

Billy Joel at MSG SiriusXM Sweepstakes

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN.

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

1. **ENTRY PERIOD.** The sweepstakes ("**Sweepstakes**") begins at 10:00am Eastern Time ("**ET**") on December 18, 2023, and ends at 11:59pm ET on January 5, 2024 (the "**Entry Period**").
2. **HOW TO ENTER.** Select one of the following ways to submit an "**Entry**" into the Sweepstakes:
 - a. **Subscribe to SiriusXM's \$4 for 12 Months Music & Entertainment Plan Plus Free Upgrade to Platinum Plan Offer:** Between December 18, 2023, at 10:00am ET through December 31, 2023, at 11:59pm ET, eligible customers may subscribe online or by chat on siriusxm.com or by calling. After purchase, you will receive a purchase confirmation e-mail that will include a direct link to the online entry form (the "**Entry Page**"), which will be sent to the e-mail address on your account. Click on the direct link and follow the instructions to complete the Entry Page and submit your Entry by no later than January 5, 2024 at 11:59pm. See the subscription plan Offer Details at the end of these rules.
 - b. **Mail-in Entry:** To submit an entry without purchasing the subscription plan above, on a postcard or a 3x5 card, legibly print your first and last name, complete postal address, phone number, e-mail address, and mail it in an envelope with proper postage to Billy Joel at MSG SiriusXM Sweepstakes, P.O. Box 1948, South Hackensack, NJ 07606. Your mail-in entry must be postmarked by the USPS no later than January 5, 2024 and received by Sponsor no later than January 10, 2024.
3. **ENTRY LIMIT.** The person submitting the Entry shall be deemed the "**Entrant**." Limit one (1) Entry per Entrant. All properly submitted Entries will be automatically entered into the Grand Prize drawing for a chance to win a trip to see Billy Joel at MSG in New York, NY on February 9, 2024. Multiple entries submitted by a single person shall render all such person's entries void and ineligible. In the event of a dispute over the identity of an Entrant, Entry will be deemed submitted by the authorized account holder 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.
4. **CONDITIONS OF ENTRY / ELIGIBILITY TO WIN.**
 - a. 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 the 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.

- b. Employees of Sponsor, Live Nation Entertainment, Inc., Independent Artist 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.

5. 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.

6. PRIZE. One (1) Grand Prize will be awarded to one (1) winner using the selection process described below and satisfaction of the eligibility requirements set forth above, consisting of:

- Two (2) tickets to the Billy Joel concert at Madison Square Garden in New York, NY, scheduled for Friday, February 9, 2024 (the "**Event**");
- Round-trip coach air transportation for winner and one (1) guest to New York, NY (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;
- 3-days/2-nights hotel accommodations for two (2) (one standard double occupancy room and room tax only) in or near New York, NY, at Sponsor-selected hotel checking in Thursday, February 8, 2024 and checking out Saturday, February 10, 2024.

Approximate Retail Value of the Prize: \$3,500.

7. PRIZE CONDITIONS. Prize is non-transferable. All expenses not specifically mentioned herein, including without limitation, additional transportation and lodging, personal expenses such as meals, photos, souvenirs, are the responsibility of the winners and guests. If Grand Prize winner or guest resides within 150 miles of the Event, ground transportation will be provided in lieu of airfare and no cash difference will be awarded. 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 (if any), 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. Winner and guest must comply with all venue and Event rules and regulations, including execution of all required releases (if applicable). Winner and guest 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. Winner is responsible for their guest. If a winner is unable to travel on the dates required, the selected winner will forfeit the prize and another winner will be selected from among eligible Entries received, 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. Any un-used elements of any 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 any prize are the sole responsibility of the winners. If applicable, winner will receive an IRS Form 1099 for the actual value of the prize awarded.

