Official Rules

"Sweet/Vicious Viewing Party Contest"

Sponsored by MTV

- 1. NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID OUTSIDE OF THE ELIGIBILITY AREA (DEFINED HEREINAFTER) AND WHERE PROHIBITED BY LAW.
- 2. Entry Period: The "Sweet/Vicious Viewing Party Contest" (the "Contest") commences at 12:00:01 AM Eastern Standard Time ("EST") on November 23, 2016 and ends at 11:59:59 PM (EST) on January 18, 2017 (the "Contest Period"). All entries must be received by 11:59:59 PM (EST) on January 18, 2017. Any entries received after the Contest Period will not be accepted and are void.
- 3. Eligibility: This Contest is open to legal residents of the fifty (50) United States and the District of Columbia (the "Eligibility Area") 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 ("Minor"), he/she must obtain parental/legal guardian consent prior to entering the Contest. Collective teams of up to fifteen (15) members are also permitted to enter one (1) team entry, provided that each member of the submitting group meets the eligibility requirements set forth in these Official Rules. Employees and their immediate families (i.e., parents, spouse, children, siblings, grandparents, step parents, step children and step siblings) of Viacom Media Networks, a division of Viacom International Inc. ("VMN" or "Sponsor"), Rape, Abuse & Incest National Network ("RAINN" or "Co-Sponsor") and each of their parent companies, subsidiaries and other affiliated companies, sponsors, advertising agencies and third party fulfillment agencies and their respective agents, employees, officers, directors, successors and assigns (collectively, the "Contest Entities") are not eligible to enter or win the Contest. By participating in this Contest, entrants: (a) agree to be bound by these Official Rules and by the interpretations of these Official Rules by Sponsor, and by the decisions of Sponsor, which are final in all matters relating to this Contest; (b) release and hold harmless the Contest Entities against any and all claims, injury or damage arising out of or relating to participation in this Contest and/or use or misuse or redemption of the Prize (as hereinafter defined) and (c) acknowledge compliance with these Official Rules.
- 4. **To Enter:** Entry into the Contest is via online only and requires participants to set up a customized fundraising page on the RAINN website (the "RAINN Website"). Participants are encouraged to utilize their individual talent and passion to raise funds for RAINN and share why

they care and what they are doing to make a difference for RAINN's stated purpose. Participants may access the RAINN Website by visiting SweetVicious.MTV.com (the "Contest <u>Website</u>") to be redirected to a page to access the Contest registration form. To enter, entrants must complete all required fields on the online Contest registration form to create a custom fundraiser page (each a "Fundraiser Page" and collectively, the "Fundraiser Pages"), including uploading a one (1) minute video describing why they are participating in the Contest (the "Video"). Fundraiser Pages may be submitted on behalf of an individual or a team; provided that, on the registration form for a team entrant, the team must identify an individual as the team representative for this Contest (the "Team Representative"). Any notification to the team will be made to the team representative only. The term "entrant" shall be used herein interchangeable to refer to either an individual entrant or a team entrant. After completing all required fields on the online registration form, participants will be required to agree to these Official Rules and to the terms of service of the RAINN Website. Completion, submission and acceptance by Co-Sponsor of a Fundraiser Page, together with the acceptance of these Official Rules shall constitute an "Entry" into the Contest. All Entry information collected during the entry process for this Contest will be used by Sponsor and RAINN in accordance with their respective privacy policies at http://www.mtv.com/sitewide/legal/privacy.jhtml and https://www.rainn.org/privacy-policy, respectively, as amended. In the event of a conflict between the terms of the privacy policies and these Official Rules, the Official Rules shall control. Limit one (1) Entry per person, regardless of whether such person submits an individual Entry or participates in a team Entry. In the event of a dispute over the identity of the Winner (hereinafter defined), the authorized subscriber of the e-mail account used to register the winning Fundraiser Page at the actual time of entry, whether the individual entrant or the team representative for a team entrant, 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 collectively hereinafter referred to as the ("Eligible Entries").

