Official Rules

"MTV Movie and TV Awards Weekend Promotion"

Sponsored by MTV

- 1. NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. A TWITTER ACCOUNT AND INTERNET ACCESS ARE REQUIRED TO ENTER. VOID OUTSIDE OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA AND WHERE PROHIBITED OR RESTRICTED BY LAW.
- 2. **Entry Period:** The "MTV Movie and TV Awards Weekend Promotion" (the "<u>Sweepstakes</u>") commences at 12:00:01 PM Eastern Daylight Time ("<u>EDT</u>") on June 4, 2022 and ends at 12:01:01 AM (EDT) on June 6, 2022) (the "<u>Entry Period</u>"). All entries must be received by 12:00:01 AM (EDT) on June 6, 2022.
- 3. Eligibility: This Sweepstakes is only open to individuals who are legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years of age at the time of entry. If eighteen (18) is not the age of majority in jurisdiction in which entrant resides, entrant must obtain the consent of his/her/their parent or legal guardian to participate in this Sweepstakes and if selected as a winner, entrant's parent or legal guardian must execute the prize release documents set forth in Section 6 on winner's behalf. Individuals who are employees, officers, directors, agents or representatives of MTV ("Sponsor"), Viacom International Inc., Paramount Global , Twitter, Inc. ("Twitter") and their respective parent companies, affiliates, subsidiaries, advertising, production and promotion agencies or suppliers of materials or services related to the Sweepstakes (collectively, the "Sweepstakes Parties"), as well as their immediate family members (defined as parents, children, siblings and spouses, regardless of where they live) and those with whom such individuals are domiciled (whether related or not) are not eligible to enter this Sweepstakes. By participating in this Sweepstakes, entrants: (a) agree to be bound by these Official Rules and to Sponsor's Privacy Policy as published at https://www.viacomcbsprivacy.com/en/policy?r=www.mtv.com and by the interpretations of these Official Rules by Sponsor, and by the decisions of the Sponsor, which are final in all matters relating to this Sweepstakes and (b) release, indemnify, and hold harmless each of the Sweepstakes Parties 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). This Sweepstakes is subject to all applicable federal, state and local laws.

4. **To Enter**: Entry is via Twitter only. During the Entry Period, log into your own Twitter account and accurately Tweet the hashtag (the "<u>Sweepstakes Hashtag</u>") that will be revealed by Sponsor on-air during the twenty (:20) second promotional spot which will be broadcast during weekend programming on MTV and re-airing through the premiere airing of the 2022 MTV Movie & TV Awards (which is currently scheduled to air between 12:00 PM (EDT) on Saturday, June 4, 2022 through 12:01 AM (EDT) on Monday June 6, 2022) (the "<u>Promotional Spot</u>") to count as one "**Entry**".

You must have a Twitter account to submit and Entry to this Sweepstakes. If you do not have a Twitter account, visit http://www.twitter.com and follow the on-screen instructions to register for free. By submitting an Entry, YOU AGREE TO THESE OFFICIAL RULES. You are required to follow the Sponsor's @MTVAwards Twitter account so you can see the Winners' announcements to see if you've won (pending verification) in addition to the winner notifications described in Section 5 below.

Entrants must complete their Entries as directed and within the timeframe specified by Sponsor. The failure of an entrant to comply with the foregoing may result in an incomplete or disqualified Entry. Sponsor has the sole discretion to determine whether a post qualifies as an Entry.

Entries must be submitted in accordance with the Terms of Service of Twitter which can be found at https://twitter.com/tos. Your privacy settings must be set to "public" in order to submit an Entry. If your Twitter is set to "private" or protected mode," your Entry may not be visible to Sponsor and may not thus be received by Sponsor.

Entrant agrees, by entering this Sweepstakes that he/she is solely responsible for all data charges that may be incurred. All such charges are billed by and payable to your mobile service provider. Please contact your participating mobile service provider for pricing plans, participation status and details. Limit five (5) Entries per person.

All Entries submitted in accordance with these Official Rules shall be hereinafter referred to as ("<u>Eligible Entries</u>"). The odds of winning the Sweepstakes depend on the number of Eligible Entries received during the Entry Period. Please note that if you do not respond to the winner notification described in <u>Section 5</u>, you will be disqualified and another winner may be selected. Any entrant suspected or found to be submitting automated Entries of any kind will be

disqualified. The person uploading the Entry will be deemed the Entrant (the "Entrant"). Potential Winners may be required to show proof of being the authorized account holders of the accounts associated with the Entries. In the event of a dispute over who submitted a winning Entry, the authorized subscriber of the Twitter account (as applicable) 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 account by the applicable service provider.

PLEASE NOTE THAT ANY AND ALL SUBMISSIONS 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 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 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
- 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 minors

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). Each 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: (A) 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; (B) may/or is likely to create a risk of any other loss or damage to person, living things or property; (C) 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 (D) violates any of the terms or conditions of these Official Rules.

