# LG WONDERBOX SHOWCASE 2023 OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID OUTSIDE THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA AND WHERE PROHIBITED BY LAW.

ARBITRATION NOTICE: THESE OFFICIAL RULES INCLUDE AN ARBITRATION REQUIREMENT AND CLASS ACTION WAIVER, WHICH, WITH SOME LIMITED EXCEPTIONS, REQUIRES YOU TO ARBITRATE ANY CLAIMS YOU MAY HAVE AGAINST US RELATED TO THIS CONTEST ON AN INDIVIDUAL BASIS. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE CAPACITY. PLEASE CAREFULLY REVIEW THE SECTION "GOVERNING LAW & DISPUTE RESOLUTION" BELOW.

# **SPONSOR**

The LG Wonderbox Showcase 2023 ("Contest") is sponsored by LG Electronics U.S.A., Inc., 111 Sylvan Ave., North Building, Englewood Cliffs, NJ 07632 ("Sponsor").

# **ELIGIBILITY**

The Contest is open only to individuals and teams of individuals who are (i) legal residents of the 50 United States (including the District of Columbia) (ii) who are 18 years of age or have reached the age of majority in their jurisdiction of residence (whichever is greater) and (iii) who have less than one (1) year of professional experience as a visual artist (each individual and each individual member of a team is referred to as a "Participant" in these official rules). (iv) who is currently a full time college student for an accredited college/university located in the United States. You are not eligible if you have worked as a professional visual artist for more than one (1) year, provided, however, that paid internships do not disqualify an otherwise eligible participant based on the professional experience limitation. The intent and spirit of this rule is to ensure you have not gained unfair advantage over other competitors. Please contact Sponsor if you require further clarification.

If you are entering as a team, each Participant must meet the eligibility requirements. The maximum number of Participants in a team is five (5).

Special Note to Participants who are entering as part of a team: If a Participant enters as part of a team, the Participant understands and agrees that, in order for his/her team to be eligible to participate, all of the members of the team must accept these Official Rules. Furthermore, a Participant that is part of a team understands and agrees that if his/her team is selected to receive a prize, the team is responsible for ensuring any prize components and funds are appropriately distributed to each member of the team and each member of the team must agree upon the bank account to which the prize money is wired or the person to whom the check is made payable to. In addition, once a team has registered, the team may not add, remove, or substitute member or otherwise change the composition of the team for the duration of the Contest. Finally, the eligibility of the Participant is tied to the team's eligibility; if one member of the team does not comply with these Official Rules or is disqualified, the team as a whole will be disqualified.

Employees, officers and directors of Sponsor, its parent companies, subsidiaries, affiliates, partners, advertising agencies, promotional suppliers, and the immediate family members (spouses and parents, children and siblings and their spouses, regardless of where they live) or members of the same households (whether related or not) of any such individuals are not eligible to enter or win.

Subject to all applicable federal, state, and local laws and regulations. Void where prohibited or restricted by law.

## AGREEMENT TO OFFICIAL RULES

Participation constitutes Participant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of Sponsor, which are final and binding in all matters related to the Contest. Winning is contingent upon fulfilling all requirements set forth herein. A Participant may be disqualified in Sponsor's sole discretion if the Participant fails to comply with any of the terms of these Official Rules. By participating in the Contest, you are representing and warranting that you have read and understood, and agree to be bound by, these Official Rules, which constitute the entire agreement between the you and Sponsor in relation to the Contest. These Official Rules govern your participation and supersede any prior or other agreements between you and Sponsor and relating to the Contest.

#### **CONTEST PERIOD**

The Contest begins at 12:00 AM Eastern Time ("ET") on October 16, 2023 and ends at 11:59 PM ET on November 20, 2023 ("Contest Period"). Sponsor's computer or that of its designee shall serve as the official time keeping device for the Contest.

## **HOW TO ENTER/ENTRY REQUIREMENTS**

The Contest invites eligible Participants to create and submit anamorphic art that reflects what Sponsor's brand identity means to you. The details are provided below.

