

2023 SiriusXM MLB All-Star Futures Game First Pitch Experience Sweepstakes

OFFICIAL RULES

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

WINNER AND GUEST WILL BE REQUIRED TO COMPLY WITH EVENT VENUE AND LOCAL RULES REGARDING COVID SAFETY PROTOCOLS WHICH ARE SUBJECT TO CHANGE.

MUST BE 18 YEARS OF AGE OR OLDER AT TIME OF ENTRY. U.S. LAW GOVERNS. VOID WHERE PROHIBITED BY LAW.

ENTRY PERIOD. The 2023 SiriusXM MLB All-Star Futures Game First Pitch Experience Sweepstakes ("**Sweepstakes**") will be conducted between 6:00 PM Eastern Time ("ET") on June 21, 2023, and 5:00 PM ET June 29, 2023 (the "**Entry Period**"). Any entries received after the Entry Period will not be considered.

HOW TO ENTER. To enter the Sweepstakes, during the Entry Period, (1) follow @mlbnetworkradio on Instagram and post a photograph of a person you think is a "future baseball star" along with the hashtags #SXMFutureAllStar and #MLBNRSweepsentry, and tag @mlbnetworkradio (a "**Social Entry**"), or (2) send an email to rsvp@siriusxm.com with "All-Star Futures Game" in the subject line, and your full name, valid email, age, cell phone number in the email (an "**E-mail Entry**"). All entry information must be complete and accurate. Successful and timely submission of all required information following the above instructions 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. **LIMIT ONE ENTRY PER PERSON:** Multiple entries submitted by a single person during the Entry Period shall render all 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 email associated with the 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. Entrants via Social Entry must set their profile as public or otherwise be able to receive direct messages from Sponsor. Entry by Social Entry requires an active account in good standing with Instagram, which may be downloaded for free. All information provided or posted in connection with a Social Entry will be subject to the applicable social media site privacy policy. Limit one (1) entry per Entrant.

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; and (ii) is at least 18 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 the Sponsor, including Pandora®, employees of 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., 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), and each of their respective subsidiaries, affiliates, advertising and sweepstakes agencies, retailers or distributors, and members of their immediate family (e.g., spouses, parents, domestic partners, children, siblings), are not eligible to win. Any effort by an Entrant to misrepresent himself or herself, through the use of aliases or multiple submissions 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. Entrants hereby release and hold harmless each of Sponsor and the MLB Entities as described below under “GENERAL CAUTION / RELEASE.”

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:

- One (1) round-trip coach air transportation for two (2) to Seattle, WA (the “**Destination**”), from a 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 150 miles of the Destination;
- One (1) hotel accommodation for five (5) nights (one double occupancy room and room tax only) in or near Seattle, WA, checking in Friday, July 7, 2023 and checking out Wednesday, July 12, 2023;
- Two (2) tickets for the winner and one (1) guest to each of the following events (the “**Events**”):
 - SiriusXM MLB All Star Futures Game scheduled for Saturday, July 8, 2023 at T-Mobile Park in Seattle, WA, including winner throwing a ceremonial first pitch. Ceremonial first pitch opportunity shall be subject to availability and the rules and regulations of Sponsor and/or the applicable Club;
 - T-Mobile Home Run Derby scheduled for Monday July 10, 2023 at T-Mobile Park in Seattle, WA; and
 - MLB All Star Game presented by MasterCard scheduled for Tuesday, July 11, 2023 at T-Mobile Park in Seattle, WA.

Approximate Retail Value (“**ARV**”) of the Prize is \$4,600.

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, 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. Travel and hotel

accommodations are subject to availability. Certain blackout dates and material restrictions may apply. Date and location of the Events are subject to change and not the responsibility of Sponsor. If the Events are cancelled for any reason, Sponsor's only obligation is to award, or not award, the other elements of the prize, in its sole discretion. Tickets to the Events 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 the Destination at time of departure.

Prize Conditions for MLB Games/Events: 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 <https://www.mlb.com/all-star/tickets/terms-and-conditions> for details. Seat locations at the games/Events and, unless otherwise stated in the prize description, exact game/event/exhibition date shall be determined in the sole discretion of Sponsor. 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 any prize will govern in the event a legal game/event/exhibition (including the Events), 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. Each 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 any 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 (including the Events). Sponsor and MLB Entities 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 (including the Events). Major League Baseball game/event/exhibition (including the Events) 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. The MLB Entities (a) make no warranty, guaranty or representation of any kind concerning any prize (or any portion thereof), and (b) disclaim any implied warranty.

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 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. 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 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 the 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, in connection with Sponsor, this Sweepstakes, the Sponsor's web sites, and the Events. 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 be awarded within 45 days 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 18 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 Events and attending the Events 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 ATTENDANCE AT EVENTS: WINNER AND GUEST ARE RESPONSIBLE FOR STAYING INFORMED OF AND ABIDING BY ALL LOCAL LAWS AND TRAVEL AND 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, MLB ENTITIES, 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 EVENTS, 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, MLB ENTITIES, 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.

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 the 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.

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. 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, MLB Entities, and those working on their respective behalf, and all other businesses involved in this Sweepstakes (including prize vendor or provider, 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 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.

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 Events.

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 EVENTS ARE 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 PRIZE DESCRIBED ABOVE, IN ITS SOLE DISCRETION, WITH NO ALTERNATIVE COMPENSATION TO THE WINNER AND GUEST.

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 **July 20, 2023** ("**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/2023 SiriusXM MLB All-Star Futures Game First Pitch Experience Sweepstakes.

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

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