

All Request Live from Home with Dave Matthews Contest

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. U.S. LAW GOVERNS. VOID WHERE PROHIBITED BY LAW.

- 1. ENTRY PERIOD:** The entry period for the All Request Live from Home with Dave Matthews Contest (the "**Contest**") begins at 12:00 PM Eastern Time (ET), on March 15, 2021 ("**Start Date**") and continues until 12:00 PM ET on March 26, 2021 (the "**Entry Period**").
- 2. ELIGIBILITY:** The Contest is open only to legal residents of the fifty (50) United States (including the District of Columbia) and Puerto Rico who are at least 18 years of age as of the Start Date (except in the case of legal residents of certain states where the legal age of majority is greater than eighteen (18) years of age, such legal age of majority); except wherever prohibited or restricted by law. Employees of SiriusXM Radio Inc., Red Light Management, or any of their parent companies, subsidiaries, affiliates or advertising or promotion agencies or any other entity involved in the marketing or promotion of the Contest, or a member of the immediate family or household (whether or not related) of any such employee, are not eligible. Eligibility determinations will be made by Sponsor in its discretion and will be final and binding. A person who satisfies all eligibility requirements as set forth in these Official Rules to Sponsor's satisfaction shall be considered an "**Entrant**."
- 3. HOW TO ENTER:** During the Entry Period, Entrants may enter this Contest by creating a video up to 30-seconds in length stating which Dave Matthews song changed Entrant's life and why they want Dave Matthews to play it ("**Submission**"). Entrants must then send the Submission via email with the subject line "All Request Live Contest" to DMBRadio@siriusxm.com. All Submissions must comply with the Submission Guidelines in Section 4, below. Completion of the foregoing shall be considered an "**Entry**." Submitting an Entry during the Entry Period constitutes acknowledgement of and consent to these Official Rules. Each Submission must be original and unique and must be submitted only once. If a particular Submission is submitted more than once, Sponsor shall have the right to disqualify all Entrants who submitted the duplicative Submission, to accept only the first Submission of the Submission, or to take such other action as it deems appropriate in its discretion. All entries must be completed prior to the conclusion of the Entry Period. Data rates and charges, if any, charged by the Entrant's Internet or mobile service provider are the sole responsibility of the Entrant. All Entries are subject to verification at any time. Proof of Submission does not constitute proof of entry. Sponsor will have the right, in its discretion, to require proof of identity and/or eligibility (including, without limitation, government-issued photo identification). Failure to provide such proof to the satisfaction of Sponsor in a timely manner may result in disqualification.
- 4. SUBMISSION GUIDELINES:** Each Submission must: (a) be original and have been created solely by the Entrant; (b) not violate or infringe upon the rights of any third party, including without limitation any copyright, trademark or right of privacy or publicity, or be unlawful, in

violation of or contrary to any applicable law or regulation, or contain any material the use of which by the Licensees (as defined in Section 8) as permitted pursuant to these Official Rules would require a license or permission from or payment to any third party; (c) not previously have been (i) submitted in connection with any sweepstakes or contest, (ii) published for commercial purposes, or (iii) won any award; (d) be truthful and accurate; (e) not be disparaging, defamatory, threatening, indecent, violent, obscene or offensive, or promote a political agenda, violence, bigotry or discrimination; and (f) not contain any material that Sponsor, in its sole discretion, deems inappropriate for public dissemination. By submitting a Submission, Entrant, represents and warrants that the Entrant has complied with all the foregoing requirements. Sponsor reserves the right in its sole discretion to disqualify any Submission it determines does not comply with these guidelines or to require the Entrant to make such changes to any Submission as are necessary to make it compliant.

5. SELECTION OF WINNERS: At the conclusion of the Entry Period, eight (8) Winners ("**Winners**") will be selected by judges designated by Sponsor (the "**Judges**") from among all Entries validly entered into the Contest, by applying the following criteria (the "**Judging Criteria**"): Originality, detail and creativity. The odds and chances of being selected as a Winner will depend on the number and quality of Submissions validly entered into the Contest during the Entry Period. All Judges' decisions will be in their sole discretion and final in all respects and not subject to challenge or review.

