

Exhibit A

TERMS AND CONDITIONS FOR MTV BREAKS IOMTV INITIATIVE

1. In association with MTV Breaks, MALTA TOURISM AUTHORITY ("**Media Partner**") Building SCM01, Suites 301-306, SmartCity Malta, Ricasoli, SCM 1001, Kalkara, Malta ("**MTA**") is offering the following opportunity in connection with the ISLE OF MTV MALTA 2023 festival (the "**Initiative**"):
 - (a) the experience of being part of Viacom International Media Networks UK Limited's ("**MTV**") social media team, helping to create materials for Isle of MTV 2023 (the "**Social Media Correspondent Experience**"), hereinafter referred to as the '**Experience**'.
2. The Initiative is subject to and governed by these terms and conditions (the "**Terms**"). By making a submission in accordance with Term 3, each entrant agrees that they have read and understood these Terms and affirmatively agrees to be bound by them.
3. To be considered for the Social Media Correspondent Experience, entrants should create a video showing us their Top 5 secret Malta must-see locations in 60 seconds and email the video to competitions.mta@visitmalta.com for their chance to experience the Isle of MTV Malta festival as MTV's on the ground Social Media reporter in the lead up to and during the Event. Working alongside the Isle of MTV Malta Digital team, the chosen winner will be mentored by industry experts and experience what it's like to cover Europe's biggest free music festival for a global publisher. With behind-the-scenes access, this exclusive placement will give the chosen entrant a unique insight into the production of a live music event.

This competition opens for entries on 4th July 2023. The closing time for entries is 00:00 on 12th July 2023 (Malta Time) (subject to any extension that may be decided by MTA in its sole discretion in accordance with Term 16).
4. The MTA judging panel shall shortlist up to five (5) entrants in relation to the Experience. Such shortlisted entrants will be asked to provide (and provide appropriate documents evidencing) their name, age, address (including postcode), telephone contact number, e-mail address, passport number and confirm their country of residence.
5. This Initiative is open to residents of Malta only.
6. To be eligible to participate in the Initiative, entrants must fulfil each of the following criteria:
 - (a) Be aged between eighteen (18) and twenty six (26) years of age at the time of entry;
 - (b) be a resident of Malta with a Valid Maltese ID Card Number or Residency Card/Permit;
 - (c) have obtained parental consent where relevant;
 - (d) be available from 15th July 2023 to 18th July 2023 to participate in the Experience on the ground in Floriana and Valletta;
 - (e) not be or have previously been employed or otherwise work or previously have worked in a professional capacity as a social media producer or blogger or otherwise in digital or social media; and
 - (f) not be an employee or immediate relative of an employee of MTV, Viacom International Inc., MTA/VisitMalta (both in Malta and Internationally) and/or their respective parents, subsidiaries or affiliated companies or any other person professionally connected with this Initiative.

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As all personnel involved in the Experience will primarily be speaking English, MTA recommends that entrants have a reasonable understanding of English and are comfortable conversing in English.

7. A panel of judges from MTV (which shall include no less than one (1) independent member) shall review eligible entries received prior to the closing time and select one (1) successful entrant for the Experience (an **"MTV Breaker"**). The MTV Breaker will be, in respect of the Experience, the entrant who, in the judging panel's opinion, submitted the most original and creative Entry Content and who the judging panel considers to be most suitable for the Experience in all the circumstances. The successful entrant will be notified of such on the 13th July 2023 by MTA. **"Entry Content"** shall mean any and all content submitted by the entrants of the Initiative.
8. The Initiative is free to enter. However, internet costs in submitting Entry Content may vary so entrants should check with their service provider for current charges and seek the permission of the person paying the bill before entering.
9. One (1) entry for the Experience per person. Multiple entries for the Experience by the same entrant (including where such entrant uses multiple email addresses) may not be considered and the entrant may be disqualified.
10. MTA reserves the right to contact any and/or all entrants by email throughout the term of the Initiative in relation to these Terms and the Experiences and entrants are advised to regularly check for emails.
11. As part of the Experience, each MTV Breaker will receive:
 - (a) two (2) x VIP Malta Music Week Packages for the winner and one (1) guest;
 - (b) the experience of being part of a MTV social media team, helping to create materials for the Event, for a maximum of five (5) days (the **"Social Media Correspondent Experience"**), hereinafter referred to as the 'Experience';
 - (c) mentoring style support and guidance from MTV Breaks industry experts, in line with the MTV Breaks brand values. Such mentoring may occur via a combination of virtual and in person interactions as directed by MTV;
 - (d) on-the-ground chaperone for the winner of the Competition;
 - (e) certain VIP and backstage passes or access as directed by MTV in its sole discretion (e.g. talent sections may be restricted);
 - (f) financial remuneration of eighty Euro (€80.00) per day;
 - (g) accommodation at the official Isle of MTV Residence 'Bora Bora' for the duration of the Experience comprising of one (1) room only with double occupancy (which the parties each agree and acknowledge the event organiser (G7) shall be responsible for arranging and providing at its sole cost and expense); and
 - (h) transportation between the official MTV Residence and the Event for MTV required tasks in respect of the Experience period only (which the parties each agree and acknowledge MTV shall be responsible for arranging and providing at its sole cost and expense),

