

## **“Check-In To The VMAs Sweepstakes” Official Rules**

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

2. **ENTRY PERIOD:** The “Check-In To The VMAs Sweepstakes” (the “Sweepstakes”) commences at 12:00:01 AM (ET) on August 30, 2010 and ends at 11:59:59 PM (ET) on September 5, 2010 (the “Sweepstakes Period”). All entries must be received by 11:59:59 PM (ET) on September 5, 2010 and must comply with these Official Rules, including Paragraph 4. Odds of winning depend on the total number of eligible entries received for the Sweepstakes.

3. **ELIGIBILITY:** The Sweepstakes is open to legal residents of the 48 Contiguous United States and District of Columbia. Void in Alaska, Hawaii and where prohibited or restricted by law. Entrants must be at least 18 years of age or older at time of entry (each an “Entrant” and collectively, the “Entrants”). Entrants who have not yet reached the age of majority in the jurisdiction in which they reside will need to obtain permission from their parent/legal guardian in order to enter and be declared a Grand Prize Winner (as defined herein). 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”), Foursquare Labs, Inc. (“Foursquare”, and together with MTVN, the “Sponsors”) and each of their respective affiliated companies, sponsors, subsidiaries, advertising agencies and third party fulfillment agencies (collectively, the “Sweepstakes Entities”) are not eligible to enter these Sweepstakes. By participating in these Sweepstakes, Entrants: (a) agree to be bound by these Official Rules and by the interpretations of these Official Rules by the Sponsors, and by the decisions of the Sponsors, which are final in all matters relating to these Sweepstakes; (b) release and hold harmless Sweepstakes 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 these Sweepstakes and/or use or misuse or redemption of a Grand Prize (as hereinafter defined); and (c) acknowledge compliance with these Official Rules.

4. **HOW TO ENTER: There are two (2) methods of entry in the Sweepstakes:**

(a) **MOBILE METHOD OF ENTRY: NO PURCHASE NECESSARY TO ENTER.** To enter via mobile, an Entrant must be a registered member of [www.foursquare.com](http://www.foursquare.com). If Entrant is not a registered member of [www.foursquare.com](http://www.foursquare.com), Entrant must visit [www.foursquare.com](http://www.foursquare.com) to register for free and download the free smart phone application. Registration for and use of the foursquare.com system and other Foursquare applications are subject to Foursquare’s terms and conditions, and MTVN has no responsibility with respect to such registration or use. Once a member, Entrant must follow the MTV Foursquare page by visiting [www.foursquare.com/MTV](http://www.foursquare.com/MTV) and clicking on “Follow Now.” Entrant can then “check in” (as described below) to the pre-determined Foursquare music venues as displayed on the Foursquare page and application. Foursquare Music Venues (as defined below) fall under three separate categories; (i) Rock Club (ii) Concert Hall and (iii) Music Venue (individually, a “Foursquare Music Venue” and collectively, the “Foursquare Music Venues”). During the Sweepstakes Period, users who check into one (1) Foursquare Music Venue will unlock the “2010 VMA Moonman Badge” and will receive one (1) entry into the Sweepstakes. In order to “check in” to a Foursquare Music Venue, Entrant must be in or immediately adjacent to the Foursquare Music Venue’s perimeter and use his/her wireless mobile device to access the .foursquare.com system and follow the system’s instructions to “check-in” to the location that corresponds to the Foursquare Music Venue. **PAYMENT OF ENTRY FEES TO FOURSQUARE MUSIC VENUES IS NOT REQUIRED TO ENTER THE SWEEPSTAKES.** In the event of a dispute as to the identity of a mobile Entrant, the authorized account holder of the [foursquare.com](http://www.foursquare.com) account will be deemed to be the Entrant. The potential Grand Prize Winner (as hereinafter defined) may be required to show proof of being the authorized account holder. The “authorized account holder” is the natural person assigned to the .foursquare.com account by Foursquare. All entries will be provided to and become the property of the Sweepstakes Entities and will not be acknowledged or returned. Entrant acknowledges and agrees that all information submitted by Entrant in connection with the Sweepstakes may be shared by the recipient Sweepstakes Entity with all other Sweepstakes Entities. Submitting mass check-ins or entries or check-ins or entries generated by a script, macro or use of automated devices is prohibited and will result in disqualification. **Entrants who do not desire to enter via mobile through the Foursquare free smart phone application and by checking into participating Foursquare Music Venues using [foursquare.com](http://www.foursquare.com) may enter using the online method entry as described below in 4 (b).** All participating Foursquare Music Venue check-ins and related Sweepstakes entries must be during the Sweepstakes Period. Entrants must also electronically acknowledge and agree to the terms of the MTVN Website’s Privacy Policy at <http://www.mtv.com/site/legal/privacy.jhtml> and Terms of Use at

