

**SiriusXM Presents**  
**The *Melissa's Basement* Autographed Guitar**  
**"Feedback"**  
**Sweepstakes**  
**Part 1**

**OFFICIAL RULES**

**NO 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 legal residents of the United States and Puerto Rico,**  
**18 and older.**

**HOW TO ENTER.** This promotion starts at 7:00 AM Eastern Time ("ET") on December 6, 2016 and ends at 10:00 AM ET, on or about November 2, 2017, or after approximately eleven (11) months of individual entry periods (each, and collectively, the "**Entry Period**"). **You can only enter by calling** the toll-free telephone number announced on-the-air during SiriusXM VOLUME channel's show called "**Feedback**," hosted by Nik Carter and Lori Majewski, which airs live from 7:00 AM to 10:00 AM ET, Monday through Friday, when prompted to call in by an on-air announcement. It is intended that each Entry Period will occur during the "**Feedback**" show airing on the following dates in Part 1 of this giveaway, but listen in if you want to be sure:

1. Pat Benatar & Neil Giraldo (premiered on *Melissa's Basement* on 11/15/16), autographed guitar giveaway on Feedback at 9am ET on 12/12/16
2. Timothy B Schmit (premiered on *Melissa's Basement* on 12/13/16), autographed guitar giveaway on Feedback at 9am ET on 1/16/17
3. Steve Cropper (premiered on *Melissa's Basement* on 1/17/17), guitar giveaway on Feedback at 9am ET on 2/13/17
4. Brandy Clark (premiered on *Melissa's Basement* on 2/14/17), guitar giveaway on Feedback at 9am ET on 3/13/17
5. Kevin Cronin (premiered on *Melissa's Basement* on 3/14/17), guitar giveaway on Feedback at 9am ET on 4/10/17

All Entries become the property of Sponsor. You can enter during any Entry Period as long as you have not previously won a Prize in this promotion. If there is a Part 2, and more, with more guitar giveaways from *Melissa's Basement*, you can enter those, too, as long as you have not previously won a Prize in any Entry Period. **LIMIT ONE PRIZE PER PERSON AND ONE PER HOUSEHOLD, REGARDLESS OF THE NUMBER OF TIMES YOU MAY BE THE DESIGNATED CALLER DURING THE COLLECTIVE ENTRY PERIOD.**

**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 to legal residents of the U.S.A. and Puerto Rico who are at least 18 years of age at time of entry, except wherever prohibited or restricted by law. This sweepstakes is intended for play in the aforementioned areas only and shall only be construed and evaluated according to United States law. Do not enter this sweepstakes if you are not located in the United States or Puerto Rico. By participating in the sweepstakes, 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 a winner, and you have won any prize valued at over \$600 from Sponsor within the last six (6) months, you will agree to forfeit winner status to the next eligible

entrant in the drawing. Employees of Sponsor, Island Records, Ovation Guitar Company, 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 sweepstakes. This Sweepstakes is subject to all applicable federal, state and local laws and regulations. Void where prohibited by law.

**SPECIAL PUBLICITY NOTICE.** By entering this sweepstakes you grant to Sponsor and its promotional agents your express permission (except where prohibited by law) to use your original submission on the radio for entertainment purposes (without identifying you by full name), without further compensation. Also, by entering this sweepstakes, if you are selected as a finalist or a winner, you grant to Sponsor, Island Records, Ovation Guitar Company, 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 of the above, Sponsor has no obligation to do any of it. See more details at "WINNER / SELECTION / AGREEMENTS" below.

**PRIZES.** Eleven (11) Prizes, each consisting of: (a) one Ovation Celebrity Acoustic Guitar (ARV \$450), and (b) on that guitar one autograph by Melissa Etheridge, and one autograph by Melissa's special guest from "*Melissa's Basement*" on her show which aired on or about two (2) weeks prior to the Entry Period (ARV \$0), for which the Prize is awarded. (Approximate Retail Value ("ARV") of each Prize: \$450) (Total ARV of all prizes to be awarded: \$4,950.)

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 will be awarded.

**ODDS.** Odds of winning depend upon the number of callers attempting to enter and eligible entries received during any particular Entry Period. This sweepstakes 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](http://www.siriusxm.com), (3) on Facebook, Twitter and other social media sites, (4) by unsponsored and sponsored members of the public in social media and online communities, and possibly (5) via the SiriusXM Highlights e-newsletter that is delivered to a minimum of approximately 13 million email addresses.

**WINNER / SELECTION / AGREEMENTS.** Each winner will be determined as the Nth caller based on the announcement made on-air on SiriusXM's VOLUME channel's "**Feedback**" show during the Entry Period for which calls were taken. Winner must give a valid email address and phone number where notification of potential winner status and required documents can be sent. Winner will be determined by Sponsor whose decisions are final and binding. Selected winners will be notified by telephone and **MUST RESPOND IMMEDIATELY** to give a valid email address where notification of potential winner status and required documents can be sent. Except where prohibited, acceptance of prize constitutes winner's consent -- and winner will be required to sign a release -- to allow Sponsor and its promotional agents to use winner'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, the SiriusXM VOLUME channel and its various shows. Winner will be required to sign and return to Sponsor an Affidavit of Eligibility, Publicity & Liability Release ("**Affidavit**"), prior to and as a condition of

acceptance of prize, **WITHIN THREE (3) BUSINESS DAYS OF RECEIPT OF NOTIFICATION OR PRIZE WILL BE FORFEITED** and an alternate winner selected will be notified. Prize will be awarded and delivered within 45 days after receipt and verification of completed prize notification. If the potential alternate winner cannot be contacted for any reason, including an invalid telephone number, if the Affidavit 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 notified.

**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 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](http://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 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 or select winners 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/VOLUME](http://WWW.SIRIUSXM.COM/VOLUME).** Any attempt to deliberately damage the content or operation of this sweepstakes 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, those working on its behalf, Island Records, Ovation Guitar Company, Facebook, and all other businesses involved in this sweepstakes (including prize suppliers), 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 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, 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 (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 sweepstakes, or from the acceptance or use or redemption of any prize, including travel and accommodations provided by

independent suppliers. In the event Sponsor and its agents are prevented from continuing with the sweepstakes 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 sweepstakes.

**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. Any and 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 winners, available after November 30, 2017 ("**Winners List Date**"), send a stamped, self-addressed envelope (except where prohibited) and a note identifying the name of this sweepstakes, but within 45 days after the Winners List Date to the Sponsor at the address set forth below, Attention: Promotions Department/Melissa's Basement Guitar Giveaway.

**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. 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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