to be used as the prize (or part of the prize) for the Competition. For the avoidance of doubt, the winner and their guest will be responsible for their own travel insurance and spending money.

12. Each MTV Breaker is solely responsible for (at the MTV Breaker's cost and expense):

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- (a) ensuring he or she is fully able to participate in the Experience across all the days;
 - (b) arranging and paying for all travel arrangements to and from the relevant departure points (excluding those which are covered above at Term 11). For the avoidance of doubt, the MTV Breaker and their guest will be responsible for their own transportation to and from any airport (if applicable); and
 - (c) any other costs and expenses (including, without limitation, spending money) other than those expressly identified in Term 11.
13. **EACH ENTRANT MUST BE AVAILABLE from 15th JULY 2023 TO 18TH JULY 2023. NO ALTERNATIVE DATES WILL BE AVAILABLE.**
14. If prospective MTV Breaker fails to contact MTA as requested or fails to provide the information referred to in Term 4 within twenty-four (24) hours, MTA reserves the right to disqualify the prospective MTV Breaker and immediately select an alternative MTV Breaker to shortlist who will be selected applying the same criteria as used to select the original prospective MTV Breaker.
15. MTA reserves the right to disqualify an MTV Breaker and select an alternative MTV Breaker in the event that MTA has reasonable grounds for believing that an MTV Breaker has contravened any of these Terms.
16. MTA reserves the right to terminate the Initiative (or any part thereof) and cancel the Experience or any of it in the event that, in MTA's opinion, there are insufficient entries for MTA to be able to select an MTV Breaker for any or the Experience or, in MTA's opinion, improper conduct by an entrant (or any number of them) has rendered the Initiative unfair to all entrants. MTA's decision is final with respect to any aspect of the Initiative, including the determination of the MTV Breakers. No correspondence will be entered into. MTA also reserves the right in its sole discretion to extend the timeframe for entries for the Initiative in the event that, in MTA's opinion, there are insufficient entries for MTA to be able to select an MTV Breaker.
17. By submitting the Entry Content, all entrants hereby grant to MTA and MTV and their respective parents, subsidiaries and affiliates a perpetual, irrevocable, worldwide, royalty-free, unlimited, non-exclusive licence to (and authorise others to) edit, copy, modify, transmit, adapt, collate, publish, broadcast, display, reproduce, delete and otherwise use in any and all media (whether now known or hereafter invented):
- (a) all Entry Content; and
 - (b) any information or other material (including without limitation, the entrant's name, entry, photograph, likeness, biographical information, or email address, voice, text, images, designs, audio and/or video clips) submitted in entering or any statement made by them concerning the Initiative ("**Submissions**") by any means and in any and all media as they, in their discretion, see fit,
- and entrants hereby warrant and undertake that they have all rights necessary to grant such rights as set out in this Term 17. For the avoidance of doubt (but without limitation) the MTV Breaker's name, location, and Entry Content and a selection of Entry Content from other entrants may be broadcast on-air and/or posted across MTA's and MTV's or their affiliates' social media platforms (but MTA and MTV shall not be under any obligation to do so).
18. Each MTV Breaker acknowledges and agrees that all materials (including, but not limited to, photographs, images, stills, films, recordings, text, reports, data, designs, documents, graphics, artwork, scripts and mood boards) created by them as part of or in connection with the Experience

