

**SIRIUSXM  
ULTIMATE SPORTS FAN SWEEPSTAKES**

**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 JULY 21, 2021, WHILE MEETING OTHER CONDITIONS OF ENTRY AS DESCRIBED BELOW, AND WHO ARE 18 YEARS OF AGE OR OLDER AT TIME OF ENTRY. U.S. LAW GOVERNS. VOID WHERE PROHIBITED BY LAW.***

**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®.

**HOW TO ENTER.** To enter this sweepstakes ("**Sweepstakes**") go to [www.siriusxm.com](http://www.siriusxm.com), find and follow the advertisement for the Ultimate Sports Fan Sweepstakes to complete our online entry form between **8:00 AM** Eastern Time ("**ET**") on **August 5, 2021**, and **8:00 PM** ET on **October 15, 2021** (the "**Entry Period**"). You can only enter this Sweepstakes by online entry. Successful submission of all required information shall be considered an "**Entry**." A person who successfully submits an Entry and satisfies all of the eligibility requirements described below 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 (1) ENTRY PER PERSON AND ONE (1) PER HOUSEHOLD:** Multiple entries submitted by a single person during the Entry Period, whether from one (1) e-mail address or multiple e-mail addresses shall render all of such person's entries void and ineligible. In the event of a dispute over the identity of an entrant, Entry will be deemed submitted by the authorized account holder of the Sirius XM account.

**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) 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 July 21, 2021; and (iii) is at least eighteen years of age 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: (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 twelve (12) months prior to the start of the Entry Period, you will forfeit winner status to the next eligible entrant in the drawing.

The following persons are ineligible to win the Grand Prize: Employees of Sponsor, 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. ("**MLB**"), 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, and the owners, general and limited partners, shareholders, directors, officers, employees, and agents of the foregoing entities); the "**NFL Entities**" (defined, collectively, as the National Football League, its member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, representatives and employees); the "**NBA Entities**" (defined, collectively as NBA Properties Inc., NBA Media Ventures, LLC, the National Basketball Association, and its Member Teams); the "**NHL Entities**" (defined, collectively as the National Hockey League, its member clubs, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., NHL Enterprises B.V., NHL Interactive CyberEnterprises, LLC); the "**College Football Entities**" (defined, collectively as College Football Playoff, CFP Events Inc., CFP Administration, LLC, and the College Football Playoff Foundation); the "**Indy 500 Entities**" (defined, collectively, as Indianapolis Motor Speedway, LLC, INDYCAR, LLC, and Brickyard Trademarks, Inc.), National Association for Stock Car Auto Racing, LLC ("**NASCAR**"), Daytona International Speedway, LLC, their affiliates and each of their respective employees, shareholders, officers, directors, successors, members, agents and assigns; the United States Golf Association and The Country Club; PGA TOUR; the "**USTA Entities**" (defined, collectively as the United States Tennis Association Incorporated, USTA National Tennis Center Incorporated, and the City of New York); and each of their respective subsidiaries, affiliates, advertising and promotion agencies, retailers or distributors. Except as otherwise noted, all of the foregoing entities shall be referred to herein as the "**Prize Entities**." The immediate family members (e.g., spouses, domestic partners, parents, children, siblings) of employees of Sponsor and the Prize Entities are also ineligible.

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. Void where prohibited by law.

**SPECIAL PUBLICITY NOTICE.** By entering this Sweepstakes, you grant to Sponsor, the Prize Entities, and their promotional agents your express permission (except where prohibited by law) to use your name and address on the radio for entertainment 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.

**GRAND PRIZE.** One (1) Grand Prize will be awarded to one (1) Entrant using the selection process described below ("**Winner**"), consisting of

- Two (2) tickets for Winner and one (1) guest to one (1) game/match at each of the following events ("**Events**"):
  - College Football Playoff National Championship (Scheduled for January 10, 2022)
  - Super Bowl LVI (Scheduled for February 13, 2022)
  - Daytona 500® (Scheduled for February 20, 2022)
  - THE PLAYERS Championship (Scheduled for March 13-18, 2022)
  - Indianapolis 500® Mile Race (Scheduled for May 29, 2022)
  - Stanley Cup® Final (Scheduled for May 2022)
  - NBA Finals (Scheduled for June 2022)
  - 2022 US Open® (Scheduled for The Country Club in Brookline, MA from June 16-19, 2022; Trophy Club tickets for Sat., June 18 and Sun., June 19)
  - MLB All Star Game (Scheduled for July 12, 2022)
  - US Open Tennis Championships (Scheduled for August 29 – September 11, 2022)
  - NFL Kickoff (Scheduled for September 2022)

- MLB World Series (Scheduled for October 2022)
- \$40,000 for travel, accommodations, taxes and other expenses that Winner is responsible for and may incur in traveling to and attending the Events.

