

Ring in the New Year with Aerosmith in Boston SiriusXM Sweepstakes

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN.

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

**PLEASE READ THE LAW/DISPUTE RESOLUTION PROVISION BELOW AS IT SHALL GOVERN
HOW DISPUTES CONCERNING THIS SWEEPSTAKES WILL BE HANDLED, WHICH MAY
IMPACT YOUR LEGAL RIGHTS.**

1. **ENTRY PERIOD.** The sweepstakes ("**Sweepstakes**") begins at 10:00am Eastern Time ("**ET**") on June 22, 2023, and ends at 11:00pm ET on July 8, 2023 (the "**Entry Period**").
2. **HOW TO ENTER.** Select one of the following ways to submit an "**Entry**" into the Sweepstakes:
 - a. **Subscribe to SiriusXM's 24 Months Music and Entertainment Plan Offer:** Between June 22, 2023, at 10:00am ET through July 6, 2023, at 11:59pm ET, eligible customers may subscribe online or by chat on siriusxm.com or by calling. After purchase, you will receive access to the online entry form (the "**Entry Page**"). Offer Details apply and can be viewed at the end of these rules. If you purchase online: After completing your purchase, click on the Sweepstakes module displayed on the confirmation screen and complete all fields on the Entry Page; or access the Entry Page by clicking the direct link in your purchase confirmation e-mail, which will be sent to the e-mail address on your account. If you purchase by phone/chat with an agent: Access the Entry Page by clicking the direct link in your purchase confirmation e-mail, which will be sent to the e-mail address you provide to enroll in the plan.
 - b. **Listen on the SXM App:** Tune in to the Deep Tracks channel (Ch. 27) on the SiriusXM mobile app (the "**SXM App**") via your mobile device, look for a pop-up notification on-screen that will take you to the Entry Page to complete and submit your entry. Additional channels may be added at any time and may be announced on air. A SiriusXM subscription (paid or trial) is required to enter via this method. Nearly all SiriusXM subscriptions, including trial subscriptions that come with your new vehicle include access to the SXM App. Download the SXM App from your preferred app store and either login if you already have a subscription or you can activate a subscription in the SXM App.
 - c. **Mail-in Entry:** To submit an entry without a subscription, on a postcard or a 3x5 card, legibly print your first and last name, complete postal address, phone number, e-mail address and the **First Prize Event/Date & Location** (see First Prize Event Dates & Location options below in Section 7(b)) that you wish to attend if selected as a First Prize winner (your entry will automatically be entered into the Grand Prize drawing) and mail it in an envelope with proper postage to Sirius XM Presents Ring in the New Year with Aerosmith Sweepstakes, P.O. Box 1948, South Hackensack, NJ 07606. Your mail-in entry must be postmarked by the USPS no later than July 8, 2023 and received by Sponsor no later than July 14, 2023. If you do not indicate a First Prize Event Date & Location, you will only be entered into the Grand Prize drawing and you will not be eligible for a First Prize drawing.

3. ENTRY LIMIT. The person submitting the Entry shall be deemed the "**Entrant.**" Limit one (1) Entry per Entrant. All properly submitted Entries will automatically entered into the Grand Prize drawing for a chance to win a trip to see Aerosmith in Boston, MA on December 31, 2023. Whether entering by the online Entry Form or by mail, Entrant must select a First Prize Event Date & Location that they wish to attend to be eligible for one of the First Prize drawings. Multiple entries submitted by a single person 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 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.

4. CONDITIONS OF ENTRY / ELIGIBILITY TO WIN.

a. 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 six (6) months prior to the start of the Entry Period, you will forfeit winner status to the next eligible Entrant in the drawing.

b. Employees of Sponsor, Live Nation Entertainment, Inc., 724 Management and 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.

5. SPECIAL PUBLICITY NOTICE. If you are selected as a potential winner, you grant to Sponsor and its 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.

6. DRAWINGS. Sponsor will conduct thirty-nine (39) random individual drawings as follows: one (1) Grand Prize drawing to select one Grand Prize winner; and thirty-eight (38) First Prize drawings to select the First Prize winners (two winners per Event Date & Location, for a total of 76 First Prize winners).

7. PRIZES. LIMIT ONE (1) PRIZE PER PERSON. All concert event dates and locations are referred to as "**Events**" or each individually an "**Event**".

a. One (1) Grand Prize winner will receive: Two (2) floor-seat tickets to the Aerosmith PEACE OUT The Farewell Tour concert Event at TD Garden in Boston, Massachusetts

on December 31, 2023; domestic round-trip coach airfare for two (2) to Boston, Massachusetts; and 4-days/3-nights hotel accommodations (double-occupancy) at Sponsor-selected hotel.

