

# SiriusXM Black & Gold Sweepstakes

## OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN.  
U.S. LAW GOVERNS. ELIGIBILITY RESTRICTIONS APPLY.  
VOID WHERE PROHIBITED BY LAW.**

1. **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.
2. **ENTRY PERIOD.** THE SiriusXM Black & Gold Sweepstakes ("**Sweepstakes**") begins Noon Eastern Time ("**ET**") on October 7, 2021 and ends at Noon ET on November 29, 2021 (the "**Entry Period**").
3. **ELIGIBILITY.** This Sweepstakes is open only to legal residents of the 50 United States, the District of Columbia, or Puerto Rico who are 21 years of age or older and are the registered owners of a vehicle with an factory installed satellite radio that does not have active or recently active (within the past 12 months) SiriusXM service (paid plan or trial) (each an "**Entrant**").
4. **HOW TO ENTER.** During the Entry Period, Entrants must visit [siriusxm.com/blackandgold](http://siriusxm.com/blackandgold) and sign up and register their eligible vehicle for a SiriusXM 3-Month Platinum Plan trial subscription. No credit card required. The trial will automatically end upon completion of the trial period unless Entrant decides to continue service thereafter. The trial subscription is subject to the SiriusXM Customer Agreement and Privacy Policy available at [www.siriusxm.com/agreements](http://www.siriusxm.com/agreements). By registering for a trial subscription, SiriusXM may contact you at the registration information provided with special offers from time to time. You can change your contact preferences at any time. **You will automatically receive one (1) entry upon successful completion of the trial registration.** Successful submission of all required information shall be considered an "**Entry**." 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 REGARDLESS OF THE NUMBER OF TRIALS ACTIVATED.** 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 the entrant, Entry will be deemed submitted by the registered owner of the vehicle registered for the 3-Month Platinum trial subscription. You must register for the trial subscription at the website above. Trial activations through other online registration pages or with a call center agent will not qualify for entry into the Sweepstakes.
5. **CONDITIONS OF ENTRY.**

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 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, PITTSBURGH STEELERS 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 Sweepstakes. This Sweepstakes is subject to all applicable federal, state, and local laws and regulations.

6. **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.

7. **PRIZES.** All prizes will be awarded to Winners using the selection process described below and satisfaction of eligibility requirements set forth above.

- **First Prizes:** Ten (10) First Prize winners will each be awarded one (1) piece of signed Pittsburgh Steeler merchandise. Approximate Retail Value ("ARV") of each First Prize: \$250.
- **Grand Prize:** One (1) Grand Prize will be awarded:
  - one (1) suite at Heinz Field for access for up to eighteen (18) people with food and beverage service to the Pittsburgh Steeler vs. Tennessee Titans game scheduled for Sunday, December 19, 2021 at Heinz Field in Pittsburgh, Pennsylvania (the "Event") (ARV: \$26,826)
  - Two (2) pieces of signed Pittsburgh Steeler merchandise (ARV: \$500).

**NO TRAVEL TO OR FROM THE EVENT WILL BE PROVIDED. ALL EXPENSES RELATED TO TRAVELING TO AND FROM AND ATTENDING THE EVENT ARE THE SOLE RESPONSIBILITY OF THE GRAND PRIZE WINNER AND GRAND PRIZE WINNER'S GUESTS.**

**Total ARV of all prizes: \$29,826.00**

If the Event is rescheduled or cancelled for any reason, Sponsor's only obligation is to award the other elements of the prize. Pittsburgh Steelers tickets are subject to certain terms and conditions as specified by the ticket issuer. Grand Prize Winner agrees that the tickets are awarded pursuant to a revocable, nontransferable license that is personal to the Grand Prize Winner and may not be sold, resold, auctioned, bartered, assigned, exchanged, placed in commerce, transferred, given away, donated, or otherwise conveyed. Grand Prize Winner and guests must comply with all venue and event rules and regulations, including execution of all required releases (if applicable). Any minor attending the event as a guest must be accompanied by their parent or legal guardian. 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. No compensation will be provided for any prizes that are not able to be awarded to a prize winner. 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 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, or possession of the prize are the sole responsibility of the winner. Grand Prize Winner will receive an IRS Form 1099 for the actual value of prize awarded.

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

9. **WINNER / SELECTION / AGREEMENTS.** Winners will be determined in a random drawing to be held on or about **November 30, 2021**, from among all eligible entries received under the supervision of Sponsor whose decisions are final and binding in all respects.

