

Becoming a Popstar – Fan Favorite TikTok Voting

VOTING CONTEST OFFICIAL RULES NO PURCHASE NECESSARY. VOID WHERE PROHIBITED BY LAW.

- 1. Overview:** The **Becoming a Popstar Pepsi/TikTok/MTV Singing Competition** (the “**Program**” or “**Series**”) is a music video competition reality television Series (the “**Competition**”) that will be broadcast on the Paramount Global programming services including, without limitation MTV (“**Sponsor**”) of **Becoming a Popstar – Fan Favorite TikTok Voting** (“**Voting Contest**”). A core group of up to eight (8) content creator contestants (“**Contestants**”) will compete in a series of weekly competitions making original music tracks and accompanying visuals (“**Challenge(s)**” or “**Performances**”) over the course of the “**Episodes**” in order to not be eliminated by a panel of judges (each a “**Judge**” and collectively the “**Judges**”), in the quest to be awarded the grand prize (“**Grand Prize**”) which will be determined by the Judges separate and apart from the Voting Contest, as well as potentially winning a ten thousand dollar (\$10,000) fan favorite prize (“**Fan Favorite Prize**”) in the Voting Contest. For each Contestant appearing in the applicable participating Episode for which the voting is held, the Fan Favorite Prize will be awarded to the Contestant who received the highest number of votes by members of the general public and viewers of the Program who cast their vote on the TikTok Platform (as defined below) during the voting periods following each participating Episode as more fully defined and described below. One (1) Fan Favorite Prize will be awarded per participating Episode. For all purposes of this Voting Contest, the TikTok Platform is the official clock, and all times refer to Eastern Daylight Time (“**ET**”). The following four (4) Episodes have been designated for public voting:

Episode	Challenge Name	Program Broadcast Date
1	Rep Your City	Thursday, 3/24/2022 at 10:00 pm ET
2	The Duets	Thursday, 3/31/2022 at 10:00 pm ET
3	Dance	Thursday, 4/7/2022 at 10:00 pm ET
4	Save the Music	Thursday, 4/14/2022 at 10:00 pm ET

- 2. Voter Eligibility:** Voters must be current legal residents of one of the fifty (50) states of the U.S. or D.C., thirteen (13) years of age or older as of the date their vote(s) were cast, and each Voter may only vote from his/her/their valid registered account on the TikTok Platform from a location within the United States. Individuals employed by and who are also directly involved in the production or handling of the Program and/or Voting Contest of the Sponsor, TikTok Inc. (“**TikTok**”), Pepsi-Cola Advertising and Marketing, Inc., Torch 2014, Inc., New Viacom Velocity LLC, Enteractive Solutions Group, Inc. (“**Administrator**”), and Sullivan Compliance Company (collectively “**Voting Contest Entities**”) are not eligible to vote. **Voters and Contestants are strictly prohibited from incentivizing Votes in any manner or means including but not limited to: offering or accepting any favor, prizes, consideration, access, product, service, follow back, reward, special content, personal contact or the promotion of any such exchange.**
- 3. How to Vote:** Viewers of the Program and members of the general public (collectively “**Voters**”) can vote on the TikTok application, platform, or services (“**TikTok Platform**”) during each Voting Period using a tablet or mobile device. The Voter must have a valid registered account on the TikTok Platform. The Voter must log into her or his TikTok Platform account on the TikTok Platform, and in the “**Search**” bar, enter “**#MTVPopstar**” or any Program Search Terms (i.e., **Becoming a Popstar**, **Becoming a Popstar Vote**, **#BecomingAPopstar**, **#BecomingAPopstarVote**, and **#MTVPopstarVote**) to access the official voting page for the Voting Contest

on the TikTok Platform (“**Voting Site**”) to view each Contestant’s original performance video from the current participating Episode (each a “**Video**” and collectively the “**Videos**”). The order of the Videos posted on the Voting Site have been randomized by the Administrator. When the applicable Voting Period (as defined below) is open, Voters may click on the vote button beneath the Video of the Voter’s choice to cast their vote for the best original performance exhibited by their chosen Contestant (each a “**Vote**” and collectively “**Votes**”) based on the following judging criteria: Originality, Presence, Performance, Vocal Ability, and Dance Ability (collectively, “**Judging Criteria**”). By casting such Vote, the Voter agrees and accepts to be bound by the terms of the Voting Contest Official Rules. Each Contestant may Vote for his/her/their own performance and can invite and encourage his/her/their family and friends to Vote. If a Voter is from a jurisdiction that deems him/her/them to be a minor, he/she/they must obtain parental/legal guardian consent prior to voting or submitting any personally identifiable information. Voting periods will begin following the conclusion of each participating Episode, that starts on a Thursday and ends on the following Tuesday, during the following dates and times (each a “**Voting Period**” and collectively the “**Voting Periods**”):

