

VH1 Presents "4 Lines to See Madonna" Contest OFFICIAL RULES

1. NO PURCHASE NECESSARY TO ENTER OR WIN. OFFER VOID IN HAWAII, ALASKA AND WHEREVER PROHIBITED OR RESTRICTED BY LAW. THIS PROMOTION SHALL BE CONSTRUED AND EVALUATED ONLY ACCORDING TO UNITED STATES LAW.

2. **CONTEST PERIOD:** VH1 Presents "4 Lines to See Madonna" Contest (the "Contest") commences at 12:00 p.m. (EST) April 15, 2008, and ends at 11:59 a.m. (EST) April 23, 2008 (the "Entry Period"). All entries must be received by 11:59 a.m. (EST) April 23, 2008 and must comply with these Official Rules including Paragraph 4. During the period commencing at 12:00 p.m. (EST) April 23, 2008 and commencing at 11:59 p.m. (EST) April 24, 2008 ("Judging Period" and together with the Entry Period, the "Contest Period"), judging will occur as further described below.

3. **ELIGIBILITY:** The Contest is open to all legal residents of the forty-eight (48) contiguous United States who are twenty-one (21) years of age or older at the time of entry. Potential Grand Prize Winner's one (1) guest similarly must be a legal resident of the forty-eight (48) contiguous United States and must be twenty-one (21) years of age or older at the time of prize fulfillment. Any potential Grand Prize Winner is subject to proving eligibility, including verification of social security number, and is further subject to possessing a valid, government-issued photographic identification at the time of prize fulfillment. If any potential Grand Prize Winner cannot furnish verifiable and valid proof of age within forty-eight (48) hours after being notified as a potential Grand Prize Winner, then all rights of such potential Grand Prize Winner to receive and use the Grand Prize thereupon will be terminated, and an alternate potential Grand Prize Winner may be chosen from among all remaining Eligible Entries (as defined below) received, in the sole discretion of MTV Networks ("MTVN"), a division of Viacom International, Inc. ("Viacom"). Entrants are not eligible to participate in the Contest if they are, or have an immediate family member (parent, spouse, child, sibling, grandparent, step parent, step child and step sibling) that is an agent, employee, officer, director, successor or assign of MTVN, Viacom, or any other participating sponsors, affiliated companies, subsidiaries, advertising agencies and third party fulfillment agencies (collectively, "Sponsor Entities") as well as any person who has won an MTVN-sponsored national contest or sweepstakes in the twelve (12)-month period preceding entry into this Contest. VOID IN ALASKA, HAWAII, AND WHEREVER PROHIBITED OR RESTRICTED BY LAW. Additional restrictions may apply.

4. **TO ENTER:** Visit www.blog.vh1.com (the "Web Site"), a website owned and controlled by MTVN, during the Entry Period and complete the online entry form as directed to enter into the Contest. Entrant will be allowed to register with only one (1) e-mail address and must also electronically acknowledge and agree to the terms of MTVN's Privacy Policy, Terms of Use and these Official Rules. Entrant must then post a comment in the form of a four (4) line poem about Madonna based on known Madonna facts (the "Blog Entry"). All Blog Entries submitted in accordance with these Official Rules shall be hereinafter referred to as "Eligible Entries". Incomplete or inaccurate online entry forms and/or Blog Entries are void. In the event of a dispute over who submitted a Blog Entry that is selected to receive a Contest prize, the authorized holder of the e-mail account from which such Blog Entry was submitted will be declared the person who is entitled to receive such Contest prize. An "authorized e-mail account holder" is defined as the natural person who is assigned to an e-mail address by a telephone company, wireless service provider, Internet access provider, Internet service provider, or other organization (e.g. business, educational, government, institution, etc.) that is responsible for assigning e-mail addresses, for the domain associated with the submitted e-mail address. Proof that entrant posted a Blog Entry to enter the Contest does not constitute proof or evidence that MTVN actually received it within the Entry Period. Entrants will be able to post an unlimited amount of Blog Entries for consideration into the Contest; however, entrant will be eligible to win only one (1) prize.

