The Container Store Celebrate 35, Win 35 Sweepstakes

Official Rules and Regulations

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES.

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

Who may enter?
The Container Store’s Celebrate 35, Win 35 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 in Rhode Island and 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 July 1, 2013 and ends July 31, 2013 (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. Each individual is limited to a maximum of one (1) total Sweepstakes Entry. Sponsor will not be responsible for lost, late, incomplete, stolen, illegible, or misdirected entries due to any reason. The Sponsor reserves the right to disqualify, at its sole discretion, all entries with irregularities or that are tied back to an individual if he/she entered under multiple identities. Entries submitted using any kind of bot or automated technology will be deleted. Entries must be received by 11:59PM CST on the last day of the Sweepstakes Period.

Method #1: Individuals must complete an entry form available at any of The Container Store’s retail locations, or received in an advertisement, a newspaper, or printed from an online source such as facebook.com or standfor.containerstore.com. Completed forms must be deposited into the applicable drop-box at any store location during regular store hours. Contact a salesperson for assistance. Illegible or mechanically reproduced entries are not eligible. All entries and requests become Sponsor’s property and will not be returned or acknowledged.

Method #2: Individuals may enter online by completing an online entry form available at http://www.facebook.com/containerstore (the “The Container Store’s Facebook Page”). Click on the button to “Like” The Container Store’s Facebook Page, and then click on the “Sweepstakes” tab to
access the Sweepstakes entry form (the “Entry Form”). Follow the instructions provided to fully complete and submit the Entry Form. Upon successful completion of the Entry Form, you will receive one (1) entry in the Sweepstakes. Incomplete entries and/or entries containing inaccurate entrant information will be void, at Sponsor’s sole discretion. Limit one (1) entry per person and per valid e-mail address. Additional entries from any one person or valid e-mail address in excess of the stated limitation will be void.

Random drawing:
Sixty one (61) winners (one (1) winner from the entries received at each store location) will be randomly selected from all eligible entries received at a single store location. In addition, one (1) winner will be randomly selected from all eligible entries received online. The drawings will be held within seven (7) days after the end of the Sweepstakes Period. Sponsor will attempt to contact the individual who submitted the winning entry within seven (7) days after the drawing via the contact information provided on the Sweepstakes Entry. Odds of winning depend solely on the total number of valid entries received during the Sweepstakes Period. All decisions in all matters relating to this Sweepstakes made by the Sponsor is final.

Prizes and odds of winning:
Each winner (62 total) will receive the thirty five (35) Products listed below (“Prize”). The estimated aggregate retail value of all of the items in each Prize is $565.66. Sponsor makes no representation or warranties concerning the appearance, safety or performance of any prizes awarded. Winner may not sell, assign, transfer, change, exchange, substitute or redeem Prize for cash. Based upon product availability or any other reason, Sponsor reserves the right to substitute a prize of equal value. The odds of winning depend upon the number of entries received.

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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 at containerstore.com. 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.

For the name of the winner, mail your name and complete address on a 3 x5 inch card in a standard business envelope to The Container Store Celebrate 35, Win 35 Sweepstakes Winner, 500 Freeport Pkwy. Suite 100, Coppell, TX 75019 by the end of the Sweepstakes Period.

**AGREEMENT TO ARBITRATE DISPUTES, WAIVER OF RIGHT TO JURY TRIAL, AND WAIVER OF RIGHT TO BRING OR PARTICIPATE IN CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTIONS**

You agree that we will resolve any disputes between us through binding and final arbitration instead of through court proceedings. You hereby waive any right to a jury trial of any dispute you have with The Container Store (“Sponsor”). Neither you nor Sponsor may bring a claim against the other as a class action, representative action, or private attorney general action. Neither you nor Sponsor 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 between us. These Terms of Service evidence a transaction in interstate commerce, and thus the arbitration will be subject to the Federal Arbitration Act, 9 U.S.C. §§ 1-16 et seq. ("FAA").

As used in this arbitration agreement and waiver, the terms "Sponsor" and "you" include Sponsor’s and your respective owners, officers, directors, shareholders, employees, subsidiaries, affiliates, agents, predecessors in interest, successors, attorneys, and assignees. This arbitration agreement and waiver will be interpreted broadly, and will encompass all disputes between you and Sponsor, including, but not limited to claims that relate in any way to the relationship between you and Sponsor, your participating in this Sweepstakes, regardless of legal or equitable theory.

