



## OFFICIAL RULES FOR

### 2010 LG National Texting Championship

#### PLAY-AT-HOME TEXT CHALLENGE

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCE OF WINNING. DATA AND MESSAGE RATES APPLY.**

1. **ELIGIBILITY:** Open only to legal residents of the 50 United States and District of Columbia, who are of age 13 or older, and located in the U.S. at the time of entry, excluding residents of Minnesota, New Jersey, Tennessee and Vermont. Employees, contractors, directors and officers of LG Electronics MobileComm U.S.A., Inc. ("Sponsor"), MTV Networks, a division of Viacom International Inc., Viacom International Inc., Fathom Communications, LLC, and Tic Toc Inc., and their parents, subsidiaries and affiliated companies, distributors, and the advertising, fulfillment, judging and promotion agencies involved in the development and administration of the 2010 LG National Texting Championship (collectively, "Promotion Parties"), and their immediate family members (parent, child, sibling and spouse of each) and those living in the same households of each are not eligible. Void in New Jersey, Minnesota, Tennessee, Vermont and where prohibited. These Official Rules pertain only to the Play-At-Home Challenge and are posted at [www.LGTexter.com](http://www.LGTexter.com). **Message and Data rates apply with regard to each text message sent and received in participation in the Play-At-Home Challenge. Participants are responsible for any charges incurred with respect thereto. Sponsor shall have no responsibility for service interruption.**

2. **HOW TO ENTER:** Visit [www.facebook.com/lgtexterus](http://www.facebook.com/lgtexterus) and click the Watch&Win tab on October 12, 2010 beginning at 8:00:00 p.m. Eastern Daylight Time ("EDT") "Event Period" to watch the 2010 LG US National Texting Championship Finals at the Roseland Ballroom in New York, NY. During one (1) randomly selected time during the Event Period, the host of the webcast will inform the audience that the Play-At-Home Challenge is about to begin, and will deliver information on how to enter. A five (0:00:05) second countdown will follow, after which a phrase ("Play-At-Home Phrase") will be displayed along with a short code ("Play-At-Home Code") for approximately sixty (0:00:60) seconds. The message may be displayed at any time during the Event Period. Participants must correctly transcribe the Play-At-Home Phrase verbatim – no abbreviations, no typos – on their mobile phone and send it via text message to the Play-At-Home Code. Data and message rates apply. Check with your wireless service provider for details on these and other applicable charges. Not all wireless carriers participate. All entries must be received during the Event Period to be eligible. By participating you will receive one "Thank You" text message, and will be asked if you want to opt-in to receive additional text messages, which is optional, regarding Sponsor promotions and products. The first Participant whose text message containing the correctly transcribed Play-At-Home Phrase – no abbreviations, no typos – is received at the Play-At-Home Code by Fathom Communications, LLC, will be a

potential Play-At-Home Challenge Entrant winner (“Play-At-Home Challenge Winner”), subject to verification, and will be eligible to win the Play-At-Home Challenge Prize. In the event of a tie, the tied Participants will participate in a second text challenge until one (1) winner is determined. Sponsor's decisions are final and binding in all matters related to this. Sponsor's computer system shall be the sole arbiter of time and receipt of text messages. Proof of text message does not constitute proof of delivery or entry. The potential Play-At-Home Challenge Winner will be notified via phone call and/or text message and is subject to verification.

**LIMIT ON ENTRIES:** Limit one (1) entry per person/mobile phone number for the Play-At-Home Challenge. Sponsor is not responsible for any change in entrant's email, mailing address and/or telephone/mobile number and may disqualify a Participant, if the entrant's email and/or telephone/mobile number does not work or is changed. Participants may not enter using multiple mobile phone numbers nor may entrants use any other device or artifice to register multiple times or under multiple identities. Any Participant who attempts to enter using multiple mobile phone numbers or under multiple identities or uses any device or artifice to play multiple times will be disqualified and forfeits any and all prizes won, in Sponsor's discretion.

