



## **Brand Ambassador Terms And Conditions**

2023 Terms And Conditions Of Brand Ambassador Agreement – LG Electronics U.S.A, Inc.

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE SUBMITTING YOUR APPLICATION TO BECOME A BRAND AMBASSADOR!**

**BY CLICKING “I AGREE” YOU AGREE TO THE TERMS AND CONDITIONS OF THIS BRAND AMBASSADOR AGREEMENT BETWEEN YOU AND LG ELECTRONICS U.S.A., Inc. (“LGE”) WHICH WILL GOVERN YOUR RELATIONSHIP WITH LGE. BY APPLYING FOR AND PARTICIPATING IN THE BRAND AMBASSADOR PROGRAM (THE “PROGRAM”), YOU (ON BEHALF OF YOURSELF AND THE BUSINESS YOU REPRESENT) AGREE TO BE LEGALLY BOUND BY AND COMPLY WITH THESE BRAND AMBASSADOR TERMS AND CONDITIONS, INCLUDING ALL APPLICABLE POLICIES.**

**IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, CLICK “I DO NOT AGREE” AND DO NOT SUBMIT THE APPLICATION. AT ANY TIME YOU NO LONGER WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MUST IMMEDIATELY PROVIDE WRITTEN NOTICE TO LGE.**

As used in these terms and conditions, “You” or “Your” shall mean the individual who is applying to be a brand ambassador for LGE, and his/her employees, agents, business affiliates, and permitted successors and assigns.

By submitting Your application and participating in the Program, You agree as follows:

If selected by LGE, You will become a brand ambassador (“Ambassador”) for products offered and sold by LGE. Ambassador’s territory shall be within the United States and all U.S. Territories exclusively. Your performance as an Ambassador is subject to these terms and conditions, and any separate agreement LGE may require you to execute as well as any LGE policies, standard operating procedures or guidelines provided to you from time to time (collectively, the “Ambassador Terms”).

1. Eligibility. To enroll in the Program, You must complete and submit the online application. Initial approval of Your application does not mean that all information or actions set forth in the application comply with the Ambassador Terms, and it is Your continuing duty to ensure Your compliance. We may reject Your application and/ or dismiss You from the Program at any time at our sole discretion.

2. You must provide Your full and accurate legal name, a valid email address, and any other information required to complete the application for the Program. You will only provide true and accurate information to LGE, and will update any such information as necessary to ensure that



such information is kept complete and accurate. You will not use any “bot” or other automated method to enroll or participate in the Program.

3. You acknowledge and agree that You meet the following eligibility criteria:

- You have read, understand, and agree to be bound by the Ambassador Terms.
- You are eighteen (18) years of age or older.
- You reside in the United States.
- You are authorized to work in the United States (proof of which may be requested by LGE).
- You maintain and actively use an account on at least one form of social media, including Facebook, Twitter, Pinterest, Snapchat, Instagram, Vine, Tumblr and YouTube, which have been approved by LGE (collectively, “Approved Media”). Your accounts on Approved Media are referred to as “Accounts.”

4. Responsibilities. You agree to use Your best efforts to market and promote the LGE Products on Your Accounts (the “Promotional Services” or the “Services”) in a manner consistent with the authorized use for each product as outlined on product labels. You are required to notify LGE of Your Accounts on Approved Media and add LGE as a friend/ follower. You will be notified of any additional Approved Media as it becomes available.

5. You agree to perform the following Promotional Services:

- Create and post photo and video content promoting the LGE Products and/ or any related campaign as LGE may request from time to time (“Content”).
- Share and promote Your personal discount code or link for LGE Products to encourage followers to purchase them.
- Communicate, network and/ or collaborate with social media influencers, LGE’s social media followers and customers, and any other individuals requested by LGE.
- Promptly respond to communications from LGE personnel in text, email, phone or any other form.
- Participate in educational and training programs presented.
- If requested by LGE, attend events (“Appearances”).

6. You agree that LGE may post, re-post, upload, and otherwise re-use any of Your Content at any time, without compensation other than what is provided in the Ambassador Terms. You acknowledge and agree that You are responsible for:

- Any and all activity undertaken in connection with Your participation in the Program;
- Maintaining Your Accounts to ensure compliance with all applicable laws, rules, regulations and policies (collectively, the “Law”), including providing any notifications to followers as necessary to effect compliance with Law;
- Conducting Yourself at all times with the highest degree of professionalism, behaving in a legal, ethical and business-like manner and maintaining the highest standards of integrity, honesty and responsibility in Your dealings with LGE, its staff, customers and sales representatives;



- Presenting and demonstrating LGE Products in a positive, truthful and sincere manner and not engaging in any activity or action that may damage LGE's reputation or the reputation of its products or services;
- Not using LG, or any trademarks, copyrighted materials, or other Intellectual Property of LGE in any advertising, social media, or in literature other than material published by LGE, without first obtaining the express written permission of LGE; and
- Complying with the Ambassador Terms, and LGE's terms of use and privacy policy.

