

# **Panic! At the Disco 2019 Tour Row-A-Show 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 legal residents of the United States and Puerto Rico,  
18 and older.

### **TRANSPORTATION WILL NOT BE PROVIDED IN CONNECTION WITH PRIZE.**

**How To Enter.** To enter, go to [www.siriusxm.com](http://www.siriusxm.com), find and follow the advertisement to fill out our online entry form from 10:00 AM Eastern Time ("ET") on October 10, 2018 to 3:00 AM ET on January 2, 2019 (the "**Entry Period**"). You can only enter this sweepstakes by online 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.

ENTRANTS MUST REQUEST THEIR SOLE PREFERRED PRIZE EVENT LOCATION (AND DATE, IF APPLICABLE) AT TIME OF ENTRY.

TRANSPORTATION TO AND FROM THE EVENT WILL NOT BE INCLUDED IN ANY PRIZES AND WINNERS WILL BE SOLELY RESPONSIBLE FOR TRAVEL AND TRANSPORTATION. FOR THIS REASON, ENTRANTS ARE STRONGLY ENCOURAGED TO CHOOSE A CONCERT DATE BASED UPON SAID ENTRANT'S LOCATION AT THE TIME OF THE EVENT.

**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. and 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 United States 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 a winner, and you have won any prize valued at over \$600 from Sponsor within the last six (6) months from the start of the Entry Period, you will agree to forfeit winner status to the next eligible entrant in the drawing.

Employees of Sponsor, CRUSH MUSIC, AEG Live, 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 through the use of 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, CRUSH MUSIC, AEG Live, and their respective 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, CRUSH MUSIC, AEG Live, 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 of the above, Sponsor has no obligation to do any of it. See more details at “WINNER / SELECTION / AGREEMENTS” below.

**PRIZES.** Twenty-seven (27) Prizes, each consisting of ten (10) tickets seated together to see Panic! At the Disco LIVE on Tour at one pre-selected live concert venue in 2019 (the “**Event**”). Entrants must request their sole preferred Event location and date at time of entry. TRANSPORTATION TO AND FROM THE EVENT IS NOT INCLUDED AND WINNERS WILL BE SOLELY RESPONSIBLE. (Approximate Retail Value (“ARV”) of each Prize: \$530.00.) (Total ARV of all prizes to be awarded: \$14,310.00.)

Event dates all in 2019:

Date	City	Venue
1/10	Buffalo, NY	KeyBank Center
1/13	Manchester, NH	SNHU Arena
1/15	Albany, NY	Times Union Center
1/16	Brooklyn, NY	Barclays Center
1/18	Newark, NJ	Prudential Center
1/19	Providence, RI	Dunkin’ Donuts Center
1/20	Washington, DC	Capital One Arena
1/22	Charlotte, NC	Spectrum Center
1/23	Charlottesville, VA	John Paul Jones Arena
1/25	Nashville, TN	Bridgestone Arena
1/26	Cincinnati, OH	U.S. Bank Arena
1/27	Milwaukee, WI	Fiserv Arena
1/29	Grand Rapids, MI	The Van Andel Arena
1/30	Cleveland, OH	Quicken Loans Arena
2/1	Omaha, NE	CHI Health Center Omaha
2/2	Kansas City, MO	Sprint Center
2/4	Rosemont, IL	Allstate Arena
2/5	Saint Louis, MO	Enterprise Center
2/6	Memphis, TN	FedExForum

2/8	Austin, TX	Frank Erwin Center
2/9	New Orleans, LA	Smoothie King Center
2/12	Albuquerque, NM	Tingley Coliseum
2/14	Anaheim, CA	Honda Center
2/15	Inglewood, CA	The Forum
2/16	San Diego, CA	Valley View Casino Center
2/19	Oakland, CA	ORACLE Arena
2/20	Sacramento, CA	Golden 1 Center

All other expenses specifically not mentioned herein, including without limitation, ground 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. **WINNER SHALL HAVE NO RIGHT TO SELL ANY OF THE PRIZE TICKETS;** IF SPONSOR DISCOVERS THAT ANY TICKET WAS SOLD, WINNER SHALL BE SUBJECT TO LEGAL ACTION. In no event shall more than the number of stated prizes be awarded. All prizes will be awarded. **DATES AND LOCATION OF EVENTS ARE SUBJECT TO CHANGE AND ARE NOT THE RESPONSIBILITY OF SPONSOR.**

**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 channel pages at [www.siriusxm.com](http://www.siriusxm.com), (3) on Facebook and possibly 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 9,650,000 email addresses.

**WINNER / SELECTION / AGREEMENTS.** Each winner will be determined in a random drawing, from among all entries received during the Entry Period, to be held on or about January 2, 2019 following the close of the Entry Period. The drawing of each winner will be under the supervision of an independent panel of judges from Sponsor whose decisions are final and binding. Selected winners will be notified by telephone and **must respond within one (1) business day** to give a valid email address where notification of potential winner status and required documents can be sent. Except where prohibited, acceptance of prize constitutes winner's consent -- and winner and each of its guests will be required to sign a release -- to allow Sponsor and its promotional agents to use winner's and each 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 one (1) day of receipt** of notification or prize will be forfeited and an alternate winner selected. Winner's guests must also each sign and return a liability and publicity release (where permitted by law) prior to concert. 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 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.

**DAY OF EVENT: WINNERS AND GUESTS AGREE TO ABIDE BY ALL VENUE POLICIES.** SPONSOR AND CRUSH MUSIC, AEG LIVE, AND THEIR AGENTS, INCLUDING VENUE PERSONNEL, EACH RESERVE THE RIGHT, IN THEIR SOLE DISCRETION, TO REMOVE OR TO DENY ENTRY, OR REVOKE FULL OR PARTIAL PRIZE, TO ANY WINNER AND/OR GUEST WHO IS INTOXICATED, IS A SAFETY RISK, WHO HAS VIOLATED ANY VENUE POLICY OR LAW, OR ENGAGES IN A DISRUPTIVE MANNER, OR WITH INTENT TO ANNOY, ABUSE, THREATEN OR HARASS ANY OTHER PERSON AT THE EVENT, INCLUDING EMPLOYEES AND OTHER REPRESENTATIVES OF SPONSOR, CRUSH MUSIC, AEG LIVE, OR THE VENUE.

**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 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 or 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 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, CRUSH MUSIC, AEG Live, 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 (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.** 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, 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 winners, available after January 2, 2019 ("**Winners List Date**"), send a stamped, self-addressed envelope (except where prohibited) and a note identifying the name of this sweepstakes, but within 45 days after the Winners List Date to the Sponsor at the address set forth below, Attention: Promotions Department/Panic! At the Disco 2019 Row-A-Show Sweeps.

**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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