

SiriusXM's Power Alley Game Show Trivia Contest on MLB Network Radio

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 JANUARY 4, 2023. MUST BE 18 YEARS OF AGE OR OLDER AT TIME OF ENTRY. U.S. LAW GOVERNS. VOID WHERE PROHIBITED BY LAW.

PLEASE READ THE DISPUTE RESOLUTION - ARBITRATION/CLASS-ACTION WAIVER PROVISION BELOW AS IT SHALL GOVERN HOW DISPUTES CONCERNING THIS CONTEST WILL BE HANDLED, WHICH MAY IMPACT YOUR LEGAL RIGHTS.

CONTEST PERIOD. SiriusXM's Power Alley Game Show Trivia Contest on "MLB Network Radio" ("**Contest**") will be conducted from 12:00 PM Eastern Standard Time ("**EST**") on January 18, 2023 ("**Contest Start Date**") through 5 PM EST on February 10, 2023 (the "**Contest Period**").

HOW TO PARTICIPATE. The Contest will consist of four (4) separate daily games as shown in the chart below (each, a "**Daily Game**"). Beginning on the Contest Start Date, you may enter the Contest by completing the Contest entry form ("**Entry Page**") that is accessible via an advertisement for the Contest on the SiriusXM web site (siriusxm.com) and promoted on the "Power Alley" show on SIRIUS XM MLB Network Radio Channel 89 (the "**Show**"). You must select the Daily Game you wish to enter in accordance with the time and dates in the Entry Chart below. Successful submission of all required information on the Entry Page 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.

Daily Game Date	Entry Open Date	Entry Close Date
January 23, 2023 from 1pm-2pm EST	January 18, 2023 at 12pm EST	January 20, 2023 at 4pm EST
January 30, 2023 from 1pm-2pm EST	January 18, 2023 at 12pm EST	January 27, 2023 at 4pm EST
February 6, 2023 from 1pm-2pm EST	January 18, 2023 at 12pm EST	February 3, 2023 at 4pm EST
February 14, 2023 from 1pm-2pm EST	January 18, 2023 at 12pm EST	February 10, 2023 at 4pm EST

At the end of each Entry Close Date, Sponsor will conduct a random drawing from among all eligible Entrants for that Daily Game to select three (3) participants for that Daily Game (each, a "**Selected Participant**"). Sponsor will contact each Selected Participant of their selected status by either email or telephone using Entrants' information provided on the Entry Page (such communication, a "**Notice**") with information about the timing of the Daily Game which will be recorded and aired on the Show at a later date. Selected Participants must respond and confirm their ability to participate in the Daily Game no later than twelve (12) hours from receipt of the Notice. Selected Participants that do not respond to the Notice in such time or are otherwise deemed ineligible by Sponsor will forfeit their Selected Participant status and another Entrant for that Daily Game will be selected. Once three (3) Selected Participants are confirmed for a Daily Game, no other Entrants will be considered, and each such confirmed Selected Participant shall be considered a "**Contestant**" for that Daily Game. If there are an insufficient number of eligible Entrants for a Daily Game drawing, Sponsor may, in its sole discretion, either cancel that Daily Game or determine the selection of Contestants for that Daily Game in another manner.

Contestants will be instructed to participate in a Daily Game by logging into a video conference with the Show hosts to compete against the other two (2) Contestants for that Daily Game by answering MLB trivia questions. The two (2) Contestants to correctly answer the most trivia questions shall be considered "**Finalists**" for that Daily Game and will then compete against each other by answering additional trivia questions with the Finalist correctly answering the most questions being deemed the "**Daily Game Winner**" and the other Finalist, the "**Runner Up**."

CONDITIONS OF ENTRY/ELIGIBILITY. 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 and Show hosts, which are final and binding in all matters; (iii) that if determined a Daily Game Winner, and have won a prize in this Contest during one of the preceding Daily Games, will not enter again, and will be deemed ineligible to enter any subsequent Daily Games; 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 TRIVIA QUESTIONS.**

The Contest is open only to individuals who are: (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 CONTINUOUSLY SINCE AT LEAST JANUARY 04, 2023. 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. **LIMIT ONE ENTRY PER ELIGIBLE SUBSCRIBER:** Multiple entries submitted by a single person, 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. Employees of Sponsor, including Pandora®, or its subsidiaries, affiliates, advertising and promotion agencies, retailers or distributors, employees of the "**MLB Entities**" (defined, collectively, as the Office of the Commissioner of Baseball ("**BOC**"), and each of their respective subsidiaries, affiliates, owners, shareholders, officers, directors, agents, representatives and employees 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), 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 through the use of aliases or multiple e-mail addresses will disqualify such individual. Sponsor and its agents reserve the right to verify eligibility qualifications of any Entrant. 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. Void where prohibited by law.

SPECIAL PUBLICITY NOTICE. If you are selected as a Contestant, you grant to Sponsor, the MLB Entities 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, on Sponsor's web site, 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

FOUR (4) GRAND PRIZES: Each Daily Game Winner will receive:

- One (1) \$500 MLBshop.com gift code
- One (1) Tyler Kepner book, "The Grandest Stage: A History of the World Series"

Approximate Retail Value ("ARV") of each Grand Prize: \$525.

Eight (8) Runner Up Prizes: Each Runner Up will receive Tyler Kepner's book, "The Grandest Stage: A History of the World Series." ARV: \$25.

ARV of ALL PRIZES: \$2,300.

