LG Smart TV Gift-with-Pre-Order Offer (the “Offer”)

Terms and Conditions

ELIGIBILITY: The Offer is open to individuals who are legal residents of the 50 United States, the District of Columbia (“D.C.”), US Virgin Islands or Puerto Rico, who are 18 years of age or older at the time of redemption.

HOW TO PRE-ORDER A QUALIFYING DEVICE: Visit www.sprint.com (the “Website”) or an authorized Sprint retailer within the 50 United States, D.C., US Virgin Islands or Puerto Rico between March 17, 2017 at 12:00:00 a.m. Central Daylight Time (“CDT”) and April 6, 2017 at 11:59:59 p.m. CDT or, for in-store pre-orders, during normal business hours (the “Pre-Order Period”) and pre-order one (1) LG G6 handheld device at full retail price, lease, 24-month contract (subsidized), or on an installment billing plan with Sprint, during the Pre-Order Period, while supplies last (the “Qualifying Device”). Offer available only for pre-orders of a Qualifying Device at sprint.com, Sprint Telesales, or retailers listed in the Sprint retail locator found at: http://storelocator.sprint.com/locator; Offer not available at big box retailers (e.g., Best Buy, Target, Sam’s Club etc.).

HOW TO REDEEM A GIFT: If you pre-order a Qualifying Device with Sprint, receive your Qualifying Device, and then complete the online redemption process set forth below, you will receive a LG 49” Black 1080P LED HDTV (Model #LG 49JL5100) (Approximate Retail Value (“ARV”): $349.99) (the “Gift”), while supplies last. Sponsor reserves the right to substitute Gift with a product of equal or greater ARV. Gift shipments may be delayed due to unforeseen inventory situations or high demand. Participants will be notified if there is a delay in Gift shipment. Redemption requests cannot begin until you receive your pre-ordered Qualifying Device from Sprint. To submit a redemption request once you have received your Qualifying Device, visit www.lgpromotions.com/sprint (also, the “Website”) between April 7, 2017 at 12:00:00 a.m. CDT and April 20, 2017 at 11:59:59 p.m. Central Savings Time (“CST”) (the “Redemption Period”). Follow the on-screen instructions to enter your name, email address, shipping information, pre-order channel, MEID, an image of your receipt and an image of your phone’s MEID. The MEID (HEX or DEC) can be found on the UPC sticker on the device box or under the battery in your Qualifying Device. You will receive a confirmation email that your information has been received. Receipt of confirmation email does not constitute verification of your pre-order as a successful redemption or a pre-order of a Qualifying Device.

Claims must be submitted by the end of the Redemption Period to be valid. Documentation submitted after the Redemption Period will not be accepted. Void where prohibited. Limit of one (1) Gift per pre-ordered Qualifying Device and two (2) Gifts per account/household.

Participants in this Offer may also participate in LG G6 Google Home Promotion using the same MEID associated with a pre-order of a Qualifying Device. The Offer and the LG G6 Google Home Promotion require separate redemption requests. To participate in the LG G6 Google Home Promotion, visit http://www.lg.com/us/mobile-phones/g6/promo.

Copies of illegible store receipts or MEIDs that are counterfeited, mechanically reproduced or altered in any way are void and will not be accepted. Only U.S. products are eligible for the Offer. Sprint, Tic Toc, Inc., and their respective subsidiaries and/or affiliates are not responsible for incomplete, lost, misdirected or late submissions. Unless covered under an applicable warranty, purchased Qualifying Devices must not be returned. If a purchased Qualifying Device is returned at any time and for any reason, your redemption request will be denied and/or your Gift will not be shipped. You will be responsible for all return shipping costs for returns of Qualifying Devices. Returns of Gifts (including damaged Gifts) are subject to the return policies of the Sponsor’s fulfillment partners. Sponsor reserves the right to substitute the Gift with an item of equal or greater value at its sole discretion. Any questions relating to eligibility, these Terms and Conditions or any other questions concerning the Offer will be resolved at the sole discretion of the Sponsor and its decisions will be final and binding with respect thereto. No requests for exchanges, or cash equivalent for the Offer will be considered and no substitutions will be made, except in Sponsor’s sole discretion. No responsibility is assumed by the Sponsor or its affiliates for cancelled, delayed, suspended or rescheduled delivery. No groups, clubs, corporations, companies, partnerships, or organizations may participate in this Offer or reproduce or distribute
any portion of these Terms and Conditions to their members. Participants will be solely responsible for all federal, state and/or local income taxes associated with the Gift they receive.