**PLAY-AT-HOME CHALLENGE PRIZE DETAILS:**

**PLAY-AT-HOME CHALLENGE ENTRANT GRAND PRIZE (1):** One (1) Play-At-Home Challenge Winner will receive one (1) two thousand five hundred dollar (\$2,500.00) check payable to the winner. Approximate Retail Value (“ARV”):\$2,500.00. All expenses not specified herein are the sole responsibility of the Play-At-Home Challenge Winner.

**PRIZE CONDITIONS:** No cash (for non-cash portion of the prize) or other prize substitution in whole or in part except by Sponsor in its sole discretion. Prizes are not transferable. In the event Sponsor is not able to provide the advertised prize for any reason, Sponsor reserves the right to provide a substitute prize of equal or greater value. Participants understand that phone models may only operate on certain carrier networks, which may or may not be compatible with participant's existing network, if any. Requests for phones compatible with a winner's existing network cannot be accommodated. The ARV of the prize represents Sponsor's good faith determination. That determination is final and binding and cannot be appealed. If the actual value of the prize turns out to be less than the stated ARV, the difference will not be awarded in cash. Applicable federal, state, local and other taxes and fees associated with the prize and any expenses related to the acceptance and use of a prize and not specified in these Official Rules (including costs for telephone set-up, activation and service) are the sole responsibility of the Winner. Winner may receive an IRS 1099 form from Sponsor for any prizes awarded. Prizes won by an eligible entrant who is a minor in his/her state of residence will be awarded to minor's parent or legal guardian who must sign and return all required documents. Unclaimed prizes will not be awarded.

**3 GENERAL CONDITIONS:** By participating, all Participants (and their parent(s)/legal guardian(s), if Participants are minors) agree to these Official Rules, Sponsor's Privacy Policy (available at [www.lgtexter.com](http://www.lgtexter.com) and <http://www.lge.com/us/mobile-phones/publicnotices/privacy-policy-contest.jsp>) and to the Judge's decisions, which are final and binding in all respects. The Play-At-Home Challenge Winner will

be required to complete, sign and return an Affidavit of Eligibility/Liability Release, and, where lawful, a Publicity Release within five (5) days of attempted notification. Winner may be requested to provide Sponsor with proof that the Winner is the authorized account holder of the e-mail address and/or mobile phone number associated with the winning entry. If any correspondence (including e-mail) is returned as non-deliverable, or the required documentation is not completed, signed, and returned within five (5) days of attempted notification, or Winner is disqualified Winner will forfeit their prizes and status as Winner. If winner is not the age of majority in his or her state or residence (19 or older in AL and NE, 18 or older in all other states) winner must have a parent or legal guardian sign and return all required documentation.

**Message and data rates apply with regard to each text message sent and received in participation in the Play-At-Home Challenge. Participants are responsible for any charges incurred with respect thereto, if any.**

**4. PUBLICITY AND RELEASE:** Except where prohibited, by participating in the Play-At-Home Challenge and/or accepting a prize Winner grants (and agrees to confirm this grant in writing, if requested) permission for Sponsor and those acting under its authority to use his/her name, photograph, biographical information, voice, opinions and/or likeness, for advertising and/or publicity purposes in any and all media now known or hereinafter invented without territorial or time limitations and without approval or compensation. By participating in the Play-At-Home Challenge and accepting any prize in connection therewith, Participants (and Participants' parent or legal guardian if the Participant is minor) agree that the Promotion Parties, and all of their respective officers, directors, employees, representatives, affiliates, and agents will have no liability whatsoever for, and shall be held harmless and indemnified by Participant against, any liability for injuries, losses or damages of any kind to persons or property resulting in whole or in part, directly or indirectly, from participation in the Play-At-Home Challenge; from acceptance, possession, misuse or use of any prize; or from participation in any prize-related activity, and for any claims based on intellectual property rights, publicity rights, defamation or invasion of privacy and merchandise delivery. Participants agree to indemnify Sponsor for any unauthorized use or misuse of or modification to the prizes. Participants who do not comply with these Official Rules, or who attempt to interfere with the Play-At-Home Challenge in any way shall be disqualified.

