

Thank you for your interest in the LG NOVA InnoFest 2024 (“Festival”) Pitch Competition (“Competition”), sponsored by the LG NOVA innovation center, a business unit of Zenith Electronics, LLC (“LG NOVA”).

These Competition rules, terms, and conditions (the “Agreement”) constitute a legally binding agreement between you (“you” “your” or “Company”) and LG NOVA and establish the legal terms, conditions and rules that apply to the Competition.

Please read all components of this Agreement carefully as each contains important information. This Agreement shall be deemed to be effective upon your submission of the application to the Competition, including, but not limited to, reviewing this Agreement and acknowledging your agreement to the terms and conditions of this Agreement by clicking “I Agree” or “I Accept” in the application process (the “Effective Date”).

BY CLICKING AN “I AGREE” OR “I ACCEPT” BOX IN CONNECTION WITH THE COMPETITION, COMPLETING THE APPLICATION PROCESS FOR THE COMPETITION, OR SUBMITTING AN APPLICATION TO PARTICIPATE IN THE COMPETITION (AN “ENTRY”), YOU (A) REPRESENT AND WARRANT THAT YOU ARE ELIGIBLE TO PARTICIPATE IN THE COMPETITION; (B) HAVE READ AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT; AND (C) AGREE TO BE BOUND BY ANY DECISIONS MADE BY OR ON BEHALF OF LG NOVA AND THE COMPETITION JUDGES (“JUDGES”) WITH RESPECT TO YOUR ENTRY. THE INDIVIDUAL SUBMITTING AN ENTRY AND ACCEPTING THIS AGREEMENT REPRESENTS AND WARRANTS THAT THEY ARE AT LEAST EIGHTEEN (18) YEARS OLD AND, IF THEY ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ENTITY, THEY HAVE THE AUTHORITY, THE RIGHT, AND THE CAPACITY TO LEGALLY BIND THAT ENTITY.

PLEASE BE AWARE THAT SECTION II OF THIS AGREEMENT CONTAINS PROVISIONS GOVERNING HOW TO RESOLVE DISPUTES BETWEEN YOU AND LG

NOVA. AMONG OTHER THINGS, SECTION II OF THIS AGREEMENT INCLUDES AN AGREEMENT TO ARBITRATE WHICH REQUIRES, WITH LIMITED EXCEPTIONS, THAT ALL DISPUTES BETWEEN YOU AND LG NOVA SHALL BE RESOLVED BY BINDING AND FINAL ARBITRATION. PLEASE READ SECTION II OF THIS AGREEMENT CAREFULLY.

UNLESS YOU OPT OUT OF THE AGREEMENT TO ARBITRATE WITHIN 30 DAYS FROM THE EFFECTIVE DATE: (1) YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST LG NOVA ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; (2) YOU WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION; AND (3) YOU WAIVE, THE RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.

YOU ARE FREE TO REJECT THIS AGREEMENT, BUT IF YOU DO NOT ACCEPT ALL OF THE PROVISIONS OF THIS AGREEMENT, THEN YOU MAY NOT SUBMIT AN ENTRY OR OTHERWISE PARTICIPATE IN THE COMPETITION.

Section I: COMPETITION RULES AND TERMS

A. RULES

1. The Competition

- a. Competition Sites; Entry Materials. For the most current information about the Competition, please check the [Competition](https://www.lgnova.com/innofest) regularly (<https://www.lgnova.com/innofest/call-for-startups>). To participate in the Competition, you will need to submit your Entry and other materials needed to support your Entry (collectively, the “Entry Materials”) via the [Competition](https://www.lgnova.com/innofest/pitch-competition-application) (<https://www.lgnova.com/innofest/pitch-competition-application>). The Competition Website and the Competition Apply Page are collectively referred to herein as the “Competition Sites.” Your Entry Materials include all materials you submit to LG NOVA as part of the application process. Dates and Deadlines. Application for the Competition opens on July 10, 2024. All Entries must be received electronically as indicated on the Competition Sites by 11:59 pm Pacific on August 23, 2024, unless extended by LG NOVA. Entries provided after August 23,

2024 will be considered for next year's competition. Dates and times are subject to change.

- b. LG NOVA reserves the right to cancel, change or suspend the Competition for any reason, including cheating, technology failure, catastrophe, epidemics or pandemics, war or any other unforeseen or unexpected event that affects the integrity of the Competition. If the integrity of the Competition cannot be restored, LG NOVA may (but is not required to) select finalists from among all eligible Entries received before the Competition was canceled, changed or suspended.

