

## LG V40 ThinQ 4K TV Gift-with-Purchase Offer – Entry Period 1 (the “Offer”)

### Terms and Conditions

**ELIGIBILITY:** The Offer is open only to individuals who are legal residents of the 50 United States, the District of Columbia (“D.C.”), US Virgin Islands or Puerto Rico who are 18 years of age or older at the time of redemption.

**HOW TO PURCHASE A QUALIFYING DEVICE:** To participate, eligible participants must visit an authorized Sprint retailer within the 50 United States, D.C., US Virgin Islands or Puerto Rico, or [www.sprint.com](http://www.sprint.com) (the “Website”) between November 9, 2018 at 12:00:00 a.m. Central Savings Time (“CST”) and November 11, 2018 at 11:59:59 p.m. CST (“Purchase Period”), (or during normal business hours, as applicable), and purchase one (1) LG V40 ThinQ handheld device at full retail price or on an 18 month Sprint Flex lease, while supplies last (the “Qualifying Device”). Offer available only for purchases of a Qualifying Device as a new line of service via the Website or at authorized retailers listed in the Sprint retail locator found at: <http://storelocator.sprint.com/locator> Offer available at Big Box retailers (e.g. Best Buy and Costco). Refurbished, repaired, reconditioned and previously owned devices are not eligible.

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

**HOW TO REDEEM A GIFT:** Eligible participants who purchase a Qualifying Device with Sprint during the Purchase Period and then complete the online redemption process set forth below, will receive a LG 49” 4K TV (Model #LG 49UK6090PUA) (Approximate Retail Value (“ARV”): \$499.99) (the “Gift”), **while supplies last. Sponsor reserves the right to substitute Gift with a product of equal or greater ARV.** Gift shipments may be delayed due to unforeseen inventory situations or high demand. Participants will be notified if there is a delay in Gift shipment. Redemption requests cannot begin until you receive and activate your purchased Qualifying Device from Sprint. Qualifying Devices must be activated within seven (7) days of purchase. To submit a redemption request once you have received and activated your Qualifying Device, visit [www.lgpromotions.com/sprint](http://www.lgpromotions.com/sprint) (also, the “Website”) between November 9, 2018 at 12:00:00 a.m. CST and January 15, 2019 at 11:59:59 p.m. CST (“Redemption Period”). Follow the on-screen instructions to enter your name, email address, shipping information, purchase date, MEID, an image of your receipt and an image of your Qualifying Device’s MEID. The MEID (HEX or DEC) can be found on the UPC sticker on the device box or under the battery in your Qualifying Device. You will receive a confirmation email that your information has been received. Receipt of confirmation email does not constitute verification of your purchase as a successful redemption or a purchase of a Qualifying Device.

Claims must be submitted by the end of the applicable Redemption Period to be valid. Documentation submitted after the close of the applicable Redemption Period will not be accepted. Void where prohibited. **Limit of one (1) Gift per purchased Qualifying Device and five (5) Gifts per account/household.**

Copies of illegible store receipts or MEIDs that are counterfeited, mechanically reproduced or altered in any way are void and will not be accepted. Only U.S. products are eligible for the Offer. Sponsor, Sprint, Tic Toc, Inc., and their respective subsidiaries and/or affiliates are not responsible for incomplete, lost, misdirected or late submissions. **Unless covered under an applicable warranty, purchased Qualifying Devices must not be returned. If a purchased Qualifying Device is returned at any time and for any reason, your redemption request will be denied and/or your Gift will not be shipped. There will be a fourteen (14) day waiting period after approval, but prior to Gift shipment, to confirm your Qualifying Device has not been returned.** You will be responsible for all return shipping costs for returns of Qualifying Devices. Returns of Gifts (including damaged Gifts) are subject to the return policies of Sponsor’s fulfillment partners. **Sponsor reserves the right to substitute the Gift with an item of equal or greater value at its sole discretion.** Any questions relating to eligibility, these Terms and Conditions or any other questions concerning the Offer will be resolved at the sole discretion of the Sponsor and its decisions will be final and binding with respect thereto. No requests for exchanges, or cash equivalent for the Offer will be considered and no substitutions will be made, except in Sponsor’s sole discretion. No responsibility is assumed by the Sponsor or its affiliates for cancelled, delayed, suspended or rescheduled delivery. No groups, clubs, corporations, companies, partnerships, or organizations may participate in

this Offer or reproduce or distribute any portion of these Terms and Conditions to their members. Participants will be solely responsible for all federal, state and/or local income taxes associated with the Gift they receive. Participant acknowledges that Releasees (as defined below) have not made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any Gift item, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Any and all warranties and/or guarantees on a Gift item (if any) are subject to the respective manufacturers' terms therefore, and participants agree to look solely to such manufacturers for any such warranty and/or guarantee.

