

**SiriusXM Presents  
Howard 101 Fans In The Fishbowl Contest**

**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 AND PROTOCOLS WHICH MAY CHANGE AT ANY TIME WITHOUT NOTICE.**

**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**

**SPONSOR.** The Sponsor of this Contest is Sirius XM Radio Inc., 1221 Avenue of the Americas, 36<sup>th</sup> Floor, New York, New York 10020.

**HOW TO ENTER.** To enter the Howard 101 Fans In The Fishbowl Contest ("**Contest**"), go to [www.siriusxm.com](http://www.siriusxm.com), find and follow the advertisement for the SiriusXM Presents Howard 101 Fans In The Fishbowl Contest and complete the online entry form ("**Entry Page**") between 12:00 AM Eastern Time ("**ET**") on April 22, 2024, and 11:59 PM ET on May 1, 2024 (the "**Entry Period**"). Then, during the Entry Period (1) send an email to Howard101@HowardStern.com with "Fans In The Fishbowl" in the subject line, (2) include in or attach to the email either (i) a written essay of 1,000 words or less, or (ii) a voice memo of thirty seconds or less in the form of an .MP3 or .MFA file, containing your best arguments as to who you think is the most valuable Stern Show Staffer ("**Most Valuable Staffer Argument**"), and (3) include your full name, valid email, age, and cell phone number in the email ("**Email Submission**"). Only one written essay or voice memo may be including in an Email Submission.

Successful submission of all required information on both the Entry Page and Email Submission 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.

**LIMIT ONE ENTRY PER ELIGIBLE ENTRANT:** Only one Entry per person. 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.

All Entries become the property of Sponsor and will not be acknowledged or returned. By submitting an Entry, you agree to give Sponsor the right to use all of the content, ideas, and audio provided in your Most Valuable Staffer Argument and Email Submission, along with your name and identity, for promotional purposes, in any media now known or hereafter developed, including on the radio and Internet, without further compensation. Even though you consent to the above, Sponsor has no obligation to do any of it.

**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 Contest 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 and (ii) is at least 18 years of age at time of entry. This Contest is intended for participation in the aforementioned areas only.

By participating in the Contest, 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 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.

Employees of Sponsor 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. All Most Valuable Staffer Arguments must be an original work of authorship from Entrant and must not infringe upon or violate the rights of any third party. Most Valuable Staffer Arguments must not contain any content that is violent or derogatory of any ethnic, racial, gender, religious, professional or age group.

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 Contest. This Contest 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 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 eight (8) prizes will be awarded in the Contest. One (1) Prize will be awarded to eight (8) Winners using the selection process described below and the satisfaction of all eligibility requirements set forth above, each consisting of:

- Two (2) passes for Winner and a guest to attend a live taping of The Howard Stern Wrap-Up Show at the SiriusXM NY Studios in New York, NY on May 15, 2024 (the "**Event**").

Approximate Retail Value of all Prizes is \$0 as passes to the Event are not available for general purchase.

**NO TRAVEL WILL BE PROVIDED IN CONNECTION WITH ANY PRIZE. ALL COSTS AND EXPENSES TRAVELLING TO AND FROM THE EVENT ARE THE SOLE RESPONSIBILITY OF WINNERS AND GUESTS.**

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. Winner agrees that the passes 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 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. 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.

**WINNER SELECTION / AGREEMENTS.** Winners will be determined by the Howard 101 show staff ("**Judges**"), in its sole discretion, by judging the Most Valuable Staffer Argument associated with each valid Entry based on the cleverness, uniqueness, humor, and overall production and artistic quality of arguments. The Entries associated with the eight (8) best Most Valuable Staffer Arguments as judged by the Judges will be selected as the Winners of the Contest. All judging decisions are final and made at Judge's sole discretion. All Winner selections shall be final.

Selected Winners will be notified by telephone using information provided at time of entry on the Entry Page and if a selected winner does not answer the call, a message will be left, and the selected winner must respond back to Sponsor within Six (6) hours from the time of the message is left to confirm prize acceptance. Except where prohibited, acceptance of prize constitutes Winners' consent, and Winner and guest will be required to sign a release, to allow Sponsor and its promotional agents to use Winners' and Winners' 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. Winners' guest must also sign and return a liability and publicity release (unless prohibited). Prize will only be awarded 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 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 the Entry with the Most Valuable Staffer Argument judged by Sponsor as the next runner-up shall be selected as an alternate winner. 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 ABIDING BY ALL LOCAL LAWS AND EVENT VENUE RULES AND POLICIES. SPONSOR, THE EVENT PERSONNEL AND STAFF AND THEIR RESPECTIVE AGENTS, EACH RESERVE THE RIGHT, IN THEIR SOLE DISCRETION, TO REMOVE OR REVOKE ACCESS TO THE EVENT TO WINNER 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. SPONSOR, 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 Contest, 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 Contest will cause you to receive emails related only to this Contest.)

**Special Note:** We will make no use of your telephone number or age 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](http://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 Contest, or if technical difficulties or technical corruption (including a computer virus or system malfunction) compromise the integrity of the Contest, Sponsor reserves the right to terminate the Contest and select winners from among all eligible entries received prior to termination. Should the Contest be terminated prior to the stated expiration date, notice will be posted at [www.siriusxm.com](http://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 release, defend, indemnify, and hold harmless Sponsor and those working on their respective behalf, and all other businesses involved in this Contest (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 Contest 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 Contest 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 Contest; or (v) the failure of any third party to comply with the instructions and proper administration of this Contest.

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 Contest, 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 Contest 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 Contest, and award the prize in its sole discretion. IF THE EVENT IS CANCELLED SPONSOR'S ONLY OBLIGATION IS TO AWARD, OR NOT AWARD, ANY REMAINING ELEMENTS OF THE PRIZES DESCRIBED ABOVE, IN ITS SOLE DISCRETION, WITH NO ALTERNATIVE COMPENSATION TO WINNERS AND GUESTS.

**WINNERS LIST.** For the name of the winners, available after **May 31, 2024** ("**Winner List Date**"), send a stamped, self-addressed envelope (except where prohibited) and a note identifying the name of this Contest within 45 days after the Winners List Date to the Sponsor at the address set forth below, Attention: Promotions Department/Fans In The Fishbowl.

Sponsor's Contest 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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