Episode	Voting Start Date/Time	Voting End Date/Time
1	Thursday, 3/24/2022 at 10:58 pm ET	Tuesday, 3/29/2022 at 5:00 pm ET
2	Thursday, 3/31/2022 at 10:28 pm ET	Tuesday, 4/5/2022 at 5:00 pm ET
3	Thursday, 4/7/2022 at 10:28 pm ET	Tuesday, 4/12/2022 at 5:00 pm ET
4	Thursday, 4/14/2022 at 10:28 pm ET	Tuesday, 4/19/2022 at 5:00 pm ET

VOTERS ARE STRICTLY PROHIBITED FROM VOTING BASED ON THE FOLLOWING: RACE, GENDER, COLOR, RELIGION, SEX, NATIONAL ORIGIN, AGE, MARITAL STATUS, DISABILITY, MEDICAL CONDITION, SEXUAL ORIENTATION, CITIZENSHIP, OR ANY OTHER BASIS PROTECTED BY APPLICABLE FEDERAL, STATE, OR LOCAL LAW, DECREE, ORDINANCE OR REGULATION. TikTok’s tracking and reporting system will account and log every Vote for each Contestant appearing in one (1) or more of the participating Episodes. The use of automated voting, voting exchanges, outsourced voting or proxy voting is strictly prohibited. Any attempt by a Contestant or a Voter to rig the voting process and/or any attempt to cast Votes that were exchanged, bought, received by the same person from multiple accounts, or that are otherwise in violation of these Voting Contest Official Rules, will be disqualified. Votes that are in violation of these Voting Contest Official Rules, incomplete, garbled, corrupted, or unintelligible for any reason, including, but not limited to, computer or network malfunction or congestion (including, without limitation, at the Voting Site’s and/or any other entity's servers), are void and will not be accepted. Any attempted form of Voting other than as described herein shall be null and void. The use of the TikTok Platform must comply with TikTok’s Terms of Service found at <https://www.tiktok.com/legal/terms-of-service?lang=en>. **Limit up to ten (10) Votes per TikTok Platform account during each Voting Period. Any Vote attempts above ten (10) Votes per TikTok Platform account during a Voting Period will NOT be counted as valid.** All Votes for each participating Episode Contestant Video must be received during the Voting Periods set forth in the chart above in order to be counted. Each Vote must be cast by the authorized account holder of the TikTok Platform account on which such Vote is cast. **The last Voting Period ends at 5:00 pm ET on April 19, 2022. SUBMITTED VOTES REPRESENT SOLELY THE VIEWS/OPINIONS OF THE VOTERS AND DO NOT REFLECT THE VIEWS/OPINIONS OF THE VOTING CONTEST ENTITIES IN ANY MANNER.** The Voting Site may not be accessible on certain devices, including mobile phones, handheld devices and/or tablets. If a Voter experiences any issues entering, he/she/they should access the Voting Site from a desktop or laptop computer. Voters should use care and not drive or operate machinery while participating in the Voting Contest. If Voters use a web-enabled mobile device to participate, data rates may apply (Voters should contact their service provider for data rates/plans).

- 4. Fan Favorite Winner Determination:** At the conclusion of each Voting Period, the Administrator, an independent compliance organization, will tabulate all the Votes received for that week’s Voting Period. The Contestant that received the highest number of Votes each week during the applicable Voting Period will be deemed the “Fan Favorite Winner”. Public voting will count for 100% of the total score unless two (2) or more Contestants receive the same Voting score. In the event of a tie, the Judges (defined above), in their sole discretion, shall choose the applicable winning Contestant based on an evaluation of which Contestant’s performance is superior overall, taking all Judging Criteria into consideration.
- 5. TikTok LIVE Stream Winner Announcements:** Each Fan Favorite Winner will be announced on a series of TikTok LIVE live-stream special broadcasts hosted by the @MTV account on the TikTok Platform on the following dates and times:

Fan Favorite Winner	TikTok LIVE Stream Date/Time
1	Thursday, 3/31/2022 6:00 - 6:30 pm ET
2	Thursday, 4/7/2022 6:00 - 6:30 pm ET
3	Thursday, 4/14/2022 6:00 - 6:30 pm ET
4	Thursday, 4/21/2022 6:00 - 6:30 pm ET

The TikTok LIVE live-stream special broadcasts may be viewed using a tablet or mobile device by logging into a TikTok Platform account on the TikTok Platform and in the "Search" bar, search for @MTV to access the @MTV account, and, at the TikTok LIVE live-stream start time, clicking the "LIVE" button directly beneath the profile picture at the top of the page.

