

Hero Mom Charity Promotion

Terms & Conditions

SPONSOR: The TJX Companies, Inc., 770 Cochituate Road, Framingham, MA 01701.

PROMOTION: From Monday, 5/2/2016 to Monday, 5/9/2016 (the "**Promotion Period**"), for every photo of a mom in a hero pose posted on Instagram or Twitter using the #bemomstrong hashtag, \$1 (up to \$25,000) will be donated to Save the Children, 501 Kings Highway East, Suite 400, Fairfield, CT 06825, a nonprofit corporation recognized as exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code (the "**Promotion**").

Your Twitter or Instagram photo submission can only be processed and trigger a donation if it includes the #bemomstrong hashtag. By using the #bemomstrong 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://tjmaxx.tjx.com/store/jump/topic/terms-of-use/2400125>. Each submission made on Twitter or Instagram is referred to as a "**Submission**" in these Terms.

The Submission must meet the following "**Submission Requirements**": (i) the Submission must be the submitting participant's original, previously unpublished work and not include any material owned or controlled by third parties (including without limitation, third party copyrighted material); (ii) the Submission may only feature the participant or a person from whom the participant has all necessary permissions and rights to include within the Submission as required by these Terms (iii) the participant, must provide upon request all appropriate clearances, permissions and releases for the Submission (in the event an participant 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 (iv) 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. 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.

Except as otherwise disclosed in these Terms, and to the extent participants 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.

IMPORTANT NOTE: Any participant 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, <http://tjmaxx.tjx.com/store/jump/topic/terms-of-use/2400125>, (the "**Website**") which Terms of Use policy shall remain in full force and effect, if Sponsor is duly notified that any element of an participant'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.

REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION: Each person who posts a photo in connection with this Promotion represents and warrants as follows: (i) the Submission is the participant'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 participant, 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 participant hereby agrees to indemnify and hold Sponsor and its parent, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies and each of their officers, directors and employees (all such individuals and entities referred to collectively, 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 participant hereunder.

PARTICIPANT'S GRANT OF RIGHTS: For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, each participant in the Promotion hereby irrevocably grants Sponsor, its successors and assigns, a non-exclusive license (but not the obligation) to reproduce, publicly perform, stream, exploit and otherwise use the Submission throughout the universe, in perpetuity, for any reason whatsoever in any and all media, throughout the universe in perpetuity, without further notice to, consent by, or payment to participant. Without in any way limiting the foregoing, Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, make derivative works of or alter the Submission for any purpose which Sponsor deems necessary or desirable, and each participant irrevocably waives any and all so-called moral rights they may have therein. Sponsor shall have the right to freely assign 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.

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 participant in the Promotion, each participant irrevocably grants the Promotion Entities and their respective successors, assigns, and licensees, the right to use such participant'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 participant (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 participants shall not be entitled to any damages or other relief by reason thereof.

NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF: Each participant hereby acknowledges and agrees that the relationship between the participant and the Promotion Entities is not a confidential, fiduciary, or other special relationship, and that the participant's decision to provide the participant'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 participant's Submission. Each participant 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 participant 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 participant acknowledges and agrees that such participant will not be entitled to any compensation as a result of any Promotion Entity's use of any such similar or identical material. Each participant 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: Participants agree that the Promotion Entities, Twitter and Instagram 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.

Sponsor assumes no responsibility for any damage to an participant'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 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 Sponsor is prevented from 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. Unless otherwise stated in these Terms, the invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of any other provision. Unless otherwise stated in these Terms, in the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms 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 TERMS OR THE RIGHTS AND OBLIGATIONS OF PARTICIPANTS 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 PARTICIPANT 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.

ARBITRATION: By participating in this Promotion, participant agrees that any and all disputes participant may have with, or claims participant may have against the Promotion Entities relating to, arising out of or connected in any way with (a) the Promotion, (b) the making of any donations, 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 participant 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 participant from seeking action by federal, state, or local government agencies. Participant and Sponsor also have the right to bring qualifying claims in small claims court. In addition, participant 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 Terms, nor a waiver of the right to have disputes submitted to arbitration as provided in these Terms.

Neither Participant 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 Participant 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 PARTICIPANT 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 Terms will survive the termination of your relationship with Sponsor.