

**Official Rules**  
**“Pepsi VMA Sweepstakes”**  
**Sponsored by**  
**MTV Networks, a division of Viacom International Inc. and The Procter & Gamble Company**

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

2. **Entry Period:** “Pepsi VMA Sweepstakes” commences at 12:00:01 AM (ET) on August 8, 2008 and ends at 11:59:59 AM (ET) on August 24, 2008 (the “Sweepstakes Period”). All entries must be received by 11:59:59 AM (ET) on August 24, 2008.

3. **Eligibility:** This Sweepstakes is open to legal residents of the 48 contiguous United States and District of Columbia. Entrants must be at least 18 years of age or older at time of entry. If 18 is not the age of majority in the jurisdiction in which he/she resides, entrant will need to obtain permission from their parent/legal guardian in order to enter and be declared a Winner, as hereinafter defined. IF ENTRANT IS NOT 21 YEARS OF AGE OR OLDER, HE/SHE MUST OBTAIN PERMISSION FROM HIS/HER PARENT/LEGAL GUARDIAN IN ORDER TO ENTER AND BE DECLARED A GRAND PRIZE WINNER, AS HEREINAFTER DEFINED, AND ATTEND THE EVENT, AS HEREINAFTER DEFINED, WHERE ALCOHOL WILL BE SERVED TO PARTICIPANTS OF LEGAL DRINKING AGE. 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” or “Sponsor”), Pepsi Cola North America (“PCNA” and, together with MTVN, the “Co-Branded Partners”) and each of their respective parent companies, affiliated companies, sponsors, subsidiaries, advertising agencies and third party fulfillment agencies and their respective agents, employees, officers, directors, successors and assigns (together with the Co-Branded Partners, the “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 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 Prize (as hereinafter defined); and (c) acknowledge compliance with these Official Rules.

4. **To Enter:** Visit [pepsivma.mtv.com](http://pepsivma.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 as many times as they wish. 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. **Winner Selection/Notification:** There will be one (1) grand prize winner (“Grand Prize Winner”) and fifty (50) second place winners (“Second Place Winner(s)”, and together with Grand Prize Winner, the “Winners”) randomly selected on or around August 25, 2008 from among all of the Eligible Entries received. MTVN will make up to one (1) attempt over the 24 hour period following the Winners’ selection to contact the potential Winners via the telephone number(s) provided on his/her entry form. If a potential Winner cannot be reached during the 24 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 will be selected from among the remaining applicable Eligible Entries received, if time permits.

**6. 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 the potential Winner, such potential Winner shall be disqualified and all privileges otherwise due as the Winner shall be terminated and an alternative potential Winner may be chosen 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 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: (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 Prizes or any portion thereof to be eligible for the Prizes; (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; and (c) IF ENTRANT IS NOT 21 YEARS OF AGE OR OLDER, GRAND PRIZE WINNER AND HIS/HER PARENT/LEGAL GUARDIAN MUST SIGN A RELEASE OF SWEEPSTAKES ENTITIES AFFIRMING THAT GRAND PRIZE WINNER SHALL NOT CONSUME ALCOHOL AT THE EVENT, AS HEREINAFTER DEFINED. Winners also must acknowledge that Sweepstakes Entities have not and will not obtain or provide insurance of any kind relating to the Prize and that the Winner (his/her parent/legal guardian must sign if 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 Winner may forfeit the 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 Winners for creative or technical reasons or for any other reason MTVN deems necessary.

## **7. Prizes:**

### **Grand Prize:**

The Grand Prize Winner will receive a trip for two (2) for the Grand Prize Winner and one (1) guest (the "Guest") to Los Angeles, California to attend the 2008 Video Music Awards Viewing Party currently scheduled for September 7, 2008 (the "Event"). Event date subject to change. If Grand Prize Winner cannot travel on dates specified by MTVN, Grand Prize Winner will forfeit all rights to the prize. MTVN is not responsible if potential Grand Prize Winner is unable or unavailable to accept prize. The trip will include (i) roundtrip coach class air transportation for Grand Prize Winner and Guest which shall originate from a major U.S. gateway airport of MTVN's choice nearest Grand Prize Winner's residence (as determined by MTVN) to Los Angeles, California. MTVN reserves the right to substitute ground transportation if Grand Prize Winner resides within 150 miles of Los Angeles, California; (ii) round trip ground transportation for Grand Prize Winner and Guest (to be taken together) between airport and hotel in Los Angeles, California, and between hotel and Event; (iii) three (3) nights deluxe hotel accommodations in Los Angeles, California for Grand Prize Winner and Guest which shall be one (1) room based on double occupancy (meals, telephone calls, tips and other incidentals and costs are not included); and (iv) access for two (2) to the Event; (collectively, the "Grand Prize").

