

Leaders for Change Program

OFFICIAL RULES

By submitting your application, you agree to the following terms and conditions:

1. **Entry Period:** “Leaders for Change” grant opportunity (the “Opportunity”) commences at 10:00 AM Eastern Standard Time (“EST”) on February 11, 2019 and continues through 12:01 AM (EST) on February 25, 2019 (the “Entry Period”).
2. **Sponsor/Administrator:** The Opportunity is administered by Viacom Media Networks, a division of Viacom International Inc. (“Sponsor”) 1515 Broadway, New York, NY 10036.
3. **Eligibility:** The Opportunity is open to legal residents of the United States who are at least eighteen (18) years of age or older at time of entry and 501(c)(3) non- partisan, non-profit organizations. No purchase necessary to enter. employees Entrants who are at least eighteen (18) but deemed to be a minor in their jurisdiction of legal residence (“Qualifying Minor”) must obtain a signature of their parent or legal guardian on their Application and on all legal documents required to be executed in connection with the Opportunity. VOID WHEREVER PROHIBITED OR RESTRICTED BY LAW. Employees and their immediate families (*i.e.*, parents, spouse, children, siblings, grandparents, step parents, step children and step siblings) of Viacom Media Networks, a division of Viacom International Inc., Viacom International, Inc., and their parent companies, subsidiaries and other affiliated companies, sponsors, advertising agencies and third party fulfillment agencies and their respective agents, employees, officers, directors, successors and assigns (collectively, with Sponsor, the “Sponsor Entities are not eligible to participate. By participating in the Opportunity, entrants: (a) agree to be bound by these Official Rules and by the interpretations of these Official Rules by the Sponsor, and by the decisions of Sponsor, which are final in all matters relating to this Opportunity; (b) to release and hold harmless Sponsor against any and all claims, injury or damage arising out of or relating to participation in the Opportunity and/or use or misuse or redemption of Grant Funds (hereinafter defined); and (c) acknowledge compliance with these Official Rules.

4. **To Enter:** Fully and accurately complete the online application which includes, without limitation, release forms, access to Sponsor (collectively, the “Application”) which can be accessed by logging on to <http://www.mtvact.com/features/leadersforchange> or change.mtv.com a website owned and controlled by Sponsor. Follow the instructions to complete the Application and submit as instructed by no later than 11:59 PM (EST) on February 25, 2019 on the Website. One Application per person or organization. Applications will be accepted on a rolling basis throughout the Entry Period.

Each Application must contain solely the entrant's original ideas and language. Each Application should also include entrant's full name, the name of the supported 501(c)(3) organization supported and designated to receive Grant Funds (if selected as the winner) (the “Designated Organization”) , age and phone number where he or she can be reached during regular business hours [Monday-Friday, 9:30 a.m. - 5:30 p.m. (EST)]. Completed Applications, submitted in accordance with these Official Rules shall be collectively referred to hereinafter as the “Eligible Entries”. All entries become the property of Sponsor and will not be returned.

Incomplete and/or late Applications will be disqualified. Limit one (1) Application and one (1) Grant per Designated Organization permitted. Applications that are illegible, incomplete or contain information other than as requested will not be accepted. No responsibility is assumed for incorrect or inaccurate entry information whether caused by any of the equipment or programming associated with or utilized in this Opportunity or by any human error which may occur in the processing of entries into this Opportunity. Sponsor is not responsible for lost, late, delayed, mutilated, illegible or misdirected entries or any problems or technical malfunctions of any telephone network or lines, computer on-line systems, servers or providers, computer equipment, software, failure of email on account of technical problems or traffic congestion or the Internet or at any web site or 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 Opportunity. If, for any reason, the Opportunity 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 Sponsor, which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Opportunity or for any reason Sponsor deems it necessary, Sponsor reserves the right to cancel, terminate, modify, delay or suspend the Opportunity due to any reason of a technical, creative or other nature. Entries that have been tampered with or altered are void. By participating in this Opportunity, entrants acknowledge compliance with these Official Rules.

5. **Grant of Rights:** Participants hereby grant Sponsor anon-exclusive, perpetual, worldwide license to sell, broadcast, publish, store, reproduce, distribute, syndicate, and otherwise use and exhibit the materials submitted, and any likeness of it in all media now known and later coming into being for purposes of trade or advertising without compensation or attribution. Participants represent and warrant that they have full legal right, power and authority to grant the foregoing license and if applicable, have secured from any participants in, and contributors to, their submission in order to grant such a license.

