

ESPN \$50k Giveaway SiriusXM Sweepstakes

OFFICIAL RULES

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

MUST BE A CURRENT SIRIUSXM SUBSCRIBER WITH AN ACTIVE TRIAL, PAID, OR AD SUPPORTED SUBSCRIPTION PLAN PRIOR TO DECEMBER 6, 2022. MUST BE 18 YEARS OF AGE OR OLDER AT TIME OF ENTRY. U.S. LAW GOVERNS. VOID WHERE PROHIBITED BY LAW.

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

How To Enter. You may enter the SiriusXM ESPN \$50k sweepstakes ("**Sweepstakes**") by visiting and completing the Sweepstakes online entry form (the "**Entry Page**") that is accessible via (i) a link contained in a pop-up notification that will appear on the following channels on the SiriusXM app: SXM Fantasy Sports Radio, SXM Mad Dog Sports Radio, ESPN Radio, ESPN Xtra, or ESPNU Radio, or (ii) finding and clicking on the Sweepstakes advertisement on the Sirius XM website between 10:00 AM Eastern Time ("ET") on December 9, 2022, and 12:00 PM ET on December 19, 2022 (the "**Entry Period**"). You can only enter this Sweepstakes via the Entry Page. Successful submission of all required information shall be considered an "**Entry**" and the person submitting the Entry, the "**Entrant.**" Proof of submission will not be deemed to be proof of receipt. All entries and requests become the property of Sponsor and will not be acknowledged or returned. **LIMIT ONE ENTRY PER ELIGIBLE SUBSCRIBER:** Multiple entries submitted by a single person during the Entry Period, whether from one e-mail address or multiple e-mail addresses shall render all such person's entries void and ineligible. In the event of a dispute over the identity of an online 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. 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; (ii) IS A CURRENT SUBSCRIBER WITH AN ACTIVE TRIAL, PAID, OR AD SUPPORTED SUBSCRIPTION PLAN PRIOR TO DECEMBER 6, 2022; and (iii) 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 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, ESPN 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.

SPECIAL PUBLICITY NOTICE. If you are selected as a potential winner, you grant to Sponsor and their 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. Two (2) Grand Prizes will be awarded, one each to two (2) winners using the selection process described below and satisfaction of the eligibility requirements set forth above, each consisting of a check for \$25,000.

Approximate Retail Value of all Prizes: \$50,000.

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. Once a prize is awarded and delivered to a winner, such prize shall be the responsibility of the winner and will not under any circumstances be replaced by Sponsor. 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.

ODDS. Odds of winning depend upon the number of eligible Entries received during the Entry Period.

WINNER / SELECTION / AGREEMENTS. Winners will be determined in a random drawing to be held on or about **December 20, 2022**, following the close of the Entry Period 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 telephone using information provided at time of entry on the Entry Page. If a selected winner does not answer the call, a message will be left, and the selected winner must respond back to Sponsor within one (1) business day from the time of the message is left to give a valid email address where notification of potential winner status and required documents as described below can be sent. Except where prohibited, acceptance of a prize constitutes winner's consent, and winner 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, in connection with Sponsor, this Sweepstakes, the Sponsor's web sites, and the Events. Winner will be required to sign, have notarized, 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. Prizes will be awarded within 45 days after receipt and verification of completed prize notification. 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 the potential winner cannot be contacted for any reason, including an invalid telephone number, if the Declaration is not complete, notarized, 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.

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. 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: We will make no use of your telephone number or date of birth as a result of your Entry except to contact potential winner and to verify your eligibility to enter. This promotion may be advertised on Facebook, but Entrants will be providing information to Sirius XM Radio Inc. and not to Facebook. Be sure to read the SiriusXM Radio 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) 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. 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 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, ESPN, and those working on their respective behalf, and all other businesses involved in this Sweepstakes (including prize vendor or provider, talent), 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.

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.

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

Dispute Resolution - Arbitration/Class-Action Waiver. By participating in this Giveaway, you understand and agree that any dispute, cause of action or claim ("**Claim**") arising out of, related to, or in connection with this Giveaway between you and any of the Released Parties shall be brought and resolved exclusively by individual binding arbitration in accordance with the rules and procedures of the American Arbitration Association ("**AAA**") in effect at the time the Claim is filed. A copy of the AAA rules, forms and instructions for initiating an arbitration are available at www.adr.org or by calling (800) 778-7879. In an arbitration, a dispute is resolved by an arbitrator, or a panel of arbitrators, instead of a judge or jury. As such, you hereby waive the right to go to court, including the right to a jury, act as a class representative or participate as a member of a class of claimants with respect to any Claim submitted to arbitration or litigation, regarding any Claim you have against any or all Promotion Parties. Prior to filing a Claim for arbitration with the AAA, each party agrees to attempt to resolve the Claim informally by notifying the other party in writing of the issue(s) underlying the Claim and both parties shall work in good faith to resolve such issue(s). To initiate an informal resolution to a Claim with Sponsor, you must send a notice by first class United States mail to Sirius XM Radio Inc., 1221 Avenue of the Americas, 35th Floor, New York, NY 10020, Attention: General Counsel. To informally resolve a Claim with another one of the Released Parties, you must send notice through their registered agent. If such attempts are unsuccessful, a party may thereafter file a Claim with the AAA. No party start a formal proceeding for at least 60 days after notice of an informal claim is made. If you file and prevail on a Claim, Sponsor will reimburse you for your filing fees and costs in connection with the Claim. You may elect to opt-out of arbitration by sending a letter (an "**Arbitration Opt-Out Notice**") to Sirius XM Radio Inc., 1221 Avenue of the Americas, 35th Floor, New York, New York 10020; Attention: General Counsel: ESPN 50k Giveaway SiriusXM Sweepstakes Arbitration Opt-Out. The Arbitration Opt-Out Notice must include (1) your first and last name; (2) your postal mailing address; (3) phone number; (4) email address; and (5) a clear statement that you do not wish to resolve disputes with Sirius XM through arbitration. The Arbitration Opt-Out Notice must be received no later than thirty (30) days from the date you entered the Giveaway. The Arbitration Opt-Out will apply only to Claims arising under this Giveaway and it not a general arbitration opt-out of all Claims with Sponsor or any Released Party. In the event this Dispute Resolution provision is held unenforceable, in whole or part, you agree that all Claims shall be (i) 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, and (ii) brought and heard 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. In such cases, 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 GIVEAWAY. 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 winner, available after **January 10, 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/ESPN 50k Giveaway SiriusXM Sweepstakes.

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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