8. **ODDS.** Odds of winning depend upon the number of valid Entries received for each drawing.
9. **WINNER / SELECTION / AGREEMENTS.** Winner will be determined in a random drawing to be held on or about **January 16, 2024**, from among all eligible Entries received for the drawing. The drawing will be conducted under the supervision of Sponsor whose decisions are final and binding in all respects. Selected winner will be notified by e-mail using information provided on the Entry. If a selected winner does not respond to the winner notification within 72 hours, the prize will be forfeited and an alternate winner will be selected at random from the remaining eligible Entries, if feasible. Except where prohibited, acceptance of any 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. Winners will be required to sign and return to Sponsor a Declaration of Eligibility, Publicity & Liability Release ("**Declaration**") (unless prohibited) and/or IRS Form W-9 (if required by IRS regulations), prior to and as a condition of acceptance of prize within the time requested in the notification or prize will be forfeited and an alternate winner selected, if feasible. 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 notification documentation. If prize notification is undeliverable, or if a potential winner does not respond to the prize notification e-mail within the time specified or if a potential winner cannot be contacted for any reason, including an e-mail address, 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 drawing. Guest must be at least 18 years old at the time of the Event, unless otherwise approved by Sponsor and any minors must be accompanied by a parent or legal guardian.
10. **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.

11. SPECIAL NOTICE REGARDING EVENT ATTENDANCE: WINNER AND GUEST ARE RESPONSIBLE FOR STAYING INFORMED OF AND ABIDING BY ALL LOCAL LAWS AND EVENT VENUE RULES AND POLICIES. SPONSOR, EVENT PERSONNEL AND STAFF AND THEIR RESPECTIVE AGENTS, EACH RESERVE THE RIGHT, IN THEIR SOLE DISCRETION, TO REMOVE OR REVOKE ACCESS TO THE EVENT, TO WINNERS AND/OR GUESTS WHO DO 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, EVENT 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 EVENT.

12. PRIVACY NOTICE / MARKETING. By entering this Sweepstakes, any personal information Entrants submit will be disclosed to the Sponsor and will be used by us consistent with our privacy policy.

13. Special Note: This promotion may be advertised on Facebook, or other social media platforms, but Entrants will be providing information to Sirius XM Radio Inc. and not to Facebook or other social platforms. Be sure to read the SiriusXM Privacy Policy at www.siriusxm.com/privacy.

14. 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, or attack) compromise the integrity or intended operation of the Sweepstakes, Sponsor reserves the right to terminate the Sweepstakes and select a winner from among all eligible entries received for each drawing 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 Sweepstakes or 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, Live Nation Entertainment, Inc., Independent Artist Group and those working on their respective behalf, and all other businesses involved in this Sweepstakes (including, but not limited to, 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.

15. DISCLAIMER OF LIABILITY.

- a. 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 inability by any person to access the SiriusXM App; (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 Sweepstakes; or (vi) the failure of any third party to comply with the instructions and proper administration of this Sweepstakes.

- b. 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.

16. 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 the prize in its sole discretion. IF THE EVENT IS CANCELLED, SPONSOR'S ONLY OBLIGATION IS TO AWARD, OR NOT AWARD, THE REMAINING ELEMENTS OF THE PRIZE (IF ANY) DESCRIBED ABOVE, IN ITS SOLE DISCRETION, WITH NO ALTERNATIVE COMPENSATION TO THE WINNER AND GUEST.

17. 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.

18. WINNERS LIST. For the name of the winner, available after **February 29, 2024** ("**Winners 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/Billy Joel Feb 2024

19. SPONSOR. The Sponsor of this promotion is Sirius XM Radio Inc., 1221 Avenue of the Americas, 36th 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.

- 20. Offer Details Music & Entertainment \$4/month for 12 Months + Free Upgrade to Platinum:** Activate a new Music & Entertainment Plan and pay \$3.99 each month plus fees and taxes for your first 12 months, plus get free activation (a \$15 savings). During your initial 12-month subscription term, your service will be upgraded (at no additional cost to you) and you will receive the channels and features available in our Platinum Plan. A credit card is required on this offer. **Your Music & Entertainment subscription plan will renew every month thereafter and you will be charged according to your chosen payment method at then-current rates (currently \$18.99/mo. plus fees and taxes). Please see our Customer Agreement at www.siriusxm.com for complete terms and how to cancel, which includes online methods or calling us at 1-866-635-2349.** All fees, content and features are subject to change. This offer cannot be combined with any other and may be modified or terminated at any time. Offer good for new subscriptions on qualifying ESN/Device IDs as determined solely by SiriusXM. Channel lineup varies by package. This offer is presented exclusively by SiriusXM and may not be republished without the consent of SiriusXM. Offer expires 12/31/23 at 11:59 p.m.

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