6. **Judging Panel:** The judging panel will be comprised of representatives from the MTV Social Impact team (the “Judges”). **Please note:** Sponsor reserves the right to conduct phone interviews with some or all of the entrants in order to clarify any information submitted on an Application.

7. **Judging Criteria:** Judges will select up to five (5) winning Applications from all the Eligible Entries received based on which Applications, in their subjective opinion, most effectively present a framework and plan for how the Grand Funds and their work will help to ensure their local community can access voting, participate in civic activities, and/or expand the right to vote for more people. The Designated Organization of the winning Applications shall be deemed to be the recipients of the “Grant Funds”, hereinafter defined (the “Grant Recipients”). For purposes of clarification, a participant who has submitted a winning Application shall be referred to herein as a “Winner”). Selection of Winners, Grant Recipients and application of the criteria shall be in the sole and absolute discretion of the Judges, and all awards are final. To the extent permitted by law, Sponsor disclaims any liability from, and applicants (whether or not designated as a Winner a) agree to waive, any claims against Sponsor or Judges relating to the judging or awarding process. Sponsor maintains the right to evaluate, and if deemed necessary eliminate, each submission before allowing it to be considered among the entries.

8. **Winners/ Grant Recipients Verification:** Winners and their associated Grant Recipients, as a condition of receiving Grant Funds, must sign (a) an affidavit of eligibility and liability release releasing Sponsor and each of their respective corporate parents, subsidiaries, employees, affiliated entities, consultants, volunteers, advertising agencies, from any and all liability, claims, demands, and causes of action for personal injury and/or damage, theft, loss, or any other harm suffered in connection with this Opportunity or the use or acceptance of Grant Funds; (b) except where prohibited, a promotional release granting the right to use their names and likenesses for advertising and publicity purposes without additional compensation and (c) additional legal documentation furnished by Sponsor verifying Winners/Grant Recipients' acceptance of these Official Rules and the conditions of participation in this Opportunity. Entry into this Opportunity constitutes all Winners 'Grant Recipients' agreement to sign such releases. Winners/Grant Recipients must also complete any additional legal documents provided by Sponsors and return them as instructed and in timeframe requested by Sponsor. Noncompliance by any participant may result in such participant's disqualification.

9. **Grant Funds:** (up to 5 Designated Organizations shall be awarded):

Up to five (5) Grand Recipients will receive a grant for up to \$20,000 to pay for costs for their civic engagement projects (“Grant Funds”). Grant Funds will be payable directly to the Designated Organization associated with the winning Applications or an alternate designated organization approved by Sponsor. No Grant Funds will be made directly to an individual Winner. Grant Recipients are subject to the review and approval of Sponsor as a condition of receiving any Grant Funds, pursuant to Sponsor’s corporate policies concerning charitable donations. In the event that the 501(c)(3) identified in the winning Application is not approved by Sponsor, Sponsor shall use reasonable efforts work with the Winner to identify an alternate organization to designate as the recipient based on a list of Sponsor- approved organizations; provided, however that Sponsor shall have the right to make the final determination of any and all Grant Recipients. Any federal and state taxes on the Grant Funds are the sole responsibility of the Grant Recipients. No substitution or transfer of grant monies permitted, except at the sole discretion of Sponsor.

The exact number of Grant Recipients awarded and the exact amount and manner of disbursement of Grant Funds will be solely determined by the Sponsor based on the quantity and quality of responses received for this Opportunity. Sponsor reserves the right to determine more or fewer than five (5) Grant Recipients at its sole discretion.

Grant Funds will be fulfilled within four to five months of the date the Grant Recipient is notified, subject to change in Sponsor's sole discretion, and receipt of a Grant by any Grant Recipient is subject to the following conditions: (1) Grant Recipients must sign all required legal documents provided by Sponsor and (2) the money awarded must be applied to cover only the expenses of non-partisan efforts/projects described in Winners' winning Applications. Grant Recipients further agree to be bound by the guidelines and decisions of the Sponsor, which are final with respect to all matters of this Opportunity.