2. Eligibility

- a. Entity Type. The Competition is open to all types of applicants, including any of the following, as long as the applicant meets the eligibility criteria in Section 2(b):
 - Individuals or individual Entities: Companies of any size, academic researchers, research institutions, accelerators, incubators, technology transfer firms, consultants, venture capitalists, entrepreneurs, and inventors.
 - Team Entries: Teams and collaborative groups of one or more individuals or entities (each, a "Team") provided that (i) the Entry Materials submitted for the Team designates a primary point of contact ("Team Contact") to engage with LG NOVA; (ii) LG NOVA shall not be responsible for communicating with any Team members other than the Team Contact; and (ii) LG NOVA shall not be held responsible for or be deemed a party to any teaming agreements, verbal, written or implied, formed between members of the Team.
- b. Eligibility Requirement. To be eligible for the Competition:
 - You or, for Team Entries, a member of the Team, must have developed, or be in the process of developing a product or service based on a new or innovative technology, or an innovative application of an existing technology developed by you or, for Team Entries, a member of the Team ("Innovation").
 - The Innovation developed or under development has the potential to address one of the following five key focus tracks:
 - i. HealthTech
 - ii. CleanTech and Sustainability
 - iii. Smart Life Solutions
 - iv. Artificial Intelligence
 - v. Life Sciences/ Bio
 - vi. Open Innovation
 - You comply with Section I of this Agreement.
 - To the extent you or any Team member (for Team Entries) is a legal entity, neither you nor the Team member (A) is organized under the laws of a country that is not an Excluded Country (as defined herein), or (B) has any subsidiaries or affiliates located or incorporated in any Excluded Country (an "Eligible Country").

- At least one of the following is true:
 - i. If you are an individual submitting an Entry to the Competition, you are:
 - ii. If the entrant on whose behalf you submit an Entry is an entity, at least one of entity's founders or executives is:
 - iii. If the entrant on whose behalf you submit an Entry is a Team, at least one of your Team members or a founder or executive of a Team member is:
A legal resident of an Eligible Country and are at least eighteen (18) years of age as of the date of Entry Materials submission
 - You are not, and no officer, director, manager or employee of the entity on whose behalf you submit the Entry, or, for Team Entries, no Team member (or officer, director, manager or employee of the Team member) is subject to sanctions in the United States or listed on the U.S. Department of the Treasury's Specially Designated Nationals and Blocked Persons List or the Office of Foreign Assets Control Sanctions Lists, which may be found [here](#).
 - You do not have, and no officer, or director of the entity on whose behalf you submit the Entry or, for Team Entries, no Team member (or officer, or director, of the Team member) has, any familial or financial relationship with LG NOVA or any Judge. If you become aware of any fact or circumstance that any such relationship exists or has developed prior to the judging of the Competition, you agree to notify LG NOVA immediately. LG NOVA reserves the right in its discretion to exclude any entrant due to other potential conflicts.
- c. Excluded Countries:
Each of the following is an Excluded Country: Crimea – Region of Ukraine, Cuba, Iran, North Korea (Democratic People's Republic of Korea), Sudan, Russia, Belarus, and Syria.

3. Entries

Submission and Restrictions. Guidelines and descriptions of the information required to complete the Entry and other Entry Materials required or permitted to be submitted are available at the Competition Sites. Entry Materials provided in a manner inconsistent with such guidelines and descriptions shall be considered ineligible. LG NOVA will not accept any Entries or attachments submitted via email, physical mail, courier, fax or otherwise, or that are submitted beyond the deadline. Once Entry Materials are uploaded, they are deemed final and may not be modified, supplemented or edited. If required information is not included in your Entry or the Entry Materials you submit otherwise do not meet the entry requirements, your Entry Materials will be disqualified. In addition, the following restrictions apply:

- a. Only one set of Entry Materials may be submitted per entrant or Team, for Team Entries.
- b. All Entries must be in English, without exception.

- c. MFTF Materials must not contain any Restricted Content. “Restricted Content” is content that:
- Infringes or otherwise violates the intellectual property rights of any third party, including copyrights, moral rights, patents, trademarks, design rights, trade secrets and rights of publicity;
 - Discloses or relies upon the confidential or proprietary information of a third party without appropriate written permission;
 - Contains libelous, defamatory, disparaging or unlawful content;
 - Invades the privacy or right of publicity rights of any person (living or deceased), or otherwise infringes upon a third party’s personal or proprietary rights; or
 - Violates any laws or regulations.

LG NOVA may disqualify any Entry Materials if they include Restricted Content or other content that LG NOVA determines, in its discretion, is unsuitable for the Competition. Any such disqualification may be made without any liability to LG NOVA or any Judges or any other organizations, entities, vendors or advisors associated with the Competition (collectively, the “Competition Partners”).

4. Judging for the Competition

A team of Judges from LG NOVA will review all eligible Entries. Submissions will be evaluated according to market attractiveness, team strength, right to win, potential synergy with LG NOVA, innovation, etc. (subject to change).

