SiriusXM's SiriusXMMY Sweepstakes on MLB Network Radio

OFFICIAL RULES

NO ADDITIONAL PURCHASE NECESSARY TO ENTER OR WIN.
A purchase will not increase your chances of winning.
Void where prohibited. U.S. Law Governs.

OPEN ONLY to active SiriusXM subscribers (self-paid or an introductory trial) continuously since January 1, 2021, while meeting other geographical Conditions of Entry (see Official Rules), who are at least 18 years of age at time of Entry.

How To Enter. This sweepstakes starts on Monday, January 18, 2021, and ends on Friday, January 22, 2021(the "Entry Period"). The sweepstakes will be available for entry during the live radio show "Inside Pitch" on MLB Network Radio, airing from 2:00 p.m. to 6:00 p.m. Eastern Time ("ET") each day during the Entry Period. You can only enter this sweepstakes by (i) calling 1-866-652-6696, a toll-free phone number, when prompted to do so by an on-air announcement on "Inside Pitch" during the Entry Period, and (ii) being on the air and participating by answering the Question of The Day. Everyone who gets a chance to be on-air, regardless of whether a correct answer to the Question of The Day is given, will receive a number, as a "Finalist," and be entered into a random drawing to be conducted at the end of the Entry Period for a chance to win the single Grand Prize. The drawing will be conducted on or about Friday, January 22, 2021, after the end of the Entry Period, from among all eligible Finalists. Limit one (1) entry per person. Multiple entries (calls which result in you being on the air) submitted by a single person during the Entry Period will be void.

CONDITIONS OF ENTRY / ELIGIBILITY TO WIN. Each entrant agrees 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 48 contiguous United States or the District of Columbia; <u>or</u> if a legal resident of Alaska or Hawaii, has a standalone SiriusXM Internet Radio subscription; <u>or</u> if a legal resident of Puerto Rico, has a Sirius Satellite radio subscription; (ii) has been an ACTIVE SIRIUSXM SUBSCRIBER, WITH EITHER A SELF-PAID OR AN INTRODUCTORY TRIAL SUBSCRIPTION IN SPONSOR'S DATABASE CONTINUOUSLY SINCE AT LEAST JANUARY 1, 2021; and (iii) is at least 18 years of age (except in the case of legal residents of certain states where the legal age of majority is greater than eighteen (18) years of age, such legal age of majority) at time of entry; except wherever prohibited or restricted by law. This sweepstakes is intended for play in the aforementioned areas only and shall only be construed and evaluated according to United States law.

By participating in the sweepstakes you 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, (iii) 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 agree to forfeit winner status and Sponsor may award the prize to an alternate winner, and (iv) that by entering this sweepstakes, you grant to the Sponsor, and the "MLB Entities" (defined below), a royalty-free right and license to use your name, identity, description of prize won, hometown and likeness, if applicable, in perpetuity, throughout the universe, in any and all media now known or hereafter devised, for the sole purpose of advertising and promoting, or reporting and editorializing upon this sweepstakes.

Employees of the Sponsor, including Pandora®, employees of the "MLB Entities" (defined, collectively, as the Office of the Commissioner of Baseball ("BOC"), its Bureaus, Committees, Subcommittees and Councils, MLB Advanced Media, L.P., Major League Baseball Properties, Inc., The MLB Network, LLC, the Major League Baseball Clubs ("Clubs"), each of their parent, subsidiary, affiliated and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Clubs or the BOC, Rawlings Sporting Goods Company, Inc., and the owners, general and limited partners, shareholders, directors, officers, employees and agents of the foregoing entities), and each of their respective subsidiaries, affiliates, advertising and sweepstakes agencies, retailers or distributors, and members of their immediate family (e.g., spouses, parents, domestic partners, children, siblings), are not eligible to win. Any effort by an entrant to misrepresent himself or herself, through the use of aliases or multiple submissions 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. Entrants hereby release and hold harmless each of Sponsor and the MLB Entities as described below under "GENERAL CAUTION / RELEASE." This sweepstakes is subject to all applicable federal, state and local laws and regulations. Void where prohibited by law.

SPECIAL PUBLICITY NOTICE. By entering this sweepstakes you grant to Sponsor, Rawlings Sporting Goods Company, Inc., the MLB Entities, and each of their respective promotional agents, your express permission (except where prohibited by law) to use your entry 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 Finalist or the Grand Prize winner, you grant to Sponsor, including Pandora®, the MLB Entities, and each of their respective promotional agents your express permission (except where prohibited by law) to use your name, identity, entry on the radio, description of prize won, hometown, or other entry information and likeness, if applicable, for promotional, entertainment and any other lawful purposes, in any media now known or hereafter developed, including on the radio and for "live notification" of potential Grand Prize winner status purposes, without further compensation or notice. Even though you consent to all of the above, Sponsor and the MLB Entities have no obligation to do any of it. See more details at "WINNER / SELECTION / AGREEMENTS" below.

