

## SiriusXM's The Genius of Miles Davis Sweepstakes

### OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**OPEN ONLY TO ACTIVE SIRIUSXM SUBSCRIBERS (SELF-PAID OR AN INTRODUCTORY TRIAL) CONTINUOUSLY SINCE FEBRUARY 1, 2021 WHILE MEETING OTHER CONDITIONS OF ENTRY (SEE OFFICIAL RULES), AND WHO 18 YEARS OF AGE OR OLDER AT TIME OF ENTRY. 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 to complete our online entry form between 3:00 PM Eastern Time ("ET") on February 15, 2021 and 3:00 AM ET on March 2, 2021 (the "**Entry Period**"). You can only enter this Sweepstakes by online entry. Successful submission of all required information shall be considered an "**Entry**." 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. **LIMIT ONE ENTRY PER PERSON AND ONE PER HOUSEHOLD:** 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 48 contiguous United States or the District of Columbia; or if a legal resident of Alaska or Hawaii, has a standalone SiriusXM streaming 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 FEBRUARY 1, 2021; and (iii) is 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.

By participating in the Sweepstakes, you: (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 winner, and you 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, Sony Music, or 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. 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 potential winner, you grant to Sponsor, Sony Music, and their 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.** One (1) Grand Prize will be awarded to one winner using the selection process described below and satisfaction of eligibility requirements set forth above, consisting of:

- (a) One (1) Genius of Miles Davis Trumpet Case Box Set, Approximate Retail Value ("ARV"): \$749;
- (b) One (1) Miles Davis Boxing Robe (ARV: \$149);
- (c) One (1) Vinyl copy of each of the following Miles Davis albums (ARV: \$302):
  - Birth of the Cool
  - Steamin'
  - Workin'
  - Relaxin'
  - Cookin'
  - Kind of Blue
  - Porgy and Bess
  - Milestones
  - Miles Smiles
  - Sketches of Spain
  - In A Silent Way
  - Bitches Brew
  - Tutu

Aggregate ARV of all prizes is \$1,200.

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 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 awarded.

**PRIZE IS NON-TRANSFERABLE AND MAY NOT BE SOLD OR TRANSFERRED.** In no event shall more than the number of stated prizes be awarded. ALL PRIZES WILL BE AWARDED AS LONG AS THERE ARE A SUFFICIENT NUMBER OF ELIGIBLE ENTRIES.

**ODDS.** Odds of winning depend upon the number of eligible entries received 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 13,000,000 email addresses.

**WINNER / SELECTION / AGREEMENTS.** The winner will be determined in a random drawing to be held by Sponsor on or about **March 04, 2021**, following the close of the Entry Period from among all eligible entries received. Sponsor decisions are final and binding. Selected winner will be notified by email and must respond within **one (1) business day**. Except where prohibited, acceptance of 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, in connection with Sponsor, this Sweepstakes, the Sponsor's web sites, and the Events. Winner 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 one (1) business day of receipt of notification or prize will be forfeited and an alternate winner selected. Prize will be awarded approximately 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 email within the time specified or if the potential winner cannot be contacted for any reason, including an invalid email address, during the time Sponsor must reach, 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 winner 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).

**SONY MUSIC:** Upon entering this sweepstakes, you will have an additional opportunity to opt-in to receive communications, including information and special offers from Sony Music. If you opt-in to this opportunity, you agree that your personal information will be collected by Sponsor, given to Sony Music, and will be used by Sony Music subject to Sony Music's Privacy Policy. Be sure to read Sony Music's [Privacy Policy](#).

**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 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. 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, Sony Music and those working on their respective behalves, 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.** 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.

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.

**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, 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. IN THE EVENT THAT AN EVENT IS CANCELLED, SPONSOR'S ONLY OBLIGATION IS TO AWARD THE REMAINING ELEMENTS OF THE PRIZES DESCRIBED ABOVE.

**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 winner, available after **March 15, 2021** ("**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/Miles Davis.

**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, or administered by, or associated with, Facebook.

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