

# Tracy Morgan "Turn It Funny" 2014 Tour Twitter 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 48 contiguous United States, DC, and Puerto Rico, 18 and older.**

**HOW TO ENTER.** To enter, follow @SiriusXMComedy and tweet with the hashtag #TracyMorganSXM to receive one entry for each complete tweet from 2:00 PM Eastern Time ("ET") on May 7, 2014 to 10:00 AM ET on June 23, 2014 (the aggregated "**Entry Period**" with five different random drawing opportunities (each an "**Entry Period**"). Use of the hashtag constitutes acceptance of these Official Rules. Proof of submission will not be deemed to be proof of receipt. All entries and requests become the property of Sponsor and will not be acknowledged or returned. In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the authorized account holder of the twitter account of the tweet submitted at time of entry. You must have a twitter account or create a twitter account to enter. If you do not have a twitter account, and you would like to create a free twitter account, visit [www.twitter.com](http://www.twitter.com). Only one account per user. Anyone found to be using multiple twitter accounts to enter will be deemed ineligible. Potential winner may be required to show proof of being the authorized account holder of the e-mail address/twitter account associated with the entry. Any entry deemed inappropriate or unsuitable, in sponsor's sole discretion, will be disqualified. Normal Internet access, phone/usage/text message charges imposed by your online/phone/data service provider will apply. All entries become the property of Sponsor. **ENTRANTS MUST REQUEST THEIR SOLE PREFERRED PRIZE EVENT LOCATION AT TIME OF ENTRY BY INCLUDING THE ONE (1) CITY YOU WOULD LIKE TO WIN TICKETS FOR FROM THE FOLLOWING CHOICES: MILWAUKEE, SAN FRANCISCO, SEATTLE, DENVER, CHARLOTTE, WASHINGTON DC, PITTSBURGH, HOUSTON OR AUSTIN.**

For a tweeted entry to be considered complete, (A) it must use hashtag #TracyMorganSXM; (B) it must include the one (1) city you would like to win tickets for from the following choices: Milwaukee, San Francisco, Seattle, Denver, Charlotte, Washington DC, Pittsburgh, Houston or Austin; (C) you must be an @SiriusXMComedy follower, tweet on twitter and have your account setting set to "unprotected" or "public" to receive a direct message; (D) it must be in English and 140 characters or less. Entry will be screened by Sponsor for eligibility. In the event the Sponsor, in its sole discretion, determines that any submission contains content that does not comply with these Official Rules Sponsor reserves the right to disqualify the submission or, if Sponsor determines, edit the content of the submission. All entries must be the sole original work of the entrant. Entry tweets may not contain obscene, profane, lewd, defamatory or inappropriate text; and may not include references to nudity, acts of violence, racist or homophobic comments, acts that appear to cause injury or harm, or acts that are illegal or dangerous as determined in Sponsor's sole discretion. Entries may not contain any third party trademarks or brands and may not contain any materials that violate or infringe (or may be at risk of infringing) any third party rights including without limitation copyright, trademark rights, privacy rights (including portrayal in a false light), publicity rights or other intellectual property rights. Entries should not contain proprietary materials of any entity or person living or deceased. Any entry that

violates these Official Rules or is otherwise objectionable (as determined solely by sponsor) will not be considered and will be disqualified. Automated entries, scripts, macro or robotic entries will be disqualified as will the entrants, and Sponsor reserves the right to terminate this promotion altogether if such automated activities have, in the sole opinion of Sponsor, destroyed the credibility of this promotion.

- **WINNER STATUS IS NOT TRANSFERABLE.**
- **UPON ACCEPTANCE OF PRIZE, ADDITIONAL INSTRUCTIONS WILL BE PROVIDED TO WINNERS VIA EMAIL OR PHONE.**
- **UNAUTHORIZED TICKETHOLDERS WILL BE REFUSED ADMITTANCE TO THE EVENT.**

CHOOSE YOUR PRIZE BASED UPON WHERE YOU WILL BE AT THE TIME OF THE EVENT. All times are Eastern Time ("ET"). ONCE THE DRAWING FOR EACH ENTRY PERIOD HAS PASSED, DO NOT ENTER AN OBSOLETE DATE SELECTION.

Entry Period #1: 2:00 PM on May 7, 2014 to 10:00 AM on May 12, 2014  
Drawing for Entry Period #1: May 12, 2014  
Number of Prizes to be drawn for Entry Period #1: One (1) First Prize  
Date and location of live concert Event for Prize to be drawn:  
Thursday, May 15, 2014 Milwaukee, WI Pabst Theater

Entry Period #2: 2:00 PM on May 7, 2014 to 10:00 AM on May 27, 2014  
Drawings for Entry Period #2: May 27, 2014  
Number of Prizes to be drawn for Entry Period #2: Three (3) First Prizes  
Date and location of live concert Event for Prizes to be drawn:  
Thursday, May 29, 2014 San Francisco, CA Palace of Fine Arts  
Saturday, May 31, 2014 Seattle, WA Neptune Theater  
Sunday, June 01, 2014 Denver, CO Paramount Theatre

Entry Period #3: 2:00 PM on May 7, 2014 to 10:00 AM on June 4, 2014  
Drawing for Entry Period #3: June 4, 2014  
Number of Prizes to be drawn for Entry Period #3: One (1) First Prize  
Date and location of live concert Event for Prize to be drawn:  
Saturday, June 07, 2014 Charlotte, NC Fillmore

