

CMT HOMEGROWN: Hometown Edition Video Contest

NO PURCHASE NECESSARY TO ENTER. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. OPEN TO LEGAL RESIDENTS OF THE CONTINENTAL UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE 18 YEARS OF AGE OR OLDER.

INTRODUCTION. This "CMT HOMEGROWN: Hometown Edition Video Contest" (the "Contest") gives participants the opportunity to produce their own video featuring clips that demonstrate why their hometown is the best place in America. The details of the prize and how to enter the Contest are contained in these Official Rules.

SPONSOR: Country Music Television Inc., an MTV Networks, a division of Viacom Inc. (collectively referred to herein as "MTVN"), 330 Commerce St., Nashville, TN 37201.

ELIGIBILITY. The Contest is open only to residents of the continental United States and the District of Columbia (entries originating from any other jurisdiction are not eligible for entry) and who are 18 years of age or older at time of entry. If 18 is not the age of majority in the jurisdiction in which entrant resides, entrant must obtain parental or legal guardian consent to be eligible to participate in this Contest. Furthermore, each entrant must not currently be, or at the onset of this Contest, be under any contractual arrangement that would prohibit the entrant from entering into this contest or that will prohibit our use of the footage that includes the entrant's performance, appearance, name, voice, singing voice, likeness and any musical or sound effects produced by the entrant. Any entrant who is a minor in his/her jurisdiction of legal residence will be required to obtain the permission of his/her parent or legal guardian to participate in this Contest. Entrant must also have obtained all necessary permissions from anyone else featured in his/her Submitted Video, including permission from parents or legal guardians of minors including in such Submitted Video. No responsibility is assumed for any disputes which may arise among an entrant and any individual who may have a collective/creative interest in any Submitted Video in connection with this Contest. Such disputes will not be resolved by MTVN. In the event that any such dispute interferes with the operation of the Contest, the entrant(s) involved in the dispute may be disqualified, in MTVN's sole discretion. THIS CONTEST IS VOID WHEREVER PROHIBITED OR RESTRICTED BY LAW. Employees of Country Music Television, Inc. ("CMT") and/or MTV Networks, a division of Viacom Inc. and their respective affiliates, subsidiaries, advertising or promotion agencies are not eligible, nor are members of these employees' families (defined as parents, children, siblings, spouse, and life partners) to participate in this Contest. By participating in this Contest, entrants agree to be bound by these Official Rules by the decisions of the judges, MTVN, which shall be final, conclusive and binding in all matters relating to this Contest.

Each entrant (and the parent/legal guardian of any entrant who is a minor in his/her state of residence) may be required to sign (a) an affidavit of eligibility and liability release to release MTVN and any sponsoring entities and their respective employees, 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 Contest or the use or acceptance of any of promotional opportunities and/or prizes received, (b) except where prohibited, a promotional release granting the right to use his or her name and likeness for advertising and publicity purposes without additional compensation, (c) any relevant tax documentation and (c) upon MTVN's request, any additional legal documentation to confirm MTVN's ownership and rights in and to the Submitted Video. Entry into this

Contest constitutes each entrant's [including each potential Grand Prize Winner's agreement to sign such affidavit and release form(s)]. A potential Grand Prize Winner's failure to sign and return any of the documents when requested may result in disqualification and selection of an alternate winner. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY ENTRANT WILL RESULT IN SUCH ENTRANT'S DISQUALIFICATION AS A POTENTIAL WINNER OF THIS CONTEST. Upon receipt of a prize, Grand Prize Winner is required to comply with any and all applicable federal, state and local laws, rules and regulations.

