

## **LG Second Year Promise Program Terms and Conditions**

### **VOID OUTSIDE THE U.S. OR WHERE PROHIBITED BY LAW**

Please read these LG Second Year Promise Program Terms and Conditions (“Terms or Terms and Conditions”) carefully. Various portions of this document limit your coverage and describe terms of eligibility. By enrolling in the LG Second Year Promise Program (“Promise Program”) you agree to be bound by these Terms, as set forth below. If you do not agree to these Terms, do not enroll in this Promise Program.

The Promise Program is a collection of services offered in connection with certain products sold by LG Electronics U.S.A., Inc. ("LG" or "Sponsor") and available for enrollment. The Promise Program is open to U.S. residents only. Eligible claims will only be accepted within the U.S. including Alaska, Hawaii, and U.S. Territories. These Terms provide you with information about the Promise Program, requirements for enrollment, claim submission and processing, and the eligibility.

#### **PROGRAM DESCRIPTION:**

Upon enrollment in the Promise Program and subject to these terms and conditions, your LG smartphone will be eligible for an additional one (1) year of coverage under the manufacturer’s limited warranty, which is incorporated herein by this reference. LG’s limited warranty statement can be found in your user guide and online at [www.lg.com/us/support](http://www.lg.com/us/support). Upon successful claim registration, customers will receive a replacement device within two business days from when the original device is confirmed as shipped. Sponsor may choose at its option to use functionally equivalent re-conditioned, refurbished or new units or parts of any units. This Promise Program extends, upon enrollment, your original manufacturer’s limited warranty. It does not provide additional or supplemental coverage or services. Please see your User Guide for complete warranty information.

For additional information call a LG Support Representative at 1-888-545-4492.

#### **PROMISE PROGRAM DETAILS:**

- To participate in the Promise Program customers who purchase a Qualifying Product within the relevant Promotional Period must enroll their new device within 90 days of purchase as evidenced by supporting documentation of proof of purchase. All registrations must be submitted via [www.LGPromise.com](http://www.LGPromise.com)
- If you registered your Qualifying Product through the “Register a Product” link on LG.com you will be automatically enrolled in the Promise Program, LG’s complimentary second-year limited warranty program. To learn more about this program visit [www.LGPromise.com](http://www.LGPromise.com)
- Promise Program offer is non-transferable and extends to the original purchaser only.

- The Promise Program applies only to new Qualifying Products purchased in major carriers' stores and their authorized retailers, authorized national retailers, and authorized online dealers inclusive of unlocked devices. Devices purchased as part of an online auction, such as eBay, or classified ad, even in new, like new or refurbished condition are not eligible for the program.
- Any smartphones purchased in used or refurbished condition do not qualify for the Promise Program.
- Individuals and organizations with a business to business account with AT&T, T-Mobile, Sprint, U.S. Cellular or Verizon Wireless may register for the Promise Program.
- Participants who purchase a Qualifying Product must have a valid email and mailing address to register for the Promise Program.
- Any smartphones that were acquired as demo units or provided without cost for training purposes to employees do not qualify for the Promise Program.
- Failure to properly submit all required information/documentation may result in such registration or claim being delayed or rejected. Participants will be notified by email if their registration or claim has been rejected stating the reason for the rejection and outlining next steps.
- Photocopied, illegible, or mechanically reproduced submissions are not eligible.
- All enrollments become the property of the Sponsor and will not be returned or acknowledged. Sponsor is not responsible for lost, late, damaged, or misdirected submissions.
- A device failure is defined in the manufacturer's limited warranty.
- The Promise Program does not cover damage not covered by the original manufacturer's limited warranty, including, but not limited to, any physical or liquid damage due to misuse, water ingress or other accidental damage. Please see the full warranty for details as to warranty coverage.

