

Exhibit A

mtvU's Grants CONTEST

OFFICIAL RULES

1. NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. CONTEST IS OPEN TO GROUPS OF TWO OR MORE INDIVIDUALS WHOSE MEMBERS ARE LEGAL RESIDENTS OF THE UNITED STATES, AT LEAST 16 YEARS OF AGE OR OLDER AT TIME OF ENTRY AND WHO ARE CURRENTLY ENROLLED AS A PART-TIME OR FULL-TIME STUDENT AT A COLLEGE OR UNIVERSITY THAT IS A CURRENT CARRIER OF THE PROGRAMMING SERVICE ENTITLED "MTVU" ("mtvU"). ANY ENTRANT UNDER THE AGE OF 18 MUST OBTAIN A SIGNATURE OF A PARENT OR LEGAL GUARDIAN ON HIS/HER APPLICATION AND ON ALL LEGAL DOCUMENTS SUBMITTED IN CONNECTION WITH THIS CONTEST. VOID WHEREVER RESTRICTED OR PROHIBITED BY LAW.
2. **Entry Period:** "mtvU's Grants Contest" (the "Contest") commences at or around 10:00 a.m. (ET) on February 1, 2011 and continues through 11:59 p.m. (ET) on December 31, 2011 (the "Entry Period").
3. **Sponsors:** This Contest is sponsored by MTV Networks on Campus Inc., a subsidiary of Viacom International Inc. ("MTVNOC") 1515 Broadway, New York, NY 10036 and Youth Venture ("YV" and, together with MTVNOC, the "Sponsors"), 1700 N. Moore Street Suite 2000 Arlington, VA 22209.
4. **Eligibility:** Contest is open to legal residents of the United States who are at least 16 years of age or older at time of entry and who are currently enrolled as a part-time or full-time student at a college or university that is a current carrier of the programming service currently entitled "mtvU". Any Entrant under the age of 18 must obtain a signature of his/her parent or legal guardian on his/her Application and on all legal documents required to be executed in connection with this Contest. 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 International Inc., MTVNOC, MTV Networks, a division of Viacom International Inc., YV, and each of 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 Sponsors, the "Contest Entities") or any person who has won an MTV Networks National Contest or Sweepstakes in the 2010-2011 calendar year are not eligible to win a prize. Any person or group who has previously won the mtvU Grants contest or a grant from Youth Venture is ineligible to win in 2011. By participating in this Contest, 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 this Contest; (b) to release and hold harmless these Contest Entities against any and all claims, injury or damage arising out of or relating to participation in the Contest and/or use or misuse or redemption of the Grand Prize (as hereinafter defined); and (c) acknowledge compliance with these Official Rules.
5. **To Enter:** Log on to your account at <http://www.youthventure.org>, a website owned and controlled by YV (the "Website"), or if you do not have an account, create one for free. Then, follow the instructions to complete the application which includes, without limitation, release forms, access to the Youth Venture Labs and "Action Plan" (collectively, the "Application"). Once complete, submit your Application as instructed on the Website. One Application per group or organization.

All entries must be received by 11:59 p.m. (ET) on December 31, 2011. Each Application must contain solely the entrant's original ideas and language. Each Application should also include entrant's full name, 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. (ET)]. 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 Sponsors and will not be returned.

Incomplete and/or late Applications will be disqualified. You may enter only once. 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 Contest or by any human error which may occur in the processing of entries into this Contest. MTVNOC 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 or players 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 Contest. If, for any reason, the Contest 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 Sponsors, which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest or for any reason Sponsors deem it necessary, Sponsors reserve the right to cancel, terminate, modify, delay or suspend the Contest 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 Contest, entrants acknowledge compliance with these Official Rules.

6. **Judging Panel:** The judging panel will be comprised of representatives from the Sponsors (the "Judges"). **Please note:** Sponsors reserve 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 the Grand Prize Winners from all the Eligible Entries received based on which Applications, in their subjective opinion, most effectively present a framework and plan for a new sustainable community service or a social entrepreneurship project which addresses a well-documented need/demand within a community (the "Venture"). Criteria can be found at www.mtvu.com. Selection of winners 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, Sponsors disclaim any liability from, and applicants (whether or not awarded a Grand Prize) agree to waive, any claims against Sponsors or Judges relating to the judging or awarding process. The Application must be completed in its entirety. Applicants must also agree to Youth Venture's Conditions of Association attached hereto as Exhibit A.