HOW TO ENTER. To enter the Contest, during the Entry Period, as defined below, eligible participants must:

(i) fill out all the required fields on the Contest entry form located at www.homegrown.cmt.com ("the Website") to be entered into the Contest including, without limitation, electronically agreeing to the terms of these Official Rules. Incomplete or inaccurate entry forms are void;

(ii) execute and submit the Affidavit of Eligibility/Release of Liability, Submission Release and where applicable, any related Guest Releases, Location Agreements and/or License Agreements applicable to the Submitted Video. Noncompliance with these submissions may result in disqualification. With respect to any potential winner who is under the age of majority in their state of residence at the time of entry into the Contest, the signature of such potential winner's parent or legal guardian will be required, acknowledging and accepting the terms of these Official Contest Rules on behalf of such potential winner. The parent or legal guardian of any potential winner must also sign an Affidavit of Eligibility/Release of Liability and Submission Release on behalf of the potential winner who is not of the age of majority.;

(iii) produce their own video (not to exceed two (2) minutes in length) featuring footage that demonstrates why their home town is the best place in America ; and

(iv) submit the video to MTVN ("Submitted Video") either via mail or delivery to CMT HOMEGROWN: Hometown Edition Video Contest, 330 Commerce Street, Room 468, Nashville, TN 37201 on video tape or DVD (acceptable formats are MiniDV, DVCam, BetaSP, Digital Beta, VHS or DVD format). Any Submitted Videos not received by MTVN by August 30, 2007 will be automatically disqualified from the Contest. All Submitted Videos entered into the Contest must have come from an original master that meets one of the aforementioned acceptable six (6) formats. Any Submitted Videos sent to MTVN in a format other than the formats listed above will be disqualified. Any Submitted Videos sent to MTVN that exceed two (2) minutes in length will be disqualified.

By doing the above, eligible entrants will be entered into the Contest and will each qualify as a participant ("Participant", "you" or "your").

CONTEST DESCRIPTION AND TIMING: The Contest will consist of two (2) rounds:

("Entry Period") will run beginning 12:00 p.m Central Standard Time on May 24, 2007 through 11:59 p.m. Central Standard Time on August 30, 2007. During the Entry Period Participants may enter the Contest as described above.

Selection Round ("Selection Round") Beginning on or about August 31, 2007, MTVN, in their sole discretion, will begin the selection of the top four (4) Submitted Video contenders from all eligible Submitted Videos ("Four-Finalists"). MTVN's selection will be

based on the originality and the overall quality of each eligible Submitted Video. The Submitted Videos will be judged by a panel of judges, as determined by MTVN, whose decisions are final on all matters relating to the determination of the Four-Finalists. In addition to MTVN's right to do so in its discretion, the judges will also be instructed to disqualify any entry and any Submitted Video that displays dangerous conduct, stunts or tricks, conduct that could lead to or shows physical injury, property damage or otherwise violates or is inconsistent with these Official Rules. The chosen Four-Finalists will not necessarily all have the highest production value or be the most polished but, more importantly, will need to be innovating, original videos demonstrating why their home town is the best place in America.

Voting Round ("Voting Round") Beginning September 6, 2007 through September 21, 2007 the top four (4) Submitted Videos ("Four-Finalists") chosen by MTVN will be featured on Top 20 Countdown and displayed on CMT.com where visitors to CMT.com will have the opportunity to watch and vote for their favorite Four-Finalist. The winner will be tabulated based on the number of votes each Submitted Video receives to determine the Submitted Video that will be named the grand prize winner of this Contest (the "Grand Prize Winner").

Before September 27, 2007, MTVN will notify the Grand Prize Winner that their respective Submitted Video has been selected as the Grand Prize Video and that they are the potential winner in this Contest.

A potential winner may be requested to provide MTVN with proof that he/she is the authorized account holder of the e-mail address associated with the winning entry and will be required to furnish proof of eligibility (including, without limitation, proof of US residency, age, and all required Clearances) as a condition of receiving the Grand Prize.

In an effort to ensure that the eventual and potential Grand Prize Winner is fully qualified for the Grand Prize of this Contest, MTVN will begin contacting and qualifying the Four Finalists by email or telephone beginning August 31, 2007. If these Four Finalists cannot be contacted within 8 hours from the first attempt to contact such potential finalist, an alternate potential finalist may be selected from among the remaining entrant of the Voting Round for the Grand Prize, based on the next most voted for Submitted Video, In the event that the voting is interrupted or disrupted, MTVN reserves the right to determine the Grand Prize Winner in their sole discretion based on the originality and overall quality of the Grand Prize Videos remaining in the Contest.

