

# Terms and Conditions

## LG Stylo 2 Plus Launch Folio Case Promotion

FINAL – 5.27.16

The following offer is intended only for legal residents of the 50 United States, including D.C., and Puerto Rico, age 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 Stylo 2 Plus Launch Folio Case 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. Case has no cash value. 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 Stylo 2 Plus device at a participating MetroPCS location. Subject to the terms and conditions of the Promotion, all LG Stylo 2 Plus purchases must be made on or before Sunday, July 31, 2016 ("Promotion Period"), Participants who purchase a new LG Stylo Plus 2 during the Promotional Period will receive a Stylo 2 Plus Folio Case ("Folio Case") if the submission is successfully registered online on or before Wednesday, August 31, 2016 at 11:59:59 PM ET. Please allow 4-6 weeks for fulfillment of valid promotion requests.

### PROMOTION RESTRICTIONS:

- This Promotion applies only to new LG Stylo 2 Plus handsets purchased from MetroPCS online and retail locations, and MetroPCS dealers.
- Participants who purchase an LG Stylo 2 Plus must have a valid email and mailing address to receive the Folio Case.
- 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 Stylo 2 Plus handsets purchased or acquired in used or refurbished condition, or through warranty or insurance claims, do not qualify for this Promotion.
- The Folio Case cannot be returned to retail stores, carriers, or to LG for monetary value. If the Folio Case is delivered damaged and/or is 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. All resubmissions and replacement claims must be made by Friday, September 30, 2016.
- 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) Folio Case per person and per device.
- The Approximate Retail Value (“ARV”) is \$50.

#### **SUBMISSION PROCESS:**

**Online Submission:** Visit [www.lgpromotions.com/metropcs](http://www.lgpromotions.com/metropcs) 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 Stylo 2 Plus box with IMEI number. Online Submissions must be received by Wednesday, August 31, 2016 at 11:59:59 PM ET.

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:**

LG's Privacy Policy is incorporated herein and available at <http://www.lg.com/us/privacy>.

#### **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. Arbitration will take place in Bergen County, New Jersey; (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 Folio Case is 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. Copyright © 2016 LG Electronics MobileComm U.S.A., Inc. LG, the LG logo, and LG Life's Good are the registered trademarks of LG Corp. ALL RIGHTS RESERVED. All other product and service marks contained herein are the trademarks of their respective owners. Phone features and specifications are subject to change without prior notice.

**SPONSOR:** LG Electronics MobileComm USA, Inc., 1000 Sylvan Ave, Englewood Cliffs, NJ 07632.

## **Terms and Conditions – abbreviated for print materials**

### **LG Stylo 2 Plus Launch Folio Case Promotion**

The LG Stylo 2 Plus Launch Folio Case 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 Stylo 2 Plus device at MetroPCS. Void outside the U.S., and wherever else prohibited by law or regulation. To be eligible for this promotion all LG Stylo 2 Plus purchases must be made on or before Sunday, July 31, 2016 ("Promotion Period"). Participants who purchase a new LG Stylo 2 Plus during the Promotional Period will receive a Stylo 2 Plus Folio Case ("Folio Case") if the submission is successfully registered online on or before Wednesday, August 31, 2016 at 11:59:59 PM ET.

To redeem online, visit [www.lgpromotions.com/metropcs](http://www.lgpromotions.com/metropcs) and enter the required information.

Offer valid while supplies last and quantities are limited. Case has no cash value. Allow 4-6 weeks for fulfillment of valid promotion requests. LG Electronics reserves the right to substitute or limit offer. Limit one (1) Folio Case per person and per device. Sponsor is not responsible for lost, late, or incomplete orders. **Sponsor:** LG Electronics MobileComm USA, 1000 Sylvan Ave, Englewood Cliffs, NJ 07632.