

## ACTION TERMS AND CONDITIONS FOR "LG Benelux Solar Photo Contest":

### 1. General

These promotion conditions apply to the promotion: LG Benelux Solar Installer Photo Contest (hereinafter: "Contest"), which is organized by LG Electronics Benelux Sales BV, with offices at Krijgsman 1, 1186 DM Amstelveen, the Netherlands, registered at the Chamber of Commerce under number 39091823 (hereinafter: "LG"). The Contest is held on the LG Business solutions homepage, financed by LG and available in Netherlands, Belgium and Luxemburg. The following terms and conditions apply with regard to the participation process and the standards of quality, which are accepted when taking part.

### 2. Entry and terms and conditions of entry

2.1. Persons entitled to participate (hereinafter: "Participant(s)") must be natural persons aged 18 or over. It is free to take part in the Contest and no purchase is necessary. No legal claims may be derived from participation and LG accepts no liability in relation to the Contest.

2.2. Only Installers that have purchased LG Solar panels can participate in the Contest.

2.3. Submissions are only valid from the following Benelux countries: Netherlands, Belgium, and Luxemburg.

### 3. Duration of the challenge

The competition period is between 18th of July 2019 (00:00 CET) and 18th of September 2019 (23:59 CET).

### 4. Participation process

4.1. Every Participant who submit the online form and reference photos (see Quality requirements, Article 5) to the [website www.lgsolutions.nl](http://www.lgsolutions.nl) within the competition period, thereby declares their intent to enter the Contest.

4.2. The Participant must state their forename, surname, business name and e-mail address, as well as, filling out the additional fields and uploading the required files.

4.3 The purposes for collecting information from Participants and how LG will use the information collected from Participants is as follows:

4.3.3 The primary purpose for the collection of personal data is for the participation in the Contest.

4.3.4 Any photo entered into the contest may be used as a reference photo and may be used for marketing related purposes such as reference images used on websites, social media channels, events, and printed advertising materials.

4.3.5 The company name of the winners of the Contest will be published in association with the selected published photo on the website and social media channels.

4.3.6 In case the Participant have given their explicit consent by checking the box on the Contest entry page to receive a newsletter, the collected personal information such as forename, surname, company name, and e-mail will be saved for the purpose of sending the LG Monthly Solar Newsletter.

4.4 The Participant unequivocally grants their approval for photos to be published by LG.

4.5 The submitted reference photo must include at least one PV module from LG to qualify for Contest.

## **5. Quality requirements**

5.1. The submitted photos must meet the quality requirements for reference images. In particular, the photos must be the highest quality and must not be distorted. Both Portrait format and landscape format are accepted. The resolution should be bigger than 800x400.

5.2. The use of every camera device is allowed, including mobile phone photos.

5.3. Except for special cases, installers should avoid using special filters.

5.4. The installation must include LG PV Modules. The installer has a responsibility to indicate what model was used in the photo.

5.5. Correct installation of the LG solar panels in the photo is compulsory.

5.6. LG is not responsible for damaged, lost or delayed entries.

## **6. Winning entries and determining the winner**

6.1. An internal panel will review all the entries and select the most outstanding references from a technological, aesthetical, and other perspective. These will be known as the top Participants. For the top 3 Participants, main prizes will be rewarded. The top prize is a LG Monitor and for the 2 Participants of the 2<sup>nd</sup> place, an LG portable speaker will be rewarded. All 3 of the winners will have a professional photoshoot arranged after discussing the details with LG. Descriptions and images of prizes relating to this Contest are for illustrative purposes and are not binding.

6.2. The prizes are subject to change according to internal situation. In that case, we reward another prize with the similar value within 20% difference of the market price.

6.3. The first 25 Participants will receive a 25 euro voucher coupon within 30 working days of the competition period's conclusion. If the competition winner does not respond within 14 working days, they forfeit their reward and another winner will be chosen.

6.4. The top Participants and the overall winner will be determined within 30 working days of the competition period's conclusion. Parties concerned will be contacted by e-mail and will be announced on our website. If the competition winner does not respond within 14 working days, they forfeit their win and another winner will be chosen from the next ranked Participant.

6.5. The winner's claim is non-transferable. The judges' decision is final and no cash prizes will be awarded. The transfer of prizes to other individuals is not permitted.

6.6. The change or exchange of prizes is not permitted. All additional costs associated with prizes, once they have been accepted by the Participant, are borne by the Participant.

6.7. The three winning submissions of the Contest will be published on the LG website and social media channels. The winning Participant agrees to be named and/or presented by LG in connection with photos and have their photo and business named in marketing activities connected to the Contest on the website and social media channels.

6.9. If the property owner of the winning submission does not agree to participate in a photo shoot, the Participant will be disqualified and, after internal discussion, the reward will be transferred to another Participant who has consent from the property owner to participate in the photoshoot.

## **7. Exclusion from the Contest**

7.1. LG employees and other persons involved with the conception and implementation of the Contest are excluded from participation.

7.2. LG expressly reserves the right to disqualify individual persons from the Contest should they violate these terms and conditions. If photos are disqualified from the competition due to unacceptable content, the Participant concerned will not be notified.

7.3. LG will disqualify any photos with unethical, unlawful or other ethically or morally reprehensible content from the competition.

