

SiriusXM NASCAR® RADIO ROAD TO PHOENIX SHOWDOWN CONTEST

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ENTRANTS MUST BE 18 YEARS OF AGE OR OLDER AT TIME OF ENTRY. U.S. LAW GOVERNS. VOID WHERE PROHIBITED BY LAW.

IF YOU ARE SELECTED AS A FINALIST AS DESCRIBED BELOW, YOU MUST BE ABLE AND WILLING TO ACCEPT THE GRAND PRIZE AND ATTEND THE EVENT AS A CONDITION OF PARTICIPATING IN THE FACE-OFF DESCRIBED BELOW

- 1. CONTEST PERIOD.** The SiriusXM NASCAR® Radio Road to Phoenix Showdown Contest ("**Contest**") begins at 9:00 AM eastern daylight time ("**ET**") on August 29, 2022 and ends 5:59 ET on November 01, 2022 (the "**Contest Period**"). Entries will only be accepted between 9:00 AM ET on August 29, 2022 and 5:59 PM ET on September 4, 2022 (the "**Entry Period**").
- 2. HOW TO PARTICIPATE.** You may enter the Contest during the Entry Period by visiting and completing the Contest online entry form (the "**Entry Page**") that is accessible via (i) a link contained in a pop-up notification that will appear on the following channels on the SiriusXM app: Fantasy Sports Radio, SportsGrid, NBC Sports Audio, FOX Sports, MLB Network Radio, NASCAR® Play-by-Play channels, or (ii) finding and clicking on the Contest advertisement on the Sirius XM website. The Entry Page will require you to (i) provide certain personal contact information, (ii) guess the names of the four (4) Championship Four finalists in the 2022 NASCAR Cup Series™ Playoffs, and (iii) answer a multiple-choice NASCAR® trivia question. Satisfaction of all of the above shall be considered an "**Entry**" and the person submitting the Entry, the "**Entrant.**"

Following the NASCAR® playoffs, Sponsor will review all Entries and select two (2) contest finalists ("**Finalists**") based on the most correct guesses of the four (4) NASCAR® Cup Series Championship Four finalists. If there are more than two (2) Entrants correctly guessing the most NASCAR® finalists, Sponsor will then consider the answer to the multiple-choice trivia question from among those Entrants who are tied with the most NASCAR® finalist selections. If there is still a tie, Sponsor will select the Finalists by conducting a random draw from among those remaining Entrants (that is, Entrants with the most NASCAR® finalist selections and correctly guessing the NASCAR® trivia question).

Sponsor will contact the Finalists by telephone on October 31, 2022, using the contact information submitted with each Finalist's Entry to invite them to participate in a head-to-head on-air "**Face Off**" where they will be required to call in to the Sirius XM Morning Drive show ("**Show**") at approximately 9:30 AM ET on November 1, 2022 and answer NASCAR® trivia questions in a *Five Second Rule* contest (must answer each question within 5 seconds). If a selected Finalist is not available to take the call, a message will be left and must be responded to within six (6) hours of the time of the message, or that selected Finalist will forfeit their winning status. The record of the time of the call

and response call, if any, will be according to Sponsor's clock. If a selected Finalist is unable or unwilling to (i) participate in the Face-Off, or (ii) be able to attend the Grand Prize as described below, another Entrant will be selected from the remaining pool of Entrants who tied with the first two Finalists and contacted in the same manner as described above, until a selected Finalist is deemed eligible to participate in the Face-Off. The Finalist who correctly answers the most trivia questions during the Face-Off will be declared the "**Winner**" and the other Finalist, the "**Runner-Up**." If the Finalists correctly answer the same number of trivia questions, they will be asked additional questions until one Finalist correctly answers a question and the other Finalist does not. A recording of the Face Off will be broadcast on the Show and other Sponsor channels and sports channels.

LIMIT ONE ENTRY PER PERSON: 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 online entrant, Entry will be deemed submitted by the Authorized Account Holder of the email address submitted with an Entry. "**Authorized Account Holder**" is defined as the natural person who is assigned to the e-mail address by an internet service provider or other issuer of an email address.

