

LG Fame Us Contest and Sweepstakes Official Rules

OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES (EXCLUDING MAINE) AND DISTRICT OF COLUMBIA WHO ARE AGE 14 OR OLDER AND LOCATED IN THE U.S. AT THE TIME OF ENTRY NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: LG Fame Us Contest and Sweepstakes (the "Promotion") is open only to legal residents of the fifty (50) United States (excluding Maine) and the District of Columbia who are at least fourteen (14) years old at the time of entry and who did not purchase any equipment for purposes of entering the Promotion. Employees of LG Electronics MobileComm USA, Inc., BrandBuzz, a division of Young & Rubicam, Inc., LG One, formerly known as Ogilvy PR, MindShare, VML, Inc., Young & Rubicam, ePrize, LLC, 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 Promotion or production or distribution of Promotion materials, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Promotion is subject to all applicable federal, state, and local laws and regulations. Void in Maine and where prohibited. The Promotion consists of a sweepstakes (the "Sweepstakes") and a contest (the "Contest").

2. Sponsor: LG Electronics MobileComm USA, Inc., 10101 Old Grove Road, San Diego, CA 92131. **Administrator:** ePrize, LLC, One ePrize Drive, Pleasant Ridge, MI 48069.

3. Agreement to Official Rules: By participating in the Promotion, 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 Promotion. Whether an entrant receives a prize is contingent upon fulfilling all requirements set forth herein.

4. Timing: The Promotion begins on August 25, 2009 at 12:00 a.m. Eastern Time ("ET") and ends on October 5, 2009 at 11:59 p.m. ET (the "Promotion Period"). The Sweepstakes consists of forty-two (42) daily entry periods (each a "Daily Entry Period") beginning at 12:00 a.m. ET and ending at 11:59 p.m. ET each day. VML, Inc.'s computer is the official time-keeping device for the Promotion.

Entrants may opt in to receive additional information on Sponsor's products.

5. How to Enter:

a. The Contest: During the Promotion Period, visit <http://www.lgfameus.com> and complete and submit the registration form, including the title of your video (theme of video to be submitted is described below), and a valid home address. P.O. Boxes are not permitted. Then, follow the links and instructions to upload and submit your video depicting your interpretation of the Fame theme song (the "Submission") to enter the Contest. Note regarding minors: If you are a minor in your state of residence, you must provide proof of permission from a parent or legal guardian to participate before you upload your Submission. Failure to provide required

permission/release will void entrant's Submission(s), and entrant will be disqualified. By completing the registration and submitting your Submission, you agree that it conforms to the Video Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor, in its sole discretion, may remove your Submission and disqualify you from the Contest if it believes, in its sole discretion, that your Submission fails to conform to the Video Guidelines and Content Restrictions set forth below. **BY UPLOADING A SUBMISSION, ENTRANT EXPRESSLY CONSENTS TO THE POSTING OF THE VIDEO ON THE WEBSITE FOR PUBLIC VIEWING.**

Video Guidelines:

- The Submission must include the Fame theme song, available here: www.LGFameUS.com. Do not obtain the Fame theme song from any other location;
- The Submission must be in MPEG, mpg2, mp4, m4v, avi, mov, or flv format;
- The Submission must be between thirty (30) seconds and three (3) minutes in length;
- The Submission must not exceed 100MB in size;
- The Submission must contain a title thirty (30) characters or fewer; and
- The Submission cannot have been submitted previously in a promotion of any kind or exhibited or displayed publicly through any means.

Content Restrictions:

- The Submission must be submitted by its creator and must not have been copied in whole or in part from any other work;
- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement or portrayal in a false light,;
- The Submission must not disparage Sponsor, Administrator or any other person or party affiliated with the promotion and administration of this Contest;
- The Submission must not contain brand names or trademarks, except for those of Sponsor and of the movie Fame, for which entrant has a limited license to use for the sole purpose of creating and uploading a Submission into this Contest;
- The Submission must not contain footage, images, music (except as permitted above) or artwork not created by entrant;
- The Submission must not contain images or artwork not created by entrant;
- The Submission must not contain material that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and

- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where the Submission is created.

