

SIRIUSXM PRESENTS
Shinedown Small Stage Series Presented by American Express
SWEEPSTAKES

OFFICIAL RULES

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

**PRIZE CONSISTS OF TICKETS ONLY. NO TRANSPORTATION WILL BE PROVIDED
TO ATTEND THE EVENT.**

**Winners and guests must comply with all Event venue, artist, and local rules and
guidelines regarding COVID-19 safety protocols.**

- 1. SPONSOR.** The Sponsor of this sweepstakes ("**Sweepstakes**") is Sirius XM Radio Inc., 1221 Avenue of the Americas, 36th Floor, New York, New York 10020.
- 2. ENTRY PERIOD.** The Sweepstakes entry period begins at 12:00 AM Eastern Time ("**ET**") on JULY 20, 2022 ("**Start Date**") and ends at 11:00 AM ET on AUGUST, 5, 2022 ("**End Date**," the Start Date to the End Date, the "**Entry Period**").
- 3. HOW TO ENTER.** You may enter the Sweepstakes in one of two ways during the Entry Period:
 - a. Online Entry:** Listen to Octane on the SXM App and look for a pop-up notification with a link to an online entry form (the "**Entry Page**") and complete all requested information on the Entry Page. Additional channels may be added at any time and may be announced on air or posted on www.siriusxm.com/events/small-stage-series/shinedown. Some subscribers may receive an invitation with a link directly to the Entry Page to complete and submit an entry. A SiriusXM subscription (paid or trial) at time of entry is required to enter via this method.
 - b. Mail in Entry:** On a postcard or a 3x5 card legibly print your first and last name, complete postal address, phone number and email address and the name and date of the Event you wish to attend if selected as a winner, and mail it in an envelope with proper postage to **SXM ENTRIES, PO BOX 1948 SOUTH HACKENSACK, NJ 07606** Your mail-in entry must be postmarked by the USPS no later than the End Date and received by Sponsor no later than five (5) days following the End Date.

Successful submission of all required information via either entry method 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, regardless of entry method. Sponsor will not be responsible for any lost, late, illegible, misdirected or postage due mail. All Entries become the property of Sponsor and will not be acknowledged or returned. **LIMIT ONE ENTRY PER PERSON REGARDLESS OF THE METHOD OF ENTRY AND EVENT DATE.** Multiple entries submitted by a single person during the Entry Period shall render all of 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 e-mail account of the e-mail address submitted at time of 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.

- 4. ELIGIBILITY.** 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 are: (i) a legal resident of the 50 United States, the District of Columbia, or Puerto Rico; and (ii) at least 18 years of age at time of entry. This Sweepstakes is intended for participation in the aforementioned areas only. Void where prohibited.

By participating in the Sweepstakes, Entrants agree: (i) to be bound by these Official Rules, including all eligibility requirements, and (ii) to be bound by the decisions of Sponsor, which are final and binding in all matters.

Employees of Sponsor and its 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, phone numbers or postal 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.

- 5. SPECIAL PUBLICITY NOTICE.** By entering this Sweepstakes, if you are selected as a potential winner, you grant to Sponsor and the Released Parties (defined below) 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" below.

6. **PRIZE.** Each prize consists of two (2) tickets to SiriusXM Presents Shinedown Small Stage Series Presented by AMEX on **AUGUST, 25, 2022 ("Event")**. **NO TRANSPORTATION TO OR FROM THE EVENT WILL BE PROVIDED.** Winners will be determined by a random drawing from among all Entrants submitting an Entry to attend a specific Event. Entrants may only select one Event and Entries not selected for one Event will not be transferable to the drawing for the other Event. If there are no Entries for a particular Event, no prize for that Event will be awarded. Sponsor will attempt to award all prizes provided a sufficient number of entries are received for each drawing. Each drawing for an Event shall be considered a separate and distinct drawing, and in no way connected to any other Event drawings. There will be a minimum of ten (10) Prizes available for each Event. Sponsor reserves the right to award more prizes in its sole discretion. Approximate Retail Value ("**ARV**") of each Prize is \$100.

See below for special health requirements for event attendance.

All expenses not specifically mentioned herein, including without limitation, transportation, lodging, meals and beverages, are the responsibility of the winners and winners' guest. Date and location of each Event is subject to change and not the responsibility of Sponsor. If each 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 issuer. Winners agree 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. Winners and guests 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 a winner is unable attend the Event, that person will forfeit the Prize and another winner will be selected from among eligible entries received. 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. Subject to Sponsor's sole discretion, in no event shall more than the number of stated prizes 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. For prizes with actual value of \$600 or more, winners may receive an IRS Form 1099.

