Official Rules "MTV's Pics and Tix Contest" Sponsored by MTV

- 1. NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. A TWITTER AND/OR INSTAGRAM ACCOUNT AND INTERNET ACCESS ARE REQUIRED FOR ENTRY. VOID OUTSIDE OF THE FORTY-EIGHT (48) CONTIGUOUS UNITED STATES AND THE DISTRICT OF COLUMBIA AND WHERE PROHIBITED OR RESTRICTED BY LAW. NO TRAVEL OR OTHER EXPENSES WILL BE PROVIDED AS PART OF THE PRIZES.
- 2. **Promotion Period/Entry Period:** "MTV's Pics and Tix Contest"" (the "Sweepstakes") commences at 12:30:01 PM Eastern Daylight Time ("EDT") on April 22, 2017 and ends at 12:59:59 PM (EDT) on April 23, 2017 (the "Promotion Period Period") and there will be two (2) distinct entry periods (each, an "Entry Period"), as follows:

<u>Day One (Saturday, April 22, 2017)</u>: Entries must be received between 1:00:01 PM (EDT) and 11:59:59 PM (EDT) for a chance to win concert tickets for Ed Sheeran, The Chainsmokers, Shawn Mendes and Future (note: concert list is subject to change), and

<u>Day Two (Sunday, April 23, 2017)</u>: Entries must be received between 1:00:01 PM (EDT) and 11:59:59 PM (EDT) for a chance to win concert tickets for Lady Gaga, Justin Bieber, Enrique Iglesias & Pitbull, and The 1975.

All entries must be received by 11:59:59 PM (EDT) on April 23, 2017.

- 3. Eligibility: This Sweepstakes is open to individuals who are legal residents of one (1) of the forty-eight (48) United States or District of Columbia and who are at least eighteen (18) years of age at the time of entry. If a participant is at least eighteen (18) years of age but deemed a minor in his/her jurisdiction of residence ("Qualifying Minor"), he/she must obtain parental/legal guardian consent prior to entering the Sweepstakes. Employees and their immediate families (i.e., parents, spouse, children, siblings, grandparents, step parents, step children and step siblings) of Viacom International Inc. ("Sponsor"), Twitter Inc. ("Twitter"), Instagram, LLC ("Instagram"), the recording artists associated with this Sweepstakes and their respective record labels, Live Nation and each of their respective affiliated companies, subsidiaries, advertising agencies, prize providers and third party fulfillment agencies (collectively, the "Sweepstakes Entities") are not eligible to enter this Sweepstakes. By participating in this Sweepstakes, entrants: (a) be bound by these Official Rules and by Sponsor's Privacy Policy as published http://www.mtv.com/legal/privacy and by the interpretations of these Official Rules by the Sponsor, and by the decisions of the Sponsor, which are final in all matters relating to this Sweepstakes; (b) release, indemnify, and hold harmless each of the Sweepstakes Entities and each of their respective members, managers, related financing entities, agents, employees, officers, directors, successors and assigns, from 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 a Prize (as hereinafter defined); and (c) acknowledge compliance with these Official Rules and the decisions of the Sponsor, which are final and binding. Sweepstakes is subject to all applicable federal, state and local laws.
- 4. **To Enter:** (a) Tune into MTV between the hours of 12:30 PM and 6:00 PM (EDT/PDT/MDT) [11:30 AM and 5:00 PM CDT)] on Saturday April 22, 2017 and/or Sunday, April 23, 2017 (the "Sweepstakes Programming Block") and look for special messaging indicating that there is a chance to win tickets to a concert featuring one of the following headlining artists (each an "Artist"): At the time of drafting of these Official Rules the Artists to be featured are (Lady Gaga, Justin Bieber, Enrique Iglesias & Pitbull, The 1975, Ed Sheeran, Future, Shawn Mendes, and The Chainsmokers) (the "Sweepstakes Prompt(s)") during the scheduled commercial breaks. The Sweepstakes Prompts will be aired during the