For all Submissions: Entrant must have permission from all individuals that appear in the Submission (if any) to use their name and likeness in the Submission and to grant the rights set forth herein. If requested by Sponsor, entrant must be able to provide such permissions in a form acceptable to Sponsor. Uploading a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, alter, publish, create derivative works from, display and use in distorted, illusory or composite form such submissions and/or use entrant's name in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes and entrants shall have no right of notice, review or approval of any such use of the Submission and/or entrant's name. Also by uploading a Submission, entrant warrants and represents that entrant has received all rights, releases and permissions which may be necessary from anyone involved in the production of the Submission to grant this license for the use of the Submission as stated. If necessary, entrant (parent or legal guardian if entrant is a minor in his or her state of residence) will sign any necessary documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission. Sponsor is not responsible for lost, late, incomplete, invalid, un-intelligible or misdirected Submissions, which are disqualified. Limit: Each entrant may submit up to five (5) Submissions into the Contest during the Promotion Period. Any attempt by an eligible entrant to submit more than five (5) Submissions during the Promotion Period by using multiple/different e-mail addresses, identities, or any other methods will void that entrant's entries and that entrant will be disqualified. All Submissions become the exclusive property of Sponsor, and will not be acknowledged or returned.

b. The Sweepstakes: During the Promotion Period, visit www.lgfameus.com and complete and submit the registration form, including a valid home address. P.O. Boxes are not permitted. Then, follow the links and instructions to vote for your favorite Submission(s) up to three (3) votes per person per day. You may cast all three (3) votes for the same Submission or one (1) vote each for up to three (3) different Submissions. You will receive one (1) entry into both the applicable Daily Entry Period drawing and the Sweepstakes Grand Prize drawing (collectively, the "Sweepstakes") per vote, up to three (3) entries per person per day. Voting is for fun and will not determine the outcome of the Contest. Limit: Each entrant may receive up to three (3) entries into the applicable Daily Entry Period drawing and Sweepstakes Grand Prize drawing per day during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries/votes by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries/votes and that entrant may be disqualified. Use of any automated program to enter will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which

will be disqualified. In the event of a dispute as to any online entry, the authorized account holder of the email address used to enter will be deemed to be the entrant. Potential winners may be required to show proof of being the authorized account holder. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address.

6. Winner Determination: Winners will be determined via the processes set forth below.

a. Contest: At the end of the Promotion Period, qualified judges determined by Sponsor in its sole discretion will judge all eligible entries based on the following criteria ("Judging Criteria"):

- **Originality (33%)**
- **Quality of Submission (33%); and**
- **Adherence to the Theme of Fame (34%)**

There will be one (1) Contest winner. The entrant with the highest score will be the winner. In the event of a tie, the entrant whose Submission received the highest score in the Adherence to the Theme of Fame category will be deemed the winner of the tie. If necessary, the scores for Originality will be compared, followed by the scores for Quality of Submission. In the event there is still a tie, the tied Submissions will be re-judged by the Sponsor based on the above criteria and the winner with the highest score will be the winner. The potential Contest winner will be notified by email, mail or phone on or around October 12, 2009. Sponsor's decisions as to the administration and operation of the Contest and selection of potential Contest winner are final and binding in all matters related to the Contest. Contest winner will not be determined by the public votes.

b. Sweepstakes: Sponsor's and Administrator's decisions as to the administration and operation of the Sweepstakes and selection of potential Sweepstakes winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the Daily Entry Period winners from all eligible entries on or around one day after each Daily Entry Period. Odds of winning a Daily Prize depend on the number of eligible entries received during the applicable Daily Entry Period. Administrator will randomly select the potential Grand Prize winner from all eligible entries received throughout the Promotion Period on or around October 12, 2009. Odds of winning the Grand Prize depend on the number of eligible entries received during the Promotion Period. Administrator will notify each potential winner by email, mail or phone. Entries will not carry over into subsequent Daily Entry Periods.

7. Winner Requirements: All potential winners must comply with all terms and conditions of these Official Rules. Winning is contingent upon fulfilling all requirements. The potential Contest Grand Prize and Sweepstakes Grand Prize winners (parent or legal guardian if a winner is a minor in his/her state of residence) will be required to execute and return to Administrator, within ten (10) days of the date notice or attempted notice is sent, an Affidavit of Eligibility, Liability & Publicity Release ("Affidavit") in order to claim his/her prize. If a potential winner cannot be

contacted, fails to execute and return the Affidavit within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits the prize. In the event that a potential Contest Grand Prize winner is disqualified for any reason, an alternate winner will be determined based on the Judging Criteria. If after three (3) attempts a Contest Grand Prize winner is not confirmed, the prize will remain un-awarded. 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. Only three (3) alternate drawings will be held, after which the applicable prize will remain un-awarded. Acceptance of any prize shall constitute and signify winner's agreement and consent that Sponsor may provide third parties with the winner's list, use the winner's name, city, state, likeness, Submission and/or prize information in connection with the Promotion, 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. Prizes will be fulfilled 8 - 10 weeks after the conclusion of the Promotion.

