

T.J.MAXX.COM MAXX VALENTINE SWEEPSTAKES
Official Rules

NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING.

PROMOTION DESCRIPTION: The T.J.Maxx.com Maxx Valentine Sweepstakes (the “**Promotion**”) begins on or about February 1, 2015 at 12:00:00 a.m. Eastern Time (“**ET**”) and ends on February 15, 2015 at 11:59:59 p.m. ET (the “**Sweepstakes Period**”). The Promotion provides entrants with the opportunity to submit Pinterest boards showing their Valentine’s Day style inspiration. At the end of the Sweepstakes Period, a random drawing will be conducted to select one (1) Grand Prize winner from among all eligible entries received during the Sweepstakes Period as more fully set forth below. Entry in the Promotion does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Promotion, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of T.J.Maxx, a division of the TJX Companies, Inc. 770 Cochituate Road, Framingham, MA 01701 (“**Sponsor**”), which shall be final and binding in all respects. This Promotion is in no way sponsored, endorsed or administered by, or associated with Pinterest.

ELIGIBILITY: The Promotion is open only to legal U.S. residents of the 50 United States of America, the District of Columbia and Puerto Rico who are 18 years of age or older and have reached the age of majority in his or her state of residence as of the time of entry. Officers, directors and employees of Sponsor and its parent, subsidiaries, affiliates, distributors, suppliers, vendors, retailers, sales representatives, advertising and promotion agencies (all such individuals and entities referred to collectively, the “**Promotion Entities**”), and each of their immediate family members (i.e., parent, child, sibling or spouse) and/or people living in the same household are NOT eligible to enter the Promotion or win a prize. This Promotion is void where prohibited.

HOW TO ENTER: To enter the Promotion, complete the following steps during the Sweepstakes Period:

- (1) Visit <http://tjmaxx.tjx.com/store/content/maxxvalentinesweeps.jsp> (the “**Entry Form**”), fill out the required information on the Entry Form, and click to submit it;
- (2) Click through to pinterest.com and create a board on Pinterest called “Maxx Valentine Sweepstakes” (the “**Submission**”). The board must be called “Maxx Valentine Sweepstakes” in order to be eligible for entry in the Sweepstakes; and
- (3) Pin images from Sponsor’s eCommerce website, www.tjmaxx.com (“**Sponsor’s Website**”) or re-pin images from Sponsor’s “Maxx Valentine” Pinterest board (“**Sponsor’s Pinterest Board**”); and/or
- (4) Pin your own images to the Submission that show your favorite Valentine’s Day style inspiration.

The Submission must meet the following “**Submission Requirements**”: (i) the images and all other materials included in the Submission must be the submitting entrant’s original, previously unpublished work or images from Sponsor’s Website or Sponsor’s Pinterest Board; (ii) the entrant must provide upon request all appropriate clearances, permissions and releases for the Submission, except for any images from Sponsor’s Website or Sponsor’s Pinterest Board (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 (iii) the Submission must not include any content that is obscene, pornographic, libelous or otherwise objectionable. Any Submission that, in Sponsor’s good faith judgment, violates the Submission Requirements will be disqualified. Submissions must be received by the end of the Sweepstakes Period to be entered into the Promotion. No substitutions or new versions of Submissions will be accepted under any circumstances once the original Submission is submitted for consideration. Any Submission that is considered by Sponsor in its sole and absolute discretion to be obscene, pornographic, libelous, hate speech or otherwise objectionable, in whole or in part, will be disqualified and will not be eligible for entry. **Limit one (1) Submission per person.**

GENERAL ENTRY CONDITIONS: Sponsor is 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, personal information collected in connection with the Promotion will be used in accordance with the online privacy policy available at <http://tjmaxx.tjx.com/store/jump/topic/privacy-policy/2400099>. Any communication or information transmitted to Sponsor by electronic mail or otherwise is and will be treated as non-confidential and nonproprietary. Proof of submission is not considered proof of delivery or receipt of such Submission. Furthermore, Sponsor shall have no liability for any Submission that is lost, intercepted or not received by the Sponsor. Tampering with the entry process or the operation of the Promotion, including but not limited to the use of any device to automate the entry process other than as contemplated by these Official Rules, is prohibited and any Submissions deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be declared invalid and disqualified. In the event a dispute regarding the identity of the individual who actually submitted a Submission cannot be resolved to Sponsor's satisfaction, the affected Submission will be declared invalid and disqualified. The Promotion Entities 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 Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.

IMPORTANT NOTE: 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, 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 Website 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.

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 or images from Sponsor's Website or Sponsor's Pinterest Board; (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. Each entrant hereby agrees to indemnify and hold the Promotion Entities harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.