- 6. Fan Favorite Prizes: Four (4) Fan Favorite Prizes will be awarded in the Voting Contest (one (1) prize per Voting Period):** Each Fan Favorite Winner will receive ten thousand dollars (\$10,000) awarded in the form of a check made out to the Fan Favorite Winner (“**Fan Favorite Prize**”). **The approximate retail value (“ARV”) of each Fan Favorite Prize: \$10,000. The ARV of all Fan Favorite Prizes: \$40,000.** A Contestant who is deemed a Fan Favorite Winner and who appears in more than one (1) participating Episode, may potentially win more than one (1) Fan Favorite Prize. Fan Favorite Prizes are non-refundable, non-endorsable, and non-transferable. Fan Favorite Prize restrictions/conditions stated herein are not all-inclusive and may be subject to additional restrictions/conditions. No transfer or assignment of any Fan Favorite Prize is permitted. All expenses associated with the receipt or use of a Fan Favorite Prize not specifically mentioned as being included are excluded and are the responsibility of each Fan Favorite Winner. As applicable, prize notifications, documentation, and prizes will only be shipped to U.S. and D.C., addresses. All federal, state, and/or other taxes (including but not limited to income taxes) arising from participation in the Voting Contest or the award of the Fan Favorite Prize(s) are the sole responsibility of each Fan Favorite Winner. Each Fan Favorite Winner will be issued an IRS Form 1099-MISC from the Sponsor for the total ARV of the Fan Favorite Prize(s) won (as stated herein) in the calendar year won. Any depiction of the Fan Favorite Prizes in Voting Contest materials or otherwise are for illustrative purposes only. Final eligibility for the award of a Fan Favorite Prize is subject to verification and compliance with these Voting Contest Voting Contest Official Rules and the Series Rules.
- 7. Privacy Policy:** Any personal information supplied by Voters to the Sponsor or its affiliates will be subject to the Sponsor’s Privacy Policy (<https://www.viacomcbsprivacy.com/en/policy?r=www.mtv.com>) and Terms of Use (<https://www.mtv.com/legal/o3ccr8/terms-of-use>), and any information supplied by and/or collected from Voters on the TikTok Platform is subject to the TikTok Privacy Policy found at

<https://www.tiktok.com/legal/privacy-policy-us?lang=en>. Each policy may be modified from time to time. If a Voter chooses to opt-in to receive communications from a participating Voting Contest Entity, his/her/their information will be subject to that Voting Contest Entity's privacy policy and terms of service (if applicable), and such Voter agrees to receive additional email communication from that particular Voting Contest Entity. Opting in to receive communications does not affect any Contestant's score. Contestants and Voters understand, agree, and consent that any personally identifiable information provided to the Administrator may be retained and used for the purposes of this Voting Contest (including but not limited to as applicable: record keeping, tax forms, and/or any prize fulfillment related obligations). The Administrator does not and will not sell the personally identifiable information of any Contestant or Voter. Furthermore, the Administrator will not share or disclose any personally identifiable information to any third-party company or business unrelated to the Voting Contest.

- 8. General Conditions:** Each Voter, Contestant and Fan Favorite Winner release the Voting Contest Entities, Viacom International Inc., Jesse Collins Entertainment, PepsiCo, Inc., and TikTok Inc., and their parent, subsidiary and/or affiliate entities, licensees, sublicensees, and the officers, directors, employees, agents, attorneys, successors, and assigns of each of the foregoing ("each a **Released Party**" and collectively **Released Parties**"), from any and all claims or liability (now known or hereafter arising), including but not limited to any claims for defense and/or indemnity, in connection therewith. By participating, each Voter, Contestant and Fan Favorite Winner agrees to: (a) be bound by these Voting Contest Official Rules and the decisions of the Sponsor, Administrator and Judges, which are final and binding in all respects; (b) waive any right to claim ambiguity with these Voting Contest Official Rules; (c) indemnify and hold harmless the Released Parties from any and all liability resulting or arising from use of any submitted Vote or Voting scores; and (d) release all right to bring any claim, action, or proceeding against the Released Parties. If, for any reason, the Voting Contest is not capable of running as originally planned, the Sponsor, in its sole discretion, reserves the right to cancel, suspend or modify the Voting Contest or any portion(s) thereof and calculate the Votes and award the prizes from all salvageable eligible Votes received prior to and/or after (as appropriate) the action taken by Sponsor, or award the prizes in a manner that is fair and equitable and notice of such action will be posted on the Voting Site. Sponsor reserves the right, in its sole discretion, to disqualify any individual found to be tampering with or defrauding the voting process or the operation of the Voting Contest; to be acting in violation of these Voting Contest Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any Voter, Contestant or Fan Favorite Winner attempting to defraud or in any way tamper with this Voting Contest will be ineligible for a prize and may be prosecuted to the full extent of the law.
- 9. Disclaimers:** The Released Parties are not responsible or liable for Votes that are entered by other than human means (such as by an automated computer program or any non-human mechanism, entity, or device), or for Votes that are late, tampered with, forged, incomplete, misdirected, deleted, damaged, lost, stolen, destroyed, dropped, inaccessible, corrupted, jumbled, duplicated, or otherwise not in compliance with these Voting Contest Official Rules and such Votes will be disqualified. By participating in the Voting Contest, each Voter, Contestant and Fan Favorite Winner agree and acknowledge that the Released Parties shall have no responsibility or liability (including, but not limited to, liability for any property loss, damage, personal injury, or death) in connection with participation in this Voting Contest; human error; incorrect or inaccurate transcription of Voting information; disputes over who is the Voter; acceptance/possession, use/misuse of the prizes awarded herein; typographical errors in the Voting Contest promotional material; technical malfunctions of the telephone network, computer online system, voting system, computer dating mechanism, computer equipment, software, upload, "Submit" mechanisms, internet service provider(s); interruption or inability to access the Voting Contest, Voting Site, TikTok applications, banners, tabs, the Voting mechanisms, or any online service or link (or Sponsor's/Administrator's/TikTok's technical administrators inability to access content/Votes) via the internet due to hardware or software compatibility problems; wireless network dead zones or obstructions; any damage to a Voter's (or any third person's) computer/mobile/tablet device, and/or its contents related to or resulting from any part of this Contest or from entering or downloading materials/software in connection with the Contest; any lost/delayed data transmissions, omissions, interruptions, and/or defects or any other errors or malfunctions; pre-emption/interruption/cancellation of the

