

## THE TJX CANADA CUSTOMER EXPERIENCE SURVEY SWEEPSTAKES OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

**SWEEPSTAKES ENTRY PERIOD:** The **TJX Canada Customer Experience Survey Sweepstakes** (the "Sweepstakes") begins at 12:00:01 AM Eastern Time ("ET") on Monday, August 1, 2022 and ends at 11:59:59 PM ET on Monday, January 16, 2023 (the "Sweepstakes Period").

**ELIGIBILITY:** The Sweepstakes is open to legal residents of Canada who are the age of majority in his/her province of residence or older at the time of entry. Void outside Canada and wherever else prohibited by law. Employees of TJX Canada (the "Sponsor"), InMoment, Inc. (the Survey Administrator), US Sweepstakes & Fulfillment Company (the "Sweepstakes Administrator") and their respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members (spouses, parents, children, and siblings and their spouses) of, and/or those living in the same household of each, are not eligible to enter. Sweepstakes is subject to all applicable federal, state, provincial and local laws and regulations.

**HOW TO ENTER:** There are two (2) ways to enter.

**Method #1: Receipt Invite** - To enter visit the website located on your specially marked TJX Canada receipt received from the participating TJX Canada locations, enter the required information located on your receipt (the "Receipt Information"), and answer any required survey questions including Entrant's contact information. Entrants must follow online instructions at the designated website for entering Receipt Information. When the Receipt Information has been successfully entered and accepted (Receipt Information must be entered exactly as they appear or they may not be accepted), Entrants will be invited to complete a survey. The answers to the survey will have no effect on an Entrant's ability to enter or win. Upon completion of the survey, the Entrant will be invited to complete the Sweepstakes entry form in its entirety and submit to receive one (1) Sweepstakes entry (the "Survey Entry") during the Survey Period (as defined below) in which the entry is received. Each Receipt Information may only be entered one (1) time during the Sweepstakes Period and cannot be re-used. All information received becomes the property of the Sponsor and will not be sold to any third party. Proof of entry does not constitute proof of submission. All Receipt Information is subject to verification. Online Entrants are subject to all notices posted online including but not limited to the Sponsor's Privacy Policy. There is no limit to the number of receipt invite entries an Entrant can receive.

**Method #2: Free, Alternate Method of Entry ("AMOE") / Mail-in Entry.** To enter without purchase, mail a postcard (the "Mail-In Entry"), including your full name, complete mailing address, email address and phone number to US Sweepstakes & Fulfillment, ATTN: The TJX Canada Customer Experience Survey, 17-7000 McLeod Road, Unit 135, Niagara Falls, ON L2G 7K3. Mailed entries must be postmarked by the Entry Period End Date and received by the date

indicated in the chart below, to be eligible for the corresponding monthly Survey Period drawing. Each mail-in entry must be mailed in a separate outer envelope. No copies, facsimiles or mechanical reproductions will be accepted. Limit one (1) mail-in entry per post-marked envelope. Partially completed and/or mechanically reproduced entries or rubber-stamped entries will be void and ineligible. All entries received become the sole property of Sponsor and will not be returned. Sponsor will not be responsible for illegible, incomplete, late, lost, mutilated, misdirected, postage due or stolen manual entries.

Survey Entry and Mail-In Entry collectively referred to herein as “Entry” or “Entries”. Limit: One (1) entry (i) per Entrant or (ii) per Entrant’s email address per week regardless of methods of entry. If more than one entry is received from the same person or email address in the same week, all but the first entry will be disqualified. Any attempt to enter the Sweepstakes other than as directed in these Official Rules will be invalid and void. All methods of entry have an equal chance of winning.

**SURVEY PERIODS:** There are six (6) Survey Periods as defined in the chart below (“Survey Period”). **Entries must be received during the Survey Period to be eligible for that Survey Period drawing. Non-winning Survey Period entries will not be rolled over to subsequent Survey Periods.**

Survey Period	Entry Period Start Date: 12:00:01 AM CT on	Entry Period End Date: 11:59:59 PM CT	Mail-In Entry Received By Date:	Survey Period Drawing Date: 1PM ET
1	08/01/22	08/31/22	09/07/22	09/10/22
2	09/01/22	09/30/22	10/07/22	10/11/22
3	10/01/22	10/31/22	11/08/22	11/10/22
4	11/01/22	11/30/22	12/07/22	12/10/22
5	12/01/22	12/31/22	01/07/23	01/10/23
6	01/01/23	01/16/23	01/23/23	01/26/23

**PRIZES/APPROXIMATE RETAIL VALUE (“ARV”)/ODDS:** Three (3) Grand Prize will be available to be won each Survey Period during the Sweepstakes Period. Grand Prize is for a \$500.00 TJXC Gift Card (ARV \$500.00 CAD). Total value of all Grand Prizes per Survey Period is \$1,500.00 CAD.

