

# The Container Store's 1 Million Instagram Followers Sweepstakes

## Official Rules

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. THE NATURE OF YOUR PRODUCT RATING OR REVIEW WILL NOT AFFECT YOUR CHANCE TO WIN. SEE BELOW FOR AN ALTERNATE METHOD OF ENTRY THAT DOES NOT REQUIRE SUBMITTING A RATING OR REVIEW, AND AN ARBITRATION AGREEMENT.**

**Sponsor:** The Container Store, Inc., 500 Freeport Pkwy., Coppell, TX 75019.

### Who may enter?

The Container Store's 1 Million Instagram Followers Sweepstakes (the "Sweepstakes") is open to legal residents of the United States and the District of Columbia who are at least 18 years of age at the time of entry. Void where prohibited by law. The following persons are not eligible to enter the Sweepstakes: (a) employees of Sponsor, its affiliates or subsidiaries, (b) employees of any organizations directly involved with this promotion, (c) immediate family members or persons living in the same household as the persons identified in (a) or (b) above. By participating, entrants agree to be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to this promotion.

### Sweepstakes Period:

The Sweepstakes begins October 7, 2020 and ends October 9, 2020 (the "Sweepstakes Period").

### How to enter:

**A purchase will not improve chances of winning.** Individuals may only enter using one of the sweepstakes entry methods stated below. Incomplete entries and/or entries containing inaccurate information will be void at Sponsor's sole discretion. Sponsor will not be responsible for lost, late, incomplete, stolen, illegible, or misdirected entries due to any reason. Individuals may enter multiple times. Entries must be received by 11:59PM CST on the last day of the Sweepstakes Period. All entries and requests become Sponsor's property and will not be returned or acknowledged.

**Method #1:** Individuals must follow @thecontainerstore and @containerstorecustomclosets, like the 1 million followers photo, and then tag a friend in the Instagram comments. Each tag is an additional entry.

**Method #2:** Individuals must mail a 3 1/2- x 5 1/2-inch card (the "Post Card") without an envelope to: The Container Store's 1 Million Instagram Followers Sweepstakes, 500 Freeport Pkwy. Suite 100, Coppell, TX 75019-3863. On the back of the Post Card, the individual must hand-print the following information: (i) the Individual's first and last name; (ii) mailing address; (iii) phone number (area code included); (iv) email address (if applicable); and (v) the statement "I have read and agree to the sweepstakes official rules". Each Post Card must be mailed separately and received by Sponsor prior to the fifth day after the Sweepstakes Period. Upon receipt, each Post Card with the information provided in accordance with this section will become a single "Sweepstakes Entry." Photocopied, facsimile, illegible or mechanically reproduced entries are not eligible. Use of the information submitted via Method #2 will only be used to administer the Sweepstakes.

### Random drawing and odds of winning:

A total of ten (10) winners will be selected in random drawings from all eligible entries. The drawings will be held within seven (7) days after the end of the Sweepstakes Period. Winners will be notified within seven (7) days after the drawing via the contact information provided on the Sweepstakes Entry. All decisions in all matters relating to this Sweepstakes made by the Sponsor are final. Odds of winning depend solely on the total number of valid entries received during the Sweepstakes Period.

**Prizes:**

Ten (10) winners will each receive one (1) merchandise gift card redeemable for any merchandise at The Container Store valued at one hundred dollars (\$100) ("Gift Card"). Combined, the estimated retail price of all prizes is one thousand dollars (\$1,000). The Gift Card is redeemable for future purchases in any of The Container Store retail locations or online at containerstore.com for merchandise only. The Gift Card is subject to terms listed on its back and the Gift Card is non-transferable and cannot be redeemed for cash. Sponsor makes no representation or warranties concerning the appearance, safety or performance of any prizes awarded.

**Claiming prize:**

All properly claimed prizes will be awarded. The winner is responsible for all applicable taxes and acceptance of prize constitutes permission (except where prohibited) to use winners' name, hometown and likeness by Sponsor and/or other prize providers for purposes of advertising, promotion and publicity in any media without additional compensation or authorization. The winner must complete and sign an Affidavit of Eligibility, a Liability Release, all applicable forms required by taxing authorities and, where permitted, a Publicity Release. The winner must return these documents within ten (10) days of Sponsor sending. Tennessee residents need not sign the Publicity Release. Failure by a winner to timely complete, sign and return the documents or the return of any prize notification as undeliverable will cause prize to be forfeited. It is the entrant's responsibility to ensure the Sponsor has the correct email address, telephone number, and postal address. In the event of a dispute as to the identity of a winner based on an email address, the winning entry will be declared made by the Authorized Account Holder of the email address submitted at time of entry. "Authorized Account Holder" is defined as the natural person who is assigned to an email address by an Internet access provider, on-line service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

**Privacy:**

Sponsor will be collecting personal data about entrants in accordance with Sponsor's privacy policy. Please review the Sponsor's privacy policy available on the <http://containerstore.com/privacy>. By participating in the Sweepstakes, you agree to Sponsor's collection and usage of your personal information and acknowledge that you have read and accepted Sponsor's privacy policy.

