SiriusXM's NASCAR® Championship Trivia Contest

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. WINNER AND GUEST MUST FOLLOW AND COMPLY WITH ALL EVENT VENUE POLICIES, WHICH MAY CHANGE AT ANY TIME WITHOUT NOTICE.

MUST BE A CURRENT SIRIUSXM SUBSCRIBER WITH AN ACTIVE TRIAL, PAID, OR AD SUPPORTED SUBSCRIPTION PLAN ON OR PRIOR TO OCTOBER 20, 2025. MUST BE 21 YEARS OF AGE OR OLDER AT TIME OF ENTRY. U.S. LAW GOVERNS. VOID WHERE PROHIBITED BY LAW.

PRIZES ARE TICKETS ONLY. NO TRANSPORTATION INCLUDED.

CONTEST PERIOD. The SiriusXM NASCAR® Championship Trivia contest ("**Contest**") will be conducted from 11:00 AM eastern time ("ET") to 6:00 PM ET on October 23, 2025 (the "**Contest Period**").

How to Participate. On October 23, 2025 eligible subscribers can enter by listening to the SiriusXM On-Track and SiriusXM Speedway shows on SiriusXM Channel 90, which air from 11:00 AM ET to 2:00 PM ET, and 3:00 PM ET to 6:00 PM ET (each, a "**Show**"), and when a Show host promotes the Contest on air, call 866-748-5263. Each caller whose call is answered will be preliminarily screened for the eligibility requirements stated herein, including subscription status, age, prior prizes won, and availability and willingness to participate in the "head to head" round of the Contest as described below. A caller cleared by this process will be considered a "**Contestant**." The first two (2) Contestants who correctly identify a former NASCAR driver will be considered **Contest Finalists**.

Both Contest Finalists will then participate in a "head to head" face-off trivia competition the following day on October 24, 2025. Contest Finalists will be required to call in to The Morning Drive show on SiriusXM Channel 90 at 8:25 AM ET and answer five (5) NASCAR trivia questions. The Contest Finalist who correctly answers the most trivia questions during the "head to head" face-off trivia competition will be a "Winner." If the Contest Finalists correctly answer the same number of trivia questions, they will be asked one additional question with a numerical-based answer and the Contest Finalist that provides the closest response to the answer will be deemed a Winner. Winner is subject to eligibility verification that may occur after winning the face-off. In the event a Winner is deemed ineligible, they will be notified of their ineligibility and will not have any right to any Prize.

By participating in the Contest, Contestants agree NOT TO SEEK, ACCEPT OR USE ANY ASSISTANCE, INCLUDING, BUT NOT LIMITED TO, THE USE OF ANY ELECTRONIC DEVICES, THE INTERNET, APPS, OR OTHER PERSONS, WHEN ANSWERING ANY QUESTIONS IN THE CONTEST.

ENTRY LIMIT AND CONDITIONS: A SUBSCRIBER MAY ONLY PARTICIPATE ONCE DURING THE CONTEST PERIOD REGARDLESS OF THE NUMBER OF SIRIUSXM ACCOUNTS THEY MAY HAVE. A CONTESTANT'S NAME AND CITY PROVIDED TO THE CALL SCREENER MUST MATCH THE INFORMATION ON THE CONTESTANT'S SIRIUS XM ACCOUNT; ANY DELIBERATE MISREPRESENTATION BY THE USE OF AN ALIAS WILL DISQUALIFY THAT CONTESTANT. In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the "Subscriber" on the verified account as defined in the SiriusXM subscriber database. Ensure that prior to the Contest Period your account information is up to date. In the event a Contestant is subsequently deemed ineligible at any time, that Contestant will forfeit their winning status and another Contestant may be selected in accordance with these Rules.

IN THE EVENT THAT NO CONTESTANT ANSWERS A TRIVIA CONTEST QUESTION CORRECTLY OR ANY OR ALL CONTESTANTS WHO ARE DECLARED WINNERS ARE LATER DEEMED INELIGIBLE, **NOT ALL PRIZES WILL BE AWARDED**.

CONDITIONS OF ENTRY / ELIGIBILITY TO WIN.

Contestants 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; 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 OCTOBER 20, 2025; (iii) is at least 21 years of age at time of entry; except wherever prohibited or restricted by law; 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.

Sponsor is not responsible for inability of caller to complete call within specified time, whether due to busy lines, disconnections, telephone malfunctions or other circumstances. Sponsor is also not responsible for any time delay that may exist between Sponsor's satellite feed and internet streaming signals. Any effort by an Entrant to misrepresent himself or herself using aliases or multiple phone numbers will disqualify all entries of such individual and any person/alias assisting such person and any prizes won will be forfeited. Sponsor and its agents reserve the right to verify eligibility qualifications of any Entrant or 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 U.S. federal, state, and local laws and regulations.

Employees of Sponsor, National Association for Stock Car Auto Racing LLC and NASCAR Media Ventures, LLC (collectively, "NASCAR"), Homestead-Miami Speedway, LLC d/b/a Homestead-Miami Speedway, Phoenix Speedway, LLC d/b/a Phoenix Raceway and each of their respective subsidiaries, affiliates, contractors, 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.

