## LG TAILGATE TIME OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

**SWEEPSTAKES ENTRY PERIOD: The LG Tailgate Time Sweepstakes** (the "Sweepstakes") begins at 12:00:01 AM Eastern Time ("ET") on Thursday, October 12, 2023 and ends at 11:59:59 PM ET on Saturday, December 9, 2023 (the "Sweepstakes Period"). Entries must be received within the Sweepstakes Period to be eligible for a chance to win the Grand Prizes as further described herein

**ELIGIBILITY:** The Sweepstakes is open to legal residents of the 50 United States, including the District of Columbia, who are age 18 or older at the time of entry. Void in Puerto Rico, Guam, the U.S. Virgin Islands, outside the U.S., and wherever else prohibited by law. Employees of LG Electronics U.S.A., Inc.(the "Sponsor"), Votigo, Inc (the "Sweepstakes Administrator") and their respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members (spouses, parents, children, and siblings and their spouses) of, and/or those living in the same household of each, are not eligible to enter. Sweepstakes is subject to all applicable federal, state and local laws and regulations.

**HOW TO ENTER:** There are two ways to enter the Sweepstakes:

Website Method of Entry: During the Entry Period, visit www.LGTailgateTime.com (the "Sweepstakes Website") and fill out the registration form to receive an Entry into the Sweepstakes ("Website Entry").

Instagram Method of Entry: During the Entry Period, post a photo or video to Instagram that shows your football tailgating experience. You must include #LGTailgateTimeSweepstakes and @LGUSA to receive one (1) entry into the Sweepstakes ("Instagram Entry", and together with Website Entry, each an "Entry"). Please do not include brands other than LG in your photo. To enter via Instagram, you must have an Instagram account and have your account settings set to public (not private). Including #LGTailgateTimeSweepstakes and @LGUSA in an Instagram Entry during the Entry Period constitutes your agreement to these Official Rules.

Entries must be received between Thursday, October 12, 2023 at 12:00:01 AM ET and Saturday, December 9, 2023 at 11:59:59 PM ET.

Entrants are subject to all notices posted online including but not limited to the Sponsor's Privacy Policy, which can be found at https://privacy.us.lg.com/policies.

Limit: One (1) Entry per person regardless of whether entrant has more than one email address or Instagram handle. All entries have an equal chance of winning. All entries become the property of the Sponsor and will not be acknowledged or returned.

All Entries have an equal chance of winning. Odds of winning will depend upon the total number of eligible Entries received. All Entries become the property of the Sponsor and will not be acknowledged or returned.

**ENTRY REQUIREMENTS & CONDITIONS:** All Entries must comply with the following minimum guidelines to be eligible:

- Entrant should be the primary subject of the Instagram Entry. No other individuals may appear in the Instagram Entry, without express permission. If an Instagram Entry features a minor under the age of majority in his/her state or province of residence, you must obtain written permission from the minor's legal guardian.
- Video Instagram Entries submitted to the Sweepstakes Website must be in one of the following formats: AVI, MOV, WMV, MP4, MPEG, FLV, 3GP, and 3G2; must be under 200MB and must be no longer than 2 minutes in length.
- Photo Instagram Entries submitted to the Sweepstakes Website must be in one of the following formats: .jpg, .jpeg, .png; must be under 20MB.
- Entries must conform to any format and size requirements and limitations of the Sweepstakes Website.
- Instagram Entries must be Entrant's original idea (modification of an original work is not an original idea). Instagram Entries must not copy or otherwise plagiarize from any source.
- Entries cannot contain content that is irrelevant to the purpose of the Sweepstakes.
- Once an Entry has been submitted, it cannot be modified or deleted by Entrant.
- Each submitted Instagram Entry must be original, on which no image editing software has been used.
- No duplicate Entries or substantially similar Entries, as determined by the Sponsor's in its sole discretion, may be submitted.
- By submitting an Instagram Entry taken by a third party, Entrant warrants and represents that he/she has secured all rights and clearances to the Entry from the third party.
- Entry must not contain content that is known by you to be false, inaccurate or misleading.
- Any Entry deemed inappropriate or unsuitable, in Sponsor's sole discretion, will be
  disqualified. Entry must not contain material that is inappropriate, indecent (including, but
  not limited to, nudity, or pornography), profane, obscene, hateful, tortious, defamatory,
  slanderous, libelous (including words or symbols that are widely considered offensive to
  individuals of a certain race, ethnicity, religion, sexual orientation, or socioeconomic group),
  violent, self-mutilating (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.),
  or illegal (e.g., underage drinking, substance abuse, computer hacking, etc.).
- The Entry must not contain or depict material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination, including without limitation, discrimination based on race, sex, religion, nationality, disability, sexual orientation or age. The Entry must not contain or depict material that is threatening to any person, place, business, group, or world peace or contain words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation, or socioeconomic group.

