Official Rules
"The Challenge Sweepstakes"
Sponsored by The MTV Entertainment Group

1. NO PURCHASE NECESSARY TO ENTER OR WIN THE PRIZE. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING. A TWITTER ACCOUNT AND INTERNET CONNECTION ARE REQUIRED FOR ENTRY. VOID OUTSIDE OF THE FIFTY (50) UNITED STATES AND DISTRICT OF COLUMBIA AND WHERE PROHIBITED OR RESTRICTED BY LAW.

2. **Entry Period**: The **"The Challenge Sweepstakes"** (the "**Sweepstakes**") commences at 8:00:01 PM Eastern Daylight ("**EST**") on August 11, 2021 and ends at 7:59:59 PM (EDT) on August 12, 2021 (the "**Entry Period**"). All entries must be received by 7:59:59 PM (EDT) on August 12, 2021.

3. **Eligibility:** This Sweepstakes is open to individuals who are legal residents of one (1) of the fifty (50) United States or the District of Columbia 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 ("**Qualifying Minor**"), he/she must obtain parental/legal guardian consent prior to entering the Sweepstakes. Employees and their immediate families (*i.e.*, parents, spouse, children, siblings, grandparents, step parents, step children and step siblings) of The MTV Entertainment Group ("**Sponsor**"), ViacomCBS, Twitter, Inc. ("**Twitter**"), and each of their respective parent companies, affiliated companies, subsidiaries, advertising agencies and third party fulfillment agencies, and each of their respective members, managers, related financing entities, agents, employees, officers, directors, successors and assigns (collectively, the "**Sweepstakes Parties**") 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? and by the interpretations of these Official Rules by the Sponsor, and by the decisions of the Sponsor, which are final in all matters relating to this Sweepstakes; (b) release, indemnify, and hold harmless each of the Sweepstakes Parties against 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 the Grand Prize (as hereinafter defined); and (c) acknowledge compliance with these Official Rules and the decisions of the Sponsor, which are final and binding. Sweepstakes is subject to all applicable federal, state and local laws..

4. **To Enter**: During the Entry Period, you must follow the @ChallengeMTV account, on Twitter and follow the instructions in any call to action provided in the Twitter post from Sponsor on such accounts that indicates there is a chance to enter to win the Prize (the "**Call to Action Post(s)**").

A Call to Action Post will call for entrants to "retweet" a Sponsor's original tweet in its entirety, including the embedded link to these Official Rules, via entrants' own Twitter accounts 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 retweeting Sponsor's Call to Action Post, YOU AGREE TO THESE OFFICIAL RULES. You are required to follow the Sponsor's @ChallengeMTV Twitter account so you can see the Winner's announcement to see if you've won (pending verification) in addition

to the winner notification 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 then-current 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 account 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. Users can enter an unlimited number of times regardless of method of entry (or combination thereof).

All Entries submitted in accordance with these Official Rules shall be hereinafter referred to as ("**Eligible Entries**"). 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's notification described in Section 5, 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**"). Entrant must be the only person depicted in the Submission. The potential Winner may be required to show proof of being the authorized account holder of the account associated with the Entry. 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: (i) 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 permissions, necessary to grant the rights granted herein; (ii) that the Entry does not and will not violate any law, statute, ordinance or regulation; (iii) 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, 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 (iv) 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; provided, however that 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, 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, and/or Sponsor's worldwide programming services and/or 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 Entrant acknowledges that Sponsor may use the Entries in accordance with the permissions 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, email or otherwise
- Website or web page links
- Derogatory characterizations of any ethnic, racial, sexual or religious groups, humiliations of other people (publicly or otherwise), or 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 person other than the Entrant
- 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's Selection and Notification**. There will be one (1) winner (the "**Winner**") selected at random by Sponsor from among all Eligible Entries received within approximately one (1) week of the close of the Entry Period. To the extent permitted by law, Sponsor disclaims any liability from, and Entrants, whether or not selected as the Winner, agree to waive, any claims against Sponsor relating to the winner selection or awarding process. Sponsor reserves the right to select an alternate Winner in the event that an originally selected Winner fails to comply with these Official Rules. Sponsor will make up to one (1) attempt over a twenty four (24) hour period following the potential Winner's selection to contact the potential Winner via direct messaging to potential Winner's Twitter account and via tweets from http://www.twitter.com/ChallengeMTV, and/or from Sponsor's @MTV Twitter handle. If a potential Winner cannot be reached directly during the twenty four (24) hour period in which he/she is being contacted, such potential Winner will be disqualified and an alternate Winner will be selected at random 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 from among the Eligible Entries received in the event that a potential Winner fails to comply with these Official Rules.