Content of Entries must comply with the following guidelines to be eligible:

- Content cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, illegal (e.g., discriminatory, harassing) or display inappropriate activity, behavior or conduct (e.g., inflicting emotional distress) or contain nudity;
- Content cannot promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;

- Content cannot be obscene or offensive, crude or vulgar, endorse any form of hate or hate group, gang signs or symbol;
- Content cannot defame, misrepresent or contain disparaging remarks about other people or companies, including actors in the movie contestant is discussing;
- Content cannot contain trademarks, logos or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, or advertise or promote any brand or product of any kind without permission, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses, websites, webpage links or street addresses;
- Content cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media), without permission, or trespass or the violation of other people's rights or property;
- Content cannot contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission; and
- Content cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor or Co-Sponsor wishes to associate; Content cannot depict and cannot itself be in violation of these Official Rules, of any law or otherwise.

An Entry that is otherwise deemed inappropriate by Sponsor or Co-Sponsor, in their sole discretion, due to any other conduct, language or other context will be disqualified.

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

Entrant agrees: (a) that he/she has all rights to the contents of the Entry and 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 (d) 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 Contest, he/she is granting Sponsor and Co-Sponsor, (and any and all

of Sponsor's and Co-Sponsor's respective 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, his/her Entry 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 and Co-Sponsor may use the Entries (or any portion thereof) to advertise, promote and publicize the Contest, Sponsor's and/or Co-Sponsor's business, products and worldwide programming services and/or Sponsor's or Co-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 cutin, synchronized, dubbed and superimposed versions of the Entries. Entrant acknowledges and agrees that by submitting an Entry that Sponsor and Co-Sponsor may use such Entry in accordance with the permission granted herein without any payment to the undersigned or any third party.

Neither Sponsor nor Co-Sponsor is obligated to, use, publish, display or broadcast any submitted Entries (in whole or in part). Each entrant acknowledges that Sponsor and Co-Sponsor will rely on such entrant's agreement and compliance with these Official Rules when entrant submits or attempts to submit the Entry. Sponsor and Co-Sponsor reserves the right to reject any Entries that they deem, in their 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 Contest, each entrant agrees to, confirms and represents to Sponsor and Co-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 Contest 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 nonconsensual activities (e.g., conduct that could lead to criminal prosecution), tortious 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.

The Contest Entities assume no responsibility for any internal disputes among members of a team who are entered into the Contest with regard to an Entry, or any internal disputes among

the members of a Team that have collective interest in any Entry submitted in connection with this Contest. Such disputes will not be resolved by the Contest Entities. In the event that any such dispute or personnel change interferes with the operation of the Contest, Entrants and their collaborators involved in the dispute may be disqualified, in Sponsor's/Co-Sponsor's sole discretion.

- 5. Winner Selection/Notification: At the conclusion of the Contest Period, one (1) (the "Winner") will be determined based on the entrant (individual or team Entry) who has raised the highest dollar amount in donations to RAINN through their Campaign Page during the Contest Period. The individual or team responsible for the creation of the winning Campaign Page shall be deemed the "Winner." Sponsor will make up to two (2) attempts over the twenty-four (24) hour period following the Winner's selection to contact the potential Winner via the email address provided on his/her or team entry form. If a potential Winner cannot be reached during the twenty-four (24) hour period in which he/she is to be contacted by Sponsor, such potential Winner will be disqualified and an alternate Winner will be selected from among the remaining applicable Eligible Entries received, if time permits, as determined solely by Sponsor. If Sponsor selects an alternative Winner, the alternate Winner will be the entrant who raised the second highest dollar amount in donations to RAINN through their Campaign Page during the Contest Period, and so on until a Winner is selected. If Sponsor is unable to award the Prize after three attempts, the Prize will not be awarded.
- 6. Winner Verification: The potential Winner must prove eligibility, including, without limitation, proof of age and residence within twenty-four (24) hours of being notified as the potential Winner. In the event of non-compliance by a potential Winner, such potential Winner will be disqualified and all privileges otherwise due as a Winner will be terminated and an alternate potential Winner may be chosen from among all of the remaining applicable Eligible Entries received in Sponsor's sole discretion. Winner (and each participating member, if a team) must sign within twenty-four (24) hours of receipt of such documents from Sponsor: (a) an affidavit of eligibility and release of Contest 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 Contest or the use/misuse or acceptance of a Prize or any portion thereof to be eligible for a Prize; and (b) except where prohibited by law, a promotional release granting Contest Entities the right to use his/her name and likeness for advertising and publicity purposes without additional compensation. The parent or legal guardian must execute the foregoing documents on behalf of the winner (and/or any participating team members) if deemed to be a Minor. Entry into this Contest constitutes entrant's agreement to sign such releases. Winner and each member of the winning team a(and the parent or legal guardian of Winner and of any team member deemed to be a Minor) also must acknowledge that Contest

