

Official Rules

“Do Good. Go to the VMA’s”

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 IN ALASKA AND HAWAII AND WHERE PROHIBITED OR RESTRICTED BY LAW.
2. **Entry Period:** “Do Good. Go to the VMA’s” (the “Sweepstakes”) commences at 12:00:01 PM (ET) on July 24, 2008 and ends at 11:59:59 AM (ET) on August 22, 2008 (the “Sweepstakes Period”). All entries must be received by 11:59:59 AM (ET) on August 22, 2008.
3. **Eligibility:** This Sweepstakes is open to legal residents of the United States and District of Columbia EXCLUDING ALASKA AND HAWAII who are at least 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”

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 and Guest 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 and Guest 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 and Guest 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 one (1) Grand Prize Winner will receive: (a) a trip for two (2) for the Grand Prize Winner and one (1) guest (the "Guest") to Los Angeles, California to attend the 2008 MTV Video Music Awards (the "Event"), currently contemplated to take place on September 7, 2008 but subject to change in MTVN's sole discretion. The trip for two (2) will include: (i) roundtrip coach class air transportation for Grand Prize Winner and Guest which shall originate from a major U.S. gateway airport of MTVN's choice nearest Grand Prize Winner's residence (as determined by MTVN) to Los Angeles, California; (ii) round trip ground transportation for Grand Prize Winner and Guest (to be taken together) between airport and hotel in Los Angeles, California, and between hotel and Event; (iii) one (1) night hotel accommodations in Los Angeles, California for Grand Prize Winner and Guest which shall be one room based on double occupancy (meals, telephone calls, tips and other incidentals and costs are not included); and (iv) two (2) tickets to the Event, (collectively, the "Grand Prize"). MTV reserves the right to substitute ground transportation if Grand Prize Winner resides within 150 miles of Los Angeles, California. The approximate retail value ("ARV") of the Grand Prize is \$3,500.00 and is subject to change based on current market conditions at time of Grand Prize fulfillment and the time of travel and the distance between departure and destination. Any difference between the ARV and the actual value, if any, will not be rewarded.

If Grand Prize Winner is not available to travel on the dates specified by MTVN in its sole discretion, Grand Prize Winner privileges and Grand Prize will be terminated and an alternative Grand Prize Winner will be selected from the remaining Eligible Entries. Grand Prize Winner and Guest must travel on the same itinerary. Guest traveling with Grand Prize Winner must be at time of Grand Prize fulfillment the age of majority in the jurisdiction in which he/she resides. If Grand Prize Winner is a resident of a jurisdiction that deems him/her to be a minor, he/she must be accompanied by his/her parent/legal guardian, and such person must pay his/her own expenses unless deemed to be the allotted Guest. MTVN will determine the airline and hotel in its sole discretion. Travel restrictions, conditions and limitations may apply. Grand Prize Winner and Guest must possess valid travel documents in order to travel. Travel arrangements are subject to availability and must be roundtrip. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels or other transportation companies or any other persons providing any of these services and accommodations necessitated by same. Sponsor shall not be liable for any loss or damage to baggage. All travel dates are subject to change in Sponsor's discretion. If for any reason any Grand Prize related event is delayed, cancelled or postponed, the Sponsor reserve the right, but are not obligated, to cancel or modify the Sweepstakes in their discretion and shall award a substitute prize of equal or greater value, which may include, but is not limited to, a cash prize equivalent to the ARV of the trip portion of the Grand Prize as set forth in these Official Rules. The dates for fulfillment of the Grand Prize will be on or around September 7, 2008 through September 8, 2008, subject to programming requirements and such dates are subject to change in Sponsor's sole discretion.

8. **General Prize Terms:** Arrangements for fulfillment of the Grand Prize, including all travel arrangements will be made by MTVN. All costs and expenses not specifically listed above, including, without limitation, meals, snacks, beverages, mini-bar, entertainment, tips, souvenirs, personal expenses, damages to hotel rooms, 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 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 are solely the Grand Prize Winner's responsibility. Sponsor shall have no responsibility or obligation to a 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 www.studybreak.mtvU.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 Networks
Attn: Do Good, Go to the VMA's
1515 Broadway, 29th 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 October 22, 2008. 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.