

# Tenacious D SiriusXM Sweepstakes

## OFFICIAL RULES

**NO ADDITIONAL PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. WINNER AND GUEST MUST FOLLOW AND COMPLY WITH ALL EVENT VENUE AND ARTIST POLICIES AND PROTOCOLS AND APPLICABLE LAWS REGARDING COVID-19 HEALTH AND SAFETY, WHICH MAY CHANGE AT ANY TIME WITHOUT NOTICE.**

**MUST BE A CURRENT SIRIUSXM SUBSCRIBER WITH AN ACTIVE TRIAL, PAID, OR AD SUPPORTED SUBSCRIPTION PLAN ON OR PRIOR TO NOVEMBER 2, 2022. MUST BE 21 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 SWEEPSTAKES WILL BE HANDLED, WHICH MAY IMPACT YOUR LEGAL RIGHTS.**

**HOW TO ENTER.** To enter this sweepstakes ("**Sweepstakes**"), go to [www.siriusxm.com](http://www.siriusxm.com), find and follow the advertisement for SiriusXM Sweepstakes to complete our online entry form ("**Entry Page**") between 3pm Eastern Time ("ET") on November 22, 2022, and 8pm ET on December 19, 2022 (the "**Entry Period**"). You can only enter this Sweepstakes via the Entry Page. Successful submission of all required information 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. All entries and requests become the property of Sponsor and will not be acknowledged or returned. **LIMIT ONE ENTRY PER ELIGIBLE SUBSCRIBER:** 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 Sweepstakes 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 ON OR PRIOR TO NOVEMBER 2, 2022; and (iii) is at least 21 years of age at time of entry. This Sweepstakes is intended for participation in the aforementioned areas only.

By participating in the Sweepstakes, Entrants 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, and (iii) that if determined the prize winner and 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, AEG, 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 Sweepstakes. This Sweepstakes is subject to all applicable federal, state, and local laws and regulations.

**SPECIAL PUBLICITY NOTICE.** 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.

**PRIZE.** One (1) Grand Prize will be awarded to one (1) winner using the selection process described below and satisfaction of the eligibility requirements set forth above, consisting of:

- A travel stipend of up to \$1,500 for winner and one (1) guest to travel to Las Vegas, NV (the "**Destination**")\*;
- One (1) hotel accommodation for two (2) nights (one standard double occupancy room and room tax only) in Las Vegas, NV, checking in on Friday, December 30, 2022 and checking out Sunday, January 1, 2022;
- Two (2) upgraded tickets to see Tenacious D in Las Vegas, NV scheduled for December 31, 2022 (the "**Event**");
- \$150 food and beverage credit

Approximate Retail Value of the Prize: \$3,000.

All expenses not specifically mentioned herein, including without limitation, ground transportation, transfers, hotel amenities, fees and gratuities, meals, airline change fees, airline premium seat fees, TSA and international air 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 guest. \*Winner is responsible for booking winner and guest flights to the Destination. Travel stipend of up to \$1,500 will be reimbursed to winner upon proof and submission of actual travel cost receipt. Winner and guest are solely responsible for ensuring they have appropriate and current travel documents to travel internationally. Travel and hotel accommodations are subject to availability. Certain blackout dates and material restrictions may apply. Date and location of the Event is subject to change and not the responsibility of Sponsor. If the Event is cancelled for any reason, Sponsor's only obligation is to award, or not award, the 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 the 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 guest 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 the Prize. If the winner is unable to travel on the dates required, the selected winner will forfeit the Prize and another winner will be selected from among eligible Entries received. Winner and guest must travel on same itinerary. 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. 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 the Prize awarded. Actual retail value of the Prize depends upon the location of the winner and fares to/from Destination at time of departure.

**ODDS.** Odds of winning depend upon the number of eligible Entries received during the Entry Period.

**WINNER / SELECTION / AGREEMENTS.** The winner will be determined in a random drawing to be held on or about **December 19, 2022**, from among all eligible entries received under the supervision of Sponsor whose decisions are final and binding in all respects. Selected Grand Prize Winner will be notified by telephone using information provided at time of entry on the Entry Page and if a selected winner does not answer the call, a message will be left, and the selected winner must respond back to Sponsor within one (1) business day from the time of the message is left 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 and guest 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. Winner will be required to sign and return to Sponsor a Declaration of Eligibility, Publicity & Liability Release ("Declaration") (unless prohibited) 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. Winner's guest must also sign and return a liability and publicity release (unless prohibited) prior to travel. Prize will only be awarded 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 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. Guest must be at least 21 years old at time of travel.

**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:** WINNER AND GUEST ARE RESPONSIBLE FOR STAYING INFORMED OF AND ABIDING BY ALL LOCAL LAWS AND TRAVEL AND EVENT VENUE RULES AND POLICIES. SPONSOR, THE APPLICABLE TRAVEL AIRLINE, EVENT PERSONNEL AND STAFF AND THEIR RESPECTIVE AGENTS, EACH RESERVE THE RIGHT, IN THEIR SOLE DISCRETION, TO REMOVE OR TO DENY TRAVEL, OR REVOKE ACCESS TO THE EVENT, TO WINNER 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, AEG, EVENT VENUE, AND TALENT HAVE NO

OBLIGATION OR RESPONSIBILITY TO ANY PERSON WHO IS UNABLE TO COMPLY WITH ANY UPDATED REQUIREMENTS, IS DENIED ENTRY, OR WHO MAY BE REMOVED FROM THE EVENT.

**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 our 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 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).

**AEG PRESENTS:** Upon entering this sweepstakes, Entrants will have an additional opportunity to opt-in to receive communications, including information and special offers from AEG Presents. If you opt-in to this opportunity, you agree that your personal information will be collected by Sponsor, given to AEG Presents, and that your data will be used by AEG Presents, subject to their privacy policy. Be sure to read [AEG Presents Privacy Policy](#).

**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 Sweepstakes, 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 winner from among all eligible entries received prior to termination. Should the Sweepstakes 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, AEG, and those working on their respective behalf, and all other businesses involved in this Sweepstakes (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 Sweepstakes 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 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 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 Sweepstakes, 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 Sweepstakes 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 sweepstakes, and award the prize in its sole discretion. IF 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, IN ITS SOLE DISCRETION, WITH NO ALTERNATIVE COMPENSATION TO THE WINNER AND GUEST.

**Dispute Resolution - Arbitration/Class-Action Waiver.** By participating in this Sweepstakes, you understand and agree that any dispute, cause of action or claim ("**Claim**") arising out of, related to, or in connection with this Sweepstakes 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](http://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: Tenacious D 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 Sweepstakes. The Arbitration Opt-Out will apply only to Claims arising under this Sweepstakes 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) (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 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.

**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. 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.

**WINNERS LIST.** For the name of the winner, available after **January 1, 2022** ("**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/Tenacious D.

**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 Sweepstakes 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, administered by, or associated with, Facebook. Inquiries regarding the promotion must be directed to Sponsor.

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