

# SiriusXM Hits 1 wants you to Find Your Happy Place

## OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**OPEN ONLY TO ACTIVE SIRIUSXM SUBSCRIBERS (SELF-PAID OR AN INTRODUCTORY TRIAL) CONTINUOUSLY SINCE JUNE 28, 2021 WHILE MEETING OTHER CONDITIONS OF ENTRY (SEE OFFICIAL RULES), AND WHO 18 YEARS OF AGE OR OLDER AT TIME OF ENTRY. U.S. LAW GOVERNS. VOID WHERE PROHIBITED BY LAW.**

- 1. CONTEST PERIOD.** The SiriusXM Hits 1 wants you to Find Your Happy Place contest ("**Contest**") begins at 8:00 AM Eastern Time (ET), on July 12, 2021 ("**Start Date**"), and continues until 8:00 AM ET on July 26, 2021 (the "**Entry Period**").
- 2. HOW TO ENTER** No purchase or payment is necessary or required to enter. During the Entry Period, eligible persons ("**Entrants**") may (1) submit on the Contest web page located at [www.siriusxm.com/happyplace](http://www.siriusxm.com/happyplace) ("**Contest Webpage**") a written description (150 words or less) describing your 2020 experience ("**Submission**"). All Submissions must comply with the Submission Guidelines in Section 4, below. Completion of the foregoing shall be considered an "**Entry**." Submitting an Entry during the Entry Period constitutes acknowledgement of and consent to these Official Rules. Each Submission must be original and unique and must be submitted only once. If a particular Submission is submitted more than once, Sponsor shall have the right to disqualify all Entrants who submitted the duplicative Submission, to accept only the first Submission of the Submission or to take such other action as it deems appropriate in its discretion. All Submissions must be completed prior to the conclusion of the Entry Period. Data rates and charges, if any, charged by the Entrant's Internet or mobile service provider are the sole responsibility of the Entrant. Proof of Submission does not constitute proof of entry. Sponsor will have the right, in its discretion, to require proof of identity and/or eligibility (including, without limitation, government-issued photo identification). Failure to provide such proof to the satisfaction of Sponsor and/or Administrator in a timely manner may result in disqualification.
- 3. SUBMISSION GUIDELINES:** Each Submission must: (a) be original and have been created solely by the Entrant; (b) not violate or infringe upon the rights of any third party, including without limitation any copyright, trademark or right of privacy or publicity, or be unlawful, in violation of or contrary to any applicable law or regulation, or contain any material the use of which by Sponsor as permitted pursuant to these Official Rules would require a license or permission from or payment to any third party; (c) not previously have been (i) submitted in connection with any sweepstakes or contest, (ii) published for commercial purposes, or (iii) won any award; (d) be truthful and accurate; (e) not be disparaging, defamatory, threatening, indecent, violent, obscene or offensive, or promote a political agenda, violence, bigotry or discrimination; and (f) not contain any material that Sponsor, in its sole discretion, deems inappropriate for public dissemination. By submitting a Submission, Entrant, represents and warrants that the Entrant has complied with all of the foregoing requirements. Sponsor reserves the right in its sole discretion to disqualify any Submission it determines does not comply with these guidelines or to require the Entrant to make such changes to any Submission as are necessary to make it compliant.

