

## **LG G4™ T-Mobile Free SD Card Promotion Terms and Conditions**

The following offer is intended for participants in the United States only 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 United States. By participating in the "LG G4™ T-Mobile Free SD Card Promotion" ("Promotion"), each participant unconditionally accepts and agrees to comply with and abide by these Terms and Conditions. VOID WHERE PROHIBITED BY LAW OR REGULATION. VALID WHILE SUPPLIES LAST.

### **PROMOTION DESCRIPTION:**

LG Electronics MobileComm U.S.A., Inc. ("LG" or "Sponsor") is hosting a limited time promotional offer for the purchase of the LG G4™ device via T-Mobile and their authorized retailers. Subject to the terms and conditions of the Promotion, from May 27, 2015 through June 30, 2015 or while supplies last only, whichever occurs first ("Promotion Period"), Participants who purchase an LG G4™ during the promotional period will receive a free 128GB SD Card ("Promotional Item") if the submission is successfully registered online or postmarked by July 15, 2015 or while supplies last, whichever occurs first (mail-in address provided below). Please allow 4-6 weeks for fulfillment of valid promotion requests. The Promotion is only available until valid claims have been made for 20,000 Promotional Items.

### **PROMOTION RESTRICTIONS:**

- This Promotion applies only to LG G4™ handsets purchased in T-Mobile stores and their authorized retailers, authorized national retailers and authorized online dealers.
- Participants who purchase an LG G4™ must have a valid email and mailing address to receive the Promotional Item.
- LG G4™ handsets purchased or acquired in used or refurbished condition, or through warranty or insurance claims, do not qualify for this Promotion.
- The Promotional Item cannot be returned to retail stores, T-Mobile, or to LG for monetary value. If the Promotional Item 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.
- This offer cannot be combined with any other offers.
- LG reserves the right to suspend this Promotion at any time.
- A valid proof of purchase and IMEI number are required to redeem the Promotional Item.
- Limit of one Promotional Item for each qualified LG G4™ device and wireless number.
- Promotion is only valid while Promotional Item supplies last.

### **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, 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 Promotional Item 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. All materials including, without limitation, the design, text, and any marks are the property of LG Electronics, Inc. ALL RIGHTS RESERVED. Copyright © 2015 LG Electronics, Inc. All product and service marks contained herein that are not LG Electronics, Inc. proprietary marks are the trademarks of their respective owners and LG Electronics, Inc. makes no claim to such properties. Phone features and specifications are subject to change without prior notice.

**PROMOTION SITE:**

<http://www.LGG4T-MobilePromo.com>

**SPONSOR CONTACT and MAIL-IN INFORMATION:**

LG G4™ T-Mobile SD Card Promotion  
PO Box 26339  
Santa Ana, CA 92799

1-800-998-8600