

POP! Terms and Conditions | The Container Store

POP! Perfectly Organized Perks® Terms & Conditions

Last Revised: 12/17/2018

These terms govern your membership in the POP! Perfectly Organized Perks program (the "POP! Program") and all purchases applied to, credited to, or associated with your use of the POP! Program. Please read these terms carefully, including the ARBITRATION AGREEMENT below. By enrolling in the POP! Program, you agree to be bound by these terms, as well as the other rules, policies, and procedures of the POP! Program. If you do not agree to any or all of these terms, do not enroll in the POP! Program. If you wish to no longer participate or disagree with any changes to these terms, please cancel your POP! Program membership.

Program Overview

The POP! Program is another way for The Container Store ("we" or "our") to celebrate and reward our loyal customers. By participating, members ("you") may be rewarded with valuable discounts and surprises, and you may receive valuable communications, tips, exclusive invitations and product previews ("POP! Perks") that will help get you started on your next organizational project. Plus, you'll never need to pay a membership fee. If you have any questions, we're always here to help. Contact our Customer Solutions Department at (855) 827-1538 or visit a store near you for assistance.

Authorization and Permission

By enrolling in the POP! Program, you authorize The Container Store, its affiliates and partners to communicate marketing and company information to you. Communications may include (but are not limited to) marketing emails, direct mail, and special communications about upcoming offers and promotions. Further, you agree to all terms listed in our privacy policy at www.containerstore.com/privacy.

Changes to the Terms

We reserve the right, at our discretion, to change, modify, cancel, add or remove any or all portions of these terms, any policy, FAQ, or guideline pertaining to the POP! Program at any time. If any terms change in the future, we will let you know by posting an update to www.containerstore.com/pop with the most recent modification date. Any changes or modifications will be effective immediately upon posting the revision. Any such changes will not apply to any claim brought prior to the date on which we posted the revised terms

incorporating such changes or otherwise notified you of such changes. By continuing to use the POP! Program, you agree to the revised terms.

Membership Enrollment

The POP! Program is open to legal residents of the United States who are at least 18 years of age at the time of registration. To enroll and receive POP! Program benefits, visit one of The Container Store's retail locations and provide your email address. At your option, you may also provide your phone number, name, street address, and/or birthday information.

Employees, independent contractors, officers, and directors of The Container Store and its subsidiaries and affiliates are not eligible for the POP! Program. While more than one person may use the same email address or phone number (e.g., members of the same household), we will not separate program benefits or offers earned or used by different members of the same household using the same email address or phone number.

Receiving POP! Perks®

We will offer POP! Perks based on the types and dates of purchases you make, including the size, frequency, number, and/or location of your transactions. The Container Store reserves the right to offer additional Perks or decline to offer certain Perks in its sole discretion and without notice to you. POP! Perks may include, for example:

- **Perk Discounts:** Periodically we may provide discounts to POP! Program members based on the qualifying purchases made and linked to your membership. Notification and details of discounts will be provided by email.
- **Special Birthday Gift:** In celebration of your special day, if you provided your birth date, active POP! Program members may receive a complimentary birthday gift. You must visit a participating retail location within 30 days of your birthday to redeem.
- **Exclusive Access to Events:** Throughout the year, The Container Store may hold special events and POP! Program members may enjoy exclusive access. Details on these events, if held, will be provided by email.
- **Special Previews on New Products:** POP! Program members may enjoy special previews on some of our newest products.
- **Additional Surprises throughout the Year:** We're working on even more ways to add value to the POP! Program, possibly including members-only promotions and customized tips and other communications. Please check www.containerstore.com/pop for details.

To credit a transaction to your POP! membership, you must sign-in to your POP! Program account by providing your email address or phone number at the point of checkout. The ability to apply a purchase to the POP! Program may be limited to participating retail stores.

Providing your phone number or email at the point of checkout is unrelated to acceptance of a credit card transaction.

Taxes, shipping, delivery, installation, Contained Home services, purchases of or using gift cards, purchases using merchandise credit, and Business Solutions are not eligible towards the earning of POP! Perks. We may revise these exclusions from time to time, which will be reflected in changes to these terms.

