

VH1's Join Britney and The Pussycat Dolls *Circus* Tour Sweepstakes 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. **PROMOTION PERIOD:** VH1's Join Britney and The Pussycat Dolls *Circus* Tour Sweepstakes (the "Sweepstakes") commences at 5:00 p.m. (EST) March 16, 2009, and ends at 11:59 a.m. (EST) April 10, 2009 (the "Promotion Period"). All entries must be received by 11:59 a.m. (EST) April 10, 2009 and must comply with these Official Rules including Paragraph 4.

3. **ELIGIBILITY:** The Sweepstakes is open to all legal residents of the 48 contiguous United States and District of Columbia who are twenty-one (21) years of age or older at the time of entry. Each potential Grand Prize Winner's one (1) eligible 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 and his/her one (1) eligible guest are subject to proving eligibility, including verification of social security number, and are further subject to possessing a valid, government-issued photographic identification at the time of prize fulfillment. If any potential Grand Prize Winner and/or his/her one (1) guest cannot furnish verifiable and valid proof of age within twenty-four (24) hours after being notified as a potential Grand Prize Winner, then all rights of such potential Grand Prize Winner to receive and use the applicable Grand Prize (as hereinafter defined) 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 Sweepstakes if they are, or have an immediate family member (parent, spouse, child, sibling, grandparent, step parent, step child and step sibling and their respective spouses, regardless of where they reside) or household member, whether or not related, that is an agent, employee, officer, director, successor or assign of MTVN, Viacom, Sony Music Entertainment ("SME"), Interscope Records, a division of UMG Recordings, Inc. ("Interscope") 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 Sweepstakes. VOID IN HAWAII, ALASKA AND WHEREVER PROHIBITED OR RESTRICTED BY LAW. Additional restrictions may apply.

4. **TO ENTER:** Entrant's should visit circus.vh1.com (the "Web Site"), a website owned and controlled by MTVN, during the Promotion Period and either sign in to their blog user account or complete the registration form to sign up for and register a blog user account as directed. 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. Once logged in, entrant must then post a comment (50 words or less) indicating whether they would like to win the Los Angeles Grand Prize (as hereinafter defined) or the Las Vegas Grand Prize (as hereinafter defined) and must also answer the "Blog Question of the Day" related to the corresponding Britney Spears or Pussycat Dolls video posted on the blog post that day (the "Blog Entry" or "Blog Entries"). The Blog Entry must indicate which Grand Prize the entrant would like to win and must not be defamatory to any individual or company and must not contain descriptions of any lewd acts. 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 Sweepstakes 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 Sweepstakes 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 Sweepstakes does not constitute proof or evidence that MTVN actually received it within the Promotion Period. Limit one (1) Blog Entry allowed per person per day.

By entering, entrant acknowledges compliance with each provision of these Official Rules, including all eligibility requirements. Neither MTVN, Viacom, SME and Interscope, 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 Sweepstakes, 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 Sweepstakes. If, for any reason, the Sweepstakes 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 Sweepstakes or for any reason MTVN deems it necessary, then MTVN reserves the right in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes. Should the Sweepstakes 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 and will not be acknowledged or returned.

5. By participating in this Sweepstakes, 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 Sweepstakes; (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 Sweepstakes 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.

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

- Obscenity
- Identifying personal information (i.e. individual or company names)
- Defamatory materials or elements
- Crude, vulgar or offensive pictures, depictions, images, language and/or symbols
- Gang signs or symbols
- Nudity
- Commercial products (e.g., clothing, toys, food) and/or their trademarks, brands, logos or endorsements
- License plates, phone numbers, personal addresses – physical or email or otherwise
- Website or web page links
- Derogatory characterizations of any ethnic, racial, sexual or religious groups, humiliate other people (publicly or otherwise), any assault or threatening of others
- Trespass or the violation of other people's rights or property
- Illegal (e.g., discriminatory, harassing) or inappropriate activity, behavior or conduct (e.g., inflicting emotional distress)
- Conduct or activities in violation of these Official Rules
- Any other content, display, materials and/or images that is or could be considered inappropriate, unsuitable or offensive, as determined by MTVN, in its sole discretion

Materials 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. GRAND PRIZE WINNER SELECTION: Two (2) potential Grand Prize Winners (each a "Grand Prize Winner") will be chosen at random from among all of the Eligible Entries actually received by MTVN on or around April 10, 2009.

8. GRAND PRIZE WINNER NOTIFICATION: MTVN will attempt to reach each potential Grand Prize Winner one (1) time by email using the contact information provided on such entrant's online entry form within one (1) business day of being selected as the potential Grand Prize Winner. One (1) email message will be left and the potential Grand Prize Winner must call back the telephone number provided in the email message within one (1) business day from the time the email message was sent. If any potential Grand Prize Winner is unreachable, or does not confirm receipt of winner notification email message by MTVN within the one (1) business day period in which the email message was sent or is found ineligible or does not comply with these Official Rules, then all rights of such potential Grand Prize Winner shall be terminated and an alternate potential Grand Prize Winner may be selected from among the remaining Eligible Entries by and at the sole discretion of MTVN.