To enter, during the Contest Period you must:

- 1. Download Entry Materials. Visit [www.lg.com/us/wonderbox] to download the tech spec file, which will include [technical information about the content] ("Source Materials"). The Source Materials must be used as the basis for your entry. You will be prompted to read and agree to these rules prior to downloading any Source Materials.
- 2. Create Your Entry. An entry consists of two components, as set forth below. NOTE: All teams will need to submit an additional document with their entry that contains the team name, the full names and contact information for all the team members, the individual team member that will be contacted by Sponsor in the event of selection as a potential winner and who will receive the prize from Sponsor. Sponsor is not responsible for any division or distribution of the prize among or between team members. Instead, distribution or division of any prize among individual team members is the sole responsibility of the participating team. Sponsor will award the prize to the one (1) member of the team who is identified by each member of the team to receive the prize as part of the entry process. That person is then responsible for dividing and distributing the prize to all members of the team.
  - a. **Artwork.** Using the Source Materials as a starting point, create a piece of anamorphic art (the "Artwork") that reflects what Sponsor's "smiling" LG Logo (the "Logo") and tagline "Life's Good" (the "Tagline") mean to you. The Artwork must comply with the following technical requirements:
    - Length Must be minimum thirty (30) seconds and maximum sixty (60) seconds in length.
    - Format Must be submitted in mp4 video 1920 x 1080 HD format.
    - **Title** File must be titled using the following template: "Name\_School\_Title of Artwork\_mp4" (If the entry is done by a team, only one person per team needs to submit the entry).

- Language Any written or verbal aspects of the Artwork must be in English.
- b. **Video**. Create a video introducing yourself and if applicable, your team members, and providing an explanation of your Artwork (the "Video"), including how your Artwork reflects what the Logo and the Tagline mean to you. The Video must comply with the following technical requirements:
  - Length Must be minimum sixty (60) seconds and maximum five (5) minutes in length.
  - Format Must be submitted in video file format.
  - **Title** File must be titled using the following template: [Team Name School Name Title of Content].
  - Language Any written or verbal aspects of the Video must be in English.

All references in these Official Rules to an "entry" encompass both the Artwork and Video components of the entry.

3. **Submit Your Entry**. Submit your entry, by [platform link provided by LGEUS].

LIMIT: ONE (1) ENTRY PER PARTICIPANT. Entries generated by script, macro, or other automated means are void. Entries will be reviewed for compliance with the entry requirements set forth herein (including the "Additional Entry Requirements" below). Sponsor reserves the right to disqualify any entry at any time in the event it is determined, in Sponsor's sole discretion, that the entry is not appropriate, or that the Participant has not complied with these Official Rules. Late entries will not be accepted.

# ADDITIONAL ENTRY REQUIREMENTS

Participants must not engage in any violent, dangerous, or illegal behaviour in creating an entry. Entries must not contain content that is inappropriate, offensive, libellous or defamatory, pornographic, sexually explicit, unlawful, harassing, abusive, threatening, harmful, vulgar, profane, obscene, violent, racially, ethnically, or otherwise objectionable, or offensive in any way. Entries must not defame, misrepresent or contain disparaging remarks about Sponsor or its products, or other people, products or companies. Entries must not invade or infringe the privacy or publicity rights of any person, living or deceased, or otherwise infringe upon a person's personal or proprietary rights, including trademark rights and copyrights. Entries must not contain the name, image or likeness ("likeness") of any third party. Entries may not contain any intellectual property owned by third parties where Participants have not obtained the proper license or permission (e.g., music or characters). Entries may not contain commercial/corporate advertising, including but not limited to corporate logos, brand names and slogans, other than those relating to Sponsor that are included in the Source Materials. All determinations regarding your compliance with the entry requirements for the Contest will be made by Sponsor in its sole discretion.

#### **INTELLECTUAL PROPERTY & USE OF ENTRIES**

1. Warranty. By entering the Contest, Participants represent and warrant that their entries are their own original work and, as such, they are the sole and exclusive owner and rights holder of the submitted entry and that they have the right to submit the entry in the Contest and grant all required licenses and assignments. Each Participants agrees not to submit any entry that infringes any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity, and confidentiality obligations. Participants also represent and warrant that they have not previously submitted their entry as an entry in another contest, promotion, competition, or similar activity and that no part of

the entry was completed on a professional basis, whether in connection with a paid position (intern of fulltime) at a studio or as part of freelance paid work. Once submitted, an entry may not be changed, altered, modified or deleted. Each Participantrepresents and warrants that all factual information and details submitted in connection with an entry (e.g., personal details or descriptions regarding the creation of the Artwork) are true and accurate.

