

# SiriusXM's Pearl Jam Radio Dark Matter Tour – Leg 2 Ticket Giveaway

## OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**MUST BE AT LEAST 18 YEARS OF AGE & A CURRENT SIRIUSXM SUBSCRIBER WITH AN ACTIVE TRIAL OR PAID SUBSCRIPTION PLAN ON OR PRIOR TO AUGUST 26 2024.**

**U.S. LAW GOVERNS. VOID WHERE PROHIBITED BY LAW.**

**PRIZE CONSISTS OF TICKETS ONLY. NO TRANSPORTATION WILL BE PROVIDED.**

**PROMOTION PERIOD.** The SiriusXM Pearl Jam Radio 'Dark Matter Tour LEG 2 Ticket Giveaway' ("**Promotion**") begins at 12:00 PM Eastern Time ("ET") on August 27, 2024 and ends at 1 PM ET on September 2, 2024 (the "**Promotion Period**").

### **HOW TO ENTER.**

**Listen to SiriusXM's Pearl Jam Radio (channel 22, the "Show") and Call In:** One pair of tickets will be given away twice a day pursuant to the schedule below after a track from Dark Matter plays on the Show. Listen for the on-air announcements and number to call for a chance to win tickets to see Pearl Jam's Dark Matter Tour. The criteria for winning will be announced in the on-air solicitation (e.g. be the twenty-second caller) and the particular concert tickets that are being awarded at that time (e.g. Chicago show on August 29<sup>th</sup>). Entrants must call the telephone number designated on-air at the appropriate time. Calls to any other number are not eligible entries.

<b>Giveaway Date/Time</b>	<b>Concert Location</b>	<b>Concert Date</b>
8/27 between 12 -1 PM ET	Chicago, IL	August 29 <sup>th</sup> , 2024
8/27 between 5 - 6 PM ET	Chicago, IL	August 31 <sup>st</sup> , 2024
8/28 between 12 -1 PM ET	New York, NY	September 3 <sup>rd</sup> , 2024
8/28 Between 5 - 6 PM ET	New York, NY	September 4 <sup>th</sup> , 2024
8/29 between 12 -1 PM ET	Philadelphia, PA	September 7 <sup>th</sup> , 2024
8/29 between 5 - 6 PM ET	Philadelphia, PA	September 9 <sup>th</sup> , 2024
8/30 between 12 -1 PM ET	Baltimore, MD	September 12 <sup>th</sup> , 2024
8/30 between 5 - 6 PM ET	Boston, MA	September 15 <sup>th</sup> , 2024
9/2 between 12 -1 PM ET	Boston, MA	September 17 <sup>th</sup> , 2024

**ELIGIBILITY.** This Promotion is open only to individuals who meet ALL of the following qualifications: (i) is a legal resident of the United States, the District of Columbia, or Puerto Rico; (ii) is at least 18 years of age at time of entry, and (iii) is a current SiriusXM subscriber on a SiriusXM trial or paid subscription plan activated on or prior to August 26, 2024 (each an "**Entrant**"). This Promotion is intended for participation in the aforementioned areas only. Sponsor and its agents reserve the right to verify eligibility qualifications of any entrant or winner.

Employees of Sponsor and its respective subsidiaries, affiliates, advertising and promotion agencies, show hosts, retailers or distributors, and members of their immediate family (e.g., spouses, domestic partners, parents, children, siblings) are not eligible to enter or win.

**CONDITIONS OF ENTRY**

By participating in the Promotion, Entrants agree: (i) to be bound by these Official Rules, including all eligibility requirements, (ii) to be bound by the decisions of Sponsor, which are final and binding in all matters, and (iii) that if determined the prize winner and have won any prize valued at over \$600 from Sponsor within the last sixty (60) days prior to the start date of the Promotion you will forfeit winner status to the next eligible Entrant (if feasible) or Sponsor reserves the right to re-conduct the call-in announcement at a later time or cancel that winning opportunity and not award the associated prize .

