# SiriusXM and Pandora Present: PopRocks the Holidays Sweepstakes

### **OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. WINNER AND GUEST MUST FOLLOW AND COMPLY WITH ALL EVENT VENUE POLICIES, WHICH MAY CHANGE AT ANY TIME WITHOUT NOTICE.

MUST BE 21 YEARS OF AGE OR OLDER AT TIME OF ENTRY. U.S. LAW GOVERNS. VOID WHERE PROHIBITED BY LAW.

**ENTRY PERIOD**. The SiriusXM and Pandora Present: PopRocks the Holidays Sweepstakes ("**Sweepstakes**") begins at 10:00 a.m. Eastern Time ("**ET**") on November 12, 2025 ("**Start Date**"), and ends at 1:00 p.m. ET on December 1, 2025 ("**End Date**") (the "**Entry Period**").

#### **How To Enter.**

## 1. If you have a SiriusXM Subscription:

If you have a SiriusXM subscription including a trial subscription, you can enter this Sweepstakes by going to www.siriusxm.com/PopRocksHolidays and completing our SiriusXM subscriber online entry form.

Entries submitted through the SiriusXM subscriber online form will be verified and disqualified if you are not a subscriber as of the date of your entry.

## 2. To enter without a SiriusXM Subscription:

To enter without a SiriusXM subscription, visit https://www.siriusxm.com/PopRocksSurvey and follow the on-screen instructions to register and complete the survey to submit your during the Entry Period (a "Online Entry").

Successful submission of all required information via either method shall be considered an "Entry" and the person submitting the Entry, the "Entrant." 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 1 ENTRY PER PERSON REGARDLESS OF ENTRY METHOD. Entries submitted by a single person in excess of the limit shall render all such person's entries void and ineligible. In the event of a dispute over the identity of an 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. Entries that are incomplete, lost, late or corrupted are void and will not be eligible.

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) is a legal resident of the United States, the District of Columbia, or Puerto Rico; (ii) is at least 21 years of age at time of entry; and (iii) has not won any prize valued at over \$600 from Sponsor within the last twelve (12) months prior to the start of the Sweepstakes Period. 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.

Employees of Sponsor and each of their respective subsidiaries, affiliates, contractors, advertising and promotion agencies, retailers and distributors and each of their immediate family members (e.g., spouses, domestic partners, parents, children, siblings) of employees of Sponsor are not eligible to win.

By participating in the Sweepstakes, Entrants 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. This Sweepstakes is subject to all applicable federal, state, and local laws and regulations.

**SPECIAL PUBLICITY NOTICE.** If you are selected as a potential winner, you grant to Sponsor and the Released Parties (defined below) 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 (1) winner using the selection process described below and satisfaction of the eligibility requirements set forth above, consisting of:

- Round-trip coach air transportation for winner and one guest to New York, NY (the "Destination") from the major commercial airport in the continental United States nearest to 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;
- Two (2) nights hotel accommodation in New York, NY (one room double occupancy; room and tax only), checking in Monday, December 8, 2025 and checking out Wednesday, December 10, 2025; and
- Two (2) tickets to SiriusXM and Pandora Present: PopRocks the Holidays scheduled for Tuesday, December 9, 2025, at Hammerstein Ballroom in New York, NY (the "Event").

Approximate Retail Value\* of the Prize: \$3,000.

All expenses not specifically mentioned herein, including without limitation, ground transportation, transfers, hotel amenities, fees and gratuities, meals, airline change fees, airline premium seat fees, TSA and international air fees, airline baggage fees (both checked and carry on), personal expenses such as meals, photos, souvenirs, and passport fees, are the responsibility of the winner and guest. Travel and hotel accommodations are subject to availability. Certain blackout dates and material restrictions may apply. 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, or not award, the other elements of the prize, in its sole discretion. Event tickets are subject to certain terms and conditions as specified by the ticket issuer. Winner agrees that the tickets are awarded pursuant to a revocable, nontransferable license that is personal to the winner and may not be sold, resold, auctioned, bartered, assigned, exchanged, placed in commerce, transferred, given away, donated, or otherwise conveyed. Winner and guest must comply with all Sponsor's, venue and event rules, including execution of all required releases (if applicable). Failure to do so may result in forfeiture of such portion(s) of the Prize. If the winner is unable to travel on the dates required, the selected winner will forfeit the Prize and another winner will be

selected from among eligible Entries received. Winner and guest must travel on same itinerary. No prize substitution, cash substitution, 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 are intended to 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, or possession of the Prize are the sole responsibility of the winner. Winner will receive an IRS Form 1099 for the actual value of the Prize awarded. \*Actual retail value of the Prize depends upon the location of the winner and fares to/from Destination at time of departure. Sponsor reserves the right to deliver the tickets in person to winner and their guest and may require winner and guest to present government issued photo identification in order to receive the Event tickets at the Event itself. Sponsor may also escort winner and their guest to their seats.