- 2. License and Entry Use Restrictions. Subject to the "Assignment" paragraph below applicable to winners, each Participant shall retain ownership of all intellectual property rights in its entry (including moral rights). However, by entering the Contest, and to the extent allowed by law, each Participant grants Sponsor and its affiliates, licensees, promotional partners, developers and third party marketing entities a non-exclusive, perpetual, worldwide, sub-licensable, royalty-free, transferable license to edit, modify, cut, rearrange, add to, delete from, copy, reproduce, adapt, publish, exploit and use the entry throughout the world, and in any manner, for trade, advertising, promotional, commercial, or any other purposes without further review, notice, approval, consideration, or compensation. Further, by entering, each Participantagrees that, outside of the Contest, Participantwill only use the entry (if at all) for personal, non-commercial purposes. For avoidance of doubt, and without limiting the foregoing, Participants agree not to sell or otherwise commercial exploit the entry or permit others to do so.
- 3. Assignment. Each Participantselected as a potential winner will be required to execute additional documentation transferring all intellectual property rights in his/her entry to Sponsor in exchange for receiving a prize. The effect of this assignment will be that Sponsor, and not the Participant, shall be the sole and exclusive owner of the entry, free and clear of any encumbrances, and that the entry shall be treated as a "work made for hire" for Sponsor, as that phrase is defined in The Copyright Act of 1976, 17 U.S.C. § 101 et. seq. By assigning the entry, Participantwill have no claim to any further review, notice, approval, consideration, or compensation with respect to the entry and the use thereof by Sponsor or its licensees, and Participant shall have no right to use the entry absent Sponsor's permission or as otherwise authorized by law. In the event that the work is not viewed as a work made for hire under applicable law, the potential winner will be agreeing to an exclusive assignment of all rights in the entry to Sponsor. Agreeing to and executing such documentation will be a condition precedent to receiving a prize. If any Participantselected as a potential winner is not willing to assign its entry to Sponsor in the manner described above, such Participantwill forfeit any claim to a prize and Sponsor may select an alternate potential winner, in its sole discretion. Participants entering as a team will be required to have each member of the team execute an assignment. Should any individual member of a team fail or decline to sign the required assignment, all members of the team will forfeit any claim to a prize and Sponsor may select an alternate potential winner, in its sole discretion.
- 4. **Source Materials**. Sponsor grants eligible Participants a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Source Materials solely for the purpose of participating in this Contest in accordance with the terms and conditions of these Official Rules. Participants may not use the Source Materials, the Logo, or the Tagline for any purpose other than to participate in this Contest, nor may Participant otherwise use any intellectual property of Sponsor in any way, unless expressly authorized by Sponsor in writing or otherwise authorized by law. Any violation of these Official Rules by Participant immediately terminates the license granted in this section.

Participants can only enter work that has been created by the Participants and that you have the right or authority to enter and publish.

## **JUDGING**

On or about November 20-21, 2023, entries will be judged by a panel of three (3) judges consisting of art professionals. The panel will select three (3) potential winners from among all eligible entries based on the highest score. Entries will be judged and scored on the basis of the following criteria: (i) overall presentation (20%), (ii) technical skills (20%), (iii) creative skills (20%), (iv) industry skills (20%), and (v) variety of content (20%). In the event of a tie, the potential winner(s) will be determined by the overall highest score. The judges' decisions are final and binding.

Notwithstanding any other provision of these Official Rules, if at any time during the Contest Period, the judging rounds or at any time thereafter, the Sponsor determines that not enough or no eligible Participants exist from which to determine the winners, then Sponsor may in its sole and exclusive discretion determine that not enough or no eligible contestants exist, and then may either suspend or terminate the Contest or modify it (or any parts thereof) in any equitable manner that Sponsor deems appropriate in its sole and exclusive discretion, including, without limitation, by not awarding any one or more of the prizes set forth in these Official Rules.