6. WINNER VERIFICATION: Winners will be notified by Sponsor on or about April 4, 2021 by email using the email address used to submit the entry. Each Winner is subject to verification of eligibility. Sponsor will have the right to require that each such person complete and return to Sponsor an Affidavit of Eligibility/Release of Liability and, if legally permissible, a Publicity Release, and any other documentation provided by Sponsor in connection with verification of the Winner's eligibility and confirmation of the releases, ownership terms and grant of rights set forth in these Official Rules ("**Verification Documents**"). Winners must respond to Sponsor's initial notification attempt within forty-eight (48) hours of the notification attempt and complete and return to Sponsor any required Verification Documents within twenty-four (24) hours after the Verification Documents are provided to them. If (a) any attempted notification is returned as undeliverable, or (b) any Winner (i) fails to respond to any notification attempt within the time period indicated above, (ii) fails to complete and return any required Verification Documents within the time period indicated above, or (iii) does not meet the eligibility requirements set forth in Section 2 or does not otherwise comply with these Official Rules, that person may be disqualified and an alternate winner may or may not, at Sponsor's discretion, be selected from among the remaining eligible Entries as specified in these Official Rules (in which case the foregoing provisions will apply to such newly-selected Entrant). Verification of each Winner's eligibility may include, without limitation, a background investigation, and the Winner consents to the conduct of a background investigation (which may include a review of criminal records) on the Winner and agrees to supply any authorizations or permissions deemed necessary by Sponsor in connection with any such investigation. Each Winner represents that they will provide accurate and truthful information in connection with eligibility verification. If Sponsor conducts a background investigation on a Winner and determines in its sole discretion that awarding a

prize to them, publicizing any facts or details about the Winner or an association of such person with Sponsor or the Contest might reflect negatively on Sponsor and/or its products or services or the Contest, Sponsor will have the right in its discretion to disqualify the Winner and select an alternate winner, as applicable.

7. **PRIZE:** Eight (8) prizes will be awarded, one to each Winner based on their Submission and satisfaction of the eligibility requirements set forth in Section 6, above. Each prize shall consist of Dave Matthews responding to the Winners' Submission and performing the song requested by the Winner in his/her/their submission from his home. The audio of Mr. Matthew's performance will be available on the Sponsor's Dave Matthews Channel starting April 16, 2021 as part of the All Request Show (the "**Prize**").

Mr. Matthews is scheduled to provide a pre-recorded version of the winning songs, but may be prevented in doing so due to circumstances beyond his control. In such event, Sponsor and Mr. Matthews reserve the right (but not the obligation) to secure another person or song in his place. Each Prize has no retail value and the aggregate approximate retail value ("ARV") of all Prizes is USD \$0.

No substitution, cash redemption or transfer of the right to receive the Prize or any Prize component is permitted, except in the discretion of Sponsor, which has the right to substitute the Prize or any Prize component with a prize or prize component of equal or greater monetary value selected by Sponsor in its discretion. The Prize consists only of the items expressly specified in these Official Rules. All expenses or costs associated with the acceptance or use of the Prize or any prize component (including, Internet connection and/or data costs) are the responsibility of the Winner. Prizes are awarded "as is" and without any warranty, except as required by law. In no event will more than the number of prizes stated in these Official Rules be awarded.

8. **GRANT OF RIGHTS:** By submitting an Entry, each Entrant irrevocably grants to Sponsor and its parent companies, subsidiaries, affiliates, agents and licensees, and each of their respective successors and assigns (collectively, the "**Licensees**") the right to use, display, publish, perform, and broadcast the Entrant's name, likeness, voice, biographical information and statements attributed to the Entrant ("**Personality Rights**"), and the Entrant's Submission, in perpetuity, throughout the world, in all media and formats whether now or later known or developed (including without limitation via Sponsor's and third-party websites, audio streaming service, and social media and digital channels), for commercial purposes and any other purposes (including, without limitation, advertising and promotion), without further notice or compensation, unless prohibited by law.

9. **RELEASE AND LIMITATION OF LIABILITY:** To the fullest extent permitted by applicable law, each Entrant releases and agrees to hold harmless each of the Licensees and all other companies involved in the development, operation or marketing of the Contest or exercise of the rights in Section 8 above, the provision of any prize or any component of any Prize, and the successors and assigns of each of the foregoing, and the directors, officers, without limitation, "**Released Parties**") from and against any and all claims, causes of action and liabilities of any kind that the Entrant ever had, now has or might in the future have arising out of or relating to the Contest,

participation in the Contest, the use of or inability to use the Contest Webpage, the acceptance, receipt, participation in or use of any Prize or any component thereof and/or any use of any Submission or the Entrant's Personality Rights pursuant to these Official Rules, including without limitation any and all claims, causes of action and liabilities (a) relating to any personal injury, death or property damage or loss sustained by any Entrant or any other person, (b) based upon any allegation of violation of the right of privacy or publicity, copyright infringement, misappropriation, defamation or violation of any other personal or proprietary right or (c) or based upon any allegation of a violation of any law, rule or regulation relating to personal information or data security. Each Entrant agrees not to assert any such claim or cause of action against any of the Released Parties. Each Entrant assumes the risk of, and all liability for, any injury, loss or damage caused, or claimed to be caused, by participation in this Contest, the use of any Contest-related website, or the provision, acceptance or use of any prize or prize component.