7. Prohibitions/ Restrictions. The Ambassador agrees and understands that if any Content posted by or associated with Ambassador is deemed offensive or inappropriate, that Ambassador will be deemed, at the sole discretion of LGE, ineligible to participate in the Program. The Ambassador will then be disqualified from receiving any further commission, recognition, communication or compensation from LGE. Ambassador will also be disqualified in the event it takes any of the following actions, each a material breach of the Ambassador Terms:

- Makes any representations or warranties on behalf of LGE, other than the ones contained in LGE's marketing and promotional information;
- Fails to comply with any of the Ambassador Terms
- Promotes LGE Products through unsolicited or spam emails or otherwise violates any Laws regulating electronic communications;
- Engages in, promotes, or contributes to, or creates a platform for, the publishing, hosting, or promotion of sexually explicit materials, scantily clad images or video, violence, discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, or of any content that is unlawful, harmful, threatening, defamatory, obscene, harassing or otherwise objectionable to LGE in LGE's sole discretion;
- Transmits messages or images inconsistent with the positive images and/ or good will with which LGE wishes to associate;
- Engages in, promotes, or contributes to any activity, software, or materials that may divert commissions from other participants in the Program;
- Engages in, promotes, or contributes to any illegal activity or violates LGE's or any third party's legal rights, and/ or intellectual property rights;
- Engages in "spam" advertising, sends unsolicited commercial email, posts commercial messages to any forum that prohibits such messages, or engages in any other advertising or marketing practices that are deceptive, misleading, fraudulent, or otherwise objectionable in LGE's sole discretion. You may not present LGE's banners, images or videos as if they are Your own or any other site's (which is usually referred to as copyright or trademark infringement, and is illegal) as it may cause a customer to opt-in thinking they are signing up to receive LGE communications rather than Yours;
- Posts any links to the LGE website or any other LGE platform on Reddit.com or any sub-page, sub-domain, or sub-thread thereof;
- Creates or links to a website that copies, resembles, has the look and feel of or creates the impression that it is the LGE website or any other platform of LGE;
- Reads, intercepts, records, redirects, interprets or fills in the contents of any electronic form or other materials submitted to LGE by any person or entity;
- Uses any promotional coupon or code that is not provided to Ambassador by LGE for the Program, or runs any ad with any of LGE's URLs offering brand ambassador commissions;



- Sells or re-sells any of the LGE Products, or offers a cash incentive or discount on LGE Products as a means of promotion; or
- Takes any action (or fail to take an action), that is deemed to be unsuitable to LGE, in its sole discretion.

8. Rights of LGE. LGE reserves the right to preview Ambassador's Content from time to time upon request and reserves the right to request changes to and/or removal of Content in its sole discretion. We have the right to monitor Your Accounts at all times to ensure that Your Accounts comply with the Ambassador Terms, the Law, and any other requirements. We may notify You of any changes to Your Content or Accounts that we feel should be made. Without limiting our rights as stated herein, we may terminate Your participation in the Program if You do not make any changes to Your Account that we feel are necessary or appropriate. We reserve the right to terminate Your participation in the Program immediately and without notice to You should we suspect that You have committed fraud or otherwise violated the Ambassador Terms. If such fraud or abuse is detected, LGE shall not be liable to You for any commissions for such fraudulent sales.

9. Independent Contractor. By entering into the Ambassador Terms, You agree that:

- You are customarily engaged in an independent business providing marketing and brand ambassador services, and are not an employee of LGE. Therefore, You are not entitled to any benefits provided by LGE to its employees, including, without limitation, worker's compensation benefits or group insurance. Nothing in the Ambassador Terms should be construed to create an employer-employee relationship or any other relationship other than that of an independent contractor.
- LGE will not have control or exercise direction over the methods by which You perform the Services. You are responsible for creating content and determining when Your Content will be shared, with the exception of time-sensitive projects as identified by LGE
- You are responsible for Your own federal, state and local income, social security, unemployment, sales, disability and any other applicable local, state or federal taxes arising out of Your performance of Services under the Ambassador Terms. If applicable, LGE will report amounts paid to You by filing Form 1099-Misc. with the Internal Revenue Service, as required by Laws.
- You understand and agree that LGE will not withhold or make payments for social security, unemployment insurance or disability insurance contributions on Your behalf. You agree to indemnify and defend LGE against any and all such taxes or contributions. You are also responsible for all costs, liabilities and expenses You may incur in connection with performing Services under the Ambassador Terms.

