

**Official Rules**  
**“VMA Gift Bag Giveaway”**  
**Sponsored by**  
**MTV Networks, a division of Viacom International Inc.**

1. NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.
2. **Entry Period:** “VMA Gift Bag Giveaway” sweepstakes (the “Sweepstakes”) commences at 12:00:01 PM (ET) on October 9, 2009 and ends at 11:59:59 PM (ET) on October 23, 2009 (the “Sweepstakes Period”). All entries must be received by 11:59:59 PM (ET) on October 23, 2009.
3. **Eligibility:** This Sweepstakes is open to legal residents of the fifty (50) United States and District of Columbia. Entrants must be at least thirteen (13) years of age or older (except for legal residents of Maine who must be eighteen (18) years of age or older) at time of entry. Entrants who have not yet reached the age of majority in the jurisdiction in which they reside will need to obtain permission from their parent/legal guardian in order to enter Sweepstakes. Employees and their immediate families (*i.e.*, parents, spouse, children, siblings, grandparents, step parents, step children and step siblings) of MTV Networks, a division of Viacom International Inc. (“MTVN” or “Sponsor”), and its affiliated companies, sponsors, subsidiaries, advertising agencies and third party fulfillment agencies, and their respective agents, employees, officers, directors, successors and assigns (collectively, with MTVN, the “Released Parties”) are not eligible to enter Sweepstakes. By participating in this Sweepstakes, entrants: (a) agree to be bound by these Official Rules and by the interpretations of these Official Rules by MTVN, and by the decisions of MTVN, which are final in all matters relating to the Sweepstakes; (b) release and hold harmless the Released Parties against any and all claims, injury or damage arising out of or relating to participation in this Sweepstakes and/or use or misuse or redemption of the Grand Prize (as hereinafter defined); and (c) acknowledge compliance with these Official Rules.
4. **To Enter:** Visit <http://buzzworthy.mtv.com>, a web site owned and controlled by MTVN (the “Web Site”), and complete the fields on the online entry form. Entrants may enter the Sweepstakes only once during the Sweepstakes Period. Entrants must also electronically acknowledge and agree to the terms of MTVN’s Privacy Policy and Terms of Use and submit the online entry form as instructed. In the event of a dispute over who submitted a winning online entry, the authorized subscriber of the e-mail account used to participate in the Sweepstakes at the actual time of entry, will be deemed to be the entrant. The authorized account subscriber is defined as the natural person who is assigned an e-mail address by an Internet access provider, online service provider or other organization (e.g. business, education, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

All entries submitted in accordance with these Official Rules shall be referred to hereinafter as the “Eligible Entries”. All entries become the property of MTVN and will not be acknowledged or returned. The odds of winning the Sweepstakes depend on the number of Eligible Entries received.

5. **Grand Prize Winner Selection/Notification:** There will be one (1) grand prize winner (“Grand Prize Winner”) randomly selected from among all of the Eligible Entries on or about November 2, 2009. MTVN will make up to two (2) attempts over the 48 hour period following Grand Prize Winner selection to contact the potential Grand Prize Winner via the telephone number(s) or email address provided on his/her entry form. If potential Grand Prize Winner cannot be reached during the 48 hour period in which he/she is called (no messages will be left on answering machines or voicemail systems) or emailed, the potential Grand Prize Winner will be disqualified and an alternate Grand Prize Winner will be selected from among the remaining Eligible Entries received.
6. **Grand Prize Winner Verification:** The Grand Prize Winner must prove eligibility, including, without limitation, proof of age and residence within three (3) days of being notified as the potential Grand Prize Winner. In the event of non-compliance by potential Grand Prize Winner such potential Grand Prize Winner shall be disqualified and all privileges otherwise due as the Grand Prize Winner shall be terminated and an alternative potential Grand Prize Winner may be chosen from among all of the remaining Eligible Entries received in MTVN’s sole discretion. Grand Prize Winner must sign (his/her parent/legal guardian must sign if Grand Prize Winner is a resident of a jurisdiction that deems him/her to be a minor) within three (3) days of receipt of such documents from MTVN: (a) an affidavit of eligibility and release of Released Parties from any and all liability, loss, claims, demands, and causes of action for personal injury and/or damage, theft, loss, or any other harm suffered in connection with this Sweepstakes or the use/misuse or acceptance of any Grand Prize or any portion thereof to be eligible for the Grand Prize; and (b) except where prohibited by law, a promotional release granting Sponsor the right to use their name and likeness for advertising and publicity purposes without additional compensation. Entry into this Sweepstakes constitutes agreement to sign such releases. Grand Prize Winner also must acknowledge that Sponsor has not and will not obtain or provide insurance of any kind relating to the Grand Prize and that Grand Prize Winner will be responsible for obtaining and paying for any life, travel, accident, property or

other form of insurance relating to the Grand Prize. Grand Prize Winner must also complete any additional legal documents provided by MTVN (or third party on its behalf, if applicable) with respect to the Grand Prize and return them as instructed within the timeframe specified by MTVN or Grand Prize Winner may forfeit Grand Prize at MTVN's sole discretion. All decisions of MTVN relating to the Sweepstakes are final. MTVN expressly reserves the right to delay the announcement of the Grand Prize Winner for creative or technical reasons or for any other reason MTVN deems necessary.