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and all other physical materials created by them in connection with such materials (together, “**Experience Materials**”) and all rights subsisting therein shall be solely owned by MTA. Each MTV Breaker hereby irrevocably and unconditionally assigns to MTA with full title guarantee (including by way of present assignment of present and future rights) all right and title in and to the Experience Materials throughout the world. MTV Breakers shall not use, sell, licence, publish or otherwise exploit any Experience Materials (including, without limitation, by posting any Experience Materials on social media platforms) without the prior written consent of MTA.

19. Each MTV Breaker hereby grants MTA and MTV the exclusive right to film, tape, sound record and photograph them at, and in connection with, the Initiative and the Experience (and/or any related publicity event or promotional activity) and MTV shall own all rights and title in and to all such films, tapes, recordings and photographs. In connection therewith, MTV shall have the right to use and authorise others to use the MTV Breaker's name, likeness and any biographical facts which may have been provided by the MTV Breaker to MTV worldwide in any and all media (whether now known or hereafter invented).
20. Entrants acknowledge and agree that they may be required to participate in publicity without further consent or payment if they are selected for the Experience.
21. Insofar as possible under applicable law, each entrant hereby irrevocably and unconditionally waives in favour of MTA, MTA's affiliates and their licensees, assigns and successors in title, all moral rights and any rights of a similar nature in any (a) Entry Content and Submissions; (b) Experience Materials and (c) any materials created in connection with activities referred to in Terms 19 and 20 above to which such entrant is, or may at any time in the future be, entitled.
22. Each entrant hereby confirms and shall ensure that the Entry Content, Submissions and Experience Materials (as such terms are applicable to the entrant and MTV Breaker):
 - a) is not defamatory;
 - b) is not sexually explicit or suggestive, contains nudity or any dangerous activity or is profane, pornographic or violent;
 - c) is not, expressly or impliedly, derogatory of any ethnic, racial, gender, religious, professional or age group or endorses any form of hate or hate group;
 - d) does not promote any particular political agenda or message;
 - e) does not contain any symbols, clothing or other messages associated with any gang;
 - f) has full rights' clearance. This includes images, music, and all media worldwide and in perpetuity;
 - g) does not contain any third party logos or brand names;
 - h) has not been copied from and does not infringe or breach the rights (including, but not limited to, any intellectual property rights including any copyright or design rights) of any third party;
 - i) does not reveal any personal information including, but not limited to, personal names, email addresses, street addresses or license plate numbers;
 - j) does not show any identifiable individual unless such individual has expressly consented to featuring in such Entry Content, Submissions and Experience Materials (and for such content and materials to be used in connection with MTV Breaks);
 - k) does not contain any website links;
 - l) is not otherwise offensive or illegal in any way or depicts or simulates any activity that is offensive or illegal.
23. **Each entrant hereby confirms and promises that it shall immediately, at MTA's request, remove such Entry Content as MTA directs and/or any link thereto from any social media**

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platform or website on which the Entry Content has been available by or on behalf of the entrant in connection with the Initiative.

