

## TJX Rewards® iHeartRadio Jingle Ball Sweepstakes

### Official Rules

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Eligibility:** The TJX Rewards® iHeartRadio Jingle Ball Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States, the District of Columbia, and Puerto Rico who are at least eighteen (18) years old at the time of entry, and who are TJX Rewards® credit card holders as of the start of the Promotion Period (as defined below). SYF: Employees of The TJX Companies, Inc., and its affiliate companies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such The TJX Companies, Inc. employee are not eligible. Employees of Merkle Inc. and its parent and affiliate companies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such Merkle Inc. employee are not eligible. Employees of Synchrony Bank and its affiliate companies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such Synchrony Bank employee are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor:** The TJX Companies, Inc., 770 Cochituate Road, Framingham, MA 01701. **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075. Neither Synchrony Bank nor any of its affiliates is a sponsor or administrator of the Sweepstakes.

**3. Timing:** The Sweepstakes begins on October 20, 2023 at 12:00:00 a.m. Eastern Time ("E.T.") and ends on November 3, 2023 at 11:59:59 p.m. E.T. (the "Promotion Period"). Sponsor's computer is the official time-keeping device for the Sweepstakes.

**4. How to Enter:** During the Promotion Period, visit [TJXRewardsJingleBall.com](https://TJXRewardsJingleBall.com) and follow the links and instructions to complete and submit the registration form including a valid email address connected to your account. If you enter by making an In-Store or Online Purchase at Marshalls or Marshalls.com with your TJX Rewards® credit card (as outlined below), you must register with the email address associated with your TJX Rewards® credit card. During Registration, follow the instructions to select one (1) iHeartRadio Jingle Ball concert location (each a "Concert Prize Pool") from the provided list that you would most like to win. You will receive one (1) Sweepstakes entry into the selected Concert Prize Pool drawing. You will only have the option to select a Concert Prize Pool one time and may not change your selection during the Promotion Period. iHeartRadio Jingle Ball concert locations and dates are listed below:

Concert Prize Pool	Date of Concert
Tampa	Sunday November 26, 2023
Dallas/Ft. Worth	Tuesday November 28, 2023
Los Angeles	Friday December 1, 2023
Chicago	Monday December 4, 2023
Detroit	Tuesday December 5, 2023
New York	Friday December 8, 2023
Boston	Sunday December 10, 2023
Washington, DC	Monday December 11, 2023
Philadelphia	Tuesday December 12, 2023
Atlanta	Thursday December 14, 2023
Miami/Ft. Lauderdale	Saturday December 16, 2023

Then, during the Promotion Period, there are two (2) ways to earn additional Sweepstakes entries, as outlined below.

- a. **Make an In-Store or Online Purchase with your TJX Rewards® credit card at Marshalls:** Visit a Marshalls store location and make a purchase. Or visit [www.marshalls.com](http://www.marshalls.com); and make an online purchase. At checkout, you must use your TJX Rewards® credit card as the form of payment to receive one (1) Sweepstakes entry into the selected Concert Prize Pool drawing. See entry limit below.
- b. **Mail-In Alternate Method of Entry:** To enter without making a purchase, using your TJX Rewards® credit card, or if you do not have an email address connected to your TJX Rewards credit card account or having a TJX Rewards® credit card to enter, print your full name, mailing address, email address, phone number and date of birth on a piece of paper and mail it in an envelope with proper postage to "TJX Rewards® iHeartRadio Jingle Ball Sweepstakes," c/o Merkle Inc., P.O. Box 5022, Department, Kalamazoo, MI 49003-5022. **You must also indicate out the Concert Prize Pool for which you are entering on the outside of the envelope, (either Tampa Concert Prize Pool, Dallas/Ft. Worth Concert Prize Pool, Los Angeles Concert Prize Pool, Chicago Concert Prize Pool, Detroit Concert Prize Pool, New York Concert Prize Pool, Boston Concert Prize Pool, Washington, DC Concert Prize Pool, Philadelphia Concert Prize Pool, Atlanta Concert Prize Pool, or Miami/Ft. Lauderdale Concert Prize Pool).** You will receive one (1) Sweepstakes entry into the selected Concert Prize Pool drawing. If you do not indicate a Concert Prize Pool on the outside of the envelope, your entry will be voided, and you will not receive any entries into the Sweepstakes by this method of entry. Limit: One (1) entry per envelope. All mail-in entries must be postmarked by November 3, 2023 and received by November 10, 2023. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

