

Official Rules
“The Cotton Closet Sweepstakes”
Presented by
MTV Networks, a division of Viacom International Inc.

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:** “The Cotton Closet Sweepstakes” (this “Sweepstakes”) commences at 6:00:01 PM (ET) on October 15, 2008 and ends at 11:59:59 PM (ET) on December 22, 2008 (the “Sweepstakes Period”). All entries must be received by 11:59:59 PM (ET) on December 22, 2008.
3. **Eligibility:** This Sweepstakes is open to legal residents of the 50 United States and District of Columbia. Entrants must be at least 14 years of age or older at time of entry. Entrants who have not yet reached the age of majority in the jurisdiction in which they reside will need to obtain permission from their parent/legal guardian in order to enter this Sweepstakes. 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”) and its respective parent companies, affiliated companies, subsidiaries, sponsors, advertising agencies and third party fulfillment agencies and their respective agents, employees, officers, directors, successors and assigns (collectively, the “Sponsor Entities”) are not eligible to enter this Sweepstakes. By participating in this Sweepstakes, entrants: (a) agree to be bound by these Official Rules and by the interpretations of these Official Rules by MTVN, and by the decisions of the Sponsor Entities, which are final in all matters relating to this Sweepstakes; (b) release and hold harmless the Sponsor Entities 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 (as hereinafter defined); and (c) acknowledge compliance with these Official Rules.
4. **Sweepstakes Overview:** This Sweepstakes is one sweepstakes wherein one (1) grand prize winner will be selected (the “Grand Prize Winner”) and Ten (10) secondary winners will be selected (the “Secondary Prize Winners”) during the Sweepstakes Period. The odds of winning this Sweepstakes depend on the number of Eligible Entries (as hereinafter defined) received.
5. **To Enter:** Visit <http://cotton.mtv.com>, a web site owned and controlled by MTVN, and complete all required fields on the online entry form. Entrants must also electronically acknowledge and agree to the terms of MTVN’s Privacy Policy and Terms of Use and submit the online entry form as instructed. All entries submitted in accordance with these Official Rules shall be hereinafter referred to as “Eligible Entries” Limit one (1) entry per entrant per day. If an entrant uses multiple e-mail addresses to submit more than one online entry only the first online entry will count. In the event of a dispute over who submitted a winning online entry, the authorized subscriber of the e-mail account used to participate in this 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 become the property of MTVN and will not be acknowledged or returned. The odds of winning this Sweepstakes depend on the number of Eligible Entries received.
6. **Winner Selection/Notification:** The Grand Prize Winner and the Secondary Prize Winners shall collectively be referred to herein as the “Winner” or “Winners”. The Grand Prize Winner shall be randomly selected on or about January 5, 2009 from among all of the Eligible Entries. Secondary Prize Winners will be selected from the remaining Eligible Entries on or about January 5, 2009. MTVN will make up to two (2)

attempts over the 48 hour period following the Winner's selection to contact the potential Winner via the telephone number(s) provided on his/her entry form. If a potential Winner cannot be reached during the 48 hour period in which he/she is called (no messages will be left on answering machines or voicemail systems), the potential Winner will be disqualified and an alternate Winner may be selected from among the remaining applicable Eligible Entries received. MTVN reserves the right not to award some or all of the Prizes if it determines, in its sole discretion, that an insufficient number of Eligible Entries were received during the Sweepstakes Period.

7. **Winner Verification:** The potential Winners must prove eligibility, including, without limitation, proof of age and residence within three (3) days of being notified as a potential Winner. In the event of non-compliance by a potential Winner, such potential Winner shall be disqualified and all privileges otherwise due as a Winner shall be terminated and an alternative potential Winner may be chosen by MTVN (or third party on its behalf, if applicable) from among all of the remaining applicable Eligible Entries received, in MTVN's sole discretion. The Winner must sign (his/her parent/legal guardian must sign if a Winner is a resident of a jurisdiction that deems him/her to be a minor) within three (3) days of receipt of such documents from MTVN (or third party on its behalf, if applicable): (a) an affidavit of eligibility and release of Sponsor Entities 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 Secondary Prizes (each as defined below and collectively referred to herein as the "Prizes"), as applicable, or any portion thereof to be eligible for the Prizes; 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. Winners also must acknowledge that Sponsor Entities have not and will not obtain or provide insurance of any kind relating to the Prizes and that Winners (his/her parent/legal guardian must acknowledge if any Winner is a resident of a jurisdiction that deems him/her to be a minor) will be responsible for obtaining and paying for any life, travel, accident, property or other form of insurance relating to the Prizes. Winners must also complete any additional legal documents provided by MTVN (or third party on its behalf, if applicable) with respect to the Prizes and return them as instructed within the timeframe specified by MTVN or Winners may forfeit Prizes at MTVN's sole discretion. All decisions of MTVN relating to this Sweepstakes are final. MTVN expressly reserves the right to delay the announcement of the Winners for creative or technical reasons or for any other reason MTVN deems necessary.