By entering, entrant acknowledges compliance with each provision of these Official Rules, including all eligibility requirements. Neither MTVN, Viacom, nor any of its or their respective agencies are responsible for any problems or technical malfunctions of any telephone network or lines, computer on-line systems, servers or providers, computer equipment, software, failure of e-mail transcription or transmission or

receipt or of players on account of technical problems or traffic congestion on the Internet or at any web site, any human error which may occur in the processing of the Blog Entries in the Contest, or any combination thereof, including injury or damage to participants or to any other person's computer related to or resulting from participating or downloading materials in this Contest. If, for any reason, the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of MTVN or Viacom which corrupt or affect the administration, security, fairness, integrity, safety or proper conduct of this Contest or for any reason MTVN deems it necessary, then MTVN reserves the right in its sole discretion to cancel, terminate, modify or suspend the Contest. Should the Contest be terminated prior to the stated expiration date, notice will be posted on the Web Site. Any and all Blog Entries that have been tampered with or altered are void. All Blog Entries become the exclusive property of MTVN.

5. By participating in this Contest, entrants: (a) agree to be bound by these Official Rules and by the interpretation of these Official Rules by MTVN and by the decisions of MTVN, which are final in all matters relating to the Contest; (b) agree to release and hold harmless Sponsor Entities 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 the Contest and/or the use or misuse or redemption of a prize, and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other causes of action; and (c) acknowledge compliance with these Official Rules. MTVN reserves the right, in its sole discretion, to disqualify any entrant who is under a third party agreement which MTVN deems as contradictory to the nature of this Contest.

6. Blog Entries **must not** contain, include or involve any of the following:

- Obscenity
- Private property, or other property unless entrant has obtained a signed property release specific for the uses specified herein
- Crude, vulgar or offensive language and/or symbols
- Derogatory characterizations of any ethnic, racial, sexual or religious groups, humiliate other people (publicly or otherwise), any assault or threatening of others
- Any other content that is or could be considered inappropriate, unsuitable or offensive, as determined by MTVN, in its sole discretion

Language contained in the Blog Entries will be evaluated by MTVN based on the terms and conditions set forth in these Official Rules.

Without limiting the foregoing, MTVN reserves the right to reject any Blog Entry that it deems, in its sole discretion, to violate any of the policies of MTVN's "Standards and Practices Guidelines". MTVN may modify or edit any Blog Entry or request entrant to do so, so that the Blog Entry meets such guidelines.

7. **JUDGING CRITERIA:** The Judges will select the potential Grand Prize Winner(s) based on originality, uniqueness, and wittiness (the "Judging Criteria"). The final determination and the application of the Judging Criteria shall be in the sole and absolute discretion of the Judges (as defined below). In the event of a tie or dispute or for any other reason that MTVN deems necessary, the Grand Prize Winner determination shall be made by MTVN.

8. **GRAND PRIZE WINNER SELECTION:** Following expiration of the Judging Period, two (2) potential Grand Prize Winners will be selected from all the Eligible Entries actually received by MTVN during the Entry Period by the official judging panel comprised of representatives of MTVN (the "Judges") based on the Judging Criteria. MTVN will select the potential Grand Prize Winner(s) on or around April 25, 2008.

9. GRAND PRIZE WINNER NOTIFICATION: MTVN will make one (1) email attempt to notify each potential Grand Prize Winner using the email address provided on such entrant's online entry form within twenty-four (24) hours of being selected as the potential Grand Prize Winner. If any potential Grand Prize Winner is unreachable (or is reached but fails to confirm his/her identity and eligibility) within twenty-four (24) hours of initial contact, or if selected potential Grand Prize Winner fails to comply with the Contest rules, then all rights of such potential Grand Prize Winner shall be terminated, and an alternate potential Grand Prize Winner may be selected from the remaining Eligible Entries by and at the sole discretion of MTVN.

The determination of the Judges shall be final and binding on all Grand Prize Winner(s) for all purposes. In the event of a tie or dispute or for any other reason that MTVN deems necessary, the final winner determination shall be made by MTVN. To the extent permitted by law, MTVN and the Judges disclaim any liability from, and entrants agree to waive, any claims against MTVN and the Judges relating to the judging or awarding process. MTVN and the Judges reserve the right to extend the Contest Period or not to award any or all prizing if they determine, in their sole discretion, that entries received did not meet the qualification standards based on the Judging Criteria.