Please allow at least 6-8 weeks for shipment of your Gift from the receipt of claim submission. **While every effort will be made to deliver your Gift in 6-8 weeks or less, there could be delays resulting from unforeseen inventory situations, high demand, shipping delays or other force majeure events. You will be notified by email if there will be a delay in your shipment.** If you have questions about this Offer, please email: [lg4ktvoffer@promoadmin.com](mailto:lg4ktvoffer@promoadmin.com). Customers should make a photocopy of all materials submitted for their records as all received submissions become the property of the Sponsor. If your Gift arrives damaged or defective, all claims must be brought to the Sponsor's attention via email at [lg4ktvoffer@promoadmin.com](mailto:lg4ktvoffer@promoadmin.com) or phone at 1-844-416-0132 within 5 days of Gift receipt by participant.

**ADDITIONAL DETAILS:** By submitting documentation pursuant to this Offer, you agree and covenant on behalf of your family, heirs, personal representatives, executors, assigns and insurers to release, acquit, hold harmless, waive and forever discharge Sponsor, Sprint, Tic Toc, Inc. and their respective parent companies, subsidiaries and affiliates, and their respective officers, directors, members, managers, employees, contractors and agents (collectively, "Releasees"), from any and all claims, demands, damages, debts, costs, fees, obligations, loss, expenses, compensation, actions or causes of action whatsoever, of every nature, character and description, whether known, unknown, discovered, undiscovered, suspected or unsuspected (collectively, "Claims"), including but not limited to Claims arising on account of or in any way growing out of the participant's participation in the Offer, delivery, use, or misuse of the Qualifying Device or Gift, or any Releasee's negligence. In consideration of the Offer, each individual hereby agrees and consents, without further authorization, compensation or remuneration of any kind, to the use of such individual's name, photograph, likeness (including his/her voice), biographical information and statements concerning the Offer, in any and all advertising, promotions and other publicity conducted by the Sponsor, and its parents, subsidiaries and affiliates.

**GENERAL RULES:** Offer not valid on purchases of refurbished, repaired, reconditioned, or previously owned merchandise. Offer is not valid on free, giveaway or other promotional merchandise. Except as otherwise set forth herein, this Offer is not combinable with any other Sprint LG V40 ThinQ offers or promotions. Sponsor makes no representation as to the availability of the Qualifying Devices. Sponsor assumes no responsibility for electronic hardware, programming or software malfunctions or failures, or line connections, accessibility or availability of any Website, or technical failures of any kind, or unauthorized human intervention, or the incorrect or inaccurate capture of any information, or for the failure to capture any such information. Further, if, for any reason, the Offer, in the sole opinion of Sponsor, is not capable of running as planned by reason of fraud, infection by virus, bugs, worms, tampering, unauthorized intervention, technical failures, or any other causes which, in sole opinion of the Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Offer, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend Offer.

The information provided in connection with this Offer is subject to Sponsor's Privacy Policy available at: <http://www.lg.com/us/privacy>.

**LIMITATION OF LIABILITY:** 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 Offer 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 any 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 THE RELEASEES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, ECONOMIC, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES (COLLECTIVELY, "DAMAGES") UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF THE OFFER, EVEN IF FORE SEEAABLE AND 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 OFFER 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES; AS A RESULT, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND THE FOREGOING PARAGRAPH SHALL NOT APPLY TO A RESIDENT OF NEW JERSEY TO THE EXTENT DAMAGES TO SUCH NEW JERSEY RESIDENT ARE THE RESULT OF COMPANY'S NEGLIGENT, FRAUDULENT OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT.

As a condition of participating in this Offer, each participant agrees that (1) any and all disputes, claims, and causes of action arising out of or connected with this Offer, or any rewards obtained through the Offer, 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 Offer, 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.

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.

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.

**CONSTRUCTION/DISPUTES:** 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 Offer, 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. Sponsor 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.

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