<http://www.mtv.com/sitewide/legal/terms.jhtml> and acknowledge they have read and agreed to these Official Rules. Entrants must also electronically acknowledge and agree to the terms of the Foursquare Website's Privacy Policy at (<http://foursquare.com/legal/privacy>) and Terms of Use at (<http://foursquare.com/legal/terms>). All mobile entries submitted in accordance with these Official Rules shall be hereinafter referred to as each, a "Mobile Entry" or collectively, the "Mobile Entries".

**NOTE ABOUT MOBILE ENTRIES:** If Entrant opts to use Foursquare via a wireless mobile device (which may only be available via participating wireless carriers and is not required to enter the Sweepstakes), and/or download or transmit data via his/her wireless mobile device, standard rates will apply according the terms and conditions of his/her service agreement with his/her wireless carrier. Other charges may apply (such as normal airtime and carrier charges) and may appear on Entrant's mobile phone bill or be deducted from Entrant's prepaid account balance. Wireless carriers' rate plans may vary, and Entrant should contact his/her wireless carrier for more information on rate plans and charges relating to his/her participation in this Sweepstakes. Participation in this Sweepstakes by wireless mobile device means that Entrant understands that he/she may receive additional messages by mobile device relating to this Sweepstakes, including notifying Entrant if he/she is a winner, which may be subject to charges pursuant to Entrant's carrier's rate plan. Wireless service may not be available in all areas. Entrant should check his/her mobile device capabilities for specific instructions.

(b) **ONLINE METHOD OF ENTRY NO PURCHASE NECESSARY TO ENTER:** During the Sweepstakes Period, Entrants using the online method of entry must: (i) visit <http://m.MTV.com/vmacheckin>; and (ii) fill out the online submission form in its entirety with the following information:

- first and last name
- telephone number
- email address
- birth date
- mailing address

All online entries must be received by MTVN during the Sweepstakes Period. All online entries submitted in accordance with these Official Rules shall be hereinafter referred to as each, an "Online Entry" or collectively, the "Online Entries".

(c) The Mobile Entries and Online Entries submitted in accordance with these Official Rules shall be collectively referred to hereinafter as each, an "Eligible Entry" or collectively, the "Eligible Entries" for the Sweepstakes drawing wherein one (1) Grand Prize Winner will be randomly selected from among all of the Eligible Entries received during the Sweepstakes Period. One (1) entry per person regardless of method of entry. Entrants will be eligible to win only one (1) Grand Prize (as hereinafter defined) throughout the Sweepstakes Period. The odds of winning will be determined by the total number of Eligible Entries received.

**5. GRAND PRIZE WINNER SELECTION/NOTIFICATION:** For the Sweepstakes, one (1) grand prize winner (the "Grand Prize Winner") will be randomly selected on or around September 6, 2010 by Sponsors from the Eligible Entries received during the Sweepstakes Period. The Sponsors expressly reserve the right to delay the announcement of the Grand Prize Winner for creative or technical reasons or for any other reason the Sponsors deem necessary. Sponsors reserve the right not to award some or all of the Grand Prize if they determine, in their sole discretion, that an insufficient number of Eligible Entries were received during the Sweepstakes Period. Sponsors will make up to two (2) attempts over the 48 hour period following the Grand Prize Winner's selection to contact the potential Grand Prize Winner via the telephone number(s) and/or e-mail address provided on his/her Foursquare account or Online Entry. If a potential Grand Prize Winner cannot be reached during the 48 hour period in which he/she is emailed or 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 in Sponsors' sole discretion.

