

Acceptance of Terms

By texting COLLEGEBOUND or COLLEGE to 22922, you consent to receive recurring marketing text messages from The Container Store via automated technology in accordance with these terms and conditions ("Terms") to the mobile number provided. Texts may be sent via an automatic telephone dialing system. Your consent to receive text messages does not mean you are obligated to make a purchase. Must be the account holder or have account holder permission to participate. Only those 18 or older may participate unless with the express permission of a parent.

Privacy Policy

The Container Store's privacy policy available at containerstore.com/privacy is incorporated into these Terms by reference.

Supported Carriers

AT&T, Boost*, Cellcom*, Cellular South*, Cincinnati Bell*, Cricket, Get Lisa*, Interop*, Metro PCS*, nTelos*, Sprint, T-Mobile® (T-Mobile is not liable for delayed or undelivered messages to the customer.), U.S. Cellular, Verizon, and Virgin*. If your mobile operator is not participating, you will not receive a reply to your messages. Some operators may not support some services at the prices offered. Pre-paid users may not be able to participate - Check with your mobile operator.

**Carriers do not support MMS alerts, only SMS.*

Cost to Participate

Although The Container Store will not charge you to participate in the text messaging program, standard message and data rates may apply. Check your mobile plan for more details

How to stop receiving messages.

To stop receiving messages to your phone from The Container Store, you can opt out by sending a text message that says **STOP** to **22922**. Your phone number will be removed from the program after a one-time cancel confirmation. You will not receive future messages unless you opt back in.

Support

For support, send a text message from your phone to 22922 with the word HELP. Also, you can call us toll-free at 1-888-CONTAIN.

Promotion Terms:

20% offer is valid online and in our stores during the month of July. Present the offer code that is provided to you at checkout. Offer cannot be sold, transferred or posted online. Offer excludes, gift cards, TCS Closets®, elfa® Siding Doors, services, shipping fees, delivery, and all previously purchased items. Valid only on regularly priced items and cannot be combined with any other discount/sale price. We will ALWAYS give you the better value between two or more offers.

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.

You and The Container Store agree that we will resolve any disputes between the parties arising from these Terms or the offer through binding and final arbitration instead of through court proceedings. You and The Container Store hereby waive any right to a jury trial of any Claim. All controversies, claims, counterclaims, or other disputes arising between you and The Container Store relating to these Terms or the offer (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 you demonstrate 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 you or The Container Store from seeking action by federal, state, or local government agencies. You and The Container Store also have the right to bring qualifying claims in small claims court. In addition, you 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 Terms or offer, nor a waiver of the right to have disputes submitted to arbitration as provided in these Terms.

Neither you 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 your 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 Terms 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 Terms. This section of these Terms will survive the termination of your relationship with The Container Store.