

**Official Rules**  
**“Palm Holiday Giveaway”**

**Sponsored 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 IN WHERE PROHIBITED OR RESTRICTED BY LAW.

2. **Entry Period:** “Palm Holiday Giveaway” commences at 12:00:01 PM (ET) on November 24, 2008 and ends at 11:59:59 PM (ET) on December 31, 2008 (the “Sweepstakes Period”). All entries must be received by 11:59:59 PM (ET) on December 31, 2008.

3. **Eligibility:** This Sweepstakes is open to legal residents of the 50 United States and District of Columbia. Entrants must be at least 16 years of age or older at time of entry. 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 each of its affiliated companies, sponsors, subsidiaries, advertising agencies and third party fulfillment agencies (collectively, “Sweepstakes Entities”) are not eligible to enter 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 the MTVN, and by the decisions of MTVN, which are final in all matters relating to the Sweepstakes; (b) release and hold harmless Sweepstakes Entities and its 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 Grand Prize (as hereinafter defined); and (c) acknowledge compliance with these Official Rules.

4. **To Enter:** Visit [holiday.mtv.com](http://holiday.mtv.com), a website owned and controlled by MTVN (the “Website”) and complete all required fields on the online entry form. Entrants must also electronically acknowledge and agree to the terms of the Website’s Privacy Policy and Terms of Use and submit the online entry form as instructed (the “Online Entrants”). Online Entrants may enter once a day during the Sweepstakes Period. 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 Online 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. All entries submitted in accordance with these Official Rules shall be collectively hereinafter referred to as the “Eligible Entries.” The odds of winning the Sweepstakes depend on the number of Eligible Entries received.

5. **Grand Prize Winners Selection/Notification:** There will be fifty (50) grand prize winners (each, a “Grand Prize Winner” and, collectively, the “Grand Prize Winners”) randomly selected on or around January 5, 2009 from among all of the Eligible Entries received. MTVN will make up to one (2) attempts over the 48 hour period following the Grand Prize Winners’ selection to contact each potential Grand Prize Winner via the telephone number(s) provided on his/her entry form. If a potential Grand Prize 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 Grand Prize Winner will be disqualified and an alternate Grand Prize Winner will be selected from among the remaining applicable Eligible Entries received, if time permits.

6. **Grand Prize Winners Verification:** Each potential Grand Prize Winner 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 the 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 MTVN’s sole discretion. Each Grand Prize Winner must sign within three (3) days of receipt of such documents from MTVN: (a) an affidavit of eligibility and release of Sweepstakes 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 these 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 Sweepstakes Entities the right to use their name and likeness for advertising and publicity purposes without additional compensation. Entry into these Sweepstakes constitutes agreement to sign such releases. Each Grand Prize Winner also must acknowledge that Sweepstakes Entities have not and will not obtain or provide insurance of any kind relating to the Grand Prize and that each 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. Each Grand Prize Winner must also complete any additional legal documents provided by MTVN (or third party on its behalf, if applicable) with respect to the Grand Prize and return them as instructed within the timeframe specified by MTVN or a Grand Prize Winner may forfeit the Grand Prize at MTVN’s sole discretion. All decisions of MTVN relating to these Sweepstakes are final. MTVN expressly reserves the right to delay the announcement of the Grand Prize Winners for creative or technical reasons or for any other reason MTVN deems necessary.

**7. Grand Prizes:** Each Grand Prize Winner will receive one (1) Palm® Centro™ Smartphone (each, a “Grand Prize” and, collectively, the “Grand Prizes”). MOBILE PHONE SERVICE NOT INCLUDED. Winners are solely responsible for obtaining and securing mobile phone service from a mobile phone service provider of his/her choice.

The approximate retail value (“ARV”) of each Grand Prize is \$49.99. The total ARV of all the Grand Prizes is \$2,499.50. 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 awarded. No other substitution, transfer or cash equivalent permitted. MTVN reserve the right not to award some or all of the Grand Prizes if it determines, in their sole discretion, that an insufficient number of Eligible Entries were received during the Sweepstakes Period.

The dates for fulfillment of the Grand Prizes will be on or around the week of January 12, 2009, but subject to change in MTVN’s sole discretion.

**8. General Grand Prize Terms:** Arrangements for fulfillment of the Grand Prize will be made by MTVN. The value of the Grand Prize will be taxable to Grand Prize Winners as income. Grand Prize Winners must supply MTVN with his/her social security number for tax purposes. IRS Form 1099s will be issued in the name of each Grand Prize Winner for the actual value of the Grand Prize received. Upon entry into these Sweepstakes, Grand Prize Winners (as well as all other online 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 each Grand Prize Winner’s responsibility. Sweepstakes Entities shall have no responsibility or obligation to any 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 Prizes or any portion thereof permitted, except by MTVN, 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 SWEEPSTAKES ENTITIES INTO DISREPUTE (IN SWEEPSTAKES ENTITIES’ SOLE DISCRETION) WILL RESULT IN SUCH GRAND PRIZE WINNER’S DISQUALIFICATION AS A GRAND PRIZE WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS A GRAND PRIZE WINNER WILL BE IMMEDIATELY TERMINATED.

The Sweepstakes Entities assume no responsibility for incorrect or inaccurate entry information whether caused by any of the equipment or programming associated with or utilized in these Sweepstakes or by any human, mechanical or electronic error which may occur in the processing of the entries in these Sweepstakes. The Sweepstakes 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, 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 these Sweepstakes. The Sweepstakes Entities are not responsible for any typographical or other error in the printing of the offer, administration of these Sweepstakes, errors in processing entries, identifying the Grand Prize Winners or in the announcement of the Grand Prizes and Grand Prize Winners. If, for any reason, this 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 Sweepstakes Entities which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, MTVN reserves the right in their 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 [holiday.mtv.com](http://holiday.mtv.com) during the Sweepstakes Period and some or all of 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 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 (a) to have used a software generated, robotic, programmed, script, macro or other automated online or text message entry, (b) to have tampered with the entry process or the operation of these 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 these Sweepstakes. CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THESE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SWEEPSTAKES 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 THESE SWEEPSTAKES AND THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THESE 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 Sweepstakes Entities from any and all liability resulting or arising from these Sweepstakes, to release all rights to bring any claim, action or proceeding against the Sweepstakes Entities, and hereby acknowledge that Sweepstakes 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 Grand Prizes, including express warranties provided exclusively by a prize supplier that are sent along with the Grand Prizes.

**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  
Attention: Palm Holiday Giveaway  
1515 Broadway, 17<sup>th</sup> 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 February 28<sup>th</sup>, 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.