Entities have not and will not obtain or provide insurance of any kind relating to the Prize and that Winner will be responsible for obtaining and paying for any life, travel, accident, property or other form of insurance relating to the Prize. Winner (and his/her parent or legal guardian if a Minor) must also complete any additional legal documents provided by Sponsor/Co-Sponsor (or third party on behalf of Sponsor/Co-Sponsor, if applicable) with respect to the Prize and return them as instructed within the timeframe specified by Sponsor or Winner may forfeit the Prize at Sponsor's sole discretion. All decisions of Sponsor relating to the Contest are final. Sponsor expressly reserves the right to delay the announcement of the Winner for creative or technical reasons or for any other reason Sponsor deems necessary.

7. **Prize (1):** The one (1) Winner will be awarded the following prize ("Prize"): a private screening of the final episode of Sweet/Vicious for the Winner (individual or team members), up to fifteen (15) guests ("Guest(s)") and, if any of the Guests are Minors, a parent of each such Guest to take place at Winner's home with special guests Eliza Bennett and Taylor Deardan (the "Viewing Party"). The Screening includes: (i) audiovisual rental and setup, (ii) snacks and drinks for the Winner and up to fifteen (15) Viewing Party Guests, as determined by Sponsor and (iii) a visit from talent Eliza Bennett and Taylor Deardan ("Talent"). All other expenses, including, without limitation, meals, transportation, and other incidentals not described herein and incurred by the Winner and his/her Guests will be the sole responsibility of the Winner and his/her Guests. The Winner and any Guest(s) who are Minors must be accompanied at the Screening (including travel to and from) by his or her parent.

Sponsor is not responsible if potential Winner is unable or unavailable to accept the Prize.

The approximate retail value (the "ARV") of the Prize is up to \$1,000.00 and the total ARV of all prizes to be awarded in this Contest is up to \$1,000.00. The actual final retail value of the Prize may be higher or lower based on current market conditions at time of prize fulfillment. Any difference between the final value and the approximate retail value will not be awarded. Any portion of the Prize not accepted by a Winner will be forfeited. If Prize is forfeited, and there is sufficient time to determine and notify an alternate winner, the Prize may be awarded to an alternate winner. No prize substitution permitted by Winner. Sponsor shall not be liable in the event that Talent Eliza Bennett and/or Taylor Deardan should become unavailable to attend the Viewing Party due to scheduling conflicts, or for any other reason beyond the reasonable control of Sponsor. In the event that Talent is unavailable for the Viewing Party for any reason, Sponsor may elect, at its sole discretion, to reschedule the Viewing Party or to award all remaining elements of the Prize without the Talent appearances, in which case, such remaining elements shall constitute the complete Prize. A potential winner is not a recipient of a Prize until he/she has been verified as a Winner by Sponsor or Co-Sponsor. Winner will be solely responsible for paying all applicable federal, state or local taxes on the Prize and will be issued an IRS form

1099 for the value as published in these Official Rules. If Winner is the result of a team Entry, IRS forms shall be issued to each member of the winning Team, with the Prize value divided equally among all members of the team. Any details related to the Prize not specified herein shall be determined by Sponsor in its sole discretion. No substitution, transfer or cash equivalent of the Prize or any portion thereof is permitted, except by Sponsor, in which case a prize of comparable or greater value may be awarded.

