

# Terms and Conditions

## LG V40 ThinQ™ Pre-order Promotion

**FINAL – 10.05.18**

The following offer is intended only for legal residents of the 50 United States, D.C., Puerto Rico, and U.S. Virgin Islands 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., Puerto Rico, and U.S. Virgin Islands. By participating in the "LG V40 ThinQ Pre-order 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 U.S.A., Inc. ("LG" or "Sponsor") is offering a limited time promotional offer for the purchase of a new LG V40 ThinQ device ("Qualifying Product") at participating carriers or authorized retailers ("Authorized Retailer/Carrier", defined below). Subject to the Terms and Conditions of the Promotion, all Qualifying Product purchases must be made Friday, October 12, 2018, through Thursday, October 18, 2018 EXCEPT for pre-orders made at Verizon Wireless in which case the purchase must be made Thursday, October 11, 2018 through Wednesday, October 17, 2018 ("Promotion Period"). Participants who purchase a Qualifying Product during the Promotion Period and successfully complete the Online Submission, as outlined below, will receive one (1) SanDisk Ultra® 256GB microSDXC™ UHS-1 Card & Adapter; one (1) DJI™ OSMO™ Mobile 2 Gimbal; and auto enrollment in the LG Second Year Promise program (terms and conditions apply). ("SD Card & DJI OSMO Gimbal"). Available while supplies last. Please allow up to 6-8 weeks from successful claim validation for item(s) to ship.

### **SUBMISSION PROCESS:**

**Online Submission:** Visit [www.LGV40preorderpromo.com](http://www.LGV40preorderpromo.com) and enter the information requested including: your name, address, city, phone number, email address, Authorized Retailer/Carrier where the Qualifying Product was purchased, IMEI and upload a legible copy of your receipt. A claim must be completed within forty-five (45) days of the date of the Qualifying Product purchase.

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

## **PROMOTION RESTRICTIONS:**

- This Promotion applies only to new LG V40 ThinQ handsets purchased at Authorized Retailers/Carriers. Authorized Retailers/Carriers are participating major carriers' stores and their authorized retailers, authorized national retailers, and authorized online dealers. Major carriers include but are not limited to:
  - Verizon Wireless
  - AT&T
  - T-Mobile
  - Sprint
  - U.S. Cellular
- The Promotion applies only to new LG V40 ThinQ handsets purchased in an Authorized Retailer/Carrier.
- Participants in the Promotion must have a valid email and mailing address to receive the SD Card & DJI OSMO Gimbal.
- Individuals and organizations with a business to business account with AT&T, T-Mobile, Sprint, U.S. Cellular or Verizon Wireless may redeem this offer.
- Failure to properly submit all required information/documentation will result in claims being rejected. Participants will be notified by email if their claim has been rejected stating the reason for the rejection and outlining next steps.
- All resubmissions of rejected claims must be completed within 7-days of your initial rejection.
- LG V40 ThinQ handsets purchased at an online auction, such as eBay, or classified ad, even in new, like new or refurbished condition, do not qualify for the Promotion.
- LG V40 ThinQ handsets purchased or acquired in used or refurbished condition, including open box or previously returned items or through warranty or insurance claims, do not qualify for the Promotion.
- LG V40 ThinQ handsets that were acquired as demo units or provided without cost for training purposes to employees do not qualify for the Promotion.
- LG V40 ThinQ devices returned within the carrier or retailer window are not eligible for the Promotion.
- Illegible, altered, or mechanically reproduced receipts are not eligible. All receipts become the property of the Sponsor and will not be returned or acknowledged.
- One (1) SD Card & DJI OSMO Gimbal per Qualifying Product.
- Decisions regarding eligibility to receive the SD Card & DJI OSMO Gimbal in situations of combined offers are to be made in LG's sole discretion, whose decision is final and binding.
- Sponsor reserves the right to substitute an item of equal or greater value or limit offer.

- The Approximate Retail Value ("ARV") is: \$330.00.
- To reach LG V40 ThinQ Launch Promotion customer support please call or email 1.888.299.4159 or [support@LGV40preorderpromo.com](mailto:support@LGV40preorderpromo.com) 7-days a week from 7am through midnight CST.

**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 Promotion 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, LICENSEES, SHAREHOLDERS, JOINT-VENTURERS, OFFICERS, DIRECTORS, EMPLOYEES, 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 the 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. 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.

6. Copyright © 2018 LG Electronics U.S.A., Inc. LG, the LG logo, are the registered trademarks of LG Corp. ALL RIGHTS RESERVED. V40 ThinQ is a trademark of LG Electronics, Inc. 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 USA, Inc., 1000 Sylvan Ave, Englewood Cliffs, NJ 07632.

**Program Administrator:** Opia Limited, a company incorporated in England and Wales of Priory House, Pilgrims Court, Sydenham Road, Guildford, Surrey, England, GU1 3RX