10. PRIZING: The Contest will award a prize to two (2) Grand Prize Winners ("Grand Prize") as follows:

- Admission for two (2) to attend Madonna's Private New York City show (the "Show") tentatively scheduled for April 30, 2008. Approximate retail value (the "ARV") of each admission is three hundred dollars (\$300.00).

The total ARV of all prizing in this Contest is one thousand-two hundred dollars (\$1,200.00).

The tentative date for all prize fulfillment is April 30, 2008 and is subject to change at MTVN's sole discretion should the date of the Show move or be cancelled. The total ARV of all prizing for this Contest is one thousand-two hundred dollars (\$1,200.00). The actual retail value of the prizes awarded in this Contest depends on current existing market conditions at time of prize fulfillment. By accepting the Grand Prize, the Grand Prize Winner(s) and his/her one (1) guest agree that he/she will not and will not authorize any third party to auction or sell the Grand Prize without MTVN's written consent, which consent may be granted or withheld in its sole discretion. Grand Prize is non-transferable. Grand Prize Winner and his/her one (1) guest must be available to attend the Show on April 30, 2008 or forfeit any prize. In the event the Grand Prize Winner and his/her one (1) guest are unable to attend the Show on such date as determined by MTVN, Grand Prize Winner of the Contest and all privileges as a Grand Prize Winner will immediately be forfeited and terminated. An alternate Grand Prize Winner may be selected instead from among all of the remaining Eligible Entries received by and at the sole discretion of MTVN. Any expenses which are not expressly set forth in these Official Rules as paid for by MTVN as part of the prizing are Grand Prize Winner(s) and his/her one (1) guest's sole responsibility including, without limitation, expenses relating to air transportation, ground transportation to and from airports (as applicable) and/or Show venue (as applicable), accommodations, meals, etc. The value of the prize may be taxable as income. Upon receipt of any prize, Grand Prize Winner(s) are required to comply with any and all applicable federal, state and local tax that becomes due with respect to the prize.

11. The specifics of all elements of any prize in the Contest shall be solely determined by MTVN. Some restrictions may apply. No substitution, transfer of any prize (or any part of a prize package) or cash alternative permitted, except by MTVN due to prize unavailability at time of award in which case a prize of equal or greater value may be awarded. Arrangements for the fulfillment of prizes will be made by MTVN. As a prerequisite for receiving and using the Grand Prize, the potential Grand Prize Winner and his/her one (1) guest each must complete, sign and return to MTVN, within two (2) weeks after the date of MTVN's request therefor and presentation thereof, (a) an affidavit of eligibility and release of MTVN, Viacom, and each of their respective affiliates and employees from any and all liability, claims, demands, judgments, and causes of action for personal injury and/or damage, theft, or loss suffered in connection with this Contest or the use or acceptance of the Grand Prize (or any portion thereof); (b) except where

prohibited by law, a promotional release granting to MTVN, Viacom, and each of their respective affiliates the right to use such Grand Prize Winner and guest's names and likenesses for any and all advertising, marketing, promotional and publicity purposes, without additional compensation; and (c) all legal documents that MTVN may require (in its sole discretion). Failure of any potential Grand Prize Winner and/or his/her guest to complete, sign and return to MTVN such affidavit, release and legal documentation within such two (2) week period shall result in his/her disqualification from the Contest, in which event an alternate potential Grand Prize Winner may be selected, in MTVN's sole discretion. Entry into this Contest constitutes each potential Grand Prize Winner and his/her guest's agreement to sign such affidavit, release, and legal documentation.

12. The value of the prize(s) may be taxable as income. The receipt by the Grand Prize Winner(s) of any of the Grand Prize components of this Contest is conditioned upon his/her compliance with any and all applicable federal, state and local rules and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AS DETERMINED BY MTVN AT ITS SOLE DISCRETION) WILL RESULT IN SUCH GRAND PRIZE WINNER'S DISQUALIFICATION FROM ANY FURTHER PARTICIPATION IN THIS CONTEST, AND ANY AND ALL BENEFITS AND PRIVILEGES POTENTIALLY TO BE ACCORDED TO SUCH GRAND PRIZE WINNER WILL BE TERMINATED IMMEDIATELY, IRREVOCABLY AND IN PERPETUITY.