- 3. 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 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; (ii) is at least 18 years of age at time of Entry, except wherever prohibited or restricted by law; (iii) is able and willing to accept the Grand Prize and attend the Event described below, 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, NASCAR, LLC, Phoenix Speedway, LLC 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.

- 4. SPECIAL PUBLICITY NOTICE.** By entering this Contest, if you are selected as a Finalist, you grant to Sponsor, NASCAR LLC, Phoenix Speedway, LLC 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.

5. GRAND PRIZE. One (1) Grand Prize will be awarded to the Winner of this Contest as follows, subject to eligibility verification and compliance with these Official Rules:

- One (1) round-trip coach air transportation for two (Winner and guest) to Phoenix, AZ (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 50 miles of the Destination;
- One (1) hotel room accommodation for three (3) nights (one double occupancy room and room tax only) checking in November 4, 2022 and checking out November 7, 2022; and
- Two (2) grandstand tickets and two (2) hot passes (pit row) to each of the following race events taking place at Phoenix Raceway:
 - The LUCAS OIL 150 // DESERT DIAMOND CASINO WEST VALLEY 100 on November 4, 2022,
 - The NASCAR XFINITY SERIES CHAMPIONSHIP™ RACE on November 5, 2022, and
 - NASCAR CUP SERIES CHAMPIONSHIP™ on November 6, 2022 (collectively, the "**Event**").

All Event ticketed seat locations shall be determined by Sponsor in its sole discretion. Approximate Retail Value of Grand Prize is \$3,600.

Runner-Up Prize: The Runner-Up will receive two (2) Grandstand tickets and two (2) hot passes to a 2023 NASCAR Cup Series™ Race of their choice. **NO TRAVEL OR OTHER EXPENSES WILL BE AWARDED AS PART OF THIS PRIZE.**

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 companion. Travel and hotel accommodations are subject to availability. Certain blackout dates and material restrictions may apply. Date and location of any 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 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 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 guest must travel on same itinerary. Terms and conditions of issuers' gift cards, if applicable, will apply. 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 and Runner-Up 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.

6. **ODDS.** This Contest requires an exercise of skill and the odds of winning depend upon the number of eligible Contestants who correctly answer the questions described above.
7. **WINNER / SELECTION / AGREEMENTS.** Except where prohibited by law, acceptance of a prize constitutes Winner's and Runner-Up's consent, and Winner and Runner-Up and their guests will be required to sign a release, to allow Sponsor and its promotional agents to use Winner's and Runner-Up's and their 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 and Runner-Up 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 a prize, WITHIN ONE (1) BUSINESS DAY OF receiving the Winner Documents or the prize will be forfeited and an alternate winner selected. Winner and Runner-Up 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 the Event.

SPECIAL NOTICE REGARDING TRAVEL AND EVENT ATTENDANCE: WINNER, RUNNER-UP AND THEIR GUESTS AGREE TO ABIDE BY ALL AIRLINE, AIRPORT AND 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, AND WHICH MAY CHANGE AT ANY TIME. SPONSOR, NASCAR, LLC, PHOENIX SPEEDWAY, LLC, 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, RUNNER-UP OR THEIR GUESTS WHO DO 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, THE NBA ENTITIES, AND THEIR AGENTS.

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 the Event, the Winners and guest knowingly and voluntarily assume all risks related to exposure to COVID-19.

- 8. 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. 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.)
- 9. 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. Any attempt to deliberately damage the content or operation of this Contest 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, NASCAR LLC, Phoenix Speedway, LLC d/b/a Phoenix Raceway 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 the Grand Prize, including travelling to and attendance at the Event.
- 10. 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.

- 11. 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.
- 12. 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.
- 13. WINNERS LIST.** For the name of the Winner and Runner-Up, available after November 30, 2022. ("**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.

14. SPONSOR. The Sponsor of this promotion is Sirius XM Radio Inc., 1221 Avenue of the Americas, 36th Floor, New York, New York 10020. Sponsor's Contest 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, or administered by, or associated with, Facebook.

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