- 4. SELECTION OF POTENTIAL WINNERS:** At the conclusion of the Entry Period, potential winners ("**Potential Winners**") will be selected by judges designated by Sponsor (the "**Judges**") from among all Entries validly entered into the Contest, by applying the following criteria (the "**Judging Criteria**"): Originality, detail and creativity. The odds and chances of being selected as a Potential Winner will depend on the number and quality of Submissions validly entered into the Contest during the Entry Period. All Judges' decisions will be in their sole discretion and final in all respects and not subject to challenge or review.
- 5. POTENTIAL WINNER VERIFICATION; WINNERS:** Potential Winners will be notified by Sponsor on or about July 26, 2021 by email using information provided by the Potential Winner on the Contest Webpage. Sponsor will have the right to require that each Entrant complete and return to Sponsor an Affidavit of Eligibility/Release of Liability and, if legally permissible, a Publicity Release, and any other documentation provided by Sponsor in connection with verification of the Entrant's eligibility and confirmation of the releases, ownership terms and grant of rights set forth in these Official Rules ("**Winner Verification Documents**"). Potential Winners must respond to Sponsor's initial notification attempt within forty-eight (48) hours of the notification attempt and Ent must complete and return to Sponsor any required Winner Verification Documents within twenty-four (24) hours after the Winner Verification Documents are provided to them.
- 6. CONDITIONS OF ENTRY / ELIGIBILITY TO WIN.** Potential Winners 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) a legal resident of the 48 contiguous United States or the District of Columbia; or if a legal resident of Alaska or Hawaii, has a standalone SiriusXM streaming subscription; or if a legal resident of Puerto Rico, has a SiriusXM 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 JUNE 28, 2021; (iii) is at least 18 years of age at time of entry; except wherever prohibited or restricted by law; and (iv) has not won a prize from Sponsor in the six (6) month period immediately preceding the start of the Contest Period. This Contest is intended for the aforementioned geographic areas only.

By participating in the Contest, you: (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor, which are final and binding in all matters.

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. 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. Void where prohibited by law.

- 7. SPECIAL PUBLICITY NOTICE.** By entering this Contest, 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 Contest, 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.

- 8. PRIZE.** One (1) Grand Prize will be awarded to one winner using the selection process described below and satisfaction of eligibility requirements set forth above, consisting of:
- One (1) round-trip coach air transportation for four (4) (winner plus up to three (3) guests) to Orlando, FL (the "**Destination**"), from the major commercial airport in the continental United States nearest to winner's primary residence as determined by Sponsor; provided that Sponsor reserves the right to substitute ground transportation for air transportation if winner resides within 250 miles of the Destination; Trip must be taken between 8/1/2021 and 7/31/2022 ("**Trip Period**").
  - One round trip ground transfer between the Orlando International Airport and the *Walt Disney World*® Resort via town car.
  - One (1) standard hotel accommodation for four (4) nights (with a maximum of four (4) persons per room and room tax only) at a hotel at the *Walt Disney World*® Resort selected by Disney in its sole discretion; based on availability.
  - Four (4) 5-Day Magic Your Way Tickets with Park Hopper® Option ("**Park Tickets**"). Terms and conditions apply to the Park Tickets.
  - One (1) Disney Gift Card with a value of \$200.00. Subject to restrictions and conditions at <http://disneygiftcard.com>. The Disney Gift Card can be used at select participating locations at *Walt Disney World*® Resort, Disneyland® Resort, Disney Cruise Line, Disney store locations in the U.S., Canada, and Puerto Rico, [shopDisney.com](http://shopDisney.com), DisneyPhotoPass, Adventures by Disney®, Aulani, A Disney Resort & Spa, and Disney's Beach Resorts. Gift Card cannot be used toward the purchase of a Disney Vacation Club Membership.
- Aggregate ARV of Grand Prizes is \$7,561.04.

All expenses specifically not mentioned herein, including without limitation, ground transportation, transfers, hotel amenities, fees and gratuities, meals, airline change fees, airline premium seat fees, airline baggage fees (both checked and carry on), personal expenses such as meals, photos, souvenirs, and passport fees, are the responsibility of the Winner and traveling companions. Travel and hotel accommodations are subject to availability. Certain blackout dates and material restrictions may apply. Park Tickets are subject to certain terms and conditions as specified by issuer. Winner agrees that the Park 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 Park Tickets 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. If a Winner is unable to travel on the dates required, that Winner will forfeit the prize and another winner will be selected in Sponsor's sole discretion. Winner and guests must travel on same itinerary. 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 will receive an IRS Form 1099 for the actual value of prize awarded. Actual retail value of prize depends upon location of winner and fares at time of departure.