Sponsor is not responsible for inability of caller to complete call within specified time, whether due to busy lines, disconnections, telephone malfunctions or other circumstances. Sponsor is also not responsible for any time delay that may exist between Sponsor’s satellite feed and internet streaming signals. Any effort by an Entrant to misrepresent himself or herself using aliases or multiple phone numbers will disqualify all entries of such individual and any person/alias assisting such person and any prizes won will be forfeited. Sponsor and its agents reserve the right to verify eligibility qualifications of any Entrant or winner. Failure to comply with these Official Rules as determined in the sole discretion of the Sponsor may result in disqualification from the Promotion. This Promotion is subject to all applicable U.S. federal, state, and local laws and regulations.

**SPECIAL PUBLICITY NOTICE.** If you are selected as a potential winner, you grant to Sponsor and its designees your express permission (except where prohibited by law) to use your name, identity, description of prize won, hometown and likeness, if applicable, for promotional purposes, in any media now known or hereafter developed, including on the radio, and including for “live notification” of potential winner status purposes, without further compensation. Even though you consent to all the above, Sponsor has no obligation to do any of it. See more details at “WINNER / SELECTION / AGREEMENTS” below.

**PRIZES (8 PAIRS OF TICKETS).** Each winner will be awarded two tickets (winner and one guest) to the concert for which they were deemed a winner based on the criteria in the announcement (e.g. caller number 22). Prizes consist of tickets only. **NO TRANSPORTATION OR LODGING WILL BE PROVIDED.** All concert event dates and locations are referred to as “**Events**” or each individually an “**Event.**”

The approximate retail value (“**ARV**”) of each prize is \$100.

**PRIZE CONDITIONS.** LIMIT ONE (1) PRIZE PER PERSON. Prizes are non-transferable. All expenses not specifically mentioned herein, including without limitation, transportation, parking, lodging, and personal expenses such as meals, photos, souvenirs, are the responsibility of the winners and their guests. Date and location of any Event is subject to change and not the responsibility of Sponsor. If any Event is cancelled for any reason, Sponsor’s only obligation is to award, or not award, the other elements of the prize (if any), in its sole discretion. Event tickets are subject to certain terms and conditions as specified by the ticket issuer. Winners agree that the tickets are awarded pursuant to a revocable, nontransferable license that is personal to the winner and may not be sold, resold, auctioned, bartered, assigned, exchanged, placed in commerce, transferred, given away, donated, or otherwise conveyed. Winners and guests must comply with all venue and Event rules and regulations, including execution of all required releases (if applicable). Winners and guests may be required to show identification upon or prior to receiving tickets or entry into the Event. Failure to do so may result in forfeiture of such portion(s) of the Prize. Winners are

responsible for their guest. Guests must be at least 18 years old at time of the Event, unless otherwise approved by Sponsor and any minors must be accompanied by a parent or legal guardian. If a winner is unable to attend the Event, the selected winner will forfeit the prize and another winner will be selected, if feasible. No prize substitution, cash substitution, assignment, or transfer of prizes is permitted, except by Sponsor who may substitute a prize of equal or greater value if any portion of the advertised prize becomes unavailable. In no event shall more than the number of stated prizes be awarded. All prizes are intended to be awarded. In the event that Sponsor receives less than the requested number of Entrants for any particular date within a reasonable period of time after the solicitation (as determined by Sponsor), Sponsor reserves the right to re-conduct that solicitation at a later time or cancel that winning opportunity and not award the associated prize. Any un-used elements of any prize by winner will be forfeited, will not be redeemable for cash, and may not reduce the prize value awarded for tax purposes. All federal, state, local, and other taxes, costs, and expenses relating to the use, acceptance, or possession of any prize are the sole responsibility of the winners. If applicable, winners will receive an IRS Form 1099 for the actual value of the prize awarded.

