Alec Benjamin Tour Sweepstakes
Ticket Sweepstakes

OFFICIAL RULES

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

WINNERS & THEIR GUESTS WILL BE REQUIRED TO COMPLY WITH ARTIST, EVENT VENUE AND LOCAL RULES WHICH ARE SUBJECT TO CHANGE.

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

NO TRAVEL WILL BE PROVIDED IN CONNECTION WITH ANY PRIZE.

The Alec Benjamin Ticket Sweepstakes ("**Sweepstakes**") is subject to these Official Rules ("**Official Rules**").

SPONSOR. Sirius XM Radio Inc., 1221 Avenue of the Americas, 36th Floor, New York, New York 10020.

CONDITIONS OF ENTRY / ELIGIBILITY TO WIN. This Sweepstakes is open only to individuals who are a legal resident of the United States, the District of Columbia, or Puerto Rico and at least 18 years of age at time of entry ("**Entrants**"). By participating in the Sweepstakes, you: (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 the prize winner, and you have won any prize valued at over $600 from Sponsor within the last six (6) months prior to the start of the Entry Period (as defined below), you will forfeit winner status to the next eligible entrant in the drawing.

Employees of Sponsor and its respective subsidiaries, affiliates, advertising and promotional 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.

ENTRY PERIOD. The Sweepstakes begins at 12:00 P.M. Eastern Time ("**ET**") on August 30, 2024 and ends at 5:00 P.M. ET on September 11, 2024 (the "**Entry Period**"). Any entries received after the Entry Period will not be considered.

HOW TO ENTER. To enter this Sweepstakes, during the Entry Period send an email to rsvp@siriusxm.com with "Alec Benjamin" followed by the city of the Event (as defined below) you would like to attend in the subject line, and your full name, valid email, age, and phone number in the email. Satisfaction of all of the above shall be considered an "**Entry**." Only one Event may be chosen in an entry email. All Entries become the property of Sponsor and will not be acknowledged or returned. LIMIT ONE ENTRY PER PERSON: Multiple entries

submitted by a single person during the Entry Period shall render all of such person's entries void and ineligible. In the event of a dispute over the identity of an Entrant, the Entry will be deemed submitted by the Authorized Account Holder of the email associated with the 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.

SPECIAL PUBLICITY NOTICE. By entering this Sweepstakes, you grant to Sponsor and its 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 potential winner, you grant to Sponsor 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.

PRIZE. One (1) Prize will be awarded to three winners for each of the following Events using the selection process described below and the satisfaction of all eligibility requirements set forth above, each consisting of two (2) tickets to see Alec Benjamin on tour scheduled for (i) September 13th, 2024 (Austin, TX); (ii) September 28th, 2024 (New York, NY); (iii) October 4th, 2024 (Chicago, IL); or (iv) October 25th, 2024 (Los Angeles, CA) (each, an "**Event**").

Approximate Retail Value ("**ARV**") of each Prize is $100.

NO TRAVEL WILL BE PROVIDED IN CONNECTION WITH THE PRIZE. ALL COSTS AND EXPENSES TRAVELING TO AND FROM THE EVENT ARE THE SOLE RESPONSIBILITY OF WINNER AND WINNER'S GUEST. Date and location of the Event is subject to change or cancellation and not the responsibility of Sponsor. If the Event is cancelled for any reason, Sponsor's only obligation is to award the other elements of the prize, in its sole discretion. Tickets are subject to certain terms and conditions as specified by 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.

Winners and guests must comply with all 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 prize. 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 unused 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 may receive an IRS Form 1099 for the actual value of prize awarded, if applicable.

ODDS. Odds of winning depend upon the number of eligible Entries entered during the Entry Period for each Event.

WINNER / SELECTION / AGREEMENTS. Winners will be determined in a random drawing to be held on or about **September 11, 2024** from among all eligible Entries received for that Event under the supervision of Sponsor whose decisions are final and binding in all respects. Entries not chosen for one Event will not be included in drawing for other Events. Selected Prize Winners will be notified by email using the email address submitted with an Entry and must respond WITHIN TWELVE (12) HOURS OF THE NOTIFICATION or prize will be forfeited. Except where prohibited, acceptance of prize constitutes winner's consent, and winner and guest will be required to sign a release, to allow Sponsor and its promotional agents to use winner's and 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 and winner's guest(s) may be required to sign and return to Sponsor a Declaration of Eligibility, Publicity & Liability Release ("**Release**") (where permitted by law), prior to and as a condition of acceptance of prize or prize will be forfeited and an alternate winner selected. Winner's guest must also sign and return a liability and publicity release (where permitted by law). If prize notification is undeliverable, or if a potential winner does not respond to the prize notification email within the time specified, or if the potential winner cannot be contacted for any reason, including an invalid email, 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. All guests must be at least 18 years old at time of Event.

SPECIAL NOTICE REGARDING EVENT ATTENDANCE: WINNERS AND GUESTS ARE RESPONSIBLE FOR STAYING INFORMED OF AND COMPLYING WITH ALL LOCAL LAWS AND EVENT VENUE RULES AND POLICIES WHICH MAY INCLUDE, BUT NOT BE LIMITED TO A TEMPERATURE CHECK, SOCIAL DISTANCING, MASKING, PROOF OF VACCINATION, AND/OR PROOF OF NEGATIVE VIRUS TESTING. SPONSOR, LIVE NATION, EVENT PERSONNEL AND STAFF, AND THEIR RESPECTIVE AGENTS, EACH RESERVE THE RIGHT, IN THEIR SOLE DISCRETION, TO REMOVE OR REVOKE FULL OR PARTIAL ACCESS TO THE EVENT, TO ANY WINNER AND/OR GUEST WHO DOES NOT COMPLY WITH ANY OF THE AFORMENTIONED 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. SPONSOR, EVENT VENUE, OR TALENT HAVE NO OBLIGATION OR RESPONSIBILITY TO ANY PERSON WHO 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 at https://www.siriusxm.com/privacy-policy.

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. 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 ("**Releasing Parties**"), to hereby release, defend, indemnify, and hold harmless the Sponsor, Live Nation, and those working on their respective behalf, and all other businesses involved in this Sweepstakes (including prize vendor or provider, talent, and the 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 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, SPONSOR'S ONLY OBLIGATION IS TO AWARD, OR NOT AWARD, THE REMAINING ELEMENTS OF THE PRIZE DESCRIBED ABOVE.

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, available after **September 20, 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 Sirius XM Radio Inc., 1221 Avenue of the Americas, 36th Floor, New York, New York 10020, Attention: Winners List/Alec Benjamin.

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