

Official Rules

“MTV Back-to-School Sweepstakes”

Sponsored by MTV Networks, a division of Viacom International Inc. and Warner Brothers Home Entertainment Group

1. NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

2. **Entry Period:** MTV Back-to-School Sweepstakes” (the “Sweepstakes”) commences at 12:00:01 AM (ET) on August 11, 2009 and ends at 11:59:59 PM (ET) on September 1, 2009 (the “Sweepstakes Period”). All entries must be received by 11:59:59 PM (ET) on September 1, 2009.

3. **Eligibility:** The Sweepstakes is open to legal residents of the 50 United States and District of Columbia who are at least fourteen (14) years of age or older at time of entry. If entrant is not the age of majority in the jurisdiction in which entrant resides, entrant must obtain parental or legal guardian consent to be eligible to enter. Employees and their immediate families (*i.e.*, parents, spouse, children, siblings, grandparents, step parents, step children and step siblings) of MTV Networks, a division of Viacom International Inc. (“MTVN”), Warner Brothers Home Entertainment Group (“WBHE” and, together with MTVN, the “Sponsors”) and each of their subsidiaries and other affiliated companies, sponsors, subsidiaries, advertising agencies, third party fulfillment agencies (collectively, the “Sponsor Entities”) are not eligible. By participating in this Sweepstakes, entrants: (a) agree to be bound by these Official Rules and by the interpretations of these Official Rules by the Sponsors, and by the decisions of the Sponsors, which are final in all matters relating to the Sweepstakes; (b) release and hold harmless the Sponsor Entities, and each of their respective subsidiaries and other affiliated companies, sponsors, subsidiaries, advertising agencies, third party fulfillment agencies 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 Sweepstakes and/or use or misuse or redemption of a prize; and (c) acknowledge compliance with these Official Rules.

4. **To Enter:** Visit <http://backtoschool.mtv.com>, a website owned and controlled by MTVN (the “Website”), and follow the instructions to enter the Sweepstakes and submit the form as instructed. Entrants may enter as many times as they. Entrants must also agree to the terms of MTVN’s Privacy Policy. In the event of a dispute over the identity of an entrant who has entered online, the authorized subscriber of the e-mail account 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 e-mail address by an Internet access provider, online service provider or other organization (e.g. business, education institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. All entries submitted in accordance with these Official Rules shall be hereinafter referred to as “Eligible Entries”. All entries become the property of MTVN and will not be acknowledged or returned. Odds of winning depend on the number of Eligible Entries received.

5. **Prize Winners Selection/Notification:** There will be five (5) grand prize winners (each, a “Grand Prize Winner” and collectively, the “Grand Prize Winners”) randomly selected by MTVN from the pool of Eligible Entries on or around the week of September 1, 2009. The Sponsors expressly reserve the right to delay the announcement of the Grand Prize Winners for creative or technical reasons or for any other reason the Sponsors deem necessary. Sponsors reserve the right not to award some or all of the Grand Prizes if they determines, in their sole discretion, that an insufficient number of Eligible Entries were received during the Sweepstakes Period. MTVN will make up to two (2) attempts over the 48 hour period following Grand Prize Winners’ selection to contact the potential Grand Prize Winners via the phone number provided on their entry forms. If a potential Grand Prize Winner cannot be reached during the 48 hour period in which he/she is called, the potential Grand Prize Winner will be disqualified and an alternate Grand Prize Winner will be randomly selected by MTVN from the remaining pool of Eligible Entries.

6. **Grand Prize Winners Verification:** The potential Grand Prize Winners must prove eligibility, including, without limitation, proof of age and residence within three (3) days of being notified as a potential Grand Prize Winner. In the event of non-compliance by a potential Grand Prize Winner, such potential Grand Prize Winner shall be disqualified and all privileges otherwise due as a Grand Prize Winner shall be terminated and an alternative potential Grand Prize Winner may be chosen from among all of the remaining applicable Eligible Entries received in Sponsors’ sole discretion. The Grand Prize Winners must sign (if entrant is not the age of majority in the jurisdiction, in which potential Grand Prize Winner resides, his/her parent/legal guardian must sign) within three (3) days of receipt of such documents from MTVN: (a) an affidavit of eligibility and release of Sponsor Entities 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 Sweepstakes or the use/misuse or acceptance of the Grand Prize or any portion thereof to be eligible for the Grand Prize; and (b) except where prohibited by law, a promotional release granting Sponsor Entities the right to use their name and likeness for advertising and publicity purposes without additional compensation. Entry into this Sweepstakes constitutes agreement to sign such releases. Grand Prize Winners (his/her parent/legal guardian if entrant is not the age of majority in the jurisdiction in which Grand Prize Winner resides) also must acknowledge that Sponsor Entities have not and will not obtain or provide insurance of any kind relating to the Grand Prize and that Grand Prize Winner will be responsible for obtaining and paying for any life, travel, accident, property or other form of insurance relating to the Grand Prize. Grand Prize Winners (or, if a minor, his/her parent or legal guardian) must also complete any additional legal documents provided by Sponsors (or third party on its behalf, if applicable) with respect to the

Grand Prize and return them as instructed within the timeframe specified by Sponsors or Grand Prize Winner may forfeit Grand Prize at Sponsors' sole discretion. All decisions of Sponsors relating to the Sweepstakes are final. Sponsors expressly reserve the right to delay the announcement of the Grand Prize Winners for creative or technical reasons or for any other reason Sponsors deem necessary.