**ODDS.** Odds of winning depend upon the number of valid and eligible calls received.

**WINNER / SELECTION / AGREEMENTS.** Winners will be selected based on the criteria set forth in the on-air announcement under the supervision of Sponsor whose decisions are final and binding in all respects. Each potential winner will be asked several questions regarding their eligibility, and if Sponsor determines that a potential winner is not eligible, Sponsor will select an alternate winner based on the next qualifying caller. Sponsor will collect the contact information from each potential winner to perform final verification of Subscriber status and to complete the prize award process. Winners may be required to sign and return to Sponsor a Declaration of Eligibility & Liability Release and Publicity Release (except where prohibited) (together the "**Declaration**") and/or IRS Form W-9 (if required by IRS regulations), prior to and as a condition of acceptance of prize within the time specified or prize will be forfeited and an alternate winner selected, if feasible. Each winner's guest may also be required to sign and return a liability and publicity release prior to the Event. Prize will only be awarded after receipt and verification of completed prize documentation. If Declaration materials are undeliverable, or if a potential winner does not respond or return the documents within the time specified or if the potential winner cannot be contacted for any reason, including an invalid telephone number or email address, or in the event of non-compliance with these Official Rules, the prize will be forfeited, and an alternate winner will be selected pursuant to either another on-air solicitation or other entry mechanism announced (if time permits).

Except where prohibited, acceptance of prize constitutes winner's consent, and winners and guests will be required to sign a release, to allow Sponsor and its promotional agents to use winner's and winner's guest's name, likeness, photo, video footage, and/or biographical data for advertising and promotional purposes, without additional compensation, in perpetuity, in all media, now known or hereafter developed.

**SPECIAL NOTICE REGARDING TRAVEL AND EVENT ATTENDANCE:** WINNERS AND GUESTS ARE RESPONSIBLE FOR STAYING INFORMED OF AND ABIDING BY ALL LOCAL LAWS AND TRAVEL AND EVENT VENUE RULES AND POLICIES. SPONSOR AND EVENT PERSONNEL AND STAFF AND THEIR RESPECTIVE AGENTS, EACH RESERVE THE RIGHT, IN THEIR SOLE DISCRETION, TO REMOVE OR TO REVOKE ACCESS TO THE EVENT, TO ANY WINNER AND/OR ANY GUEST WHO DOES NOT COMPLY WITH ANY OF THE AFOREMENTIONED RULES, IS INTOXICATED, PRESENTS A SAFETY RISK, ENGAGES IN DISRUPTIVE BEHAVIOR, OR ACTS WITH THE INTENT TO ANNOY, ABUSE, THREATEN, OR HARASS ANY OTHER PERSON.

**PRIVACY NOTICE / MARKETING.** By entering this Promotion, any personal information Entrants submit will be disclosed to the Sponsor and will be used in accordance with our privacy policy available at [www.siriusxm.com/privacy](http://www.siriusxm.com/privacy).

**GENERAL CAUTION / RELEASE.** Sponsor reserves the right to permanently disqualify any person it believes has violated these Official Rules. If, in Sponsor's opinion, there is any suspected or actual evidence of tampering with any portion of this Promotion, or if technical difficulties or technical corruption (including system malfunction) compromise the integrity of the Promotion, or any attempt to conceal the true identity of an Entrant or guest, or suspected violation of the entry process, Sponsor reserves the right to terminate the Promotion and select winners from among all eligible entries received prior to termination, if feasible or offer entry through another mechanism. Should the Promotion be terminated prior to the stated expiration date, notice will be posted at [www.siriusxm.com](http://www.siriusxm.com). Any attempt to deliberately damage the operation of this promotion is unlawful and subject to legal action by the Sponsor and its agents. You agree, on your own behalf, and on behalf of your heirs, executors, administrators, legal representatives, successors and assigns (collectively the "**Releasing Parties**") to hereby release, defend, indemnify, and hold harmless the Sponsor, Pearl Jam LLC., the Artist, Artist's management and tour promoter, the Event venues and those working on their respective behalf, and all other entities involved in this Promotion, as well as each of their respective employees, officers, directors, agents and representatives, successors and assigns (collectively the "**Released Parties**"), from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, covenants, contracts, controversies, agreements, promises, trespasses, lost profits, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, including for injury and death, judgments, extent, executions, claims and demands whatsoever, in law, admiralty or equity, whether known or unknown, foreseen or unforeseen, against Released Parties which any one or more of the Releasing Parties ever had, now have or hereafter can, shall or may have, whether known or unknown, asserted or non-asserted, which may in any way arise out of or relate to your participation in this Promotion or the awarding, acceptance, use, or misuse of a prize, including travelling to and attendance at the Event.

