Official Rules MTV Unplugged Twenty One Pilots Giveaway 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 PARTICIPATE. VOID OUTSIDE OF THE FORTY-EIGHT (48) UNITED STATES AND THE DISTRICT OF COLUMBIA AND WHERE PROHIBITED OR RESTRICTED BY LAW.
- 2. Entry Period: MTV's "Unplugged Twenty One Pilots Giveaway" (the "Promotion") commences at 9:00:01 PM Eastern Daylight Time ("EDT") on June 9, 2022 and ends at 11:59:59 PM (EDT) on June 16, 2022 (the "Promotion" Period"). All entries must be received by 11:59:59 PM (EDT) on June 16, 2022.
- 3. Eligibility: This Promotion is open to individuals who are legal residents of the forty-eight (48) contiguous 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 their parent or legal guardian to participate in this Promotion. Employees and their immediate families (i.e., parents, spouse, children, siblings, grandparents, step parents, step children and step siblings) of Viacom International Inc. ("VII" or "Sponsor"), Twitter, Inc. ("Twitter"), Pepsi-Cola Company, Twenty One Pilots LLC, and each of their respective affiliated companies, sponsors, subsidiaries, advertising agencies, agents and third party fulfillment agencies (collectively, the "Promotion Entities") are not eligible to enter this Promotion. By participating in this Promotion, entrants: (a) agree to be bound by Sponsor's these Official Rules and to Privacy Policy published at https://www.viacomcbsprivacy.com/en/policy?r=www.mtv.com 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 Promotion; (b) release, indemnify, and hold harmless Promotion Entities and their respective agents, employees, officers, directors, successors and assigns, against any and all claims, injury or damage arising out of or relating to participation in this Promotion and/or use or misuse or redemption of a Prize (as hereinafter defined); and (c) acknowledge compliance with these Official Rules and the decisions of the Sponsor, which are final and binding. This Promotion is subject to all applicable federal, state and local laws.
- 4. To Enter: A Twitter account is required to enter. If you do not have a Twitter account, visit http://www.twitter.com and follow the on-screen instructions to sign up for a free account and download the Twitter app to your mobile device. During the Entry Period, you must follow the @MTV account on Twitter and follow the instructions in any call to action (e.g., reply or comment) provided in the Twitter post from Sponsor that indicates there is a chance to enter to win the Prize(s), including typing exactly any unique term called for in Sponsor's update calling for entries along with a link to these Official Rules as including in Sponsor's post (the "Call to Action Post"). The Call to Action Post for this Promotion will typically ask entrants to tweet the hashtags "#MTVUnplugged" and "#Giveaway" (the "Sweepstakes Hashtags"), via entrants' own Twitter accounts to count as one to count as one "Entry". Entries must include both Sweepstakes Hashtags or they will be disqualified. By submitting your Entry you hereby agree to these Official Rules and to abide by and be bound by Twitter's Terms of Use, which can be found at https://twitter.com/en/tos; if you do not agree to Twitter's Terms of Use, do not enter the Promotion. All personal information collected in connection with this Promotion shall be used in accordance with Sponsor's privacy policy, which can be found at http://www.mtv.com/legal/terms. Limit one (1) Entry per person permitted. All Entries submitted in

accordance with these Official Rules shall be referred to hereinafter as the "<u>Eligible Entries</u>". At the end of the Promotion Period Sponsor will select five (5) winners (each a "<u>Winner</u>") at random from among all Eligible Entries received. By submitting an Entry, you hereby agree to these Official Rules. You are required to follow the @MTV Twitter account so you can see the Winners' announcements to see if you've won (pending verification) in addition to the winner notification described in <u>Section 5</u> below. Please note that if you do not respond the winner notification described in <u>Section 5</u>, you will be disqualified and another Winner may be selected.

