DC Shoes x Black Sabbath Tribute Vinyl Ozzy's Boneyard SiriusXM Social Giveaway

OFFICIAL RULES

No Purchase Necessary to Enter or Win.

A purchase will not increase your chances of winning.

Void where prohibited. U.S. Law Governs.

Open only to legal residents of the United States, DC, and Puerto Rico, who are at least 18 years of age at time of Entry.

ENTRY PERIOD: The "**Entry Period**" for the DC Shoes x Black Sabbath Tribute Vinyl Ozzy's Boneyard SiriusXM Social Giveaway ("**Sweepstakes**") begins November 23rd, 2021 at 12pm EST and ends December 09, 2021 at 8pm EST.

<u>How To Enter</u>: To enter, entrants must (1) "like" the sweeps graphic ("Graphic") appearing on SiriusXM's Ozzy's Boneyard channel (@sxmozzysboneyard) on Instagram; (2) "follow" Black Sabbath (@blacksabbath) and SiriusXM's Ozzy's Boneyard channel (@sxmozzysboneyard) on Instagram; (3) "tag" a friend's account and "hashtag" #SXMsweepstakes; (4) is at least 18 years of age at the time of entry; and (5) a legal resident of the United States, the District of Columbia, or Puerto Rico. LIMIT ONE comment / entry per person. Incomplete entries will not be considered.

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 and binding. This sweepstakes is open only to legal residents of the United States, the District of Colombia, and Puerto Rico who are at least 18 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 and shall only be governed according to United States law.

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

Employees of Sponsor, including Pandora®, or their 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. Void where prohibited by law. A person who satisfies all eligibility requirements as set forth in these Official Rules to Sponsor's satisfaction shall be considered an "Entrant."

PRIZE: Three (3) total prizes will be awarded consisting of: (a) a DC Black Sabbath T-shirt and Hat signed by Ozzy Osbourne; (b) a Shadow of Reality Black Sabbath Tribute vinyl signed by Ozzy Osbourne. Approximate Retail Value ("**ARV**"): \$125.) (Total ARV of all prizes to be awarded: \$375.)

No prize substitution, cash substitution, or 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 will be awarded. Any un-used 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 and possession of the prize are the sole responsibility of the winner. Winner will receive an IRS Form 1099 for the actual value of the prize awarded. Government-issued ID of winner will be checked.

PRIZE IS NON-TRANSFERABLE. ALL PRIZES WILL BE AWARDED AS LONG AS THERE ARE A SUFFICIENT NUMBER OF ELIGIBLE ENTRIES AND TIME TO AWARD THE PRIZES AS DETERMINED BY SPONSOR.

ODDS: This Sweepstakes is intended to be promoted as follows: (1) on the Instagram pages of SiriusXM Ozzy's Boneyard, (2) on the radio at SiriusXM Ozzy's Boneyard, (3) on Facebook, Twitter, and other social media sites, and (4) by unsponsored and sponsored members of the public in social media and online communities. Odds of winning depends upon number of entries received in response to these promotions.

WINNER / SELECTION / AGREEMENTS: Winners will be selected by a random drawing at the close of the Entry Period from among all eligible entries received under the supervision of Sponsor whose decisions are final and binding. If you are selected as the winner, you will receive a confirmation direct message on Instagram with further instructions on how to claim your prize. Entrants are responsible for setting their Instagram profile to be able to receive direct messages. Sponsor shall have no obligation to attempt to contact such persons by any other means. Selected winner will be notified on Instagram and must respond within one (1) business day to give a valid email address where notification of potential winner status and required documents can be sent.

Except where prohibited, acceptance of prize constitutes winner's consent, and winner will be required to sign a release, to allow Sponsor and its promotional agents to use winner'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, and the Sponsor's web sites. Winner will be required to sign and return to Sponsor a Declaration of Eligibility, Publicity & Liability Release ("Declaration") and/or IRS Form W-9 (if required by IRS regulations) (collectively, "Prize Documents"), prior to and as a condition of acceptance of prize, WITHIN ONE (1) BUSINESS DAY OF RECEIPT OF NOTIFICATION or prize will be forfeited and an alternate winner selected.

Prize will be awarded within 45 days after Sponsor's receipt and verification of completed Prize Documents. If a prize notification is undeliverable, or if a potential winner does not respond to the prize notification Instagram direct message within the time specified, or if the potential winner cannot be contacted for any reason, or if the Prize Documents are 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.

Being declared a prize winner does not afford any additional benefits from Sponsor. Sponsor's only obligation to prize winner is to award the prize elements described in the prize paragraph in these Official Rules.

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 email 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.

Sponsor reserves the right to permanently disqualify any GENERAL CAUTION / RELEASE: person it believes has intentionally 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 winner from among all eligible entries received prior to termination. Should the sweepstakes be terminated prior to the stated expiration date, notice will be posted at 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"), hereby release, and agree to defend, indemnify, and hold harmless the Sponsor, including Pandora[®], those working on their respective behalf, Facebook, Instagram, and all other businesses involved in this sweepstakes (including prize vendor/provider), 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 and use or misuse of a prize.

DISCLAIMER OF LIABILITY: 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 death, loss or damage of any kind caused or claimed to be caused, by participation in this sweepstakes, or from the acceptance or use or redemption of any prize.

Force Majeure. In the event Sponsor and its agents are prevented from continuing with the sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, pandemic, quarantine, 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. IN THE EVENT OF A FORCE MAJEURE EVENT, SPONSOR HAS NO OBLIGATION TO AWARD OR REPLACE A PRIZE, IN WHOLE OR PART.

INSTAGRAM DISCLAIMERS: This promotion is in no way sponsored, endorsed, or administered by, or associated with Instagram. Entrants release Instagram from any and all claims, losses, damages, injury, etc. they may suffer in connection with entering, winning, or enjoying their prize. Entrants will be providing information to Sirius XM Radio Inc. and not to Instagram. See the SiriusXM Privacy Policy at siriusxm.com/privacy.

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. Any and 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 winner, available after December 15, 2021 ("Winners List Date"), send a stamped, self-addressed envelope (except where prohibited) and a note identifying the name of this sweepstakes, but within 45 days after the Winners List Date to the Sponsor at the address set forth below, Attention: Promotions Department/Black Sabbath.

SPONSOR: The Sponsor of this promotion is Sirius XM Radio Inc., 1221 Avenue of the Americas, 35th 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 Instagram and Facebook, but this promotion is in no way sponsored, endorsed, or administered by, or associated with Instagram or Facebook.