10. **Sponsor-Produced Programming:** Sponsor may, at its option, produce film/video of the Winners in connection with this Opportunity and/or ancillary material captured during or relating to the Grant Funds fulfillment events. Winners hereby consent to participate in the foregoing activities, as reasonably requested by Sponsor. All film/video/photo/audio/written material and programming created by Sponsor will be referred to as "Programming". Sponsor shall be the exclusive owner of the copyright and other rights in and to the Programming. Sponsor, its subsidiaries, affiliates, affiliated broadcast stations and networks and licensees will be able to use the Programming forever and throughout the world, and to license others to use it, in any manner Sponsor wishes and in any and all media now known or hereafter discovered or developed without notice, including for advertising, promoting and publicizing any of its products or services, such use may include portions and excerpts, in addition to cut in synchronized, dubbed and superimposed versions of the Programming. By participating in the foregoing activities/events, Winners Guest acknowledge that Sponsor may use the Programming in accordance with the permission granted herein without any compensation, royalty, payment, liability or obligation to the Grand Prize Winner, Guest or any third party. Sponsor is under no obligation to broadcast or otherwise exploit the Programming.

11. **General Terms:** Noncompliance with any of these Official Rules may result in disqualification. ANY VIOLATION OF THESE OFFICIAL RULES BY A PARTICIPANT OR GRANT RECIPIENT OR ANY BEHAVIOR BY A PARTICIPANT OR GRANT RECIPIENT THAT WILL BRING SUCH GRANT RECIPIENT OR SPONSOR ENTITIES INTO DISREPUTE (IN SPONSOR ENTITIES' SOLE DISCRETION) WILL RESULT IN SUCH GRANT RECIPIENT'S DISQUALIFICATION AS A PARTICIPANT/ GRANT RECIPIENT OF THE OPPORTUNITY AND ALL PRIVILEGES AS A POTENTIAL GRANT RECIPIENT WILL BE IMMEDIATELY TERMINATED.

The Sponsor 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 Opportunity or by any human, mechanical or electronic error which may occur in the processing of the entries in this Opportunity. The Sponsor 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 email 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 this Opportunity. The Sponsor Entities are not responsible for any typographical or other error in the printing of the offer, administration of this Opportunity, errors in processing entries, identifying the Grant Recipients or in the announcement of the Grant Recipients. If, for any reason, this Opportunity is not capable of running as planned, including, without limitation, changes in VMN's on-air programming, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor Entities which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Opportunity, Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend this Opportunity. Should this Opportunity be terminated prior to the stated expiration date, notice will be posted on the Website during the Entry Period and the Grant Funds may be awarded to recipients 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 Sponsor. All interpretations of these Official Rules and decisions by Sponsor are final. No software-generated, robotic, programmed, script, macro or other automated online or text message entries are permitted. Sponsor 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 this Opportunity, (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 this Opportunity. CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS OPPORTUNITY IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR 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 THIS OPPORTUNITY AND THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THIS OPPORTUNITY. 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 Sponsor Entities from any and all liability resulting or arising from this Opportunity, to release all rights to bring any claim, action or proceeding against the Sponsor Entities, and hereby acknowledge that Sponsor 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 Grants Funds awarded.

All entrants into this Opportunity are solely responsible for consulting with qualified professionals and investigating, understanding and complying with any and all federal, state and local laws, codes, regulations and ordinances which may apply to entrants and the activities and/or business in which such entrants may engage. There may be tax consequences associated with the receipt of Grant Funds that an organization may receive and with any income received by a Grant Recipients, which may include, without limitation, an obligation to report as income and to pay taxes on such funds/income to federal, state and/or local authorities. It is up to the Grant Recipients and the participant's in such Grant Recipients' project to determine the tax

consequences of such funds/income, and to comply with all applicable laws in all respects, if applicable.

12. For inquiries related to the Opportunity or the names of the Grant Recipients, send a self-addressed stamped envelope to:

Viacom Media Networks
1515 Broadway
Attn Ruhi Bhalla, MTV Social Impact
NewYork, NY 10036

Please note on the front left hand corner of your outer envelope whether you are requesting “Official Rules” or the names of the “Grant Recipients”. Vermont residents may omit return postage if requesting a set of Official Rules. All requests for a copy of the Official Rules and for the names of the Grant Recipients must be made by April 25, 2019

13. **Use of Information:** All entries become the property of Sponsor and Sponsor reserves the right to use any and all information related to the Opportunity, including submissions provided by the entrants, for editorial, marketing and any other purpose, unless prohibited by law. Information collected in connection with this Opportunity shall be used in accordance with Sponsor’s Privacy Policy which can be found at <http://www.mtv.com/legal/privacy>.