In the event of a dispute over who submitted a winning Entry, the authorized subscriber of the Twitter account used to participate in the Promotion 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 Twitter account by Twitter. All Entries become the property of Sponsor and will not be acknowledged or returned. Creating multiple Twitter Accounts in order to exceed the limits on Entries permitted by these Official Rules may result in the disqualification of all Entries from such accounts. Important Note: If your Twitter account is set to "private mode," your updates and/or responses may not be visible in Sponsor's @reply inbox and may not thus be received by Sponsor unless you previously consented to permit Sponsor to see your Twitter updates. If you opt to use Twitter via your wireless mobile device (which may only be available via participating wireless carriers and is not required to enter the Promotion), standard text messaging and/or data rates may apply for each message sent or received from your handset according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Promotion. Participation in this Promotion by mobile device means that you understand that you may receive additional messages by mobile device relating to this Promotion, including notifying you if you are a Winner, which may be subject to charges pursuant to your carrier's rate plan. Mobile device service may not be available in all areas. Check your phone's capabilities for specific instructions.

PLEASE NOTE THAT ANY AND ALL ENTRIES AND METADATA SUBMITTED FOR THIS PROMOTION MAY BE PUBLICLY VIEWABLE.

Entrant agrees: (a) that he/she/they has/have all rights to the contents of the Entry all components thereof, and that entrant has obtained all rights, consents and permission, necessary to grant the rights granted herein; (b) that the Entry does not and will not violate any law, statute, ordinance or regulation; (c) 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 or claims, or 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/their Entry; <u>provided</u>, however that entrant agrees that by entering into this Promotion 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 handle) to advertise, promote and

publicize, the Promotion, 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
- Content cannot contain materials embodying the likenesses, photographs, or other indicia identifying any person who is a minor (except for the entrant) or any person, living or dead, without their express written consent
- 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 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). 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.

In submitting an Entry into this Promotion, 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 Promotion 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 (iv) violates any of the terms or conditions of these Official Rules. Entrant further confirms that he/she has obtained all rights, consents and permission, including, but not limited to, those of persons appearing in the Entry necessary to grant the rights granted herein and shall, provide, at Sponsor's request, written documentation confirming such rights, consents and permission.

5. **Winner Selection and Notification**. On or around June 17, 2022, five (5) Winners will be selected at random by Sponsor from among all Eligible Entries received. Sponsor will make up to two (2) attempts 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. 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 by Sponsor 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.

The final determination of the Winners shall be in the sole and absolute discretion of Sponsor. Sponsor reserves the right to not select a Winner if Sponsor determines, in its sole and absolute discretion that entries received did not meet the minimum requirements specified herein. Sponsor reserves the right to delay the announcement of the Winners in its sole discretion. To the extent permitted by law, Sponsor disclaims any liability from, and entrant, whether or not selected as a Winner, agrees to waive, any claims against Sponsor relating to the selection awarding process. Sponsor reserves the right to select an alternate Winner in the event that a potential Winner fails to comply with these Official Rules.

6. **Winners' Verification:** Each potential Winner must prove eligibility, including, without limitation, proof of age and residence, social security or resident alien identification number, within seventy-two (72) hours of being notified as a potential Winner. In the event of non-compliance by a potential Winner shall be disqualified and all privileges otherwise due as a Winner shall be terminated and an

alternate 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. The potential Winner must sign within seventy-two (72) hours of receipt of such documents from Sponsor: (a) an affidavit of eligibility and release of Sponsor and their respective officers, directors, employees, agents, members, affiliated companies and subsidiaries, 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 Promotion and (b) except where prohibited, a promotional release granting Sponsor the right to use their name and likeness (including their Twitter handle), 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 their unrestricted ownership in all materials contained in their 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 Promotion 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 PROMOTION AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED.

7. **Prizes (5):** Each Winner will receive <u>either</u> one (1) snare drum (ARV: \$125) <u>or</u> one (1) ukulele (ARV: \$80) signed by members of Twenty One Pilots each, a "<u>Prize</u>"). Distribution of each of the Prizes shall be determined randomly by Sponsor in its sole discretion.