**Limitation of liability:**

By entering, participants release and hold harmless Sponsor, its parent, subsidiary and affiliated companies, respective subsidiaries, directors, officers, employees, and agents from any and all liability or any injuries, loss or damage of any kind arising from or in connection with this promotion or acceptance or use of any prize won.

**Miscellaneous conditions:**

SPONSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, CONCERNING THIS PROMOTION. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY APPLICABLE LAW ARE LIMITED IN ALL RESPECTS TO THE DURATION OF THE PROMOTION. IN NO EVENT WILL SPONSOR, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES OR ANYONE ELSE INVOLVED IN THE CREATION OR OPERATION OF THIS PROMOTION BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DIRECT OR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The above disclaimers do not apply in states where prohibited.

The Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsor is not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Web site, or any combination thereof,

including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this promotion or downloading any materials in this Sweepstakes. If for any reason this promotion is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this promotion, the Sponsor reserves the right at its sole discretion to disqualify any individual who tampers with the entry process and to cancel, terminate, modify or suspend the promotion. Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the promotion.

This promotion is offered only in the continental United States.

The Prize will be sent to the verified winner by mail. For the name of the winner(s), mail your name and complete address on a 3 ½- x 5 ½-inch card in a standard business envelope to The Container Store, Attn: Legal Department, RE: 1 Million Instagram Followers Sweepstakes, 500 Freeport Pkwy. Suite 100, Coppell, TX 75019 by the end of the Sweepstakes Period.

**Disputes - Arbitration Agreement & Waiver of Certain Rights:**

You and The Container Store agree to resolve any disputes related to these Official Rules, and your participation in the Sweepstakes, through binding and final arbitration through the American Arbitration Association (“AAA”) rather than in court, except that you may assert claims in small claims court or seek action through government agencies.

YOU AND THE CONTAINER STORE HEREBY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE YOU HAVE WITH THE CONTAINER STORE. COURT REVIEW OF AN ARBITRATION DECISION IS LIMITED AND THERE IS NO JUDGE OR JURY; HOWEVER, AN ARBITRATOR CAN AWARD ON AN INDIVIDUAL BASIS THE SAME DAMAGES AND RELIEF AS A COURT, AND MUST FOLLOW THESE TERMS AS A COURT WOULD. THIS SECTION LIMITS CERTAIN OTHER RIGHTS, INCLUDING 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 YOU OR THE CONTAINER STORE WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. Both you and The Container Store retain the right to bring suit in court only to enjoin infringement or other misuse of intellectual property rights, and such action shall not be deemed a waiver of the right to have disputes submitted to arbitration as provided in these terms.

To begin a proceeding, you must send a letter describing your claim and requesting arbitration to our registered agent: The Container Store Inc, c/o Cogency Global Inc, 1601 Elm Street, Suite 4360 Dallas, TX 75201. The arbitration will be conducted by a single arbitrator with the AAA under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes available at [www.adr.org](http://www.adr.org) or 1-800-778-7879. You may choose to have the arbitration conducted by telephone, based on written submissions, or in-person in the state where you live or at another mutually agreeable location. The arbitration will be kept confidential except as may lawfully be required.

Payment of all fees will be governed by the AAA's rules. If you demonstrate that the costs of arbitration will be prohibitive as compared to the costs of court, we will pay as much of the fees required for the arbitration as the arbitrator deems necessary to prevent the cost of the arbitration from being prohibitive. The Container Store will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous.

ANY DISPUTE RESOLUTION PROCEEDING WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTION.

NEITHER YOU NOR THE CONTAINER STORE MAY ACT AS A PRIVATE ATTORNEY GENERAL OR CLASS REPRESENTATIVE, NOR PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, WITH RESPECT TO ANY DISPUTE OR CLAIM.

This section of these terms will survive the termination of the relationship with you and The Container Store.

**Applicable Law:**

Both you and The Container Store agree these terms evidence a transaction in interstate commerce and that the Federal Arbitration Act and applicable federal law (or in the absence of applicable federal law, then the laws of the state of Texas, without regard to any conflict of laws principles) apply to these Official Rules and your participation in the Sweepstakes.

If any provision of these terms is found to be unlawful, void or unenforceable, then that provision will be deemed severable from these terms and will not affect the validity or enforceability of any remaining provisions.