PRIZING. "CMT HOMEGROWN: Hometown Edition Video Contest" will award one (1) grand prize package ("Grand Prize") as follows:

GRAND PRIZE.

The winning submission will receive an opportunity to participate in a Top 20 Countdown taping in their home town. The total approximate retail value (the "ARV") of the Grand Prize is for promotional consideration. The ARV for the Grand Prize package is subject to change based on the current market conditions at time of the prize fulfillment.

All federal, state and local taxes related to the Grand Prize are the sole responsibility of Grand Prize Winner. No refunds or credit for changes are allowed. No transfer of the prize is permitted. No substitution, transfer of any prize (or any part of the Grand Prize package) or cash alternative will be permitted, except by MTVN due to prize unavailability at time of award in which case a prize of equal or greater value will be

awarded. Unless specified otherwise by MTVN, no cash will be awarded. Arrangements for the fulfillment of prizes will be made by MTVN

ENTRIES: You may enter as many times as you wish but each video submission must be mailed separately AND must be different and not resemble your previous video submission(s) – derivatives or different versions of the same Submitted Video are not “different” Submitted Video for these purposes and the decision of MTVN shall be final in making any such determination. Duplicate Submitted Videos shall be disqualified.

MTVN is not responsible for lost, late, incomplete, garbled, illegible, or misdirected Contest entries, or for any error, human, technical or otherwise, which may occur in the processing of Contest entries. Proof of sending will not be deemed to be proof of receipt. All entries/Submitted Videos become the exclusive property of MTVN and will not be acknowledged or returned. Any use of robotic, automatic, programmed or similar entry methods will void all such entries by such methods and such senders. Participant understands that MTVN will not return and is not obligated to return Submitted Video to Participant.

SUBMITTED VIDEO REQUIREMENTS: Each Submitted Video must be wholly original, created solely by the applicable Participant and may not have been previously published and such Participant must wholly-own all copyrights in and to such Submitted Video, without having granted at any time to any person or entity other than MTVN the right to use such Submitted Video. Each Submitted Video must not contain the trademarks, designs, copyrighted works or intellectual property of any third parties. The length of each Submitted Video must not exceed two (2) minutes in length.

Submitted Videos will not be accepted or eligible if they contain content or material of any kind that violates or is inconsistent with these Official Rules, including, without limitation, any content that contains (or appears to contain):

- (i) explicitly profane or obscene material;
- (ii) endorsement (or condones) of illegal drug use, alcohol abuse or other illegal activity;
- (iii) nudity, profanity, extreme or gratuitous violence;
- (iv) language will be evaluated by CMT based on context and societal acceptability;
- (v) any express or implied commercial endorsement if any such commercial endorsement conflicts with any commercial endorsements tied to this Contest;
- (vi) any derogatory characterization of any person or group based on age, race, color, gender identity and expression, sexual orientation, religious beliefs, marital status, mental or physical disability, citizenship, creed, national origin, physical appearance, political affiliation, union membership, or other ethical or unlawful factors;
- (vii) any unauthorized use of copyrighted or proprietary material; or
- (viii) depictions of any conduct, language or other context deemed inappropriate by CMT or any of the judges selected by the Sponsor.

Additionally, MTVN reserves the right to disqualify any Submitted Video that it deems, in its sole discretion, to be offensive or inappropriate or to violate any of the policies of MTVN's Standards and Practices Guidelines.

