

**Mayweather/Maidana2 Mayhem Art  
OFFICIAL RULES**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR TO WIN THIS  
CONTEST. GRAND PRIZE WINNER MUST BE AVAILABLE TO TRAVEL ON  
FRIDAY, SEPTEMBER 12, 2014

The object of Mayweather/Maidana2 Mayhem Art (the “Contest”) is to design an original piece of artwork that creatively depicts both boxers, Floyd Mayweather and Marcos Maidana, together. This contest is in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram, or Twitter.

**1. CONTEST DATES AND TIMES:** The Contest begins on or about 12:00 NOON Eastern Daylight Time (“EDT”) on August 15, 2014 and ends on or about September 10, 2014 “Contest Period” with the deadline for entry submission being August 26, 2014 at 12:00 NOON EDT (“Entry Submission Period”). During the Contest Period there are a series of Contest-related events which are noted in the Contest calendar below (the dates and times are approximate and subject to change):

EVENTS	STARTS	ENDS
<b>ENTRY SUBMISSION PERIOD</b>	(12:00 NOON) <b>August 15</b>	(12:00 NOON) <b>August 26</b>
<b>JUDGING TO SELECT POTENTIAL FINALISTS AND/OR ALTERNATES</b>	<b>August 15</b>	<b>August 26</b>
<b>NOTIFICATION &amp; CLEARANCE OF UP TO 10 FINALISTS AND/OR ALTERNATES</b>	<b>August 26</b>	4:00 PM <b>September 2</b>
<b>PUBLIC VOTING PERIOD</b>	(9:00 A.M.) <b>September 3</b>	(11:59 P.M.) <b>September 7</b>
<b>GRAND PRIZE WINNER DETERMINATION/CLEARANCE PERIOD</b>	<b>September 8</b>	<b>September 9</b>
<b>GRAND PRIZE WINNER ANNOUNCED</b>	<b>September 10</b>	

*Note: All dates/times are 2014/Eastern Daylight Time*

**2. ELIGIBILITY:** This promotion is open only to individual legal residents of the 50 United States or the District of Columbia, at least 21 years of age or older on date of entry. Employees, their immediate family members (parents, spouses, siblings, children, and grandparents regardless of where they reside), and members of the same household (whether legally related or not) of Sponsor, Administrator, and their respective affiliates, subsidiaries, parent companies, and advertising and promotion agencies are not eligible to enter or to win. Parties that are under any obligation, contractual or otherwise, that would limit or impair the Sponsor’s ability to use the entry as set forth in these Official Rules, or parties that are under a merchandising or similar agreement that would restrict exploitation of any right related to the entry are also not eligible to enter or to win. By entering, entrants represent that they have read these Official Rules and agree to abide by and be bound by all terms of these Official Rules.

**3. HOW TO ENTER:** NO PURCHASE NECESSARY. During the Entry Submission Period, go to <http://shosportsmayhemart.com/> (the “Contest Site”), follow the instructions provided to complete the online entry form with your name, date of birth, street address (no P.O. Boxes), city, state, ZIP code, daytime telephone

number, and email address and submit a photograph of an original art design (completed entry form and photograph of design together, the “Entry” or “Entries”).

All Entries must also comply with the technical and creative requirements set forth in Section 4 below in order to be eligible. Sponsor and/or Administrator are not responsible for any issues or problems you encounter while trying to upload an Entry.

There is a limit of one (1) Entry per person. Entries not submitted in accordance with the instructions provided on the Contest Site and in these Official Rules are subject to disqualification, in the sole discretion of the Sponsor. For the purposes of these Official Rules, receipt of Entry occurs when the Contest Site’s servers successfully receive the uploaded photo file and record the required Entry information to the Contest Site.

#### **4. TECHNICAL AND CREATIVE REQUIREMENTS:**

- Create an original piece of artwork (e.g. Photoshop, InDesign, or other digital illustrations, sketch, drawing, sculpture, mosaic, etc.) that depicts the boxers Floyd Mayweather and Marcos Maidana together (either in name or in likeness) and submit a photograph of your artwork.
- If you plan to include a photograph of either boxer as part of your artwork, only the allowable photographic images provided in the contest gallery may be used.
- If you plan to use a logo in your artwork, only the SHOPPV, Mayweather Promotions, Golden Boy or MGM Grand logos may be used.
- Entries created using design programs such as Photoshop or InDesign should have 72 dpi resolution. *Please note: if your Entry should be chosen as the Grand Prize winner, you will be required to provide a high resolution photograph of your Entry. Instructions and specifications for final format, size, and resolution will be provided with Grand Prize winner notification, if applicable.*
- Entry file must be between 2.5MB – 6MB in size in JPEG format.