**Opps.** Odds of winning depend upon the number of eligible Entries received during the Entry Period.

WINNER / SELECTION / AGREEMENTS. One (1) Grand Prize winner will be determined in a random drawing to be held on or about **December 1, 2025** from among all eligible entries received under the supervision of Sponsor whose decisions are final and binding in all respects. Selected Grand Prize winner will be notified by telephone using information provided at time of entry and if a selected winner does not answer the call, a message will be left, and the selected winner must respond back to Sponsor within six (6) hours from the time of the message is left to give a valid email address where notification of potential winner status and required documents as described below can be sent. Except where prohibited, acceptance of prize constitutes winner's consent, and winner and quest will be required to sign a release, to allow Sponsor and the Released Parties to use winner's and winner's quest'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. Winner will be required to sign and return to Sponsor a Declaration of Eligibility, Publicity & Liability Release ("Declaration") (unless prohibited) 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 THE DATE OF THE NOTIFICATION or prize will be forfeited and an alternate winner selected. Winner's quest must also sign and return a liability and publicity release (unless prohibited) prior to travel. Prize will only be awarded 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 Declaration 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. Guest must be at least 21 years old at time of travel.

SPECIAL NOTICE REGARDING TRAVEL AND EVENT ATTENDANCE: WINNER AND GUEST ARE RESPONSIBLE FOR STAYING INFORMED OF AND ABIDING BY ALL LOCAL LAWS AND TRAVEL AND EVENT VENUE RULES AND POLICIES. SPONSOR, THE APPLICABLE TRAVEL AIRLINE, EVENT PERSONNEL AND STAFF AND THEIR RESPECTIVE AGENTS, EACH RESERVE THE RIGHT, IN THEIR SOLE DISCRETION, TO REMOVE OR TO DENY TRAVEL, OR REVOKE ACCESS TO THE EVENT, TO WINNER AND/OR GUEST WHO DOES NOT COMPLY WITH ANY OF THE AFOREMENTIONED RULES, IS INTOXICATED, PRESENTS A SAFETY RISK, ENGAGES IN DISRUPTIVE BEHAVIOR, OR ACTS WITH THE INTENT TO ANNOY, ABUSE, THREATEN, OR HARASS ANY OTHER PERSON. HEALTH PROTOCOLS MAY CHANGE AT ANY TIME AND SPONSOR, EVENT VENUE, AND TALENT HAVE NO OBLIGATION OR RESPONSIBILITY TO ANY PERSON WHO IS UNABLE TO COMPLY WITH ANY UPDATED REQUIREMENTS, IS DENIED ENTRY, OR WHO MAY BE REMOVED FROM THE EVENT.

**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 Sweepstakes will cause you to receive emails related only to this Sweepstakes.)

<u>Special Note</u>: 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. Be sure to read the SiriusXM Privacy Policy at <u>www.siriusxm.com/privacy</u>.

**GENERAL CAUTION / RELEASE.** Sponsor reserves the right to permanently disqualify any person it believes has 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. 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 (collectively the "Releasing Parties") to hereby release, defend, indemnify, and hold harmless the Sponsor and those working on their respective behalf, and all other businesses involved in this Sweepstakes (including prize vendor or provider, talent, or Event venue), 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, use, or misuse of a prize, including travelling to and attendance at the Event.

**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. Facebook, Instagram, TikTok or any other platform in which the Sweepstakes is advertised is not a sponsor or endorser of any Sweepstakes.

You agree that the Released Parties shall not be liable for any injury, including illness, death, loss, or damage of any kind caused or claimed to be caused, by participation in this Sweepstakes, or from the acceptance, use, or redemption of any prize, including travelling to and attendance at the Event.

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, virus, 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. IF THE EVENT IS CANCELLED OR TRAVEL TO THE DESTINATION IS IN ANY WAY DELAYED OR CANCELLED, SPONSOR'S ONLY OBLIGATION IS TO AWARD, OR NOT AWARD, THE REMAINING ELEMENTS OF THE PRIZES DESCRIBED ABOVE, IN ITS SOLE DISCRETION, WITH NO ALTERNATIVE COMPENSATION TO THE WINNER AND GUEST.

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 a copy of the winner(s) list, send a stamped, self-addressed envelope (except where prohibited) and a note identifying the name of this Sweepstakes within 45 days after the End Date of the Sweepstakes to Sirius XM Radio LLC, 1221 Avenue of the Americas, 35th Floor, New York, New York 10020, Attention: Promotions Department/ SiriusXM PopRocks the Holidays Sweepstakes.

**SPONSOR.** Sirius XM Radio LLC, 1221 Avenue of the Americas, 35<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<sup>®</sup>. Inquiries regarding the promotion must be directed to Sponsor.

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