CLEARANCES. Each Participant is solely responsible for obtaining from all applicable individuals or entities, any and all required rights, releases, consents, clearances, licenses, and other authorizations (collectively, the "Clearances") necessary to exploit and otherwise use the Submitted Video in any and all media. Without limiting the generality of the foregoing, prior to submitting their Submitted Video, each Participant is solely responsible for obtaining the following Clearances:

(i) Location releases from any location featured in the Submitted Video, other than the Participant's home;

(ii) Releases from any person whose name, voice, likeness, or persona is referenced, shown, or otherwise used in the Submitted Video;

(iii) Music Synchronization License signed by all writers/co-writers of original music featured within the Submitted Video;

(iv) With respect to those individual(s), if any, providing Clearances who are under the age of majority in their state of residence, the signature of the individual(s)' respective parent or legal guardian (on the applicable Clearances(s)).

By submitting the Submitted Video, entrants warrant that the Submitted Video, and all elements contained therein, are original with entrant, or have been fully cleared by entrant (including, but not limited to music synchronization rights), and that neither the Submitted Video, nor MTVN's uses thereof will infringe on any rights or trademarks of any person or entity. Participants furthermore confirm that, to the best of their knowledge, any statements made in connection with the Submitted Video will be true and not violate or infringe on any third party's rights.

MTVN hereby reserves the right (but not the obligation) to verify that all necessary Clearances relating to the Submitted Video have been obtained prior to selecting the Submitted Video as a Selected Video or a Grand Prize Video. Without limiting the generality of the foregoing, MTVN reserves the right to disqualify any Submitted Video from the Contest if MTVN determines at any time, in their sole discretion, that the applicable Participant has not obtained all necessary Clearances.

CONDITIONS OF PARTICIPATION:

(i) Each Participant hereby warrants that the Submitted Video is an original work by such Participant and that no persons have collaborated with Participant in creating or developing the Submitted Video (however, if any such collaboration is with a third party, Participant will have obtained appropriate permissions/Clearances from any such third party prior to submission of his/her video), and that Participant has the right to submit this Submitted Video to MTVN on the terms and conditions contained in these Official Rules and guarantees that the Submitted Video is Participant's original creation free of any infringement of copyright, trademark or common law.

(ii) Each Participant agrees that MTVN may retain a copy of the Submitted Video and each Participant hereby releases MTVN from any liability for loss or damage thereto.

(iii) Participant hereby agrees to submit their video(s) under the following terms and conditions: (a) that MTVN may use any ideas, concepts, material, in whole or in part, contained in a Submitted Video; (b) that all materials submitted become the property of MTVN and will not be returned; (c) 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; (d) Participant has obtained all rights, permissions and licenses necessary to use the Submitted Videos for any purpose; (e) that no Submitted Video, or any part thereof, infringes any trademark or copyright or otherwise violates anyone's right of privacy or publicity; (f) by submitting a Submitted Video, Participant consents to MTVN exhibiting such entry, in whole or in part, in all media, now known or hereafter devised, in perpetuity for any purpose whatsoever without any compensation (unless otherwise stated herein); and (g) Participant indemnifies and holds harmless Country Music Television Inc., CMT Productions Inc., Viacom Inc., MTVN their successors and assigns from any claims, suits, losses damages and expenses (including reasonable attorneys' fees) that arise from any breach of the following conditions. All Participants 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 Submitted Video and their right to use such materials without limitation for any purpose. They further agree, if chosen as Grand Prize Winner, to assign to MTVN all right, title and interest in all material and agree to sign such documentation as we require, in our sole discretion, to formalize this assignment.

(iv) In connection with each and every video you submit to us, you are consenting, approving and authorizing MTVN and the MTVN entities to host, cache, store and maintain your video and you further grant to the MTVN entities, whether for not-for-profit, commercial, educational or any purposes whatsoever and without accounting, notification or other obligation to you, the unqualified, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual and royalty free right, license, authorization and permission, to use, copy, reproduce, publish, transmit, web cast, pod cast, broadcast, re-publish, re-broadcast, re-platform and/or port, syndicate, route, link to and from, circulate, distribute, display, exhibit, perform, edit, adapt, reformat, translate, mix, combine, merge, superimpose, encrypt, encode and decode, compress and decompress, distort, create or add special effects and/or illusions, alter, supplement, enhance and/or modify your Submitted Video, in whole or in part, and to excerpt and/or extract all or any portion of your Submitted Video for purposes related to the MTVN entities, the Service, our Web site and/or the promotion thereof, in any form or format, on or through any media or medium and with any technology or devices now known or hereafter developed or discovered. These rights include the right to create derivative works, distribute and synchronize all or any portion of your Submitted Video in timed relation to any other visual elements and to excerpt and/or extract portions of your Submitted Video in order to host, store, index, categorize and display it on or through any MTVN entities' Web sites and/or MTVN entities' other services or channels.

