

## EXHIBIT A

### “2017 MTV Video Music Awards Sweepstakes” (the “Sweepstakes”)

**NO PURCHASE NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A purchase will not increase your chances of winning. Void outside the fifty (50) United States and the District of Columbia, and void in Puerto Rico and where prohibited or restricted by law. Many will enter, four (4) will win.**

**Sponsor:** Viacom Media Networks, a division of Viacom International Inc., 1515 Broadway, New York, NY 10036.

**Administrator:** Hothouse, Inc. 621 North Ave. NE, Suite A-100, Atlanta, GA 30308.

1. **TIMING.** The Sweepstakes begins at 12:00:01 a.m. (Eastern Time [“ET”]) on July 3, 2017 and ends at 11:59:59 p.m. ET on July 28, 2017 (the “Sweepstakes Period”). Administrator’s computer will be the official time keeping device for the Sweepstakes.

2. **ELIGIBILITY.** To enter the Sweepstakes you must be: (i) a legal resident of one of the fifty (50) United States or the District of Columbia (the “Eligibility Area”); (ii) at least twenty-one (21) years old at time of entry and (iii) a valid video service subscriber of one (1) of the National Cable Television Cooperative (“NCTC”) member cable system operators participating in the Sweepstakes as of June 20, 2017 (each a “Participant”). Employees of Sponsor, Administrator, NCTC, participating NCTC member cable system operators, all prize providers associated with the Sweepstakes, and all of their respective affiliates, parent, and subsidiary companies, licensors, distributors, divisions and their advertising, production and promotion agencies (collectively, the “Sweepstakes Entities”), and each of their respective officers, directors, licensors, employees, representatives and agents, and members of their immediate families (parents, step parents, children, step children, siblings, step siblings, spouses, regardless of where they reside) and members of their households (whether related or not) and those winners who have won a prize in any Sponsor-related sweepstakes and/or contest in the twelve (12) months prior to the start of the Sweepstakes Period are ineligible to participate in this Sweepstakes. Eligibility will be determined by Sponsor and/or Administrator in its/their sole discretion.

3. **HOW TO ENTER.**

a. Online Entry: During the Sweepstakes Period visit [www.mtvmasweeps.com](http://www.mtvmasweeps.com) (the “Sweepstakes Site”), enter in the name of the NCTC member cable system operator to which you subscribe and follow the instructions to complete and submit the online Sweepstakes entry form. Information must be complete and must be submitted in accordance with the online directions. Use of a profane username or the submission of false or misleading personal information by a Participant will be grounds for disqualification. Determination of information to be profane, false, or misleading is at the sole discretion of the Sponsor. Participants who submit an entry must provide all required information. Incomplete or inaccurate entries are void. As stated below, collection and use of personally identifiable information will be in accordance with the Sponsor’s Online Privacy Policy as posted at [www.mtv.com/sitewide/legal/privacy.jhtml](http://www.mtv.com/sitewide/legal/privacy.jhtml). All entries must be received at the Sweepstakes Site during the Sweepstakes Period (beginning 12:00:01 a.m. ET on July 3, 2017 and ending at 11:59:59 p.m. ET on July 28, 2017). Limit one (1) entry per calendar day per person/household/email address. A “calendar day” is defined as the 24 hours between 12:00:00 a.m. ET and the following 11:59:59 p.m. ET.

b. Postcard Entry: Send a postcard or piece of paper no larger than 8½” x 11” enclosed in an envelope via the U.S. Postal Service with proper postage affixed to it which contains the following handwritten

information: your name, the name of the NCTC member cable system operator to which you subscribe, your mailing address, e-mail and telephone number. Mail to Administrator at: Hothouse, Inc. P.O. Box 5869, Atlanta, GA 30307. You must provide all required information to be eligible to enter and win. Incomplete, illegible, corrupted or untimely entries are void and will be disqualified. All entries must be original handwritten submissions; no copies, facsimiles or mechanical reproductions of an entry will be accepted. P.O. Boxes are not permitted. Limit one (1) entry per stamped outer envelope with a maximum of one (1) entry per calendar day as denoted by the postmark. Mail-in entries must be postmarked no later than 11:59 PM (ET) on July 28, 2017, and they must be received by August 3, 2017.