## **PRIZES**

The three (3) potential winners selected are eligible for the following prizes:

- 1. **First Place Winner**: Potential winners that entered the Contest as a team will receive one cash prize of \$25,000 to be divided among the entire team, and each team member will receive: one (1) 27-inch LG Monitor (approximate retail value ("ARV"): \$1,299) ("LG Monitor"), one LG XBOOM Bluetooth Speaker (ARV: \$179) ("LG XBOOM Speaker"), and one LG Tone Free Ear Buds (ARV: \$199) ("LG Tone Free"). If the potential winner is an individual, the potential winner will get the \$25,000 cash prize and one LG Monitor, one LG XBOOM Speaker, and one LG Tone Free. Total ARV of prize: \$26,677 \$33,385 depending upon the number of team members.
- 2. **Second Place Winner:** Potential winners that entered the Contest as a team will receive one cash prize of \$10,000 to be divided among the entire team, and each team member will receive: one LG Monitor, one LG XBOOM Speaker, and one LG Tone Free. If the potential winner is an individual, the potential winner will get the \$10,000 cash prize, one LG Monitor, one LG XBOOM Speaker, and one LG Ear Buds. Total ARV of prize: \$11,677 \$18,385 depending upon the number of team members.
- 3. Third Place Winner: Potential winners that entered the Contest as a team will receive one cash prize of \$5,000 to be divided among the entire team, and each team member will receive: one LG Monitor, one LG XBOOM Speaker, and one LG Tone Free. If the potential winner is an individual, the potential winner will get the \$5,000 cash prize, one LG Monitor, one LG XBOOM Speaker, and one LG Ear Buds. Total ARV of prize: \$6,677 \$13,385 depending upon the number of team members.

Odds of winning depend on number of entries received during the Contest Period and the skill of Participants. No transfer, substitution or cash equivalent for prize is allowed, except that Sponsor reserves the right to substitute a prize, in whole or in part, of equal or greater monetary value if the prize or any portion of the prize cannot be awarded, in whole or in part, for any reason. All taxes on prize and all expenses not specified are the sole responsibility of the winner. Any specifics of the prize not detailed in these Official Rules shall be solely determined by Sponsor. Prizes are awarded "as is"

with no warranty or guarantee, either express or implied by Sponsor. Prizes may be subject to additional terms and conditions; winners should review product packaging for details. If the winner is a group, the cash prize amount will be divided equally among group members.

#### WINNER NOTIFICATION

Potential winners will be notified via email at the address used to enter on or about December 6, 2023 at the reveal event. For Participants that entered as a team, Sponsor will contact the designated team member who was identified on the entry form. To claim the prize, potential winner will be required to respond to Sponsor's notification within seven (7) days after transmission of the aforementioned message and provide his/her full name, email address, physical mailing address, date of birth, and phone number. Subsequently, the potential winner will receive additional prize claim instructions by mail and/or email and may be required to complete, sign, have notarized, and return additional documentation, including an Affidavit of Eligibility/Liability Release, an assignment of all rights in the entry to Sponsor, and an IRS Form W-9. All requested documents must be returned to Sponsor within the time period specified at the time of prize notification.

At the sole discretion of Sponsor, disqualification, prize forfeiture and the selection of an alternate winner may result from any of the following: [a] a potential winner's failure to respond to an initial notification within five (5) business days after its transmission; [b] the failure of notification due to deactivation of the potential winner's email account prior to receipt of notification; [c] potential winner's failure to provide Sponsor with satisfactory proof of age, identity, and residency; [d] potential winner's failure to complete and return required documents by the date specified in winner's notification; and [e] any other non-compliance with these Official Rules.

## **PUBLICITY**

Except where prohibited by law, participation in this Contest and/or acceptance of any prize shall constitute and signify each winner's agreement and consent that Sponsor and its designees may use the winner's name, city, state, likeness, photo, Entry, and/or prize information, in connection with the Contest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

# RELEASE/LIMITATION OF LIABILITY

By participating in the Contest and/or accepting any prize, Participants agree to release and hold harmless Sponsor, and its parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/Contest agencies, and prize suppliers, and each of their respective parent companies and subsidiaries and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim, liability, damages, 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 Contest or the receipt, use, or misuse of any prize. Without limiting the foregoing release, by participating in the Contest, Participants agree and acknowledge that the Released Parties are not responsible or liable for: (1) any incorrect or inaccurate information, whether caused by Sponsor, printing, typographical or other errors, or by any of the equipment or programming associated with or utilized in the Contest; (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 Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the announcement of the prizes, or any Contest-related materials; (5) late, lost, undeliverable, damaged or stolen entries; or (6) any loss, injury, or damage of any kind (including to persons or

property) which may be caused, directly or indirectly, in whole or in part, from participation in the Contest or the receipt, use or misuse of any prize (including any travel/activity related thereto). WITHOUT LIMITING THE FOREGOING, AND EXCEPT WHERE PROHIBITED BY LAW, EVERYTHING REGARDING THIS CONTEST, INCLUDING THE PRIZES, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

