Terms and Conditions

LG V20 H3 by B&O Play Earphones Promotion

FINAL - 09.30.16

The following offer is intended only for legal residents of the 50 United States, including D.C., and Puerto Rico, 18 or older, and shall be construed and evaluated according to the laws of the United States. Do not proceed in this promotion if you are not a legal resident of the 50 United States, D.C., or Puerto Rico. By participating in the "LG V20 H3 by B&O Play Earphones Promotion" ("Promotion"), each participant unconditionally accepts and agrees to comply with and abide by these Terms and Conditions. Offer valid while supplies last and quantities are limited. VOID WHERE PROHIBITED BY LAW OR REGULATION.

PROMOTION DESCRIPTION:

LG Electronics MobileComm U.S.A., Inc. ("LG" or "Sponsor") is hosting a limited time promotional offer for the purchase of a new LG V20 device via any carrier or authorized retailers. The purchase of an international LG V20 device is not eligible for this promotion. Subject to the terms and conditions of the Promotion, all LG V20 purchases must be made on Friday, October 7, 2016 through Sunday, November 20, 2016 11:59 pm Eastern Time ("Promotion Period"). Participants who purchase a new LG V20 during the Promotional Period will receive a pair of H3 by B&O Play Earphones ("Earphones") if the submission is successfully registered online on or before Friday, December 9, 2016 11:59 pm Eastern Time. Please allow 4-6 weeks for fulfillment of valid promotion requests.

PROMOTION RESTRICTIONS:

- This Promotion applies only to new LG V20 handsets purchased in major carriers’ stores and their authorized retailers, authorized national retailers and authorized online dealers. Major carriers and authorized retailers include:
  - Amazon
  - AT&T
  - Best Buy
  - B&H Photo Video
  - Newegg
  - Sprint
  - T-Mobile
  - U.S. Cellular
  - Verizon Wireless
- Participants who purchase an LG V20 must have a valid email and mailing address to receive the Earphones.
• Individuals and organizations with a business to business account with AT&T, Sprint, T-Mobile, U.S. Cellular or Verizon Wireless may redeem this offer.

• Failure to properly submit all required information/documentation will result in such claim being rejected. Participants will be notified by email if their claim has been rejected stating the reason for the rejection outlining next steps.

• LG V20 handsets purchased or acquired in used or refurbished condition, or through warranty or insurance claims, do not qualify for this Promotion.

• The Earphones cannot be returned to retail stores, carriers, or to LG for monetary value. If the Earphones are delivered damaged and/or are not functioning properly LG will replace it free of charge, but reserves the right to do so based on credible proof of the damage/malfunction claim, determined in LG’s sole discretion. Offer valid while supplies last and quantities are limited.

• The Earphones come with a one (1) year warranty. For warranty assistance contact LG Electronics (LGEAI) Customer Support Services at 1-800-793-8896.

• All resubmission claims due to rejection must be made by Friday, January 20, 2017, 11:59 pm Eastern Time.

• LG reserves the right to substitute or suspend this Promotion at any time.

• Photocopied, illegible, or mechanically reproduced submissions are not eligible. All submissions become the property of the Sponsor and will not be returned or acknowledged.

• LIMIT: one (1) Pair of Earphones per person and per device.

• The Approximate Retail Value (“ARV”) is $149.00.

• Participant is responsible for all federal, state, local and income taxes associated with receiving the Earphones.

• The LG V20 trade-in offer is separate from the Earphones Promotion. Please see retailer specific terms and conditions for details pertaining to the trade-in offer.

SUBMISSION PROCESS:

Online Submission: Visit www.lgv20launchpromo.com and enter the information requested including: your name, address, city, state, ZIP code, phone number, email address, carrier where the purchase was made, and upload a legible copy of your receipt of purchase, and picture of V20 box with IMEI number. Online Submissions must be received by Friday, December 9, 2016.

Illegible or mechanically reproduced submissions are not eligible. All submissions become the property of the Sponsor and will not be returned or acknowledged. Sponsor is not responsible for lost, late, damaged, or misdirected submissions.

PRIVACY POLICY:
MODIFICATIONS AND TERMINATION OF THE PROGRAM:
1. Sponsor reserves the right to modify any of the Terms and Conditions set forth herein at any time, including, but not limited to, the duration of Promotion Period.

2. LG reserves the right to modify, extend, suspend, or terminate the Promotion if it determines, in its sole discretion, that the Promotion is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Promotion as contemplated herein.

