

SiriusXM + Pandora Present Phish in Philadelphia Phish Radio Call-In Ticket Giveaway

OFFICIAL RULES

NO ADDITIONAL PURCHASE NECESSARY TO ENTER OR WIN.

A purchase will not increase your chances of winning.

Void where prohibited. U.S. Law Governs.

OPEN ONLY to active SiriusXM subscribers (self-paid or an introductory trial) continuously since October 10, 2019 while meeting other geographical Conditions of Entry (see Official Rules), who are at least 18 years of age at time of Entry.

HOW TO ENTER. This giveaway is intended to run on SiriusXM's Phish Radio channel - SIRIUS or XM Channel 29 -- as follows, for a total of one hundred (100) opportunities to win a pair of tickets to see Phish in Philadelphia:

- Twenty (20) tickets - For five (5) consecutive Fridays, beginning at 4 PM ET on Friday, October 25, 2019 until 5 PM ET on Friday, November 22, 2019 with at least one (1) opportunity each day.
 - Friday, 10/25 - 4 PM ET to 5 PM ET
 - Friday, 11/1 - 4 PM ET to 5 PM ET
 - Friday, 11/8 - 4 PM ET to 5 PM ET
 - Friday, 11/15 - 4 PM ET to 5 PM ET
 - Friday, 11/22 - 4 PM ET to 5 PM ET

Plus

- Eighty (80) tickets - For thirteen (13) consecutive weekdays, beginning at 9 AM ET on Friday, November 1, 2019 until 5 PM ET on Tuesday, November 19, 2019 with at least one (1) opportunity each weekday.

The above opportunities are referred to herein, individually and collectively as the "**Entry Period.**" You may enter this giveaway only by meeting the CONDITIONS OF ENTRY (below) and being the designated caller at the announced phone number (a toll-free phone number), which will be announced on the air in the Entry Period. **ONLY ONE (1) PRIZE CAN BE AWARDED PER SUBSCRIBER FOR ALL ENTRY PERIODS COMBINED, REGARDLESS OF THE NUMBER OF SIRIUS OR XM ACCOUNTS YOU MAY HAVE.** 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. In the event any winner is subsequently found to have been ineligible, or must forfeit winning status, the next alternate caller who reached us after you in the same Entry Period will be chosen, but only if time allows.

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) 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 Internet Radio subscription; or if a legal resident of Puerto Rico, has a Sirius 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 10, 2019; and (iii) is at least 18 years

of age at time of entry; except wherever prohibited or restricted by law. This giveaway is intended for play in the aforementioned areas only and shall only be construed and evaluated according to United States law.

By participating in the giveaway, entrants (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 from the start of the Entry Period, you will agree to forfeit winner status to the next eligible call-in entrant in your Entry Period.

Employees of Sponsor, including Pandora®, JEMP Records, Elektra Entertainment, or 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 through the use of 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 giveaway. This giveaway is subject to all applicable federal, state and local laws and regulations. Void where prohibited by law.

SPECIAL PUBLICITY NOTICE. By entering this giveaway you grant to Sponsor and its promotional agents your express permission (except where prohibited by law) to use in perpetuity your Entry on the radio or television for entertainment purposes (without identifying you by full name), WITHOUT FURTHER COMPENSATION. Also, by entering this giveaway, if you are selected as a potential Prize winner, you grant to Sponsor 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, in perpetuity. Even though you consent to all of the above, Sponsor has no obligation to do any of it. See more details at "WINNER / SELECTION / AGREEMENTS" below.

PRIZES. A total of One Hundred (100) Prizes will be awarded, each consisting of two (2) tickets to SiriusXM + Pandora Present Phish at The MET in Philadelphia, PA on Tuesday, December 3, 2019 (the "Event"). (This is a private event, with tickets not available for sale to the general public. Approximate Retail Value ("ARV") = \$0.) (Total ARV of all Prizes: \$0).

TRANSPORTATION TO AND FROM PHILADELPHIA, PA, HOTEL ACCOMODATIONS AND TRANSFERS BETWEEN YOUR HOTEL AND THE EVENT ARE NOT INCLUDED, AND WINNERS WILL BE SOLELY RESPONSIBLE FOR ALL TRAVEL, INCLUDING AIRFARE, HOTEL ACCOMMODATIONS AND GROUND TRANSPORTATION. All prize winners may bring one (1) guest to the Event. **PRIZE IS NON-TRANSFERABLE.** In no event shall more than the number of stated prizes be awarded. ALL PRIZES WILL BE AWARDED AS LONG AS THERE IS ONE (1) CALLER WHO GETS THROUGH TO US WHEN THEY HEAR THE ANNOUNCEMENT DURING EACH ENTRY PERIOD. IN THE UNLIKELY EVENT THAT, FEWER THAN THE NUMBER ENTRANTS REQUIRED TO AWARD THE TOTAL NUMBER OF PRIZES AVAILABLE HAVE CALLED IN THEN **NOT ALL PRIZES WILL BE AWARDED.** 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

All other expenses specifically not mentioned herein, including without limitation, ground transportation to or from the Event, hotel or, meals, hotel amenities, travel insurance including for cancellation and interruption, fees and gratuities, excursions and souvenirs, parking fees, tolls, are the responsibility of the winner and traveling companion. Date and location of Event is subject to change and is not the responsibility of Sponsor. If Event is cancelled, Sponsor's only obligation is to award the other elements of the prize. IF A WINNER IS UNABLE TO TRAVEL ON DATES NECESSARY TO ENJOY THE PRIZE TICKETS FOR THIS EVENT, THEN SUCH WINNER WILL FORFEIT THE PRIZE. ANOTHER WINNER WILL BE SELECTED FROM AMONG ALTERNATE ENTRANTS ONLY IF TIME ALLOWS. 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. 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.