7. **Grand Prize:** The five (5) Grand Prize Winners will each receive: (a) one (1) *Gossip Girl* Season 2 DVD; (b) one (1) *One Tree Hill* Season 6; (c) one (1) "MTV" silver notebook; (d) one (1) "MTV" sweatshirt; (e) one (1) "MTV" silver pen; (f) one (1) "MTV" trio highlighter; (g) one (1) "MTV" cuppajoe mug; (h) one (1) "MTV" flight bag; (i) one (1) "MTV" sparkle t-shirt; (j) one (1) "MTV" cap; (k) one (1) "MTV" 1981 t-shirt; and (l) two (2) "MTV" stickers (collectively, the "Grand Prize").

The approximate retail value ("ARV") of each Grand Prize is \$212.00 and the ARV of all Grand Prizes is \$1060.00. The ARV is subject to change based on current market conditions at time of Grand Prize fulfillment. Any difference between the ARV and the actual value, if any, will not be rewarded. The dates for fulfillment of the Grand Prizes will be on or around September 15, 2009 subject to programming requirements and such dates are subject to change in MTVN's sole discretion.

8. **General Prize Terms:** Arrangements for fulfillment of the Grand Prizes will be made by the Sponsors. All costs and expenses not specifically listed above, including, without limitation, any equipment to be used in connection with the Grand Prize are solely Grand Prize Winner's responsibility. The value of the Grand Prize may be taxable to Grand Prize Winner as income. Grand Prize Winner must supply Sponsors with his/her social security number for tax purposes. An IRS Form 1099 will be issued in the name of Grand Prize Winner or, if a minor, in the name of his/her parent or legal guardian, for the actual value of the Grand Prize received. Upon entry into the Sweepstakes, Grand Prize 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, and any other costs not specifically provided for in these Official Rules are solely the Grand Prize Winners' responsibility. Sponsor Entities shall have no responsibility or obligation to a Grand Prize Winner or potential Grand Prize Winner who is unable or unavailable to accept or utilize Grand Prize as described herein.

No substitution, transfer or cash equivalent of the Grand Prize or any portion thereof permitted, except by Sponsors, in which case a prize of comparable or greater value may be awarded.

9. **General Terms:** Noncompliance with any of these Official Rules may result in disqualification. ANY VIOLATION OF THESE OFFICIAL RULES BY A GRAND PRIZE WINNER OR ANY BEHAVIOR BY A GRAND PRIZE WINNER THAT WILL BRING SUCH GRAND PRIZE WINNER OR SPONSOR ENTITIES INTO DISREPUTE (IN SPONSOR ENTITIES' SOLE DISCRETION) WILL RESULT IN SUCH GRAND PRIZE WINNER'S DISQUALIFICATION AS A GRAND PRIZE WINNER OF THIS SWEEPSTAKES AND ALL PRIVILEGES AS A GRAND PRIZE WINNER WILL BE IMMEDIATELY TERMINATED.

The Sponsor 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 Sweepstakes or by any human error which may occur in the processing of the entries in this Sweepstakes. The Sponsor 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 web site, or any combination thereof, including, without limitation, any injury or damage to participant's or any other person's computer related to or resulting from participation or downloading any materials in this Sweepstakes. The Sponsor Entities are not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes, or in the announcement of the Grand Prizes and Grand Prize Winners. If, for any reason, the Sweepstakes is not capable of running as planned, including, without limitation, changes in MTVN's on-air programming, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor Entities which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsors reserve the right in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes. Should the Sweepstakes be terminated prior to the stated expiration date, notice will be posted on the Website and the Grand Prizes may be awarded to Grand Prize 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 MTVN. All interpretations of these Official Rules and decisions by Sponsors are final. The Sponsor Entities reserve the right in their sole discretion to disqualify any individual they find to have tampered with the entry process or the operation of this Sweepstakes; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or to have provided inaccurate information on any legal documents submitted in connection with this Sweepstakes. CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR ENTITIES 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. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THOSE COURTS.

Entrants agree to indemnify and hold harmless the Sponsor Entities and each of their respective subsidiaries and other affiliated companies, sponsors, subsidiaries, advertising agencies, third party fulfillment agencies from any and all liability resulting or arising from the Sweepstakes, to release all rights to bring any claim, action or proceeding against the Sponsor Entities.

10. **Request for Names of Grand Prize Winners and Official Rules:** For the names of the Grand Prize Winners and/or Official Rules, send a self-addressed stamped envelope to: MTV Networks, "MTV Back-to-School Sweepstakes", 1515 Broadway, 24th floor, New York, NY 10036. All requests for a copy of the Official Rules and for the names of the Grand Prize Winners must be made by November 1, 2009. Please note on the front left-hand corner of your outer envelope whether you are requesting "Official Rules" or the names of the "Grand Prize Winners". Vermont residents may omit return postage if requesting a set of Official Rules.

11. **Sponsor:** This Sweepstakes is sponsored by MTV Networks, a division of Viacom International Inc., 1515 Broadway, New York, NY 10036 and Warner Brothers Home Entertainment Group, 4000 Warner Blvd., Burbank, CA 91522.