Sweepstakes Programming Block on each of April 22, 2017 and April 23, 2017 and will display an on-air graphic which reads "WINNER! WINNER! WINNER!), then (b) follow the Sweepstakes Prompt calling for viewers to submit a "selfie" in front of their TV screens with the Sweepstakes Prompt in the background (the "Photo"), and (c) share the Photo from vour Twitter or Instagram account along with the hashtag #MTVTixContest (the "Sweepstakes Hashtag") to count as one (1) "Entry". There will be approximately eight (8) different Sweepstakes prompts aired throughout the Sweepstakes Programming Block. In addition, there will be approximately 32 "teaser" messages ("Teaser Messages" during each of the Entry Periods (e.g. "Want Bieber Tix? Keep watching" or "Sorry...Not sorry. No Bieber tix just yet"). "Entries" containing the Teaser Messages will be disqualified. Entries must be submitted during the Entry Period from either your own Twitter or Instagram account. You will need to create a Twitter or Instagram account if you don't already have one. Membership on Twitter and Instagram is free (as of the date of publication of these Official Rules), and registration for Twitter can be obtained by logging on to http://www.twitter.com (the "Twitter Web Site") and following the onscreen instructions to open an account.). Registration for Instagram requires downloading the free application to your mobile device and following the on-screen instructions to create a new account. By submitting an Entry to this Sweepstakes via Twitter or Instagram along with the hashtag #MTVTixContest YOU AGREE TO THESE OFFICIAL RULES at picsandtix.mtv.com. In addition, all entries must be submitted in compliance with the Terms of Service of Twitter (https://twitter.com/tos), if submitting an entry via Twitter and in compliance with the Terms of Service of Instagram (http://instagram.com/about/legal/terms/), if submitting an entry via Instagram. You are required to follow @MTV on Twitter and/or Instagram (depending on your method of entry) so you can see updates and announcements relating to the Sweepstakes, including, the Winner's announcement to see if you've won (pending verification) in addition to the winner notification described in Section 5 below. Your account settings must be set to "public" in order for your Entry to be viewable and received by Sponsor. Please note that if you do not respond to the winner notification described in Section 5, you will be disqualified and another Winner may be selected. You must submit your Entry in accordance with the instructions above during the Entry Period to count as one (1) Entry. Limit five (5) Entries per person per day of the Sweepstakes however any sort of automated Entry sent via a bot is strictly prohibited. Any entrant suspected or found to be submitting automated Entries of any kind will be disqualified.

PLEASE NOTE THAT ANY AND ALL PHOTOS AND METADATA SUBMITTED FOR THIS SWEEPSTAKES MAY BE PUBLICLY VIEWABLE. IN ADDITION, ENTRANTS ACKNOWLEDGE THAT THEIR ENTRIES MAY BE RETWEETED OR REPOSTED BY THE PUBLIC OR OPEN TO PUBLIC COMMENTARY, FOR WHICH SPONSOR SHALL NOT BE LIABLE.

Entrant agrees: (a) that he/she has all rights to the contents of the Entry all components thereof, and that entrant has obtained all rights, consents and permission, necessary to grant the rights granted herein; (b) that the Entry does not and will not violate any law, statute, ordinance or regulation; (c) that the Entry is free and clear of any liens or claims with respect to the use of the Entry in the manner authorized herein and will not give rise to any claims of infringement, invasion of privacy or publicity or claims, or infringe on any rights or interests of any third party, or give rise to any claims for any payment whatsoever, including but not limited to claims for re-use fees or residuals; and (iv) that the Entry is not and will not be defamatory, trade libelous, pornographic or obscene.

Entrant shall retain all copyright in and to his/her Entry; <u>provided</u>, however that entrant agrees that by entering into this Sweepstakes he/she is granting Sponsor (and its subsidiaries and affiliates and affiliated broadcast stations and networks, successors and assignees and licensees) the non-exclusive, worldwide irrevocable right and license, but not the obligation, to exhibit, broadcast, copy, reproduce, encode, compress, encrypt, incorporate data into, edit, dub, superimpose, rebroadcast, transmit, record, publicly perform and distribute and synchronize in timed relation to visual elements, the Entries and/or any portions or excerpts thereof, in any manner, an unlimited number of times, in any and all media, now known or hereafter devised for any purpose, throughout the world in perpetuity. Sponsor may use the Entries (or any portion thereof, including, without limitation an entrant's Twitter or Instagram screen name) to

advertise, promote and publicize, the Sweepstakes, Sponsor's business, products and worldwide programming services and/or Sponsor's websites in all media throughout the universe and may authorize others to do so; such advertising, promotion and publicity may include portions and excerpts, in addition to cut-in, synchronized, dubbed and superimposed versions of the Entries. The undersigned acknowledges that Sponsor may use the Entries in accordance with the permission granted herein without any payment to the undersigned or any third party.

