

# SiriusXM In-Studio Events Ticket Giveaway

## OFFICIAL RULES

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

**WINNERS & THEIR GUESTS MUST COMPLY WITH SIRIUS XM, ARTIST, AND LOCAL RULES REGARDING COVID SAFETY PROTOCOLS WHICH ARE SUBJECT TO CHANGE.**

**PRIZES CONSISTS OF TICKETS ONLY.  
NO TRANSPORTATION WILL BE PROVIDED TO ATTEND ANY EVENT.  
ONLY THOSE ENTRANTS SELECTED TO ATTEND AN EVENT WILL BE NOTIFIED.**

**MUST BE 18 YEARS OF AGE OR OLDER AT TIME OF ENTRY. U.S. LAW GOVERNS.  
VOID WHERE PROHIBITED BY LAW.**

The SiriusXM In Studio Events ticket giveaway promotion ("**Promotion**") involves separate and distinct ticket giveaway opportunities for various Sirius XM In Studio events (each, an "**Event**"), subject to these Official Rules ("**Official Rules**").

**SPONSOR.** The Sponsor of this Promotion is Sirius XM 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 18 years of age at time of entry. By participating in the Promotion, you agree to be bound by: (i) these Official Rules, including all eligibility requirements, and (ii) all decisions of Sponsor, which are final and binding in all matters. 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 (as defined below) 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.

**HOW TO ENTER.** To enter a drawing to win tickets to an Event (each, a "**Drawing**"), follow the instructions stated in Sirius XM social media posts for the Event (each, a "**Post**"), which will require you to send an email to [rsvp@siriusxm.com](mailto:rsvp@siriusxm.com) with the name of the Event in the subject line, and your full name, valid email, age, city of residence, and cell phone number in the email, before the end of the entry period stated in the applicable Post ("**Entry Period**"). Complete satisfaction of all of the above shall be considered an "**Entry**," and the person submitting the Entry, the "**Entrant**." All Entries become the property of Sponsor and will not be acknowledged or returned. **LIMIT ONE ENTRY PER PERSON:** Multiple entries submitted by a single person during the Entry Period noted in the Post shall render all of such person's entries void and ineligible. In the event of a dispute over the identity of an Entrant, the Entry will be deemed submitted by the Authorized Account Holder of the email associated with the 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.

**SPECIAL PUBLICITY NOTICE.** By entering this Promotion, you grant to Sponsor and its promotional agents your express permission (except where prohibited by law) to use your original submission on the radio for entertainment purposes (without identifying you by full name), without further compensation. Also, by entering 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.

**PRIZE.** Each winner selected in a Drawing will receive two (2) tickets to attend the Event promoted in the applicable Post. Approximate Retail Value ("**ARV**") of each Prize, \$0 as these tickets are not available for sale and have no retail value.

**NO TRAVEL WILL BE PROVIDED IN CONNECTION WITH ANY PRIZE. ALL COSTS AND EXPENSES TRAVELLING TO AND FROM THE EVENT ARE THE SOLE RESPONSIBILITY OF WINNER AND WINNER'S GUEST.** Date and location of an Event is subject to change or cancellation and not the responsibility of Sponsor. 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 Sirius XM 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. 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.

**ODDS.** Odds of winning depend upon the number of eligible Entries entered during the Entry Period for each Drawing.

**WINNER / SELECTION / AGREEMENTS.** Winners for each Event will be determined in a random Drawing to be held at the end of the Entry Period for each Drawing as stated in the applicable Post from among all eligible Entries received for that Drawing under the supervision of Sponsor whose decisions are final and binding in all respects. Entries not chosen for one Event will not be included in Drawings for other Events. Selected Prize Winners will be notified by email using the email address submitted with an Entry and must respond WITHIN SIX (6) HOURS OF THE NOTIFICATION or prize will be forfeited. 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, the Sponsor's web sites, and the Event. 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 prize notification is undeliverable, or if a potential winner does not respond to the prize notification email within the time specified, or if the potential winner cannot be contacted for any reason, including an invalid email, 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. All guests must be at least 18 years old at time of Event.

**SPECIAL NOTICE REGARDING EVENT ATTENDANCE:** WINNERS AND GUESTS ARE RESPONSIBLE FOR STAYING INFORMED OF AND COMPLYING WITH ALL LOCAL LAWS AND EVENT VENUE RULES AND POLICIES WHICH MAY INCLUDE, BUT NOT BE LIMITED TO A TEMPERATURE CHECK, SOCIAL DISTANCING, MASKING, PROOF OF VACCINATION, AND/OR PROOF OF NEGATIVE VIRUS TESTING. SPONSOR, EVENT PERSONNEL AND STAFF, AND THEIR RESPECTIVE AGENTS, EACH RESERVE THE RIGHT, IN THEIR SOLE DISCRETION, TO REMOVE OR REVOKE FULL OR PARTIAL ACCESS TO THE EVENT, TO ANY WINNER AND/OR GUEST WHO DOES NOT COMPLY WITH ANY OF THE AFORMENTIONED 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, EVENT VENUE, OR TALENT HAVE NO OBLIGATION OR RESPONSIBILITY TO ANY PERSON IS UNABLE TO COMPLY WITH THE UPDATED REQUIREMENTS, ARE DENIED ENTRY, OR WHO MAY BE REMOVED FROM THE EVENT.

**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 at the 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; (e) and exposure to COVID-19 virus 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.

**PRIVACY NOTICE / MARKETING.** By entering this Promotion, any personal information Entrants submit will be disclosed to the Sponsor and will be used only by us consistent with our 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 and those working on their respective behalf, and all other businesses involved in this Promotion (including prize vendor or provider, talent, and the 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 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 this Promotion, 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) 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 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 or any Drawing, and award or not award, any prize in its sole discretion.

**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 name of the winner of any Event Drawing, send a stamped, self-addressed envelope (except where prohibited) and a note identifying the name of the Event between 30-60 days after the Entry Period for the Drawing for that Event, to the Sponsor at the address set forth below, Attention: Winners List/[Name of Event].

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