

# The Container Store's #organizedbag Contest

## Official Rules and Regulations

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. TO WIN, PHOTOS DO NOT NEED TO INCLUDE PRODUCTS SOLD BY THE CONTAINER STORE.**

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

### Who may enter?

The Container Store's #organizedbag Contest (the "Contest") is open to legal residents of the United States and the District of Columbia who are at least 18 years of age. Void where prohibited or restricted by law. The following persons are not eligible to enter the Contest: (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.

The "Contest Period" begins on May 16, 2016 and ends at 11:59PM CST on July 4, 2016.

### How to enter:

There are three methods of entry and each contestant may only enter the contest once.

**Method #1- Facebook:** After signing up for a Facebook account, contestants must go to The Container Store's Facebook page at [facebook.com/containerstore](https://facebook.com/containerstore) and submit a photograph of their organized luggage, purse, tote or bag; comment why your bag is so organized; and include #organizedbag.

**Method #2 - Instagram:** After signing up for an Instagram account, contestant must submit either on The Container Store's Facebook Page or tag @thecontainerstore in a photograph of their organized luggage, purse, tote or bag; comment why your bag is so organized; and include #organizedbag. The photographs will automatically upload and publicly publish on The Container Store's Facebook page.

**Method #3- Twitter:** After signing up for a Twitter account, contestant must tweet @thecontainerstore a photograph of your organized luggage, purse, tote or bag; comment why their bag is so organized; and include #organizedbag. The photographs will automatically upload and publicly publish on The Container Store's Facebook page.

Each properly submitted photograph becomes a contest entry ("Entry"). All Entries must be received by the end of the Contest Period and comply with the Entry Guidelines below.

### Entry Guidelines and Contest Restrictions:

Each Entry:

- Must comply with Facebook's Terms of Service located at: <http://www.facebook.com/legal/terms?ref=pf>;
- If entering through Instagram via Method #2, must comply with Instagram's Terms of Service located at <http://instagram.com/legal/terms/>;
- If entering through Twitter via Method #3, must comply with Twitter's Terms of Service located at <https://twitter.com/tos/>;
- Must not contain any identifiable person who has not given permission to be involved in the contestant;
- Must not include personally identifiable information such as a full name, account number, etc.;
- Must be the original work of the contestant;
- Must not have been submitted previously in a promotion or contest of any kind;
- Must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, including copyright infringement;
- Must not disparage Sponsor or any other person or party affiliated with the Contest;
- Must not prominently contain any third party logos, insignia, brand names or trademarks other than those of Sponsor;
- Must not prominently contain third-party images, sculptures, or artwork that are not the original work of the contestant;
- Must not contain material that is inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous;
- Must not contain any offensive or vulgar language nor depict any pornographic or illegal act;
- Must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- Must not contain material that is unlawful, in violation of, or contrary to the laws or regulations of the United States or the local jurisdiction where the Entry is created.

**General Submission Terms:**

By submitting an Entry, Contestant hereby grants permission for the Submission to be posted on the Sponsor's Facebook page, retail website or other websites/social media services. Contestant agrees that Sponsor is not responsible for any unauthorized use of Submissions by third parties.

By entering the Contest, Contestant agrees that the Entry conforms to the Official Rules, including but not limited to the Guidelines and Restrictions as defined above and that Sponsor may remove the Entry and disqualify Contestant at any time from the Contest if Sponsor believes in its sole and absolute discretion that the Entry fails to conform to the Guidelines and

Restrictions or Official Rules. By uploading a Submission, Contestant agrees that his/her first name, last initial, city and state may be used to identify him/her when the Submission is posted to the Page or other websites or promotional materials.

EACH CONTESTANT REPRESENTS, UNDERSTANDS AND ACKNOWLEDGES THAT HE/SHE WILL NOT BE PAID FOR OR RECEIVE ANY FORM OF COMPENSATION OR ROYALTY OTHER THAN THE PRIZES STATED HEREIN IN EXCHANGE FOR GRANTING SPONSOR THESE RIGHTS OR FOR ANY SUBSEQUENT USE OF SUCH ENTRY BY SPONSOR. By uploading a Submission, Contestant consents to give Sponsor a royalty free irrevocable, perpetual, non-exclusive license to use, reproduce, modify, copyright, publish create derivative works from and display such Submission in whole or in part, on a worldwide basis and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes without any compensation or notice, in perpetuity. If requested, Contestant must sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights Contestant is granting to use the Submission.

