TJMaxx.com Reply Message Sweepstakes

OFFICIAL RULES

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

PROMOTION DESCRIPTION: The TJMaxx.com Reply Message Sweepstakes (the “Promotion”) begins on April 23, 2019 at 12:00:00 a.m. Eastern Time (“ET”) and ends on May 1, 2019 at 11:59:59 p.m. ET (the “Promotion Period”). A random drawing will be conducted on or about May 2, 2019 (“Drawing Date”) to select one (1) prize winner, as further detailed 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 The TJX Companies, Inc., 770 Cochituate Road, Framingham, MA 01701 (“Sponsor”), which shall be final and binding in all respects.

ELIGIBILITY: Open only to legal U.S. residents of the fifty (50) United States and the District of Columbia, who are eighteen (18) years old or older as of 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 as 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: During the Promotion Period, potential entrants will receive an email from Sponsor containing a question. To enter the Promotion, entrant must follow the steps in the email to reply to Sponsor’s email with an answer to the question. Each reply answer constitutes one (1) entry in the Promotion. All entries must be completed and received by the end of the Promotion Period in order to participate.

GENERAL CONDITIONS OF ENTRY: Limit one (1) entry per person. Sponsor will be the official timekeeper for the Promotion. All entry information and materials become the property of Sponsor and will not be acknowledged or returned. Proof of submitting an entry 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 Promotion will be used in accordance with Sponsor’s online privacy policy located at http://tjmaxx.tjx.com/store/jump/topic/privacy-policy/2400099. Any communication or information transmitted to Sponsor by e-mail or otherwise is and will be treated as non-confidential and non-proprietary.

Entry must be made by the entrant in the manner described in these Official Rules. Entries made by any other individual or any entity will be declared invalid and disqualified for this Promotion. 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, 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 will be deemed ineligible. The Promotion Entities shall not be responsible for incorrect or inaccurate entry information whether caused 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.

Each participant acknowledges and agrees that the verification decisions of the Sponsor shall be final, binding and conclusive in all matters relating to the Promotion. Sponsor shall have no liability for any entry that is lost, intercepted or not received by the Sponsor for any reason. Only the type and quantity of prizes described in these Official Rules will be awarded. If, due to printing or production errors or for any reason, more potential winners come forward seeking to claim prizes in excess of the number of each...
type of prize set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available in the prize category in question may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. In no event will more than the advertised number of prizes be awarded.

WINNER SELECTION AND NOTIFICATION: On or about the Drawing Date, one (1) winner will be selected in a random drawing by Sponsor from among all eligible entries received during the Promotion Period. The potential prize winner will be notified by email 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. If, despite reasonable efforts, a potential prize winner does not respond within seven (7) 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 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. The prize winner will receive a $500 TJMaxx gift card (Approximate Retail Value: $500). Actual odds of winning depend on the number of eligible entries received during the Promotion Period.

GENERAL PRIZE CONDITIONS: Gift card is subject to the terms and conditions printed thereon and imposed by issuer. 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 the prize listed is unavailable, in whole or in part, for any reason. Prize will be awarded only if the potential prize winner fully complies with these Official Rules. All portions of the prize 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 not specified in these Official Rules will be determined by Sponsor in its sole discretion. THE PRIZE WINNER SHALL BE SOLELY RESPONSIBLE FOR ALL FEDERAL, STATE, AND/OR LOCAL TAXES, AND THE REPORTING CONSEQUENCES THEREOF, AND FOR ANY OTHER FEES OR COSTS ASSOCIATED WITH THE APPLICABLE PRIZE. THE PRIZE IS 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. The potential prize winner may be required to execute an Affidavit 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, the winner may be disqualified and an alternate winner may be selected.

GENERAL LIABILITY RELEASE/FORCE MAJEURE: Entry in the Promotion constitutes entrant’s permission for the Promotion Entities to use entrant’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 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 that 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 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 that 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 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. 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.

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 COMMONWEALTH 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 THE COMMONWEALTH OF
MASSACHUSETTS.

ARBITRATION PROVISION: By participating in this Promotion, entrant agrees that any and all disputes
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 (a “Claim”), will be resolved
exclusively by final and binding arbitration in accordance with the Rules of the American Arbitration Association ("AAA Rules"). The arbitration will be heard and determined by a single arbitrator. The arbitrator’s decision in any such arbitration will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. The parties agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it will not be disclosed beyond the arbitration proceedings, except as may be required by applicable law.

If entrant demonstrates that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the administrative costs and arbitrator’s fees required for the arbitration as the arbitrator deems necessary to prevent the cost of the arbitration from being prohibitive. In the final award, the arbitrator may apportion the costs of arbitration and the compensation of the arbitrator among the parties in such amounts as the arbitrator deems appropriate.

This arbitration agreement does not preclude entrant from seeking action by federal, state, or local government agencies. Entrant and Sponsor also have the right to bring qualifying claims in small claims court. In addition, entrant and Sponsor retain the right to apply to any court of competent jurisdiction for provisional relief, including pre-arbitral attachments or preliminary injunctions, and any such request shall not be deemed incompatible with these Official Rules, nor a waiver of the right to have disputes submitted to arbitration as provided in these Official Rules.

Neither entrant nor Sponsor may act as a class representative or private attorney general, nor participate as a member of a class of claimants, with respect to any Claim. Claims may not be arbitrated on a class or representative basis. The arbitrator can decide only entrant 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. If for any reason a Claim proceeds in court rather than in arbitration we each waive any right to a jury trial.

THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN AAA RULES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT ENTRANT OR SPONSOR WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. If any provision of this Section is found to be invalid or unenforceable, then that specific provision shall be of no force and effect and shall be severed, but the remainder of this Section will continue in full force and effect. This Section of these Official Rules will survive the termination of your relationship with Sponsor.

WINNERS LIST/OFFICIAL RULES: To obtain any legally required winners 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 Reply Message Sweepstakes, 770 Cochituate Road, Framingham, MA 01701. Please specify "winners list" or "Official Rules" and the name of the Promotion in your request.