

SiriusXM Presents: Dave Matthews Live & Acoustic Sweepstakes

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. WINNERS AND GUESTS MUST FOLLOW AND COMPLY WITH ALL EVENT VENUE AND ARTIST POLICIES.

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

PRIZE CONSISTS OF TICKETS ONLY. NO TRANSPORTATION WILL BE PROVIDED TO ATTEND THE EVENT.

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.

ENTRY PERIOD. The SiriusXM Presents: Dave Matthews by Request Live from NYC Sweepstakes ("**Sweepstakes**") begins at 6:00pm Eastern Time ("**ET**") on May 25, 2023 and ends at 11:59pm ET on June 1, 2023 (the "**Entry Period**").

HOW TO ENTER.

You may enter the Sweepstakes during the Entry Period by one of the following methods:

By Participating on the SXM App. Tune in to Dave Matthews Band Radio (channel 30) on the SXM App and if you don't already have it saved as a favorite, go ahead and favorite Dave Matthews Band Radio by tapping on the star in the right-hand corner. Once favorited, look for a pop-up on the app to complete the Sweepstakes online entry form (the "**Entry Page**") (a "**SXM App Entry**").

By Entry Form Online. To enter without the SXM App visit <http://www.siriusxm.com/LiveAndAcoustic> and complete and submit your entry on the Entry Page during the Entry Period (a "**Online Entry**").

Satisfaction of either an SXM App Entry or an Online Entry shall be considered an "**Entry**" and the person submitting the Entry, the "**Entrant**." Entrants are solely responsible for connecting to the Internet and Sponsor shall not be responsible for any inability by any person to access the SXM App or Entry Page.

LIMIT ONE ENTRY PER PERSON REGARDLESS OF ENTRY METHOD. 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 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. 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.

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.

Employees of Sponsor and Red Light Management, 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.

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.

PRIZE.

Prizes will be awarded in this Sweepstakes using the selection process described below and satisfaction of the eligibility requirements set forth above.

- **Prizes.** Three Hundred Fifteen (315) prizewinners will each be awarded:
 - Two tickets to SiriusXM Presents: Dave Matthews Live & Acoustic on June 7, 2023, at Irving Plaza in New York, NY ("the **Event**").

Approximate Retail Value ("ARV"): \$0.

Prize Conditions. NO TRANSPORTATION TO OR FROM THE EVENT WILL BE PROVIDED.

Prize is tickets only. 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. Date and location of the Events are subject to change and not the responsibility of Sponsor. If either 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 for that Event, 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. 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 winners. If applicable, winners will receive an IRS Form 1099 for the actual value of the Prize awarded.

Odds. Odds of winning depend upon the number of eligible valid Entries received.

WINNER / SELECTION / AGREEMENTS. Winners will be determined in a random drawing to be held on or about **June 2, 2023**, from among all eligible Entries received 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 48 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 prize constitutes winner's consent, and winners and guests 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. 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 ONE (1) BUSINESS DAY OF THE DATE OF THE NOTIFICATION** or prize will be forfeited and an alternate winner selected, if time allows. Prize will only be awarded after receipt and verification of completed prize documentation as required. 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 a potential winner cannot be contacted for any reason, including an invalid telephone number, if the Declaration or other required documentation 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, unless otherwise approved by Sponsor and any minors must be accompanied by a parent or legal guardian.

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.

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, EVENT PERSONNEL AND STAFF AND THEIR RESPECTIVE AGENTS, EACH RESERVE THE RIGHT, IN THEIR SOLE DISCRETION, TO REMOVE OR TO DENY ACCESS TO THE EVENT, TO ANY 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.

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. 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.)

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.

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 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 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, Red Light Management), 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 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.

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 PRIZES (IF ANY) DESCRIBED ABOVE, IN ITS SOLE DISCRETION, WITH NO ALTERNATIVE COMPENSATION TO THE WINNER OR THEIR 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 name of the winners, available after **June 30, 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/SiriusXM Presents Dave Matthews: Live & Acoustic.

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.

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