Using POP! Perks

Discounts, if any, earned as POP! Perks can be redeemed in our stores, through www.containerstore.com, or by phone. POP! Perks have no cash value, are not transferable, and no cash value will be given for a discount redemption. No POP! Perk, discount or other benefit will be refunded at any time. Unless noted otherwise, each POP! Perk will expire 30 days from the issuance date. When POP! Perks are issued, additional terms, conditions and restrictions may be disclosed, including but not limited to expiration or combining POP! Perks with other offers or discounts. Please carefully review each POP! Perk when it is issued to you.

Membership Cancellation

You may cancel your participation in the POP! Program at any time. To cancel, call our Customer Solutions Department at (855) 827-1538. As soon as a membership is canceled, all of your POP! Perks and discounts will expire.

We may cancel your POP! Program membership at any time for any reason in our sole discretion including, but not limited to, our determination that you (1) are ineligible, (2) violated any term or condition of the POP! Program or any applicable law or regulation, or (3) engaged in any deception, forgery, fraud or committed any other abuse of the POP! Program. If you do not make any qualifying purchases using your POP! account during a period of two (2) years, The Container Store may, in its sole discretion, terminate your POP! Program membership on or after the last day of that two (2) year period. We may revoke some or all of your POP! Perks if we determine that you received a POP! Perk due to an error, through fraud or deception, or in any manner not authorized.

Managing Email Preferences/Opting Out

You may opt out from receiving POP! Program emails at any time. To do so, click on the unsubscribe link in the bottom of the email and complete the opt out process. When opting out of emails, you will still be eligible to participate in the POP! Program, however you will not receive POP! Program communications via email about offers and promotions within the program. For more information about managing your information preferences and opting out of sharing, please see our privacy policy at www.containerstore.com/privacy.

Member Privacy Policy

Except as otherwise provided in these terms, The Container Store's privacy policy and standards will apply to information you provide through the POP! Program. See our privacy policy at www.containerstore.com/privacy.

Release, Disclaimer and Limitation of Liability

To the fullest extent permitted by applicable law, by participating in the POP! Program, each member releases The Container Store, and affiliated entities, and their respective officers, directors, employees and agents from and against any and all claims, damages, losses, liabilities, and other expenses (including, without limitation, attorneys' fees) relating to participation in the POP! Program, use of POP! Perks or agreement to these terms.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE POP! PROGRAM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTAINER STORE DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE POP! PROGRAM (INCLUDING THOSE RELATED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND THOSE ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE). TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTAINER STORE WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING FOR THE INDIRECT LOSS OF PROFIT, REVENUE, OR DATA) ARISING OUT OF OR IN CONNECTION WITH THE POP! PROGRAM, HOWEVER CAUSED, AND UNDER WHATEVER CAUSE OF ACTION OR THEORY OF LIABILITY BROUGHT (INCLUDING UNDER ANY CONTRACT, NEGLIGENCE, OR OTHER TORT THEORY OF LIABILITY) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Disputes - Arbitration Agreement & Waiver of Certain Rights

You and The Container Store agree to resolve any disputes related to the POP! Program, and all purchases applied to, credited to, or associated with your use of the POP! Program, 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 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 Terms and Conditions and all purchases applied to, credited to, or associated with your use of the POP! Program.

General

The Container Store is not responsible for communication problems of any kind, including

distribution of POP! Perks, due to a change of email address or other changes in contact information. Under no circumstances will The Container Store be held liable for any delay or failure in performance due in whole or in part to any acts of nature or other causes beyond its reasonable control. 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. The failure of The Container Store to enforce any right or provision of these terms will not prevent The Container Store from enforcing such right or provision in the future. The Container Store may assign its rights and obligations under these terms, including in connection with a merger, acquisition, sale of assets or equity, or by operation of law.

PLEASE RETAIN A COPY OF THESE TERMS FOR YOUR RECORDS AND PLEASE CHECK THE CONTAINER STORE WEBSITE FREQUENTLY FOR ANY CHANGES TO THESE TERMS.

Previous POP! Terms and Conditions

- [July 19, 2018](#)
- [May 14, 2014](#)
- [Initial](#)