Limit: Each entrant may receive one (1) Sweepstakes entry for registering; each entrant may receive up to five (5) entries per day during the Promotion Period by making an in-store or online purchase, sending in a mail-in entry, or a combination of the two methods. Multiple entrants are not permitted to share the same email address or TJX Rewards® credit card account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, TJX Rewards® credit cards, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any entry, the authorized account holder of the email address used to enter will be deemed to be the entrant. The "authorized account holder email address" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

**5. Grand Prize Drawings:** Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential winner from all eligible entries received by any method of entry during the Promotion Period for each respective Concert Prize Pool, on or around November 16, 2023. The potential winners will be notified by email. The potential Grand Prize winners (or parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return a Declaration of Compliance, Liability Waiver and where not prohibited a Publicity Release ("Declaration") which must be received by Administrator within two (2) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner cannot be contacted, fails to sign and return the Declaration or provide any requested information within the required time period, or the prize is returned as undeliverable, the potential winner forfeits his/her prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among

all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

**6. Prizes: ELEVEN (11) GRAND PRIZES (one (1) awarded per Concert Prize Pool):** Grand Prize includes four (4) tickets to the iHeartRadio Jingle Ball location selected during registration and a \$100 Marshalls digital gift card; terms and conditions apply.

Each Grand Prize winner will also be provided with a single cash payment in the form of a corporate check, which is intended to assist the winner with any federal, state, or other tax obligations related to the Grand Prize (the "Tax Gross-Up Payment"). The Tax Gross-Up Payment will be \$500.00. The Grand Prize winner's actual tax liabilities related to the Grand Prize could exceed the Tax Gross-Up Payment. The Grand Prize winner is solely responsible for all applicable federal, state, or other tax obligations related to the Grand Prize. Sponsor will not provide any further assistance toward the winner's tax obligations.

**Transportation and accommodations are not included in prize.** By accepting tickets, winner agrees to abide by any terms, conditions and restrictions provided by the ticket. Sponsor is not responsible if winner does not use ticket on day of event. An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. Winner and winner's guests voluntarily assume all risks related to exposure to COVID-19.

iHeartMedia + Entertainment, Inc. ("iHeart") and the Sponsor are not responsible for any delay, cancellation or rescheduling of any event and no substitution or compensation shall be awarded. Any provided tickets are subject to certain terms and conditions specified thereon. Location of seats and tickets are at iHeart's sole discretion or may be predetermined as supplied by the iHeart. Lost or stolen passes or tickets to any event will not be replaced. The Sponsor and iHeart reserve the right to substitute a prize, in whole or in part, with another prize (or prize component) of equal or greater value or alternatively may substitute such prize with a comparable prize (or prize component) of like per the Sponsor's or iHeart's discretion, if for any reason a prize, or any portion thereof, as described herein should become unavailable. The winner and guests agree to comply with all applicable venue regulations in connection with the concert. Sponsor, iHeart and the applicable venue representatives reserve the right to remove or to deny entry to winner (and his/her guest) who engage in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the concert and/or other Contest prize event or in any other objectionable behavior. If, after a prize has been selected and ticketing has been completed, concert is cancelled, such portions of the prize will be forfeited and the Sponsor and iHeart shall have no further obligation to winner.

Approximate Retail Value ("ARV") of each Grand Prize: \$1,680.00.

Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning prize depend on the number of eligible entries received during the Promotion Period for each respective Concert Prize Pool. Limit: one (1) prize per person.

**7. Release:** By receipt of any prize, winner agrees to release and hold harmless Sponsor, Administrator, Synchrony Bank, iHeartMedia + Entertainment, Inc., and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

**8. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes each winner's consent

to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

**9. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Sweepstakes, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, widespread illnesses, pandemics, civil unrest, declarations of war, acts of God, and acts of terrorism) interferes with any aspect of the Sweepstakes, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance and may modify the prizes offered herein. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**10. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

**11. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

**12. Entrant's Personal Information:** Information collected from entrants is subject to Sponsor's Privacy Policy: <https://tjmaxx.tjx.com/store/jump/topic/find-help/legal/2400080#privacypolicy>.

**13. Winner List:** For a winner list, please [click here](#). The winner list will be posted after winner confirmation is complete.

