

LG Design the Future Competition Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. THE CONTEST IS OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND DISTRICT OF COLUMBIA AT LEAST 18 YEARS OF AGE OR AGE OF MAJORITY IN STATE OF RESIDENCE, WHICHEVER IS OLDER AT TIME OF ENTRY.

1. Eligibility: LG Design the Future Competition (the “Contest”) is open only to legal residents of the fifty (50) United States (including District of Columbia) age 18 and older or of the age of majority in their state of residence, whichever is older at time of entry. Employees, officers, and directors of LG Electronics MobileComm U.S.A., Inc. (“Sponsor”), crowdSPRING, LLC, Marvel Entertainment, LLC, Iron Works Productions II LLC, Wacom and Autodesk Inc., and each of their respective parent companies, subsidiaries, corporate affiliates, suppliers, and the advertising and promotion agencies involved with the Contest, and the immediate family members and members of the same household of such individuals are not eligible. "Immediate family" means spouse, parent, child, sibling and the respective spouses of such parent, child and sibling, regardless of where they reside. The Contest is subject to all applicable federal, state and local laws and regulations. Void where prohibited. Participation in the Contest constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: LG Electronics MobileComm U.S.A., Inc., 10101 Old Grove Road, San Diego, CA 92131.

3. Timing: The Contest submission phase starts on March 15, 2010, at 12 a.m. Pacific Standard Time (“PST”) and ends on April 26, 2010, at 9:00 a.m. PST (the “Submission Phase”). The winners will be determined on or around May 14, 2010. CrowdSPRING, LLC’s computer is the official time keeping device for this Contest.

4. How to Enter the Contest:

Enter Contest: During the Submission Phase, enter <http://www.crowdspring.com/LG> and follow the links and instructions to upload your images of your new phone design (the “Design”), fill out the provided form and provide explanations for the items listed in the Design Guidelines section below. Upon submitting your Design, you must affirmatively click where required to confirm (i) that you agree to be bound by these Official Rules, (ii) that your Design is original and does not infringe upon or violate any applicable laws or regulations or any rights of third parties, including, but not limited to, privacy or intellectual property rights; (iii) that any Design submitted was created by you; (iv) that you transfer, assign and convey all rights, title and interest in and to the Design to Sponsor without the right to receive any additional consideration. Additionally, by

completing the registration and submitting your Design, you agree that your Design adheres to the Design Guidelines and Content Restrictions as defined below (collectively, the “Guidelines and Restrictions”) and that Sponsor, in its sole discretion, may remove your Design and disqualify you from the Contest if it believes, in its sole discretion, that your Design fails to conform to the Guidelines and Restrictions.

Design Guidelines: The Design must meet the following guidelines:

- The Design must be a new concept and must be accompanied by the name of the concept and a detailed explanation of the following:
 - Describe your target user and their lifestyle;
 - Describe how your concept solves a problem with existing phones on the market or a problem that is not being addressed by any existing phone (provide visuals on how the target user is operating the device);
 - Describe an experience showing how your concept fits into your target user’s lifestyle. Focus on the “big idea” or “story”, not just a listing of the specifications (provide visuals representing the user’s communication experience in their environment); and
 - Describe the source of inspiration for your concept.
- The Design must be submitted in .jpeg or portable network graphics (“PNG”) format (1024 x 3072 pixels). LG may, in its sole discretion, request the native format for the Design;
- The Design cannot have been submitted previously in a promotion or contest of any kind or exhibited or displayed publicly through any means previously.

Content Restrictions: The Design must meet the following content restrictions:

- The Design 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;
- The Design must not contain brand names or trademarks (other than the Sponsor logo);
- The Design must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- The Design must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; and
- The Design must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where Video is created.
- The Design must not contain content that you do not want to make available for public viewing.
- Limits on images per form: Limit one (1) image per submission. Jpeg or PNG images only (1024 x 3072 pixels). Use of submission template is recommended.
- Limits on the number of entries: Limit two (2) different Design submissions per participant.

