

**Kenny Chesney  
Here & Now 2022 Tour  
SiriusXM Sweepstakes**

**OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. WINNERS AND GUESTS WILL BE REQUIRED TO BE FULLY VACCINATED – FINAL DOSE 14 DAYS - BEFORE EVENT TO ATTEND. ADDITIONAL HEALTH MEASURES MAY BE REQUIRED.**

**ONLY CURRENT SIRIUSXM SUBSCRIBERS WITH AN ACTIVE TRIAL, PAID, OR AD SUPPORTED SUBSCRIPTION PLAN ON OR PRIOR TO JANUARY 20, 2022 WHO ARE 21 YEARS OF AGE OR OLDER AT TIME OF ENTRY ARE ELIGIBLE TO ENTER. U.S. LAW GOVERNS. VOID WHERE PROHIBITED BY LAW.**

**How To Enter.** To enter this sweepstakes ("**Sweepstakes**"), go to [www.siriusxm.com](http://www.siriusxm.com), find and follow the advertisement for Kenny Chesney Here & Now 2022 Tour SiriusXM Sweepstakes to complete our online entry form ("**Entry Page**") between 10:00 AM Eastern Time ("ET") on February 4, 2022, and 12:00 PM ET on March 31, 2022 (the "**Entry Period**"). You can only enter this Sweepstakes via the Entry Page. Successful and timely submission of all required information shall be considered an "**Entry**" and the person submitting the Entry, the "**Entrant**." Proof of submission will not be deemed to be proof of receipt. **LIMIT ONE ENTRY PER PERSON AND ONE PER HOUSEHOLD:** Multiple entries submitted by a single person during the Entry Period, whether from one e-mail address or multiple e-mail addresses shall render all such person's entries void and ineligible. In the event of a dispute over the identity of an online entrant, Entry will be deemed submitted by the authorized account holder of the e-mail account of the e-mail address submitted at time of Entry. "**Authorized account holder**" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

**CONDITIONS OF ENTRY / ELIGIBILITY TO WIN.** Entrants agree to abide by the terms of these Official Rules and by the decisions of Sponsor which are final. This Sweepstakes 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 A CURRENT SUBSCRIBER WITH AN ACTIVE TRIAL, PAID, OR AD SUPPORTED SUBSCRIPTION PLAN ON OR PRIOR TO JANUARY 20, 2022; and (iii) is at least 21 years of age at time of entry; except wherever prohibited or restricted by law. This Sweepstakes is intended for participation in the aforementioned areas only.

By participating in the Sweepstakes, 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 a prize winner, and have won any prize valued at over \$600 from Sponsor within the last six (6) months prior to the start of the Entry Period, you will forfeit winner status to the next eligible Entrant in the drawing for a selected Event.

Employees of Sponsor, Messina Touring Group, and their respective subsidiaries, affiliates, advertising and promotion 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 Sweepstakes. This Sweepstakes is subject to all applicable federal, state, and local laws and regulations.

**SPECIAL PUBLICITY NOTICE.** If you are selected as a potential winner, you grant to Sponsor and its respective 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.

**PRIZE.** A total of three (3) Prizes will be awarded, one (1) each to three winners using the selection process described below and satisfaction of eligibility requirements set forth above, each consisting of:

- One (1) round-trip coach air transportation for two (2) to the destination selected at time of entry on the Entry Page (as noted below, the “**Destination**”), from a major commercial airport in the continental United States nearest to winner’s primary residence as determined by Sponsor; provided that Sponsor reserves the right to substitute ground transportation for air transportation if winner resides within 150 miles of the Destination;
- One (1) hotel accommodation for two (2) nights (one double occupancy room and room tax only) in or near the Destination, on the dates noted below; and
- Two (2) VIP tickets to the Kenny Chesney Here and Now 2022 Tour on the date and at the venue noted below (the “**Event**”) which will include food and beverages.

