

# Shawn Mendes Wonder: The World Tour SiriusXM Row-A-Show Sweepstakes

## OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. WINNERS WILL BE REQUIRED BE FULLY VACCINATED AGAINST COVID-19– FINAL DOSE 14 DAYS - BEFORE EVENT TO ATTEND.**

**MUST BE A CURRENT SUBSCRIBER WITH AN ACTIVE TRIAL, PAID, OR AD SUPPORTED SUBSCRIPTION PLAN SINCE AT LEAST OCTOBER 5, 2021. MUST BE 18 YEARS OF AGE OR OLDER AT TIME OF ENTRY. U.S. LAW GOVERNS. VOID WHERE PROHIBITED BY LAW.**

**How To Enter.** To participate in this promotion ("Promotion"), go to [www.siriusxm.com](http://www.siriusxm.com), find and follow the advertisement for Shawn Mendes Wonder: The World Tour to complete our online entry form and select the Event (as defined below) you would like to attend, between 12:00 PM Eastern Time ("ET") on October 20, 2021, and 12:00 PM ET on November 23, 2021 (the "**Entry Period**"). You can only enter this Promotion by online entry. Successful submission of all required information shall be considered an "**Entry**" and a person satisfying all eligibility criteria set forth herein shall be considered an "Entrant." Proof of submission will not be deemed to be proof of receipt. All Entries and requests become the property of Sponsor and will not be acknowledged or returned. **LIMIT ONE ENTRY PER PERSON AND ONE PER HOUSEHOLD:** 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.

**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 Promotion 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; (ii) IS A CURRENT SUBSCRIBER WITH AN ACTIVE TRIAL, PAID, OR AD SUPPORTED SUBSCRIPTION PLAN SINCE AT LEAST October 5, 2021; and (iii) is at least 18 years of age at time of entry; except wherever prohibited or restricted by law. This Promotion is intended for participation in the aforementioned areas only.

By participating in the Promotion, you: (i) agree to be bound by these Official Rules, including all eligibility requirements, (ii) agree to be bound by the decisions of Sponsor, which are final and binding in all matters, and (iii) agree 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 forfeit winner status to the next eligible entrant in the drawing.

Employees of Sponsor, MESSINA TOURING GROUP, 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 Promotion. This Promotion is subject to all applicable federal, state, and local laws and regulations.

**SPECIAL PUBLICITY NOTICE.** By entering this Promotion, 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 Promotion, 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 thirty-seven (37) Prizes will be awarded in connection with this Promotion, each consisting of ten (10) tickets seated together to Shawn Mendes Wonder: The World Tour at one of the 2022 live concert venues listed below (each, an “Event”). One (1) winner for each Event will be determined by a random drawing from among all Entrants submitting an entry to attend that Event. Entrants may only select one Event on the entry page and Entries not selected for one Event will not be transferable to drawings for other Events. If there are no Entries for a particular Event, the prize for that Event will not be awarded. Each drawing for an Event shall be considered a separate and distinct drawing, and in no way connected to any other Event drawing.

Approximate Retail Value of each prize is **\$1,000**.

Entrants must request their sole preferred Event location and date at the time of entry.

Event locations: All below dates in 2022.

<b>Date</b>	<b>City</b>	<b>Venue</b>
27-Jun	Portland, OR	Moda Center
28-Jun	Seattle, WA	Climate Pledge Arena
30-Jun	Sacramento, CA	Golden 1 Center
9-Jul	St. Paul, MN	Xcel Energy Center
12-Jul	Milwaukee, WI	Fiserv Forum
15-Jul	Rosemont, IL (Chicago)	Allstate Arena
19-Jul	Cleveland, OH	Rocket Mortgage Fieldhouse
20-Jul	Pittsburgh, PA	PPG Paints Arena
22-Jul	Charlotte, NC	Spectrum Center
23-Jul	Raleigh, NC	PNC Arena
27-Jul	Washington DC	Capital One Arena
2-Aug	Philadelphia, PA	Wells Fargo Center
5-Aug	Boston, MA	TD Garden
6-Aug	Boston, MA	TD Garden
12-Aug	Louisville, KY	KFC YUM! Center
19-Aug	Brooklyn, NY	Barclays Center
7-Sep	Glendale, AZ	Gila River Arena
9-Sep	Los Angeles, CA	Staples Center

10-Sep	Los Angeles, CA	Staples Center
15-Sep	Las Vegas, NV	T-Mobile Arena
17-Sep	Oakland, CA	Oakland Arena
21-Sep	Salt Lake City UT	Vivint Smart Home Arena
24-Sep	Denver, CO	Ball Arena
26-Sep	Kansas City, MO	T-Mobile Center
27-Sep	Oklahoma City, OK	Paycom Center
1-Oct	Dallas, TX	American Airlines Center
3-Oct	Austin TX	Moody Center
4-Oct	Houston TX	Toyota Center
8-Oct	Miami, FL	FTX Arena
11-Oct	Tampa FL	Amalie Arena
12-Oct	Orlando, FL	Amway Center
14-Oct	Atlanta, GA	State Farm Arena
19-Oct	Nashville, TN	Bridgestone Arena
22-Oct	Detroit, MI	Little Caesars Arena
24-Oct	Indianapolis, IN	Gainbridge Fieldhouse
26-Oct	Newark, NJ	Prudential Center

**NO TRAVEL TO OR FROM AN EVENT OR LODGING WILL BE PROVIDED OR REIMBURSED. ALL EXPENSES RELATED TO TRAVELING TO AND FROM AN EVENT ARE THE SOLE RESPONSIBILITY OF WINNERS AND WINNER'S GUESTS.**

Dates and locations of each Event is subject to change and not the responsibility of Sponsor. If an Event is cancelled for any reason, Sponsor's only obligation is to award, or not award, other elements of the prize, in its sole discretion. Event tickets are subject to certain terms and conditions as specified by the ticket issuer. Winner agrees that 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 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, but if no Entries are submitted for a particular Event, no drawing will occur and the prize for that Event will not be awarded. 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, or 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.