Throughout the Competition process, LG NOVA may invite a diverse group of highly experienced investors and industry experts to evaluate each application. Judges are required to recuse themselves from judging any Competition Materials from an entrant if the Judge has a personal or business relationship with the entrant, including as formal advisors, investors, or family members. LG NOVA reserves the right to assign or remove Judges at any time and for any reason. LG NOVA is under no obligation to notify you or any other participant of any changes to the panel(s) of Judges or to otherwise disclose any information about any Judges.

All decisions regarding the outcome of the Competition is the sole responsibility of the Judges selected. All decisions made by Judges relating to the Competition, including any decisions to name no Finalists, will be final and binding. Neither LG NOVA nor any of the Judges are under any obligation to provide rankings, scores, or feedback of any kind regarding any Entry Materials or other materials submitted as part of the Competition.

5. Notice, Conditions and other Terms.

- All ultimate finalist(s) selected by the Judges (“Finalists”) will be selected at InnoFest 2024. If (A) you are found ineligible, or (B) the Entry Materials

do not comply with this Agreement, such Entry Materials may be disqualified, and the Judges will select a replacement Finalist.

- All possible monetary awards described in the Agreement (“Awards”) are subject to verification of eligibility and compliance with this Agreement. Failure to demonstrate eligibility will result in disqualification. LG NOVA reserves the right to require Finalists to submit to a confidential background check to confirm eligibility as a condition of awarding any prize to help ensure that the use of any such person in advertising or publicity for the Competition, including the Festival, will not bring LG NOVA into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Competition as determined by LG NOVA in its sole discretion.
- The Competition is a voluntary evaluation of skill and innovation, and no fee is required to enter or participate. Whether an Entry is selected as a Finalist depends on how well its Entry Materials address the criteria for the Competition, and how its Entry Materials compares to the other Entries submitted in the Competition when evaluated based on the sole judgment of the Judges and LG NOVA.
- All Awards are final.
- No substitution, barter, assignment or transfer of Award or opportunities (to the extent any such items are available) is permitted.
- There is no offer of a royalty, or other financial compensation implied beyond the Award described in any official Award letter issued by an authorized representative of LG NOVA. Participant is solely responsible for any expenses incurred to participate in the Competition, including but not limited to any travel costs. LG NOVA, the Judges, and the Competition Partners will have no responsibility for any of your costs and expenses related to the Competition. You are solely responsible for any taxes, tariffs or other applicable governmental charges from any federal, state or local authority that may be due as a result of any Award or obtaining any opportunities as a result of the Competition. You should seek independent advice regarding tax and other liabilities associated with any Award that may be available or receiving other benefits as a result of the Competition.

B. OTHER TERMS AND CONDITIONS

1. Competition Materials and Entrant NIL, Publicity and Media Release

- a. Except for the limited licenses granted herein, you retain all right, title and interest, including all intellectual property rights, in and to your Entry Materials (collectively “Competition Materials”). You hereby grant LG NOVA and Competition Partners a non-exclusive, worldwide, royalty-free, transferable, sublicensable, perpetual and irrevocable license to copy, display, perform, distribute, create derivative marketing materials and otherwise use your Competition Materials for any purpose related to the Festival or other competitions hosted, sponsored or provided by LG NOVA and Competition Partners. You further acknowledge and agree that the Judges and Competition Partners will have access to and may retain

copies of your Competition Materials. No Entries or Competition Materials will be returned to entrants.

- b. You represent, warrant and covenant that You have obtained all rights, permissions and consents from your representatives necessary for LG NOVA to have the irrevocable right to use each such individual's name, likeness, voice, image, biographical information, photo or video, including statements made by such representative(s), and any other and any other similar information submitted herein during any and all stages of the Competition (collectively, the "Entrant NIL"), worldwide for any purpose and in any manner in connection with the Competition or any other promotional purposes, including activities, programs, services or competitions hosted, sponsored or provided by LG NOVA without compensation, notice or further consent.
 - c. You acknowledge and agree that neither you nor any of its representatives has (a) any right to inspect or approve the uses of the Entrant NIL, or (b) any claim to any compensation arising out of the use of the Entrant NIL. Examples of uses of Entrant NIL include (i) public streaming of the final judging, including streaming of your pitches; (ii) internet-based distribution/promotion, including social media; (iii) marketing or promotional purposes, including future activities or events; (iv) media distribution; and (v) archival purposes. You waive any rights of privacy and/or publicity that any of your representatives might otherwise have with regard to the Entrant NIL and any use or re-use of the Entrant NIL. You and its representatives further agree (i) to release LG NOVA, LG NOVA affiliated Parties (the "LG Parties"), the Competition Partners, and their respective employees and agents from, and (ii) not to sue or bring any proceeding against any of the same for any claim arising out of the use of the Entrant NIL, or any claims of ownership in or to the Entrant NIL.
 - d. You and your representative(s) understand that this Agreement does not represent an obligation or commitment by LG NOVA to use any Entrant NIL or take any authorized action.
2. Use of Name and Marks. You acknowledge and agree that LG NOVA and its affiliates may refer to your participation in the Competition on its internet website, in press announcements or in any of its other professional promotional materials (which may include the reproduction of your logo and a hyperlink to your website on LG NOVA's websites). Except as expressly set forth herein, you shall not use the names, trademarks, service marks, seals, logos, insignias, trade dress, or any other designation of source or origin subject to legal protection, copyrighted material or similar intellectual property of LG NOVA, any other LG Party or any Competition Partner in any way without such party's prior written permission in each instance, which such party may grant or withhold in its sole and absolute discretion.
 3. Confidentiality regarding Entry Materials. You acknowledge, understand, and agree that given the nature of the Competition, many individuals, including LG NOVA, the Judges and the Competition Partners may have access to your Entry Materials for the purposes described in this Agreement. FOR THAT REASON,

