

## TJMaxx.com Holiday Sparkle Sweepstakes

### OFFICIAL RULES

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

**PROMOTION DESCRIPTION:** The TJMaxx.com Holiday Sparkle Sweepstakes (the “**Sweepstakes**”) will begin on November 24, 2014 at 12:00 a.m. Eastern Time (“**ET**”) and end on December 18, 2014 at 11:59 p.m. ET (the “**Sweepstakes Period**”). A random drawing will be conducted on or about December 30, 2014 (the “**Selection Date**”) from among all eligible entries received during the Sweepstakes Period to select up to one (1) winner as more fully set forth below. Entry in the Sweepstakes does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Sweepstakes, 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.

**ELIGIBILITY:** Only legal U.S. residents of the fifty (50) United States and the District of Columbia who are eighteen (18) years of age or older at the time of entry are eligible to enter. Officers, directors and employees of Sponsor and its parent, subsidiaries, affiliates, distributors, vendors, suppliers, 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 Sweepstakes or win a prize. This Sweepstakes is void where prohibited.

**HOW TO ENTER:** There are seven (7) ways to enter the sweepstakes online (the “**Online Methods of Entry**”):

1. Visit the web site [www.tjmaxx.com](http://www.tjmaxx.com) (the “**Website**”) and follow the instructions to submit your email address and any other required information in the pop up box that appears upon the Website loading;
2. Visit the Website and click the “email sign up” link on the home page and follow the instructions to submit your email address and any other required information; ,
3. Visit the Website and enter your email address in the “be in the know” email sign up box at the bottom of the page and follow the instructions to submit your email address and any other required information;
4. Visit the Website and create a new tjmaxx.com account by clicking the “My Account” link on the at the top of the page and select to receive emails from T.J.Maxx, or sign in to an existing tjmaxx.com account and change your email preferences to receive emails (if you are not currently signed up for T.J.Maxx emails);
5. Click on an entry link from any of Sponsor’s social media posts promoting the Sweepstakes and follow the instructions to submit your email address and any other required information;
6. Search for “tjmaxx” using an online search engine, and click on the ‘join our email list’ link and follow the instructions to submit your email address and any other required information; or
7. Enter your email address and opt-in to receive emails while making a purchase on the Website.

To enter using any of the Online Methods of Entry, you must complete the required fields with the information requested and click "Submit" to submit your entry into the Sweepstakes. Upon completion and submission of the required entry information, you will receive one (1) entry in the Sweepstakes. **You may only enter using one of the Online Methods of Entry by entering an email address that is not contained in Sponsor's email subscription list at the time of entry. Limit one (1) entry per person regardless of method of entry.** All entries must be received by the end of the Sweepstakes Period in order to participate in the Sweepstakes. The Website's database clock will be the official time keeper for this Sweepstakes. All required information on the entry form must be completed to enter and to be eligible to win. Proof of entering entry information at the Website is not considered proof of delivery to or receipt by Sponsor of such entry. Except as otherwise contemplated in these Official Rules, and to the extent entrants may otherwise elect at the time of entry, personal information collected in connection with the Sweepstakes will be used in accordance with Sponsor's privacy policy located at <http://tjmaxx.tjx.com/store/jump/topic/privacy-policy/2400099>.

Entry must be made by the entrant, only using one of the Online Methods of Entry. Entries made by any other individual or any entity, and/or originating at any other web site or e-mail address, including but not limited to commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. Tampering with the entry process or the operation of the Sweepstakes, including but not limited to the use of any device to automate the entry process, is prohibited and any entries deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry(ies) will be deemed ineligible. The Promotion Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the processing of the entries in the Sweepstakes. 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.

**ALTERNATE FREE METHOD OF ENTRY:** To enter the Sweepstakes without subscribing an email address to Sponsor's email subscription list or if your email address is already contained on Sponsor's email subscription list, hand print in blue or black ink on a standard 3 x 5 inch card; "TJMaxx.com Holiday Sparkle Sweepstakes," your full name, complete home address including zip code, birth date, email address, and telephone number and mail it to The TJX Companies, Inc. c/o E-Commerce Marketing, 770 Cochituate Road, Framingham, MA 01701 to receive one (1) entry into the Sweepstakes. The card must be postmarked during the Sweepstakes Period and received by Sponsor within five (5) business days of the end of the Sweepstakes Period to be entered into the Sweepstakes. **Limit one (1) entry per person regardless of method of entry.**

**WINNER SELECTION AND NOTIFICATION:** On or about the Selection Date, one (1) winner will be selected in a random drawing conducted by Sponsor from all eligible entries received throughout the Sweepstakes Period. The potential prize winner will be notified by e-mail using the contact information provided at the time of entry. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. Time is of the essence in awarding the prize. If, despite reasonable efforts, a potential prize winner does not respond within three (3) days of the first notification attempt, or if a prize or prize notification is returned as unclaimed or undeliverable to such potential prize winner, such potential prize winner will forfeit the applicable prize and an alternate prize winner may be selected. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the applicable prize for any reason prior to award, such potential prize winner will be disqualified and an alternate winner may be selected. Sponsor may successively attempt to contact up to two (2) potential prize winners of in accordance with such

procedure, and if there is still no confirmed prize winner after such attempts have been made, if any, the applicable prize may go unawarded.

**PRIZES/ODDS:** One (1) prize is available during the Sweepstakes. The prize consists of one (1) diamond necklace (approximate retail value “ARV”: \$14,999.99). **Actual odds of winning depend on the number of eligible entries received during the Sweepstakes Period.**

**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. 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 Sweepstakes 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. **EACH WINNER IS SOLELY RESPONSIBLE FOR REPORTING AND PAYING ANY AND ALL FEDERAL, STATE, AND/OR LOCAL TAXES OR OTHER TAXES, FEES OR COSTS THAT MAY APPLY TO ACCEPTING A PRIZE; SPONSOR IS NOT RESPONSIBLE FOR AND WILL NOT PAY ANY SUCH TAXES.** The potential prize winner may be required to execute an 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 ten (10) days of prize notification, the winner may be disqualified and an alternate winner may be selected.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH 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.

**GENERAL LIABILITY RELEASE/FORCE MAJEURE:** Acceptance of a prize constitutes winner’s permission for the Promotion Entities to use winner’s name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. Entrants agree that the Promotion Entities (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 Sweepstakes or any Sweepstakes-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 accessing the Website or otherwise participating in the Sweepstakes, 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 Sweepstakes or the Website, 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 Sweepstakes, 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 Sweepstakes if it determines, in its sole discretion, that the Sweepstakes 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 Sweepstakes 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 Sweepstakes 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 Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select the winner in a random drawing 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. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these 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.

**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 SWEEPSTAKES 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 SWEEPSTAKES, EACH ENTRANT AGREES THAT ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN ANY WAY RELATED TO THIS SWEEPSTAKES 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 Sweepstakes, each 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 Sweepstakes, (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 Sweepstakes; (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](http://www.jamsadr.com).

**WINNER’S LIST/OFFICIAL RULES:** To obtain a copy of any legally-required winners list or the Official Rules, send a self-addressed stamped envelope to: The TJX Companies, Inc., attn: TJMaxx.com Holiday Sparkle Sweepstakes, 770 Cochituate Road, Framingham, MA 01701. Specify “Winners List” or “Official Rules” in your request. All such requests must be received within one (1) year after the end of the Sweepstakes.