3. The Sponsor reserves the right to discontinue the participation privileges of any Participant who engages in any fraudulent activity or uses the Program in a manner inconsistent with these Terms and Conditions or with any federal, state or local, laws, statutes or ordinances. In addition, Sponsor shall have the right to take appropriate administrative and/or legal action, including criminal prosecution, as it deems necessary in its sole discretion.

LIMITATION OF LIABILITY:
1. The Sponsor is not responsible for incorrect or inaccurate transcription of information, for problems related to any of the equipment or programming associated with the Promotion or utilized by the Participant, for any human error, for any interruption, deletion, omission, defect, or line failure of any telephone network, cellular network, or electronic transmission, for problems relating to computer equipment, software, inability to access the Website or online service, or for any other technical or non-technical error or malfunction.

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL LG, AND ITS RELATED COMPANIES, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSEES, SHAREHOLDERS, JOINT-VENTURERS, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, PROMOTION AGENCIES, AGENTS, SUCCESSORS, MAJOR CARRIERS, ASSIGNS AND SERVICE PROVIDERS, BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PROMOTION, EVEN IF ANY OR ALL OF THE FOREGOING OR ANY OF THEIR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PARTICIPANT WAIVES ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION RELATED TO THE PROMOTION IN ANY FORUM BEYOND ONE YEAR AFTER THE FIRST OCCURRENCE OF THE KIND OF ACT, EVENT, CONDITION OR OMISSION UPON WHICH THE CLAIM OR ACTION IS BASED.

2. As a condition of participating in this Promotion, each Participant agrees that (1) any and all disputes, claims, and causes of action arising out of or connected with this Promotion, or any rewards obtained through the Promotion, shall be resolved individually, without resort to any form of class action and exclusively by arbitration under the International Arbitration Rules of the American Arbitration Association; (2) any and all claims, judgments and rewards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Promotion, but in no event attorneys' fees; and (3) under no circumstances will any Participant be permitted to seek recovery for, and Participant hereby waives all rights to claim, punitive, incidental and consequential damages and any other damages, other than for actual
out-of-pocket expenses, and waives any and all rights to have damages multiplied or otherwise increased.

3. These Terms and Conditions constitute the entire agreement between the Participants and Sponsor pertaining to the subject matter hereof and supersede all prior or other arrangements, understandings, negotiations and discussions, whether oral or written. No waiver of any of the provisions of these Terms and Conditions shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall waiver constitute a continuing waiver unless otherwise expressly provided.

4. The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms and Conditions shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

5. LG is not responsible if the Earphones are lost, stolen, destroyed or used without Participant's permission.

6. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of Participant and the Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New Jersey, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New Jersey. LG reserves the right to change these terms and conditions from time to time in its discretion. All terms and conditions are applicable to the extent permitted by law.

7. All materials including, without limitation, the design, text, and any marks are the property of LG Electronics, Inc. ALL RIGHTS RESERVED. Copyright @ 2016 LG Electronics, Inc. All product and service marks contained herein that are not LG Electronics, Inc. proprietary marks are the trademarks of their respective owners and LG Electronics, Inc. makes no claim to such properties. Phone features and specifications are subject to change without prior notice.

The LG V20 H3 by B&O Play Earphones Promotion ("Promotion") is open to legal residents of the 50 United States, D.C., and Puerto Rico, age 18 or older who make a purchase of a new LG V20 device via any carrier or authorized retailers as outlined in the full Terms & Conditions. The purchase of an international LG V20 device is not eligible for this promotion. Void outside the U.S., and wherever else prohibited by law or regulation. To be eligible for this promotion all LG V20 purchases must be made Friday, October 7, 2016 through Sunday, November 20, 2016 11:59 pm Eastern Time ("Promotion Period"). Participants who purchase a new LG V20 during the Promotional Period will receive a pair of H3 by B&O Play Earphones ("Earphones") if the submission is successfully registered online on or before Friday, December 9, 2016 11:59 pm Eastern Time.

To redeem online, visit www.lgv20launchpromo.com and enter the required information.

Quantities are limited. Allow 4-6 weeks for fulfillment of valid promotion requests. LG Electronics reserves the right to substitute or limit offer. Limit one (1) Earphone per person and per device. Sponsor is not responsible for lost, late, or incomplete orders. Sponsor: LG Electronics MobileComm USA, Inc. 1000 Sylvan Ave, Englewood Cliffs, NJ 07632.