

“Cox Challenge Day Promotion”

OFFICIAL RULES

Sponsored by

MTV Networks, a division of Viacom International Inc. and Cox Communications

1. NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID ANYWHERE OUTSIDE OF THE MARKET AREAS (AS DEFINED HEREIN) AND WHERE PROHIBITED OR RESTRICTED BY LAW. THIS COMPETITION SHALL BE CONSTRUED AND EVALUATED ONLY ACCORDING TO UNITED STATES LAW.

2. **Entry Period:** “Cox Challenge Day Promotion” (the “Competition”) entry period commences at 12:00:01 AM (EST) September 7, 2010, and ends at 11:59:59 PM (EST) October 12, 2010 (the “Competition Period”). All entries must be received by 11:59:59 PM (EST) October 12, 2010 and must comply with these Official Rules.

3. **Eligibility:** Voting participation is open to legal residents of the following market areas: Virginia market area, Tucson, AZ market area, Gainesville, FL market area, Pensacola, FL market area, Macon, GA market area, Omaha, NE market area, Cleveland, OH market area, Ft. Smith, AR market area, Wichita, KS market area, Oklahoma market area, Orange County, CA market area, Santa Barbara, CA market, San Diego, CA market area, Providence, RI market area and Hartford, CT market area as defined by Nielson Media Research (each, a “Market Area” and, collectively, the “Market Areas”) who are at least thirteen (13) years of age or older at the time of entry (collectively, the “Entrant”). 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”), Cox Communications (“Cox” and, together with MTVN, the “Sponsors”) and each of their respective affiliated companies, sponsors, subsidiaries, advertising and promotion agencies, third party fulfillment agencies (collectively, with MTVN, the “Sponsor Entities”) are not eligible. By participating in this Competition, Entrants: (a) agree to be bound by these Official Rules and by the interpretations of these Official Rules by the Sponsor Entities and by the decisions of the Sponsor Entities, which are final in all matters relating to the Competition; (b) release and hold harmless the 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 this Competition and/or 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 intellectual property related cause of action; and (c) acknowledge compliance with these Official Rules.

4. **To Vote:** During the Competition Period, submit your vote (a “Vote”) by visiting <http://www.coxchallengeday.com>, (the “Website”) and complete all required information in the online form as well as to request a Challenge Day experience for one (1) of the eligible high schools listed on the Website (the “School”). The Challenge Day program is a one (1) day program created to build connection and empathy in a safe environment where struggles and pain can be explored and shared. Voting is limited to one (1) vote per participant. If a zip code receives multiple and/or irregular votes or multiple votes from the same user or users, including but not limited to, votes generated by a robotic, programmed, script, macro, other automated means or other source, the Sponsor Entities reserve the right to disqualify the zip code in their sole discretion. If the Competition includes the use of an internet tool and the internet voting process fails to operate properly or appears to be tampered with or tainted with errors, fraud or unfair practices, the Sponsor Entities reserve the right to use another means to determine the winner(s), *i.e.* random selection or appointing a panel of judges. All decisions of the judges are final.

5. **School Selection:** On or around October 24, 2010, the three (3) Schools with the highest number of zip code Votes, as determined by the Administrator, will be deemed the winning school (the “Grand Prize Winning School”) and have a chance to have Challenge Day come to the Grand Prize Winning Schools provided each Grand Prize Winning School abides by the CD Guidelines (as defined herein). In the event a Grand Prize Winning School does not abide by the CD Guidelines, such Grand Prize Winning School will be disqualified and the next school with the highest number of zip code Votes will be selected as a Grand Prize Winning School. In the event of a tie during the School selection, the Administrator shall conduct a random drawing to determine the School from such tied Votes. All decisions of the Sponsors and Administrator are final.

6. **Grand Prize Winning School Notification:** Challenge Day will make up to two (2) attempts over the forty-eight (48) hour period following the Grand Prize Winning School selection to contact the potential Grand Prize Winning School. If a potential Grand Prize Winning School cannot be reached during the forty-eight (48) hour period in which it is contacted, such potential Grand Prize Winning School will be disqualified and an alternate Grand Prize Winning School will be selected from among the remaining applicable Eligible Entries received.

7. **Grand Prize Winning School Verification:** In the event of non-compliance by any Grand Prize Winning School, such potential Grand Prize Winning School shall be disqualified and all privileges otherwise due as the Grand Prize Winning School shall be terminated and an alternative potential Grand Prize Winning School may be chosen from among all of the remaining applicable Eligible Entries received in Sponsors’ sole discretion. Each Grand Prize Winning School must complete, sign and return to Sponsors, within two (2) days after the date of MTVN’s request therefore and presentation thereof: (a) an affidavit of eligibility and release of

Sponsors and each of its officers, directors, employees, agents, members, affiliated companies and subsidiaries, 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 Competition directly or indirectly from acceptance, possession, or misuse of the Grand Prize (or any portion thereof); (b) except where prohibited by law, a promotional release granting Sponsors the right to use his/her name and likeness for advertising and publicity purposes without additional compensation; and (c) all legal documents that Sponsors may require (in its sole discretion). Failure of any Grand Prize Winning School to complete, sign and return to MTVN such affidavit, release and legal documentation within such two (2) day period shall result in the potential Grand Prize Winning School's disqualification from the Competition, in which event an alternate potential Grand Prize Winning School may be selected, in Sponsors' sole discretion. All decisions of Sponsors relating to the Competition are final. Sponsors expressly reserves the right to delay the announcement of the Grand Prize Winning Schools for creative or technical reasons or for any other reason Sponsors deems necessary.