Program or LIVE stream, promos, or elements of the Voting Contest even if caused by the negligence of one of the Released Parties. The Released Parties shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience, or irregularity that may be caused by or have contributed to: (1) any wrongful, negligent, or unauthorized act or omission on the part of prize supplier(s) or any of its agents, servants, employees, or independent contractors, (2) any wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Sponsor, or (3) any other cause, condition or event whatsoever beyond the control of Sponsor or its parents, subsidiaries and/or affiliated companies. Voters, Contestants and Fan Favorite Winners hereby acknowledge that the 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 any prize, including express warranties provided exclusively by a prize supplier that are sent along with a prize. The failure of the Released Parties to comply with any provision of these Voting Contest Official Rules due to an act of God, hurricane, war, fire, demonstrations, riot, earthquake, terrorism, act of public enemies, strikes, epidemics, pandemics, actions of governmental authorities outside of the control of the Released Parties (excepting compliance with applicable codes and regulations) or other force majeure event will not be considered a breach of these Voting Contest Official Rules.

10. GOVERNING LAW AND JURISDICTION: This Voter Contest shall be construed and governed according to the laws of the U.S. and the state of New York. Any controversy or claim arising out of or relating to (i) this Voter Contest, (ii) the awarding or redemption of the Fan Favorite Prize(s), and/or, (iii) the determination of the scope or applicability of these Voting Contest Official Rules or their enforcement or interpretation shall be governed by and construed in accordance with the substantive laws of the state of New York without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws. Voters, Contestants and Fan Favorite Winners agree that his/her/their claim, if any, will be resolved individually, without resort to any form of class action. Voters, Contestants and Fan Favorite Winners further agree that any claim/judgment/award shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Voter Contest but in no event attorneys' fees; and, under no circumstances, will a Voter, Contestant or and Fan Favorite Winner be entitled to awards. Voters, Contestants and Fan Favorite Winners hereby waive all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or increased. Should any term of this section be deemed by a tribunal of competent jurisdiction void, unenforceable or contrary to law, such term shall, but only to the extent necessary to bring this section within the requirements of law, be deemed to be severed from the other terms of these Voting Contest Official Rules, and the remainder of these Voting Contest Official Rules shall be given effect as if it had not included the severed term herein. **THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THIS AGREEMENT WHETHER SOUNDING IN CONTRACT OR TORT AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.**

11. Voting Contest Official Rules/Official Winners' List: To receive a copy of these Voting Contest Official Rules or the Official Winners' List, send a self-addressed stamped envelope to: **Becoming a Popstar – Fan Favorite TikTok Voting** "Rules" or "Winners" (specify which), P.O. Box 6493, Burbank, CA 91510. The Official Winners' List will be available after April 21, 2022. Fan Favorite Winners may also be posted on the Voting Site or other Program social media channels. All requests must be received by June 21, 2022. The Voting Contest Official Rules will be posted on the Voting Site during the Voting Contest.

12. Sponsor: Paramount Global, 1515 Broadway, New York, NY 10003

13. Administrator: ESG, 1612 W. Olive Avenue, Suite 300, Burbank, CA 91506. The Administrator is not the supplier or guarantor of the prizes.

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