ODDS. Odds of winning depend upon the number of callers attempting to get through on the telephone during the Entry Period an entrant is attempting to win as the designated caller when the call-to-win announcement is made or the designated song, sound clip/effect, phrase/word is heard. This giveaway is intended to be advertised as follows: (1) on the radio on various music, talk, entertainment and sports channels on both Sirius and XM Radio, (2) on the internet on various music, talk, entertainment and sports channel pages at www.siriusxm.com, (3) on Facebook, Twitter and other social media sites, and (4) by unsponsored and sponsored members of the public in social media and online communities.

WINNER / SELECTION / AGREEMENTS. Prize winners will be determined in a call-in promotion among those who reach Phish Radio on SiriusXM as the designated caller when the call-to-win announcement or cue to call is heard. during an Entry Period. Winners will be notified immediately of potential winner status and must then give an email address (off air), to be used for the purpose of sending a notification of potential winner status and required documents. Except where prohibited, acceptance of prize constitutes winner's consent, and winner will be required to click to agree online, as a "signing" of a "**Consent & 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 Event. Winner's guest will also be required to agree to Sponsor's Consent & Release prior to entry into the Event. If prize notification is undeliverable, or if a potential winner does not respond to the prize notification email within the time specified or if the potential winner cannot be contacted for any reason, including an invalid email address, during the time Sponsor must reach winner, 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. Winner and guest must present valid government issued ID to enter Event. **ALL GUESTS MUST BE AT LEAST EIGHTEEN (18) YEARS OLD TO BE ADMITTED TO EVENT. GOVERNMENT-ISSUED PHOTO IDS WILL BE CHECKED.**

Being declared a prize winner does not afford any additional benefits from Sponsor or JEMP Records, Elektra Entertainment. Sponsor's only obligation to prize winner is to award the prize elements described in the prize paragraph in these Official Rules.

DAY OF EVENT: **WINNERS AND GUESTS AGREE TO ABIDE BY ALL VENUE POLICIES.** SPONSOR, INCLUDING PANDORA®, JEMP RECORDS, ELEKTRA ENTERTAINMENT, AND THEIR RESPECTIVE AGENTS, EACH RESERVE THE RIGHT, IN THEIR SOLE DISCRETION, TO REMOVE OR TO DENY ENTRY, OR REVOKE FULL OR PARTIAL PRIZE, TO ANY WINNER AND/OR GUEST WHO IS INTOXICATED, IS A SAFETY RISK, WHO HAS VIOLATED ANY VENUE POLICY OR LAW,

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, JEMP RECORDS, ELEKTRA ENTERTAINMENT, THEIR RESPECTIVE AGENTS, OR THE VENUE.

SPECIAL PUBLICITY NOTICE. By entering this giveaway you grant to Sponsor your express permission (except where prohibited by law) to use your submission on the radio for entertainment purposes (without identifying you by full name), without further compensation. Also, by entering this giveaway, if you are selected as a winner, you grant to Sponsor 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 of the above, Sponsor has no obligation to do any of it. See more details at "WINNER / SELECTION / AGREEMENTS" above.

PRIVACY NOTICE / MARKETING. By entering this giveaway, 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 promotion will cause you to receive emails related only to this promotion.) Special Note: We will make no use of your telephone number or date of birth as a result of your Entry except to contact potential winners 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 intentionally violated these Official Rules. If, in the judges' opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of this giveaway, or if technical difficulties or technical corruption (including a computer virus or system malfunction) compromise the integrity of the giveaway, the judges reserve the right to terminate the giveaway and select winners from among all eligible entries received prior to termination. Should the giveaway 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 giveaway is unlawful and subject to legal action by the Sponsor and its agents. Judges' decisions are final in all matters relating to this giveaway. 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, including Pandora®, JEMP Records, Elektra Entertainment, those working on their respective behalves, Facebook, and all other businesses involved in this giveaway (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 giveaway or the awarding, acceptance and use or misuse of a prize.

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 or these Official Rules, administration of the giveaway 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 delay in transmission* (including natural differential delay in transmission between satellite or Internet Radio when an on-air announcement on Phish Radio is made during the Entry Period), 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 inbound telephone lines during the Entry Period, 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 giveaway; or (v) the failure of any third party to comply with the instructions and proper administration of this giveaway. You agree that the Released Parties (defined above) shall not be liable for any injury, including death, loss or damage of any kind caused or claimed to be caused, by participation in this giveaway, or from the acceptance or use or redemption of any prize, including self-selected travel and accommodations.

FORCE MAJEURE. In the event Sponsor and its agents are prevented from continuing with the giveaway as contemplated herein by any event beyond its control, including but not limited to fire, flood, earthquake, explosion, 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 giveaway.

LAW / DISPUTE RESOLUTION. This giveaway 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. Any and all disputes, claims, and causes of action arising out of or in connection with this giveaway shall be resolved individually, without resort to any form of class action. Any action or litigation concerning this giveaway 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 GIVEAWAY. 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 winners, available after November 22, 2019 ("**Winners List Date**"), send a stamped, self-addressed envelope (except where prohibited) and a note identifying the name of this giveaway, but within 45 days after the Winners List Date to the Sponsor at the address set forth below, Attention: Promotions Department/Phish Call-In Ticket giveaway.

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 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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