

**SiriusXM's
FOO FIGHTERS TRVIA PINBALL MACHINE CONTEST**

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 APRIL 14, 2023. MUST BE 18 YEARS OF AGE OR OLDER AT TIME OF ENTRY. U.S. LAW GOVERNS. VOID WHERE PROHIBITED BY LAW.

CONTEST PERIOD. The SiriusXM Foo Fighters Trivia Pinball Machine Contest ("**Contest**") begins at 6 PM Eastern Time ("**ET**") on April 28, 2023 ("**Start Date**") and ends at 12 PM ET on May 22, 2023 (the "**Contest Period**").

ELIGIBILITY. This Contest is open only to individuals who meet the following qualifications: (i) a legal resident of the United States or Puerto Rico; (ii) at least 18 years of age at time of entry, and (iii) a SIRIUSXM SUBSCRIBER, ON AN ACTIVE TRIAL, PAID, OR AD SUPPORTED SUBSCRIPTION PLAN IN SPONSOR'S DATABASE PRIOR TO APRIL 14, 2023. Employees of SiriusXM Radio Inc. or any of its parent companies, subsidiaries, affiliates or advertising or promotion agencies or any other entity involved in the marketing or promotion of the Contest, or a member of the immediate family or household (whether or not related) of any such employee, are not eligible. Eligibility determinations will be made by Sponsor in its discretion and will be final and binding.

By participating in the Contest, Entrants (as defined below) agree (i) to be bound by these Official Rules, including all eligibility requirements; (ii) to be bound by the decisions of Sponsor and judges, which are final and binding in all matters; (iii) that if determined a Winner and you have won any prize from Sponsor within **six (6) months preceding the start of the Competition**, you will forfeit eligibility status; and (iv) **NOT TO SEEK, ACCEPT OR USE ANY ASSISTANCE, INCLUDING, BUT NOT LIMITED TO, THE USE OF ANY ELECTRONIC DEVICES, THE INTERNET, APPS, OR OTHER PERSONS, WHEN ANSWERING ANY QUESTIONS IN THE CONTEST.**

PARTICIPATION LIMIT: ONLY ONE SUBSCRIBER PER HOUSEHOLD (same address) MAY PARTICIPATE IN THE CONTEST, REGARDLESS OF THE NUMBER OF SIRIUS XM ACCOUNTS IN THAT HOUSEHOLD. EACH ENTRANT'S NAME AND CITY PROVIDED MUST MATCH THE INFORMATION ON THE SUBSCRIBER'S SIRIUS XM ACCOUNT. ANY DELIBERATE MISREPRESENTATION BY THE USE OF AN ALIAS OR OTHER PERSON OTHER THAN THE ACCOUNT HOLDER WILL DISQUALIFY THAT PERSON AND, IN SPONSOR'S SOLE DISCRETION, ANY FUTURE SPONSOR PROMOTIONS. To ensure eligibility, ensure your Sirius XM account information is current.

Employees of Sponsor, including Pandora[®], Stern Pinball, or its subsidiaries, affiliates, advertising and promotion agencies, retailers or distributors, employees and each of their respective subsidiaries, affiliates, owners, shareholders, officers, directors, agents, representatives and employees and members of their immediate family (e.g., spouses, parents, domestic partners, children, siblings) are not eligible to win. 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 or any Competition. This Contest is intended for participation in the United States and Puerto Rico only and shall be construed and evaluated

according to United States law. This Contest is subject to all applicable federal, state, and local laws and regulations. Void where prohibited by law.

HOW TO ENTER. From 6 PM ET on April 28, 2023 thru 12 PM ET on May 22, 2023 (the "**Entry Period**") (i) go to www.siriusxm.com, (ii) find and follow the advertisement for the Foo Fighters Pinball Trivia Contest, (iii) complete all required fields on the online entry form, including a Foo Fighters trivia question (the "**Contest Entry Form**"), and (iv) submit the Contest Entry Form. Successful completion of the foregoing during the Entry Period shall be considered an "**Entry**," and the person submitting the Entry, an "**Entrant**". Submitting an Entry constitutes acknowledgement of and consent to these Official Rules. Only one Entry per Entrant. Sponsor shall have the right to disqualify Entrants who submit duplicate Entries. Data rates and charges, if any, charged by the Entrant's Internet or mobile service provider are the sole responsibility of the Entrant. All Entries are subject to verification at any time. Proof of submission of an Entry does not constitute proof of entry.

SELECTION OF COMPETITORS. At the end of the Entry Period, Sponsor will randomly select four (4) Potential Competitors ("**Potential Competitors**") from among all Entries that contain a correct answer to the trivia question on the Contest Entry Form. The odds and chances of being selected as a Potential Competitor will depend on the number of Entrants who correctly answered the trivia question on the Contest Entry Form.