8. Prizes:

a. Contest: ONE (1) CONTEST GRAND PRIZE: \$50,000.

b. Sweepstakes: ONE (1) SWEEPSTAKES GRAND-PRIZE: One (1) entrant will win an LG Home Theater Package including an LG LHB977 Home Theater System and a 55" Full HD 1080i LED Backlighting 240Hz LCD TV. Approximate Retail Value ("ARV"): \$3,950. FORTY-TWO (42) SWEEPSTAKES DAILY PRIZES: Forty-two (42) entrants will win one (1) of the following LG phones (entrant's choice): LG Lotus (LX600, \$299.99 – Sprint), LG enV3 (\$299.99 - Verizon), or LG Neon (\$229.99 – Verizon). ARV of Lotus or enV3: \$299.99. ARV of Neon: \$229.99. Odds of winning a prize depend on the number of eligible entries received during the applicable Entry Period. **TOTAL ARV FOR ALL SWEEPSTAKES PRIZES: \$16,549.58.** Limit: One (1) Sweepstakes Daily Prize per person.

For all prizes: The ARV of electronic 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. If the actual value of the prize turns out to be less than the stated ARV, the difference will not be awarded in cash. 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 or prize component for one of equal or greater value should it become unavailable for any

reason. Entrants understand that phone models may only operate on certain carrier networks, which may or may not be compatible with entrant's existing network, if any. Requests for phones compatible with a potential winner's existing network cannot be accommodated. Winners are responsible for all initial set up of the prize and all costs associated therewith including all operating, usage and activation charges that may be required to set-up and/or use the prize. Winners are responsible for all federal, state, local, and any other taxes and expenses and fees associated with prize receipt and/or use.

9. Release: By participating and/or receipt of any prize, entrants or their parents/legal guardians (if under the age of majority) agree to (a) these Official Rules and the decisions of the Sponsor, Administrator and their agents which shall be final; (b) release and hold harmless Sponsor, BrandBuzz, a division of Young & Rubicam, Inc., LG One, formerly known as Ogilvy PR, MindShare, VML, Inc., Young & Rubicam, Inc., Administrator, and their respective 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 any and all liability for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with preparation for or participation in Promotion, or possession, acceptance and/or receipt or use or misuse of any prize and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery.

10. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion, 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 Promotion, 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 Promotion or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A 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.

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 Promotion; (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 Promotion; (4) technical or human error which may occur in the administration of the Promotion 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 Promotion 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 Promotion. 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. Disputes: Except where prohibited, entrant or his or her parent/legal guardian (if under the age of majority) agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant 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 Promotion, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

13. Entrant's Personal Information: Information collected from entrant is subject to Sponsor's Privacy Policy <http://www.lgmobilephones.com/privacy.aspx>.

14. Winner List: Winner List requests will only be accepted after the promotion end date (listed above) and no later than February 12, 2010. For the Winner List, send an email with subject line: "LG Fame Us Contest and Sweepstakes, Winner List Request," to WinListRequests@eprizefulfillment.com.

LG Fame Us Contest and Sweepstakes Abbreviated Rules

1. ABBREVIATED RULES for Radio (and TV)

NO PURCHASE NECESSARY. LEGAL RESIDENTS OF THE 50 UNITED STATES (D.C.) (EXCLUDING MAINE), 14 AND OLDER WHO DID NOT PURCHASE ANY EQUIPMENT FOR PURPOSES OF ENTERING THE PROMOTION. VOID IN MAINE AND WHERE PROHIBITED. Promotion ends 10/5/09. For Official Rules and complete details, visit <http://www.lgfameus.com>. Sponsor: LG Electronics MobileComm USA, Inc.

2. Abbreviated rules for online Ads – Banner

NO PURCHASE NECESSARY. Promotion ends 10/5/09. To enter and for Official Rules, visit <http://www.lgfameus.com>.

3. Abbreviated Rules for online Ads – Not a Banner

NO PURCHASE NECESSARY. Legal residents of the 50 United States (D.C.) (excluding ME), 14 years or older who did not purchase any equipment for purposes of entering the Promotion. Promotion ends 10/5/09. To enter and for Official Rules, including prize descriptions, visit <http://www.lgfameus.com>. Void in Maine and where prohibited.