

# SIRIUS XM NFL DRAFT BROADCAST TICKET PROMOTION

## OFFICIAL RULES

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

**MUST BE 21 YEARS OF AGE OR OLDER AT TIME OF ENTRY. U.S. LAW GOVERNS. VOID WHERE PROHIBITED BY LAW.**

**ENTRANTS MUST BE PRESENT AT THE VENUE AT THE TIME OF EACH DRAWING TO WIN.**

The SiriusXM NFL Draft Broadcast Ticket Promotion ("**Promotion**") is subject to these Official Rules ("**Official Rules**").

**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.

**CONDITIONS OF ENTRY / ELIGIBILITY TO WIN.** This Promotion is open only to individuals who are a legal resident of the United States, the District of Columbia, or Puerto Rico and at least 21 years of age at time of entry ("**Entrants**"). By participating in the Promotion, you: (i) agree to be bound by these Official Rules, including all eligibility requirements, (ii) agree to be bound by the decisions of Sponsor, which are final and binding in all matters, and (iii) agree that if determined the prize winner, and you have won any prize valued at over \$600 from Sponsor within the last six (6) months prior to the start of the Entry Period (as defined below), you will forfeit winner status to the next eligible entrant in the drawing.

Employees of Sponsor and its respective subsidiaries, affiliates, advertising and promotional agencies, retailers or distributors, and members of their immediate family (e.g., spouses, domestic partners, parents, children, siblings) are not eligible to win. Entries that are incomplete or corrupted are void and will not be eligible. Any effort by an Entrant to misrepresent himself or herself using aliases or multiple e-mail addresses will disqualify all entries of such individual. Sponsor and its agents reserve the right to verify eligibility qualifications of any 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 federal, state, and local laws and regulations.

The following persons are ineligible to win a Prize: Employees of Sponsor, the "**NFL Entities**" (defined, collectively, as the National Football League, its member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, representatives, and employees); and each of their respective subsidiaries, affiliates, advertising and promotion agencies, retailers and distributors. The immediate family members (e.g., spouses, domestic partners, parents, children, siblings) of employees of Sponsor and the NFL Entities are also ineligible.

**ENTRY PERIOD.** The Promotion begins at 7:00 PM on April 25, 2024, and ends at 9:00 PM on April 26, 2024 (the "**Promotion Period**"). All times herein are Eastern Time ("**ET**").

**HOW TO ENTER.** If you are in Detroit, Michigan area, visit the Sirius XM NFL Broadcast Booth at Checker Bar Detroit ("**Venue**") on either April 25<sup>th</sup> or April 26<sup>th</sup> between 7 PM – 9 PM to get an entry ticket ("**Ticket**"). There will be one drawing on or about 9 PM each day (each, a "**Daily Drawing**"). Only Tickets distributed for a particular day will be eligible for that day's Daily Drawing. Only one (1) Ticket will be issued to each person for a Daily Drawing. Each person receiving a Ticket shall be considered an Entrant. **Entrants must be present at the Venue at the time of their applicable Daily Drawing to win.**

**SPECIAL PUBLICITY NOTICE.** By participating in this Promotion, if you are selected as a potential winner, you grant to Sponsor and its promotional agents 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.** A total of two (2) Prizes will be awarded in the Promotion; one (1) to each winner of a Daily Drawing using the selection process described below. Each winner will receive two (2) tickets to an NFL regular season game during the 2024-2025 season, the particular date and game to be mutually agreed upon by Sponsor and each winner (a "**Game**").

Approximate Retail Value ("**ARV**") of each Prize is \$100.

**NO TRAVEL OR TRAVEL REIMBURSEMENT WILL BE PROVIDED IN CONNECTION WITH THE PRIZE. ALL COSTS AND EXPENSES TRAVELLING TO AND FROM A GAME ARE THE SOLE RESPONSIBILITY OF WINNER AND WINNER'S GUEST.** Date and location of a Game is subject to change or cancellation and not the responsibility of Sponsor. Seat location at a Game is at Sponsor's discretion. If a Game is cancelled for any reason, Sponsor's only obligation is to award the other elements of the prize, in its sole discretion. Tickets are subject to certain terms and conditions as specified by issuer. Winner agrees 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 Game venue rules and regulations, including execution of all required releases (if applicable). Failure to do so may result in forfeiture of such portion(s) of prize. 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. Any unused elements of the Prize 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 the prize are the sole responsibility of the winner. Winner may receive an IRS Form 1099 for the actual value of prize awarded, if applicable.