The Released Parties are not responsible for, and will have not have any liability in connection with, (v) any typographical, printing, production, distribution or other error in the administration of the Contest or in the announcement of prizes or winners, (w) late, lost, delayed, illegible, damaged, corrupted or incomplete entries, incorrect or inaccurate capture of, damage to, or loss of Entries, entry information, or Submissions, or any other human, mechanical or technical error of any kind relating to the operation of the Contest Webpage, communications, or attempted communications with any Entrant, the submission, collection, storage or processing of entries or the administration of the Contest, (x) any "act of god" or other force majeure event outside of Sponsor's control that may cause any postponement or cancellation of any prize-related activity or interfere with, delay or prevent the provision of any Prize, (y) undeliverable e-mails resulting from any form of active or passive e-mail filtering by an Entrant's Internet service provider and/or e-mail client or for insufficient space in Entrant's e-mail account to receive e-mail or (z) any damage to any computer system resulting from participation in or accessing or downloading information in connection with the Contest.

10. FORCE MAJEURE: Sponsor has the right, in its sole discretion, to modify these Official Rules (including without limitation by adjusting any of the dates and/or timeframes stipulated in these Official Rules) and to cancel, modify, or suspend this Contest at any time, including without limitation if a virus, bug, technical problem, Entrant fraud or misconduct or other cause beyond the control of Sponsor corrupts or impacts in any way the administration, integrity, security or proper operation of the Contest or if for any other reason Sponsor is not able to conduct the Contest as planned (including without limitation in the event the Contest is interfered with by any fire, flood, epidemic, pandemic, virus, earthquake, explosion, labor dispute or strike, act of God or of public enemy, communications failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, federal, state or local law, order or regulation or court order) or in the event of any change to the terms governing the use of the Contest Webpage or the application or interpretation of such terms. In the event of termination or suspension of the Contest, a notice will be posted on the Contest Webpage and Sponsor reserves the right to award or not award any prize in its sole discretion.

11. GENERAL RULES: Sponsor has the right, in its sole discretion, to disqualify or prohibit from participating in the Contest any individual who Sponsor determines or believes, in its discretion, (i) has tampered with the entry process or has undermined the legitimate operation of the Contest by cheating, hacking, deception or other unfair practices, (ii) has engaged in conduct that annoys, abuses, threatens or harasses any other Entrant or any representative of Sponsor and/or Administrator or (iii) has attempted or intends to attempt any of the foregoing. ANY ATTEMPT TO DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR HAS THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY PERSON INVOLVED TO THE FULLEST EXTENT PERMITTED BY LAW. The use of agents or automated devices, programs or methods to submit entries is prohibited and Sponsor has the right, in its sole discretion, to disqualify any Entrant that it believes may have been submitted using such an agent or automated device, program or method. In the event of a dispute regarding who submitted an Entry, the entry will be deemed to have been submitted by the registered user of the e-mail account provided in connection with the Entry. All federal, state and local laws and regulations apply. By participating in this Contest, each Entrant agrees to be bound by these Official Rules and the decisions of Sponsor, which are final and binding in all respects. These Official Rules may not be reprinted or republished in any way without the prior written consent of Sponsor.

12. DISPUTES: By entering the Contest, each Entrant agrees, to the maximum extent permitted by applicable law, that (a) any and all disputes, claims and causes of action arising out of or connected with the Contest or the provision, acceptance and/or use of any prize or prize component will be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees; (c) under no circumstances will any Entrant be permitted to obtain any award for, and each Entrant hereby waives all rights to claim, punitive, special, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses, and (d) each Entrant's sole and exclusive remedy with respect to any and all disputes, claims, and causes of action arising out of or connected with the Contest will be an action at law for the recovery of actual sustained monetary damages only, and in no event will the Entrant have the right to enjoin or otherwise interfere with the exercise by the Licensees of any of the rights granted in these Official Rules or terminate or rescind any of the rights granted in these Official Rules. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the respective rights and obligations of the Entrants and Sponsor in connection with the Contest shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of New York. Any legal proceedings arising out of this Contest or relating to these Official Rules shall be instituted only in the federal or state courts located in New York County in the State of New York, waiving any right to trial by jury, and each Entrant consents to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to any of the foregoing. In the event of any conflict

between these Official Rules and any Contest information provided elsewhere (including but not limited in advertising or marketing materials), these Official Rules shall prevail.

13. USE OF INFORMATION: By participating in the Contest, each Entrant agrees that all Entry information submitted in connection with the Contest will be subject to Sponsor's Privacy Policy available at <https://www.siriusxm.com/privacy> ("**Privacy Policy**") and may be used as permitted pursuant to the Privacy Policy, and may also be used as determined by Sponsor in connection with the administration of the Contest (including Winner notification and provision of Winner names when requested).

14. WINNERS' NAMES AND RULES REQUESTS: For the names of the winner, available after April 16, 2021, or a copy of these Official Rules, send a self-addressed, stamped envelope to the Sponsor at the address set forth below, Attention: Promotions Department/All Request Live from Home with Dave Matthews Contest.

15. 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.