IT IS YOUR RESPONSIBILITY TO NOT INCLUDE IN YOUR ENTRY MATERIALS ANY INFORMATION THAT YOU TREAT AS CONFIDENTIAL OR PROPRIETARY. ANY CONFIDENTIAL INFORMATION YOU SHARE IN YOUR ENTRY MATERIALS IS PROVIDED AT YOUR SOLE RISK. BY ENTERING THE COMPETITION SEARCH, YOU HEREBY WAIVE ALL RIGHTS TO SEEK INJUNCTIVE OR EQUITABLE RELIEF, OR TO CLAIM PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ATTORNEYS' FEES AGAINST LG NOVA, ANY MFTF PARTNER, OR ANY OF THEIR AFFILIATES, EMPLOYEES, AGENTS OR REPRESENTATIVES.

4. Representations and Warranties; Indemnity.
 - a. Representations and Warranties. You represent and warrant that: (i) You have all legal power and authority required to enter into this Agreement and comply with and abide by the terms and conditions of this Agreement, the individual signing or accepting this Agreement on behalf of you has authorization to bind you and to enter into this Agreement, and no further authorization or approval by anyone else is necessary; (ii) you, or the entity on whose behalf you submit an Entry meets the eligibility requirements in Section I(A)(2), above, and all other conditions of participation in the Competition; (iii) your Competition Materials are the original work of the party named in the Competition Materials (e.g., individual, team, entity) on whose behalf the Entry is being submitted, and is factually accurate; (iv) you have the authority and sufficient rights to submit the Competition Materials on behalf of the individual, team, or entity, e.g., a corporation, identified in the Entry; (v) your or the party named in the Competition Materials (e.g., individual, team, entity) on whose behalf the Entry is being submitted is the sole owner of all rights relating to the Competition Materials, or has obtained all necessary rights, including all copyrights, moral rights, patents, trademarks, design rights, trade secrets, rights of publicity, and other relevant intellectual property rights for access to and use of the Competition Materials by LG NOVA, the Judges and Competition Partners in connection with the Competition or otherwise as contemplated in this Agreement; (vi) the Competition Materials or other materials submitted in the Competition do not contain malicious code, viruses, malware, timebombs, cancelbots, worms, Trojan horses or other potentially harmful programs or other material or information; (vii) use of the Competition Materials or other materials submitted in the Competition do not trigger any financial liability for LG NOVA; (viii) submission of the Competition Materials or other materials for use in the Competition does not violate applicable law or regulation; (ix) your participation in the Competition will not conflict with or result in the breach of any of your obligations or any agreement to which you is a party, or any duty which you may have to any other person or entity; and (x) none of the materials or information that you or its representatives use or make available to others as part of the Competition infringes upon, misappropriates or violates the rights, including intellectual property rights

of any other person or entity.

Any breach of the foregoing warranties or representations may result in your Competition Materials being invalidated and/or your Entry being disqualified from the Competition. Nothing herein is intended to limit any other remedies available at law or in equity to LG NOVA, the Judges, and the Competition.