#### **5. ENTRY TERMS:** By participating in the Contest, entrant warrants that his or her Entry:

- (a) is the original work of the entrant and is owned exclusively by the entrant;
- (b) has not previously been submitted in any competition and has not won an award of any kind;
- (c) other than those of Floyd Mayweather and Marcos Maidana, does not contain any use of names, likenesses, photographs, or other identifying elements in whole or in part, of any person, living or dead, without permission (proof of which must be provided to the Sponsor upon request in a form satisfactory to Sponsor);
- (d) does not infringe or violate the rights of any third party, including but not limited to, copyrights, trademarks, logos, copyrighted material not owned by entrant, contract and licensing rights, rights of publicity or privacy, moral rights, or any other intellectual property rights;
- (e) is not subject to any third party agreements, and that Sponsor will not be required to pay or incur any sums to any person or entity as a result of its ownership, acquisition, use or exploitation of the Entry or rights therein;
- (f) was made with the understanding that any required permits from local authorities or other permissions have been obtained and is documented sufficiently such that entrant can show proof of such permission upon request from the Sponsor;
- (g) does not contain hateful content of any kind (including without limitation racism, sexism, etc.), content which promotes violence or harm to another living creature, or any other offensive, obscene, or inappropriate content, the determination of which shall remain in the sole discretion of Sponsor;
- (h) does not contain reference to any political party;
- (i) does not use any official Showtime or boxing event logo, any Showtime copyrighted material, any Showtime promotional materials or posters of any boxing events, or any images from the Showtime website other than those provided for use on the contest gallery specifically for use in this contest only (as outlined in Section 4 above); and
- (j) that entrant by the act of submitting an Entry, indemnifies Sponsor from and against any cause of action, complaints, or other claims arising out of the breach of any of the foregoing warranties.

Entries may only be submitted by individual Entrants. Group entries will not be accepted. Entrants MAY NOT submit photographs of designs created by any person other than themselves, regardless of whether or not the entrant has submitted his/her own design photo. If, in the sole discretion of the Sponsor and/or the Administrator, an entrant has breached a representation or warranty, the Entry will be subject to disqualification.

The Sponsor reserves the right to review all entries received during the Entry Submission Period and to only post Entries on the Contest Site that conform to these Official Rules, as determined by Sponsor in its sole discretion ("Eligible Entries"). Entries that do not comply with these Official Rules, as determined by Sponsor, will be subject to disqualification from the Contest and removed from the Contest Site. The Sponsor reserves the right to not post or to take down any Entry from the Contest Site at any time, for whatever reason, including subsequent determination that an Entry does not comply with these Official Rules. All Entries become the exclusive property of Sponsor.

**6. LIMITATION OF LIABILITY:** Neither Sponsor, Administrator, nor any of their respective parents, subsidiaries, affiliates and each of their respective officers, directors, shareholders, agents and employees, nor any Internet access providers (collectively "Releasees") are responsible for incorrect or inaccurate Entry of entry/vote information, human error, technical malfunction, lost/delayed data transmission, omission, interruption, deletion, defect, line failure of any telephone, computer, or other network, computer equipment, software or any combination thereof, inability to access Contest Site, or for late, lost, damaged, misdirected, incorrect or incomplete entries, or for any other problems or errors related to the Contest.

**7. JUDGING TO DETERMINE POTENTIAL FINALISTS:** During and at the end of the Entry Submission Period, all Eligible Entries will be reviewed by a panel of Sponsor-selected representatives (the "Judging Panel"). Judging Panel will then determine up to ten (10) Potential Finalists, based on the following judging criteria (the "Judging Criteria"):

- Creativity (50%)
- Quality (25%)
- Originality (25%)

In the event of a tie, the Entry with the highest score in Creativity from the criteria listed above will be deemed a Potential Finalist. Sponsor reserves the right to not award all prizes if, in its sole discretion, it does not receive a sufficient number of Eligible Entries as outlined in these Official Rules. The judges' decisions are final and binding in all matters relating to this Contest.