4. **LIMITATION ON ENTRIES.** Any attempt by any Participant to obtain more than the stated number of entries by using same or multiple/different email accounts or any other method of entry will void all of that Participant's entries and that Participant will be disqualified. Entries that have been tampered with or altered shall be rendered void. Neither Sponsor nor Administrator are responsible for any problems or technical malfunctions, human error, lost/delayed mailed entries due to postal error, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer on-line systems, servers or providers, computer equipment, software, failure of Participants on account of technical problems or traffic congestion on the internet or at any web site or any combination thereof, including injury or damage to Participants or to any other person's computer related to or resulting from participating or downloading materials contained in this Sweepstakes. If for any reason the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right at their sole discretion to cancel, terminate, modify or suspend the online portion of the Sweepstakes. Should the Sweepstakes be terminated or cancelled prior to the stated expiration date, notice will be posted on the Sweepstakes Site, and any entries received prior to the termination or cancellation will be included in the drawing. In the event that there becomes a dispute over who submitted a winning entry, entries will be declared made by the authorized account holder of the e-mail address used at the time of entry, and potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder of the e-mail address. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. It is solely the responsibility of the Participant to notify Sponsor in writing if the Participant changes his or her e-mail address during the Sweepstakes Period. Entries specifying an invalid, non-working, or inactive email address will be disqualified and ineligible to win. Multiple participants are not permitted to share the same email address. Bulk, automated and/or third-party entries are prohibited and will be disqualified. Any attempt by any Participant to obtain more than the stated number of entries by using multiple and/or different identities, forms, registrations, email addresses, logins, or any other methods will void that Participant's entries, and that Participant may be disqualified at Sponsor's and/or Administrator's discretion. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means will be disqualified. Entries that are incomplete, illegible, corrupted, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules will be disqualified from the Sweepstakes at Sponsor's sole and absolute discretion. Once submitted, all entries become the exclusive property of Sponsor, and will not be acknowledged or returned. Only one Winner will be allowed from a single NCTC member company.

5. **DRAWING AND NOTIFICATION.** Administrator will conduct a random drawing of all entries received during the Sweepstakes Period on or about August 2, 2017 to select four (4) potential winners ("Potential Winner(s)"). Potential Winners will be notified by email on or about August 2, 2017 and must respond to the notification within one (1) day or be subject to disqualification and another Potential Winner will be selected from the remaining eligible entries received during the Sweepstakes Period, if time permits. Odds of winning depend on the total number of eligible entries received during the Sweepstakes Period.

6. **QUALIFICATION OF WINNER.** Before a Potential Winner will be deemed an official winner ("Official Winner"), he/she will be required to execute and return an Affidavit of Eligibility, a Liability Release/Publicity Release (except

where prohibited) (collectively referenced herein as the "Affidavit/Release") and any other legal documents that Sponsor and/or Administrator may require, including, but not limited to, a W-9 tax form, within two (2) days from the date Sponsor or Administrator sends such documents to the Potential Winner or be subject to disqualification. The Potential Winner must be able to provide proof that the Potential Winner is eligible to be deemed an Official Winner to Sponsor and/or Administrator's satisfaction. If the documents are not returned within that time, or Potential Winner or Official Winner is found to be ineligible, or does not comply with the Official Rules, then he/she will be disqualified and an alternate Potential Winner may be selected. A prize notification being returned as undeliverable will result in disqualification of such entry. All travelers must sign an Affidavit/Release prior to ticketing.

7. **PRIZING.** Four (4) grand prizes (the "Grand Prize") are available to be awarded in this Sweepstakes. The Grand Prize consists of a trip package (the "Trip Package") for Grand Prize winner (the "Winner") and one (1) guest (the "Guest") to Los Angeles, CA. Guest must be at least twenty-one (21) years of age at time of Trip Package shall consist of the following: (i) roundtrip coach airfare for Winner and Guest from the airport nearest the Winner's residence (as determined by Sponsor) to Los Angeles, CA; (ii) three (3) days/two (2) nights standard hotel accommodations of Sponsor's choice (one [1] room, double occupancy, room and tax only); (iii) round-trip ground transportation to/from airport and hotel, to/from hotel and the Event (as defined below); and, (iv) admittance for Winner and Guest to the 2017 MTV Video Music Awards live event on August 27, 2017 (the "Event").