<b>Event Date</b>	<b>Event Venue</b>	<b>Destination</b>	<b>Destination Accommodations</b>
April 23, 2022	Raymond James Field	Tampa, FL	April 22 – April 24, 2022
June 25, 2022	Soldier Field	Chicago, IL	June 24 – June 26, 2022
July 23, 2022	SoFi Stadium	Inglewood, CA	July 22 – July 24, 2022

One (1) winner for each Event will be determined by a random drawing from among all Entrants submitting an Entry to attend that Event. Entrants may only select one Event on the Entry Page and an Entry selected for one Event will not be transferable to or considered for the drawing for the other Events. Each drawing for an Event shall be considered a separate and distinct drawing.

Approximate Retail Value of each prize: \$3,000, and all prizes \$9,000.

All expenses specifically not mentioned herein, including without limitation, ground transportation, transfers, hotel amenities, fees and gratuities, meals, airline change fees, airline premium seat fees, airline baggage fees (both checked and carry on), personal expenses such as meals, photos, souvenirs, and passport fees, are the responsibility of the winners and guests. Travel and hotel accommodations are subject to availability. Certain blackout dates and material restrictions may apply. Date and location of any Event is subject to change and not the responsibility of Sponsor. If the Event is cancelled for any reason, Sponsor’s only obligation is to award, or not award, the other elements of the prize, in its sole discretion. Event tickets are subject to certain terms and conditions as specified by the ticket 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 venue and event 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. If a selected winner for an Event date is unable to travel on the dates required, they will forfeit the prize and another winner will be selected from among

eligible entries received for that Event. Winner(s) and guests must travel on same itinerary. 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 un-used elements of a 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 winners. Winners will receive an IRS Form 1099 for the actual value of prize awarded. Actual retail value of a prize depends upon the location of the winner and airfares to/from the Destination at time of departure.

**ODDS.** Odds of winning depend upon the number of eligible entries received for each selected Event during the Entry Period. This Sweepstakes may be advertised as follows: (1) on the radio on various music, talk, entertainment and sports channels on both Sirius and XM Radio, (2) on the internet on various music, talk, entertainment and sports websites and SiriusXM channel pages at [www.siriusxm.com](http://www.siriusxm.com), (3) on Facebook, Twitter and other social media sites, (4) by unsponsored and sponsored members of the public in social media and online communities, and possibly (5) via selected versions of the SiriusXM weekly e-newsletter "The Hear & Now" which versions contain banner advertisements for our Sweepstakes that are delivered to a minimum of approximately 15,000,000 email addresses.

**WINNER / SELECTION / AGREEMENTS.** Winners will be determined in a random drawing to be held on or about **April 01, 2022**, following the close of the Entry Period from among all eligible entries received for each Event as selected on the Entry Page under the supervision of Sponsor whose decisions are final and binding in all respects. Selected winner(s) will be notified by telephone using information provided at time of entry on the Entry Page and if a selected winner does not answer the call, a message will be left, and the selected winner must respond back to Sponsor within one (1) business day from the time of the message is left to give a valid email address where notification of potential winner status and required documents as described below can be sent. Except where prohibited, acceptance of prize constitutes a winner's consent, and winners and guests will be required to sign a release, to allow Sponsor and its promotional agents to use winners' and winners' 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 Sweepstakes, the Sponsor's web sites, and the Events. Winners will be required to sign and return to Sponsor a Declaration of Eligibility, Publicity & Liability Release ("Declaration") (unless prohibited by law) and/or IRS Form W-9 (if required by IRS regulations), prior to and as a condition of acceptance of a Prize, **WITHIN ONE (1) BUSINESS DAY OF THE DATE OF THE NOTIFICATION** or the Prize will be forfeited and an alternate winner for that Event will be selected. Winners' guests must also sign and return a liability and publicity release (unless prohibited by law) prior to travel. Prizes will be awarded within 45 days after receipt and verification of completed prize notification. If prize notification is undeliverable, or if a potential winner does not respond to the prize notification telephone call within the time specified or if the potential winner cannot be contacted for any reason, including an invalid telephone number, if the Declaration is not complete and received by Sponsor within the time required, or in the event of non-compliance with these Official Rules, the prize will be forfeited, and an alternate winner will be selected at random from the remaining eligible entries for that Event. All guests must be at least 21 years old at time of travel. In the event a guest is under the age of majority ("Minor") as determined by the laws of the state in which the Minor resides, the Declaration must be signed by a parent or legal guardian on the Minor's behalf.