Entrants agree that Entries shall not contain, include or involve any of the following:

- Gratuitous obscenity
- Crude, vulgar or offensive pictures, depictions, images, language and/or symbols
- Gang signs or symbols
- Excessive, extreme or gratuitous violence
- Glamorization of illegal drug or alcohol use
- Commercial products (e.g., clothing, toys, food) and/or their trademarks, brands, logos or endorsements
- Unauthorized trademarks and copyrighted material (e.g., music, etc.)
- License plates, phone numbers, personal addresses physical or email or otherwise
- Website or web page links
- Content cannot contain materials embodying the likenesses, photographs, or other indicia identifying any person who is a minor (except for the entrant) or any person, living or dead, without
- Derogatory characterizations of any ethnic, racial, sexual or religious groups, humiliate other people (publicly or otherwise), any assault or threatening of others
- Trespass or the violation of other people's rights or property
- Illegal (e.g., discriminatory, harassing) or inappropriate activity, behavior or conduct (e.g., inflicting emotional distress)
- Conduct or activities in violation of these Official Rules
- Any other content, display, materials and/or images that is or could be considered inappropriate, unsuitable or offensive, as determined by Sponsor in its sole discretion
- Any person other than the entrant

Language and themes contained in Entries will be evaluated by Sponsor based on content and societal acceptability.

Sponsor is not obligated to, use, publish, display or broadcast any submitted Entries (in whole or in part). Entrant acknowledges that Sponsor will rely on such entrant's agreement and compliance with these Official Rules when entrant submits or attempts to submit the entry. Sponsor reserves the right to reject any Entries that it deems, in its sole discretion, to violate any of its standards and practices policies or the terms and conditions set forth in these Official Rules. Sponsor may modify or edit any materials related to an Entry or request entrants to do so, so that such materials meet such guidelines.

In submitting an Entry into this Sweepstakes, each entrant agrees to, confirms and represents to Sponsor that neither he/she nor anyone else has engaged or taken part in (or induced or encouraged anyone else to do so) in any activity or conduct in connection with this Sweepstakes that: (i) may or is likely to harm or create a risk of harm, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to any person, other living thing or any property; (ii) may/or is likely to create a risk of any other loss or damage to person, living things or property; (iii) is or may constitute a crime, unlawful or non-consensual activities (e.g., conduct that could lead to criminal prosecution), tortuous conduct (e.g., conduct that could lead to civil prosecution) or the violation or infringement of the rights of any other party; or (iv) violates any of the terms or conditions of these Official Rules. Entrant further confirms that he/she has obtained all rights, consents and permission, including, but not limited to, those of persons appearing in the Photo necessary to grant the rights granted herein and shall, provide, at Sponsor's request, written documentation confirming such rights, consents and permission.

All Entries submitted in accordance with these Official Rules shall be hereinafter referred to as "Eligible Entries". In the event of a dispute over who submitted a winning Entry, the authorized subscriber of the Twitter or Instagram account, as applicable, used to participate in the Sweepstakes at the actual time of entry will be deemed to be the entrant and, if selected as a Winner, will be the sole recipient of the Prize. The authorized account subscriber is defined as the natural person who is assigned a Twitter account by Twitter or an Instagram account by Instagram. All Entries become the property of Sponsor and will not be acknowledged or returned. Important note: If your Twitter or Instagram account is set to "protected mode," your updates/responses may not be visible in the Sponsor's Twitter/Instagram accounts and may therefore not be received by Sponsor unless you previously consented to permit Sponsor to see the your Twitter updates. If you opt to use Twitter or Instagram via your wireless mobile device (which may only be available via participating wireless carriers and is not required to enter the Sweepstakes), standard text messaging and/or data rates may apply for each message sent or received from your handset according to the terms and conditions of your services agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Sweepstakes. Participation in this Sweepstakes by mobile device means that you understand that you may receive additional messages by mobile device relating to this Sweepstakes, including notifying you if you are the Winner, which may be subject to charges pursuant to your carrier's rate plan. Text messaging may not be available from all mobile phone service carriers and handset models. Mobile device service may not be available in all areas. Check your mobile device's capabilities for specific instructions.

