

## **Dave Marsh Call In Trip Giveaway OFFICIAL RULES**

**No Purchase Permitted To Enter or Win.  
An additional purchase will not increase your chances of winning.  
Void where prohibited. U.S. Law Governs.**

**OPEN ONLY to active SiriusXM subscribers (self-paid or automotive company-paid) since January 24, 2012, while meeting other geographical Conditions of Entry (see OFFICIAL RULES), who are at least 18 years of age at time of Entry.**

**HOW TO ENTER.** This promotion starts at 10 AM eastern time ("ET") on February 20, 2012 and ends at 11 AM ET on March 2, 2012 (the "**Entry Period**"). You can only enter this giveaway by calling 1-877-456-2888 (a toll-free phone number) when prompted by an on-air announcement on Dave Marsh's show on E Street Radio on the dates and times listed in the WINNER / SELECTION / AGREEMENTS paragraph below (all times are ET and approximate), each, a "**Promotion Window.**" You can only enter this promotion by calling and being the random caller after a sounder is heard.

**ENTRY LIMIT:** ONE ENTRY PER SUBSCRIBER, REGARDLESS OF THE NUMBER OF SiriusXM ACCOUNTS YOU MAY HAVE. In the event of a dispute over the identity of a phone entrant, entry will be deemed submitted by the billing party on the SiriusXM account at time of entry.

**CONDITIONS OF ENTRY / ELIGIBILITY TO WIN.** Entrants agree to abide by the terms of these Official Rules and by the decisions of judges, administrators of this promotion, and personnel administering entry to the Event. This promotion is open only to individuals who meet all of the following qualifications: (i) legal resident of the 48 contiguous United States, the District of Columbia, or Puerto Rico, (ii) at least 18 years of age at time of entry, and (iii) have been an ACTIVE SiriusXM SUBSCRIBER, WITH EITHER A SELF-PAID OR AUTOMOTIVE-COMPANY PAID SUBSCRIPTION IN SPONSOR'S DATABASE CONTINUOUSLY SINCE AT LEAST JANUARY 24, 2012 (if legal resident of Puerto Rico, your service must have been with Sirius), except wherever prohibited or restricted by law. This promotion is intended for play only in the United States and Puerto Rico (for SIRIUS subscribers only) and shall only be construed and evaluated according to United States law. By participating in this promotion, 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 GRAND PRIZE WINNER, and you have won any prize valued at over \$600 from Sponsor within the last six (6) months, you will agree to forfeit winner status to the next eligible entrant in the drawing. Employees of Sponsor, and any related entities, its subsidiaries, affiliates, advertising and promotion agencies, retailers or distributors, and members of their immediate family (e.g., spouses, parents, children, siblings, grandparents) or household (i.e., people who share the same residence at least 3 months a year (whether related or not), and those with home such employee is domiciled, 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 through the use of aliases or multiple e-mail addresses will disqualify all entries of such individual. Sponsor and its agents will verify eligibility qualifications of any winner. Failure to comply with these Official Rules may result in disqualification. This promotion is subject to all applicable federal, state and local laws and regulations. Void where prohibited.

**SPECIAL PUBLICITY NOTICE**. By entering this giveaway you grant to Sponsor your express permission (except where prohibited by law) to use your entry on the radio for entertainment purposes (without identifying you by full name), without further compensation. Also, by entering this giveaway, if you are selected as one of our winners, you grant to Sponsor 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 of the above, Sponsor has no obligation to do any of it. See more details at WINNER / SELECTION / AGREEMENTS below.

**PRIZE**. A total of Eleven (11) prizes will be awarded. There will be a total of ten (10) winners.

FIRST PRIZE: Ten (10) First Prizes will be awarded, each consisting of the Bruce Springsteen *Wrecking Ball* CD. Approximate retail value (ARV) of each First Prize Pack: \$15.

GRAND PRIZE: One (1) GRAND PRIZE, consisting of a trip to the March 9, 2012 SiriusXM Bruce Springsteen Private Concert Event in New York City for four including: (a) round-trip coach air transportation for four (4) to New York, NY (the "Destination"), from a major commercial airport in the continental United States, nearest to the 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; (b) two nights tourist class hotel accommodations (two double occupancy rooms and room taxes only); (c) two (2) tickets to the SiriusXM Bruce Springsteen Private Concert Event in New York, NY on Friday, March 9, 2012 (the "**Event**"). (ARV: \$2,500). Travel and hotel accommodations are subject to availability and dates of travel will be March 8, 2012 through March 10, 2012.

Total ARV of all prizes to be awarded: \$4,650.00. Winner and all traveling companions must travel out of the same city and on the same itinerary. Ground transportation to or from the Event or hotel or airport, meals, airline seat upgrade fees, airline flight change fees, airline checked or carry-on baggage fees, additional hotel amenities (e.g. phone calls, spa services, resort fees, pool fees, internet access, salon services, laundry services, pay-per-view charges), travel insurance including for cancellation and interruption, fees and gratuities, excursions and souvenirs, parking fees, tolls, are the responsibility of the winner and traveling companion. Any costs incurred due to changes to the original itinerary (as approved by Sponsor, in Sponsor's sole discretion) are the winner's responsibility. Travel and hotel accommodations are subject to availability. Certain blackout dates and material restrictions may apply. Per hotel policy, winner will be required to present a valid credit card upon check-in at the hotel to cover any incidentals that might be charged to the room. 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. Due to the nature of the Prize, neither Sponsor nor any of the Released Parties are responsible if any Event is cancelled or postponed. If any Event is cancelled, Sponsor's only obligation is to award the other elements of the prize. If selected, if Grand Prize winner is unable to travel on dates specified -- tentatively scheduled for March 8, 2012

- March 10, 2012 -- the selected Grand Prize winner will forfeit the prize and another winner will be selected from among eligible entries received.

