

## **LG Get Started Virtual 5K Sweepstakes Official Rules**

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Eligibility:** The LG Get Started Virtual 5K Sweepstakes (the "Sweepstakes") is open only to legal residents of the 50 United States, and the District of Columbia, who are at least eighteen (18) years old at the time of entry. Employees of LG Electronics U.S.A, Inc., US Sweepstakes & Fulfillment Co. and any of their respective related companies, parents, subsidiaries, affiliates, and agents and any agencies or other companies involved in the development or execution of the Sweepstakes or production or distribution of Sweepstakes materials, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Void outside the U.S., in Puerto Rico, and wherever else prohibited by law.

**2. Sponsor:** LG Electronics U.S.A, Inc., 111 Sylvan Ave., Englewood Cliffs, NJ 07632-3302. **Administrator:** US Sweepstakes & Fulfillment Co., 625 Panorama Trail Suite 2100, Rochester, NY 14625.

**3. Agreement to Official Rules:** By participating in the Sweepstakes, entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor and/or Administrator, which are final and binding in all matters related to the Sweepstakes. Whether an entrant receives a prize is contingent upon fulfilling all requirements set forth herein.

**4. Timing:** The Sweepstakes begins at 12:00:01 AM Eastern Time ("ET") on Monday, July 20, 2020 and ends at 11:59:59 PM ET on Monday, August 17, 2020 (the "Sweepstakes Period"). Sponsor's computer is the official timekeeping device for this Sweepstakes.

**5. How to Enter:** There are two (2) ways to enter the Sweepstakes.

**Method #1: ("Online Submission").** During the Sweepstakes Period, visit <http://getstartedlg.com/campaigns/5k/> and follow all entry instructions to complete the entry form and submit to receive one (1) entry into the Sweepstakes ("Online Submission"). **Entries must be received during the Sweepstakes Period to be eligible for the drawing.** Online Entrants are subject to all notices posted online including but not limited to the Sponsor's Privacy Policy, which can be found at [www.lg.com/us/privacy](http://www.lg.com/us/privacy).

**Method #2: Alternate Method of Entry ("AMOE") / Mail-in Submission.** During the Sweepstakes Period, mail a postcard (the "Mail-In Submission" and each the Online Submission and the Mail-In Submission, a "Submission"), including your name, complete address (P.O. Box addresses will not be accepted), email address and phone number to the following address to receive one (1) entry into the Sweepstakes: The **LG Get Started Virtual 5K Sweepstakes**, 625 Panorama Trail, Suite 2100, Rochester, NY 14625-2437. **The Mail-In Submission must be mailed separately and must be postmarked between Monday, July 20, 2020 and Monday, August 17, 2020, and received by Monday, August 24, 2020.**

Photocopied, illegible, or mechanically reproduced entries are not eligible. All entries become the property of the Sponsor and will not be returned or acknowledged. Sponsor is not responsible for lost, late, damaged, misdirected or postage-due mailed entries.

**Limit:** Regardless of the method of entry, there is a limit of one (1) Submission per person during the Sweepstakes Period. All methods of entry have an equal chance of winning. All Submissions become the property of the Sponsor and will not be acknowledged or returned.

In the event of a dispute, online entries will be deemed to have been submitted by the Authorized Account Holder of the email address submitted at the time of entry. "Authorized Account Holder" means the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address.

**6. Winner Determination:** Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes winners from all eligible entries received during the Sweepstakes Period. Random drawing for all prizes will be held on Wednesday, August 26, 2020. If selected, the potential winners will be notified by mail, email or phone.

**7. Winner Requirements:** Grand Prize, First Prize, and Second Prize potential winners must comply with all terms and conditions of these Official Rules; and winning is contingent upon fulfilling all requirements. The potential Grand, First, and Second prize winners (or winner's parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return an Affidavit of Eligibility, a Liability Waiver, an IRS W-9 Form and where allowable, Publicity Release (collectively "the Releases"), which must be received by Administrator/Sponsor within seven (7) calendar days of the date notice or attempted notice is sent, in order to claim his/her prize.

Third Prize and Fourth Prize potential winners must comply with all terms and conditions of these Official Rules; and winning is contingent upon fulfilling all requirements. Third Prize and Fourth Prize potential winners will be notified by email and requested to confirm their mailing address within 48 hours via return email. Prizes will be sent to the address provided at the time of entry or new address provided via email. P.O. Box addresses will not be accepted.

Fifth Prize potential winners must comply with all terms and conditions of these Official Rules; and winning is contingent upon fulfilling all requirements. Fifth Prize potential winners will be notified by email from Administrator. Prize notification will include instructions on how to redeem the prize.