Contestant acknowledges and agrees that: (i) all copyrights and trademarks (the "Property") that are in the name of and/or owned by Sponsor shall be and remain the sole and complete property of Sponsor; (ii) Contestant shall not at any time acquire or claim any right, title or interest of any nature whatsoever in such Property by virtue of Contestant's use thereof in connection with the Contest; and (iii) any right, title or interest in or relating to the Property which comes into existence during the Contest as a result of Contestant's use of the Property shall immediately and automatically vest in Sponsor. Contestant agrees never to contest or assist others in contesting Sponsor's ownership of the Property.

Although all Entries will be reviewed by the Sponsor, before being judged, posted or published, the posting or publication of an Entry does not mean the Entry has been deemed to comply with these Official Rules. Entries that do not comply with these Official Rules or that otherwise contain prohibited or inappropriate content as determined by Sponsor, in Sponsor's sole discretion, will be disqualified and, if posted on any websites related to this Contest, removed therefrom.

**Contest Judging:**

A panel of Judges appointed by the Sponsor (the "Judges") will review all Entries received during each applicable Entry Period. The Judges will judge each Entry according to (1) the relevance of Submission to entry guidelines and originality; (2) Creativity, (3) Technical Quality (focus on sharpness of exposure, depth of field, contrast, lights, etc.); and (4) Visual/Aesthetic Quality (how the Submission is framed, view point, visual impact, etc.) Neither mentioning The Container Store nor including pictures containing images of products sold by The Container Store will increase Contestant's chance of winning. **The Judges will select one (1) winner ("Winner").** All decisions of Judges and Sponsor are final and binding.

**Prizes and odds of winning:**

The Winner will receive one (1) Eagle Creek® Prize Package valued at over four-hundred dollars (\$400) (the "Prize"). The Prize 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, must sign an Affidavit of Eligibility and compliance with rules/release, and all other applicable forms required by a taxing authority within ten (10) days of prize notification being sent or prizes will be forfeited. By accepting the prize, the winner consents to Sponsor's use of his/her name, photograph and/or likeness, address, voice, and statements made by or attributed to them in perpetuity, in any and all media now known or hereafter developed for all business purposes without additional compensation unless prohibited by law. 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](http://containerstore.com). By participating in the Contest, 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 Contest. 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 certified mail, return receipt requested or courier. For the name of the winner, mail your name and complete address on a 3"x5" card in a first class stamped envelope to The Container Store, Attn: Legal Department, RE: The Container Store's [#organizedbag Contest](#), 500 Freeport Pkwy. Suite 100, Coppell, TX 75019 by the end of the Contest Period.

#### **Arbitration Agreement and Waiver of Certain Rights**

**THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, 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.**

Contestants and The Container Store agree that we will resolve any disputes between the parties through binding and final arbitration instead of through court proceedings. Contestants and The Container Store hereby waive any right to a jury trial of any Claim. All controversies, claims, counterclaims, or other disputes arising between Contestants and The Container Store relating to this Agreement (each a "Claim") shall be submitted for binding arbitration in accordance with the Rules of the American Arbitration Association ("AAA Rules"). The arbitration will be heard and determined by a single arbitrator. The arbitrator's decision in any such arbitration will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. The parties agree that the arbitration will be kept confidential and that

the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral Entries and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration or by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies.

If Contestants demonstrates that the costs of arbitration will be prohibitive as compared to the costs of litigation, The Container Store will pay as much of the administrative costs and arbitrator's fees required for the arbitration, as the arbitrator deems necessary to prevent the cost of the arbitration from being prohibitive. In the final award, the arbitrator may apportion the costs of arbitration and the compensation of the arbitrator among the parties in such amounts as the arbitrator deems appropriate.

This arbitration agreement does not preclude Contestants or The Container Store from seeking action by federal, state, or local government agencies. Contestants and The Container Store also have the right to bring qualifying claims in small claims court. In addition, Contestants and The Container Store retain the right to apply to any court of competent jurisdiction for provisional relief, including pre-arbitral attachments or preliminary injunctions, and any such request shall not be deemed incompatible with these Rules, nor a waiver of the right to have disputes submitted to arbitration as provided in these Rules.

Neither Contestants nor The Container Store may act as a class representative or private attorney general, nor participate as a member of a class of claimants, with respect to any Claim. Claims may not be arbitrated on a class or representative basis. The arbitrator can decide only Contestants' and/or The Container Store's individual Claims. The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated.

If any provision of this section is found to be invalid or unenforceable, then that specific provision shall be of no force and effect and shall be severed, but the remainder of this section shall continue in full force and effect. No waiver of any provision of this Dispute Resolution and Governing Law section of these Rules will be effective or enforceable unless recorded in a writing signed by the party waiving such a right or requirement. Such a waiver shall not waive or affect any other portion of these Rules. This section of these Rules will survive the termination of Contestants' relationship with The Container Store.