Approximate Retail Value ("**ARV**") of total Grand Prize package: \$63,000.

**ALL TRAVEL AND OTHER EXPENSES RELATED TO TRAVELING TO AND FROM AND ATTENDING THE EVENTS ARE THE SOLE RESPONSIBILITY OF THE WINNER AND WINNER'S GUEST. WINNER IS RESPONSIBLE FOR BOOKING ALL TRAVEL AND ACCOMMODATIONS AND PAYING ALL APPLICABLE TAXES AND FEES. TICKETS TO THE EVENTS ARE AT THE DISCRETION OF THE PRIZE ENTITIES (DEFINED ABOVE) AND ARE NOT TRANSFERABLE. SPONSOR AND THE PRIZE ENTITIES SHALL HAVE NO RESPONSIBILITY WHATSOEVER FOR WINNER AND GUEST TRAVEL TO AND FROM ANY EVENT OR THEIR INABILITY TO TRAVEL TO OR ATTEND ANY EVENT.**

Date and location of Events are subject to change and not the responsibility of Sponsor. The location or type of all Event tickets will be at Sponsor and Prize Entities' sole discretion. Winner may choose to take a different guest to each Event. Tickets will be provided to Winner at the address provided at time of Entry (or subsequently updated). Tickets are for the sole personal use of Winner and one guest of Winner and may not be sold, auctioned off, or otherwise transferred to any other person. Tickets may be issued electronically, and Winner and guest may be required to download the respective Prize Entities' or a third-party's app in order to receive and/or use the Event tickets. All Event tickets are subject to certain terms and conditions as specified by 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 must comply with all venue and event rules and regulations. Once issued, Winner takes full responsibility for possession of tickets and tickets will not be reissued for any reason whatsoever. If any Event is rescheduled, suspended, delayed, or cancelled for any reason, Sponsor's only obligation is to award, or not award, the other elements of the prize, in its sole discretion. 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 one (1) Grand Prize be awarded. Grand Prize is intended to 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 prize awarded.

**FOR MLB EVENT:** Use of any Major League Baseball game/event/exhibition ticket is subject to the standard terms, conditions, and health and safety policies applicable to the ticket; see [mlb.com/ticket](http://mlb.com/ticket) back for details. Seat locations at the game/event/exhibition and, unless otherwise stated in the prize description, exact game/event/exhibition date shall be determined in the sole discretion of Sponsor. Winner's guest(s) must be of legal age of majority in his/her(their) jurisdiction(s) of residence unless accompanied by a parent or legal guardian. Major League Baseball game/event/exhibition dates and times are determined in the sole discretion of the BOC and/or the applicable Club and may be subject to change. The terms and conditions of the tickets awarded as part of the prize will govern in the event a legal game/event/exhibition, as defined by Major League Baseball, is not played or held due to weather conditions, an act of God, an act of terrorism, civil disturbance, or any other reason. Winner and his/her guest(s) agree to comply with all applicable ballpark and venue regulations in connection with the prize. Sponsor and the MLB Entities reserve the right to remove or to deny entry to the winner and/or his/her guest(s) who engage in a non-sportsmanlike or disruptive manner or with intent to annoy, abuse, threaten, or

harass any other person at the game/event/exhibition. Released Parties (as defined below) will not be responsible for weather conditions; acts of God; acts of terrorism; civil disturbances; local, state, or federal regulation, order, or policy; work stoppage; epidemic, pandemic, or any other issue concerning public health or safety; or any other event outside of their control that may cause the cancellation or postponement of any Major League Baseball game/event/exhibition. Major League Baseball game/event/exhibition tickets awarded as prizes may not be resold, offered for resale, or used for any commercial or promotional purpose whatsoever. Any such resale or commercial or promotional use may result in disqualification and prize forfeiture and may invalidate the license granted by the game/event/exhibition ticket.

**ODDS.** Odds of winning depend upon the number of eligible entries received during the Entry Period. This Sweepstakes is intended to 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 Sweepstakes that are delivered to a minimum of approximately 15,000,000 e-mail addresses.