## **INDEMNIFICATION**

To the maximum extent permitted by law, each Participant agrees to defend, indemnify and hold harmless Sponsor from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of or accruing from (i) any entry or other material submitted by the Participant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property or proprietary right of any person; (ii) any misrepresentation made by Participant or the breach of any representation or warranty made by Participant in connection with the Contest; or (iii) any non-compliance by the Participant with these Official Rules or any other rules or guidelines provided by Sponsor in connection with the Contest.

#### **GENERAL CONDITIONS**

Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, in any manner and for any reason, including, without limitation, if any fraud, technical failures or any other factor beyond Sponsor's control (including, without limitation, disease, epidemic, or pandemic, including the ongoing COVID-19 pandemic and any related issues, concerns, or developments) impairs the integrity or proper functioning of the Contest or otherwise prevents the Contest from running as planned, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, select one or more winners from all non-suspect entries received prior to such event (though Sponsor will have no obligation to select any winners or award any prizes) or otherwise modify the Contest in any manner Sponsor deems equitable.

Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the operation of the Contest or to be acting (or to have acted) in violation of the Official Rules of this or any other Contest or in an unsportsmanlike or disruptive manner and void all associated entries. ANY ATTEMPT BY ANY PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) 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. Proof of sending any communication to Sponsor shall not be deemed proof of receipt of that communication. Sponsor may disqualify any Participant who has engaged in conduct intended to annoy, abuse, threaten or harass any other Participant, Sponsor, or Sponsor's representatives, or who otherwise engages in conduct that Sponsor deems to be objectionable or against the spirit of the Contest, all as determined by Sponsor in its sole discretion. All interpretations of these Official Rules and decisions by Sponsor are final and binding in all matters related to the Contest.

# **GOVERNING LAW & DISPUTE RESOLUTION**

The Contest is governed by the laws of New York, without regard to the conflicts of law provisions. All disputes, claims or demands that relate to these Official Rules will first be brought to the attention of the other party and will be resolved individually, without resort to any form of class action. The receiving party shall have sixty (60) days from the date of such notice to remedy the described breach

or violation and notify the complaining party in writing of the resolution. If the dispute, claim or demand is not resolved to the satisfaction of the complainant within 60 days, the complainant may request an informal resolution conference (mediation), which, if agreed to by the other party, will be scheduled to occur within 21 days of the written response. Each party shall have the right to be represented at such a conference by counsel. Such conference will be in front of a third party mediator chosen by the parties.

IF ANY DISPUTE CANNOT BE RESOLVED BY THE ABOVE DISPUTE RESOLUTION PROCEDURE, YOU AGREE THAT SUCH DISPUTE WILL BE DECIDED BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT TO HAVE A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, COLLECTIVE, OR REPRESENTATIVE CAPACITY. Other rights that you and we would otherwise have in court will not be available or will be more limited in arbitration, including discovery and appeal rights. All such disputes between the parties, of whatsoever kind or nature arising out of these Official Rules or otherwise related to the Contest, shall be submitted to JAMS (<a href="https://www.jamsadr.com/">https://www.jamsadr.com/</a>) for binding individual arbitration under its applicable rules then in effect, before one arbitrator to be mutually agreed upon by both parties.

Notwithstanding the foregoing, in lieu of arbitration either you or Sponsor may (1) bring an individual claim in small claims court in the United States consistent with any applicable jurisdictional and monetary limits that may apply and (2) file an individual claim in court to enjoin the infringement or other misuse of its intellectual property rights, provided that any such claim is brought and maintained on an individual basis.

#### PERSONAL INFORMATION

Information collected from Participant is subject to Sponsor's Privacy Policy, available at <a href="https://www.lg.com/us/privacy">https://www.lg.com/us/privacy</a>.

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