- **First Prize Notification.** Potential First Prize Winners will be notified by e-mail or telephone using information provided at the time of entry and must respond within three (3) business days. Prizes will be shipped within 6-8 weeks of winner verification. In the event the First Prize is returned as undeliverable or winner fails to respond to prize notification, or if winner fails to comply with these Official Rules, winner will be disqualified, and an alternate First Prize winner will be selected from the remaining eligible entries received.
- **Grand Prize Notification.** Potential Grand Prize Winner will be notified by telephone using information provided at time of entry. The Grand Prize Winner will be required to execute an Affidavit of Eligibility and Publicity and Liability Release (where permitted by law) and a completed IRS Form W-9 ("**Prize Documents**") and return same, fully-executed, within three (3) business days issuance of the Prize Documents. If Sponsor is unable to contact the potential Grand Prize Winner within twenty-four (24) hours of the initial attempt, if the potential Grand Prize Winner fails to return all requested forms fully executed by the specified date, or if the potential Grand Prize Winner fails to comply with these Official Rules, his/her place as a possible Grand Prize Winner will be forfeited at Sponsor's discretion, and an alternate Grand Prize Winner shall be selected. Sponsor reserves the right to select another winner in a random drawing format that shall be determined by Sponsor.

10. **PRIZE CONDITIONS.** By accepting a prize in this Sweepstakes, each winner consents to the use by Sponsor and the Pittsburgh Steelers LLC and their designees the use of entrant's name, photograph, likeness, biography, social media handles, voice, performance and/or video for advertising and promotional purposes in any and all media (including online announcements) now or hereafter known, throughout the universe in perpetuity without additional compensation, notification or permission, except where prohibited by law. All guests of Grand Prize winner may also be required to sign guest releases prior to attending the Event. Guests of Grand Prize winner must be at least 21 years of age or must be accompanied by their parent or legal guardian.

- a. **VACCINATION REQUIREMENT FOR EVENT ATTENDANCE:** Grand Prize winner and guests of Grand Prize winner must be fully vaccinated against COVID-19 with the final vaccine dose at least fourteen (14) days prior to the Event. If permitted by the Event venue and in accordance with local law, if a guest is a minor who is unable to be vaccinated due to vaccines not being approved for such age, such individual may be required to show proof of a negative COVID-19 test taken within 48 hours of the Event. All Event attendees must also comply with all Event venue and local law requirements related to COVID-19, including, but not necessarily limited to, the wearing of masks.
- b. **SPECIAL NOTICE REGARDING EVENT ATTENDANCE:** GRAND PRIZE WINNER AND GUESTS ARE RESPONSIBLE FOR STAYING INFORMED OF AND ABIDING BY ALL EVENT VENUE RULES AND POLICIES, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, A TEMPERATURE CHECK, SOCIAL DISTANCING, MASKING, PROOF OF VACCINATION,

AND/OR PROOF OF NEGATIVE VIRUS TESTING. SPONSOR, PITTSBURGH STEELERS LLC, EVENT PERSONNEL AND STAFF, AND THEIR RESPECTIVE AGENTS, EACH RESERVE THE RIGHT, IN THEIR SOLE DISCRETION, TO REMOVE OR REVOKE ACCESS TO THE EVENT, TO GRAND PRIZE WINNER AND OR ANY GRAND PRIZE WINNER GUEST WHO DOES NOT COMPLY WITH ANY OF THE AFOREMENTIONED RULES AND POLICIES, 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, PITTSBURGH STEELERS LLC, AND EVENT VENUE 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

11. **PRIVACY NOTICE / MARKETING.** By entering this Sweepstakes, any personal information entrants submit will be disclosed to the Sponsor and will be used in accordance with our Privacy Policy available at [siriusxm.com/privacy](http://siriusxm.com/privacy).

12. **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, Pittsburgh Steelers LLC, and those working on their respective behalf, and all other businesses involved in this Sweepstakes, 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.

13. **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.

14. **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 IN ANY WAY RESCHEDULED OR CANCELLED, SPONSOR'S ONLY OBLIGATION IS TO AWARD, OR NOT AWARD, THE REMAINING ELEMENTS OF THE PRIZES DESCRIBED ABOVE.

15. **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.

16. **WINNERS LIST.** For the name of the winner, available after **December 30, 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: SiriusXM Black & Gold Sweepstakes

This Sweepstakes and other promotions may be advertised through Sponsor's subsidiaries and affiliates. 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.

© 2021 Sirius XM Radio Inc.

SiriusXM and all related logos are trademarks of Sirius XM Radio Inc. and its respective subsidiaries. All rights reserved. All third-party names and trademarks are the property of their respective owners.