7. **Grand Prize:** The Grand Prize Winner will receive one (1) official VMA talent gift bag (the "Grand Prize"), the contents of which shall be determined by MTVN in its sole discretion.

The total ARV of the Grand Prize is \$4,260.00 and is subject to change based on the current market conditions at the time of Grand Prize fulfillment. Any difference between the ARV and the actual value, if any, will not be awarded. The date for fulfillment of the Grand Prize will be on or around **November 11, 2009**, subject to programming requirements and such dates are subject to change in Sponsor's sole discretion. No substitution, transfer, assignment or cash equivalent of the Grand Prize or any portion thereof, will be permitted, except as provided below. Sponsors may substitute a prize or prize portion of equal or greater value if such prize/portion becomes unavailable. All costs and expenses not specifically listed above, including, without limitation, any travel and/or equipment to be used in connection with the Grand Prize are solely Grand Prize Winner's responsibility.

8. **General Prize Terms:** Arrangements for fulfillment of the Grand Prize will be made by MTVN. All costs and expenses not specifically listed above, including, without limitation, any equipment to be used in connection with the Grand Prize are solely Grand Prize Winner's responsibility. The value of the Grand Prize will be taxable to Grand Prize Winner as income. Grand Prize Winner must supply MTVN with his/her social security number for tax purposes. An IRS Form 1099 will be issued in the name of each Grand Prize Winner for the actual value of the Grand Prize received. Upon entry into the Sweepstakes, Grand Prize Winner (as well as all other entrants) is required to comply with any and all applicable federal, state, and local laws, rules, and regulations. All federal, state and local taxes, and any other costs not specifically provided for in these Official Rules is solely the Grand Prize Winner's responsibility. Sponsor shall have no responsibility or obligation to Grand Prize Winner or potential Grand Prize Winner who is unable or unavailable to accept or utilize Grand Prize as described herein.

No substitution, transfer or cash equivalent of the Grand Prize or any portion thereof permitted, except by MTVN, in which case a prize of comparable or greater value may be awarded.

9. **General Terms:** Noncompliance with any of these Official Rules may result in disqualification. ANY VIOLATION OF THESE OFFICIAL RULES BY THE GRAND PRIZE WINNER OR ANY BEHAVIOR BY THE GRAND PRIZE WINNER THAT WILL BRING SUCH GRAND PRIZE WINNER OR SPONSOR INTO DISREPUTE (IN SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH GRAND PRIZE WINNER'S DISQUALIFICATION AS THE GRAND PRIZE WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS THE GRAND PRIZE WINNER WILL BE IMMEDIATELY TERMINATED.

MTVN assumes no responsibility for incorrect or inaccurate entry information whether caused by any of the equipment or programming associated with or utilized in this Sweepstakes or by any human error which may occur in the processing of the entries in this Sweepstakes. MTVN is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or players on account of technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including, without limitation, any injury or damage to participant's or any other person's computer related to or resulting from participation or downloading any materials in this Sweepstakes. MTVN is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes, or in the announcement of the Grand Prize and Grand Prize Winner. If, for any reason, the Sweepstakes is not capable of running as planned, including, without limitation, changes in MTVN's on-air programming, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, MTVN reserves the right in their sole discretion to cancel, terminate, modify or suspend the Sweepstakes. Should the Sweepstakes be terminated prior to the stated expiration date, notice will be posted on <http://buzzworthy.mtv.com> and the Grand Prize may be awarded to a winner to be selected from among all Eligible Entries received up until and or after (if applicable) the time of modification, cancellation or termination or in a manner that is fair and equitable as determined by MTVN. All interpretations of these Official Rules and decisions by MTVN are final. No software-generated, robotic, programmed, script, macro or other automated online or text message entries are permitted. MTVN reserves the right in their sole discretion to disqualify any individual they suspect or find: (i) to have used a software-generated, robotic, programmed, script, macro or other automated online or text message entry; (ii) to have tampered with the entry process or the operation of this Sweepstakes; (iii) to be acting in violation of these Official Rules; (iv) to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; or (v) to have provided inaccurate information on any legal documents submitted in

connection with this Sweepstakes. CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. THE NEW YORK COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE SWEEPSTAKES AND THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THE SWEEPSTAKES. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THOSE COURTS. Entrants agree to indemnify and hold harmless the Released Parties from any and all liability resulting or arising from the Sweepstakes, to release all rights to bring any claim, action or proceeding against the Released Parties, and hereby acknowledge that said Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Grand Prize, including express warranties provided exclusively by a prize supplier that are sent along with the Grand Prize.

10. **Request for Name of Grand Prize Winner and Official Rules:** For the name of the Grand Prize Winner and/or Official Rules, send a self-addressed stamped envelope to:

MTV.com  
Attn: VMA Gift Bag Giveaway  
1515 Broadway, 17<sup>th</sup> Floor  
New York, NY 10036

All requests for a copy of the Official Rules and for the name of the Grand Prize Winner must be made by April 16, 2009. Please note on the front left-hand corner of your outer envelope whether you are requesting "Official Rules" or the name of the "Grand Prize Winner". Vermont residents may omit return postage if requesting a set of Official Rules.

11. **Sponsor:** This Sweepstakes is sponsored by MTV Networks, a division of Viacom International Inc., 1515 Broadway, New York, NY 10036.