5. **Winner Selection/Notification:** At the end of each of the Entry Periods, Sponsor will select the) winners (the "Winner(s)") at random from among all Eligible Entries received for the applicable Entry Period. There will be four (4) Winners selected on April 23, 2017 for a total of eight (8) Winners. Sponsor will make up to two (2) attempts over the twelve (12) hour period following the potential Winners' selection to contact each potential Winner via tweets, comments and/or direct messaging to the potential Winner's Twitter account (if the winning Entry was submitted via Twitter) or via comments or Instagram Direct messaging to the potential Winner's Instagram account (if the winning Entry was submitted via Instagram). If a potential Winner cannot be reached directly during the twelve (12) hour period in which he/she is being contacted, such potential Winner will be disqualified and an alternate Winner will be selected from among the remaining applicable Eligible Entries received. This process will be repeated until a potential Winner responds, as time permits, in Sponsor's sole discretion. Sponsor reserves the right to select an alternate potential Winner from among the Eligible Entries received in the event that a potential Winner fails to comply with these Official Rules.

The final determination of the Winners shall be in the sole and absolute discretion of Sponsor. Sponsor reserves the right to extend the Entry Period or to not select fewer than the projected number of Winners if Sponsor determines, in its sole and absolute discretion that there are an insufficient number of Eligible Entries. To the extent permitted by law, Sponsor disclaims any liability from, and entrants, whether or not a Winner, agree to waive, any claims against Sponsor relating to the selection or awarding process. Sponsor reserves the right to select an alternate Winner in the event that an originally selected Winner fails to comply with these Official Rules.

6. Winner Verification. Each potential Winner must prove eligibility, including, without limitation, proof of age and residence, social security or resident alien identification number, within twenty-four (24) hours of being notified as the potential Winner. In the event of non-compliance by the potential Winner such potential Winner shall be disqualified and all privileges otherwise due as a Winner shall be terminated and an alternate potential Winner may be chosen from among all of the remaining Eligible Entries received, if time permits, in Sponsor's sole discretion. Winner (or his/her parent or legal guardian if such Winner is deemed to be a Qualifying Minor) must sign within three twenty-four (24) hours of receipt of such documents from Sponsor: (a) an affidavit of eligibility and release of each of the Sweepstakes Entities 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 and (b) except where prohibited, a promotional release granting Sponsor the right to use his/her name and likeness, signature, voice and biography for advertising and publicity purpose without additional compensation. Winner agrees to the foregoing and in addition Winner agrees to obtain, upon request of Sponsor any additional documentation and releases necessary to prove his/her unrestricted ownership in all materials contained in his/her entry and Sponsor's right to use such entry, in whole or in part, without limitation in all media and for any purpose whatsoever without compensation or further obligation to the Winner. Entry into this Sweepstakes constitutes entrant's agreement to sign such releases. In addition, if selected as a Winner, entrant must also complete (or his/her parent or legal guardian if such Winner is deemed to be a Qualifying Minor) any additional legal documents provided by Sponsor (or third party on its behalf, if applicable) with respect to the Prize awarded and return them as instructed within the time frame specified by Sponsor or Winner may forfeit the prize at Sponsor's sole discretion. Sponsor expressly reserves the right to delay the announcement of the Winners for creative or technical reasons or for any other reason Sponsor deems necessary. The affidavit of eligibility provided prior to the receipt of a Prize must be complete and must include Winner's (or his/her parent's or legal guardian's if such Winner is deemed to be a Qualifying Minor) social security or resident alien identification number.

ANY VIOLATION OF THESE OFFICIAL RULES BY A POTENTIAL WINNER (AS DETERMINED IN SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH POTENTIONAL WINNER'S DISQUALIFICATION FROM THE SWEEPSTAKES AND ALL PRIVILEGES AS THE WINNER WILL BE IMMEDIATELY TERMINATED

7. **Prizes (4):** Each Winner will receive one (1) pair of tickets to one (1) of the following concerts: Future, The Chainsmokers, Ed Sheeran, Lady Gaga, Enrique Iglesias & Pitbull, The 1975, Justin Bieber or Shawn Mendes in a location in close proximity to Winner's place of residence (each, an "Event"). The awarded Event will correspond to the Artist referenced on-screen in the Photo submitted in Winner's winning Entry (the "Prize(s)").