- 5. Winner Selection and Notification. There will be eight (8) winners (each, a "Winner") selected at random by Sponsor within approximately twenty-four (24) hours of the close of the Entry Period from among all Eligible Entries received. Sponsor will make up to one (1) attempt over the twenty-four (24) hour period following the potential Winner's selection to contact each potential Winner via direct messaging to Winner's Twitter account and/or via comments from Sponsor via its @MTV Awards Twitter handle. If a potential Winner cannot be reached directly during the twenty-four (24) hour period in which he/she/they is/are 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 at random from among the Eligible Entries received in the event that a potential Winner fails to comply with these Official Rules.
- 6. Winner's Verification: Each potential Winner must prove eligibility, including, without limitation, proof of age and residence, social security or resident alien identification number, within three (3) days of being notified as a 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 must sign within three (3) days hours of receipt of such documents from Sponsor: (a) an affidavit of eligibility and release of each of the Sweepstakes 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 and (b) except where prohibited, a promotional release granting Sponsor the right to use their 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 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 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 A WINNER WILL BE IMMEDIATELY TERMINATED.

7. **Prizes (8):** Each Winner will receive \$500 and a MTV/MTV Movie &TV Awards-themed gift bundle (ARV:\$50) which includes the following items: a branded powerbank, a branded trucker hat, a branded t-shirt, branded speakers, branded Smiley Pop Sockets or Phone Wallet and an MTV Mason Jar (collectively, the "**Prize**").

The approximate retail value (the "ARV") of each Prize is \$550.00 (USD) and the total ARV of all prizes to be awarded in this Sweepstakes is up to \$4400.00 however, the actual final retail value of the Prize may be higher or lower based on current market conditions at the time of award. Any difference between the final value and the approximate retail value will not be awarded.

Winner will be solely responsible for paying all applicable federal, state or local taxes on prize based upon the value of the prizes as set forth in these Official Rules and will be issued an IRS form 1099 for the value as published in these Official Rules. 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. Sponsor shall have no responsibility or obligation to the Winners or any potential Winner who is unable or unavailable to accept or utilize the Prize as described herein.

8. **General Terms**: Noncompliance by any entrant 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, IN ANY OF THE SWEEPSTAKES PARTIES GOOD FAITH DETERMINATION, BRINGS ANY OF THE SWEEPSTAKES PARTIES OR ANY ACTIVITY RELATED TO THE SWEEPSTAKES OR THE PRIZES INTO DISREPUTE OR OTHERWISE SHEDS A NEGATIVE LIGHT ONTO ANY OF THE SWEEPSTAKES PARTIES, OR ANY ACTIVITIES ASSOCIATED WITH THE SWEEPSTAKES WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS A WINNER OF THIS SWEEPSTAKES AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED.

The Sweepstakes Parties 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. Sweepstakes Parties 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, or any incomplete, lost, late, delayed, misdirected or garbled entries or failure to receive entries, 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. Sweepstakes Parties are 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 or the Winners. If, for any reason, the Sweepstakes is not capable of running as planned, including, without limitation, changes in Sponsor's programming, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sweepstakes Parties which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes or for any reason that Sponsor deems necessary, Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes, and to determine the Winner in its sole discretion. Should the Sweepstakes be modified or terminated prior to the stated expiration date, notice will be given by Sponsor via Sponsor's Twitter account and 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 by Sponsor and decisions of Sponsor are final. Sponsor reserves the right in its sole discretion to disqualify any individual it suspects or finds: (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 Sweepstakes, (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 Sweepstakes.

CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SWEEPSTAKES PARTIES RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. THE CALIFORNIA COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE SWEEPSTAKES AND THE LAWS OF THE STATE OF CALIFORNIA 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.

BY ENTERING THE SWEEPSTAKES, ENTRANTS RELEASE AND HOLD HARMLESS THE SWEEPSTAKES PARTIES FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, RIGHTS, CLAIMS, AND ACTIONS OF ANY KIND ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE SWEEPSTAKES OR PARTICIPATION IN ANY SWEEPSTAKES-RELATED ACTIVITY (INCLUDING WITHOUT LIMITATION THE REMOVAL OR DISCONTINUATION OF ACCESS TO, ANY MATERIALS), OR RESULTING DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE SWEEPSTAKES, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY.

IN NO EVENT WILL THE SWEEPSTAKES PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, ARISING OUT OF THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF, OR PARTICIPATION IN, ANY PRIZE AWARDED IN CONNECTION WITH THE SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, THE SWEEPSTAKES, ALL PRIZES, AND ALL MATERIALS PROVIDED ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

- 9. **Entrant's Personal Information:** Information collected from entrants is subject to Sponsor's privacy policy at: https://www.viacomcbsprivacy.com/en/policy?r=www.mtv.com.
- 10. **Request for the Names of the Winners and Official Rules:** For a copy of these Official Rules or any legal required list of winners, email Risa.Matthews@mtvstaff.com. with either "MTV Movie and TV Awards Celebration Weekend Giveaway" Promotion Official Rules" or" MTV Movie and TV Awards Celebration Weekend Giveaway" Promotion -Winners List" in the subject line. All requests for a copy of the Official Rules and for the names of the Winners must be made by within sixty (60) days of the close of the Entry Period.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Twitter. By entering via Twitter, participants fully release Twitter from any liability. You understand that you are providing your information to Sponsor and not to Twitter. The information you provide will only be used in connection with this Sweepstakes and by Sponsor for contact purposes generally. As such, please direct any questions, comments or complaints regarding the promotion to the Sponsor.