Total Approximate Retail Value ("ARV") of each Trip Package is \$4,000.00. ARV of Trip Package may vary depending on point of departure, travel dates and fare/rate fluctuations. Trip Package is subject to certain restrictions and exact travel times and arrangements are subject to capacity controls, availability, blackout dates and certain other restrictions, all of which are subject to change. The difference between the ARV and the actual value of the Trip Package will not be awarded. The total ARV of all prizes to be awarded in this Sweepstakes is \$16,000.00.

If Winner resides within a one hundred (100) mile radius of Los Angeles, CA, (a "local resident"), in lieu of the round trip air transportation portion of the Trip Package, Winner and Guest may receive (as solely determined by Sponsor) round-trip ground transportation of Sponsor's choice for Winner and Guest from Winner's residence to the hotel and the Event. No compensation will be awarded in lieu of the difference in the ARV for the Trip Package for a local resident and the ARV for the Grand Prize who is not a local resident. An IRS Form 1099 may be issued in the name of the Winner's parent or legal guardian for the actual value of the Grand Prize received.

8. **PRIZE RESTRICTIONS.** Winner and his/her Guest must be able to travel August 26, 2017 to August 28, 2017 or Winner agrees to forfeit the Trip Package in its entirety and Sponsor may elect to award the Trip Package to another Potential Winner, time permitting. Winner and his/her Guest must be able to travel on dates to be determined by Sponsor. Exact dates of travel to be determined at Sponsor's sole discretion. Sponsor may change travel dates at its sole discretion.

Winner and his/her Guest must possess United States government-approved travel documents and be willing to sign any other legal documents required by Sponsor and/or Administrator. Trip Package is subject to certain restrictions and exact travel times and arrangements are subject to availability. The Released Parties (defined below) are not responsible for any cancellations, delays, diversions or substitutions, or any act or omission whatsoever with respect to the Trip Package. Any and all applicable federal, state, and local taxes (including but not limited to income taxes) and all fees and expenses related to delivery, acceptance, and use of the Grand Prize not specifically identified in these Official Rules, including but not limited to, all meals, taxes, gratuities, travel insurance, bag check fees, parking fees, laundry service, food, alcoholic beverages, incidentals (including mini-bar), phone charges, merchandise, souvenirs and other expenses are solely the responsibility of the Winner and Guest. Winner and Guest must comply with all hotel check-in requirements, including, but not limited to, the presentation of a major credit card.

Released Parties (defined below) are not responsible for any mechanical difficulties or failure connected with the Trip Package, or any act or omission whatsoever. Winner may not transfer, give, barter, sell, substitute, or exchange the Trip Package for a cash equivalent except at Sponsor's sole discretion. Sponsor reserves the right in its sole and

absolute discretion, to substitute the Grand Prize or a Grand Prize component with one of equal or greater value if the Grand Prize or a Grand Prize component cannot be awarded as described for any reason. Unused components of the Grand Prize have no redeemable cash value. Sponsor will not replace any lost or stolen prizes or components of the Grand Prize. Actual value of the Grand Prize may vary based on point of departure. Any difference between the ARV and the actual value, if any, of any component of the Grand Prize will not be awarded. All airline tickets issued in connection with the Trip Package are not eligible for frequent flyer miles, upgrades and cannot be used in conjunction with any other promotion or offer.