Notwithstanding the foregoing, Event tickets are subject to availability and Artist's confirmed tour locations and dates. Sponsor will endeavor to award Winner with tickets to the Event featuring the Artist identified in Winner's winning Entry however, if for any reason, Sponsor is unable to provide Winner with tickets to Winner's preferred Event for any reason, Sponsor reserves to awarded a prize of equal or greater value, including a cash prize of up to a maximum of \$500.00. If the Winner is a Qualifying Minor, the Prize will be awarded in the name of Winner's parent or legal guardian. All details related to the Prize not specified herein shall be determined by Sponsor in its sole discretion. The total value of all prizes to be awarded in this sweepstakes is up to \$4,000.00. No substitution of the Prize is permitted, except by Sponsor, in

which case a prize of comparable or greater value may be awarded. Transportation to the Event is at the sole cost and responsibility of Winner.

A potential Winner is not a recipient of the Prize until he/she has been verified as the Winner by Sponsor. Arrangements for fulfillment of the Prizes will be made solely by Sponsor. The tentative date for fulfillment of the Prizes is between April and September 2017, however the exact date will be determined based on Event dates and the actual Prize awarded to Winner. Sponsor shall have no responsibility or obligation to any Winner or potential Winner who is unable or unavailable to accept or utilize the Prize as described herein. Guest accompanying Winner to the awarded Event must be at least the age of majority to partake in the Prize. Winner and his/her guest must present valid U.S. Government issued photo ID's to partake in the Prize. Guest of Winner must complete and return a Liability and Publicity Release prior to prize fulfillment. The value of the Prize may be taxable to the Winner as income. Winner may need to supply Sponsor with his/her social security number for tax purposes. An IRS Form 1099 may be issued in the name of the Winner for the actual value of the Prize received. Upon entry into the Sweepstakes, Winners (as well as all other entrants) are required to comply with any and all applicable federal, state, and local laws, rules, and regulations. All federal, state and local taxes (if any), and any other costs and expenses associated with the Prize not specifically provided for in these Official Rules, , including, without limitation, transportation to/from prize-related events, accommodations, food, beverages and souvenirs, e solely Winner's responsibility. Sponsor shall have no responsibility or obligation to the Winners or any potential Winner who is unable or unavailable to accept or utilize a Prize as described herein.

8. General Terms: Noncompliance with any of these Official Rules may result in disqualification. ANY VIOLATION OF THESE OFFICIAL RULES BY A WINNER OR ANY BEHAVIOR BY A WINNER THAT WILL BRING SUCH WINNER OR SWEEPSTAKES ENTITIES INTO DISREPUTE (IN SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS A WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED. The Sweepstakes Entities assume 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. Sponsor 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 Prizes and/or Winners. If, for any reason, the Sweepstakes is not capable of running as planned, including, without limitation, unauthorized intervention, fraud, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes. Should the Sweepstakes be terminated prior to the stated expiration date, the Prizes may be awarded to winners 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 Sponsor. All interpretations of these Official Rules and decisions by Sponsor are final. CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY 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 Sweepstakes Entities from any and all liability resulting or arising from the Sweepstakes, to release all rights to bring any claim, action or proceeding against Sweepstakes Entities, and hereby acknowledge that Sweepstakes Entities has neither made nor is in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prizes.

- 9. **Request for Names of Winners and/or Official Rules:** For the names of the Winners and/or Official Rules, send a self-addressed stamped envelope by June 23, 2017 to: ""#MTVTixContest" Attn: Rebekah Kaplan, MTV, 1515 Broadway, 23rd Floor, New York, NY 10036. Please note on the front left-hand corner of your outer envelope whether you are requesting "Official Rules" or the names of the "Winners". Vermont residents may omit return postage if requesting a set of Official Rules.
- 10. **Sponsor:** This Sweepstakes sponsored by Viacom Media Networks, a division of Viacom International Inc. on behalf of the MTV programming service, 1515 Broadway, New York, NY 10036. Twitter, Instagram, Live, Nation, Artists and their respective labels, agents and managers/management companies are not official sponsors of this Sweepstakes and are not, in any way responsible for the administration or conduct of the Sweepstakes, the verification of the Winners or the fulfillment of the Prizes.