(v) Also, by submitting your video to MTVN, you grant the MTVN entities the unqualified, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual and royalty free right, license, authorization and permission, to use your video, to use and refer to your name, logo, marks or other distinctive identification in presentations, marketing materials, customer lists and financial reports, to do, perform, take advantage of and exploit any and all of the rights set forth herein in connection with the marketing, advertising and promotion of the Service and any products, goods, features, functions, capabilities and/or services associated with any MTVN entities and to use any ideas, concepts, content, material, expression or form of expression, in whole or in part, contained in your Submitted Video, for any purpose whatsoever, without any compensation or accounting to you, in products or services developed by any MTVN entities, without limitation or restriction whatsoever.

(vi) The rights described in these Official Rules and granted to MTVN and the MTVN entities shall commence immediately upon submission of a video to us and continue thereafter perpetually and indefinitely, regardless of whether you continue or remain as a registered user of the Service or not, unless and until terminated, in whole or in part, by MTVN by written notice to you. Notwithstanding the foregoing, you acknowledge and agree that neither MTVN, nor any other MTVN entity, shall be required or have any obligation to host, index, display, accept or use any submitted video and MTVN may, in its sole discretion, remove or refuse to host, index, display, accept, use or do anything at all with respect to any video submission. You have no right to revoke or terminate any of the rights granted to the MTVN entities, or to prohibit any use of your Submitted Video by the MTVN entities. You are not entitled to and you will not receive any compensation or other consideration for your Submitted Video or any use we make of your Submitted Video. The rights granted to the MTVN entities hereunder include rights applicable to any materials that include, refer to or are associated with your Submitted Video and you agree that no clips, elements, portions or aspects of your Submitted Video, nor any commercial, advertisement, promotional, marketing or other material associated with the your Submitted Video, need be submitted to you for approval prior to use by any of the MTVN entities. You hereby waive the opportunity and any and all right to inspect or approve use of the Submitted Video in accordance with the rights granted hereunder and the rights and your authorization and consent also include, without limitation, composite, stunt, comic or unusual photograph, video, animated and/or motion picture or voice reproductions, caused by optical illusion, distortion, alteration or retouching or by using parts of several videos or any other method.

(vii) You hereby release MTVN and the MTVN entities from any and all claims of any rights, encumbrances, liens, claims, demands, actions or suits which you may or can have in connection with your Submitted Video, including, without limitation, any and all liability for any use or nonuse of the your Submitted Video, claims for defamation, libel, slander, invasion of privacy, right of publicity, emotional distress or economic loss. MTVN and the MTVN entities have the right to assign, transfer, convey, license, sub-license and otherwise transfer all or any portion of its or their rights in and to your Submitted Video, including, without limitation, any and all rights granted to MTVN and the MTVN entities hereunder, to any other party, without accounting, reporting, notification or other obligation or liability to you whatsoever, now or in the future.

(viii) You must own the rights to the video you submit and each element of each video you submit and the right to grant all of the authorizations, permissions, approvals, consents, rights and licenses as described in these Rules. If you do not exclusively own all of these rights, you must have all necessary authorizations, permissions, approvals, consents, rights and licenses from the owner(s) to enter this Contest, perform and comply with all of its obligations. By accepting the terms and conditions of these Official Rules you represent, warrant and covenant to the MTVN entities and by submitting each video to MTVN, you reaffirm each such representation, warranty and covenant, that (a) you are at least 18 years of age that you have the legal right and capability to enter into this Contest (if entrant is below the age of majority in his/her state of residence, then his/her parent or legal guardian must sign all applicable releases) and perform and comply with all of its terms and conditions, (b) all of the information provided by you to MTVN to register, enroll in and use the Service and each time you submit a video to us, is correct, complete and current, (c) neither your conduct (including without limitation your right to grant all rights to MTVN and the MTVN entities granted herein and the exercise by MTVN and the MTVN entities of all rights granted by you herein), your