In the event that a Potential Winner chooses not to accept his/her prize, or is unable to be notified, an alternate Potential Winner will be randomly selected from all of the remaining eligible entries submitted during the Sweepstakes Period, if time permits. If the Winner elects to travel or participate in the Trip Package without a Guest, no additional compensation will be awarded. Air transportation and hotel accommodations must be taken together and cannot be taken separately. No changes will be made to travel details once any element(s) of the travel arrangements have been booked, except at Sponsor's sole discretion. Lost or stolen tickets, travel vouchers or certificates or similar items, once they are in Winner's possession, will not be replaced. Travel must be roundtrip. No stopovers are permitted on tickets issued in the Trip Package. If a stopover occurs, the Trip Package will terminate and Winner and his/her Guest will be responsible for the full fare which will be charged from the stopover point for the remaining trip segment(s), including the return. Airline and flight itinerary will be determined by Sponsor in its sole discretion. All airline tickets issued in conjunction with the Trip Package are not eligible for upgrades. Any unclaimed and/or unused Trip Package or element thereof will be forfeited and will remain the property of Sponsor. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth by Sponsor's air travel prize supplier, as detailed in the passenger ticket contract issued by such supplier. In the event the Winner and/or his or her Guest engages in behavior during prize travel and/or other applicable experience 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, or that in any way disparages or adversely affects the reputation, image, and/or customer goodwill of Sponsor or any of Sponsor's services, products, trademarks, service marks, or logos, Sponsor reserves the right to terminate the Trip Package or other applicable experience early, in whole or in part, and send Winner and/or his or her Guest home with no further obligation or compensation whatsoever to Winner or his/her Guest. In the event Winner or Guest engages in behavior during travel and/or other applicable experience that (as determined by Sponsor in its sole discretion) is illegal, tortious, or subjects Winner or Guest to arrest or detention, Sponsor shall have no obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by Winner or Guest) as a result of such conduct. SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY TRAVEL RELATED TO THE GRAND PRIZE OR ANY OTHER ASPECT OF WINNER'S OR GUEST'S ACCEPTANCE OR USE OF THE GRAND PRIZE.

Tickets to the Event are subject to certain terms and conditions as specified thereon. Seat locations will be determined by Sponsor. Winner and Guest must comply with all Event venue rules and regulations and must abide as such. Failure to do so may result in forfeiture of the prize as well as Winner and Guest being subject to actions as controlled by the Event venue. In the event Sponsor is unable to provide tickets to the Event no compensation or substitution will be provided in lieu thereof; however, remainder of Grand Prize package will be awarded and Sponsor will have no further obligation to Winner and/or Guest.

9. **SWEEPSTAKES CONDITIONS.** By submitting an entry in the Sweepstakes, each Participant (whether they are declared an Official Winner or not) agrees (and agrees to affirm such in writing) to: (i) abide by and be bound by these Official Rules and the decisions of the Sponsor on all matters relating to this Sweepstakes which decisions are final and binding in all respects; (ii) waive any right to claim ambiguity in the Sweepstakes or these Official Rules; (iii) grant Sponsor (where permitted by law) the right to use your name, address (city and state only), and biographical information on a worldwide basis, in all forms of media, in perpetuity and for advertising or promotional purposes without review or further compensation; (iv) grant the NCTC member from which the winner accesses cable television (where permitted by law) the right to use your name, address (city and state only), and biographical information on a worldwide

basis, in all forms of media, in perpetuity and for advertising or promotional purposes without review or further compensation and, (v) warrant and represent that the use of the materials submitted in this Sweepstakes will not violate the rights of any third parties. Entries must be in keeping with Sponsor's positive image, as determined by Sponsor and Administrator in their sole discretion. Any materials containing obscenity, crude language, or descriptions of a violent or sexual nature (as defined solely by Sponsor or Administrator) will not be accepted and the associated entry will be disqualified. All federal, state or other tax liabilities (including income taxes) arising from the Trip Package contained in this Sweepstakes will be solely the responsibility of the Winner. Receipt of any of the prize components of this Sweepstakes is conditioned upon compliance with any and all applicable federal, state and local laws, rules, and regulations. Noncompliance with any of the above will result in disqualification.

If for any reason the Sweepstakes is not capable of running as planned, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause beyond the control of the Sweepstake Entities which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes. In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsor may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) cancel the Sweepstakes and conduct a random drawing and select the Winners from among the eligible entries received up to the time of the impairment. In the event a Potential Winner or Official Winner is disqualified for any reason under the provisions of these Official Rules, such Potential Winner or Official Winner and all rights to any Grand Prize will be forfeited in its entirety and a random drawing will be conducted in order to select an alternate Potential Winner, if time permits.