Entry Period #4: 2:00 PM on May 7, 2014 to 10:00 AM on June 16, 2014  
Drawings for Entry Period #4: June 16, 2014  
Number of Prizes to be drawn for Entry Period #4: Two (2) First Prizes  
Date and location of live concert Event for Prizes to be drawn:  
Thursday, June 19, 2014 Washington DC Warner Theatre  
Saturday, June 21, 2014 Pittsburgh, PA Carnegie Music Hall of Homestead

Entry Period #5: 2:00 PM on May 7, 2014 to 10:00 AM on June 23, 2014  
Drawings for Entry Period #5: June 23, 2014  
Number of Prizes to be drawn for Entry Period #5: Two (2) First Prizes  
Date and location of live concert Event for Prizes to be drawn:  
Thursday, June 26, 2014 Houston, TX House of Blues  
Saturday, June 28, 2014 Austin, TX Paramount Theatre

**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 to legal residents of the U.S.A., the District of Columbia, or 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 play in the aforementioned areas only and shall only be construed and evaluated according to United States law. Do not enter this sweepstakes if you are not located in the 48 contiguous United States, D.C., or Puerto Rico. 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 PRIZE WINNERS, 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, Live Nation, or their respective subsidiaries, affiliates, Trustees, advertising and promotion agencies, retailers or distributors, and members of their immediate family (e.g., spouses, domestic partners, 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 whom 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 twitter 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 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.

**SPECIAL PUBLICITY NOTICE.** By entering this sweepstakes 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 sweepstakes, if you are selected as a finalist or a 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 of the above, Sponsor has no obligation to do any of it. See more details at "Winner / Selection / Agreements" below.

**PRIZE:** Nine (9) Prizes, each consisting of: two (2) tickets to see Tracy Morgan perform live at one pre-selected live concert venue in 2014 (each, an "**Event**"). Each Prize winner will be determined in a random drawing from among all entries received during that particular Entry Period. Entrants must request their sole preferred Event location and date at time of entry. TRANSPORTATION TO AND FROM EACH EVENT IS NOT INCLUDED AND WINNERS WILL BE SOLELY RESPONSIBLE. (Approximate Retail Value (ARV) of each prize: \$70.00). (Total ARV of all prizes to be awarded: \$630.00)

**Event locations, all in 2014:**

Thursday, May 15, 2014	Milwaukee, WI	Pabst Theater
Thursday, May 29, 2014	San Francisco, CA	Palace of Fine Arts
Saturday, May 31, 2014	Seattle, WA	Neptune Theater
Sunday, June 01, 2014	Denver, CO	Paramount Theatre
Saturday, June 07, 2014	Charlotte, NC	Fillmore
Thursday, June 19, 2014	Washington DC	Warner Theatre
Saturday, June 21, 2014	Pittsburgh, PA	Carnegie Music Hall of Homestead

Thursday, June 26, 2014	Houston, TX	HOB
Saturday, June 28, 2014	Austin, TX	Paramount Theatre

All other expenses not mentioned herein, including without limitation, transportation, meals, accommodations and amenities, fees and gratuities, are the responsibility of the winners. 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. **DATES AND LOCATION OF EVENTS ARE SUBJECT TO CHANGE AND ARE NOT THE RESPONSIBILITY OF SPONSOR.**

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.

**ODDS.** Odds of winning depend upon the number of eligible entries received during each Entry Period. This sweepstakes is being advertised (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 channel pages at [www.siriusxm.com](http://www.siriusxm.com) and by Sponsor on various social networking sites, and (3) by unsponsored and sponsored members of the public in social media and online communities.

**WINNER SELECTION.** Winners will be determined in random drawings, following the end of each Entry Period from among all eligible entries received. Prize Winners will be notified by email or telephone, following verification of eligibility.

**REQUIRED AGREEMENTS OF WINNERS.** Except where prohibited, all winners consent to allow Sponsor, and its promotional agents to use their name, likeness, photo (if any), 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 this promotion.

By participating in the Tracy Morgan "Turn It Funny" 2014 Tour Twitter Giveaway, you agree to the [Twitter Terms of Service](#).

If you are chosen as a potential Prize winner, you will be notified by Twitter direct message, email and or telephone of your potential winner status and supplying you with required documents (if any). Potential Prize winners must give Sponsor notification of prize acceptance within 24 hours of receipt of notification or prize will be forfeited and an alternate winner selected. Winners (and guests, if any) will be required to sign an Affidavit of Eligibility, Publicity & Liability Release ("Release"), at the event (if requested by Sponsor).

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 required documents (if any) 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 from the remaining eligible entries.

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

BY SUBMITTING YOUR ENTRY, YOU ARE GRANTING TO SPONSOR AND ITS PROMOTIONAL AGENTS A ROYALTY-FREE RIGHT AND LICENSE TO USE YOUR ENTRY MATERIAL, IN WHOLE OR IN PART, IN PERPETUITY, THROUGHOUT THE UNIVERSE, IN ANY AND ALL MEDIA NOW KNOWN OR HEREAFTER DEvised.

**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 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 drawing, or if technical difficulties or technical corruption (including a computer virus or system malfunction) compromise the integrity of the drawing, Sponsor reserves the right to terminate the sweepstakes and select winners 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. 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, Live Nation, those working on their respective behalves, Facebook, 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 ("**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.** Sponsor 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,

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 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 (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 sweepstakes, or from the acceptance or use or redemption of any prize, including travel and accommodations provided by independent suppliers. 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, 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.

**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 June 23,2014, send a stamped, self-addressed envelope (except where prohibited) and a note identifying the name of this sweepstakes, but within 45 days of the above date to the Sponsor at the address set forth below, Attention: Promotions Department/Tracy Morgan Tour Twitter Giveaway.

**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. This promotion may be advertised on Facebook but this promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook.

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