## **8. Data security and data protection**

8.1. The Participant's personal data will be collected and used by LG in line with applicable data protection regulations. For a complete overview of the applicable privacy policy, you can consult: <https://www.lgsolutions.nl/privacy-policy>. Personal data initially consists of forename, surname, company name, e-mail address, and the fact that this person has entered the Contest. Should the Participant be selected as a winner, this will also include a business address for prize delivery. The Participant's personal data will be stored and used for the purpose of this Contest and for delivering prizes. It will also be used for the marketing purposes described above in Article 4.3. Every Participant has the right to view, rectify, delete, restrict, contest, withdraw, transfer and complain as regards usage of their personal data, through LG. Participants have the right to lodge a complaint via the supervisory authority, but we encourage to contact LG first for a solution. By entering this Contest, the Participant agrees to be contacted by LG, should they be selected as a winner or as a recipient of the reward of 25 euro voucher coupon for the first 25 Participants.

8.2. The Participant is solely responsible for obtaining the consent of the property owners to use any of their personal data or photos of their property. The Participant affirms that the photos submitted are free from third party rights (e.g. copyrights, other ancillary copyrights, personal rights) and that they and LG are free to use the photo as they wish. In the event that one or more individuals are identifiable in the photo, the individuals concerned must consent to the photo being published. The relevant declaration of consent must be provided to LG on request. The individual who submitted the photo is solely responsible for its content. The Participant indemnifies LG from any resulting liability with respect to claims from third parties and agrees to compensate LG for any damages arising therefrom.

8.3. For participants who have given their explicit consent by checking the box on the Contest entry page, the collected personal information such as forename, surname, company name, and e-mail will be saved for the purpose of sending the LG Monthly Solar Newsletter. Consent thereto may be revoked at any time by following the instructions at the end of the newsletter. LG undertakes to comply with the legal provisions of the Dutch Data Protection Act.

8.4. Collected personal information such as forename, surname, company, e-mail address is saved for contacting the winners. Winner information is separately recorded for making a winner record of the Contest for a later contest.

8.5. By agreeing to all terms and conditions, the Participant gives LG permission to use the personal data made available by the Participant to LG for the implementation of this competition. For this purpose, LG may use third parties that support the performance of this competition. Under no circumstances will LG sell your information to third parties.

8.6. LG handles the personal data provided by the Participant responsibly and carefully. The personal data made available to LG by the Participant will only be used for the aforementioned purposes and will not be kept longer than necessary for this purpose.

8.7. Participants have the right to obtain information free of charge about their data held by LG and to request rectification or deletion thereof or to oppose processing. These requests must be addressed to LG at the following e-mail address: [lgebv.privacy@lge.com](mailto:lgebv.privacy@lge.com).

## **9. Copyright and personal rights**

9.1. As the owner of the photo for submission, the Participant grants LG irrevocable and exclusive rights of use and exploitation of the submitted photos, files and text without any restrictions in place, time or content. This includes, in particular, the right to use the photo uploaded in connection to the Contest as a whole or in part, unchanged or edited/redesigned within the framework of LG marketing activities.

9.2. The scope of usage rights also extends to include transfer of usage rights to LG contractual partners and all language versions. The Participant relinquishes the right to be credited by name. Participation is voluntary. Usage rights shall be granted free of charge.

9.3. The Participant also indemnifies LG from any resulting liability with respect to third parties and agrees to compensate LG for any damages arising therefrom. LG accepts no liability for the downloading of photos/text and the subsequent usage by third parties.

9.4. In case that photos are taken from private property, the owner of the photo needs an approval from the owner of the private property.

## **10. Liability**

10.1. Neither LG nor any third party engaged by it are liable for damage of any nature whatsoever arising from or related to (participation in) the Contest.

10.2. Neither LG nor any third party engaged by it is liable for damage of any kind that is associated with the use of the promotional website or links to third-party websites on its website or other technical facilities.

10.3. Neither LG nor any third party engaged by it is liable for problems that may occur with the promotional website or the internet.

10.4. Neither LG nor any third party engaged by it is liable for any costs, damage, claims or shortcomings as a result of or caused by errors and/or shortcomings in the information and/or data provided by a Participant. Specifically, the Participant is responsible for and guarantees the correctness of the contact information and address and the lawfully obtained photos.

## **11. Aborting or altering the Contest**

11.1. LG reserves the right to cancel the Contest at any time without prior notice and without stating reasons. The Contest will be terminated prematurely if it cannot be executed properly for technical (e.g. errors or manipulation concerning the hardware and/or software used) or legal reasons. LG is entitled to disqualify Participants with immediate effect, should they be found to be in violation of the terms and conditions. If the competition is terminated prematurely due to the intentionally malicious behavior of a Participant or other third party, LG may claim compensation for damages.

## **12. Miscellaneous**

12.1. Dutch law applies to the Competition, the Terms and Conditions and all disputes related to the Competition. All disputes in connection with the Competition or the Promotional Terms and Conditions will be submitted exclusively to the competent court in Amsterdam, The Netherlands.

12.2. If any provision of these terms and conditions is – or becomes – ineffective, the validity of the remaining provisions will be unaffected. LG reserves the right to make changes to these terms and conditions at any time, subject to timely notification to Participants in advance.

12.3. For a complete overview of LG's General Action Conditions, you can consult: <https://www.lg.com/nl/promotions/actievoorwaarden>. Please be advised that in the case any contradictions exist between the conditions found in the general terms and detailed terms presented here, the detail terms supersede.

## **13. Contact**

Questions, complaints and comments about this promotion can be sent by e-mail to [solarmarketing.bn@lge.com](mailto:solarmarketing.bn@lge.com) by the 30<sup>th</sup> of September 2019 at the latest.