**8. NOTIFICATION OF POTENTIAL FINALISTS/POTENTIAL ALTERNATES:** Up to ten (10) Potential Finalists will be notified by the Administrator by email on or about August 26, 2014 and will be required to sign and properly execute: 1) an Affidavit of Eligibility and Publicity/Liability Release (where legal) and 2) an Entrant Agreement and Release (together, the "Releases") and return them via email or facsimile (and subsequently by mail) to Administrator by the date and time noted within the notification in order to remain eligible as a Potential Finalist, subject to approval of his/her releases. If any Potential Finalist (or ultimate Grand Prize winner) fails to properly execute and return all documents described herein in the time noted by the Administrator at the time of the notification, or if the Potential Finalist/Grand Prize winner declines to accept the potential prize, or if the Potential Finalist/Grand Prize winner is found not to be eligible or not in compliance with these Official Rules, the Potential Finalist/Grand Prize winner may be disqualified and the next highest scoring Entry may be declared an alternate Potential Finalist/Grand Prize winner (subject to all verification and eligibility requirements of these Official Rules) even if the disqualified Potential Finalist's/Grand Prize winner's name or Entry may have already been shown or announced online. From the group of Finalists, and following the Public Voting Period outlined in Section 9 below, one (1) Potential Grand Prize winner will be selected and notified on or about September 8, 2014 and will be required to complete and return a W9 tax form, Travel Release form for Grand Prize winner and guest of Grand Prize winner, and a high resolution format of their winning Entry to be returned by the date designated in the notification. Guest of Grand Prize winner must be 21 years of age or older (unless guest is the child of the Grand Prize winner).

If Sponsor does not receive a sufficient number of Eligible Entries during the Entry Submission Period, Sponsor reserves the right to declare and notify fewer than ten (10) Potential Finalists. In addition, Entrants acknowledge and agree that the Sponsor reserves the right to disqualify any Potential Finalist (or subsequent Grand Prize Winner) at any time, in its sole discretion, on the basis of anything contained in or learned or obtained as a result of any submitted Releases or forms requested by the Sponsor that, in its sole opinion, would constitute a breach of these Official Rules or otherwise, inclusive of any proof of permission that the Sponsor may request in its sole discretion.

**9. PUBLIC VOTING:** At the commencement of the Public Voting Period set forth in Section 1 above, the ten (10) Finalists' respective entries will be posted on Showtime's Instagram, Facebook, and Twitter sites for public voting. Visitors to the above mentioned sites will have the opportunity to critically evaluate the Finalists' Entries using the Judging Criteria (as defined in Section 7 above) to vote for their favorite Entry via social actions as follows: For Facebook, by Likes on an Entry; For Instagram, by Likes (Hearts) on an Entry; and For Twitter, by Retweets or Favorites on an Entry. No person may vote by proxy for any other person. Neither a Finalist nor anyone acting on any Finalist's behalf may offer consideration, services, or anything of value in an attempt to further that Finalist's position in the Contest. The use of any automated launching or entry software or any other mechanical or electronic means that permits voters to vote repeatedly is prohibited and all votes cast by such automated means will be disqualified. Finalists may be asked by Sponsor and/or Administrator to provide an explanation of how they promoted their Entry to accumulate votes.

At the end of the Public Voting Period, the number of valid votes through social actions received for each Finalist's Entry will be counted. After the voting results are determined, the Judging Panel and Sponsor will designate the Grand Prize Winner in its sole discretion.

For clarity, Judging Panel and Sponsor have no obligation to use the voting results to determine the Grand Prize Winner, but may, in their sole discretion, elect to use those voting results in making their determination. In the event of a tie, all tied Entries will be re-judged by an additional judge selected by the Judging Panel who will break the tie based on which Entry best embodied the spirit of the Contest.

Designation as the Potential Grand Prize Winner is subject to Entrant's proof of compliance with these Official Rules, maintaining compliance with these Official Rules and approval by the Sponsor. The decisions of the Sponsor are final and binding in all matters relating to this Contest, including interpretation and application of these Official Rules.