For all Designs: Failure of any Design to comply with the above Guidelines and Restrictions, as determined by Sponsor in its sole discretion, may result in disqualification. All Designs will become the exclusive property of Sponsor, and none will be acknowledged or returned. You hereby waive any moral rights or any equivalent rights regarding the form or extent of any alteration to the Design or the making of any derivative works based on the Design, including, without limitation, photographs, drawings or other visual reproductions of the Design, in any medium, for any purpose. You acknowledge that LG owns all Designs whether patentable or unpatentable, and all works of authorship, whether copyrightable or uncopyrightable, made, developed, conceived, acquired, devised, discovered or created by you for this Contest. BY ENTERING A DESIGN IN THIS CONTEST YOU HEREBY IRREVOCABLE ASSIGN, CONVEY AND TRANSFER TO SPONSOR ANY AND ALL RIGHT, TITLE AND INTEREST IN THE DESIGN INCLUDING, WITHOUT LIMITATION, ALL INTELLECTUAL PROPERTY RIGHTS EXISTING THEREIN. LG grants to each person who enters a Design into the Contest (each a “Participant”) a non-exclusive, royalty-free license solely for the purpose of displaying his or her Design entry in his or her design portfolio (the “Portfolio Display License”). Notwithstanding the foregoing, and in the event a Participant’s Design entry is chosen by LG (in its sole discretion) for production, Participant: (1) acknowledges the need of LG to keep any such chosen product Design confidential prior and leading up to any product launch employing such Design; and (2) the Portfolio Display License shall terminate at such time as LG notifies Participant of such selection and LG and Participant shall work together to determine appropriate ways and times for Participant to publicize his or her Design entry. Sponsor may, in its sole discretion, publish or exhibit the Design in whole or in part, alone or in combination with other Designs, and that the Design may be changed, altered, edited or modified, used in distorted, illusory or composite form, or in any other manner, as solely determined by Sponsor. Sponsor may or may not, in its sole discretion, pursue production of any Design submitted. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected Designs, which are void. You understand and acknowledge that LG is in the business of designing and manufacturing mobile handsets and therefore does not agree to treat your entry as secret or confidential. You also acknowledge that a mobile phone designed independently by LG may be similar to your Design. Accordingly, you release LG from any and all claims, liability or causes of action arising from or related to the Design, and you will not be entitled to any compensation from LG with respect to your entry or the Design other than as provided to winners of the Contest.

5. Winner Determination:

I. Judging for First, Second and Third Place Prizes

a. First Judging Phase. During the first judging phase (“First Judging Phase”), the Designs will be judged by Sponsor’s selected panel of representatives of the Sponsor. All judging decisions made by Sponsor’s selected panel are final and binding. The First Judging Phase will be based on the following criteria (“Criteria”) with a point score of one (1) to five (5) being awarded for each criteria with one (1) being the lowest and (5) being the highest (“Point Scale”): (1) creativity/originality (weighted 40%) based on whether

the Design is unique and has a wow factor; (2) need fulfillment (weighted 30%) based on how well the Design addresses general consumer needs and frustrations; and (3) feasibility (weighted 30%) based on whether the Design can be realistically implemented with current or near-future technology within the next two (2) to three (3) years. A maximum of fifty (50) entrants whose Design receives the highest scores during the First Judging Phase will move on to the second judging phase (“Second Judging Phase”). In the event of a tie between two (2) or more entrants during the First Judging Phase, each panel representative will re-evaluate the tied entries based on the Criteria above and cast one (1) vote for the overall better Design and the Design that receives the most votes will move forward to the Second Judging Phase.

b. Second Judging Phase. During the Second Judging Phase, the Designs will be judged by a different panel of representatives of the Sponsor who are selected by the Sponsor. All judging decisions made by Sponsor’s selected panel are final and binding. The Second Judging Phase will be based on the same Criteria, weights and Point Scale as the First Judging Phase. A maximum of ten (10) entrants whose Design receives the highest scores during the Second Judging Phase will move on to the third judging phase (“Third Judging Phase”). In the event of a tie between two (2) or more entrants during the Second Judging Phase, each panel representative will re-evaluate the tied entries based on the original Criteria and cast one (1) vote for the overall better Design and the Design that receives the most votes will move to the Third Judging Phase.

c. Third Judging Phase. During the Third Judging Phase, the Designs will be judged by a different panel of representatives of the Sponsor who are selected by the Sponsor. All judging decisions made by Sponsor’s selected panel are final and binding. The Third Judging Phase will be based on the same Criteria, weights and Point Scale as the First Judging Phase. The entrant with the highest weighted average score (“Weighted Average Score”) over the three judging phases shall be the First Place (as defined below) winner. The Weighted Average Score is based upon thirty percent (30%) of the entrant’s First Judging Phase score, thirty percent (30%) of the entrant’s Second Judging Phase Score, and forty percent (40%) of the Third Judging Phase score. In the event of a tie between two (2) or more entrants for the Weighted Average Score, each panel representative will re-evaluate the tied entries based on the original Criteria and cast one (1) vote for the overall better Design and the Design that receives the most votes will be the winner. The potential prize winners will be notified by e-mail.

