

**Eddie Vedder And The Earthlings  
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 SHOW PROOF OF FULL COVID-19 VACCINATION — 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 01, 2022 WHO ARE 18 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 Eddie Vedder and The Earthlings to complete the online entry form ("**Entry Page**") between 10:00 AM Eastern Time ("**ET**") on January 24, 2022, and 4:00 PM ET on January 31, 2022 (the "**Entry Period**"). You can only enter this Sweepstakes by online entry. Successful submission of all required information shall be considered an "**Entry**" and a person satisfying all eligibility criteria set forth herein shall be considered an "**Entrant**." Proof of submission will not be deemed to be proof of receipt. All Entries become the property of Sponsor and will not be acknowledged or returned. **LIMIT ONE ENTRY PER ELIGIBLE SUBSCRIBER:** 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 of 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) 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 01, 2022; and (iii) is at least 18 years of age at time of entry. This Sweepstakes is intended for play in the aforementioned areas only and shall only be construed and evaluated according to United States law.

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.

Employees of Sponsor 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.** Two (2) Prizes will be awarded, one each to two selected winners using the selection process described below and satisfaction of eligibility requirements set forth above, each consisting of:

- Two (2) front row tickets to Eddie Vedder and The Earthlings scheduled for February 03, 2022 or February 04, 2022 at the Beacon Theatre in New York, NY (each date, an "Event"). **NO TRAVEL WILL BE PROVIDED.**

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 Event. Each drawing for an Event shall be considered a separate and distinct drawing.

Approximate Retail Value of each prize: \$800, and all prizes \$1,600

All expenses not specifically mentioned herein, including without limitation, travel to and from the Event, are the responsibility of the winners and winner's guests. If an 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 issuer. Winners agree that the tickets are awarded pursuant to a revocable, nontransferable license that is personal to the winners 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 winner is unable to attend an Event, the selected winner will forfeit the prize and another winner may be selected from among eligible entries received, at Sponsor's sole discretion. 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 winner. If applicable, each winner will receive an IRS Form 1099 for the actual value of prize awarded.

**ODDS.** Odds of winning depend upon the number of eligible Entries received for each Event during the Entry Period. This Sweepstakes is intended to 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 for each Event to be held on or about **February 1, 2022** following the close of the Entry Period from among all eligible entries received under the supervision of Sponsor whose decisions are final and binding in all respects. Selected winners will be notified by telephone using information provided at time of entry and must respond within one (1) business day 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 winners' 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**") (where permitted by law) and/or IRS Form W-9 (if required by IRS regulations), prior to and as a condition of acceptance of prize, **WITHIN ONE (1) BUSINESS DAY OF THE DATE OF THE NOTIFICATION** or prize will be forfeited and an alternate winner selected. Winners' guest must also sign and return a liability and publicity release (where permitted by law) prior to attending the Event. Prize 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, provided time allows before the Event. Guests must be at least 18 years old at time of the Event. In the event the 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 EVENT ATTENDANCE:** WINNERS AND GUESTS AGREE TO AND ARE RESPONSIBLE FOR STAYING INFORMED OF AND COMPLYING WITH ALL LOCAL LAWS AND EVENT VENUE RULES AND POLICIES, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO SOCIAL DISTANCING, MASKING, PROOF OF VACCINATION, AND/OR PROOF OF NEGATIVE VIRUS TESTING. SPONSOR, TALENT, EVENT PERSONNEL AND STAFF AND THEIR RESPECTIVE AGENTS, EACH RESERVE THE RIGHT, IN THEIR SOLE DISCRETION, TO REMOVE OR TO DENY 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, OR TALENT HAVE NO OBLIGATION OR RESPONSIBILITY TO ANY PERSON WHO IS UNABLE TO COMPLY WITH THE UPDATED REQUIREMENTS, IS DENIED ENTRY, OR WHO MAY BE REMOVED FROM THE EVENT.

**VACCINATION REQUIREMENT FOR EVENT ATTENDANCE:** Winners and guests must provide physical or electronic proof of full vaccination against COVID-19 as administered by an authorized state or similar authority at least fourteen (14) days prior to the Event. Proof of vaccination identifying the name of the person who received the vaccination, the date administered, the type of vaccination, and official state identification will be checked at the Event venue by Sponsor or its appointed agent for compliance with the foregoing. A person who fails to provide the requested documentation or other information as requested by Sponsor or Event venue personnel will be denied entry to the Event. Sponsor and Event venue personnel reserve the right to independently verify and reject, in their sole discretion, any attendee vaccination documentation. There will be no exceptions.

**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 winners 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 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](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.

Entrants agree, on their own behalf, and on behalf of their heirs, executors, administrators, legal representatives, successors, and assigns (collectively the "**Releasing Parties**"), to release, defend, indemnify, and hold harmless the Sponsor, and those working on their respective behalf, and all other businesses involved in this Sweepstakes (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 Entrants' participation in this Sweepstakes or the awarding, acceptance, use, or misuse of a prize, including 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.

Entrants 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 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 the prizes, in its sole discretion. IF THE EVENT IS 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 February 27, 2022 ("**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/ Eddie Vedder.

**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.

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