Fall Out Boy Tour 2024 SiriusXM Row-A-Show Sweepstakes

OFFICIAL RULES

NO ADDITIONAL 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 AND PROTOCOLS AND APPLICABLE LAWS REGARDING COVID-19 HEALTH AND SAFETY, WHICH MAY CHANGE AT ANY TIME WITHOUT NOTICE.

MUST BE A CURRENT SIRIUSXM SUBSCRIBER WITH AN ACTIVE TRIAL, PAID, OR AD SUPPORTED SUBSCRIPTION PLAN ON OR PRIOR TO OCTOBER 12, 2023. 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.

How To Enter. To enter this sweepstakes ("Sweepstakes"), go to www.siriusxm.com, find and follow the advertisement for the Fall Out Boy Tour 2024 SiriusXM Row-A-Show Sweepstakes to complete our online entry form ("Entry Page") between 10am Eastern Time ("ET") on October 26, 2023, and 5pm ET on November 27, 2023 (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 email 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 ON OR PRIOR TO OCTOBER 12, 2023; and (iii) is at least 18 years of age at time of entry; except wherever prohibited or restricted by law. This Sweepstakes is intended for participation in the aforementioned areas only.

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, you will forfeit winner status to the next eligible entrant in the drawing.

Employees of Sponsor, Live Nation, Crush Music and their 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.

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 their 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.

PRIZES. A total of twenty-three (23) Prizes will be awarded in connection with this Sweepstakes, each consisting of ten (10) tickets seated together to the Fall Out Boy Tour 2024 at one of the venues listed below (each, an "**Event**"). One (1) winner for each Event will determined by a random drawing from among all Entrants submitting an entry to attend that Event. Entrants may only select one Event on the entry page and Entries not selected for one Event will not be transferable to drawings for other Events. If there are no Entries for a particular Event, the prize for that Event will not be awarded. Each drawing for an Event shall be considered a separate and distinct drawing, and in no way connected to any other Event drawing.

Approximate Retail Value of each prize is \$1,000.

Entrants must request their sole preferred Event location and date at the time of entry.

Event locations: All below dates in 2024.

Date	City	Venue
Wednesday, February 28, 2024	Portland, OR	Moda Center
Friday, March 1, 2024	Seattle, WA	Climate Pledge Arena
Sunday, March 3, 2024	Sacramento, CA	Golden 1 Center
Monday, March 4, 2024	Anaheim, CA	Honda Center
Thursday, March 7, 2024	Fort Worth, TX	Dickies Arena
Friday, March 8, 2024	Austin, TX	Moody Center
Monday, March 11, 2024	Oklahoma City, OK	Paycom Center
Wednesday, March 13, 2024	Birmingham, AL	Legacy Arena at The BJCC
Friday, March 15, 2024	Orlando, FL	Amway Center
Saturday, March 16, 2024	Jacksonville, FL	VyStar Veterans Memorial Arena

Tuesday, March 19, 2024	Raleigh, NC	PNC Arena
Wednesday, March 20, 2024	Baltimore, MD	CFG Bank Arena
Friday, March 22, 2024	New York, NY	Madison Square Garden
Sunday, March 24, 2024	Albany, NY	MVP Arena
Tuesday, March 26, 2024	Grand Rapids, MI	Van Andel Arena
Wednesday, March 27, 2024	Pittsburgh, PA	PPG Paints Arena
Friday, March 29, 2024	Columbus, OH	Schottenstein Center
Saturday, March 30, 2024	Lexington, KY	Rupp Arena
Sunday, March 31, 2024	Nashville, TN	Bridgestone Arena
Tuesday, April 2, 2024	Milwaukee, WI	Fiserv Forum
Wednesday, April 3, 2024	Des Moines, IA	Wells Fargo Arena
Friday, April 5, 2024	Omaha, NE	CHI Health Center Arena
Saturday, April 6, 2024	Minneapolis, MN	Target Center

NO TRAVEL TO OR FROM AN EVENT OR LODGING WILL BE PROVIDED OR REIMBURSED. ALL EXPENSES RELATED TO TRAVELING TO AND FROM AN EVENT ARE THE SOLE RESPONSIBILITY OF WINNERS AND WINNER'S GUESTS.

Dates and locations of each Event are subject to change and not the responsibility of Sponsor. If an Event is cancelled for any reason, Sponsor's only obligation is to award, or not award, other elements of the prize, in its sole discretion. Event tickets are subject to certain terms and conditions as specified by the ticket issuer. Winner agrees that 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 guests must comply with all venue and Event rules and regulations, 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, but if no Entries are submitted for a particular Event, no drawing will occur and the prize for that Event will not be awarded. Any un-used 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 will receive an IRS Form 1099 for the actual value of prize awarded.

ODDS. Odds of winning a prize depend upon the number of eligible Entries submitted for a particular Event drawing.

<u>WINNER / SELECTION / AGREEMENTS.</u> Winners will be determined in a random drawing for each Event to be held on or about **November 27, 2023,** 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 Prize Winners will be notified by telephone or email using

information provided at time of entry and must respond within one (1) business day 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 prize constitutes winner's consent, and winner will be required to sign a release, to allow Sponsor and its agents to use winner's and winner's guests' names, likenesses, photos, 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 and return to Sponsor a Declaration of Eligibility, Publicity & Liability Release ("Declaration") (where permitted by law) 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. Prize 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, or 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 Event.

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: WINNERS AND GUESTS ARE RESPONSIBLE FOR STAYING INFORMED OF AND ABIDING BY ALL 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, EVENT VENUE AND STAFF, AND THEIR RESPECTIVE AGENTS, EACH RESERVE THE RIGHT, IN THEIR SOLE DISCRETION, TO REMOVE OR REVOKE ACCESS TO THE EVENT, TO ANY WINNERS AND/OR GUEST WHO DOES 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, MESSINA TOURING GROUP, EVENT VENUE, AND TALENT HAVE NO OBLIGATION OR RESPONSIBILITY TO ANY PERSON WHO IS UNABLE TO COMPLY WITH UPDATED REQUIREMENTS, IS DENIED ENTRY, OR WHO MAY BE REMOVED FROM THE EVENT.

PRIVACY NOTICE / MARKETING. By participating in this Sweepstakes, any personal information Entrants submit will be disclosed to the Sponsor and will be used consistent with Sponsor's 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.)

<u>Special Note</u>: 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 Sweepstakes 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, Live Nation, Crush Music and those working on their respective behalf, and all other businesses involved in this Sweepstakes (including 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.

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 or not award any Prize in its sole

discretion. IF AN EVENT IS CANCELLED, NO OTHER PRIZE WILL BE AWARDED AND SPONSOR SHALL HAVE NO FURTHER OBLIGATION TO AFFECTED WINNER.

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.

<u>WINNERS LIST</u>. For the names of the winners, available after <u>December 2, 2023</u> ("Winners 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: Sweepstakes Department/Fall Out Boy 2024.

SPONSOR. The Sponsor of this Sweepstakes is Sirius XM Radio Inc., 1221 Avenue of the Americas, 36th Floor, New York, New York 10020. Sponsor's Sweepstakes and other Sweepstakes may be advertised through its subsidiaries and affiliates, including Pandora[®]. This Sweepstakes may be advertised on Facebook, but this Sweepstakes is in no way sponsored, endorsed, administered by, or associated with, Facebook. Inquiries regarding the Sweepstakes must be directed to Sponsor.

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