8. **Grand Prize:** Three (3) School Grand Prizes are available to be awarded. Each Grand Prize Winning School will receive the opportunity to have Challenge Day administer the "Challenge Day Program" (the "Event") at their school during the 2010/2011 school year on a date to be mutually agreed upon by the Grand Prize Winning School and Challenge Day (the "Grand Prize"). The Grand Prize Winning Schools must follow the program guidelines outlines on <http://www.challengeday.org/coordinator-resources.php> (the "CD Guidelines"). If, for any reason, any Grand Prize Winning School is unable to agree with Challenge Day on a date for the Event to take place and/or any Grand Prize Winning school does not follow the CD Guidelines, Grand Prize Winning School privileges and the Grand Prize will be terminated and an alternative Grand Prize Winning School will be selected who was next in running with the most zip code votes, in Sponsors' sole discretion. The dates for fulfillment of the Grand Prizes will be on or around the 2010/2011 school year, subject to programming requirements and such dates are subject to change in Sponsors' sole discretion. No other substitution, transfer or cash equivalent permitted. The approximate retail value ("ARV") of each Grand Prize is \$3,200.00 and the total ARV of all Grand Prizes is \$9,600.00. The ARV is subject to change based on current market conditions at time of Grand Prize fulfillment. Any difference between the ARV and the actual value, if any, will not be awarded. No other substitution, transfer or cash equivalent permitted.

9. **General Grand Prize Terms:** Arrangements for fulfillment of the Grand Prizes will be made by Sponsors. All costs and expenses not specifically listed above as being included in the Grand Prizes, including, without limitation, any equipment to be used in connection with the Grand Prizes are solely the Grand Prize Winning Schools' responsibility. The value of the Grand Prize may be taxable to each Grand Prize Winning Schools as income. Grand Prize Winning Schools must supply Sponsor with their Federal Tax ID number for tax purposes. An IRS Form 1099 will be issued in the name of each Grand Prize Winning School for the actual value of the Grand Prize received. Upon entry into the Competition, each Grand Prize Winning School (as well as all other Entrants) is required to comply with any and all applicable federal, state, and local laws, rules, and regulations. All federal, state and local taxes, and any other costs not specifically provided for in these Official Rules are solely each Grand Prize Winning Schools' responsibility. Sponsors shall have no responsibility or obligation to any Grand Prize Winning School or any potential Grand Prize Winning School who is unable or unavailable to accept or utilize Grand Prizes as described herein. No substitution, transfer or cash equivalent of the Grand Prizes or any portion thereof permitted, except by Sponsors, in which case a prize of equal or greater value may be awarded.

10. **General Terms:** Noncompliance with any of these Official Rules by any Entrant may result in disqualification of such Entrant. 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 Competition or by any human error which may occur in the processing of the Eligible Entries in this Competition. 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 e-mail or players on account of technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, or any incomplete, lost, late, delayed, misdirected or garbled votes or failure to receive votes, 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 Competition. Sponsor Entities are not responsible for any typographical or other error in the printing of the offer, administration of the Competition, or in the announcement of the Grand Prize Winning Schools. If, for any reason, the Competition is not capable of running as planned, including, without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition (including, but not limited to, the online voting process), or for any reason Sponsors deems it necessary, Sponsors reserves the right in their sole discretion to cancel, terminate, modify or suspend the Competition, or the judging process and to determine the Grand Prize Winning School and Grand Prize Winning Students in its sole discretion. Should the Competition be terminated prior to the stated expiration date, notice will be posted on the Web Site and the Grand Prize may be awarded to Grand Prize Winning Schools 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 by Sponsors of these Official Rules, and all decisions by Sponsors under and relating to these Official Rules, are final, binding and non-appealable in all respects. No software-generated, robotic, programmed, script, macro or other automated email or voting entries are permitted. Sponsors reserves the right in its sole discretion to disqualify any individual they suspect or find: (i) to have used a software-generated, robotic, programmed, script, macro or other automated email or voting entry; (ii) to have tampered with the entry process or the operation of this Competition; (iii) to be acting in violation of these Official Rules; (iv) to be acting in an

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unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; or (v) to have provided inaccurate information on any legal documents submitted in connection with this Competition. CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE COMPETITION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVES THE RIGHT TO DISQUALIFY AND 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 COMPETITION AND THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THE COMPETITION. 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 Sponsors from any and all liability resulting or arising from the Competition, to release all rights to bring any claim, action or proceeding against Sponsors, and hereby acknowledge that Sponsors has 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 Grand Prize or any portion thereof, including, without limitation, its mechanical condition, fitness for a particular purpose or quality.

11. **Request for Names of Grand Prize Winning Schools and Official Rules:** For the names of the Grand Prize Winning Schools and/or Official Rules, send a self-addressed stamped envelope to: MTV Networks, Attention: "Cox Challenge Day Promotion", 1540 Broadway, 29th Floor, New York, NY 10036. All requests for a copy of the Official Rules and for the names of the Grand Prize Winning Schools must be made by November 13, 2010. Please note on the front left-hand corner of your outer envelope whether you are requesting "Official Rules" or the names of the "Grand Prize Winning Schools" or both. Vermont residents may omit return postage if requesting a set of Official Rules.

12. **Sponsors:** This Competition is sponsored by MTV Networks, a division of Viacom International Inc., 1515 Broadway, New York, NY 10036 and Cox Communications, 1400 Lake Hearn Drive, Atlanta, GA 30319.