10. Payment.

a. Payment for Services. In consideration of the Promotional Services and rights granted to LGE with respect to Content, Ambassador will be compensated as follows:



- Free LGE Branded Merchandise, at LGE's discretion, the value and amount of which shall be determined by LGE.

11. Intellectual Property. All LG trade names, trademarks, logos, slogans, domain names, trade dress, coupons, hypertext links, promotional codes, designs, works of authorship, and other advertising and marketing material (collectively, the "LG Intellectual Property") is the property of LGE, and You will not use such LG Intellectual Property except in the form provided to You through the Program, and solely for the purpose and in the manner specifically authorized by LGE.

- Unless and only to the extent explicitly authorized by LGE, You will not modify any LG Intellectual Property or use any modified or derivative version of any LG Intellectual Property.
- Unless and only to the extent explicitly authorized by LG, You will not purchase, use or register any domain name, or any social media profile name, handle, or moniker, that comprises or incorporates any BF Intellectual Property or any variations, derivatives or misspellings thereof
- You will not publish, host, or promote any LG Intellectual Property or other material that misrepresents Your relationship with LGE or implies that You are an official site, authorized dealer, or otherwise specially connected with or sponsored by LGE. Without limiting the foregoing, You will not publish, host, or promote any press releases, print advertising, or co-branding items that reference LGE or make use of any LG Intellectual Property or any variations or derivatives thereof, except to the extent expressly authorized by LGE.
- You agree that any and all content, photos, videos, verbiage, pictures, writings, other work product and/ or works of authorship generated as part of the content or otherwise related to the work that You do for LGE (collectively, the "Content") shall be sole and exclusive property of LGE, and You irrevocably assign to LGE all right, title and interest in any Content that You create, or to which You contribute, including all intellectual property rights contained therein. You acknowledge and agree that LGE is expressly authorized to use Your name, likeness, voice, signature, photograph, image, distinctive appearance, gestures or mannerisms as part of any Content, such use will not constitute an infringement of any of Your rights, and all Your rights relating to or embodied in any Content are hereby waived.
- LGE may post any and all of the Content on social media outlets (including but not limited to YouTube, Facebook and Instagram) at its discretion, in perpetuity, at no charge. You acknowledge and agree that all Content was specially requested by LGE, and further agree that it shall be considered a work made for hire within the meaning of the copyright laws of the United States (together with any modifications, improvements or enhancements). LGE may use and/or re-use the Content, alone or with other material, in its sole discretion, without any obligation to give You any ownership, credit or remuneration.

12. Confidential Information. LGE may disclose to You confidential or proprietary information and trade secrets from time to time (collectively, "Confidential Information"). LGE's Confidential Information includes, without limitation, all non-public or proprietary information and LG



Intellectual Property, including, but not limited to specifications and other proprietary information. You agree to hold all Confidential Information in the strictest confidence and not to disclose the Confidential Information to any third party. You agree that LGE is (and will remain) the sole and exclusive owner of all right, title and interest in and to the Confidential Information, and all LG Intellectual Property. You further agree that You will not and will cause any employees and other agents to not, use BF's Confidential Information for the benefit of anyone other than LGE. You agree not to use LGE's Confidential Information for any purpose except in the performance of Your obligations under the Ambassador Terms.

13. Term; Termination. The term of the Ambassador Terms shall begin upon submission of Your application and continue until December 31, 2023 unless sooner terminated, with the Services subject to reasonable adjustment in LGE's discretion. The Ambassador Terms may be terminated by LGE immediately at any time, with or without cause, upon LGE's written notice to You; and by You upon fifteen (15) days written notice by You to LGE. Ambassadors who do not follow the applicable requirements can be subject to termination, suspension, or their commissions being held until all requirements are followed. The obligations related to Confidential Information will continue perpetually after the termination of the Ambassador Terms.

14. Third Parties. LGE recognizes that, as an independent contractor, You are available to perform services for entities other than LGE. You agree to notify LGE of any other arrangements. Moreover, You warrant and represent that there is no conflict or potential conflict of interest between Your performance of Services under the Ambassador Terms and the performance of services under other contracts for services or as an employee of other entities and will ensure that no such conflict arises. Without limiting the foregoing, You agree to promptly notify LGE if and when You are engaged to perform substantially similar services with respect to a competing brand of products.

