## LUCKY 25 Monthly Member 2024 Sweeps Official Rules

## NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

**1. Eligibility:** LUCKY 25 Monthly Member 2024 Sweeps (the "Sweepstakes") is open only to legal residents of the fifty (50) United States, the District of Columbia and Puerto Rico who are at least eighteen (18) years old at the time of entry. Employees of The TJX Companies, Inc., Synchrony Bank, and Merkle Inc., and its parent and affiliate companies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such The TJX Companies, Inc., Synchrony Bank, and Merkle Inc. employee are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor:** The TJX Companies, Inc., 770 Cochituate Road, Framingham, MA 01701. **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075. Neither Synchrony Bank nor any of its affiliates is a sponsor or administrator of the Sweepstakes.

**3. Timing:** The Sweepstakes begins on January 1, 2024 at 12:00 a.m. Eastern Time ("ET"), ends on December 31, 2024 at 11:59 p.m. ET (the "Promotion Period") and consists of twelve (12) monthly entry periods (each a "Monthly Entry Period") as outlined below.

Monthly Entry Period	Start Date 12:00 a.m. ET	End Date 11:59 p.m. ET	Mail In Postmark Date	Mail In Receive By Date	Approximate Drawing Date
1	January 1, 2024	January 31, 2024	February 1, 2024	February 8, 2024	February 21, 2024
2	February 1, 2024	February 29, 2024	March 1, 2024	March 8, 2024	March 20, 2024
3	March 1, 2024	March 31, 2024	April 1, 2024	April 8, 2024	April 17, 2024
4	April 1, 2024	April 30, 2024	May 1, 2024	May 8, 2024	May 22, 2024
5	May 1, 2024	May 31, 2024	June 1, 2024	June 8, 2024	June 19, 2024
6	June 1, 2024	June 30, 2024	July 1, 2024	July 8, 2024	July 17, 2024
7	July 1, 2024	July 31, 2024	August 1, 2024	August 8, 2024	August 21, 2024
8	August 1, 2024	August 31, 2024	September 1, 2024	September 8, 2024	September 18, 2024
9	September 1, 2024	September 30, 2024	October 1, 2024	October 8, 2024	October 23, 2024
10	October 1, 2024	October 31, 2024	November 1, 2024	November 8, 2024	November 20, 2024
11	November 1, 2024	November 30, 2024	December 1, 2024	December 8, 2024	December 18, 2024
12	December 1, 2024	December 31, 2024	January 1, 2025	January 8, 2025	January 22, 2024

Administrator's computer is the official time-keeping device for the Sweepstakes.

**4. How to Enter:** During the Promotion Period, there are three (3) ways to enter the Sweepstakes as outlined below.

- a. Make an In-Store Purchase with your TJX Rewards® credit card: Visit a T.J.Maxx, Marshalls, HomeGoods, Sierra, or Homesense store location and make a purchase. Swipe your TJX Rewards® credit card at checkout to receive one (1) Sweepstakes entry into the applicable Monthly Entry Period drawing. Limit one (1) entry per store location, per day.
- b. Make Online Purchase with your TJX **Rewards**® credit card: Visit an http://tjmaxx.tjx.com/store/index.jsp, https://www.marshalls.com/us/store/index.jsp. and/or https://www.sierra.com/ and make an online purchase. At checkout, you must use your TJX Rewards® credit card as form of payment in order to receive one (1) Sweepstakes entry into the applicable Monthly Entry Period drawing. Limit one (1) Online Purchase entry per day.
- c. Alternate Method of Entry: To enter without making a purchase, using your TJX Rewards® credit card, or if you do not have an email address connected to your TJX Rewards credit card account or having a TJX Rewards® credit card, print your name, address, phone number, email address, and date of birth on a piece of paper and mail it in an envelope with proper postage to "LUCKY 25 Monthly Member 2024 Sweeps," c/o Merkle Inc., P.O. Box 5046, Department840223, Kalamazoo, MI 49003-5046, U.S.A. You will receive one (1) Sweepstakes entry into the applicable Monthly Entry Period drawing. Limit: One (1) entry per envelope. All mail-in entries must be postmarked and received by the dates listed in Section 3 above. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

Limit: Each entrant may receive up to three (3) entries per day, and up to twenty (20) entries total per Monthly Entry Period regardless of method of entry or combination of methods of entry. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

**Opt out Instructions:** If you made a purchase but do not wish to participate in the Sweepstakes, you may opt out of participating in this Sweepstakes. To do so, visit <u>https://tjx.promo.eprize.com/lucky25amoe/</u> and complete and submit the provided opt out form. You will be opted-out once you submit the requested information and it has been processed. If you choose to opt out of participating at any time, you will no longer be able to enter or participate in the Sweepstakes. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor.

**5. Grand Prize Drawings:** Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Monthly Entry Period winners from all eligible entries received during the applicable Monthly Entry Period on or around the dates listed in Section 3 above. Non-winning Monthly Entry Period entries will not carry over into subsequent Monthly Entry Period drawings. The potential winners will be notified by email, mail, or phone. If a potential winner of any prize cannot be contacted, fails to provide any requested information, within the required time period (if applicable), or the prize is returned as undeliverable, the potential winner forfeits his/her prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate

drawings will be held, after which the prize will remain un-awarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Sweepstakes.

**6. Prizes:** <u>THREE HUNDRED (300) GRAND PRIZES (twenty-five (25) awarded per Monthly Entry Period)</u>: A \$100 TJX digital gift card (to be determined by Sponsor in its sole discretion). Terms and conditions of gift cards apply. Approximate Retail Value: \$100.

Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning prize depend on the number of eligible entries received during the applicable Monthly Entry Period. <u>Limit</u>: up to one (1) prize per Monthly Entry Period per person and a maximum of five (5) prizes per Promotion Period.

**7. Release:** By receipt of any prize, winners agree to release and hold harmless Sponsor, Administrator, Synchrony Bank, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

**8. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

**9. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. 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. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**10. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

**11. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

**12. Entrant's Personal Information:** Information collected from entrants is subject to Sponsor's Privacy Policy <u>https://www.tjxrewards.com/en\_US/privacy</u>.

**13.** Winner List: For a winner list, click <u>here</u>. The winner list will be posted after winner confirmation is complete.

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