- b. Seventy-six (76) First Prize winners** will each receive two (2) lower-bowl tickets to the Aerosmith PEACE OUT The Farewell Tour concert. Prize is tickets only. **NO TRANSPORTATION TO OR FROM THE EVENT WILL BE PROVIDED.** Two (2) First Prize winners will be selected for each Event below:

# of First Prize Winners	Event/Date	Location	Venue
2	Saturday, September 2, 2023	Philadelphia, PA	Wells Fargo Center
2	Wednesday, September 6, 2023	Pittsburgh, PA	PPG Paints Arena
2	Saturday, September 9, 2023	Belmont Park, NY	UBS Arena
2	Friday, September 15, 2023	Chicago, IL	United Center
2	Monday, September 18, 2023	Detroit, MI	Little Caesars Arena
2	Thursday, September 21, 2023	Cleveland, OH	Rocket Mortgage Fieldhouse
2	Sunday, September 24, 2023	Raleigh, NC	PNC Arena
2	Wednesday, September 27, 2023	Washington DC	Capital One Arena
2	Wednesday, October 11, 2023	Tampa, FL	Amalie Arena
2	Saturday, October 14, 2023	Atlanta, GA	State Farm Arena
2	Tuesday, October 17, 2023	Charlotte, NC	Spectrum Center
2	Friday, October 20, 2023	Sunrise, FL	FLA Live Arena
2	Monday, October 23, 2023	Austin, TX	Moody Center
2	Thursday, October 26, 2023	St Louis, MO	Enterprise Center
2	Sunday, October 29, 2023	Indianapolis, IN	Gainbridge Fieldhouse
2	Wednesday, November 1, 2023	San Antonio, TX	AT&T Center
2	Saturday, November 4, 2023	Tulsa, OK	BOK Center
2	Tuesday, November 7, 2023	Dallas, TX	American Airlines Center
2	Friday, November 10, 2023	Omaha, NE	CHI Health Center
2	Monday, November 13, 2023	St Paul, MN	Xcel Energy Center
2	Thursday, November 16, 2023	Kansas City, MO	T-Mobile Center
2	Sunday, November 19, 2023	Denver, CO	Ball Arena
2	Wednesday, November 22, 2023	Salt Lake City, UT	Vivint Arena
2	Saturday, November 25, 2023	Portland, OR	Moda Center
2	Tuesday, November 28, 2023	Seattle, WA	Climate Pledge Arena
2	Friday, December 1, 2023	San Francisco, CA	Chase Center
2	Monday, December 4, 2023	San Jose, CA	SAP Center
2	Thursday, December 7, 2023	Inglewood, CA	The Kia Forum
2	Sunday, December 10, 2023	Phoenix, AZ	Footprint Center
2	Thursday, December 28, 2023	Newark, NJ	Prudential Center
2	Sunday, December 31, 2023	Boston, MA	TD Garden

2	Wednesday, January 4, 2024	Cincinnati, OH	Heritage Bank Arena
2	Sunday, January 7, 2024	Louisville, KY	KFC Yum! Center
2	Tuesday, January 10, 2024	Nashville, TN	Bridgestone Arena
2	Friday, January 13, 2024	Knoxville, TN	Thompson Boling Arena
2	Tuesday, January 16, 2024	Buffalo, NY	KeyBank Center
2	Thursday, January 19, 2024	New York, NY	Madison Square Garden
2	Monday, January 23, 2024	Columbus, OH	Schottenstein Center

c. Approximate Retail Value (“**ARV**”) of the Grand Prize: \$4,500; ARV of each First Prize: \$200; Total ARV of all prizes: \$19,700.

8. PRIZE CONDITIONS. Winners and guests are solely responsible for their travel to and from the Event. Prize is non-transferable. All expenses not specifically mentioned herein, including without limitation, transportation, lodging, personal expenses such as meals, photos, souvenirs, are the responsibility of the winners and guests. If Grand Prize winner resides within 150 miles of the Event, ground transportation will be provided in lieu of airfare and no cash difference will be awarded. Date and location of any Event is subject to change and not the responsibility of Sponsor. If any Event is cancelled for any reason, Sponsor’s only obligation is to award, or not award, the other elements of the prize (if any), in its sole discretion. Event tickets are subject to certain terms and conditions as specified by the ticket issuer. Winners agree that the tickets are awarded pursuant to a revocable, nontransferable license that is personal to the winners and may not be sold, resold, auctioned, bartered, assigned, exchanged, placed in commerce, transferred, given away, donated, or otherwise conveyed. Winners and guests must comply with all venue and Event rules and regulations, including execution of all required releases (if applicable). Winners and guests may be required to show identification upon or prior to receiving tickets or entry into the Event. Failure to do so may result in forfeiture of such portion(s) of the Prize. Winners are responsible for their guest. If a 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, if feasible. 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. In the event that any First Prize drawing does not have enough Entries to allow for a sufficient selection of winners, Sponsor reserves the right to randomly award the prize(s) from among any eligible Entries received for the Grand Prize drawing, in its sole discretion. Any un-used elements of any 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 any prize are the sole responsibility of the winners. If applicable, winners will receive an IRS Form 1099 for the actual value of the prize awarded.