**WINNER / SELECTION / AGREEMENTS.** The Winner will be determined in a random drawing to be held on or about **October 18, 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. The selected Winner will be notified by telephone using information provided at time of entry and must respond within one (1) business day to give a valid e-mail 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, Prize Entities, and their 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 Sweepstakes, the Sponsor's web sites, and the Events. Winner and Winner's guest(s) will be required to sign, have notarized, and return to Sponsor an Affidavit of Eligibility, Publicity & Liability Release ("Affidavit") (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 the Grand Prize, WITHIN ONE (1) BUSINESS DAY OF THE DATE OF THE NOTIFICATION or prize will be forfeited and an alternate Winner selected. 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 selected 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 Winner will be selected at random from the remaining eligible entries. All guests must be at least eighteen (18) years old at time of the Event except as follows. In the event guest is under the age of majority ("**Minor**") as determined by the laws of the state in which the Minor resides, the Affidavit must be signed by a parent or legal guardian on the Minor's behalf.

**SPECIAL NOTICE REGARDING ANY/ALL EVENT ATTENDANCE:** WINNER AND GUEST AGREE TO AND ARE RESPONSIBLE FOR STAYING INFORMED OF AND ABIDING BY ALL EVENT VENUE 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 Prize Entities, and Event venue personnel have the right to remove or to deny entry to the Winner and/or guest who does not comply with venue rules, is intoxicated, presents a safety risk, engages in disruptive behavior, or acts with an intent to annoy, abuse, threaten, or harass any other person.

**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 share the Winner's and any known guest's name, e-mail address, mailing address and/or telephone number with the Prize Entities for the purposes of delivering to the Winner and guest Event tickets. 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 e-mails, your Entry into this promotion will cause you to receive e-mails related only to this promotion.)

**Special Note:** Sponsor will make no use of a Winner's telephone number or date of birth provided in an Entry except to contact and verify the selected Winner's eligibility. 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 reserve the right to permanently disqualify any person they believe has violated or may violate 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 Sweepstakes is unlawful and subject to legal action by the Sponsor and its agents.

Entrants, on their own behalf, and on behalf of his/her heirs, executors, administrators, legal representatives, successors, and assigns ("**Releasing Parties**"), hereby release, and agree to defend, indemnify, and hold harmless the Sponsor, the Prize Entities, those working on their respective behalf, and all other businesses involved in the operation of this Sweepstakes (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 Entrant's participation in this Sweepstakes or the awarding, acceptance and use or misuse of any aspect of the Grand Prize, including travelling to and attendance at the Events.

**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.

Releasing Parties irrevocably waive all claims against the Released Parties and agree that the Released Parties will have no liability or responsibility for any claim arising in connection with participation in this Sweepstakes, the acceptance, use, or redemption of any prize, including traveling to and attendance at the Event, personal injury, wrongful death, a potentially heightened risk of exposure to communicable diseases, viruses, bacteria, or illnesses (including, without limitation, COVID-19) and the causes thereof, and sickness arising as a result of you participating in the Sweepstakes and related activities, wherever, whenever or however the same may occur.

**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 the Released Parties (collectively, the "**Protocols**"), 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; and (d) 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.

**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 their agents shall have the right to modify, suspend, extend or terminate the Sweepstakes, and award or not award the Grand Prize in its sole discretion. **IN THE EVENT AN EVENT IS CANCELLED, SUSPENDED, DELAYED OR RESCHEDULED FOR ANY REASON, SPONSOR'S ONLY OBLIGATION IS TO AWARD, OR NOT AWARD, THE REMAINING ELEMENTS OF THE GRAND PRIZE.**

**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 Grand Prize Winner, available after **October 31, 2021** ("**Winners 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/Ultimate Sports Fan Sweepstakes.

**NO AFFILIATION.** This promotion may be advertised on Facebook, but this promotion is in no way sponsored, endorsed, administered by, or associated with Facebook. Other than providing tickets to

the Events, the NFL Entities, MLB Entities, Indy 500 Entities, College Football Entities, NBA Entities, NHL Entities, Daytona International Speedway, LLC, the Daytona 500, NASCAR, LLC., United States Golf Association, The Country Club, PGA TOUR, Indianapolis Motor Speedway, LLC, INDYCAR, LLC, Brickyard Trademarks, Inc., and the USTA Entities are not the sponsors of and are not responsible for this Sweepstakes in any way.

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