**10. PRIZES: One (1) Grand Prize:** A trip for two (2) to Las Vegas, NV (as described below) and two (2) tickets to the Mayhem: Mayweather vs. Maidana 2 boxing event at the MGM Grand Garden Arena on Saturday, 9/13/14; Additionally, the Grand Prize winner *may* (all at Sponsor's discretion and subject to change) have his/her artwork and/or name featured on the MGM Grand's social media sites, featured on a poster and/or in an MC announcement at fighter arrivals and/or fighter workouts, and featured on video screens in the MGM Grand Garden Arena during Weigh-In. Total Approximate Retail Value ("ARV") of all prizes: \$2,500. Grand Prize trip package includes the following: round-trip coach air transportation for Grand Prize winner and one (1) guest to the airport closest to Las Vegas, NV from a single major U.S. gateway airport nearest to Grand Prize winner's home (as determined by Sponsor) and a 2-night hotel stay at The MGM Grand Hotel and Casino (Friday, September 12<sup>th</sup> and Saturday, September 13<sup>th</sup>); Grand Prize winner and his/her guest will be responsible for any transportation fees and expenses incurred between residence and selected departure/arrival airport and between airport and selected hotel. Actual value of Grand Prize trip may vary based on Grand Prize winner's point of departure and arrival, dates of travel, and air fares at time of booking. All taxes and other expenses relating to acceptance of Grand Prize (including, but not limited to, government/airport taxes, fuel surcharges, ground transportation, food and beverages, gratuities, in-room charges, telephone calls, and incidentals) are responsibility of Grand Prize winner and guest. Travel subject to availability and confirmation of reservations and hotel selection is at discretion of Sponsor. Travel arrangements must be made through Sponsor's agent on a carrier of Sponsor's choice. Grand Prize winner and guest must travel on the same itinerary and provide travel documents suitable for travel (e.g. acceptable photo ID, passport, visa, etc.) and will be required to provide a valid ID at time of travel. Prize conditions may be added or modified by Sponsor, in its sole discretion.

Releasees are not responsible for any changes of any element of Grand Prize travel and Releasees are not liable for any expenses incurred as a consequence of flight cancellation or flight delays. Travel is subject to capacity controls, availability, blackout dates, and certain other restrictions, all of which are subject to change. If Grand Prize winner resides within a 100 mile radius of selected event location, ground transportation may be provided for Grand Prize winner and travel companion in lieu of air transportation (at Sponsor's discretion) and no compensation or substitution will be provided for difference in prize value. Any unclaimed and/or unused Grand Prize elements will remain the property of Sponsor or its designees. Prize is non-transferable and has no cash value. No prize substitutions or cash redemptions allowed. Sponsor reserves the right, in its sole discretion, to substitute prize of comparable value if advertised prize becomes unavailable. In the event that the selected event, any winning Entry display, feature, and/or announcement is unable to take place as planned, for reasons including, but not limited to scheduling conflicts, cancellations, postponement, an event of force majeure, or for any other reason, then the remaining components of the Grand Prize shall constitute full satisfaction of Sponsor's prize obligation to the Grand Prize winner, and no other or additional compensation will be awarded. Prize may not be sold, bartered or exchanged by winner. By accepting prize, winner acknowledges compliance with these Official Rules. Travel dates are determined and subject to change by the Sponsor. Grand Prize winner will be notified of actual travel schedule. The trip may not be combined with any other offer and travel may not qualify for frequent flyer miles. The Sponsor and/or any other relevant party reserve the right to remove or deny entry to the Grand Prize winner and/or guest of Grand Prize winner who engages in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person at any event or at any prize-related venue. All details of prize not specified herein shall be determined solely by Sponsor.