15. Indemnity. You will at all times defend, indemnify and hold harmless LGE (including, without limitation, all related and affiliated entities and their respective directors, officers, shareholders, agents and representatives) from and against any and all claims of whatever nature, including without limitation: (i) any violation of Law committed by You or Your agents; and/ or (ii) Your participation in the Program, and/ or Your breach of any obligation, representation or warranty set forth in the Ambassador Terms. Your obligation to indemnify and defend LGE as set forth in this Section shall include reimbursement of any and all legal fees and related costs and expenses incurred by LGE in connection with any such claim.

16. Limitation of Liability. **LGE WILL NOT BE LIABLE TO YOU UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR GOODWILL OR ANTICIPATED PROFITS OR LOST BUSINESS), EVEN IF LGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

17. Disclaimer. **LGE MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING LG'S WEBSITE(S) OR ANY OTHER WEBSITES MAINTAINED AND OPERATED BY BF OR THE PRODUCTS OR SERVICES PROVIDED THEREON OR OTHERWISE OFFERED BY BF, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-**





**INFRINGEMENT ARE EXPRESSLY DISCLAIMED AND EXCLUDED. IN ADDITION, BF MAKES NO REPRESENTATION THAT THE OPERATION OF ANY BF WEBSITE WILL BE UNINTERRUPTED OR ERROR FREE, AND LGE IS NOT LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.**

18. Modification. LGE may change the Ambassador Terms in the future. Unless the Ambassador Terms or Law specify/(ies) otherwise, we will give You thirty (30) days prior notice of any significant change to the Ambassador Terms. If You find the change unacceptable, You have the right to terminate the Agreement. However, if You continue to receive the benefits of the Agreement after the end of the notice period of the change, You will be considered to have accepted the changes. You may not modify the Ambassador Terms by making any typed, handwritten, or any other changes to them for any purpose.

19. Miscellaneous. The Ambassador Terms contain the entire agreement with respect to Your independent contractor relationship with LGE and supersede any prior verbal and/or written agreements or representations regarding said relationship, and will be governed by the laws of the State of Florida (without regard to conflict of law principles). All disputes, claims or controversies arising out of or in any way relating to the Ambassador Terms, shall be governed by, construed under, and enforced in accordance with the laws of the State of New Jersey, without regard to conflict of laws principles. Both parties agree to resolve all disputes related to the Ambassador Terms, to the fullest extent permitted by law, by final, binding and confidential arbitration in the State of New Jersey, conducted by JAMS, Inc. ("JAMS") by a single neutral arbitrator. JAMS' current streamlined arbitration rules are available at <https://www.jamsadr.com/rules-streamlined-arbitration/>. By agreeing to this arbitration procedure, You agree to waive the right to resolve any such dispute through a trial by jury or judge or by administrative proceeding. All claims, disputes, or causes of action under the Ambassador Terms, whether by You or LGE, must be brought in an individual capacity, and shall not be brought as a plaintiff (or claimant) or class member in any purported class or representative proceeding, nor joined or consolidated with the claims of any other person or entity. The arbitrator may not consolidate the claims of more than one person or entity, and may not preside over any form of representative or class proceeding. The Ambassador Terms are made under the provisions of the Federal Arbitration Act (9 U.S.C., Sections 1-14) ("FAA") and will be construed and governed accordingly. The parties agree that the procedural and the substantive provisions of the FAA shall apply. Nothing herein shall prevent any party from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. Both parties may conduct discovery to the same extent as would be permitted in a court of law. The arbitrator shall issue a reasoned, written decision that explains the legal and factual basis for the arbitrator's decision on all claims and defenses presented to the arbitrator. The arbitrator shall have the full authority to award all relief and remedies which would otherwise be available in a court of law, including, but not limited to, monetary damages, attorneys' fees, costs, and exemplary damages when authorized by applicable law. Any awards or orders in such arbitrations may be entered and enforced as judgments in the federal and state courts of any competent jurisdiction. LGE agrees to pay all fees, costs, or other charges unique to arbitration including, but not limited to, the arbitrator's fees. Otherwise, LGE and You shall each be responsible for its/Your own costs and expenses in connection with the arbitration. The Ambassador Terms can be amended only by a written agreement signed by You and LGE. Each party agrees to do all such acts, matters and things and shall sign or execute and deliver all such documents as may in the reasonable opinion of the other party be necessary or expedient to further and more effectually carry into effect the provisions of the Ambassador Terms.