

SIRIUSXM PRESENTS UNMASKED WITH RON BENNINGTON

OFFICIAL RULES

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

PRIZE CONSISTS OF TICKETS ONLY.

NO TRANSPORTATION WILL BE PROVIDED TO ATTEND THE EVENT. ONLY THOSE ENTRANTS SELECTED TO RECEIVE A PRIZE WILL BE NOTIFIED.

WINNERS AND THEIR GUESTS MUST COMPLY WITH ALL HEALTH AND SAFETY LAWS AND EVENT VENUE RULES, WHICH ARE SUBJECT TO CHANGE AT ANY TIME.

- 1. SPONSOR.** The Sponsor of this Promotion ("Promotion") is Sirius XM Radio Inc., 1221 Avenue of the Americas, 36th Floor, New York, New York 10020.
- 2. REGISTRATION PERIOD.** The Promotion registration period begins at 10:00 AM Eastern Time ("ET") on January 6, 2023 ("Start Date") and ends at 12:00 PM ET on January 23, 2023 ("End Date," the Start Date to the End Date, the "Registration Period").
- 3. HOW TO ENTER.** Listen to the Faction Talk channel on Sirius XM or view an ad for the Promotion in social media that will provide a link to an online registration form at www.siriusxm.com/unmasked (the "Registration Page"), and complete all requested information on the Registration Page. Additional channels may be added at any time and may be announced on air or posted on www.siriusxm.com/unmasked. 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, regardless of entry method. Sponsor will not be responsible for any lost, late, illegible, misdirected or postage due mail. All Entries become the property of Sponsor and will not be acknowledged or returned. LIMIT ONE ENTRY PER PERSON AND EVENT DATE. Multiple entries submitted by a single person during the Entry Period shall render all of such person's entries void and ineligible. In the event of a dispute over the identity of an Entrant, the 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.
- 4. ELIGIBILITY.** 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 are: (i) a legal resident of the 50 United States, the District of Columbia, or Puerto Rico; and (ii) at least 18 years of age at time of entry. This Promotion is intended for participation in the aforementioned areas only. Void where prohibited.

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

Employees of Sponsor and its 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, phone numbers or postal 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.

- 5. SPECIAL PUBLICITY NOTICE.** By entering this Promotion, if you are selected as a potential winner, you grant to Sponsor and the Released Parties (defined below) 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" below.
- 6. PRIZE.** Ten (10) winners will be selected to receive two (2) tickets to attend the show of their choice listed on the Registration Page (each, an "**Event**"). Approximate Retail Value ("**ARV**") of each Prize, \$0 as these tickets are not available for sale and have no value. **NO TRANSPORTATION WILL BE PROVIDED.**

All expenses not specifically mentioned herein, including without limitation, transportation, lodging, meals and beverages, are the responsibility of the winners and winners' guest. Date and location of the Event is subject to change and not the responsibility of Sponsor. 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. Winners 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 the Prize. If a winner is unable attend the Event, that person will forfeit the Prize and another winner may be selected from among eligible Entries received. 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. Subject to Sponsor's sole discretion, in no event shall more than the number of stated prizes 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.

7. WINNER / SELECTION / AGREEMENT. The first ten (10) eligible Entrants to complete and submit an Entry on the Registration Page shall receive a Prize. Selected winners will be notified by Sponsor exclusively by email to the email address provided in the Entry ("**Notification**") asking the selected winner to verify their ability and intention to attend the Event within the time frame noted in the Notification. If a selected winner does not respond to the Notification or is unable to attend the Event, another Entrant will be selected. **ONLY THOSE ENTRANTS SELECTED TO RECEIVE A PRIZE WILL BE NOTIFIED.** If a Notification is undeliverable, or a potential winner cannot be contacted for any reason, including an invalid email address, or in the event of non-compliance with these Official Rules, the prize will be forfeited, and an alternate winner will be selected by Sponsor, if time permits. Prizes are awarded to the selected winner and not to any guest, and winners will be solely responsible for any invited guest. All guests must be at least 18 years of age, unless permitted by Sponsor in writing. All minors must be accompanied by their parent or legal guardian. Except where prohibited, acceptance of a Prize constitutes winners' consent to allow the Released Parties to use winner's and each winner's guest's name, likeness, photo, video footage, and/or biographical data for advertising and promotional purposes, without additional compensation or notice, in perpetuity, in all media, now known or hereafter developed, in connection with Sponsor, the Promotion, the Sponsor's web sites, and the Event.

8. SPECIAL NOTICE FOR EVENT ATTENDANCE

a. **Health Warning:** An inherent risk of exposure to COVID-19 and its variants exists in any place people gather even if fully vaccinated. COVID-19 and its variants are extremely contagious and can lead to severe illness and death. By attending any event as part of a prize, winners and guests knowingly and voluntarily assume all risks related to exposure to COVID-19 and agree to not hold Sirius XM Radio Inc., the venue, performers or any of their respective affiliates, employees and contractors liable for any resulting illness or injury.

9. **PRIVACY NOTICE / MARKETING.** By entering this Promotion, any personal information Entrants submit will be disclosed to the Sponsor and will be used consistent its privacy policy available at www.siriusxm.com/privacy. 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. This promotion may be

advertised on Facebook, but Entrants will be providing information to Sirius XM Radio Inc. and not to Facebook.

10. **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. 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, and those working on their respective behalf, and all other businesses involved in this Promotion (including prize vendor or provider, talent, and the 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 attendance at the Event.
11. **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 attendance at the Event. This promotion may be advertised on Facebook, but this promotion is in no way sponsored, endorsed, administered by, or associated with Facebook.

12. **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 the prize in its sole discretion. IF AN EVENT IS CANCELLED, SPONSOR'S ONLY OBLIGATION IS TO AWARD, OR NOT AWARD, THE REMAINING ELEMENTS OF THE PRIZE DESCRIBED ABOVE, IN ITS SOLE DISCRETION, WITH NO ALTERNATIVE COMPENSATION TO THE WINNER AND GUEST.
13. **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.
14. **WINNERS LIST.** For the name of the winner(s), available between ten (10) days and forty (40) days following the End Date, send a stamped, self-addressed envelope (except where prohibited) and a note "winners list" to the Sponsor at the address set forth above, Attention: Promotions Department/SiriusXM Presents UNMASKED

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