## LG Pay Sign Up Incentive Fast Giveaway

Terms & Conditions FINAL 11/8/19

## 11/08/19 - 12/31/19 - Promotion Dates

## Terms & Conditions for all materials to be used on all communication

The LG Pay Sign Up Incentive Fast Giveaway ("Promotion") begins at 12:00:01 AM ET on 11/08/19 and ends at 11:59:59 PM ET on 12/31/19 (the "Promotion Period"). Open to legal residents of the 50 states of the United States, including D.C., age 18 or older ("Entrant"). Entrant must own one (1) of the following mobile devices: LG G8 ThinQ, LG V50 ThinQ 5G, or LG G8X ThinQ (each an "Eligible Device"). Void where prohibited by law.

By participating, eligible Entrants may obtain one (1) \$10 LG Pay Perks credit (the "Offer") during the Promotion Period. Approximate Retail Value ("ARV") of Offer: \$10.00 each.

The first two-thousand five hundred (2,500) eligible Entrants to successfully complete the following, using an Eligible Device, will receive Offer. Entrants must:

- Download the LG Pay mobile app from the Google Play store;
- Create an LG Pay account (the "Account"); and
- Visit the promotions page in the LG Pay app and click "Join". Clicking "Join" will prompt Entrant to agree to the Promotion terms and conditions and LG Pay Perks Prepaid Card Agreement.
- The Offer will be added to Entrant's Account within 24-hours of acceptance of LG Pay Perks Prepaid Card Agreement.

Sponsor: LG Electronics U.S.A., Inc., 1000 Sylvan Ave., Englewood Cliffs, NJ 07632-3302 Administrator: US Sweepstakes & Fulfillment Co, 625 Panorama Trail, Rochester, NY 14625.

Each Entrant must follow the instructions above or their submission may be disqualified. Sponsor is not responsible for any damage to computer equipment related to participating in this Promotion.

Sponsor reserves the right to disqualify any Entrant for any reason, including the suspicion of fraud. Promotion may accept more than the first 2,500 requests but only the first 2,500 qualified requests will receive the Offer.

Release: By participating, Entrant agrees to release and hold harmless Sponsor, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, 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 Promotion or receipt or use or misuse of Offer.

General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the entry process or the

operation of the Promotion or to be acting in violation of these Terms & Conditions or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion 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 Terms & Conditions shall not constitute a waiver of that provision.

Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrant, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (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 Promotion; (4) technical or human error which may occur in the administration of the Promotion 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 Promotion or receipt or use or misuse of Offer. Sponsor is not responsible for misdirected or undeliverable entries or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Sponsor and Administrator are not responsible for any typographical/other error in entries, selection announcement or for any liability for damage to any computer system resulting from participation in, accessing or downloading information in connection with this Promotion. If for any reason an Entrant's Promotion entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another entry in the Promotion, provided that, if it is not possible to award another entry due to discontinuance of the Promotion, or any part of it, for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the Promotion Offers offered herein. No more than the stated number of Offers will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of Offers as set forth in these Terms & Conditions to be available and/or claimed, Sponsor reserves the right to award only the stated number of Offers.

Disputes: EXCEPT WHERE PROHIBITED. ENTRANT AGREES THAT: (1) ANY AND ALL DISPUTES. CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS PROMOTION OR OFFER AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. AND EXCLUSIVELY BY THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY OR THE APPROPRIATE NEW JERSEY STATE COURT LOCATED IN BERGEN COUNTY: (2) ANY AND ALL. CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS PROMOTION, 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, DIRECT, 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 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 (WHETHER OF THE STATE OF NEW JERSEY OR ANY OTHER JURISDICTION), WHICH WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW JERSEY.

Entrant's Personal Information: Information collected from Entrant is subject to Sponsor's Privacy Policy <u>www.lg.com/us/privacy</u>.

LG Pay Perks Virtual Card is issued by Sunrise Banks N.A., St. Paul, MN 55103, Member FDIC, pursuant to a license from VISA U.S.A. INC. This virtual card is administered by Wirecard North America, Inc. This virtual card can be used everywhere virtual VISA debit cards are accepted. Use of this card constitutes acceptance of the terms and conditions stated in the Cardholder Agreement, a copy of the Cardholder Agreement can be found <u>here</u>.

## Abbreviated Terms & Conditions to be used with email communication

The LG Pay Sign Up Incentive Fast Giveaway ("Promotion") begins at 12:00:01 AM ET on 11/08/19 and ends at 11:59:59 PM ET on 12/31/19. Open to legal residents of the 50 states of the United States, including D.C., age 18 ("Entrant"). Void where prohibited by law. The first two thousand five hundred (2,500) persons to set up LG Pay Perks with an Eligible Device will receive \$10 in LG Pay Perks. Subject to complete terms and conditions. <u>Click</u> here for full terms and conditions.

**Sponsor**: LG Electronics U.S.A., Inc., 1000 Sylvan Ave., Englewood Cliffs, NJ 07632-3302