- b. Indemnification. You agree to defend (if required by LG NOVA), indemnify and hold harmless, LG NOVA, the other LG Parties, the Competition Partners, and their respective officers, directors, members, managers, agents, employees and assigns (“Indemnitees”), from and against any and all liabilities, damages, claims, demands, suits, judgments, losses, costs or expenses (including without limitation attorneys’ fees and consultants’ fees) of any nature whatsoever (whether based on tort, breach of contract, product liability, intellectual property infringement or otherwise) arising directly or indirectly from or out of: (a) your participation in the Competition and (b) your breach of any representations or warranties contained herein (collectively, “Claims”). If you assume the defense of any Claim, the Indemnitees shall have the right to participate in the defense at their own expense, shall cooperate with you in such defense and shall attempt to make available to it on a reasonable basis all such witnesses, records, materials, and information in its possession or under its control relating thereto as is reasonably requested by you. Without the written consent of the Indemnitees, you shall not, in the defense of such claim or any litigation resulting therefrom, consent to the entry of any judgment or enter into any settlement. Any settlement of a claim will include, as to the Indemnitees, an unconditional term thereof, a release of the Indemnitees from any and all liability in respect of such claim or litigation, unless the Indemnitees agree otherwise in writing. The indemnity obligations of you set forth herein shall be in addition to any liability which you may otherwise have.
5. Entrant Responsibilities. In applying for and participating in the Competition, you are responsible for (a) compliance with applicable laws and regulations relating to your participation in the Competition; (b) all equipment, expenses, resources, insurance and/or costs incurred by or on behalf of you while participating in the Competition; and (c) to the extent applicable, abiding by applicable employer’s policies regarding participation in the Competition. LG NOVA disclaims any and all liability or responsibility for disputes arising between you, your employer and any other party related to your participation in the Competition.
6. Other Disclaimers and Release of Liability
 - a. Entry Materials Disclaimers. LG NOVA will not be responsible or liable for any incomplete upload of any Entry Materials, and/or for any misdirected or invalid Entries due to transmission errors or corrupted data files, including without limitation, interruption or inability to access the Competition Apply Page, problems with internet connectivity, firewalls,

virus protection software or hardware devices, and/or Entries that are late, destroyed, lost, stolen, misdirected, tampered with, incomplete, deleted, or not in compliance with this Agreement.

- b. No Offer or Contract. Under no circumstances shall the submission of Competition Materials or your participation in the Competition, the making of an Award, or anything in this Agreement be construed as an offer or contract of employment with LG NOVA or any Competition Partner. You acknowledge that you have submitted your Entry Materials voluntarily and not in confidence or in trust. You acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between you and LG NOVA or any Competition Partner, and that no such relationship is established by your submission of any Entry Materials.
- c. No Obligations. You acknowledge that multiple applicants may submit Entries that contain concepts, approaches, or technologies similar to what is included in your Competition Materials and that LG NOVA, the Competition Partners and/ or their respective subsidiaries and partners may already be investigating or developing solutions or have business activities that are related to or similar to those disclosed in your Competition Materials. You acknowledge that LG NOVA's actions with respect to another Entry or one of your own solutions, investigations, or business activities, even if similar to what is described in your Competition Materials, shall not create any liability, of any kind, by LG NOVA to you or others. Further, LG NOVA is not and shall not be restricted in any way from pursuing, developing, or commercializing, in any way that it sees fit, independent of you and at its sole discretion, any activity or technology that is created independent of your Competition Materials. For the avoidance of doubt, you acknowledge that LG NOVA is not obligated to take any action whatsoever with regard to your Competition Materials.
- d. Liability Waiver and Release.
You agree that LG NOVA, the Judges, the Competition Partners, and anyone acting on behalf of any of the foregoing in any way ("Released Parties") will have no responsibility or liability (including, but not limited to, liability for any property loss, damage, personal injury or death, or for claims based on publicity rights, defamation, and/or invasion of privacy) in connection with the Competition, including participation or the acceptance, receipt, possession, misuse, nonuse or use of any Award or opportunity (or portion thereof); or any damage to your (or any third person's) computer and/or its contents related to or resulting from any part of the Competition; even if caused by the negligence of the Released Parties.

You acknowledge that the Released Parties have wide access to ideas and that new ideas are frequently submitted to them or are being developed by their employees, including ideas that may be competitive with your

business. You agree that you will not be entitled to any compensation as a result of any Released Entity's use of material that is similar or identical to your Competition Materials.

- e. You, on your own behalf and on behalf of your Team Members, and their respective shareholders, directors, officers, employees and agents, hereby expressly waives all rights any of them have or may hereafter claim to have to claim irreparable injury, equitable relief, direct, indirect, punitive, incidental and/or consequential damages, attorney fees or any damages other than actual out-of-pocket costs incurred to enter and participate in the Competition, and further expressly waives all rights they, or any of them, may have or may claim to have under the provisions of California Civil Code Section 1542, or equivalent law of any jurisdiction, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

In no event will the Released Parties' aggregate liability under this Agreement or in any way in connection with the Competition exceed U.S. \$100. Entrant agrees to release all rights to bring any claim, action or proceeding against the Released Parties.

