the Promotion.

- 13. NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF: Each entrant hereby acknowledges and agrees that the relationship between the entrant and the Promotion Parties is not a confidential, fiduciary, or other special relationship, and that the entrant's decision to provide the entrant's Submission to Sponsor for purposes of the Promotion does not place the Promotion Parties in a position that is any different from the position held by members of the general public with regard to elements of the entrant's Submission. Each entrant understands and acknowledges that the Promotion Parties have wide access to ideas, stories, photographs, designs, and other literary materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each entrant also acknowledges that many ideas or photographs may be competitive with, similar or identical to the Submission and/or each other in theme, idea, format or other respects. Each entrant acknowledges and agrees that such entrant will not be entitled to any compensation as a result of any Promotion Parties do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Submission.
- 14. NO OBLIGATION TO USE: Sponsor shall have no obligation (express or implied) to use any Submission or any materials or content created by the entrant (the "Materials"), or to otherwise exploit any Submission or Materials or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of the Submission or Materials for any reason, with or without legal justification or excuse, and entrants shall not be entitled to any damages or other relief by reason thereof.
- LIMITATIONS OF LIABILITY/FORCE MAJEURE: The Promotion Parties assume no **15.** responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty, failed, garbled or jumbled electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Promotion or for miscommunications or for the incorrect or inaccurate capture of information, or the failure to capture any information; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers; (d) inaccessibility or unavailability of the Internet or any combination thereof; or (e) any injury or damage to the entrant's or to any other person's computer which may be related to or resulting from any attempt to participate in the Promotion or access or download any materials from the Contest Site. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due prize notifications. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Promotion if it determines, in its sole discretion, that the Promotion is technically impaired or corrupted or that fraud or technical problems, failures, or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Promotion as contemplated herein. In the event an insufficient number of eligible Submissions are received and/or Sponsor is prevented from awarding prizes or continuing with the Promotion as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health or other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, extend, or terminate the Promotion. If the Promotion is terminated before the designated end date. Sponsor will (if possible) select the winner(s) from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances.
- **16. RELEASES:** All entrants, as a condition of entry into the Promotion, agree that the Promotion Parties, Facebook, Twitter, and Instagram A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Promotion or any

Promotion-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Only the type and quantity of prizes described in these Official Rules will be awarded. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. Unless otherwise stated in these Official Rules, the invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. Unless otherwise stated in these Official Rules, in the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

- 17. GOVERNING LAW/JURISDICTION: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE PROMOTION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF MASSACHUSETTS AND THE UNITED STATES OF AMERICA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. FOR THE PURPOSES OF ANY DISPUTES HEREUNDER, BY ENTERING THIS PROMOTION, EACH ENTRANT AGREES THAT ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN ANY WAY RELATED TO THIS PROMOTION SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE APPROPRIATE STATE OR FEDERAL COURT SITUATED IN THE STATE OF MASSACHUSETTS, U.S.A.
- **ARBITRATION PROVISION**: By participating in this Promotion, each entrant agrees: (i) that any and all disputes the entrant may have with, or claims entrant may have against, the Promotion Parties relating to, arising out of or connected in any way with (a) the Promotion, (b) the awarding or redemption of any prize, and/or (c) the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (ii) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the U.S. Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (iii) the arbitration shall be held in Massachusetts, U.S.A.; (iv) the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable entrant may have entered into in connection with the Promotion; (v) the arbitrator shall apply Massachusetts law and United States law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (vi) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only entrant's and/or Sponsor's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) the arbitrator shall not have the power to award punitive damages against the entrant or Sponsor; (viii) in the event that the administrative fees and deposits that must be paid to initiate arbitration against Sponsor exceed \$125 USD, and entrant is unable (or not required under the rules of JAMS) to pay any fees and deposits that exceed this amount, Sponsor agrees to pay them and/or forward them on entrant's behalf, subject to ultimate allocation by the arbitrator; (ix) if the entrant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of entrant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (x) with the exception of subpart (vi) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (vi) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither entrant nor Sponsor shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at www.jamsadr.com.

19. WINNERS LIST: To request any legally required winner's list, send an email with subject line: "T.J.Maxx #Maxxinista Promotion" and the month of the Promotion to digital_marketing@tjx.com. Names of winners are available after each Weekly Voting Period ends.