#### "2023 MTV Movie and TV Awards"

# **Official Voting Rules**

These are the official terms and conditions for voting for "2023 MTV Movie and TV Awards" (the "Official Voting Rules").

## 1. ELIGIBILITY

At the time of voting, voters must be at least thirteen (13) years of age or older and cannot be an employee, agent or representative of Viacom International Inc. ("**Sponsor**") or its parent companies, affiliate or related companies. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

## 2. HOW TO VOTE

Submit your votes for your "Nominee" preference(s) during the applicable voting period, as set forth below, by clicking the "submit" button within the category, then follow the instructions to complete the voting process. Limit ten (10) votes per person per category per day except during the Daily Power Hour and Double Day voting periods as further set forth in <u>Section 3</u>.

CATEGORY	HOW TO VOTE	VOTING PERIOD
General Voting	Online: <a href="https://www.mtv.com/movieand-tvawards/vote/">https://www.mtv.com/movieand-tvawards/vote/</a> (the "Voting Site")  Click the "submit" button within the category, then follow the instructions	Wednesday, April 5, 2023 at 12:00PM ET to Monday, April 17, 2023 at 6:00PM ET.
Best Musical Moment	Instagram Stories: View the @MTV Instagram Story during each round's day. In each round, users are served an instructional message and bracket standings. Round 1 to Round 3 users may vote via Instagram polling stickers. During Round 4, users may vote by tapping on their choice of Best Musical Moment Nominee(s). After tapping, a screen will confirm the user's vote.  https://www.instagram.com/mtv/	Monday, May 1, 2023 at 1:00PM ET to Friday, May 5, 2023 at 1:00PM ET.  (the "Best Musical Moment Voting Period")

#### **VOTING STEPS**

Submit your Nominee preferences for all categories during the General Voting Period on <a href="https://www.mtv.com/movie-and-tv-awards/vote/">https://www.mtv.com/movie-and-tv-awards/vote/</a>. Click the button adjacent to the Nominee's image or video and then follow the instructions to complete the voting process. Online votes may be subject to standard internet connection fees.

**VIA INSTAGRAM** (Best Musical Moment Category): Submit your Nominee preferences for the Best Musical Moment category during the Best Musical Moment Voting Period, as set forth in the table above) on Instagram as follows: View the @MTV Instagram Story during each round's day. In each round, users are served an instructional message and bracket standings. Round 1 to Round 3 users may vote via Instagram polling stickers. During Round 4, users may vote by tapping on their choice of Best Musical Moment Nominee(s). After tapping, a screen will confirm the user's vote.

Participation in this voting promotion using Instagram requires registering for an account with Instagram and having access to a mobile device capable of accessing/using the Instagram services (hereinafter, an "Instagram Eligible Device"). Registration for Instagram is free as of time of publication of these Official Voting Rules. Registration for Instagram requires downloading the free application from either iTunes or Google Play to your Instagram Eligible Device and following the on-screen instructions to create a new account. **Data rates may apply all as provided in your wireless service rate plan.** (Please contact your Participating Wireless Carrier for pricing plans and details). Participants who participate in this voting promotion must comply with the terms of Instagram [https://help.instagram.com/581066165581870].

Standard internet data rates may apply all as provided in your internet service rate plan. (Please contact your service provider for pricing plans and details).

# 3. "POWER HOURS" AND "DOUBLE DAYS".

There will be designated "Power Hours" wherein the number of permitted votes will be increased from 10 to 20 per voter during those hours. In addition, there will be three (3) "Double Days" wherein the number of permitted votes will be increased from 10 to 20 per voter for a designated period during those scheduled days. The dates of the "Power Hours" and "Double Days" will be announced by Sponsor, but it is currently anticipated that the following days will be designated "Double Days":

Wednesday, April 5, 2023 between the hours of 12:00 PM (ET) and 11:59 PM (ET) Thursday, April 6, 2023 between the hours of 12:00 AM (ET) and 11:59 PM (ET) Monday, April 17, 2023 between the hours of 12:00 AM (ET) and 6:00 PM (ET)

Power Hours: Friday, April 7, 2023 – Sunday, April 16, 2023 daily from 3:00 PM (ET) – 4:00 PM (ET)