**DISCLAIMER OF LIABILITY.** The Released Parties shall not be responsible for (i) any typographical or other error in the publishing or printing of the offer, administration of the Promotion or in the announcement of any prize; (ii) lost, late, misdirected, damaged, illegible or incomplete entries, or postage due mail; (iii) inability of a participant to complete or continue a telephone call due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond Company's control or otherwise; (iv) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, mobile device, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet, phone lines or at any web site or any combination thereof; (v) any injury or damage to entrant's or any other person's computer or mobile device related to or resulting from participating in the Promotion; (v) time delays between satellite signal and internet signal impacting when a listener hears the over-the-air announcement or (v) the failure of any third party to comply with the instructions and proper administration of this Promotion.

You agree that the Released Parties shall not be liable for any injury, including illness, death, loss, or damage of any kind caused or claimed to be caused, by participation in this Promotion, or from the acceptance, use, or redemption of any prize, including traveling to and attendance at the Event.

**FORCE MAJEURE.** In the event Sponsor and its agents are prevented from continuing with this Promotion as contemplated herein by any event beyond its control, including but not limited to fire, flood, earthquake, explosion, pandemic, virus, quarantine, labor dispute or strike, act of God or public

enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state, or local government law, order, or regulation, or order of any court or other cause not within their control, Sponsor and its agents shall have the right to modify, suspend, extend or terminate the Promotion, and award the prize in its sole discretion. IF ANY EVENT IS CANCELED, DELAYED, OR RESCHEDULED, , SPONSOR'S ONLY OBLIGATION IS TO AWARD, OR NOT AWARD, THE REMAINING ELEMENTS OF THE PRIZES DESCRIBED ABOVE, IN ITS SOLE DISCRETION, WITH NO ALTERNATIVE COMPENSATION TO THE WINNERS AND GUESTS.

**LAW / DISPUTE RESOLUTION.** This Promotion shall be governed by and interpreted under the laws of the State of New York, U.S.A., without regard to its conflicts of laws provisions that may require the application of the laws of another jurisdiction. All disputes, claims, and causes of action arising out of or in connection with this Promotion shall be resolved individually, without resort to any form of class action. Any action or litigation concerning this Promotion shall take place exclusively in the federal or state courts sitting in New York, New York, and you expressly consent to the jurisdiction of and venue in such courts and you waive all defenses of lack of jurisdiction and inconvenient forum with respect to such courts. You agree to service of process by mail or other method acceptable under the laws of the State of New York. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS PROMOTION. YOU HEREBY WAIVE ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

**WINNERS LIST.** For the list of winners, available after **September 15, 2024** ("**Winner List Date**"), send a stamped, self-addressed envelope (except where prohibited) and a note identifying the name of this Promotion within 45 days after the Winners List Date to the Sponsor at the address set forth below, Attention: Promotions Department/ Pearl Jam Radio Dark Matter Tour Leg 2.

**SPONSOR.** The Sponsor of this promotion is Sirius XM Radio Inc., 1221 Avenue of the Americas, 36<sup>th</sup> Floor, New York, New York 10020. Sponsor's promotions may be advertised through its subsidiaries and affiliates, including Pandora®. This promotion may be advertised on Facebook, but this promotion is in no way sponsored, endorsed, administered by, or associated with, Facebook. Inquiries regarding the promotion must be directed to Sponsor.

©2024 Sirius XM Radio Inc.

SiriusXM, Pandora, and all related logos are trademarks of Sirius XM Radio Inc. and its respective subsidiaries. All rights reserved. All third-party names and trademarks are the property of their respective owners.