10. **LIMITATIONS OF LIABILITY/RELEASES.** By submitting an entry in the Sweepstakes, each Participant (whether declared an Official Winner or not) agrees (and agrees to affirm such in writing) to forever and irrevocably release, discharge, indemnify and hold harmless the Sweepstakes Entities, and each of their respective officers, directors, licensors, employees, representatives, contractors, and agents (the "Released Parties") from any liability, claims, demands, and causes of action from personal injury, loss or damage of any kind, including death, or property damage, theft, or loss suffered or resulting in whole or in part, directly or indirectly, from participation in this Sweepstakes or the use, misuse or acceptance or possession of the Grand Prize or any portion thereof, or participation in any Sweepstakes-related activity, access to and use of each website associated with this sweepstakes and/or downloading from such site, or any claims based on publicity rights, defamation or invasion of privacy, or merchandise delivery. By participating in this Sweepstakes, Participants agree that the Released Parties are not responsible for any claims, damages, lawsuits, causes of action, proceedings, or liability due to any injuries, theft, damages, expenses, costs, or losses to any person (including death) or property of any kind resulting from, arising from, or in connection with, in whole or in part, directly or indirectly, from: (i) any typographical or other error in the publication or printing of the Official Rules, and/or the offering or announcement of any prize; (ii) lost, late, stolen, misdirected, damaged, incomplete or garbled entries; (iii) any error in the collection or retention of entry information, including, but not limited to, incorrect or inaccurate transcription, receipt or transmission of any part of the entry due to human error; (iv) any wrongful, negligent, or unauthorized act or omission on the part of any of the Sweepstakes Entities, or any of their agents or employees; (v) the Sweepstakes and any elements thereof, and the participation or inability to participate in any Sweepstakes-related activity or participation in this Sweepstakes, including, but not limited to, any damage to Participant's (or any third person's) telephone system and/or its contents related to or resulting from any part of the Sweepstakes; (vi) any malfunction of the telephone system, whether technical or due to human error in nature, lost/delayed data transmission, omissions, interruptions, deletion, defect, line failures, postponement, cancellation, or modification of the Sweepstakes, including, but not limited to, interruption or inability to access the Sweepstakes due to hardware or software compatibility problems of any telephone network (TSP), computer online systems (ISP), servers or providers, computer equipment, software, failure on account of technical problems or traffic congestion on the internet or at any website or any combination thereof, including injury or damage to participants or to any other person's telephone system related to or resulting from participating; (vii) acceptance, receipt, possession, attendance at, travel related to, defects in, misuse, inability to use, or use of any component of the Grand Prize including, but not limited to, lost, stolen,

damaged, delayed, or misdirected or destroyed prize (or any element thereof); (viii) any change in the prizing (or any components thereof) due to unavailability, any of which is due to reasons beyond Sweepstakes Entities' control, including, but not limited to, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure including but not limited to overloading of the Sweepstakes Site due to excessive use, threatened or actual terrorist acts, air raid(s), blackout(s), act(s) of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic(s), explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond any of the Sweepstakes Entities' sole and reasonable control, or as otherwise permitted in these Official Rules; (ix) unauthorized human intervention in any part of the entry process or the Sweepstakes; or (x) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries. No more than the stated number of prizes will be awarded. In event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes at random from all legitimate, un-awarded, eligible entries received during the Sweepstakes Period.