- **Qualifying Products:**

Qualifying Products	Registration Period
LG G6	If purchased on or after June 15, 2017 must enroll within 90 days of purchase. If purchased before June 15, 2017 must enroll within 12-months of purchase
LG G6+	Must enroll within 90 days of purchase
LG V30	Must enroll within 90 days of purchase
LG V30+	Must enroll within 90 days of purchase
LG V30 ThinQ	Must enroll within 90 days of purchase
LG V30+ ThinQ	Must enroll within 90 days of purchase
LG V30S ThinQ	Must enroll within 90 days of purchase
LG G7 ThinQ	Must enroll within 90 days of purchase
LG V35 ThinQ	Must enroll within 90 days of purchase
LG V40 ThinQ	Must enroll within 90 days of purchase

### **ENROLLMENT PROCESS:**

- To be eligible for the LG Second Year Promise Program you must register your Qualifying Product by registering at [www.LGPromise.com](http://www.LGPromise.com) and enter your personal details, proof of purchase, IMEI/MEID and serial number within 90 days of purchase.
- Upon successful enrollment in the Promise Program, you will receive a registration ID. Store this ID as you will need to provide it when submitting a claim.

### **CLAIM PROCESS:**

- Eligible claims for the Promise Program must be submitted via the program website:
  - You must provide proof of Promise Program registration in the form of the registration ID. Participants who have forgotten or misplaced their registration ID can recover this information by contacting customer service 1-888-545-4492 available seven days a week 7:00am to midnight CST.
  - You must follow the website prompts and submit complete and accurate claim information, including, but not limited to, a description of the manufacturer defect.
  - Upon claim validation, you will receive a prepaid shipping label. When the shipment has been registered in the courier's system, you will receive a confirmation email to the email address you provided upon enrollment. A replacement device will be shipped to you at the address provided in your claim. Sponsor may choose at its option to use functionally equivalent re-conditioned, refurbished or new units or parts of any units.
  - **PLEASE NOTE, LG WILL NOT RE-INSTALL OR BACK-UP ANY DATA, APPLICATIONS OR SOFTWARE THAT YOU HAVE ADDED TO YOUR PHONE. IT IS THEREFORE RECOMMENDED THAT YOU BACK-UP ANY SUCH DATA OR INFORMATION PRIOR TO SENDING THE UNIT TO LG TO AVOID THE PERMANENT LOSS OF SUCH INFORMATION. LG IS NOT RESPONSIBLE FOR THE LOSS OF CUSTOMER DATA.**
  - You must return the defective equipment or you will be subject to a non-return fee equal to the cost of the non-promotion retail price of the device. Subject to equipment availability at time of processing. Participant agrees to "like" device if same model is no longer available.
- Decisions to refuse or reject claims as ineligible shall be in Sponsor's sole discretion, which is binding and final.
- Sponsor reserves the right to withdraw, amend or terminate this Promise Program without notice.

- The Sponsor is not responsible or liable for any technical, hardware, software, server, website, or other failures or damage of any kind to the extent that this prevents the participant from or otherwise obstructs him/her in participating in this Promise Program.

**PRIVACY POLICY:**

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

**MODIFICATIONS AND TERMINATION OF THE PROGRAM:**

- Sponsor reserves the right to modify any of the Terms and Conditions set forth herein at any time.
- Sponsor reserves the right to modify, extend, suspend, or terminate the Promise Program if it determines, in its sole discretion, that the Promise Program 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 Program as contemplated herein.
- The Sponsor reserves the right to discontinue the participation privileges of any Participant who engages in any fraudulent activity or uses the Promise Program in a manner inconsistent with these Terms 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 Program 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, PROGRAM AGENCIES, AGENTS, SUCCESSORS, MAJOR CARRIERS, ASSIGNS, AND SERVICE PROVIDERS, BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PROGRAM, 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 PROGRAM 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 Program, each Participant agrees that (1) any and all disputes, claims, and causes of action arising out of or connected with this Program, or any rewards obtained through the Program, 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 Program, 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, that provision will be stricken and 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 Program, 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, 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 U.S.A., Inc., 1000 Sylvan Ave, Englewood Cliffs, NJ 07632