Sponsor is not responsible if a Winner is unable or unavailable to accept or utilize the Prize. The total ARV of ("ARV") all prizes to be awarded in this Promotion is up to \$490.00, however, the ARV is subject to change based on current market conditions at time of prize fulfillment. Any difference between the ARV and the actual value, if any, will not be awarded. Prizes are not transferable or refundable and must be accepted as awarded. All details related to the Prizes not specified herein shall be determined by Sponsor in its sole discretion. No substitution, transfer or cash equivalent of the Prizes or any portion thereof is permitted, except by Sponsor, in which case a prize of comparable or greater value may be awarded. Arrangements for fulfillment of the Prizes will be made by Sponsor.

8. **General Prize Terms:** Arrangements for fulfillment of the Prizes will be made within approximately three (3) months of the complete verification of the Winners. The value of the Prizes may be taxable to the Winner as income. Winner will need to supply Sponsor with their social security numbers for tax purposes for any prize valued over \$300.00. An IRS Form 1099 may be issued in the name of the Winner for the actual value of the Prize received. Upon entry into the Promotion, Winners (as well as all other entrants) are required to comply with any and all applicable federal, state, and local laws, rules, and regulations. All federal, state and local taxes (if any), are solely Winner's responsibility. Sponsor shall have no responsibility or obligation to the Winners or any potential Winner who is unable or unavailable to accepts or utilize a Prize as described herein.

If a Winner is unable or unwilling to accept the Prize, the Prize will be forfeited and an alternate Winner may be selected at random from the remaining Eligible Entries received. All details related to the Prizes not specifically listed above shall be solely determined by Sponsor.

9. **General Terms**: Noncompliance 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 THAT WILL BRING SUCH WINNER OR ANY OF THE PROMOTION ENTITIES INTO DISREPUTE (AS DETERMINED BY THE AFFECTED PROMOTION ENTITY IN ITS SOLE DISCRETION WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS A WINNER OF THE PROMOTION AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

The Promotion Entities assume no responsibility for incorrect or inaccurate entry information whether caused by any of the equipment or programming associated with or utilized in this Promotion or by any human error which may occur in Document Number: #1369780

the processing of the entries in this Promotion. Promotion Entities 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 Promotion. Promotion Entities are not responsible for any typographical or other error in the printing of the offer, administration of the Promotion, or in the announcement of the Prizes or the Winners. If, for any reason, the Promotion 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 Promotion Entities which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion or for any reason that the Promotion Entities deem it necessary, Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Promotion, and to determine the Winner in its sole discretion. Should the Promotion be modified or terminated prior to the stated expiration date, notice will be given by Sponsor via Sponsor's Twitter account and the Prize 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 be acting in violation of these Official Rules; (b) to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; or (c) to have provided inaccurate information on any legal documents submitted in connection with this Promotion.

CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION 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 PROMOTION AND THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THE PROMOTION. 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, defend and hold harmless each of the Promotion Entities and each of their respective affiliated companies, parents, sponsors, subsidiaries, officers, directors, employees, agents, members (collectively, the "Indemnified Parties") from and against any and all liabilities, claims, suits, losses, damages, expenses and costs (including, but not limited to reasonable attorneys' fees) resulting or arising from: (i) the Promotion, (ii) any breach or violation of any representation, warranty, obligation or covenant made by each entrant herein or (iii) the acceptance, possession, use, misuse, or nonuse of the Prize (or any portion thereof); and each entrant agrees to release all rights to bring any claim, action or proceeding against the Indemnified Parties, and hereby acknowledge that the Indemnified 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 Prize.

- 10. **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.
- 11. Request for the Names of the Winners and Official Rules: For the names of the Winners and/or Official Rules,

send an email to Sean.Pramov@mtvstaff.com within 60 days of the end of the Promotion with the subject line "MTV Unplugged Twenty One Pilots Giveaway: Rules" or "MTV Unplugged Twenty One Pilots Giveaway: Winner List".

12. **Sponsor:** This Promotion is sponsored by Viacom International Inc. on behalf of the MTV programming service, 1515 Broadway, New York, New York 10036. Twitter is not a sponsor of this Promotion and is in no way responsible for the administration of the Promotion or the verification of the Winners. All inquiries regarding the Promotion should be directed to VII, not to Twitter.