### 4. GENERAL TERMS

The use of any device to automate a vote is prohibited, including, but not limited to, software-generated, robotic, programmed, script, macro or other automated votes. Sponsor reserves the right at its sole discretion to disqualify any individual it suspects or finds: (a) to have used a software-generated, robotic, programmed, script, macro or other automated online or text message vote; (b) to have tampered with the voting process; (c) to be acting in violation of these Official Voting Rules; or (d) to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

The total number of votes submitted during the applicable voting periods for the "Nominees" in each of the eligible categories will be tabulated by Sponsor and the "Nominee" with the most votes in its applicable category, as determined by Sponsor, will be declared the winner of such category. If, for any reason, this voting process is interrupted for any reason, is found to have been tampered with in any way, or for any other reason that Sponsor believes in its sole discretion to be reasonably necessary, Sponsor reserves the right to select the winners at its discretion and may take into consideration the number of votes received by a Nominee up until the time of the interruption or cancelation of the voting process.

If, for any reason, any aspect of this voting process is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical or system failures or disruption, 'Acts of God' or terrorist attacks, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the voting process or for any reason Sponsor deems necessary, Sponsor reserves the right at its sole discretion to cancel, terminate, amend, modify, extend or suspend the voting process and reserves the right in its sole discretion to determine the winners.

You participate in this voting process at your own risk. Sponsor and its parent company(ies), affiliated companies, related companies, sponsors, subsidiaries and advertising agencies, and any entity associated with this voting process (including, any social media platform used to submit an official vote) (collectively, the "Released Parties") are not responsible for and shall not be liable for: (a) difficulty accessing the internet; (b) errors in transmission; (c) service outage or delays or for any problems or technical malfunctions of any telephone network or lines, computer on-line systems, servers or providers, computer equipment, software, failure of email or players on account of any technical problems or traffic congestion on the Internet or at any web site or combination thereof: (d) any incomplete, lost, late, delayed, misdirected or garbled votes or failure to receive votes; (e) injury or damage to you or to any other person's computer or mobile phone related to or resulting from participating in, or downloading materials or software, or attempts to participate in or download materials or software related to this voting process or (f) failures or malfunctions of phones (including wireless phones/handsets), phone lines or telephone systems, cellular equipment towers, telephone systems or wireless services or other communications malfunctions. The Released Parties are not responsible for and shall not be liable for: (i) any condition caused by events beyond the control of the Released Parties that may cause the voting to be disrupted or corrupted; (ii) typographical or other errors in the printing, the offering or the administration of these Official Voting Rules or (iii) any errors in the announcement of potential winners.

Participants assume all liability for any injury or damages caused or claimed to be caused by his or her participation in the voting opportunity described in these Official Voting Rules, and release the Released Parties and any party associated with the production or exhibition of this promotion, and their respective officers, directors, employees, shareholders, parents, subsidiaries and affiliates from any such claim or liability.

By participating in this voting process, you agree to be bound by these Official Voting Rules. Failure to comply with the Official Voting Rules may result in a voter's disqualification solely at the discretion of Sponsor. Sponsor reserves the right to modify these Official Voting Rules at any time in its sole discretion.

All interpretations of these Official Voting Rules and the decisions of Sponsor relating to this voting process are final.

## 5. PRIVACY.

For the integrity of the online vote, Sponsor uses essential cookies to enforce the voting rules on the Voting Site. A persistent cookie is strictly necessary to remember users that vote on the Voting Site on a particular day to limit users to one vote per day in accordance with these Official Voting Rules. On the same day that the cookie was placed, the cookie is set to expire at 11:59pm ET, when the daily voting window resets every day. Essential cookies are necessary for the Voting Site to function and cannot be switched off. You can set your browser or device to block or alert you about these cookies, but blocking essential cookies may affect the functionality of the Voting Site.

For more Information refer to the Cookies Policy

(https://www.viacomcbsprivacy.com/en/policy?r=www.mtv.com#cookies-and-tracking) and Privacy Policy (https://www.viacomcbsprivacy.com/en/policy?r=www.mtv.com)

This voting promotion is offered and sponsored by Viacom International Inc.

Inquiries (whether questions, comments or complaints) should be directed to Viacom International Inc., not to Instagram.