submission of any video, nor any video you submit, violates any of the terms of this Agreement, any rights of any other party or any obligations by which you may be bound, any law or any regulation, or infringes upon or misappropriates any intellectual property, privacy, publicity or other rights of any party, and (d) you hold and will continue to hold the necessary ownership, license, proprietary and other rights, to enter into this Contest, perform its obligations and grant all the rights and licenses granted herein (including, without limitation, all necessary literary, musical, synchronization and other intellectual property rights and licenses). Upon the request of MTVN, you will furnish MTVN, any documentation, substantiation and releases necessary and reasonably required to prove, confirm, verify, and substantiate your compliance with any or all of the terms and conditions of this Agreement, including, without limitation, the foregoing representations, warranties and covenants.

(ix) You acknowledge that other persons may have submitted videos to us or the other MTVN entities, may have made public, or may hereafter originate and submit or make public, material similar or identical to the content on any video or any other material you may submit to us and you understand you will not be entitled to any compensation because of the use of any similar, equivalent or even identical content, information or material. Even if you subsequently see or learn of a presentation, motion picture, still photograph, film, video or any other content which appears to incorporate any idea or concept or include anything similar to that contained in your or any other video submitted to us, that is purely coincidental and unavoidable in light of the volume of things MTVN and the MTVN entities routinely considers in the course of its and their business and activities. In fact, you may not and should not assume or infer from the fact that your video has been posted, displayed or accepted for display that we regard any video, or any part of any video, as novel, valuable or usable.

USE OF DATA and AGREEMENT TO OFFICIAL RULES. MTVN will be collecting personal data about Participants (including, without limitation, e-mail addresses) when Participants enter the Contest. By participating in the Contest, Participants hereby agree to all personal information uses and disclaimers as explained in MTVN's Privacy Policy <http://www.cmt.com/interact/terms/privacy.jhtml>. Participation in the Contest further constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules and MTVN's Privacy Policy and willingness to be contacted by telephone and/or email.

MTVN shall have an irrevocable, perpetual, universe-wide, fully paid-up and royalty-free license to copy all Submitted Videos (including, without limitation, by means of creating digital images of all Submitted Videos by scanning the submitted photographs), and to use, re-use, publish, and re-publish such Submitted Videos in whole or in part, individually or in conjunction with other photographs or images, in any and all media now known or hereafter devised and for any purpose whatsoever, including, without limitation, for use on merchandise, throughout the universe (including, without limitation, illustration, promotion, advertising and trade), and to use the name of each Participant in connection therewith if MTVN so chooses in its sole discretion (such use defined as the "Selected Video" herein). Each entrant agrees that they will not be compensated for submitting any Submitted Videos.

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 a MTVN presentation which seemingly

incorporates an idea or concept or includes materials similar to that contained in their Submitted Video. Any similarity is purely coincidental and unavoidable in light of the volume of ideas which MTVN routinely consider in the course of their program development. Because of this possibility, entrants hereby agree to submit their video under the following terms and conditions: (i) that MTVN may use any ideas, concepts, material, or expression in whole or in part, contained in a Submitted Video; (ii) that all materials submitted become the property of MTVN; (iii) entrants have obtained all rights, permissions and licenses necessary to use the Submitted Video for any purpose; (iv) that no Submitted Video, or any part thereof, infringes any trademark or copyright or otherwise violates anyone's right of privacy or publicity; (v) by submitting a video, entrants consent to MTVN exhibiting such video in all media in perpetuity; (vi) entrants indemnify and hold harmless MTVN and its respective heirs, executors, assigns and designees from any claims, suits, losses damages and expenses (including reasonable attorneys' fees) that arise from any breach of these Official Rules or from any and all claims and demands arising out of or in connection with the use of such Submitted Videos, including, without limitation, any claims for copyright infringement, defamation or invasion or privacy. Only Submitted Videos that are submitted in accordance with all applicable rules governing this Contest will be eligible for selection. All entrants agree to the foregoing and in addition agree to provide, upon request of MTVN, any documentation and releases necessary to prove their unrestricted ownership in all materials contained in their Submitted Video and MTVN's right to use such materials without limitation for any purpose, without any compensation. Participants further agree to assign all right, title and interest in all material to MTVN and agree to sign such documentation as is necessary to formalize this assignment. Without limiting the foregoing, Participants acknowledge and agree that MTVN is under no obligation to use any materials submitted by Participants in connection with the Contest.