Any un-used elements of the Grand 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 your prize. Actual retail value of prize depends upon location of winner and fares at time of departure, among other things.

**ODDS.** Odds of winning a First Prize depend upon the number of eligible entries received during the Entry Period. Odds of winning the Grand Prize are 1:10. This giveaway is being advertised on the radio on E Street Radio Channel on each of SiriusXM Radio Channel 20 and on the internet at [siriusxm.com/estretradio](http://siriusxm.com/estretradio).

**WINNER / SELECTION / AGREEMENTS.** Sponsor will award the First Prizes to a random caller, each of ten (10) times, when prompted and a sounder plays at some point during the each of the Promotion Windows set forth below. All selections of a caller shall be conducted under the supervision of a panel of judges from Sponsor whose decisions are final and binding. Sponsor will award the Grand Prize in a random drawing conducted on or about March 2, 2012 from among all verified First Prize winners. One First Prize winner will be selected during each Promotion Window listed below. All times are ET and approximate:

Monday February 20, 2012 at 10:00 AM  
Tuesday February 21, 2012 at 10:00 AM  
Wednesday February 22, 2012 at 10:00 AM  
Thursday February 23, 2012 at 10:00 AM  
Friday February 24, 2012 at 10:00 AM

Monday February 27, 2012 at 10:00 AM  
Tuesday February 28, 2012 at 10:00 AM  
Wednesday February 29, 2012 at 10:00 AM  
Thursday March 1, 2012 at 10:00 AM  
Friday March 2, 2012 at 10:00 AM

Potential Winners will be notified immediately after being the designated random caller and must then give a postal address, to be used for the purpose of sending the Prize after Sponsor has received a copy of a verifiable identification confirming identity, age, residence, and eligibility. All pronouncements of potential winner status will be awarded as long as there are a sufficient number of eligible entries. The decisions of the Judges shall be final and binding on all matters relating to this giveaway.

Except where prohibited, acceptance of prize constitutes winner's consent, and winner and its 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 giveaway, the Sponsor's web sites, and the Event. Winner and winner's guest will be required to sign and return to Sponsor an Affidavit of Eligibility, Publicity & Liability Release ("Affidavit") and/or IRS Form W-9 (if required by IRS regulations), prior to and as a condition of acceptance of prize, within 24 hours of receipt of notification or prize will be forfeited and an alternate winner selected. Trip winner's guests must also sign and return a liability and publicity release prior to travel. Prize will be awarded within 15 days after receipt

and verification of completed prize notification. If prize notification is undeliverable (e.g. potential winner doesn't answer phone when Sponsor makes attempt to reach them), or if winner cannot be contacted for any reason during the time Sponsor must reach winner, if the Affidavit 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. All travel companions must be at least 18 years old at time of travel.

**PRIVACY NOTICE / MARKETING.** By entering this giveaway, any personal information you submit will be disclosed to the Sponsor and will be used consistent with our privacy policy. Sponsor may use your personal information, including postal and e-mail addresses, to contact you regarding our goods and services and any other offers and/or promotions that we believe might be of interest to you. Be sure to read the SiriusXM Privacy Policy at [www.siriusxm.com](http://www.siriusxm.com).

**GENERAL CAUTION / RELEASE.** Sponsor reserves the right to permanently disqualify any person it believes has intentionally violated these Official Rules. If, in the judges' 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 telephone system malfunction) compromise the integrity of the calls and winner selection, the judges reserve the right to terminate the giveaway and select winners from among all eligible entries received prior to termination. Should the giveaway 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 giveaway is unlawful and subject to legal action by the Sponsor and its agents. Judges' decisions are final in all matters relating to this giveaway. You agree, on your own behalf, and on behalf of your heirs, executors, administrators, legal representatives, successors and assigns ("Releasing Parties"), hereby release, and agree to defend, indemnify, and hold harmless the Sponsor, those working on their respective behalfs, and all other businesses involved in this giveaway (including independent prize vendors/providers), as well as each of their respective employees, officers, directors, agents and representatives, successors and assigns ("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 giveaway or the awarding, acceptance and use or misuse of a prize.

**DISCLAIMER OF LIABILITY.** Sponsor shall not be responsible for (i) any typographical or other error in the publishing or printing of the offer or these Official Rules, administration of the promotion or in the announcement of any prize; (ii) lost, late, misdirected, damaged, illegible or incomplete entries, or postage due mail for your return of Release; (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, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive Entry 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 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 (defined above) 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 promotion, or from the acceptance or use or redemption of any prize, including travel and accommodations provided by independent suppliers (if provided as part of the prize).

**FORCE MAJEURE.** In the event Sponsor and its agents are prevented from continuing with the promotion 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, 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.

**LAW / DISPUTE RESOLUTION.** This giveaway 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 giveaway shall be resolved individually, without resort to any form of class action. Any action or litigation concerning this giveaway 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 GIVEAWAY. 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 list of the winners, available after March 9, 2012, send a stamped, self-addressed envelope (except where prohibited) and a note identifying the name of this promotion, but within 45 days of the above estimated date to the Sponsor at the address set forth below, Attention: Promotions Department/DaveMarshFlyaway.

**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.

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