The date for fulfillment of the Prize is tentatively scheduled to take place on January 31, 2017; however, such date is subject to change due to unforeseen changes in the Sponsor's programming/production scheduling. Prize will be awarded in the name of the parent or legal guardian of any Winner who is deemed to be a Minor at time of prize fulfillment.

8. **General Prize Terms:** All details related to the Prize not specified in these Official Rules shall be determined by Sponsor in its sole discretion. Arrangements for fulfillment of the Prize will be made by Sponsor.

If the Winner elects to partake in the Screening with fewer than fifteen (15) Guests, no additional compensation will be awarded.

In the event the Winner and/or any of his or her Guests engage in behavior that (as determined by Sponsor in its sole discretion) is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the Screening or other applicable experience early, in whole or in part, and request that the Winner and/or his or her Guests leave the Screening premises with no further compensation.

9. **General Terms:** Noncompliance with any of these Official Rules may result in disqualification. ANY VIOLATION OF THESE OFFICIAL RULES BY THE WINNER (WHETHER INDIVIDUALLY OR AS PART OF A TEAM) THAT WILL BRING WINNER OR CONTEST ENTITIES INTO DISREPUTE (IN CONTEST ENTITIES' SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS THE WINNER OF THIS CONTEST AND ALL PRIVILEGES AS THE WINNER WILL BE IMMEDIATELY TERMINATED.

The Contest Entities assume no responsibility for incorrect or inaccurate Entry information whether caused by any of the equipment or programming associated with or utilized in the Contest or by any human, mechanical or electronic error which may occur in the processing of the entries in the Contest. The Contest Entities are 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 website, 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

the Contest. The Contest Entities are not responsible for any typographical or other error in the printing of the offer, administration of the Contest, errors in processing entries, identifying the Winner or in the announcement of the Prize and the Winner. If, for any reason, the Contest is not capable of running as planned, including, without limitation, changes in Sponsor's on-air programming, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Contest Entities which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Contest. Should the Contest be terminated prior to the stated expiration date, notice will be posted on the Contest Website during the Contest Period and the 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 Sponsor. All interpretations of these Official Rules and decisions by Sponsor are final. No software-generated, robotic, programmed, script, macro or other automated online or text message entries are permitted. Sponsor reserves the right in its sole discretion to disqualify any individual they suspect or find (a) to have used a software generated, robotic, programmed, script, macro or other automated entry, (b) to have tampered with the entry process or the operation of the Contest, (c) to be acting in violation of these Official Rules, (d) to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or (e) to have provided inaccurate information on any legal documents submitted in connection with the Contest. CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, CONTEST ENTITIES RESERVE 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 CONTEST AND THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THE CONTEST. 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 Contest Entities from any and all liability resulting or arising from the Contest, to release all rights to bring any claim, action or proceeding against the Contest Entities, and hereby acknowledge that Contest Entities 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 Prize, including express warranties provided exclusively by a prize supplier that are sent along with the Prize.

10. **Requests for the name of the Winner and Official Rules:** For the name of the Winner and/or a copy of these Official Rules, send a self-addressed stamped envelope to:

MTV

Attention: Sweet/Vicious Viewing Party Contest

Attn: A. Lamore

Viacom Media Networks

1515 Broadway, 24th Floor

New York, NY 10036

All requests for a copy of the Official Rules and for the names of the Winner must be made by March 20, 2017. Please note on the front left-hand corner of your outer envelope whether you are requesting "Official Rules" or the name of the "Winner." Vermont residents may omit return postage if requesting a copy of these Official Rules.

- 11. **Sponsor:** This Contest is sponsored by Viacom Media Networks, a division of Viacom International Inc., on behalf of the MTV programming services, 1515 Broadway, New York, NY 10036.
- 12. **Co-Sponsor:** This Contest is co-sponsored by Rape, Abuse & Incest National Network ("RAINN"), 1220 L St. NW Suite 505, Washington, DC 20005.