- 7. **LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE THAT NEITHER LG NOVA NOR ANY LG PARTY OR COMPETITION PARTNER HAS AND WILL HAVE ANY LIABILITY WITH RESPECT TO YOUR PARTICIPATION IN THE COMPETITION OR ANY LOSS OF ANY OF YOUR INFORMATION RESULTING FROM ANY OF THE FOREGOING.**
- 8. Privacy. The terms of LG NOVA's privacy policy, found at <https://privacy.us.lg.com/policies> apply, and are incorporated in this Agreement by reference.
- 9. Choice of Law, Dispute Resolution; Binding Arbitration
 - a. Choice of Law. This Agreement, and the Search Guidance incorporated herein, will be interpreted under the laws of the state of California, U.S., and controlling U.S. federal law. You acknowledge and agree that all aspects and content of your Competition Materials, including all information, developments, inventions, and works of authorship, shall be treated as if made in the U.S. and U.S. laws relating to patents, inventions, assignments, and innovation compensation shall supersede the relevant laws of any country in which the Competition Materials may have been conceived, developed, or reduced to practice.

- b. Dispute Resolution. If you have any dispute regarding the Competition, you must first give LG NOVA an opportunity to resolve the dispute by sending a written description of the dispute to LG NOVA at team@lgnova.com. The parties will negotiate the dispute in good faith. If the dispute is not resolved within sixty (60) days after LG NOVA acknowledges receipt of your description of your dispute, you may pursue arbitration as described in Section II below.
- 10. Force Majeure. Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including, without limitation, fire, floods, earthquakes, natural disasters, embargoes, war, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority.
- 11. Relationship. The relationship between the parties is that of independent contractors. You and LG NOVA are not principal and agent, employer and employee, partners, fiduciaries or joint ventures by virtue of this Agreement or your participation in the Competition. You will have no authority to obligate or bind LG NOVA or any other LG Party or Competition Partner under this Agreement and you will not hold itself out as having any such authority. Neither you nor any of its employees, contractors, officers or agents will be eligible for any employee benefits from LG NOVA, any other LG Party or Competition Partner by virtue of this Agreement, and, as between LG NOVA, the other LG Parties and Competition Partners, on the one hand, and you, on the other, you shall have full responsibility and liability for any employment and income taxes related to compensation for you and its employees, contractors, officers or agents.
- 12. Notices. Any and all notices, demands, requests and responses thereto permitted or required to be given under this Agreement will be in writing, signed by or on behalf of the Party giving such notice, and will be delivered, as to LG NOVA, to 5150 Great America Blvd., Santa Clara, CA 95054, and as to You at the email address provided in your Entry Materials.
- 13. Electronic Communications. For contractual purposes, you (a) consent to receive communications from LG NOVA in an electronic form; and (b) agrees that all terms and conditions, agreements, notices, disclosures, and other communications that LG NOVA provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights, including but not limited to the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq.
- 14. Miscellaneous
 - a. Damage or Disruption. Any attempt to deliberately damage the Competition Sites, defraud LG NOVA or any Judge or Competition Partner, or tamper with or undermine the legitimate operations of the Competition may be a violation of civil and/or criminal laws, and

responsible persons may be prosecuted or sued to the full extent permitted by law and will not be eligible for an Award or to be a Finalist.

- b. Entire Agreement. Section I and II of this Agreement constitutes the parties' entire agreement relating to all matters involving the Competition, superseding all previous negotiations or agreements.
- c. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision in this Agreement. In the event that any provision in this Agreement is determined to be invalid or otherwise unenforceable or illegal, the remainder of this Agreement, shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision was not contained herein.
- d. Void Where Prohibited. If the Competition is deemed unlawful in any country, all entries from such country will be void, as determined by LG NOVA.

SECTION II: ARBITRATION AGREEMENT AND DISPUTE RESOLUTION

ARBITRATION AGREEMENT.

1. Applicability of Arbitration Agreement. Subject to the terms of this Arbitration Agreement, you and LG NOVA agree that any dispute, claim, disagreements arising out of or relating in any way to your participation in the Competition, any communications you receives, or the Agreement and prior versions of the Agreement, including claims and disputes that arose between LG NOVA before the Effective Date of this Agreement (each, a "Dispute") will be resolved by binding arbitration, rather than in court, except that: (1) you and LG NOVA may assert claims or seek relief in small claims court if such claims qualify and remain in small claims court; and (2) you or LG NOVA may seek equitable relief in court for infringement or other misuses of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). For purposes of this Arbitration Agreement, "Dispute" will also include disputes that arose or involve facts occurring before the existence of this or any prior versions of this Agreement as well as claims that may arise after the termination of this Agreement.
2. Informal Dispute Resolution. There might be instances when a Dispute arises between You and LG NOVA. If that occurs, LG NOVA is committed to working with You to reach a reasonable resolution. You and LG NOVA agree that good faith informal efforts to resolve Disputes can result in a prompt, low-cost and mutually beneficial outcome. You and LG NOVA therefore agree that before either party commences arbitration against the other (or initiates an action in small claims court if a party so elects), LG NOVA will personally meet and confer telephonically or via videoconference, in good faith effort to resolve informally any Dispute covered by this Arbitration Agreement

(“Informal Dispute Resolution Conference”). If you are represented by counsel, your counsel may participate in the conference, but you will also participate in the conference.