**ODDS.** Odds of winning a prize will depend upon the number of Tickets distributed for each Daily Drawing.

**WINNER / SELECTION / AGREEMENTS.** Winners for each Daily Drawing will be determined in a random drawing of numbers associated with Tickets distributed for that Daily Drawing to

be held on or about 9 PM the day of the Daily Drawing. Tickets not selected as a winner for one Daily Drawing will not be entered in the other Daily Drawing. ENTRANTS MUST BE PRESENT AT THE VENUE AT THE TIME OF THE DRAWING TO BE ELIGIBLE TO WIN. Selected Prize Winners will be notified immediately and asked for contact information to be sent various forms described below that must be completed and returned to Sponsor before a Game. If a potential winner is not at the Venue or does not identify themselves at the time of the Daily Drawing, they will forfeit their status as a potential winner and an alternate winner will be selected from the remaining entries. Except where prohibited, acceptance of prize constitutes winner's consent, and winner and guest 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, in connection with Sponsor, this Promotion, at the Sponsor's web sites. Winner and winner's guest(s) may be required to sign and return to Sponsor a Declaration of Eligibility, Publicity & Liability Release ("**Release**") (where permitted by law), prior to and as a condition of acceptance of prize or prize will be forfeited and an alternate winner selected. Winner's guest must also sign and return a liability and publicity release (where permitted by law). If the prize acceptance materials are undeliverable, or if a potential winner does not respond to the prize acceptance email within the time specified, or if the potential winner cannot be contacted for any reason, including an invalid email or phone number, or in the event of non-compliance with these Official Rules, the prize will be forfeited. All guests must be at least 21 years old at the time of the Game.

**SPECIAL NOTICE REGARDING TRAVEL AND EVENT ATTENDANCE:** WINNER AND GUEST ARE RESPONSIBLE FOR STAYING INFORMED OF AND ABIDING BY ALL LOCAL LAWS AND TRAVEL AND GAME VENUE RULES AND POLICIES. SPONSOR, NFL ENTITIES, THE APPLICABLE TRAVEL AIRLINE, GAME PERSONNEL AND STAFF AND THEIR RESPECTIVE AGENTS, EACH RESERVE THE RIGHT, IN THEIR SOLE DISCRETION, TO REMOVE OR TO DENY TRAVEL, OR REVOKE ACCESS TO THE GAME, TO WINNER AND/OR 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. COVID-19 HEALTH PROTOCOLS MAY CHANGE AT ANY TIME AND SPONSOR, NFL ENTITIES, GAME VENUE, AND TALENT HAVE NO OBLIGATION OR RESPONSIBILITY TO ANY PERSON WHO IS UNABLE TO COMPLY WITH ANY UPDATED REQUIREMENTS, IS DENIED ENTRY, OR WHO MAY BE REMOVED FROM THE GAME.

**PRIVACY NOTICE / MARKETING.** By participating in this Promotion, any personal information Entrants provide will be disclosed to the Sponsor and used in accordance with Sponsor's privacy policy at <https://www.siriusxm.com/privacy-policy>.

**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 electronic or non-electronic tampering with any portion of this Promotion, or if technical difficulties or technical corruption (including a computer virus or system malfunction) compromise the integrity of the Promotion, Sponsor reserves the right to terminate the Promotion and select winner from among all eligible entries received prior to termination. Any attempt to deliberately damage the content or operation of this drawing 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 ("**Releasing Parties**"), to hereby release, defend, indemnify, and hold harmless the Sponsor, the NFL Entities, the Venue and those working

on their respective behalf, and all other businesses involved in this Promotion (including prize vendor or provider, talent, and a Game venue), 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 a Game.

**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, misprinted, misdirected, damaged, illegible or incomplete Tickets; (iii) 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 or at any web site or any combination thereof; (iv) 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; 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 travelling to and attendance at a Game.

**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 A GAME IS CANCELLED, SPONSOR'S ONLY OBLIGATION IS TO AWARD, OR NOT AWARD, THE REMAINING ELEMENTS OF THE PRIZE DESCRIBED ABOVE.

**WINNERS LIST.** For the name of the winners, available after May 5, 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 above, Attention: Winners List/NFL Draft Broadcast Ticket Promotion.

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