13. All interpretations by MTVN of these Official Rules, and all decisions by MTVN under and relating to these Official Rules, are final, binding and non-appealable in all respects. MTVN reserves the right, exercisable in its sole discretion at any time, to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or the Web Site; to be acting in violation of the Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or with any intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL DELIBERATELY TO DAMAGE ANY WEB SITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD ANY SUCH ATTEMPT BE MADE, MTVN AND VIACOM RESERVE THE RIGHT (EXERCISABLE IN THEIR SOLE DISCRETION AT ANY TIME) TO SEEK AND OBTAIN DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. THE NEW YORK COURTS (STATE AND FEDERAL) SHALL HAVE EXCLUSIVE PERSONAL AND SUBJECT MATTER JURISDICTION AND VENUE OF ANY CONTROVERSY, DISPUTE OR OTHER LEGAL PROCEEDING REGARDING THE CONTEST, AND THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THE CONTEST. EACH ENTRANT IN THIS CONTEST HEREBY WAIVES IRREVOCABLY AND IN PERPETUITY ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THOSE COURTS AND HEREBY SUBMITS IRREVOCABLY AND IN PERPETUITY TO THE EXCLUSIVE PERSONAL AND SUBJECT MATTER JURISDICTION AND VENUE OF THOSE COURTS.

14. Notwithstanding the foregoing, entrants agree that their Blog Entry may be used by MTVN or its licensees, in whole or in part for any purpose whatsoever without any compensation

15. **GENERAL CONDITIONS OF PARTICIPATION:** Past experience has confirmed that contests and other competitions generate substantially similar submissions or entries which closely resemble concepts and ideas that have been independently developed by MTVN before or after the Contest. Accordingly, entrants may subsequently see an MTVN presentation or program which seemingly incorporates an idea or concept or includes materials similar to that contained in their Blog Entry. Any similarity is purely coincidental and unavoidable in light of the volume of ideas which MTVN routinely considers in the course of its program development. Because of this possibility, entrants hereby agree to submit their Blog Entry under the following terms and conditions: (i) that MTVN may use any ideas, concepts, material, in whole or in part, contained in a Blog Entry; (ii) that all materials submitted become the property of MTVN and will not be returned; (iii) that all materials submitted are free from any lien or claim by anyone, including, but not limited to any union, guild or performance rights society; (iv) entrants have obtained all rights, permissions and licenses necessary to use the Blog Entry for any purpose; (v) that no Blog Entry, or any part thereof, infringes any trademark or copyright or otherwise violates anyone's right of privacy or publicity or any other right; (vi) by submitting a Blog Entry, entrants consent to MTVN or its licensees

exploiting such entry (any and all copyrighted elements contained therein), in all media now known or hereafter devised worldwide in perpetuity; and (vii) entrants indemnify and hold harmless MTVN and Viacom, from any claims, suits, losses damages and expenses (including reasonable attorneys' fees) that arise from any breach of the following conditions. All entrants agree to the foregoing and in addition agree to obtain, upon request of MTVN, any documentation and releases necessary to prove their unrestricted ownership in all materials contained in their Blog Entry and their right to use such materials without limitation for any purpose. They further agree, if chosen as a Grand Prize Winner, to assign all right, title and interest in all material and agree to sign such documentation as is necessary to formalize this assignment.

16. For a copy of the list of winners, send a self-addressed stamped envelope to: MTV Online, Attn: VH1.com Integrated Marketing Department, "VH1 Presents '4 Lines to See Madonna' Contest", 1515 Broadway, 21st Floor, New York, NY 10036. All such requests must be received by no later than May 15, 2008. Vermont residents may omit return postage.

17. Grand Prize Winner agrees that MTVN, Viacom, their subsidiaries, affiliates, related companies and employees shall have no liability in connection with acceptance or use of any of the prizes awarded herein.

18. This Contest is sponsored by MTV Networks with an address at 1515 Broadway, New York, NY 10036.