

**TRI-HOLIDAY #THEGIFTER TWITTER CONTEST**  
**Official Rules**

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

**PROMOTION DESCRIPTION:** The Tri-Holiday #TheGifter Twitter Contest (the “**Contest**”) begins on or about November 18, 2012 at 12:00:00 a.m. Eastern Time (“**ET**”) and ends on January 5, 2014 at 11:59:59 p.m. ET (the “**Contest Period**”). The Contest consists of up to six (6) independent contests, one during each week of the Contest Period (each a “**Weekly Contest**”) as more fully set forth below (each a “**Weekly Contest Period**”). The Contest provides entrants with the opportunity to submit answers and/or photographs to questions posed at the start of each Weekly Contest Period by Sponsor for consideration. One (1) winner of each Weekly Contest will be chosen for a total of six (6) winners, as more fully described below. Entry in the Contest does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Contest, each entrant, (and if the entrant is under the age of majority in his or her state of residence [a “**minor**”] such minor’s parent or legal guardian), 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. This Contest is in no way sponsored, endorsed or administered by, or associated with, Twitter.

**ELIGIBILITY:** Only legal U.S. residents of the fifty (50) United States and the District of Columbia who are thirteen (13) years of age or older as of the time of entry are eligible to enter. Children must get their parent or legal guardian’s permission to enter. Officers, directors and employees of Sponsor and its parent, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies (all such individuals and entities referred to collectively, the “**Contest Entities**”), and each of their immediate family members and/or people living in the same household are NOT eligible to enter the Contest or win a prize. This Contest is void where prohibited.

**HOW TO ENTER:** To enter the Contest: (1) Internet access and **public** Twitter account required; (2) follow at least one (1) of Sponsor’s Twitter feeds on www.twitter.com, @TJMaxx, @Marshalls or @HomeGoods (the “**Twitter Feeds**”); (3) locate the weekly question “tweeted” by Sponsor on the Twitter Feeds on or about the Monday of each Weekly Contest Period, which will include the “#thegifter” in the tweet; (4) “tweet” your answer to the applicable weekly question including “#thegifter” and one of the Twitter Feed names with your answer (each, a “**Submission**”) during the applicable Weekly Contest Period. (A Submission will read, for example, “Answer @TJMaxx #thegifter”.) The Submission must meet the following “**Submission Requirements**”: (i) 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); (ii) the entrant, and any minor entrant’s parent or legal guardian, must provide upon request all appropriate clearances, permissions and releases for the Submission (in the event a contestant 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 Contest); 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 applicable Weekly Contest Period to be entered into the corresponding Weekly Contest. No substitutions of 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.

Each Weekly Contest Period will start and end as follows:

Start: 11/18/2013 at 12:00:00 a.m. Eastern Time (“**ET**”)  
End: 11/24/2013 at 11:59:59 p.m. ET

Start: 11/25/2013 at 12:00:00 a.m. ET  
End: 12/1/2013 at 11:59:59 p.m. ET

Start: 12/2/2013 at 12:00:00 a.m. ET  
End: 12/8/2013 at 11:59:59 p.m. ET

Start: 12/9/2013 at 12:00:00 a.m. ET  
End: 12/15/2013 at 11:59:59 p.m. ET

Start: 12/16/2013 at 12:00:00 a.m. ET  
End: 12/25/2013 at 11:59:59 p.m. ET

Start: 12/26/2013 at 12:00:00 a.m. ET  
End: 1/5/2014 at 11:59:59 p.m. ET

**GENERAL ENTRY CONDITIONS:** Sponsor is the official timekeeper for the Contest. 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 Contest will be used in accordance with the online privacy policy available at [www.tjx.com/gifterprivacy](http://www.tjx.com/gifterprivacy). 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 entry. 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 Contest, 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 Contest 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 Contest or by any technical or human error, which may occur in the processing of the entries in the Contest. The Contest 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, [www.tjx.com/legal.asp](http://www.tjx.com/legal.asp), (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 Website because of such infringement, such Submission may be disqualified from the Contest, 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 Contest, and any minor's parent or legal guardian, 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. Each entrant, and any minor entrant's parent or legal guardian, hereby agrees to indemnify and hold the Contest 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.

**ENTRANT'S GRANT OF RIGHTS:** For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, each entrant into the Contest, and any minor entrant's parent or legal guardian, 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 entrant. 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 entrant, and any minor entrant's parent or legal guardian, 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.