Potential Competitors will be notified by email using information provided on the Contest Entry Form, and must confirm their availability and willingness to participate in a Foo Fights trivia competition scheduled to be conducted and recorded between the hours of 8pm and 10pm Eastern on May 26, 2023 via either Zoom or teleconference (the "**Competition**"). If a Potential Competitor does not respond within eight hours of receipt of the email, or is otherwise not available, willing, or otherwise eligible to participate, that Potential Competitor will forfeit their ability to participate in the Contest, and Sponsor shall select a new Potential Competitor from among the remaining Entries that contained a correct answer to the trivia question on the Contest Entry Form. This process will continue until Sponsor has confirmed four (4) Potential Competitors are available, willing, and eligible to participate in the Competition (each a "**Confirmed Competitor**").

The Competition will consist of a trivia contest amongst the Confirmed Competitors who will be paired up and asked to answer a series of head-to-head Foo Fighters related trivia questions (each, a "**Question**"). The Confirmed Competitor that correctly answers the most Questions will be the winner (the "**Winner**") at which time the Competition will conclude. In the event of a tie, Sponsor may, at its discretion, ask Confirmed Competitors additional Questions until a Winner is determined for the Competition. In the event a Winner is subsequently found to have been ineligible, or must forfeit winning status, either the second place Confirmed Competitor in the Competition may be declared the Winner, or no winner will be declared, with all such decisions in the Sponsor's sole discretion.

SPECIAL PUBLICITY NOTICE AND GRANT OF RIGHTS. By Entering, each Entrant grants to Sponsor, its parent companies, subsidiaries and affiliates, agents and licensees, and each of their respective successors and assigns (collectively, the "**Licensees**") an irrevocable, royalty-free right and license to use, copy, display, publish, perform, edit, and broadcast the Entrant's name, likeness, voice, indicia of identity, persona, biographical information and statements attributed to the Entrant ("**Personality Rights**") and the Entrant's performance in the Contest (in whole or in part), in perpetuity, throughout the world, in all media and formats whether now or later known or developed (including, without limitation Licensee's websites and applications, social media channels, and third-party websites, and satellite and streaming services), for commercial purposes and any other purposes (including, without limitation, judging, advertising, promotion, merchandising and publicity for the Contest), without further notice, approval or compensation, unless prohibited by law. Entrant

agrees that any recordings and materials created by the Licensees that includes Entrant's Personality Rights and/or Entrant's Submission will be solely owned by the applicable Licensees which will have the unlimited right throughout the world in all languages in perpetuity to modify, edit, to modify, edit, copyright and/or reproduce the recordings and materials. Licensees shall not have any liability for any visual or audio distortion that may occur. Entrant waives all right to approve the final version or use of such materials containing his/her Personality Rights. Although Entrants consent to all the above, Sponsor has no obligation to do any of the above.

PRIZE. One (1) Prize will be awarded to the Winner as follows, subject to eligibility verification and compliance with these Official Rules:

- One (1) Premium Stern Pinball Foo Fighters pinball machine.

ARV of the prize is \$USD 9,699.

No prize substitution, cash substitution, or 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 a 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 and 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.

ODDS. This Contest requires an exercise of skill and the odds of winning depend upon the number of Entrants correctly answering the trivia question on the Contest Entry Form, and if selected a Confirmed Competitor, winning the Competition. This Contest is intended to be advertised as follows: (1) on the radio on various music, talk, entertainment and sports channels on both Sirius and XM Radio, (2) on the internet on various music, talk, entertainment and sports websites and SiriusXM channel pages at www.siriusxm.com, (3) on Facebook, Twitter and other social media sites, and (4) by unsponsored and sponsored members of the public in social media and online communities.

WINNER / SELECTION / AGREEMENTS. Winner will be required to sign and return to Sponsor an Affidavit of Eligibility, Publicity & Liability Release (where not 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, WITHIN ONE (1) BUSINESS DAY OF receiving the Winner Documents. If a Winner Document is 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, and the person who was the Confirmed Competitor who came in second will be declared the Winner.

PRIVACY NOTICE / MARKETING. By entering this Contest, any personal information provided by Entrants will be used in accordance with Sponsor's privacy policy at www.siriusxm.com/privacy. Sponsor may use Entrant's 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 promotion will cause you to receive emails related only to this promotion.)

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 winner 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. 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 ("**Releasing Parties**"), hereby release, and agree to defend, indemnify, and hold harmless the Sponsor, Stern Pinball and those working on their respective behalves, and all other businesses involved in this Contest (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, 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 and 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 Contest or in the announcement of any prize; (ii) 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; (iii) 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 (iv) the failure of any third party to comply with the instructions and proper administration of this Contest.

Entrants 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 or use or redemption of any prize.

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 weather, 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.

LAW / DISPUTE RESOLUTION. This Contest 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 Contest shall be resolved individually, without resort to any form of class action. Any action or litigation concerning this Contest 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 CONTEST. 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 **June 1, 2023** ("**Winners 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/ Foo Fighters Trivia Pinball Machine Contest.

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 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, or administered by, or associated with, Facebook.

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