- a. The party initiating a Dispute must give notice to the other party in writing of its intent to initiate an Informal Dispute Resolution Conference (“Notice”), which shall occur within 45 days after the other party receives such Notice, unless an extension is mutually agreed upon by the parties. Notice to LG NOVA that you intend to initiate an Informal Dispute Resolution Conference should be sent by email to team@lgnova.com or regular mail to the offices of LG NOVA located at 5150 Great America Blvd., Santa Clara, CA 95054. The Notice must include: (1) your name, telephone number, mailing address, e-mail address associated with your registration; (2) the name, telephone number, mailing address and e-mail address of your counsel, if any; and (3) a description of the Dispute.
 - b. The Informal Dispute Resolution Conference shall be individualized such that a separate conference must be held each time either Party initiates a Dispute, even if the same law firm or group of law firms represents multiple users in similar cases, unless all parties agree; multiple individuals initiating a Dispute cannot participate in the same Informal Dispute Resolution Conference unless all parties agree. In the time between a party receiving the Notice and the Informal Dispute Resolution Conference, nothing in this Arbitration Agreement shall prohibit the parties from engaging in informal communications to resolve the initiating party’s Dispute. Engaging in the Informal Dispute Resolution Conference is a condition precedent and requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the Informal Dispute Resolution Conference process required by this section.
3. **Waiver of Jury Trial. YOU AND LG NOVA HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and LG NOVA are instead electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in the subsection entitled “Applicability of Arbitration Agreement” above. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.**
 4. **Waiver of Class and Other Non-Individualized Relief. YOU AND LG NOVA AGREE THAT, EXCEPT AS SPECIFIED IN SUBSECTION 1(i), YOU AND LG NOVA MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE PARTICIPANT CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER PARTICIPANT. Subject to this Arbitration Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual Party seeking relief and only to the extent necessary to provide relief warranted by the Party’s individual claim. Nothing in this paragraph is intended to, nor shall it, affect the terms and conditions under subsection 1(i) entitled “Batch Arbitration.” Notwithstanding**

anything to the contrary in this Arbitration Agreement, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this subsection, “Waiver of Class and Other Non-Individualized Relief,” are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and LG NOVA agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the state or federal courts located in the State of California. All other Disputes shall be arbitrated or litigated in small claims court. This subsection does not prevent you and LG NOVA from participating in a class-wide settlement of claims.

5. Rules and Forum. This Agreement evidence a transaction involving interstate commerce; and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 et seq., will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings. If the Informal Dispute Resolution Process described above does not resolve satisfactorily within sixty (60) days after receipt of your Notice, you and LG NOVA agree that either party shall have the right to finally resolve the Dispute through binding arbitration. The arbitration will be administered by the American Arbitration Association (“AAA”), in accordance with the Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by this section of this Arbitration Agreement. The AAA Rules are currently available at <https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>.
6. A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the “Request”). The Request must include: (1) the name, telephone number, mailing address, e-mail address of the party seeking arbitration and the account username (if applicable) as well as the email address associated with any applicable account; (2) a statement of the legal claims being asserted and the factual bases of those claims; (3) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy in United States Dollars; (4) a statement certifying completion of the Informal Dispute Resolution process as described above; and (5) evidence that the requesting party has paid any necessary filing fees in connection with such arbitration.
 - a. If the party requesting arbitration is represented by counsel, the Request shall also include counsel’s name, telephone number, mailing address, and email address. Such counsel must also sign the Request. By signing the Request, counsel certifies to the best of counsel’s knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that: (1) the Request is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.
 - b. Unless you and LG NOVA otherwise agree, or the Batch Arbitration process discussed in subsection 1(i) is triggered, the arbitration will be conducted in the county where LG NOVA’s principal place of business is located. Subject to the AAA Rules, the arbitrator may direct a limited and reasonable exchange of information between the parties, consistent with the expedited nature of the

arbitration. If the AAA is not available to arbitrate, the parties will select an alternative arbitral forum. your responsibility to pay any AAA fees and costs will be solely as set forth in the applicable AAA Rules.