**6. GRAND PRIZE WINNER VERIFICATION:** The potential Grand Prize Winner must prove eligibility, including, without limitation, proof of age within two (2) days of being notified as the potential Grand Prize Winner. In the event of non-compliance by a potential Grand Prize Winner, if he/she is found to be ineligible, if he/she cannot or does not comply with these Official Rules or if his/her Grand Prize (as hereinafter defined) or Grand Prize notification is returned as undeliverable, such potential Grand Prize Winner shall be disqualified and all privileges otherwise due as a 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, if time permits, received in Sponsors' sole discretion. The Grand Prize Winner must sign (his/her parent/legal guardian must sign if Grand Prize 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 Sponsors: (a) an affidavit of eligibility and release of Sweepstakes Entities and its respective officers, directors, employees, agents and members (“Releasess”), 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 this Sweepstakes or the use/misuse or acceptance of any Grand Prize (as hereinafter defined) or any portion thereof to be eligible for the Grand Prize; and (b) except where prohibited by law, a promotional release granting Sweepstakes Entity the right to use his/her name and likeness for advertising and publicity purposes without additional compensation; and (c) any other documentation required by Sponsors, including a W2 form and Grand Prize Winner’s social security number for tax purposes (collectively, the “Releases”). Entry into this Sweepstakes constitutes Grand Prize Winner’s agreement to sign such Releases. The Grand Prize Winner must also acknowledge that Sponsors has not and will not obtain or provide insurance of any kind relating to the Grand Prize and that 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. The Grand Prize Winner must also complete any additional legal documents provided by Sponsors (or third party on its behalf, if applicable) with respect to the Grand Prize and return them as instructed within the time frame specified by Sponsors or Grand Prize Winner may forfeit Grand Prize at Sponsors’ sole discretion. Failure of Grand Prize Winner to return all such documents within the timeframe as determined in Sponsors’ sole discretion, noncompliance with these Official Rules or the return of any prize or prize notification will result in disqualification and selection of an alternate winner. All decisions of the Sponsors relating to the Sweepstakes are final. Sponsors expressly reserve the right to delay the announcement of the Grand Prize Winner for creative or technical reasons or for any other reason Sponsors deem necessary.

**7. GRAND PRIZE:** One (1) Grand Prize winner will receive a trip for two (2) for the Grand Prize Winner and one (1) guest (the “Guest”) to attend the 2010 MTV Video Music Awards (the “Event”) currently contemplated to take place in Los Angeles, CA on September 12, 2010. If Grand Prize Winner is a resident of a jurisdiction that deems him/her to be a minor, he/she must be accompanied by his/her parent/legal guardian and such person must be the allotted Guest. The trip will include: (i) roundtrip coach class air transportation for Grand Prize Winner and Guest which shall originate from a major gateway airport of MTVN’s choice nearest Grand Prize Winner’s primary residence to Los Angeles, CA. MTVN reserves the right to substitute ground transportation for air transportation if the Grand Prize Winner resides within 150 miles of Los Angeles, CA; (ii) roundtrip ground transportation for Grand Prize Winner and Guest (to be taken together) between airport and hotel in Los Angeles, CA and (iii) one (1) night hotel accommodations based on double occupancy in Los Angeles, CA for Grand Prize Winner and Guest (meals, telephone calls, tips and other incidentals and costs are not included) (collectively, the “Grand Prize”). Approximate Retail Value (“ARV”): \$1,500.00, depending on time of travel and departure. Approximate Retail Value (“ARV”): \$1,500.00.

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. No other substitution, transfer or cash equivalent permitted. The dates for fulfillment of the Grand Prize will be on or around September 11, 2010 and September 13, 2010, subject to change in MTVN’s sole discretion. Arrangements for fulfillment of the Grand Prize will be made by MTVN.

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 the Grand Prize 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 eighteen (18) years of age or older. MTVN will determine the airline and hotel in their 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. All costs and expenses associated with prize acceptance and use not specifically listed above as being provided, including, without limitation, additional ground transportation, luggage fees, meals, snacks, beverages, mini-bar, entertainment, tips, souvenirs, personal expenses, damages to hotel rooms, any equipment to be used in connection with the Grand Prize are solely Grand Prize Winner’s responsibility.