8. **Grand Prize Winners Selection/Notification:** Commencing the week of February 2, 2011 and continuing through the end of the Entry Period (excluding the period beginning on June 1, 2011 through August 25, 2011), the Judges will select at least one grand prize winner (comprised of two or more individuals), for up to a maximum of 30 grand prize winners, from among all of the Eligible Entries received (each a "Grand Prize Winner"). The foregoing dates are subject to change in Sponsors' sole discretion. Grand Prize Winners will be notified by telephone. Sponsors will make up to three attempts to contact each Grand Prize Winner. If any Grand Prize Winner is unreachable during the 72 hours in which he or she is called or if he/she does not comply with these Official Rules, an alternate First Prize Winner may be selected from all remaining Eligible Entries. Sponsor reserves the right to delay the announcement of any Grand Prize Winner.

9. **Grand Prize Winners Verification:** Grand Prize Winners, as a condition of receiving a Grand Prize, must sign (a) an affidavit of eligibility and liability release releasing the Sponsors 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 Contest or the use or acceptance of any of their respective prizes; (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 Sponsors verifying Grand Prize Winners' acceptance of these Official Rules and the conditions of participation in this Contest. Entry into this Contest constitutes all Grand Prize Winners' agreement to sign such releases. Grand Prize Winners must also complete any additional legal documents provided by Sponsors and return them to MTVNOC within seven days after receipt of such documents. Noncompliance by any participant may result in such participant's disqualification.

10. **Grand Prize (30):** Grand Prize Winners will each receive: (a) up to \$1,000.00 to cover the start-up expenses of the project described in his/her Application and (b) access to selected educational resources and tools from Youth Venture including, but not limited to, (i) Youth Venture Start-Up Kit, (ii) a national network of young "venturers," (iii) a "venturers-only" website and (iv) information about scholarships and speaking opportunities (collectively, the "Grand Prize").

The maximum approximate retail value of all prizes to be awarded in this Contest is \$30,000.

The Grand Prize shall be fulfilled within four to five months of the date the Grand Prize Winner is notified, subject to change in Sponsors' sole discretion, and receipt of a Grand Prize by any Grand Prize Winner is subject to the following conditions: (a) Grand Prize Winners must sign all required legal documents provided by Sponsors, (b) the money awarded must be applied to cover the start-up expenses of the project described in Grand Prize Winners' Application, (c) Grand Prize Winners must agree to spend the Grant Funds within one year from the date the money is awarded or return Grant Funds to Sponsors, (d) Grand Prize Winners must provide Youth Venture with project's receipts no later than 12 months after receiving Grant Funds, (e) Grand Prize Winners must provide Youth Venture with a three month and a twelve month evaluation of his/her project and (f) Grant Funds shall not be used to pay salaries associated with the project. Youth Venture will disburse the Grand Prizes within two weeks of final approval of each Grand Prize Winner. Grand Prize Winners further agree to be bound by the decisions of the Sponsors which are final with respect to all matters of this Contest.

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

The Contest 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 Contest or by any human, mechanical or electronic error which may occur in the processing of the entries in this Contest. The Contest 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 Contest. The Contest Entities are not responsible for any typographical or other error in the printing of the offer, administration of this Contest, errors in processing entries, identifying the Grand Prize Winners or in the announcement of the Grand Prize and Grand Prize Winners. If, for any reason, this Contest is not capable of running as planned, including, without limitation, changes in MTVNOC's on-air programming, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Contest Entities which corrupt or affect the administration, security, fairness, integrity or proper

conduct of this Contest, Sponsors reserve the right in its sole discretion to cancel, terminate, modify or suspend this Contest. Should this Contest be terminated prior to the stated expiration date, notice will be posted on www.mtvu.com during the Entry Period and the Grand Prizes may be awarded to winners 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. Sponsors reserve 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 Contest, (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 Contest. CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, CONTEST 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 CONTEST AND THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THIS CONTEST. 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 Contest Entities from any and all liability resulting or arising from this Contest, to release all rights to bring any claim, action or proceeding against the Contest Entities, and hereby acknowledge that Contest 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 Grand Prize, including express warranties provided exclusively by a prize supplier that are sent along with the Grand Prize.

All entrants into this Contest 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 Grant Funds or the participant's in Grand Prize Winners' project may receive and with any income received by a Grand Prize Winners, 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 Grand Prize Winners and the participant's in such Grand Prize Winners' project to determine the tax consequences of such funds/income, and to comply with all applicable laws in all respects, if applicable.

12. For the names of the Grand Prize Winners, send a self-addressed stamped envelope to:

Youth Venture
1700 N. Moore Street, Suite 2000
Arlington, VA 22209
Attn: "mtvU Grants"

All requests for a copy of the Official Rules and for the name of the Winner must be made by February 28, 2012. Please note on the front left-hand corner of your outer envelope whether you are requesting "Official Rules" or the name of the "Winner". Vermont residents may omit return postage if requesting a set of Official Rules.