PRIZES ARE NON-TRANSFERABLE. In no event shall more than the number of stated prizes be awarded. ALL PRIZES ARE INTENDED TO BE AWARDED AS LONG AS THERE ARE A SUFFICIENT NUMBER OF ELIGIBLE CONTESTANTS. PRIZES WILL BE AWARDED WITHIN THIRTY (30) DAYS OF THE DAILY GAME WON. 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. 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 and possession of a prize are the sole responsibility of the winner. Winners will receive an IRS Form 1099 for the actual value of a prize awarded, if applicable. The MLBshop.com gift card portion of the grand prize is subject to the following terms and conditions: Valid only at MLBShop.com. Except where required by law, cannot be redeemed for cash or cash equivalent, returned, reproduced, modified, sold, traded, refunded or replaced if lost or stolen. Not valid for any other gift cards, codes or e-gift cards or on previous purchases or returns. No cash back unless required by law. If the value of your purchase exceeds the available gift card/e-gift card balance, you must pay the excess at the time of purchase. Any unused amount will be applied when you re-enter your gift card/e-gift card during your next purchase. All purchases are subject to the MLBShop.com Terms of Use, which may change at any time. To check your gift card balance, please visit MLBShop.com/GChelp. Gift cards/e-gift cards are void where prohibited. Gift cards/e-gift cards are issued by Fanatics Retail Group Fulfillment, LLC.

ODDS. Odds of winning depend upon the number of eligible Entrants entering a Daily Game and their ability to demonstrate knowledge of MLB trivia.

WINNER / NOTICE / AGREEMENTS. Daily Winners and Runners Up (collectively, "Winners") will be notified immediately of potential winner status and must provide an email address (off air), to be used for the purpose of sending winner verification and release documents. Except where prohibited, acceptance of a prize constitutes such Winner's consent, and WINNERS WILL EACH BE REQUIRED TO SIGN A PUBLICITY RELEASE, to allow Sponsor and its promotional agents to use each Winners' 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, in connection with Sponsor, this Contest, and the Sponsor's web sites. WINNERS WILL BE REQUIRED TO SIGN AND RETURN TO SPONSOR a Declaration on of Eligibility, Publicity & Liability Release ("Declaration") (where not prohibited by law) and/or IRS Form W-9 (if required by IRS regulations), prior to and as a condition of acceptance of a prize, **WITHIN ONE (1) BUSINESS DAY OF RECEIPT OF NOTIFICATION** or prize will be forfeited.

PRIVACY NOTICE / MARKETING. By entering this Contest, any personal information Entrants provide will be disclosed to and used only by Sponsor consistent with its 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 contestants. (If you have previously asked Sponsor to not send you promotional emails,

entry in 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 date of birth (if applicable) as a result of your Entry except to contact potential winners and to verify eligibility. 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 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. Any attempt to deliberately damage the Contest or operation of this Contest 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, the MLB Entities, 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, incidental damages, including for injury and death, claims and demands whatsoever, in law 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 or these Official Rules, 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 delay in transmission (including natural differential delay in transmission between satellite or Internet Radio when an on-air announcement on the Show is made during any one of the Contest Periods), 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 inbound telephone lines during the Contest Period, 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 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 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 or not award prizes, in its sole discretion.

Dispute Resolution - Arbitration/Class-Action Waiver. By participating in this Contest, you understand and agree that any dispute, cause of action or claim ("**Claim**") arising out of, related to, or in connection with this Contest between you and any of the Released Parties shall be brought

and resolved exclusively by individual binding arbitration in accordance with the rules and procedures of the American Arbitration Association (“**AAA**”) in effect at the time the Claim is filed. A copy of the AAA rules, forms and instructions for initiating an arbitration are available at www.adr.org or by calling (800) 778-7879. In an arbitration, a dispute is resolved by an arbitrator, or a panel of arbitrators, instead of a judge or jury. As such, you hereby waive the right to go to court, including the right to a jury, act as a class representative or participate as a member of a class of claimants with respect to any Claim submitted to arbitration or litigation, regarding any Claim you have against any or all Promotion Parties. Prior to filing a Claim for arbitration with the AAA, each party agrees to attempt to resolve the Claim informally by notifying the other party in writing of the issue(s) underlying the Claim and both parties shall work in good faith to resolve such issue(s). To initiate an informal resolution to a Claim with Sponsor, you must send a notice by first class United States mail to Sirius XM Radio Inc., 1221 Avenue of the Americas, 35th Floor, New York, NY 10020, Attention: General Counsel. To informally resolve a Claim with another one of the Released Parties, you must send notice through their registered agent. If such attempts are unsuccessful, a party may thereafter file a Claim with the AAA. No party start a formal proceeding for at least 60 days after notice of an informal claim is made. If you file and prevail on a Claim, Sponsor will reimburse you for your filing fees and costs in connection with the Claim. You may elect to opt-out of arbitration by sending a letter (an “**Arbitration Opt-Out Notice**”) to Sirius XM Radio Inc., 1221 Avenue of the Americas, 35th Floor, New York, New York 10020; Attention: General Counsel: Power Alley Game Show on “MLB Network Radio” trivia contest Arbitration Opt-Out. The Arbitration Opt-Out Notice must include (1) your first and last name; (2) your postal mailing address; (3) phone number; (4) email address; and (5) a clear statement that you do not wish to resolve disputes with Sirius XM through arbitration. The Arbitration Opt-Out Notice must be received no later than thirty (30) days from the date you entered the Contest. The Arbitration Opt-Out will apply only to Claims arising under this Contest and it not a general arbitration opt-out of all Claims with Sponsor or any Released Party. In the event this Dispute Resolution provision is held unenforceable, in whole or part, you agree that all Claims shall be (i) 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, and (ii) brought and heard 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. In such cases, 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 Winners, available after **February 20, 2023** (“**Winner 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: Promotions Department/SiriusXM’s PowerAlley Trivia 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 Sweepstakes and other promotions may be advertised through its subsidiaries and affiliates, including Pandora®.

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