**9. ODDS.** This Contest requires an exercise of skill and the odds of winning depend upon the number of eligible Submissions entered and the quality of those Submissions. This Contest may be advertised as follows: (1) on the radio on various music, talk, entertainment and sports channels on both SiriusXM Radio, (2) on the internet on various music, talk, entertainment and sports websites and SiriusXM channel pages at [www.siriusxm.com](http://www.siriusxm.com), (3) on Facebook, Twitter and other social media sites, (4) by unsponsored and sponsored members of the public in social media and online communities.

**10. WINNER / SELECTION / AGREEMENTS.** Except where prohibited by law, acceptance of a prize constitutes Winner's consent, and Winner and guest(s) will be required to sign a release, to allow Sponsor and its promotional agents to use Winner's and Winner's 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, in connection with Sponsor, this Contest, the Sponsor's web sites, and the Events. 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 the prize, WITHIN ONE (1) BUSINESS DAY OF receiving the Winner Documents or the prize will be forfeited, and an alternate winner selected. Winner's guests must also sign and return a liability and publicity release (where not prohibited by law) prior to travel. 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 an alternate winner will be selected in Sponsor's sole discretion. All guests must be at least 18 years old at time of travel except as follows. In the event a guest is under the age of majority ("**Minor**") as determined by the laws of the state in which s/he resides, the Affidavit must be signed by a parent or legal guardian on the Minor's behalf.

**SPECIAL NOTICE REGARDING TRAVEL AND VENUE ATTENDANCE:** WINNER AND GUESTS AGREE TO ABIDE BY ALL AIRLINE, AIRPORT AND VENUE SAFETY POLICIES, WHICH MAY INCLUDE, BUT NOT BE LIMITED TO, REQUIRED SOCIAL DISTANCING, REQUIRED MASKING, PROOF OF VACCINATION, AND PROOF OF NEGATIVE VIRUS TESTING. SPONSOR, THE APPLICABLE TRAVEL AIRLINE, AND THEIR RESPECTIVE AGENTS, EACH RESERVE THE RIGHT, IN THEIR SOLE DISCRETION, TO REMOVE OR TO DENY TRAVEL, OR REVOKE FULL OR PARTIAL ACCESS TO THE EVENT, TO WINNER AND/OR GUEST WHO DOES NOT COMPLY WITH AIRPLINE AND VENUE RULES, IS INTOXICATED, PRESENTS A SAFETY RISK, ENGAGES IN A DISRUPTIVE MANNER OR WITH INTENT TO ANNOY, ABUSE, THREATEN OR HARASS ANY OTHER PERSON AT THE EVENT, INCLUDING EMPLOYEES AND OTHER REPRESENTATIVES OF SPONSOR AND THEIR AGENTS.

**11. PRIVACY NOTICE / MARKETING.** By entering this Contest, any personal information provided by Contestants will be used consistent with Sponsor's privacy policy at [www.siriusxm.com/privacy](http://www.siriusxm.com/privacy). Sponsor may use Contestants' 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.)

**12. 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](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 ("**Releasing Parties**"), hereby release, and agree to defend, indemnify, and hold harmless the Sponsor 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, including travelling to and attendance at the Event.

**13. 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 or use or redemption of any prize, including travelling to and from and attendance at the Event.

**14. 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. IN THE EVENT THE EVENT IS CANCELLED OR TRAVEL TO THE DESTINATION IS IN ANY WAY DELAYED OR CANCELLED, SPONSOR'S ONLY OBLIGATION IS TO AWARD, OR NOT AWARD, THE REMAINING ELEMENTS OF THE PRIZES DESCRIBED ABOVE.

**15. 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.

**16. WINNERS LIST.** For the name of the winner, available after **July 28, 2021** ("**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/Happy Place.

**17. SPONSOR.** The Sponsor of this promotion is Sirius XM Radio Inc., 1221 Avenue of the Americas, 36<sup>th</sup> Floor, New York, New York 10020. Sponsor's Contest and other promotions may be advertised through its subsidiaries and affiliates, including Pandora<sup>®</sup>. 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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