24. Prior to being awarded the Experience, MTA may require the MTV Breaker (along with a parent or legal guardian where required by law) to sign any documents relating to any Entry Content, Submissions, the Experience, Experience Materials (including without limitation a contributor release form provided by MTV) and/or acknowledgment of acceptance of all the Terms and the MTV Breaker acknowledges and agrees that participation in the Experience is conditional upon such signature.
25. Decisions as to whether Entry Content, Submissions and Experience Matters breaches or infringes these Terms in any way shall be made at the sole discretion of MTA. Entry Content that does not comply in all material respects with the Terms may not be considered.
26. MTA can accept no responsibility for entries lost, delayed, misdirected or undelivered. Incomplete entries will not be considered. MTA shall not be responsible for technical errors in telecommunications networks, Internet access or otherwise preventing submission of an entry.
27. The Experience is as stated and non-transferable. No cash alternatives will be offered. If due to circumstances beyond MTA's reasonable control, MTA is unable to provide any Experience, MTA reserves the right to award a substitute Experience.
28. All entrants acknowledge and agree that participating in the Experience is not intended to create any relationship of employment between MTA (or MTV) and any entrant, and the entrant is under no obligation to complete the Experience.
29. Neither MTA nor MTV shall be liable for any loss or damage howsoever caused (whether in contract, tort or statutory duty or otherwise) arising out of or in connection with the Initiative and/or the Experience other than death or personal injury caused by negligence of MTA or MTV and/or their personnel and/or deceit or fraud by MTA or MTV and/or their personnel.
30. Neither MTA nor MTV shall not be liable for any delay in performing or partial or total failure to perform any of its obligations to any MTV Breaker under these Terms if such delay or failure is caused by circumstances beyond MTA's reasonable control including without limitation delays (to postal services or otherwise), changes, disruptions, cancellations, diversions or substitutions howsoever caused including, without limitation, as a result of war, terrorist action or threatened terrorist action, strikes, hostilities, civil commotions, legal or regulatory changes, accidents, fire, flood or natural catastrophes or arising, without limitation, out of or in connection with (i) the activities or third party event organisers or third parties providing any element of the Experience; (ii) any form of transportation (including but not limited to flights, trains, coaches, buses, ferries, taxis or cars); and/or (iii) by third parties providing accommodation included in the Experience. For the avoidance of doubt, the affected entrant shall be solely liable for any additional costs incurred as a result.
31. Each provision excluding or limiting liability is to be construed separately and will apply and survive even if for any reason any of the other provisions are held to be inapplicable or unenforceable in any circumstances. Each of the provisions excluding or limiting liability will remain in force notwithstanding any termination of these Terms.
32. The name of the MTV Breaker for the Experience will be announced by MTA and/or MTV on their websites and/or social media platforms.

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33. Any personal information, including without limitation, the entrant's name, age, address, telephone number, email address and/or nationality will be used solely in connection with the Initiative and for any purpose for which the entrant specifically opts in and will not be disclosed to any third party who is not part of the MTA except for: (a) purposes connected to fulfilling the Experience where applicable including disclosure to MTV; and (b) for any purpose for which the entrant specifically opts in. Any personal information held by MTA in respect of the Initiative will be held on record for a reasonable period to fulfil the purpose for which such personal information was collected such personal information may be stored in countries outside of the European Union (including, without limitation, the USA). Any personal information provided to MTA by an entrant will be dealt with in accordance with MTA's privacy policy accessible at <https://www.mta.com.mt/en/privacy-policy>. If an entrant gives MTA permission to pass on their personal information to a third party (for example, to MTV under this Term 33) then this shall no longer be the responsibility of MTA and shall be subject to the privacy policy of that third party.
34. Only entries from individuals are accepted. Any entries that MTA believes have: (a) been made via participation in a syndicate; or (b) via any form of machine assisted intervention enabling computer generated multiple entries, will be disqualified. MTA reserves the right to discount multiple entries for the Experience from the same IP address.
35. NO PURCHASE OF GOODS AND/OR SERVICES WHATSOEVER IS NEEDED BY ENTRANTS IN ORDER TO PARTICIPATE IN THE INITIATIVE.
36. These Terms may be amended or varied at any time by MTA on written notice via MTA's website and social media channels.
37. No waiver of any rights by MTA or any entrant will be taken as a waiver of any other rights it may have. For example, if MTA waives its right to complain about a particular breach of these Terms by an entrant, it does not prevent MTA from complaining about other breaches.
38. Nothing in these Terms shall restrict MTA from doing anything necessary to ensure that MTA complies with its legal or regulatory obligations, and MTA may cancel or amend the Initiative (in whole or any part thereof) if to not do so would put MTA in breach of applicable law or, in MTA's reasonable opinion, impair the reputation of MTA or MTV or any of their affiliated companies.
39. These Terms shall be governed by and construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.
40. Any queries regarding the Initiative should be addressed to:

Malta Tourism Authority
pr@visitmalta.com

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