6. **Winner's Verification:** The potential Winner must prove eligibility, including, without limitation, proof of age and residence, phone number, social security or resident alien identification number, within three (3) days of being notified as the potential Winner. In the event of non-compliance by a potential Winner, such potential Winner shall be disqualified and all privileges otherwise due as the 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. The potential Winner (or his/her parent or legal guardian if such Winner is deemed to be a Qualifying Minor) must sign within three (3) days 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) where imposing such condition is legal, a promotional release granting Sponsor the right to use their name and likeness, signature, voice

and biography for advertising and publicity purposes without additional compensation ("**Prize Claim Documents**"). 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 the Winner, Entrant must also complete (or his/her parent or legal guardian if such Winner is deemed to be a Qualifying Minor) 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 Winner for creative or technical reasons or for any other reason Sponsor deems necessary. The affidavit of eligibility provided prior to the receipt of the Prize must be complete and must include Winner's (or his/her parent's or legal guardian's if such Winner is deemed to be a Qualifying Minor) 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 POTENTIAL WINNER'S DISQUALIFICATION FROM THE SWEEPSTAKES, AND ALL PRIVILEGES AS A POTENTIAL WINNER WILL BE IMMEDIATELY TERMINATED.

7. **Prize (1):** The one (1) Winner will be awarded a pair of Apple AirPods Max (the "**Prize**").

The approximate retail value (the "**ARV**") of the Prize is $500.00 and the total ARV of all prizes to be awarded in this Sweepstakes is $500.00. 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. 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. A potential winner is not a recipient of the Prize until he/she has been verified as the Winner by Sponsor. Winner will be solely responsible for paying all applicable federal, state or local taxes on the Prize. 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 within four (4) to eight (8) weeks of the selection and verification of the Winner. Prize will be awarded in the name of the parent or legal guardian of Winner if Winner is deemed to be a Qualifying Minor at time of prize fulfillment.

8. **General 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. ANY VIOLATION OF THESE OFFICIAL RULES BY THE WINNER OR ANY BEHAVIOR BY THE WINNER THAT MAY, IN ANY OF THE SWEEPSTAKES PARTIES' GOOD FAITH DETERMINATION, BE DEEMED TO BE OBNOXIOUS, THREATENING, ILLEGAL OR THAT IS INTENDED TO ANNOY, ABUSE, THREATEN OR HARASS ANY OTHER PERSON OR BRING ANY OF THE SWEEPSTAKES PARTIES, OR ANY OTHER ACTIVITY RELATED TO THE SWEEPSTAKES OR THE GRAND PRIZE INTO DISREPUTE OR OTHERWISE SHED A NEGATIVE LIGHT ONTO ANY OF THE SWEEPSTAKES PARTIES , OR ANY OTHER ACTIVITIES ASSOCIATED WITH THE SWEEPSTAKES WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS THE

WINNER OF THIS SWEEPSTAKES AND ALL PRIVILEGES AS THE 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. The 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 any Sweepstakes-related materials, administration of the Sweepstakes, or in the announcement of the Prize or the Winner. 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 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 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 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 WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW RULES. 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 SWEEPSTAKES 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, THE PRIZE(S) PRIZES, AND ALL MATERIALS 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?

10. **Request for the Name of the Winner and Official Rules:** For a copy of these Official Rules or any legal required list of winners, send an email to the attention of Eric.Dimitratos@mtvstaff.com with either "Official Rules of the Challenge Sweepstakes" or "Winner of the Challenge Sweepstakes" in the subject line.

All requests for a copy of the Official Rules and for the name of the Winner must be made within 60 days of the end of the Sweepstakes.

11. **Sponsor:** This Sweepstakes is sponsored by ViacomCBS on the behalf of the MTV Entertainment Group, 1515 Broadway, New York, NY 10036. Twitter is not a sponsor of this Sweepstakes and in no way endorses or is responsible for the administration of this Sweepstakes.