9. PRIZING*: The Los Angeles Grand Prize and the Las Vegas Grand Prize, (each a "Grand Prize") will be awarded as follows:

One (1) Grand Prize Winner will receive the following "Los Angeles Grand Prize" (*Approximate Retail Value ("ARV")*: \$350.00):

- Admission for Grand Prize Winner and his/her one (1) eligible guest to attend the April 16, 2009 Britney Spears *Circus* Tour (with special guests: Pussycat Dolls) show at the Staples Center in Los Angeles, CA (concert date and location subject to change).

One (1) Grand Prize Winner will receive the following "Las Vegas Grand Prize" (*ARV*: \$600.00):

- Admission for Grand Prize Winner and his/her one (1) eligible guest to attend the April 25, 2009 Britney Spears *Circus* Tour (with special guests: Pussycat Dolls) concert at the MGM Grand Garden Arena in Las Vegas, NV (concert date and location subject to change).

** All Prizing is subject to availability and change at MTVN's sole discretion. MTVN reserves the right to without any prior notice and at any time replace, any or all prizes with a prize or prizes of equal or greater value.*

The total ARV of all prizing awarded in this Sweepstakes is \$950.00

The tentative date for prize fulfillment is April 16, 2009 and April 25, 2009 and is subject to change at MTVN's sole discretion, should the show dates of the Grand Prize move or be cancelled. The total ARV of all prizing for this Sweepstakes is \$950.00. The actual retail value of the prizes awarded in this Sweepstakes depends on current existing market conditions at time of prize fulfillment. Grand Prize is non-transferable. All details and other restrictions of prizes offered not specified in these Official Rules will be determined by MTVN in its sole discretion. By accepting the Grand Prize, each Grand Prize Winner

agrees 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 Winner must be available to attend the show of the applicable Grand Prize or forfeit any prize. In the event the Grand Prize Winner and/or his/her one (1) guest are unable to attend the show of the applicable Grand Prize on such date as determined by MTVN, 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 Grand Prize are the Grand Prize Winner 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 Grand Prize may be taxable as income. Upon receipt of any prize, Grand Prize Winner is required to comply with any and all applicable federal, state and local tax that becomes due with respect to the prize.

10. The specifics of all elements of any prize in the Sweepstakes 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, SME or Interscope due to prize unavailability at time of prize awarding 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, each potential Grand Prize Winner and his/her one (1) guest must complete, sign and return to MTVN, within two (2) days after the date of MTVN's request therefore and presentation thereof, (a) an affidavit of eligibility and release of MTVN, Viacom, SME, Interscope 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 Sweepstakes 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 to complete, sign and return to MTVN such affidavit, release and legal documentation within such two (2) days period shall result in his/her disqualification from the Sweepstakes, in which event an alternate potential Grand Prize Winner may be selected, in MTVN's sole discretion. Entry into this Sweepstakes constitutes each potential Grand Prize Winner's agreement to sign such affidavit, release, and legal documentation.

11. The value of the prize(s) may be taxable as income. The receipt by Grand Prize Winner of any of the prize components of this Sweepstakes is conditioned upon compliance with any and all applicable federal, state and local rules and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY THE GRAND PRIZE WINNER OR ANY BEHAVIOR BY THE GRAND PRIZE WINNER THAT WILL BRING SUCH GRAND PRIZE WINNER OR MTVN IN DISREPUTE (IN MTVN'S SOLE DISCRETION) WILL RESULT IN SUCH GRAND PRIZE WINNER'S DISQUALIFICATION AS WINNER OF THE "VH1's Join Britney and The Pussycat Dolls *Circus* Tour Sweepstakes" AND ANY AND ALL BENEFITS AND PRIVILEGES POTENTIALLY TO BE ACCORDED TO SUCH GRAND PRIZE WINNER WILL BE TERMINATED IMMEDIATELY, IRREVOCABLY AND IN PERPETUITY.

12. 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 Sweepstakes 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 SWEEPSTAKES 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 SWEEPSTAKES, AND THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THE SWEEPSTAKES. EACH ENTRANT IN THIS SWEEPSTAKES 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.

13. 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.

14. The odds of winning will be determined by the total number of Eligible Entries received.

15. **GENERAL CONDITIONS OF PARTICIPATION:** 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 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; (iv) by submitting a Blog Entry, Entrants consent MTVN shall have the sole and exclusive right to exploit the Blog Entry, and to license others to do so, in its sole discretion, in whole or in part, in all media, now known or hereafter devised, throughout the world in perpetuity, with the right to use, alter and modify the Blog Entry in any manner that MTVN may determine; and (v) Entrants indemnify and hold harmless MTVN, Viacom and SME and Interscope, from any claims, suits, losses damages and expenses (including reasonable attorneys' fees) resulting from or relating to the acceptance, possession or use of any such prize, including without limitation, personal injuries, death and property damage. 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 MTVN deems 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 Digital Marketing Department, "VH1's Join Britney and The Pussycat Dolls *Circus* Tour Sweepstakes, 1515 Broadway, 21st Floor, New York, NY 10036. All such requests must be received by no later than May 1, 2009. Vermont residents may omit return postage.

17. Each Grand Prize Winner agrees that MTVN, Viacom, SME, Interscope and 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 Sweepstakes is sponsored by MTV Networks with an address at 1515 Broadway, New York, NY 10036.