Winners must provide an actual street address for prize shipment, no P.O. Box addresses will be accepted. Prizes will be awarded within approximately thirty (30) calendar days after the winner is verified. If a potential winner cannot be contacted, fails to execute and return the Releases within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits the prize.

In the event that a potential Sweepstakes Prize winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all eligible entries. Acceptance of any prize shall constitute and signify winner's agreement and consent that Sponsor may use the winner's name, city, state, likeness, Submission and/or prize information in connection with the Sweepstakes, worldwide, including the Internet, without limitation and without further payment or consideration, except where prohibited by law. Without limiting the generality of these Official Rules, winner shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the Submission and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Submission for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. Winner accepts and acknowledges that Sponsor shall not be obligated to use the Submission and that Sponsor in its sole discretion shall have the right to refrain from using the Submission. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Winner will indemnify Sponsor, Released Parties (as defined in Section 9, below) and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms.

#### **8. Prizes:**

**Grand Prize:** There is one (1) Grand Prize available to be won. Grand Prize is one (1) LG 77" OLED TV (model number: OLED77CXPUA) and one (1) 3-month Strava Summit membership.

The ARV of Grand Prize is: \$5,014.99.

**First Prize:** There is one (1) First Prize available to be won. First Prize is one (1) LG Gram 14" 2-in-1 Laptop (model number: 14T90N-R.AAS9U1) and one (1) 3-month Strava Summit membership.

The ARV of First Prize is: \$1,614.99.

**Second Prize:** There is one (1) Second Prize available to be won. Second Prize is one (1) LG Air Purifier (model number: AS560DWR0) and one (1) 3-month Strava Summit membership.

The ARV of Second Prize is: \$1,314.99.

**Third Prize:** There are ten (10) Third Prizes available to be won. Third Prize is one (1) LG Tone Free (model number: HBS-FL7) and one (1) 3-month Strava Summit membership.

The ARV of Third Prize is: \$214.99 each. The total ARV of all Third Prizes is: \$2,149.90.

**Fourth Prize:** There are ten (10) Fourth Prizes available to be won. Fourth Prize is one (1) Mini Air Purifier (model number: AP151MWA1) and one (1) 3-month Strava Summit membership.

The ARV of Fourth Prize is: \$214.99 each. The total ARV of all Fourth Prizes is: \$2,149.90.

**Fifth Prize:** There are five hundred (500) Fifth Prizes available to be won. Fifth Prize is one (1) 3-month Strava Summit membership.

The ARV of Fifth Prize is: \$15.00 each. The total ARV of all Fifth Prizes is: \$7,500.00.

Prizes are non-transferable and no substitution will be made unless Sponsor, in its sole discretion, determines otherwise. Sponsor reserves the right to substitute a prize for one of equal or greater value should it become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. TOTAL ARV FOR ALL PRIZES: \$19,744.77. The ARV of prizes is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed.

Odds of winning will depend upon the total number of eligible entries received.

Winners are responsible for all federal, state, local and income taxes associated with winning prize.

**9. Release:** By participating, entrant agrees to release and hold harmless Sponsor, Administrator, and their respective parents, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, 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 Sweepstakes or receipt or use or misuse of any prize.

**10. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, 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 Sweepstakes, 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 Sweepstakes or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes 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 Official Rules shall not constitute a waiver of that provision.

**11. 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 Sweepstakes; (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 Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes 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 Sweepstakes or receipt or use or misuse of any prize. 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 Sweepstakes. If for any reason an entrant's Sweepstakes entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, provided that, if it is not possible to award another entry due to discontinuance of the Sweepstakes, 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 Sweepstakes prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

**12. BINDING ARBITRATION:** Any controversy or claim arising out of or relating to this Sweepstakes shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply New Jersey law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. **THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.** BY PARTICIPATING IN THIS SWEEPSTAKES, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE

RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.

**13. GOVERNING LAW & JURISDICTION:** These Official Rules and the Sweepstakes are governed by US law and are subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of the Sweepstakes Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of New Jersey, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in these Official Rules and/or for entering any judgment on an arbitration award, shall take place in Bergen County, New Jersey.

**14. Entrant's Personal Information:** Information collected from entrant is subject to Sponsor's Privacy Policy [www.lg.com/us/privacy](http://www.lg.com/us/privacy).

**15. Winner List:** Winner List requests will only be accepted after the promotion end date (listed above) and no later than September 23, 2020. For the Winner List, send a stamped, self-addressed envelope to: The LG Get Started Virtual 5K Sweepstakes Winner Confirmation Request, PO Box 25466, Rochester, NY 14625-0466.