The approximate retail value ("ARV") of the Grand Prize is \$2,500.00, depending on time of travel and departure. The ARV is subject to change based on current market conditions at time of Grand Prize fulfillment and the time of travel and the distance between departure and destination. Any difference between the ARV and the actual value, if any, will not be awarded. The dates for fulfillment of the Grand Prize will be on or around September 5-September 8, 2008, subject to change in MTVN's sole discretion. If, for any reason, MTVN is unable to provide tickets to the Event, MTVN's only obligation is to award trip portion of the Grand Prize or a prize of equal or greater value (which may include a cash prize equal to the ARV of the trip portion of the Grand Prize), in Sponsor's sole discretion. No other substitution, transfer or cash equivalent permitted. In the event MTVN is unable to provide tickets to the Event, no compensation or substitution will be provided in lieu thereof; however, the remainder of the Grand Prize will be awarded. MTVN reserves the right not to award the Grand Prize if it determines, in its sole discretion, that an insufficient number of Eligible Entries were received during the Sweepstakes Period.

If the Grand Prize Winner is not available to travel on the dates specified by MTVN in its sole discretion, Grand Prize Winner privileges and Grand Prizes will be terminated and an alternative Grand Prize Winner will be selected

from the remaining Eligible Entries. Grand Prize Winner and Guest must travel on the same itinerary. Grand Prize Winner and Guest must travel on the dates specified by MTVN or the Grand Prize will be forfeited. Guest traveling with Grand Prize Winner must be at time of Grand Prize fulfillment the age of majority in the jurisdiction in which he/she resides, unless accompanied by a parent or legal guardian. If 18 is not the age of majority in the jurisdiction in which Grand Prize Winner resides, he/she must be accompanied by his/her parent/legal guardian, and such person must pay his/her own expenses unless deemed to be the allotted Guest. MTVN will determine the airline and hotel in its sole discretion. Travel restrictions, conditions and limitations may apply. Travel arrangements are subject to availability and must be roundtrip. MTVN shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels or other transportation companies or any other persons providing any of these services and accommodations necessitated by same. MTVN shall not be liable for any loss or damage to baggage. All travel dates are subject to change in MTVN's sole discretion. If for any reason any Grand Prize related event is delayed, cancelled or postponed, MTVN reserves the right, but is not obligated, to cancel or modify the Sweepstakes in its discretion and shall award a substitute prize of equal or greater value, which may include, but is not limited to, a cash prize equivalent to the ARV of the trip portion of the Grand Prize as set forth in these Official Rules.

**Second Place Prize:**

Each of the fifty (50) Second Place Winners will receive one (1) 2008 BNA music collection containing five (5) CDs (collectively, the "Second Place Prize(s)", and together with the Grand Prize, "Prizes").

The ARV of each Second Place Prize is \$45.00 and the ARV of all fifty (50) Second Place Prizes is \$2,225.00. The ARV is subject to change based on current market conditions at time of Second Place Prize fulfillment. The date for fulfillment of the Second Place Prizes will be on or around the week of September 5, 2008, subject to change in MTVN's sole discretion. MTVN reserves the right not to award some or all of the Second Place Prizes if it determines, in its sole discretion, that an insufficient number of Eligible Entries were received during the Sweepstakes Period.

The total ARV of all Prizes is \$4,750.00.

**8. General Prize Terms:** Arrangements for fulfillment of the Prizes, including all travel arrangements, will be made by MTVN or a third party on MTVN's behalf. The value of the Prize will be taxable to Winners as income. Winners must supply MTVN with his/her social security number for tax purposes. IRS Form 1099s will be issued in the name of Winner for the actual value of the Prize received. Upon entry into these Sweepstakes, 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 the Winners' responsibility. Sweepstakes Entities shall have no responsibility or obligation to a Winners or potential Winners 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.

**9. General Terms:** Noncompliance with any of these Official Rules may result in disqualification. ANY VIOLATION OF THESE OFFICIAL RULES BY THE WINNERS OR ANY BEHAVIOR BY THE WINNERS THAT WILL BRING SUCH WINNER OR SWEEPSTAKES ENTITIES INTO DISREPUTE (IN SWEEPSTAKES ENTITIES' SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS THE SWEEPSTAKES AND ALL PRIVILEGES AS THE 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 Winners or in the announcement of the Prize and Winners. If, for any reason, these Sweepstakes are 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 these Sweepstakes, MTVN reserves the right in its sole discretion to cancel, terminate, modify or suspend these Sweepstakes. Should these Sweepstakes be terminated prior to the stated expiration date, notice will be posted on [pepsivma.mtv.com](http://pepsivma.mtv.com) during the Sweepstakes Period 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 (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 Prizes, including express warranties provided exclusively by a prize supplier that are sent along with the Prizes.

**10. Request for Name of Winners and Official Rules:** For the name of the Winners and/or Official Rules, send a self-addressed stamped envelope to:

MTV Networks  
Pepsi VMA Sweepstakes  
1515 Broadway, 24<sup>th</sup> Floor  
New York, NY 10036  
ATTN: Jennifer Gettlin

All requests for a copy of the Official Rules and for the name of the Winners must be made by October 24, 2008. Please note on the front left-hand corner of your outer envelope whether you are requesting "Official Rules" or the name of the "Winners". Vermont residents may omit return postage if requesting a set of Official Rules.

**11. Sponsor:** This Sweepstakes is co-sponsored by MTV Networks, a division of Viacom International Inc., 1515 Broadway, New York, NY 10036 and Pepsi Cola North America, 700 Anderson Hill Road, Purchase, NY 10977.