**PRIZES:** One (1) prize is available for each Weekly Contest, for a total of up to six (6) prizes. Each prize is a \$500 TJX gift card (approximate retail value: \$500).

**GENERAL PRIZE CONDITIONS:** Each entrant is only permitted to win one (1) prize. The TJX gift cards are valid for purchases at T.J.Maxx, Marshalls, and HomeGoods stores in the United States. Gift cards are 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 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 Contest 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, AND ANY MINOR WINNER'S PARENT OR LEGAL GUARDIAN, 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:** One (1) winner will be selected for each Weekly Contest by Sponsor from among all eligible entries received during the applicable Weekly Contest Period on or about the Monday following that Weekly Contest Period based on the following "**Judging Criteria**": originality (35%), creativity (35%), adherence to the holiday theme (30%). The Judging Criteria are to be applied in the sole discretion of Sponsor; each entrant, and any minor entrant's parent or legal guardian, agrees to be bound by and not challenge the final decisions of Sponsor. All results of the selection 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. No more than the advertised number of prizes will be awarded.

**NOTICE TO WINNERS:** 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. Sponsor is not responsible for communication problems of any kind. Time is of the essence in awarding the prizes. If, despite reasonable efforts, a potential winner does not respond within twenty-four (24) hours of the first notification attempt (or such shorter time as exigencies may require), 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.

**FURTHER DOCUMENTATION:** Potential winners 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**"). If a winner is a minor, at Sponsor's option, the applicable prize either will be awarded in the name of the parent or legal guardian of such minor winner, or the parent or legal guardian of such minor winner will be required to ratify and sign Prize Claim Documents. If any potential winner, or any minor winner's parent or legal guardian, fails or refuses to sign and return all Prize Claim Documents within twenty-four (24) hours of receiving them or forty-eight (48) hours of prize notification, whichever is sooner, (or such shorter time as exigencies may require), the winner may be disqualified and an alternate winner may be selected. As part of the Prize Claim Documents, a potential winner, and any minor winner's parent or legal guardian, 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.

**DATES & DEADLINES/ANTICIPATED NUMBER OF CONTESTANTS:** Because of the unique nature and scope of the Contest, 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 Contest. Sponsor cannot accurately predict the number of entrants who will participate in the Contest.

**NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF:** Each entrant, and any minor entrant's parent or legal guardian, hereby acknowledges and agrees that the relationship between the entrant and the Contest 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 Contest does not place the Contest 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, and any minor entrant's parent or legal guardian, understands and acknowledges that the Contest 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, and any minor entrant's parent or legal guardian, 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, and any minor entrant's parent or legal guardian, acknowledges and agrees that such entrant will not be entitled to any compensation as a result of any Contest Entity's use of any such similar or identical material. Each entrant, and any minor entrant's parent or legal guardian, acknowledges and agrees that the Contest 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, and any minor entrant's parent or legal guardian, agree that the Contest Entities and Twitter (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 Contest or any Contest-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 Contest, 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 Contest, 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 Contest, 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 Contest if it determines, in its sole discretion, that the Contest 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 Contest 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 Contest 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 Contest. If the Contest 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.

**PUBLICITY RELEASE:** By participating in the Contest, in addition to any other grants which may be granted in any other agreement entered into between Sponsor and any entrant in the Contest, or any minor entrant's parent or legal guardian, each entrant, and any minor entrant's parent or legal guardian, irrevocably grants the Contest 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 Contest and hereby releases the Contest 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 contestants 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 CONTEST 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 CONTEST, EACH ENTRANT, AND ANY MINOR ENTRANT'S PARENT OR LEGAL GUARDIAN, AGREES THAT ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN ANY WAY RELATED TO THIS CONTEST 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 PROVISION:** By participating in this Contest, each entrant, and any minor entrant's parent or legal guardian, agrees: (i) that any and all disputes the entrant may have with, or claims entrant may have against, the Contest Entities relating to, arising out of or connected in any way with (a) the Contest, (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 Contest; (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).

**WINNERS LIST/OFFICIAL RULES:** To obtain any legally-required winners list (after the conclusion of the Contest) or a copy of these Official Rules, send a self-addressed envelope with the proper postage affixed to: The TJX Companies, Inc., attn: Tri-Holiday #TheGifter Twitter Contest, 770 Cochituate Road, Framingham, MA 01701. Please specify "winners list" or "Official Rules" and the name of the Contest in your request.