**8. GENERAL PRIZE TERMS:** The value of the Grand Prize may be taxable to Grand Prize Winner as income. Grand Prize Winner may be asked to supply MTVN with his/her social security numbers for tax purposes. An IRS Form 1099

may be issued in the name of Grand Prize Winner, or if a minor in the jurisdiction in which he/she resides, in the name of his/her parent or legal guardian, for the actual value of the Grand Prize received. Upon entry into the Sweepstakes, Grand Prize Winner (as well as all other Entrants) are required to comply with any and all applicable federal, state, and local laws, rules, and regulations. All federal, state and local taxes (if any), and any other costs and expenses associated with the Grand Prize not specifically provided for in these Official Rules, are solely the Grand Prize Winner's, or if a minor in the jurisdiction in which he/she resides, his/her parent or legal guardian's responsibility. Sponsors shall have no responsibility or obligation to Grand Prize Winner or potential Grand Prize Winner who is unable or unavailable to accept or utilize the Grand Prize as described herein. Sponsors reserve the right not to award some or all of the Grand Prize if they determine, in their sole discretion, that an insufficient number of Eligible Entries were received during the Sweepstakes Period.

No substitution, transfer or cash equivalent of the Grand Prize or any portion thereof is permitted, except by Sponsors, 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 GRAND PRIZE WINNER OR ANY BEHAVIOR BY THE GRAND PRIZE WINNER THAT WILL BRING SUCH GRAND PRIZE WINNER OR SWEEPSTAKES ENTITIES INTO DISREPUTE (IN SPONSORS' 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 this Sweepstakes or by any human error which may occur in the processing of the entries in this 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 as a result 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 the Sweepstakes. Sweepstakes Entities are not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes, or in the announcement of the Grand Prize and Grand Prize Winner. If, for any reason, the Sweepstakes is not capable of running as planned, including, without limitation, unauthorized intervention, fraud, or any other causes beyond the control of Sweepstakes Entities which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsors reserve 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, the Grand Prize may be awarded to a winner 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 Sponsors. All interpretations of these Official Rules and decisions by Sponsors are final. No software-generated, robotic, programmed, script, macro or other automated online or text message entries are permitted. Sponsor reserves the right in their 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 the 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 the Sweepstakes and will result in that individual's e-mail address becoming ineligible and the entry/entries submitted by that e-mail address becoming void. CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS 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 THE SWEEPSTAKES AND THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THE 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 Sweepstakes Entities from any and all liability resulting or arising from the Sweepstakes, to release all rights to bring any claim, action or proceeding against Sweepstakes Entities, and hereby acknowledge that Sweepstakes Entities has neither made nor is in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Grand Prize, including express warranties provided exclusively by a prize supplier that are sent along with the Grand Prize. By participating, Entrants agree that (a) any and all disputes, claims and causes of action arising out of, or connected

with, this Sweepstakes or the prize awarded shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including but not limited to costs associated with entering this Sweepstakes but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental and/or consequential damages and/or any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

10. **ENTRANT'S PERSONAL INFORMATION:** Information collected from Entrant is subject to the Website's Privacy Policy (<http://www.mtv.com/sitewide/legal/privacy.jhtml>) and to the Foursquare Website's Privacy Policy at (<http://foursquare.com/legal/privacy>).

11. **REQUEST FOR NAME OF GRAND PRIZE WINNER AND/OR OFFICIAL RULES:** For the name of the Grand Prize Winner and/or Official Rules, send a self-addressed stamped envelope to:

MTV Networks  
"Check-in To The VMAs Sweepstakes"  
Attention: Thomas Fishman  
1515 Broadway, 17<sup>th</sup> Floor  
New York, NY 10036

All requests for a copy of the Official Rules and/or for the name of the Grand Prize Winner must be made by November 5, 2010. Please note on the front left-hand corner of your outer envelope whether you are requesting "Official Rules" or the name of the "Grand Prize Winner". Vermont residents may omit return postage if requesting a set of Official Rules.

12. **SPONSORS:** This Sweepstakes is sponsored by MTV Networks, a division of Viacom International Inc., 1515 Broadway, New York, NY 10036 and Foursquare Labs, Inc., 36 Cooper Square, 6<sup>th</sup> Floor New York, NY 10003.