II. Judging for Prop Master’s Choice Prize

a. First Prop Master Judging Phase. During the first prop master judging phase (“First Prop Master Judging Phase”), the Designs will be judged by a panel of representatives of the Sponsor who are selected by the Sponsor. All judging decisions made by Sponsor’s selected panel are final and binding. The First Prop Master Judging Phase will be based on the Point Scale for the following criteria (“Prop Master Criteria”) (1) creativity/originality (weighted 40%) based on whether the Design is unique and has a wow factor (“outside the box” thinking); (2) design appeal (weighted 30%) based on whether the Design has a stylish look and feel and appeals to a wide variety of end users;

and (3) feasibility (weighted 30%) based on whether the Design can be made into a non-working mock-up. A maximum of thirty (30) entrants whose Design receives the highest scores during the First Prop Master Judging Phase will move on to the second prop master judging phase (“Second Prop Master Judging Phase”). In the event of a tie between two (2) or more entrants during the First Prop Master Judging Phase, each panel representative will re-evaluate the tied entries based on the original Criteria and cast one (1) vote for the overall better Design and the Design that receives the most votes will move to the Second Prop Master Judging Phase.

b. Second Prop Master Judging Phase. During the Second Prop Master Judging Phase, a prop master from Iron Man 2™ (“Prop Master”) as selected by Sponsor, will judge the Designs. All judging decisions made by the Prop Master are final and binding. The Second Judging Phase will be based on the same Prop Master Criteria, weights and Point Scale as the First Prop Master Judging Phase. In the event of a tie between two (2) or more entrants for the Second Prop Master Judging Phase, the Prop Master will re-evaluate the tied entries based on the original Criteria and select (1) for the overall better Design. The potential prize winner will be notified by e-mail.

6. Verification of Potential Winners: There will be a total of forty-one (41) winners. Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. The potential prize winners will be required to sign and return to Sponsor, within ten (10) days of the date the notice is sent, an Affidavit of Eligibility and Liability and Publicity Release (except where prohibited) (the “Affidavit”) in order to claim his/her prize. If a potential winner of any prize cannot be contacted, or fails to sign and return the Affidavit within the required time period (if applicable), he/she forfeits the prize. If a potential winner of any prize is disqualified for any reason, the semi-finalist with the second best score based on the judging Criteria will be the next potential winner. In case of a tie, the same tie breaker rules described above will apply. Prizes will be fulfilled eight (8) to ten (10) weeks after the conclusion of the Contest.

7. Contest Prizes:

I. First, Second and Third Place Prizes

ONE (1) FIRST PLACE PRIZE: Twenty-thousand dollars (\$20,000.00), one (1) Intuos4 medium tablet by Wacom (Approximate Retail Value (“ARV”) \$349.00) and one (1) Autodesk industrial design software (ARV \$500.00). ONE (1) SECOND PLACE PRIZE: Ten-thousand dollars (\$10,000.00) and one (1) Autodesk SketchBook Pro software (ARV \$100.00). ONE (1) THIRD PLACE PRIZE: Five-thousand dollars (\$5,000.00) and one (1) Autodesk SketchBook Pro software (ARV \$100.00). THIRTY-SEVEN (37) HONORABLE MENTIONS: One-thousand dollars (\$1,000.00) per each honorable mention winner.

II. Prop Master’s Choice Prize

ONE (1) PROP MASTER’S CHOICE PRIZE: Three-thousand dollars (\$3,000.00), one (1) Autodesk SketchBook Pro software (ARV \$100.00) and one (1) non-working concept mock-up creation of the winner’s Design (a “Mock-Up”) (ARV \$4,000.00). Sponsor

may display a Mock-Up at an Iron Man 2™ promotional event on a date to be determined solely by Sponsor.

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 or cash redemption will be made except as provided herein in the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all federal, state, local, and any other related taxes and fees associated with prize receipt and/or usage and activation fees. If any winner rejects his/her prize or in the event of noncompliance with these Contest rules and requirements, such prize will be forfeited and an alternate winner will be selected from all remaining eligible entries. Upon prize forfeiture, no compensation will be given. Each potential winner must continue to comply with all terms and conditions of these Official Rules. Winning is contingent upon fulfilling all requirements.

8. Release and Indemnification: By receipt of any prize, winner agrees to release, indemnify and hold harmless Sponsor, crowdSPRING, Marvel Entertainment, LLC, Iron Works Productions II LLC, Wacom and Autodesk and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies 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, (i) personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize and (ii) any claim that an entrant's Design infringes on the intellectual property rights of any third or any other claim arising out entrant's violation of any of the Design Guidelines and Content Restrictions described above.

9. Publicity: Except where prohibited, participation in the Contest constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

10. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Contest, 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 Contest, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. 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 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 entrants, printing 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) technical or human error which may occur in the administration of the Contest or the processing of entries; or (5) 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 Contest or receipt or use or misuse of any prize. If, for any reason, an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Contest entry, provided that if it is not possible to award another entry due to discontinuance of the Contest, or any part of it, for any reason, Sponsor, at its 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 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 agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest 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 Southern District of San Diego (Southern Division) or the appropriate California State 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 this Contest, 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 Contest, 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.

13. Entrant's Personal Information: Information collected from entrants is subject to the crowdSPRING's Privacy Policy (<http://www.crowdspring.com/privacy-policy>).

14. Additional Inquiries: Additional inquiries on Official Rules and/or submissions may be submitted to my.idea@lge.com.

15. Winner List: The winner list will be posted on the following website: <http://www.crowdspring.com/LG/winners>.