- c. You and LG NOVA agree that all materials and documents exchanged during the arbitration proceedings shall be kept confidential and shall not be shared with anyone except the parties' attorneys, accountants, or business advisors, and then subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential.
7. The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of California and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within thirty-five (35) days of delivery of the Request, then the AAA will appoint the arbitrator in accordance with the AAA Rules, provided that if the Batch Arbitration process under subsection 1(i) is triggered, the AAA will appoint the arbitrator for each batch.
8. Authority of Arbitrator. The arbitrator shall have exclusive authority to resolve any Dispute, including, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except for the following: (1) all Disputes arising out of or relating to the subsection entitled "Waiver of Class and Other Non-Individualized Relief," including any claim that all or part of the subsection entitled "Waiver of Class and Other Non-Individualized Relief" is unenforceable, illegal, void or voidable, or that such subsection entitled "Waiver of Class and Other Non-Individualized Relief" has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator; (2) except as expressly contemplated in the subsection entitled "Batch Arbitration," all Disputes about the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator; (3) all Disputes about whether either party has satisfied any condition precedent to arbitration shall be decided only by a court of competent jurisdiction and not by an arbitrator; and (4) all Disputes about which version of the Arbitration Agreement applies shall be decided only by a court of competent jurisdiction and not by an arbitrator. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties, except as expressly provided in the subsection entitled "Batch Arbitration." The arbitrator shall have the authority to grant motions dispositive of all or part of any Dispute. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The award of the arbitrator is final and binding upon you and LG NOVA. Judgment on the arbitration award may be entered in any court having jurisdiction.
9. Attorneys' Fees and Costs. The parties shall bear their own attorneys' fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Request was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If you or LG NOVA need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys' fees incurred in securing an order compelling arbitration. The

prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration, including the Informal Dispute Resolution Process, is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys' fees and costs.

10. **Batch Arbitration.** To increase the efficiency of administration and resolution of arbitrations, you and LG NOVA agree that in the event that there are one hundred (100) or more individual Requests of a substantially similar nature filed against LG NOVA by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period (or as soon as possible thereafter), the AAA shall (1) administer the arbitration demands in batches of 100 Requests per batch (plus, to the extent, there are less than 100 Requests left over after the batching described above, a final batch consisting of the remaining Requests); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("Batch Arbitration").
 - a. All Parties agree that Requests are of a "substantially similar nature" if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the Parties disagree on the application of the Batch Arbitration process, the disagreeing Party shall advise the AAA, and the AAA shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process ("Administrative Arbitrator"). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the Parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator's fees shall be paid by LG NOVA.
 - b. You and LG NOVA agree to cooperate in good faith with the AAA to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings.
 - c. This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.
11. **30-Day Right to Opt Out.** You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt-out to: LG NOVA, 5150 Great America Parkway, Santa Clara, CA 95054 with a copy sent via email to nova-ecosystem@lge.com, within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, the email address you used to for its registration, and an unequivocal statement that you want to opt-out of this Arbitration Agreement. If you opt-out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration

Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

12. Invalidation, Expiration. Except as provided in the subsection entitled “Waiver of Class or Other Non-Individualized Relief”, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect. You further agree that any Dispute that you have with LG NOVA as detailed in this Arbitration Agreement must be initiated via arbitration within the applicable statute of limitation for that claim or controversy, or it will be forever time-barred. Likewise, you agree that all applicable statutes of limitation will apply to such arbitration in the same manner as those statutes of limitation would apply in the applicable court of competent jurisdiction.
13. Notwithstanding any provision in this Agreement to the contrary, LG NOVA agrees that if it makes any future material change to this Arbitration Agreement, it will notify you. Unless you reject the change within thirty (30) days of such change becoming effective by writing to LG NOVA at 5150 Great America Parkway, Santa Clara, CA 95054 your continued participation in the MFTF following the posting of changes to this Arbitration Agreement constitutes your acceptance of any such changes. Changes to this Arbitration Agreement do not provide you with a new opportunity to opt-out of the Arbitration Agreement if you have previously agreed to a version of this Agreement and did not validly opt out of arbitration. If you reject any change or update to this Arbitration Agreement, and you were bound by an existing agreement to arbitrate Disputes arising out of or relating in any way to your participation in the LG NOVA Program, any services received, any communications you receive, or the Agreement and prior versions of the Agreement, the provisions of this Arbitration Agreement as of the Effective Date (or acceptance of any subsequent changes to this Agreement) remain in full force and effect. LG NOVA will continue to honor any valid opt-outs of the Arbitration Agreement that you make to a prior version of this Agreement.
14. Miscellaneous. Any term of this Agreement may be amended or waived only with the written consent of the parties. This Agreement, including any exhibits and schedules hereto, constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California, without giving effect to the principles of conflict of laws. LG NOVA will have the right to assign this Agreement to any affiliated entity. You may not assign this Agreement to any other person or entity without LG NOVA’s prior written consent, and this Agreement will be binding on your heirs, legal representatives, successors and permitted assigns. Any unauthorized assignment shall be void. You agree and acknowledge that it has had the opportunity to be represented by counsel of its choice and to have this Agreement reviewed by such counsel. You agree that in interpreting this Agreement, no weight will be placed upon which party or its counsel drafted the provision being interpreted. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. No term of this Agreement shall be construed to confer any third-party beneficiary rights on any non-party.