SPECIAL PUBLICITY NOTICE. If you are selected as a potential winner, you grant to Sponsor and its 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.

PRIZES. One (1) Prize will be awarded, subject to verification and compliance with these Official Rules, consisting of two (2) VIP tickets to attend NASCAR®-Championship Weekend in Phoenix, AZ, scheduled for October 31 – November 2, 2025 (the "**Event**"). Prize is tickets to the Event only.

Approximate Retail Value ("ARV") of Prize: \$550.

NO TRANSPORTATION TO OR FROM THE EVENT WILL BE PROVIDED.

PRIZE CONDITIONS. Prizes are non-transferable. All expenses not specifically mentioned herein, including without limitation, additional transportation and lodging, personal expenses such as meals, photos, souvenirs, are the responsibility of the winner and quests. Date and location of any Event is subject to change and not the responsibility of Sponsor. Prize is subject to the standard terms and procedures of NASCAR and subject to NASCAR's sole discretion. If the Event is cancelled for any reason, Sponsor's only obligation is to award, or not award, the other elements of the prize (if any), in its sole discretion. Event tickets 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). Winner and guest may be required to show identification upon or prior to receiving tickets or entry into the Event. Failure to do so may result in forfeiture of such portion(s) of the Prize. Winner is responsible for their quest. 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 any 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 any prize are the sole responsibility of the winner. If applicable, winner will receive an IRS Form 1099 for the actual value of the prize awarded.

ODDS. This Contest requires an exercise of skill and the odds of winning depend upon the number of eligible Contestants who call in and are able to correctly answer the trivia questions.

WINNER / SELECTION / AGREEMENTS. Except where prohibited by law, acceptance of a 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 Contest, the Sponsor's web sites, and the Events. Winner will be required to sign and return to Sponsor an <u>Affidavit of Eligibility, Publicity & Liability Release</u> (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 SIX (6) HOURS OF receiving the Winner Documents or the prize will be forfeited and an alternate winner selected. Winner's guest must also sign and return a liability and publicity release (where not prohibited by law). If a Winner Document is not completed and/or received by Sponsor within the time required, or in the event of noncompliance with these Official Rules, the prize will be forfeited, and an alternate winner will be selected in Sponsor's sole discretion.

SPECIAL NOTICE REGARDING EVENT ATTENDANCE: WINNER AND GUEST ARE RESPONSIBLE FOR STAYING INFORMED OF AND ABIDING BY ALL LOCAL LAWS AND EVENT VENUE RULES AND POLICIES. SPONSOR, 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 WINNER AND/OR GUEST WHO DO 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, EVENT VENUE, AND TALENT HAVE NO OBLIGATION OR RESPONSIBILITY TO ANY PERSON WHO IS UNABLE TO COMPLY WITH ANY UPDATED REQUIREMENTS, IS DENIED ENTRY, OR WHO MAY BE REMOVED FROM THE EVENT.

PRIVACY NOTICE / MARKETING. By entering this Contest, any personal information Entrants submit will be disclosed to the Sponsor and will be used by us consistent with our Privacy Policy at www.siriusxm.com/privacy.

SPECIAL NOTE: This Contest may be advertised on Facebook, but this Contest is in no way sponsored, endorsed, administered by, or associated with, Facebook. Inquiries regarding the Contest must be directed to Sponsor.

GENERAL CAUTION / RELEASE. Sponsor reserves the right to permanently disgualify 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, or attack) compromise the integrity or intended operation of the Contest, Sponsor reserves the right to terminate the Contest and select a winner from among all eligible entries received for each drawing 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 or 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, NASCAR, Phoenix Speedway, LLC, Homestead-Miami Speedway, LLC and those working on their respective behalf, and all other businesses involved in this Contest (including, but not limited to, prize vendor or provider, talent, or Event venue), as well as each of their respective employees, officers, shareholders, members, successors, 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 Contest or the awarding, acceptance, use, or misuse of a prize, including travelling to and attendance at the Event.

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 inability by any person to access the SiriusXM App; (v) 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 (vi) 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, use, or redemption of any prize, including travelling to and attendance at the Event.

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. IF ANY EVENT IS CANCELLED, SPONSOR'S ONLY OBLIGATION IS TO AWARD, OR NOT AWARD, THE REMAINING ELEMENTS OF THE PRIZE (IF ANY) DESCRIBED ABOVE, IN ITS SOLE DISCRETION, WITH NO ALTERNATIVE COMPENSATION TO THE WINNER AND GUEST.

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.

<u>WINNER LIST</u>. For a copy of the winner(s) list, available after <u>November 15, 2025</u> ("Winner 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 Winner List Date to Sirius XM Radio LLC, 1221 Avenue of the Americas, 36th Floor, New York, New York 10020, Attention: NASCAR Championship Weekend 2025.

SPONSOR. The Sponsor of this Contest is Sirius XM Radio LLC, 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[®].

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