This arbitration agreement and waiver does not preclude you from seeking action by federal, state, or local government agencies. Such agencies can, if the law allows, seek relief from us on your behalf. Moreover, you and Sponsor have the right to bring qualifying claims in small claims court.

Arbitration of any dispute or claim must be initiated within one year after the date on which the basis for the dispute or claim first arises, or within the period of time provided by applicable statute of limitations or other law, whichever is shorter. Unless you and Sponsor both agree otherwise, the arbitrator may not join your claim(s) or Sponsor’s claim(s) with any other claim, and may not preside over any representative or class proceedings. All disputes between you and Sponsor shall be governed by and resolved in accordance with, the laws of the United States of America and the State of Texas, without regard to their choice of law provisions.

Each party retains the right to apply to any court of competent jurisdiction for provisional and/or conservatory relief, including pre-arbitral attachments or injunctions, and any such request shall not be deemed incompatible with this agreement to arbitrate, nor a waiver of the right to have disputes submitted to arbitration as provided in this Agreement.

The arbitration will be conducted by the JAMS dispute resolution service. To initiate arbitration, you or Sponsor must submit a claim to JAMS, 8401 N. Central Expressway, Suite 610, Dallas, TX 75225, (214) 744-5267, with notice to the other party by certified mail. Notice to Sponsor should be sent to: The Container Store, Inc. Attn: Legal Department, 500 Freeport Pkwy, Suite 100, Coppell, TX 75019. For more information regarding JAMS, you may visit its website at http://www.jamsadr.com/. The arbitration will be conducted under the JAMS Streamlined Arbitration Rules and Procedures ("JAMS Rules") in effect on the date of commencement of the arbitration, as modified by these Terms of Service. The arbitration will be conducted by a single arbitrator, selected in accordance with the JAMS Rules.

Unless the arbitrator decides or the parties mutually agree otherwise, the arbitration will be based entirely on the written submissions of the parties and documents submitted to the arbitrator, unless the parties agree or the arbitrator orders otherwise. The parties will, at a minimum, exchange all documents upon which they intend to rely in the arbitration, within sixty (60) days of commencement of the
arbitration. The arbitrator will have the power to require either party to provide the other with additional documents, as reasonably necessary for either party to assert its claims or defenses in the arbitration.

If the arbitrator determines, at the request of a party or independently, that the personal presence of the parties is necessary, then the arbitrator may direct the parties to participate and the parties agree to do so. In that case, the parties agree that the place of the arbitration shall be at a mutually agreeable location in Dallas County, Texas.

For any arbitration in which you claim less than $1,000, Sponsor will reimburse you for the cost of your filing fee with JAMS and will pay all of JAMS’ other costs and fees. For claims between $1,000 and $10,000, you will pay any filing fee required by JAMS, and Sponsor will pay all of JAMS’ other costs and fees. If you bring a claim for more than $10,000, payment of fees and other costs to JAMS will be governed by the JAMS rules. Except to the extent authorized by statute and awarded by the arbitrator, each party will otherwise bear the cost of preparing and presenting its own case.

If the arbitrator determines that any claim brought by you is frivolous, or if the arbitrator's award to you is less than the amount offered to you by Sponsor prior to arbitration in exchange for a settlement and release of your claim, then payment of JAMS' costs and fees will be governed by the JAMS rules, and you agree to reimburse Sponsor for any costs or fees that it paid that otherwise would have been your responsibility under the JAMS rules.

In issuing any award, the arbitrator shall issue a written decision that is sufficiently detailed to inform both you and Sponsor of the reasons for his or her decision. The arbitrator may award declaratory or injunctive relief, but only in favor of the individual party seeking relief and only as necessary to provide the relief warranted by that party's individual claim. Any award may be confirmed and enforced in any court of competent jurisdiction. All post-award proceedings will be governed by the FAA. Any proceedings to enforce, vacate, or modify any arbitration award will be governed by the laws of the State of Texas, without regard to its choice of law provisions.

The content of the arbitral proceedings and any rulings or award shall be kept confidential by the parties and the arbitrator except: (i) to the extent that disclosure may be required of a party to fulfill a legal duty, protect or pursue a legal right, or enforce or challenge an award or other relief granted by the arbitrator in bona fide legal proceedings before a state or federal court or other judicial authority; or (ii) with the consent of all parties. Notwithstanding anything to the contrary in this Agreement, either party may disclose matters relating to the arbitration or the arbitral proceedings where necessary for the preparation or presentation of a claim or defense in this arbitration.