PRIZE. One (1) "Grand Prize" will be awarded. Winner will receive (a) one \$200 gift card to MLBShop.com and (b) a personalized Rawlings baseball bat. (Approximate Retail Value of prize to be awarded: \$500). All prize details, including bat model, to be determined by Sponsor. MLBShop.com gift cards are subject to their standard terms and conditions; see https://help-mlb.custhelp.com/app/answers/detail/a id/723 for more information.

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 will be awarded. Any un-used elements of the Grand 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 will receive an IRS Form 1099 for the actual value of the prize awarded. Actual retail value of prize depends upon location of winner and fares at time of departure.

All federal, state, and local taxes, if any, are the sole responsibility of the winner. Void where restricted or prohibited.

ODDS. Odds of winning depend upon the number of eligible Finalists. This sweepstakes is intended to be advertised as follows: (1) on the radio on the MLB Network Radio Channel on each of SiriusXM Radio Channel 89 on XM and 209 on Sirius, (2) on the Internet on siriusxm.com/mlbnetworkradio,

(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. The Finalists (defined above) will be entered into a random drawing for the Grand Prize which random drawing will be conducted on or about 6:00 PM ET on Friday, January 22, 2021, under the supervision of Sponsor whose decisions are final and binding in all matters. Selected potential winner will be notified by telephone and must respond within twenty-four (24) hours to give a valid email address where notification of potential winner status and required documents can be sent. TIME IS OF THE ESSENCE FOR THE VERIFICATION OF WINNER, IN ORDER TO MAKE AN ANNOUNCEMENT OF WINNER ON MONDAY, FEBRUARY 3, 2021. Subject to verification of eligibility and compliance with these Official Rules, the potential winner will be declared the official winner of the sweepstakes. Except where prohibited, acceptance of Grand Prize constitutes winner's consent, and the Grand Prize winner will be required to sign a release documenting such consent, to allow Sponsor, Rawlings Sporting Goods Company, Inc., the MLB Entities, and their respective promotional agents to use winner's name, likeness, photo, video footage, and/or biographical data for advertising and promotional purposes, without additional compensation or notice, in perpetuity, in all media, now known or hereafter developed. WINNER MAY BE REQUIRED TO SIGN AND RETURN TO SPONSOR AN AFFIDAVIT OF ELIGIBILITY, PUBLICITY & LIABILITY RELEASE ("Affidavit") (where permitted by law) and/or IRS Form W-9 (if required by IRS regulations), prior to and as a condition of acceptance of Grand Prize, WITHIN TWENTY-FOUR (24) HOURS OF RECEIPT OF NOTIFICATION or Grand Prize will be forfeited and an alternate potential winner selected by random drawing from among all remaining eligible Finalists. Prize will be awarded within seven (7) 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 Affidavit 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 potential winner will be selected at random from the remaining eligible Finalists.

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 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.) Special Note: We will make no use of (i) your telephone number, or (ii) your date of birth as a result of your Entry except to contact potential winners 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, including Pandora®, reserves the right to permanently disqualify any person it believes has intentionally 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 drawing, 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 the potential winner by random drawing from among all eligible Finalists determined 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 sweepstakes is unlawful and subject to legal action by the Sponsor, the MLB Entities and their agents. You agree, on your own behalf, and on behalf of your heirs, executors, administrators, legal representatives, successors and assigns ("Releasing Parties") to release,

defend, indemnify, and hold harmless the Sponsor, those working on its behalf, the MLB Entities, Rawlings Sporting Goods Company, Facebook, and all other businesses involved in this sweepstakes (including prize vendor/provider), 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 and use or misuse of the Grand Prize (or any portion thereof).

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 (defined above) shall not be liable for any injury, including death, loss or damage of any kind caused or claimed to be caused, by participation in this sweepstakes, 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 the sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, earthquake, explosion, 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. RELEASED PARTIES (A) MAKE NO WARRANTY, GUARANTY OR REPRESENTATION OF ANY KIND CONCERNING THE GRAND PRIZE (OR ANY PORTION THEREOF), AND (B) DISCLAIM ANY IMPLIED WARRANTY.

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. Any and 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 name of the winner, available after February 19, 2021 ("Winners List Date"), send a stamped, self-addressed envelope (except where prohibited) and a note identifying the name of this sweepstakes, but within 45 days after the Winners List Date to the Sponsor at the address set forth below, Attention: Promotions Department/SiriusXMMY Sweepstakes 2021.

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 promotions 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 or administered by, or associated with, Facebook. This sweepstakes is not sponsored, administered, produced or executed by Rawlings Sporting Goods Company or any of the MLB Entities and the MLB Entities will have no liability or responsibility for any claims arising in connection with participation in this sweepstakes or the prize awarded.

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