- The Entry must not contain any content that infringes or may infringe third party rights, including, without limitation, any copyright, name, trademark, logo, trade dress, or other personal or proprietary right of any person living or deceased (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity or make reference to any commercial/corporate advertising (including but not limited to corporate logos, brand names, charities, slogans, political, or religious statements), or be otherwise objectionable. Without limiting the generality of the foregoing, publicly displayed and publicly accessible Sponsor content, materials, or products are permitted to be displayed in Entries submitted for this Sweepstakes.
- Instagram Entry must not include music protected by a copyright (but including music that you own or have the rights to use is permitted).
- Entry must not include any representation of celebrities, athletes, musicians, or any other third-party (public or private), include any anti- social, political or religious groups, any commercial solicitation or promotional materials or name, address, phone number, or URL address. Entries must not contain advertisements, personal solicitations or commercial solicitations.
- All submitted Entries must be in keeping with Sponsor's image as determined by Sponsor, in its sole discretion, or entry will be disqualified from the Sweepstakes. The Entry must not disparage persons or organizations associated with Sponsor.
- Entries must not reference any of Sponsor's competitors or competitor's products.
- Entry must not have been submitted previously in a giveaway or promotion of any kind or previously exhibited or displayed publicly (i.e., disclosed beyond your immediate circle of friends and family) through any means.

By submitting an Entry, the Entrant understands and grants to the Sponsor an irrevocable, perpetual, non-exclusive worldwide license to use his/her Entry, Photo/Video, name, hometown and likeness on the Sponsor's various websites and social media sites and in advertising and/or promotional activities worldwide without compensation, permission or notification. Sponsor reserves the right in its sole and absolute discretion to alter, change or modify any Entry.

By submitting an Entry, Entrant warrants and represents that: (a) Entry and Photo/Video do not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other legal or moral rights of any person or entity; (b) Entrant has obtained written permission from any person who may appear in the Photo/Video, including permission from the legal guardian of any minor(s); (c) Entrant owns all rights to their Entry including without limitation, copyrights, and has received prior written permission from a third party if any Photo/Video was taken by someone other than the Entrant him/herself; and (d) Entrant will indemnify and hold harmless the Sponsor, Administrator and related entities, agents and assigns from any claims and damages (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach of your representations and warranties herein, the Entry, or Entrant's conduct in creating the Entry, the acceptance or use of any prize or otherwise in connection with this Sweepstakes.

ENTRIES POSTED TO THE SWEEPSTAKES WEBSITE ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER.

## PRIZES/APPROXIMATE RETAIL VALUE ("ARV")/ODDS:

**Grand Prizes:** There are two (2) Grand Prizes available to be won. Each Grand Prize winner will receive one (1) LG StanbyME Go Portable Smart Touch Screen.

The ARV of Each Grand Prize: \$999.

The total ARV of all prizes available to be won: \$1,998.

There is a limit of one (1) prize per person. Odds of winning will depend upon the total number of eligible entries received.

## RANDOM DRAWINGS:

Grand Prize Winners: The winners will be selected in a random drawing on or about **Wednesday**, **December 13**, **2024**, from among all eligible entries received during the Sweepstakes Period by the Sweepstakes Administrator, an independent representative of the Sponsor whose decisions are final.

WINNER NOTIFICATION & VERIFICATION: Potential winners will be notified via email and/or phone, and will be required to sign and return, within seven (7) days of notification, an Affidavit of Eligibility, a Liability Waiver, an IRS W-9 Form and where allowable, a Publicity Release (collectively, "the Releases"). These Releases will require the winners to furnish their Social Security Number for the sole purpose of tax reporting, as required by law. Noncompliance will result in disqualification and an alternate winner may be selected. The prize will be awarded within approximately 45 days after the winner is verified.

If a prize notification or prize is returned as undeliverable, or if winner is found to be ineligible or not in compliance with these Official Rules, that winner will be disqualified, and the prize may be awarded to an alternate winner in a separate random drawing. If Sponsor is unable to determine and verify a potential winner after repeated alternate drawings or if Sponsor fails to receive a sufficient number of entries to correspond to the number of prizes available to be awarded, Sponsor reserves the right to not award such prize(s).