8. **Prizes:**

(a) **Grand Prize:** The Grand Prize Winner will receive a wardrobe made of 100% cotton inspired by the style of The Hills that includes at least ten (10) items of clothing consisting of a variety of clothing types, including, but not limited to, tops, bottoms and dresses, but subject to change in MTVN's sole discretion (the "Grand Prize").

(b) **Secondary Prizes:** Ten (10) Secondary Prize Winners will each receive (i) one (1) The Hills DVD prize pack that includes Seasons 1-3 and (ii) one (1) The Hills 100% cotton t-shirt (each, a "Secondary Prize").

The approximate retail value ("ARV") of the Grand Prize is \$4,739.50 and the total ARV of all of the Secondary Prizes is \$259.50. The total ARV for this Sweepstakes is \$4999.00. The ARVs are 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 rewarded.

9. **General Prize Terms:** The dates for fulfillment of the Grand Prize will be on or about January 12, 2009 but are subject to change in MTVN's sole discretion. Arrangements for fulfillment of the Grand Prize

will be made by MTVN. All costs and expenses not specifically listed above, including, without limitation, any equipment to be used in connection with the Prizes are solely the Winners' responsibility. The value of the Prize may be taxable to Winners as income. Winners must supply MTVN with his/her social security number for tax purposes. An IRS Form 1099 will be issued in the name of Grand Prize Winner for the actual value of the Grand Prize received. Upon entry into this Sweepstakes, 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 Winners' responsibility. MTVN shall have no responsibility or obligation to a Winner or potential Winner who is unable or unavailable to accept or utilize Prizes as described herein.

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

10. **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 MTVN INTO DISREPUTE (IN MTVN'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS A WINNER OF THIS SWEEPSTAKES AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED.

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, mechanical or electronic error which may occur in the processing of the entries in this Sweepstakes. Sponsor Entities are also not responsible for entries that are stolen, late, lost, illegible, incomplete, damaged, destroyed, delayed, misdirected or postage due mail entries. 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. Sponsor Entities are not responsible for any typographical or other error in the printing of the offer, administration of this Sweepstakes, errors in processing entries, identifying the Winners or in the announcement of the Prizes and Winners and the delivery of the Prizes. If, for any reason, this Sweepstakes is not capable of running as planned, including, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor Entities which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, MTVN reserves the right in its sole discretion to cancel, terminate, modify or suspend this Sweepstakes. Should this Sweepstakes be terminated prior to the stated expiration date, notice will be posted on <http://cotton.mtv.com> and the Prizes 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 MTVN. All interpretations of these Official Rules and decisions by MTVN are final. No software-generated, robotic, programmed, script, macro or other automated online or text message entries are permitted. MTVN reserves the right in its sole discretion to disqualify any individual they suspect or find: (i) to have used a software-generated, robotic, programmed, script, macro or other automated online or text message entry; (ii) to have tampered with the entry process or the operation of this Sweepstakes; (iii) to be acting in violation of these Official Rules; (iv) to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; or (v) 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 THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, MTVN 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 THIS SWEEPSTAKES AND THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THIS 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 Sponsor Entities from any and all liability resulting or arising from this Sweepstakes, to release all rights to bring any claim, action or proceeding against Sponsor Entities, and hereby acknowledge that Sponsor Entities 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 Prizes, including express warranties provided exclusively by a prize supplier that are sent along with the Prizes.

11. **Request for Names of Winners and Official Rules:** For the names of the Winners and/or Official Rules, send a self-addressed stamped envelope to:

MTV
Attention: Integrated Marketing
"The Cotton Closet" Sweepstakes
1515 Broadway, 17th Floor
New York, NY 10036

All requests for a copy of the Official Rules and for the names of the Winners must be made by February 22, 2009. Please note on the front left-hand corner of your outer envelope whether you are requesting "Official Rules" or the names of the "Winners". Vermont residents may omit return postage if requesting a set of Official Rules.

12. **Presented By:** This Sweepstakes is presented by MTV Networks, a division of Viacom International Inc., 1515 Broadway, New York, NY 10036.