

# SiriusXM's Kaleidoscope Beach Weekend Sweepstakes

## OFFICIAL RULES

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

**MUST BE 18 YEARS OF AGE OR OLDER AT TIME OF ENTRY. U.S. LAW GOVERNS. VOID WHERE PROHIBITED BY LAW.**

**SWEEPSTAKES PERIOD.** The SiriusXM Kaleidoscope Beach Weekend sweepstakes ("**Sweepstakes**") begins at 5:00 PM Eastern Time ("ET") on March 21, 2024 and ends at 11:59 PM ET on April 11, 2024 (the "**Sweepstakes Period**").

### **HOW TO ENTER.**

#### **1. By Listening to SiriusXM's The Message on the SiriusXM App:**

During the Sweepstakes Period, listen to The Message channel (Ch. 63) on the SiriusXM mobile app (the "**SiriusXM App**") for at least one (1) second and click on the link in the on-screen pop-up notification in the SiriusXM App to access the entry form and complete and submit your entry. You must download the latest version of the SiriusXM App to receive the pop-up notification.

#### **2. Without listening on the SiriusXM App:**

To submit an entry if you do not have a subscription to SiriusXM to access the eligible listening channel or do not wish to enter using the SiriusXM App, visit <http://www.siriusxm.com/kaleidoscopeAMOE> and complete and submit your entry on the entry page.

Limit one (1) entry per person. Successful submission of all required information shall be considered an "**entry**" for the "**Entrant.**" In the event of a dispute over the identity of an online Entrant, the 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) is a legal resident of the United States, the District of Columbia, or Puerto Rico; and (ii) is at least 18 years of age at time of entry. This Sweepstakes is intended for participation in the aforementioned areas only.

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, and (iii) that if determined the prize winner and have won any prize valued at over \$600 from Sponsor within the last twelve (12) months prior to the start of the Sweepstakes Period, or if you have ever won a prize, contest or other promotion from Sponsor, you will forfeit winner status to the next eligible Entrant in the drawing.

The following persons are ineligible to win a Prize: Employees of Sponsor, Topeka, LLC., and each of their respective subsidiaries, affiliates, contractors, advertising and promotion agencies, retailers and distributors. The immediate family members (e.g., spouses, domestic partners, parents, children, siblings) of employees of Sponsor are also ineligible.

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 and any person/alias assisting such person. 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.

**SPECIAL PUBLICITY NOTICE.** If you are selected as a potential winner, you grant to Sponsor, Topeka, LLC., 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 the above, Sponsor has no obligation to do any of it. See more details at "WINNER / SELECTION / AGREEMENTS" below.

**PRIZES.** One (1) Prize will be awarded using the selection process described below and satisfaction of the eligibility requirements set forth above:

- Round-trip coach air transportation for winner and three guests to Miramar Beach, FL (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;
- Four (4) nights hotel accommodation in Miramar Beach, FL (2-bedroom condo, 4-person occupancy; room and tax only), checking in Wednesday, April 24, 2024 and checking out Sunday, April 28, 2024; and
- 3-Day pass for winner and three guests (4 passes) to Lauren Daigle's Kaleidoscope Beach Weekend scheduled for April 25-27, 2024, in Miramar Beach, FL (the "**Event**").

Approximate Retail Value of the Prize: \$9,000.

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 each 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 guests must comply with all venue and event rules and regulations, 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 or unable to accept the prize as stated, the selected winner will forfeit

the Prize and another winner will be selected from among eligible Entries received. Winner and guests 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 guests and may require winner and guests to present government issued photo identification in order to receive the Event tickets at the Event itself. Sponsor may also escort winner and their guests to their seats.

**ODDS.** Odds of winning depend upon the number of eligible entries received.

### **WINNER / SELECTION / AGREEMENTS.**

One winner will be determined in a random drawing to be held on or about **April 12, 2024** from among all eligible entries received. This random drawing shall be conducted under the supervision of Sponsor whose decisions are final and binding in all respects.

Selected winner will be notified by telephone using information provided at time of entry. If a selected winner does not answer the call, a message will be left, and the selected winner must respond back to Sponsor within twelve (12) hours from the time of the message is left. Except where prohibited, acceptance of prize constitutes winner's consent, and winner and 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 Event. 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 THE TIME PERIOD PROVIDED BY SPONSOR or prize will be forfeited and an alternate winner selected. Winner's guests must also sign and return a liability and publicity release (unless prohibited). If prize notification is undeliverable, or if a potential winner does not respond to the prize notification 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. Guests must be at least 18 years old at time of travel.

**SPECIAL NOTICE REGARDING TRAVEL AND EVENT ATTENDANCE:** WINNER AND GUESTS ARE RESPONSIBLE FOR STAYING INFORMED OF AND ABIDING BY ALL LOCAL LAWS AND TRAVEL AND EVENT VENUE RULES AND POLICIES. SPONSOR, TOPEKA, LLC., 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 ANY 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.

**PRIVACY NOTICE / MARKETING.** By entering this Sweepstakes, any personal information Entrants submit will be disclosed to the Sponsor and will be used in accordance with our privacy policy available at [www.siriusxm.com/privacy](http://www.siriusxm.com/privacy).

**Special Note:** This promotion may be advertised on Facebook, but Entrants will be providing information to Sirius XM Radio Inc. and not to Facebook.

**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, or any attempt to conceal the true identity of an Entrant or guest, or suspected violation of the entry process, 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 (collectively the "**Releasing Parties**") to hereby release, defend, indemnify, and hold harmless the Sponsor, Topeka, LLC., and those working on their respective behalf, and all other entities 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.

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 traveling 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 CANCELED OR TRAVEL TO THE DESTINATION IS IN ANY WAY DELAYED OR CANCELED, 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 the list of winners, available after **May 27, 2024** ("**Winner 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/ Kaleidoscope Weekend.

**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<sup>®</sup>. This promotion may be advertised on Facebook, but this promotion is in no way sponsored, endorsed, administered by, or associated with, Facebook. Inquiries regarding the promotion must be directed to Sponsor.

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