GRANT OF RIGHTS: By entering the Promotion, each entrant acknowledges that Sponsor is granting entrants a limited, non-exclusive license to use the materials included on Sponsor's Website and Sponsor's Pinterest Board in connection with, and solely as a part of, the Promotion and then only for the duration of the Promotion, (b) entrants shall have no right, title or interest in Sponsor's Website or Sponsor's Pinterest Board, and (c) any use of Sponsor's Website or Sponsor's Pinterest Board and/or the materials included therein, other than as permitted by these Official Rules will constitute a violation of these Official Rules and may constitute copyright infringement. For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, each entrant into the Promotion hereby irrevocably grants Sponsor, its successors and assigns, a non-exclusive, perpetual, royalty free, worldwide, transferrable license (but not the obligation) to reproduce, publicly perform, publically display, distribute, exploit and otherwise use the Submission for any reason whatsoever in any and all media, without further notice to, consent by, or payment to 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.

GRAND PRIZE: One Grand Prize is available. The Grand Prize winner will receive one (1) pair of diamond earrings (Approximate retail value of Grand Prize: \$7,999.99).

GENERAL PRIZE CONDITIONS: No cash alternative or substitution of prizes will be allowed, except Sponsor reserves the right in its sole discretion to substitute prizes of comparable value if any prize listed is unavailable, in whole or in part, for any reason. Product prizes are not returnable to T.J.Maxx stores or to Sponsor's Website. Prizes will be awarded only if the potential prize winner fully complies with these Official Rules. All portions of the prize(s) are non-assignable and non-transferable. Any prizes pictured in point-of-sale, online, television and print advertising, promotional packaging, and other Promotion materials are for illustrative purposes only. All details and other restrictions of the prize(s) not specified in these Official Rules will be determined by Sponsor in its sole discretion. **THE WINNER IS RESPONSIBLE FOR REPORTING AND PAYING ANY INCOME TAXES OR OTHER TAXES THAT MAY APPLY TO ACCEPTING A PRIZE; 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.**

WINNER SELECTION: After the Sweepstakes Period, Sponsor will conduct a random drawing from among all eligible entries received during the Sweepstakes Period to select one (1) winner. In the event a winning Submission is discovered to be invalid for any reason whatsoever or the person who submitted the winning Submission fails to comply with these Official Rules prior to delivery of the prize, the prize may be forfeited and awarded to an alternate winner. No more than the advertised number of prizes will be awarded.

NOTICE TO WINNERS: Attempts to notify potential winners will be made by email, using the email address provided by entrant on the Entry Form. Sponsor is not responsible for communication problems of any kind. Time is of the essence in awarding the Grand Prize. If, despite reasonable efforts, a potential winner does not respond within three (3) days of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit any prize and an alternate winner may be selected. Sponsor may successively attempt to contact up to two (2) potential prize winners in accordance with such procedure, and if there is still no confirmed prize winner after such attempts have been made, if any, the prize may go unawarded.

FURTHER DOCUMENTATION: Potential winners may be required to execute a further Submission license or assignment, Statement of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "**Prize Claim Documents**"). If any potential winner fails or refuses to sign and return all Prize Claim Documents within five (5) days of prize notification, whichever is sooner, the winner may be disqualified and an alternate winner may be selected. As part of the Prize Claim Documents, a potential winner may also be required to execute a further right of publicity release to use the winner's name and/or image, including, but not limited to, for advertising and promotional purposes, without further compensation.

NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF: Each entrant hereby acknowledges and agrees that the relationship between the entrant and the Promotion Entities 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 Entities 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 Entities 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 Entity's use of any such similar or identical material. Each entrant acknowledges and agrees that the Promotion Entities 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.

GENERAL LIABILITY RELEASE/FORCE MAJEURE: Entrants agree that the Promotion Entities and Pinterest (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. Sponsor assumes no responsibility for any damage to an entrant's, or any other person's, computer system which is occasioned by participating in the Promotion, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. 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; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Promotion, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Promotion, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. 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 entries 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 of 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 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. 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.

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 Entities 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 Entities from any liability with respect thereto.

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.

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 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 MASSACHUSETTS.

ARBITRATION PROVISION: By participating in this Promotion, entrant agrees: (i) that any and all disputes the entrant may have with, or claims entrant may have against, the Promotion Entities 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 Federal Arbitration Act ("**FAA**"), 9 U.S.C. §§ 1-16; (iii) the arbitration shall be held in Massachusetts; (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 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.

WINNER LIST/OFFICIAL RULES: To obtain any legally-required winner list (after the conclusion of the Promotion) or a copy of these Official Rules, send a self-addressed envelope with the proper postage affixed to: The TJX Companies, Inc., attn.: T.J.Maxx.com Maxx Valentine Sweepstakes, 770 Cochituate Road, Framingham, MA 01701. Please specify "winner list" or "Official Rules" and the name of the Promotion in your request.