**ODDS.** Odds of winning a prize depend upon the number of eligible Entries submitted for a particular Event drawing. This Promotion may 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](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, and possibly (5) via selected versions of the

SiriusXM weekly e-newsletter "The Hear & Now" which versions contain banner advertisements for our Promotion that are delivered to a minimum of approximately 15,000,000 email addresses.

**WINNER / SELECTION / AGREEMENTS.** Winners will be determined in a random drawing for each Event to be held on or about **November 23, 2021**, following the close of the Entry Period from among all eligible entries received under the supervision of Sponsor whose decisions are final and binding in all respects. Selected Prize Winners will be notified by telephone or email using information provided at time of entry and must respond within one (1) business day to give a valid email address where notification of potential winner status and required documents as described below can be sent. Except where prohibited, acceptance of prize constitutes winner's consent, and winner will be required to sign a release, to allow Sponsor and its promotional agents to use winner's and winner's guests' names, likenesses, photos, 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 Promotion, the Sponsor's web sites, and the Events. Winner will be required to sign and return to Sponsor a Declaration of Eligibility, Publicity & Liability Release ("**Declaration**") (where permitted by law) 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. Prize will be awarded within 45 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, or 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 an alternate winner will be selected at random from the remaining eligible Entries for that Event.

**SPECIAL COVID-19 NOTICE:** Entrants fully understand that (a) the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation, or variation thereof, "**COVID-19**") is extremely contagious and there is an inherent risk of exposure to COVID-19 in any place where people are or have been present; (b) no precautions, including protocols that will be implemented from time to time by Event venue can eliminate the risk of exposure to COVID-19; (c) while people of all ages and health conditions have been adversely affected by COVID-19, certain people have been identified by public health authorities as having greater risk based on age and/or underlying medical conditions; (d) other persons travelling to and/or from the Event and attending the Event may not be fully vaccinated against the Covid-19 virus; and (e) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, other short-term and long-term health effects, and/or death, regardless of age or health condition.

**SPECIAL NOTICE REGARDING TRAVEL AND EVENT ATTENDANCE:** WINNERS AND GUESTS ARE RESPONSIBLE FOR STAYING INFORMED OF AND ABIDING BY ALL EVENT VENUE RULES AND POLICIES, WHICH MAY INCLUDE, BUT NOT BE LIMITED TO A TEMPERATURE CHECK, SOCIAL DISTANCING, MASKING, PROOF OF VACCINATION, AND/OR PROOF OF NEGATIVE VIRUS TESTING. SPONSOR, EVENT VENUE AND STAFF, AND THEIR RESPECTIVE AGENTS, EACH RESERVE THE RIGHT, IN THEIR SOLE DISCRETION, TO REMOVE OR REVOKE ACCESS TO THE EVENT, TO ANY WINNERS 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. COVID-19 HEALTH PROTOCOLS MAY CHANGE AT ANY TIME AND SPONSOR, MESSINA TOURING GROUP, EVENT VENUE, AND TALENT HAVE NO OBLIGATION OR RESPONSIBILITY TO ANY PERSON WHO IS UNABLE TO COMPLY WITH UPDATED REQUIREMENTS, IS DENIED ENTRY, OR WHO MAY BE REMOVED FROM THE EVENT.

**VACCINATION REQUIREMENT FOR EVENT ATTENDANCE:** All winners and guests of winners chosen or permitted by Sponsor to attend the Event must be fully vaccinated against COVID-19 at least fourteen (14) days prior to the Event.

**PRIVACY NOTICE / MARKETING.** By participating in this Promotion, any personal information Entrants submit will be disclosed to the Sponsor and will be used 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 promotion will cause you to receive emails related only to this promotion.)

**Special Note:** We will make no use of your telephone number or 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 Promotion, or if technical difficulties or technical corruption (including a computer virus or system malfunction) compromise the integrity of the Promotion, Sponsor reserves the right to terminate the Promotion and select winner from among all eligible entries received prior to termination. Should the Promotion 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 hereby release, defend, indemnify, and hold harmless the Sponsor, Messina Touring Group, and those working on their respective behalf, and all other businesses involved in this Promotion (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 Promotion 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 Promotion 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 Promotion; or (v) the failure of any third party to comply with the instructions and proper administration of this Promotion.

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 Promotion, 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 Promotion 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 Promotion, and award or not award any Prize in its sole discretion. IF AN EVENT IS CANCELLED, NO OTHER PRIZE WILL BE AWARDED AND SPONSOR SHALL HAVE NO FURTHER OBLIGATION TO AFFECTED WINNER.

**LAW / DISPUTE RESOLUTION.** This Promotion 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 Promotion shall be resolved individually, without resort to any form of class action. Any action or litigation concerning this Promotion 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 PROMOTION. 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 **November 30, 2021** ("**Winners List Date**"), send a stamped, self-addressed envelope (except where prohibited) and a note identifying the name of this Promotion within 45 days after the Winners List Date to the Sponsor at the address set forth below, Attention: Promotions Department/Shawn Mendes

**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 Promotion 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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