In addition, Released Parties shall not be responsible for any cancellations, delays, diversions or substitutions or any acts or omissions whatsoever by any performer(s)/event(s), air carrier(s), hotel(s), or other transportation companies or any other persons providing any of these services and accommodations to passengers including any results thereof such as changes in services or accommodations necessitated by same. The passenger contracts in use by the airlines or other transportation companies shall constitute the sole contracts with respect to the prize Winner's and his/her Guest's transportation and such contracts shall be solely between the Winner, his/her Guest and such transportation companies. Sweepstakes Entities shall not be parties to such contracts and shall assume no responsibility in such connection. Released Parties shall not be liable for any loss or damage to baggage or the loss, theft or damage of cash, cameras, jewelry, securities, heirlooms, negotiable papers or other valuables. Winner and his/her Guest assume all liability for any injury or damage caused, or claimed to be caused, by participating in this Sweepstakes or use or redemption of the Grand Prize. The Released Parties are not responsible if entry or participation is prevented, or if any prize cannot be awarded, due to cancellations, delays, or interruptions due to acts of god, acts of war, natural disasters, weather, or terrorism.

WITHOUT LIMITING THE FOREGOING, THE SWEEPSTAKES, ALL PRIZES, AND ALL MATERIALS PROVIDED ON OR THROUGH THE SWEEPSTAKES SITE 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. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

Sponsor reserves the right in its sole discretion to disqualify any individual that Sponsor or Administrator find to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserve the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision

11. **PUBLICITY.** EXCEPT WHERE PROHIBITED BY LAW, WINNER GRANTS TO SPONSOR AND THE NCTC MEMBER CABLE OPERATOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR, NCTC MEMBER CABLE OPERATOR) OR THEIR RESPECTIVE PARENT, SUBSIDIARIES, AFFILIATES, AGENTS (INCLUDING ADVERTISING AND PROMOTION AGENCIES), CONTRACTORS, SUPPLIERS, AND THOSE ACTING PURSUANT TO ITS AUTHORITY, THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLDWIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING BUT NOT LIMITED TO

THE WORLD WIDE WEB, AT ANY TIME OR TIMES, WINNER'S NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, AND BIOGRAPHICAL INFORMATION FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME ON ANY FORM OF MEDIA) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION. PARTICIPANTS AGREE THAT SPONSOR SHALL OWN THE SWEEPSTAKES ENTRIES, WHICH WILL NOT BE ACKNOWLEDGED OR RETURNED, AND THAT SPONSOR AND ITS DESIGNEES SHALL HAVE THE PERPETUAL, WORLDWIDE RIGHT TO EDIT, PUBLISH, AND USE THE SWEEPSTAKES ENTRIES IN ANY WAY AND IN ANY MEDIA FOR TRADE, ADVERTISING, PROMOTIONAL, AND/OR OTHER PURPOSES AS SPONSOR AND/OR ITS DESIGNEES MAY DETERMINE WITHOUT FURTHER CONSIDERATION TO PARTICIPANTS OR ANY THIRD PARTY.

12. **GOVERNING LAW/JURISDICTION.** The Sweepstakes and these Official Rules are governed by and shall be construed in accordance with the substantive laws of the State of New York (as distinguished from the choice of law rules) and the United States of America applicable to contracts made and performed entirely in New York and where the relevant contacts are with such state. Except where prohibited, as a condition of participating in this Sweepstakes, each Participant agrees that any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, the Grand Prize awarded, or the determination of the Official Winner shall be resolved individually, without resort to any form of class action. Participant further agrees that in any cause of action, the Sweepstakes Entities' entire liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Sweepstakes Entities be liable for attorneys' fees and/or experts' fees and costs. Participant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages and Participant further waives all rights to have damages multiplied or increased.

13. **USE OF INFORMATION.** By entering the Sweepstakes, each Participant agrees that Participant's entry and any other personally identifiable information collected or used in connection with the Sweepstakes may be used by Sponsor in accordance with its Privacy Policy, as posted at [www.mtv.com/sitewide/legal/privacy.jhtml](http://www.mtv.com/sitewide/legal/privacy.jhtml).

14. **RULES/WINNERS LIST.** To receive the names of the Winners or a copy of these Official Rules, send a self-addressed, stamped envelope to: "2017 MTV Video Music Awards Sweepstakes" c/o Hothouse, Inc. 621 North Ave. NE, Suite A-100, Atlanta, GA 30308, for receipt by September 28, 2017. Please specify "Rules" or "Winner Info". You may also view the Official Rules by visiting [www.mtvmasweeps.com](http://www.mtvmasweeps.com) during the Sweepstakes Period.