

SiriusXM Presents Cousin Brucie's Palisades Park Reunion II On-Air Sweepstakes

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 active SiriusXM subscribers (self-paid or an introductory trial)
continuously since May 1, 2014 while meeting other geographical Conditions of Entry, who
are at least 18 years of age at time of Entry.**

HOW TO ENTER. This promotion starts at 5:00 PM Eastern Time ("ET") on May 14, 2014 and ends at 9:00 PM ET on June 18, 2014 (the "**Entry Period**"). You can only enter by calling the toll-free telephone number announced on-the-air during Cruisin' with Cousin Brucie airing each Wednesday from 5:00 PM ET until 9:00 PM ET and Cousin Brucie's Saturday Rock and Roll airing each Saturday from 8:00 PM ET until 12:00 MIDNIGHT ET on 60s on 6 SiriusXM channel, when any channel prompts you to call in by an on-air announcement aired on select channels on SiriusXM. All Entries become the property of Sponsor. **LIMIT ONE PRIZE PER SUBSCRIBER AND ONE PER HOUSEHOLD, REGARDLESS OF THE NUMBER OF SIRIUS OR XM ACCOUNTS YOU MAY HAVE OR THE NUMBER OF TIMES YOU MAY BE THE DESIGNATED CALLER DURING THE ENTRY PERIOD.**

CONDITIONS OF ENTRY / ELIGIBILITY TO WIN. IN THE EVENT OF A DISPUTE OVER THE IDENTITY OF AN ENTRANT: ENTRY IS REQUIRED TO BE MADE IN PERSON BY THE BILLING PARTY ON THE SIRIUSXM ACCOUNT AT TIME THE CALL IS ANSWERED ON-THE-AIR AT SIRIUSXM. Entrants agree to abide by the terms of these Official Rules and by the decisions of Sponsor which are final. This promotion is open only to individuals who meet **ALL** of the following qualifications: (i) a legal resident of the 48 contiguous United States or the District of Columbia; or if a legal resident of Alaska or Hawaii, has a standalone SiriusXM Internet Radio subscription; or if a legal resident of Puerto Rico, has a Sirius Satellite radio subscription; (ii) has been an ACTIVE SIRIUSXM SUBSCRIBER, WITH EITHER A SELF-PAID OR AN INTRODUCTORY TRIAL SUBSCRIPTION IN SPONSOR'S DATABASE CONTINUOUSLY SINCE AT LEAST MAY 1, 2014; and (iii) is at least 18 years of age at time of entry; except wherever prohibited or restricted by law. Do not enter this promotion if you do not meet all of the above qualifications. By participating in the promotion you 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 by entering this promotion, you grant to the Sponsor, a royalty-free right and license to use your name, identity, description of prize won, hometown and likeness, if applicable, in perpetuity, throughout the universe, in any and all media now known or hereafter devised, for the sole purpose of advertising and promoting, or reporting and editorializing upon this promotion. Employees of the Sponsor, State Fair Meadowlands, or their respective subsidiaries, affiliates, advertising and promotion agencies, retailers or distributors, and members of their immediate family (e.g., spouses, parents, domestic partners, 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 multiple submissions 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 promotion. This promotion 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.

PRIZES. Fifty-five (55) Prizes will be awarded throughout the Entry Period. Each prize consists of two (2) tickets to the State Fair Meadowlands on Saturday, June 21, 2014 and reserved seating for SiriusXM Presents Cousin Bruce's Palisades Park Reunion on June 21, 2014 at the State Fair Meadowlands in East Rutherford, NJ (the "**Event**"). (Approximate Retail Value (ARV): \$20). (Total ARV: \$1,100.)

TRANSPORTATION TO AND FROM THE EVENT IS NOT INCLUDED AND WINNERS WILL BE SOLELY RESPONSIBLE FOR ALL TRAVEL AND ACCOMMODATIONS IN EAST RUTHERFORD, NJ. Date and location of the 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 the other elements of the prize. If selected, if a Prize winner is unable to attend the Event on dates required the selected Prize winners will forfeit the prize and another winner will be selected from among eligible entries received. 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 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 depend upon the number of eligible entries received during the 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, (3) by unsponsored and sponsored members of the public in social media and online communities, and possibly (4) via the SiriusXM Highlights e-newsletter that is delivered to a minimum of approximately seven (7) million email addresses.

WINNER / SELECTION / AGREEMENTS. The winner will be determined as the random caller based on the announcement made on-air on SiriusXM during the entry period. Winner must give a valid email address and phone number where notification of potential winner status and required documents can be sent. **TIME IS OF THE ESSENCE IN COOPERATING WITH SPONSOR IN COMPLETING WINNER DOCUMENTATION, DETERMINING ELIGIBILITY, AND COORDINATING PRIZE FULFILLMENT FOR THE EVENT ON JUNE 21, 2014.** 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 sweepstakes, the Sponsor's web sites, and the Events. Winner and winner's guest(s) 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. Prize will be awarded after receipt and verification of completed prize notification and eligibility. If prize notification is undeliverable, 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.

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.

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 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, 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. Any attempt to deliberately damage the content or operation of this call-in/on-the-air sweepstakes 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, those working on its behalf, State Fair Meadowlands, 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 (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. 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 telephone lines, 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. 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 19, 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/Palisades Park II Call-In.

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