Total value of all prizes available to be won: \$9,000.00 CAD. Limit: One (1) prize per person/household during a Survey Period.

Odds of winning a prize will depend upon the total number of eligible entries received for each Survey Period.

**RANDOM DRAWING:** The winners will be selected in a random drawing at 1:00 PM ET per the drawing date indicated in the chart above from among all eligible entries received during the Sweepstakes Period. The random drawing will be conducted by the Sweepstakes Administrator in Rochester, New York.

**WINNER NOTIFICATION & VERIFICATION:**

**Grand Prize:** Potential Grand Prize winner will be notified via email and/or phone, and will be required to confirm his/her mailing address and correctly answer a skill-based mathematical test question without mechanical or other aid (which may, in the sole and absolute discretion of the Sponsor, be administered online, by email or other electronic means, by telephone, or in the Sponsor's form of Declaration and Release) within a limited time-period in order to be eligible to receive his or her prize. Not providing the answer within the required time period, providing an incorrect or incomplete answer, or noncompliance with the terms of administration of the skill-testing question will result in disqualification of the potential winner and an alternate winner may be selected. Without limiting the generality of the forgoing, the Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

If a prize notification or prize is returned as undeliverable, or if winner is found to be ineligible or not in compliance with these rules that winner will be disqualified, and the prize may be awarded to an alternate winner in a separate random drawing.

**PRIZE CONDITIONS:** Prizes are not redeemable for cash. Prizes are not assignable nor transferable. No substitution is permitted except if prize is unavailable, in which case a prize of equal or greater value will be awarded. No cash in lieu of prizes and no exchange or substitution of prizes, except at the sole discretion of the Sponsor. Any other incidental expenses on prize not specified herein are the winner's sole responsibility.

Gift cards are not redeemable for cash and will not be replaced if lost or stolen. Gift card usage is subject to the issuing company's complete terms and conditions, including expiration dates.

Except where prohibited by law, entry and acceptance of a prize constitutes permission to use winner's name, prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

**GENERAL:** Although subsequent attempts to enter may be received, only the first complete entry received per week from a particular entrant will be eligible; subsequent attempts by the same person to enter, including entries submitted with an alternate email address, will be disqualified.

Participating entrants agree to these Official Rules and the decisions of the Sponsors and the Sweepstakes Administrator, and release the Sponsors, the Sweepstakes Administrator and their affiliated companies, and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors and agents of each (the "Released Parties"), from all claims and liability relating to their participation in the Sweepstakes, and the acceptance and use/misuse of the prizes offered. Participating entrants assume all liability for and Released Parties shall be held harmless against any liability for any injury, losses or damages of any kind to persons, including personal injury or death, or injury to property caused or claimed to be caused in whole or in part, directly or indirectly, by participation in this Sweepstakes, acceptance, possession, or use/misuse of a prize, or any claims based on publicity rights, defamation or invasion of privacy, or prize

delivery. Sponsors are not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prizes.

In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsors may ask any entrant or potential winner to provide Sponsors with proof, to Sponsors' satisfaction, that such party is the authorized account holder of the email address associated with the entry. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices or any other means not in keeping with the Sponsors interpretation of the letter and spirit of these Official Rules are void. The Released Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer or other device related to or resulting from participating in the Sweepstakes; (iv) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner; and/or (v) any combination of the above. By participating in the Sweepstakes, you (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsors and the Sweepstakes Administrator, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes. Sponsors reserve the right subject only to the approval of the Régie des alcools, des courses et des jeux (the "Régie") in Quebec, to cancel, suspend and/or modify the Sweepstakes (including, but not limited to, amending these Official Rules), or any part of it, if any fraud, technical failures or any factor beyond Sponsors' reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsors. If, for any reason, the Sweepstakes cannot be run as planned, Sponsors may disqualify any suspect entries or individuals from the Sweepstakes and any sweepstakes they sponsor and (a) suspend the Sweepstakes and modify the Sweepstakes to address the impairment, then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and/or (b) award the prizes at random from among the eligible, non-suspect entries received up to the time of the impairment.

The Sponsors reserve the right, in their sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsors – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Sweepstakes; (ii) for the purposes of verifying the eligibility and/or legitimacy of any information entered (or purportedly entered) for the purposes of this Sweepstakes; and/or (iii) for any other reason the Sponsors deem necessary, in their sole and absolute discretion, for the purposes of administering this Sweepstakes in accordance with the Sponsor's interpretation of the letter and spirit of these Official Rules. Failure to provide such proof to the complete satisfaction of the Sponsors within the timeline specified by the Sponsors may result in disqualification in the sole and

absolute discretion of the Sponsors. The sole determinant of the time for the purposes of this Sweepstakes will be the official time-keeping device(s) used by the Sponsor.