9. ODDS. Odds of winning depend upon the number of valid Entries received for each drawing.

10. WINNER / SELECTION / AGREEMENTS. Winners will be determined in random drawings to be held on or about **July 21, 2023**, from among all eligible Entries received for each drawing. The drawings will be conducted under the supervision of Sponsor whose decisions are final and binding in all respects. Selected winners will be notified by e-mail using information provided on the Entry. If a selected winner does not respond to the winner notification within 72 hours, the prize will be forfeited and an alternate winner will be selected at random from

the remaining eligible Entries, if feasible. Except where prohibited, acceptance of any prize constitutes winner's consent, and winners 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. Winners 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 requested in the notification or prize will be forfeited and an alternate winner selected, if feasible. Each winner's guest may also be required to sign and return a liability and publicity release prior to the Event. Prize will only be awarded after receipt and verification of completed prize notification documentation. If prize notification is undeliverable, or if a potential winner does not respond to the prize notification e-mail within the time specified or if a potential winner cannot be contacted for any reason, including an e-mail address, 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 for that drawing. Guests must be at least 18 years old at the time of the Event, unless otherwise approved by Sponsor and any minors must be accompanied by a parent or legal guardian.

11. SPECIAL COVID-19 NOTICE: Entrants fully understand that (a) the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation, or variation thereof, "**COVID-19**") is extremely contagious and there is an inherent risk of exposure to COVID-19 in any place where people are or have been present; (b) no precautions, including protocols that will be implemented from time to time by Event venue can eliminate the risk of exposure to COVID-19; (c) while people of all ages and health conditions have been adversely affected by COVID-19, certain people have been identified by public health authorities as having greater risk based on age and/or underlying medical conditions; (d) other persons travelling to and/or from the Event and attending the Event may not be fully vaccinated against the Covid-19 virus; and (e) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, other short-term and long-term health effects, and/or death, regardless of age or health condition.

12. SPECIAL NOTICE REGARDING EVENT ATTENDANCE: WINNERS AND GUESTS ARE RESPONSIBLE FOR STAYING INFORMED OF AND ABIDING BY ALL LOCAL LAWS AND EVENT VENUE RULES AND POLICIES. SPONSOR, EVENT PERSONNEL AND STAFF AND THEIR RESPECTIVE AGENTS, EACH RESERVE THE RIGHT, IN THEIR SOLE DISCRETION, TO REMOVE OR REVOKE ACCESS TO THE EVENT, TO WINNERS AND/OR GUESTS WHO DO 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. COVID-19 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.

13. PRIVACY NOTICE / MARKETING. By entering this Sweepstakes, any personal information Entrants submit will be disclosed to the Sponsor and will be used by us consistent with our privacy policy.

14. Special Note: This promotion may be advertised on Facebook, or other social media platforms, but Entrants will be providing information to Sirius XM Radio Inc. and not to Facebook or other social platforms. Be sure to read the SiriusXM Privacy Policy at www.siriusxm.com/privacy.

15. 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, or attack) compromise the integrity or intended operation of the Sweepstakes, Sponsor reserves the right to terminate the Sweepstakes and select winners from among all eligible entries received for each drawing 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 Sweepstakes or 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, Live Nation Entertainment, Inc., 724 Management and those working on their respective behalf, and all other businesses involved in this Sweepstakes (including, but not limited to, 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.

16. DISCLAIMER OF LIABILITY.

- a. 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 inability by any person to access the SXM App; (v) 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 (vi) the failure of any third party to comply with the instructions and proper administration of this Sweepstakes.
- b. 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.

17. 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 ANY EVENT IS CANCELLED, SPONSOR'S ONLY OBLIGATION IS TO AWARD, OR NOT AWARD, THE REMAINING ELEMENTS OF THE PRIZE (IF ANY) DESCRIBED ABOVE, IN ITS SOLE DISCRETION, WITH NO ALTERNATIVE COMPENSATION TO THE WINNERS AND GUESTS.

18. 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.

19. WINNERS LIST. For the name of the winners, available after **September 7, 2023** ("**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/Aerosmith Farewell Tour 2023 Sweepstakes.

20. SPONSOR. The Sponsor of this promotion is Sirius XM Radio Inc., 1221 Avenue of the Americas, 36th 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, administered by, or associated with, Facebook. Inquiries regarding the promotion must be directed to Sponsor.

21. Offer Details for the 24-month offer: Activate a Music & Entertainment subscription plan and pay the promotional rate indicated for your first 24 months, plus get free activation (an additional \$15 value). Fees and taxes apply. A credit card is required on this offer. **Service will automatically renew** thereafter every month and you will be charged at then-current rates (currently, \$18.99/month). **Please see our Customer Agreement at www.siriusxm.com for complete terms and how to cancel, which includes online methods or calling us at 1-866-635-2349.** All fees, content and features are subject to change. This offer cannot be combined with any other and may be modified or terminated at any time. Offer is good only on qualifying ESN/Device IDs as determined solely by SiriusXM. Channel lineup varies by package. Offer ends 7/6/23.

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