**SPECIAL COVID-19 NOTICE:** Entrants fully understand that (a) the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation, or variation thereof, "**COVID-19**") is extremely contagious and there is an inherent risk of exposure to COVID-19 in

any place where people are or have been present; (b) no precautions, including protocols that will be implemented from time to time by Event venue can eliminate the risk of exposure to COVID-19; (c) while people of all ages and health conditions have been adversely affected by COVID-19, certain people have been identified by public health authorities as having greater risk based on age and/or underlying medical conditions; (d) other persons travelling to and/or from the Event and attending the Event may not be fully vaccinated against the Covid-19 virus; and (e) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, other short-term and long-term health effects, and/or death, regardless of age or health condition.

**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, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO A TEMPERATURE CHECK, SOCIAL DISTANCING, MASKING, PROOF OF VACCINATION, AND/OR PROOF OF NEGATIVE VIRUS TESTING. SPONSOR, MESSINA TOURING GROUP, THE APPLICABLE TRAVEL AIRLINE, EVENT 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 EVENT, TO ANY 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, MESSINA TOURING GROUP, EVENT VENUE, AND TALENT HAVE NO OBLIGATION OR RESPONSIBILITY TO ANY PERSON WHO IS UNABLE TO COMPLY WITH UPDATED REQUIREMENTS, IS DENIED ENTRY, OR WHO MAY BE REMOVED FROM THE EVENT.

**VACCINATION REQUIREMENT FOR EVENT ATTENDANCE:** All winners and guests of winners chosen or permitted by Sponsor to attend the Event must be fully vaccinated against COVID-19 at least fourteen (14) days prior to the Event.

**PRIVACY NOTICE / MARKETING.** By entering this Sweepstakes, any personal information Entrants submit will be disclosed to the Sponsor and will be used only by us consistent with our privacy policy. Sponsor may use entrants' personal information, including postal and e-mail addresses, to contact entrants regarding SiriusXM goods and services and any other offers and/or promotions that we believe might be of interest to entrants. (If you have previously asked us not to send you promotional emails, your Entry into this promotion will cause you to receive emails related only to this promotion.)

Special Note: We will make no use of your telephone number or date of birth as a result of your Entry except to contact potential winner and to verify your eligibility to enter. This promotion may be advertised on Facebook, but Entrants will be providing information to Sirius XM Radio Inc. and not to Facebook. Be sure to read the SiriusXM Radio Privacy Policy 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 electronic or non-electronic tampering with any portion of this Sweepstakes, or if technical difficulties or technical corruption (including a computer virus or system malfunction) compromise the integrity of the Sweepstakes, Sponsor reserves the right to terminate the Sweepstakes and select winners from among all eligible entries received for a particular Event prior to termination. Should the Sweepstakes 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 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 (collectively the "**Releasing Parties**") to hereby release, defend, indemnify, and hold harmless the Sponsor, Messina Touring Group, and those working on their respective behalf, and all other businesses involved in this Sweepstakes (including prize vendor or provider, talent, or

Event 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 Sweepstakes 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 Sweepstakes or in the announcement of any prize; (ii) lost, late, misdirected, damaged, illegible or incomplete entries, or postage due mail; (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 Sweepstakes; or (v) the failure of any third party to comply with the instructions and proper administration of this Sweepstakes.

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 Sweepstakes, or from the acceptance, use, or redemption of any prize, including travelling to and attendance at the Event.

**FORCE MAJEURE.** In the event Sponsor and its agents are prevented from continuing with this Sweepstakes 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 sweepstakes, and award all or none of the Prizes, in its sole discretion. IF AN EVENT IS CANCELLED OR TRAVEL TO THE DESTINATION IS IN ANY WAY DELAYED OR CANCELLED, 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 Sweepstakes 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 Sweepstakes shall be resolved individually, without resort to any form of class action. Any action or litigation concerning this Sweepstakes 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 SWEEPSTAKES. 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 name of the winners, available after **April 01, 2022** ("**Winner List Date**"), send a stamped, self-addressed envelope (except where prohibited) and a note identifying the name of this Sweepstakes within 45 days after the Winners List Date to the Sponsor at the address set forth below, Attention: Promotions Department/Kenny Chesney Here & Now 2022 Tour.

**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 Sweepstakes and other 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.

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