**5. LIMITATIONS OF LIABILITY AND CONDITIONS:** Sponsor, the Promotion Parties, and each of their respective affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, and legal advisors, and each of their respective officers, directors, and employees are not responsible for and shall not be liable for: (i) any condition caused by events beyond the control of the Sponsor that may cause the Play-At-Home Challenge to be disrupted, corrupted or otherwise be conducted as planned; (ii) any printing or typographical errors in any materials associated with the Play-At-Home Challenge; (iii) technical failures of any kind, including but not limited to telephone (including wireless devices and/or handsets), electronic, hardware or software program, network, Internet, traffic congestion, or computer malfunctions, failures, any technical difficulties with the transmission or receipt of text messages, or difficulties of any kind; or (iv) failed, incomplete, garbled, or delayed computer or transmissions; (v) any incorrect or inaccurate information by

Participants, printing errors or by any of the equipment or programming associated with or utilized in any survey conducted in connection with the Play-At-Home Challenge; (vi) unauthorized human intervention; or (vii) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Participant's participation in the Play-At-Home Challenge or receipt or use or misuse of any prize.

Automated entries (including but not limited to entries made using any script, macro, bot, or mobile phone or other service) are not allowed. Should multiple users of the same mobile telephone number enter the Play-At-home Challenge and a dispute thereafter arise regarding the identity of the entrant, the authorized account holder of said mobile phone number at the time of entry will be considered the entrant. "Authorized account holder" is defined as the natural person who is assigned the mobile phone number by the mobile service carrier or other organization which is responsible for assigning mobile phone numbers.

Sponsor Reserves the right to waive any of the eligibility requirements set forth herein as to any participants, but the waiver with respect to any entrant, winner shall not constitute a general waiver to all Participants. Sponsor reserves the right, at its sole discretion, to disqualify any individual who is responsible or who tampers with the entry process or play of the Play-At-Home Challenge in any manner. CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE PLAY-AT-HOME CHALLENGE MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE 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.

By participating, Participants agree that all decisions Sponsor makes with respect to the Play-At-Home Challenge, including but not limited to the interpretation of these rules, shall be made in Sponsor's sole discretion and that Sponsor's decisions are final and non-appealable. If a technical difficulty, mechanical failure, human error or other possible irregularity affecting occurs during any of the Play-At-Home Challenge, the Sponsor's representative will review the situation on a case-by-case basis and take appropriate action to preserve the fairness and the integrity of the Play-At-Home Challenge. Sponsor reserves the right, at its sole discretion, to modify, cancel, postpone, delay, suspend or terminate the Play-At-Home Challenge in whole or in part in the event that the Play-At-Home Challenge is not capable of running as planned by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes, including any of the technical or other disabling causes or other causes that, in the sole discretion of the Sponsor, impair, corrupt or interrupt the administration, fairness, security or integrity or proper play of the Play-At-Home Challenge, including without limitation, hurricane, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, war, terrorist threat or activity or insurrection. In such event, Sponsor may, in its sole discretion: (a) postpone and/or reschedule and/or modify the Play-At-Home Challenge, or (b) cancel the Play-At-Home Challenge in its entirety.

**6. DISPUTES:** Except where prohibited, Participant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with the Play-At-Home Challenge or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in San Diego County, California; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Play-At-Home Challenge, but in no event attorneys' fees; and (3) under no circumstances will Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Play-At-Home Challenge, shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

**7. RULES REQUESTS:** Full official rules will be available for on-line viewing at [www.lgtexter.com](http://www.lgtexter.com), from on or around October 6, 2010.

**8. WINNER LIST REQUESTS:** For a winner list, mail a self-addressed, stamped envelope to: Play-At-Home Challenge Winner List Request, Fathom Communications, 437 Madison Ave, 20<sup>th</sup> Floor, New York, NY 10028. Requests must be received by October 30, 2010.

**9. SPONSOR:** LG Electronics MobileComm U.S.A., Inc., 10101 Old Grove Road, San Diego, CA 92131.