Please allow at least 6-8 weeks for shipment of your Gift from the receipt of claim submission. While every effort will be made to deliver your Gift in 6-8 weeks or less, there could be delays resulting from unforeseen inventory situations or high demand. You will be notified by email if there will be a delay in your shipment. If you have questions about this Offer, please call 1-844-416-0132 or email: lgg6tvoffer@promoadmin.com. Customers should make a photocopy of all materials submitted for their records as all received submissions become the property of the Sponsor.

ADDITIONAL DETAILS: By submitting documentation pursuant to this Offer, you agree and covenant on behalf of your family, heirs, personal representatives, executors, assigns and insurers to release, acquit, hold harmless, waive and forever discharge Sponsor, Sprint, Tic Toc, Inc. and their respective parent companies, subsidiaries and affiliates, and their respective officers, directors, members, managers, employees, contractors and agents (collectively, “Releasees”), from any and all claims, demands, damages, debts, costs, fees, obligations, loss, expenses, compensation, actions or causes of action whatsoever, of every nature, character and description, whether known, unknown, discovered, undiscovered, suspected or unsuspected (collectively, “Claims”), including but not limited to Claims arising on account of or in any way growing out of the participant’s participation in the Offer, delivery, use, or misuse of the Qualifying Device or Gift, or any Releasee’s negligence. In consideration of the Offer, each individual hereby agrees and consents, without further authorization, compensation or remuneration of any kind, to the use of such individual’s name, photograph, likeness (including his/her voice), biographical information and statements concerning the Offer, in any and all advertising, promotions and other publicity conducted by the Sponsor, and its parents, subsidiaries and affiliates.

GENERAL RULES: Offer not valid on pre-orders or purchases of refurbished or reconditioned merchandise. Offer is not valid on free, giveaway or other promotional merchandise. Except as otherwise set forth herein, this Offer is not combinable with any other Sprint LG G6 offers or promotions. Sponsor makes no representation as to the availability of the Qualifying Devices. Sponsor assumes no responsibility for electronic hardware, programming or software malfunctions or failures, or line connections, accessibility or availability of any Website, or technical failures of any kind, or unauthorized human intervention, or the incorrect or inaccurate capture of any information, or for the failure to capture any such information. Further, if, for any reason, the Offer, in the sole opinion of Sponsor, is not capable of running as planned by reason of fraud, infection by virus, bugs, worms, tampering, unauthorized intervention, technical failures, or any other causes which, in sole opinion of the Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Offer, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend Offer. The information provided in connection with this Offer is subject to Sponsor’s Privacy Policy available at: http://www.lg.com/us/privacy.

LIMITATION OF LIABILITY: 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 Offer 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, ASSIGNS AND SERVICE PROVIDERS, BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (COLLECTIVELY, “DAMAGES”) ARISING OUT OF THE OFFER, 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 OFFER 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES; AS A RESULT, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND THE FOREGOING PARAGRAPH SHALL NOT APPLY TO A RESIDENT OF NEW JERSEY TO THE EXTENT DAMAGES TO SUCH NEW JERSEY RESIDENT ARE THE RESULT OF COMPANY’S NEGLIGENT, FRAUDULENT OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT.

As a condition of participating in this Offer, each participant agrees that (1) any and all disputes, claims, and causes of action arising out of or connected with this Offer, or any rewards obtained through the Offer, 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 Offer, 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.

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.

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.

CONSTRUCTION/DISPUTES: 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 Offer, 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. Sponsor 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.

DISCLAIMER OF WARRANTIES/LIMITATION OF LIABILITY: THE RELEASED PARTIES ARE NOT RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, ECONOMIC, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (COLLECTIVELY, “DAMAGES”) UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY, DIRECTLY OR INDIRECTLY, TO REDEMPTION OF THE OFFER, EVEN IF FORESEEABLE OR EVEN IF THE RELEASED PARTIES BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES; AS A RESULT, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND THE FOREGOING PARAGRAPH SHALL NOT APPLY TO A RESIDENT OF NEW JERSEY TO THE EXTENT DAMAGES TO SUCH NEW JERSEY RESIDENT ARE THE RESULT OF COMPANY’S NEGLIGENT, FRAUDULENT OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT.


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