Notwithstanding the foregoing, Participants agree: (i) that their Submitted Video may be used by MTVN in whole or in part for any purpose whatsoever without any compensation; and (ii) to hereby grant to MTVN the exclusive, irrevocable right and license to exhibit, broadcast, copy, reproduce, encode, compress, encrypt, incorporate data into, edit, broadcast, rebroadcast, transmit, record, publicly perform, create derivative works of, and distribute and synchronize in timed relation to visual elements, the materials contained in their Submitted Video and/or any portions or excerpts thereof, in any manner, an unlimited number of times, in any and all media, now known or hereafter devised, throughout the world, in perpetuity.

GENERAL CONDITIONS. The Contest is governed by the laws of the State of New York and Participants in the Contest hereby consent to the exclusive jurisdiction of those laws for any causes or controversies arising out of the Contest.

Each Participant waives any and all objections to jurisdiction and venue in these courts. All federal, state and local laws and regulations apply. Void where prohibited or restricted by law. Contest may only be entered in or from the United States and the District of Columbia and entries originating from any other jurisdiction are not eligible for entry. Except where prohibited by law (or if Winner is a resident of Tennessee), Winner grants to MTVN (and its advertising agencies) and MTVN the right to use and publish Winner's photo, proper name, likeness, voice, opinions, biographical information and state in any media to promote MTVN and the Contest without additional compensation.

By entering, Participants release and hold harmless MTVN, and their respective principals, subsidiaries, affiliates, directors, officers, employees and agents from any and

all liability for any injuries, loss or damage of any kind arising from or in connection with the Contest or receipt or use and/or misuse of any prize.

MTVN reserves the right to cancel or modify the Contest if fraud or any other factor impairs the integrity of the Contest as determined by MTVN in its sole discretion. MTVN's decisions as to all matters related to administration of the Contest are final.

If, in MTVN's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, or if technical difficulties compromise the integrity of the Contest, MTVN reserves the right in its sole discretion to void any entries at issue (including disqualifying any individual who tampers with the entry process), and to cancel, terminate, modify or suspend the Contest, in whole or in part, at any time without notice. In the event of such cancellation, MTVN reserves the right to award the prize, in MTVN's sole discretion, from all eligible entries received before the time of cancellation.

MTVN does not assume any responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction of unauthorized access to, or alteration of, entries. MTVN shall not be 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 entry received by MTVN on account of technical problems or traffic congestion on the Internet or at any web site, any combination thereof, or otherwise, including any injury or damage to entrant's or any other person's computer related to or resulting from participation or downloading any materials in the Contest.

CAUTION: ANY ATTEMPT BY ANYONE TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. THE NEW YORK COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE CONTEST AND THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THE CONTEST. ENTRANTS WAIVE ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS.

WINNERS LIST. For a copy of the Winner List or Official Rules, send a self addressed stamped envelope to: CMT, 330 Commerce Street, Nashville, TN 37201. Attention: "CMT HOMEGROWN: Hometown Edition Video Contest, Room 468" All requests must be received by October 30, 2007. Please note on the front left hand corner of your outer envelope that you are requesting the name of the "Winner". Vermont residents may omit return postage if requesting a set of Official Rules.

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