**11. OWNERSHIP OF ENTRY:** By entering this Contest, and to the extent allowed by law, entrants (i) agree, that all entries submitted (whether acceptable or not, regardless of the form they take, and including, without limitation, any and all copyrights, trademarks, contract and licensing rights, moral rights or "droit moral," and other intellectual property and proprietary rights in entries) are irrevocably transferred to, assigned to, and conveyed to Sponsor and will be owned exclusively by Sponsor which may license all such rights to others (collectively "Licensees"), (ii) grant Sponsor and Licensees the absolute right and permission to edit, modify, publish, exploit and use the content of and elements embodied in the Entries and the Entries themselves in perpetuity in any and all media including but not limited to digital and electronic media, computer, print, audio and audiovisual media (whether now existing or hereafter devised), in any language, throughout the world, and in any manner, for trade, advertising, promotional, commercial, or any other purposes without further approval or consideration, (iii) shall execute and deliver documents, at Sponsor's expense, requested by Sponsor or as may be necessary to vest in Sponsor the rights and waivers provided herein, (iv) agree that email may satisfy any writing requirement that may apply to the assignment, conveyance, transfer, license, or waiver of any of the aforementioned rights, (v) waive and release Sponsor from any and all claims that entrants may now or hereafter have in any jurisdiction based on "moral rights" or "droit moral" or unfair competition with respect to Sponsor's exploitation of Entries without further compensation to entrants of any kind, (vi) agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against Sponsor or Licensees, or any other person, on the grounds that any use of any Entry, or any derivative works, infringe or violate any of entrants' rights therein, and (vii) agree that no Entries will be returned to entrants. Entrants also agree that Sponsor and Licensees shall have the right and permission to use the name, photograph, testimonial or other likeness and/or prize information or personal exposition (and/or any edited portion thereof) for promotional, advertising and/or publicity purposes in any media, now or hereafter known throughout the world in perpetuity, without compensation or notice to, or further consent of, to the Finalists or to the Grand Prize winner to the extent permitted by law. Entrants also agree that Sponsor may have access to, may have created, or may in the future create designs, ideas and concepts that may have familiarities or similarities to his/her Entry, and that he/she will not be entitled to any compensation or right to negotiate with the Sponsor because of these familiarities or similarities. Any Entry information collected from the Contest shall be used only in a manner consistent with the consent given by entrants at the time of Entry, with these Official Rules, and with Sponsor's Online Privacy Policy which can be found at <http://www.sho.com/site/privacy.do>

**12. ADDITIONAL TERMS:** Sponsor will not enter into any correspondence, including email, with non-winning entrants. Sponsor and/or Administrator reserve the right, in their sole discretion to disqualify any individual found tampering with the entry process or entry materials.

ALL ENTRANTS ACCEPT THE CONDITIONS STATED IN THESE OFFICIAL RULES, AGREE TO BE BOUND BY THE DECISIONS OF THE JUDGES, WARRANT THAT THEY ARE ELIGIBLE TO PARTICIPATE IN THIS CONTEST AND RELEASE RELEASEES, FACEBOOK, INSTAGRAM, AND TWITTER FROM AND AGAINST ALL CLAIMS AND DAMAGES ARISING IN CONNECTION WITH THEIR PARTICIPATION AND/OR ENTRY IN THE CONTEST AND/OR AWARDING OR USE OF ANY PRIZE AWARDED IN THIS CONTEST. ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE SHOWTIME NETWORKS INC. AND THEIR DESIGNEES RESERVE THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. The use of any automated launching or entry software or any other mechanical or electronic means that permits the participant to automatically enter or vote repeatedly is prohibited. In the event of a dispute as to who submitted an online Entry, the Entry will be deemed submitted by the authorized account holder of the email address submitted at the time of entry. "Authorized account holder" is defined as the person assigned to an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the email address in question.

This Contest is governed by U.S. law and is subject to all applicable federal, state and local laws. Any and all legal actions or claims arising in connection with this Contest must be brought in a court of competent jurisdiction within the U.S. If, in the judges' 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, the judges reserve the right to void suspect entries/votes and/or terminate the Contest and award the prizes from among all eligible entries received as of the termination date. Should the Contest be terminated prior to the stated expiration date, the Sponsor will endeavor to post notice of termination at [sho.com](http://sho.com).

**13. WHO WON?** Finalists will be announced on or about September 3, 2014 and Grand Prize Winner will be announced on or about September 10, 2014. Finalists and Grand Prize Winner will be posted respectively on the Contest Site (<http://shosportsmayhemart.com/>) and on Showtime's Instagram, Facebook, and Twitter sites.

**14. SPONSOR/ADMINISTRATOR:** Sponsor: Showtime Networks Inc., 1633 Broadway, NY, NY 10019. Administrator: Marden-Kane, Inc., 1055 Franklin Avenue, Suite 300, Garden City, NY 11530.