**PRIZE CONDITIONS:** Prizes are not assignable, transferable and may not be substituted except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value at its discretion. Any other incidental expenses on prize not specified herein are the winner's sole responsibility.

Winners are responsible for all federal, state, local and income taxes associated with winning prize. Winners will be required to furnish their Social Security Number for the sole purpose of preparation of tax forms as required by law.

Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, prize won, hometown, likeness, video recordings, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now

or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

**GENERAL:** Although subsequent attempts to enter may be received, only the first complete Entry received from a particular entrant will be eligible; subsequent attempts by the same person to enter, including entries submitted with an alternate email address, will be disqualified.

Participating entrants agree to these Official Rules and the decisions of the Sponsor and the Sweepstakes Administrator, and release the Sponsor, the Sweepstakes Administrator, and their affiliated companies, and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors and agents of each (the "Released Parties"), from all claims and liability relating to their participation in the Sweepstakes, and the acceptance and use/misuse of the prize offered. Participating entrants assume all liability for and Released Parties shall be held harmless against any liability for any injury, losses or damages of any kind to persons, including personal injury or death, or injury to property caused or claimed to be caused in whole or in part, directly or indirectly, by participation in this Sweepstakes, acceptance, possession, or use/misuse of the prize, or any claims based on publicity rights, defamation or invasion of privacy, or merchandise delivery. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize.

In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any entrant or potential winner to provide Sponsor with proof, to Sponsor's satisfaction, that such party is the authorized account holder of the email address associated with the entry. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Released Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, entrant (i) agrees to be bound by these official rules, including all eligibility requirements, and (ii) agrees to be bound by the decisions of Sponsor and the Sweepstakes Administrator, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these official rules may result in disqualification from the Sweepstakes.

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor. If, for any reason, the Sweepstakes cannot be run as planned, Sponsor may disqualify any suspect entries or individuals from the Sweepstakes and any sweepstakes it sponsors and (a) suspend the Sweepstakes and modify the Sweepstakes to address the impairment, then resume the Sweepstakes in a manner

that best conforms to the spirit of these Official Rules; and/or (b) award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS SWEEPSTAKES CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, EPIDEMICS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY. OR ANY OTHER SIMILAR ACT. EVENT. OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR. BY PARTICIPATING IN THIS SWEEPSTAKES, PARTICIPANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE, AS APPLICABLE. FURTHER, SPONSOR SHALL NOT BE RESPONSIBLE FOR ANY CANCELLATIONS, DELAYS, DIVERSIONS, CHANGES IN SERVICE OR ACCOMMODATIONS OR SUBSTITUTIONS, OR FOR ANY ACTS OR OMISSIONS BY ANY THIRD PARTIES BEYOND ITS REASONABLE CONTROL. INCLUDING AIR CARRIER(S) AND OTHER TRANSPORTATION COMPANIES; LODGING, RESTAURANT OR OTHER HOSPITALITY PROVIDERS; ENTERTAINMENT PROVIDERS, VENUES OR ARTISTS; OR OTHER THIRD PARTY PROVIDERS SUPPLYING ANY SERVICES OR COMPONENTS OF THE PRIZE(S) TO WINNERS AND/OR THEIR GUESTS. OR FOR ANY RESULTING INJURIES, INCLUDING MONEY DAMAGES, COSTS AND EXPENSES, PROPERTY DAMAGES, PERSONAL INJURIES OR DEATH RESULTING THEREFROM.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**GOVERNING LAW AND LIMITATION OF LIABILITY:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) 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, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR

RECOVERABLE; (C) 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 NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' 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 YOU.

**DISPUTES:** The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in Bergen County, New Jersey and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Englewood Cliffs, New Jersey. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Bergen County, New Jersey. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

**PRIVACY:** As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver their name, address and other information to third parties, including Sweepstakes Administrator, for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules, including, without limitation, the storing of your personal information for purposes of complying with state record retention requirements. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner's list. Personal information collected from entrants are subject to the Sponsor's Privacy Policy, which can be found at https://privacy.us.lg.com/policies.

WINNERS LIST: For a list of winners, available after January 3, 2024, for a period of thirty (30) days email winners@votigo.com with a subject of "LG Tailgate Time Sweepstakes"

SPONSOR: LG Electronics U.S.A., Inc., 111 Sylvan Ave., Englewood Cliffs, NJ 07632-3302

SWEEPSTAKES ADMINISTRATOR: Votigo, Inc., 1630 30th St. STE A593, Boulder, CO 80301

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