SiriusXM BPM Live with John Summit
Call-In to Win Tickets
To The
Experts Only Festival

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. U.S. LAW GOVERNS. VOID WHERE PROHIBITED BY LAW.

Open only to current U.S. SiriusXM subscribers 21 years of age or older with an active trial, paid or ad-supported subscription on or prior to September 18, 2025.

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

1. **PROMOTION PERIOD**. The Experts Only Ticket Giveaway promotion (the "**Promotion**") begins at 1:00 p.m. Eastern Time ("**ET**") on September 19, 2025, and ends at 2 p.m. ET on September 19, 2025 (the "**Promotion Period**").

2. **HOW TO ENTER.** Tune in to SiriusXM BPM (Ch. 52) on the SiriusXM App or your satellite radio during the Promotion Period and listen for the on-air announcement prompting you to call in for your chance to win two (2) VIP tickets to the Experts Only Festival in New York City (on Randall's Island), on September 20 and 21st 2025.

3. **ELIGIBILITY, CONDITIONS OF ENTRY.** This Promotion is open only to individuals who: (i) are a legal resident of the 50 U.S. the District of Columbia and Puerto Rico; (ii) at least 21 years of age as of the start of the Promotion Period; and (iii) are a current SiriusXM subscriber on a trial, self-pay or ad-supported subscription on or before September 19, 2025. Employees of Sponsor and its 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.

   By participating in the Promotion, you: (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bond by the decisions of Sponsor, which are final and binding in all matters. Any effort by a person to misrepresent himself or herself will disqualify that person from participating. Sponsor and its agents reserve the right to verify eligibility qualifications of any Participant. Failure to comply with these Official Rules as determined in the sole discretion of the Sponsor may result in disqualification from the Promotion. This Promotion is subject to all applicable federal, state, and local laws and regulations. Void where prohibited by law.

4. **SPECIAL PUBLICITY NOTICE**. By participating in this Promotion, if you are selected as a Participant, you grant to Sponsor and its subsidiaries, affiliates, successors, assigns, licensees and agents performing services on its behalf (collectively, "SiriusXM") the

irrevocable right to record, broadcast, create transcriptions, film, exhibit, edit and use your name, hometown, appearance, photograph, likeness, recording, image, voice, conversation and performance ("Appearance") in whole or in part, as part of the SiriusXM programming and for advertising, and promotional marketing purposes as solely determined by SiriusXM, in any and all media now known or hereafter invented in perpetuity. You agree that any recordings and materials created by, for or on behalf of any of SiriusXM that incorporate your Appearance are owned by SiriusXM and SiriusXM has the unlimited right throughout the universe in all languages in perpetuity to modify, edit, copyright and/or reproduce the recordings and materials and Appearance. SiriusXM shall not have any liability for any visual or audio distortion that may occur in the use of the Appearance. You waive all right to approve the final version or use of such materials containing the Appearance. You also understand and agree that SiriusXM is under no obligation to use the Appearance and will have no liability to you if the Appearance is not used. This release is gratuitous, SiriusXM will not owe you any compensation or future payment obligation for the use of my Appearance. The rights granted SiriusXM herein are perpetual and worldwide. See more details at "WINNER / SELECTION / AGREEMENTS" below.

5. **PRIZE**. Two (2) Grand Prizes will be awarded as follows, subject to eligibility verification and compliance with these Official Rules:

    - Two (2) VIP tickets to the Experts Only Festival on September 20-21 in New York City, NY (the "Event"). **NO LODGING OR TRANSPORTATION TO OR FROM THE EVENT WILL BE PROVIDED.** Approximate Retail Value ("**ARV**"): $200. Total ARV $400.

6. **PRIZE CONDITIONS.** Prizes are non-transferable. All expenses not specifically mentioned herein, including without limitation, transportation, parking, lodging, and personal expenses such as meals, photos, souvenirs, are the responsibility of the winner and their guest. Date and location of any 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 (if any), 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 guest must comply with all venue and Event rules and regulations, including execution of all required releases (if applicable). Winner and guest 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. Winner is responsible for their guest. If winner is unable to attend the Event or travel to the event, the selected winner will forfeit the prize and the runner up Participant may be deemed the alternate winner awarded the Prize, or the Prize will go unawarded if time does not permit. 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 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 winner. If applicable, winner will receive an IRS Form 1099 for the actual value of the prize awarded.

7. **ODDS**. Odds of winning are based on the total number of callers.

8. **WINNER / SELECTION / AGREEMENTS.** Except where prohibited by law, acceptance of a prize constitutes a winner's consent to allow Sponsor and its promotional agents and licensees to use Winner's name, likeness, photo, audio, 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 Promotion, the BPM Show and social media pages. The winner will be selected live on-air by the John Summit. If the selected winner is no longer on the phone line at the time of announcement, the Show staff will make a reasonable attempt to contact them using the number provided during the call. Failure to reconnect with the selected winner within a reasonable timeframe may result in disqualification and selection of the runner up as the prize winner. Winner may be required to sign and return to Sponsor an Affidavit of Eligibility, Publicity & Liability Release (except where prohibited by law) and/or IRS Form W-9 (if required by IRS regulations) (collectively, the "**Winner Documents**"), prior to and as a condition of acceptance of a prize or the prize will be forfeited. If a Winner Documents are not completed and/or received by Sponsor within the time required, or in the event of non-compliance with these Official Rules, the prize will be forfeited.

9. **PRIVACY NOTICE / MARKETING**. By entering this Promotion, any personal information provided by Participants will be used consistent with Sponsor's privacy policy at www.siriusxm.com/privacy. You consent to Sponsor providing your personal information to any prize supplier as needed in order to fulfill the prizes. Prize supplier's use of such information will be used in accordance with their respective privacy policies.

10. **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 Promotion, or if technical difficulties or technical corruption (including a computer virus or system malfunction) compromise the integrity of the Promotion, Sponsor reserves the right to terminate the Promotion. Any attempt to deliberately damage the content or operation of this Promotion 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**"), hereby release, and agree to defend, indemnify, and hold harmless the Sponsor, John Summit, and those working on their respective behalves, and all other businesses involved in this Promotion (including prize vendor/provider), as well as each of their respective employees, officers, directors, agents and representatives, successors and assigns ("**Released Parties**"), from any and all actions, causes of action, suits, debts, accounts, agreements, 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 Promotion or the awarding, acceptance and use or misuse of the Grand Prize, including travelling to and attendance at the Event.

11. DISCLAIMER OF LIABILITY. The Released Parties shall not be responsible for (i) any promotion or operation of the Promotion beyond its control, (ii) the failure of any party or third party to comply with the instructions and proper administration of this Promotion, or (iii) fulfillment of any prize. 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 Promotion, or from the acceptance or use or redemption of any prize.

12. FORCE MAJEURE. In the event Sponsor and its agents are prevented from conducting or continuing with this Promotion 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 Promotion, and award or not award any prize in its sole discretion.

13. LAW / DISPUTE RESOLUTION. This Promotion 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 Promotion shall be resolved individually, without resort to any form of class action. Any action or litigation concerning this Promotion 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 PROMOTION. 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.

14. WINNERS LIST. For the name of the winners after October 1, 2025. ("**Winners List Date**"), send a stamped, self-addressed envelope (except where prohibited) and a note identifying the name of this Promotion within 45 days after the Winners List Date to the Sponsor at the address set forth below, Attention: Promotions Department.

15. **SPONSOR.** The Sponsor of this promotion is Sirius XM Radio LLC, 1221 Avenue of the Americas, 36th Floor, New York, New York 10020.

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