ANYONE DEEMED BY THE SPONSORS TO BE IN VIOLATION OF THE SPONSORS' INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE OFFICIAL RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

The Sponsors reserve the right, subject only to the approval of the Régie in Quebec, to adjust any of the dates, timeframes and/or other Sweepstakes mechanics stipulated in these Official Rules, to the extent necessary, for purposes of verifying compliance by any entrant, Entry and/or other information with these Official Rules, or as a result of any problems, or in light of any other circumstances which, in the opinion of the Sponsors, in their sole and absolute discretion, affect the proper administration of the Sweepstakes as contemplated in these Official Rules, or for any other reason.

In the event of any discrepancy or inconsistency between the terms and conditions of these English Official Rules and disclosures or other statements contained in any Sweepstakes-related materials, including, but not limited to, any other version of these Official Rules that may be in a different language, advertising and/or any instructions or interpretations of these Official Rules given by any representative or purported representative of the Sponsors, the terms and conditions of these English Official Rules shall prevail, govern and control to the fullest extent permitted by law.

THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS SWEEPSTAKES CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, EPIDEMICS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT, OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE SPONSORS. BY PARTICIPATING IN THIS SWEEPSTAKES, PARTICIPANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE, AS APPLICABLE. FURTHER, SPONSOR SHALL NOT BE RESPONSIBLE FOR ANY CANCELLATIONS, DELAYS, DIVERSIONS, CHANGES IN SERVICE OR SUBSTITUTIONS, OR FOR ANY ACTS OR OMISSIONS BY ANY THIRD PARTIES BEYOND ITS REASONABLE CONTROL, INCLUDING THIRD PARTY PROVIDERS SUPPLYING ANY SERVICES OR COMPONENTS OF THE PRIZE(S) TO WINNERS, OR FOR ANY RESULTING INJURIES, INCLUDING MONEY DAMAGES, COSTS AND EXPENSES, PROPERTY DAMAGES, PERSONAL INJURIES OR DEATH RESULTING THEREFROM.

**LEGAL WARNING:** ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE

OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**DISPUTES:** Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the Province of Ontario. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsors in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the Province of Ontario without giving effect to any choice of law or conflict of law rules (whether of the Province of Ontario or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Province of Ontario. The remedy for any claim shall be limited to actual damages, and in no event shall any party be entitled to recover punitive, exemplary, consequential, or incidental damages, including attorney's fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief. The failure or delay by Sponsors in enforcing any particular clause, provision, or aspect of these Official Rules shall not impact the validity, enforceability, or effect of any other clause, provision, or aspect of these Official Rules.

**For Quebec residents:** Any litigation respecting the conduct or organization of this Sweepstakes may be submitted to the Régie des alcools, des courses et des jeux du Quebec for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THIS AGREEMENT WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

**PRIVACY:** As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties, including Sweepstakes Administrator, for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules, including, without limitation, the storing of your personal information for purposes of complying with state record retention requirements. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner's list. Personal information collected from entrants are subject to the Sponsor's Privacy Policy, which can be found at <https://www.winners.ca/en/privacy>.

**CANADA RESIDENTS OFFICIAL RULES REQUEST:** To request a copy of the Official Rules, see [www.tjxcanda-opinion.ca](http://www.tjxcanda-opinion.ca) or send a self-addressed, stamped envelope by January 26, 2023 to: **US Sweepstakes & Fulfillment Co., ATTN: The TJX Canada Customer Experience Survey Sweepstakes Official Rules Request, 17-7000 McLeod Road, Unit 135, Niagara Falls, ON L26 7K3.**

**CANADA RESIDENTS WINNER CONFIRMATION REQUEST:** For a written confirmation of the winner (available after January 26, 2023), send a stamped, self-addressed envelope (no later than February 23, 2023), to: **US Sweepstakes & Fulfillment Co., ATTN: The TJX Canada Customer Experience Survey Sweepstakes Official Rules Request, 17-7000 McLeod Road, Unit 135, Niagara Falls, ON L26 7K3.**

**SPONSOR:** TJX Canada, 60 Standish Ct, Mississauga, ON L5R 0G1

**SURVEY ADMINISTRATOR:** InMoment, Inc., 2121 Argentia Road, Suite 200, Mississauga, ON L5N 2X4

**SWEEPSTAKES ADMINISTRATOR:** US Sweepstakes & Fulfillment Company, 625 Panorama Trail, Suite 2200, Rochester, NY 14625. 1-800-620-6044

**Void outside Canada and wherever else prohibited by law.**