7. **ODDS.** Odds of winning depend upon the number of eligible Entries received for each Event drawing during the Entry Period.
8. **WINNER SELECTION.** Winners will be determined in a random drawing following the close of the Entry Period from among all eligible Entries received for the Event

during the Entry Period, conducted by Sponsor whose decisions are final and binding.

- a. Notice. Selected winners will be notified exclusively by email to the email address provided in the Entry. If a prize notification is undeliverable, or a potential winner cannot be contacted for any reason, including an invalid email address, 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, if time permits. Prizes are awarded to the selected winner and not to any guest, and winners will be solely responsible for any invited guest. All guests must be at least 18 years of age, unless permitted by Sponsor in writing. All minors must be accompanied by their parent or legal guardian.
- b. Publicity License. Except where prohibited, acceptance of a Prize constitutes winners' consent to allow the Released Parties to use winner's and each winner's guest's name, likeness, photo, video footage, and/or biographical data for advertising and promotional purposes, without additional compensation or notice, in perpetuity, in all media, now known or hereafter developed, in connection with Sponsor, the Sweepstakes, the Sponsor's web sites, and the Event.

9. SPECIAL NOTICE FOR EVENT ATTENDANCE

- a. **FOR PRIVATE EVENTS CONDUCTED AT A SIRIUS XM VENUE OR OFFICE:** Winners and guests must provide physical or electronic proof of full vaccination against COVID-19 as administered by an authorized state or similar authority as a condition of attending the Event. Final vaccination dose must be given at least two (2) weeks prior to the Event. A government issued ID and proof of vaccination identifying the name of the person who received the vaccination, the date administered, and type of vaccination will be checked at the Event venue. Any person who fails to provide the requested information will be denied entry to the Event.
- b. **FOR ALL EVENTS:** Winners and guests must comply with all Event venue, artist, and local laws, rules and guidelines regarding COVID-19 safety, which may include proof of vaccination, social distancing, masking, and onsite testing. Requirements are subject to change.
- c. **HEALTH WARNING:** An inherent risk of exposure to COVID-19 and its variants exists in any place people gather even if fully vaccinated. COVID-19 and its variants are extremely contagious and can lead to severe illness and death. By attending any event as part of a prize, winners and guests knowingly and voluntarily assume all risks related to exposure to COVID-19 and agree to not hold Sirius XM Radio Inc., the venue, performers or any of their respective affiliates, employees and contractors liable for any resulting illness or injury.

10. **PRIVACY NOTICE / MARKETING**. By entering this Sweepstakes, any personal information Entrants submit will be disclosed to the Sponsor and will be used consistent its privacy policy available at www.siriusxm.com/privacy. 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. This promotion may be advertised on Facebook, but Entrants will be providing information to Sirius XM Radio Inc. and not to Facebook.
11. **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, and those working on their respective behalf, and all other businesses involved in this Sweepstakes (including prize vendor or provider, talent, and the 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 attendance at the Event.

CO-PROMOTERS; PRIZE ENTITIES. For any Events conducted, organized or hosted, or also promoted, by the following entities, these entities are also included, as applicable, as "**Released Parties**" in these Official Rules:

- American Express

- The National Football League, its member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, representatives and employees (collectively, "**NFL Entities**").
- Live Nation Worldwide, Inc. ("**Live Nation**").
- The National Hockey League, its member professional hockey clubs and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, representatives and employees (collectively, "b").
- 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. (collectively, "**MLB Entities**").

12. **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 attendance at the Event. This promotion may be advertised on Facebook, but this promotion is in no way sponsored, endorsed, administered by, or associated with Facebook.

For any Events also promoted by the NFL Entities, the NFL Entities will have no liability or responsibility for any claims arising in connection with participation in this sweepstakes or any prize awarded. The NFL Entities have not offered or sponsored this Sweepstakes in any way.

For any Events also promoted by Live Nation, Live Nation Worldwide, Inc. is not a sponsor or administrator of this Sweepstakes. All inquiries regarding this Sweepstakes must be directed to Sponsor and not Live Nation.

For any Events also promoted by the NHL Entities, the NHL Entities will have no liability or responsibility for any claims arising in connection with participation in this Sweepstakes or any prize awarded. The NHL Entities have not offered or sponsored this Sweepstakes in any way.

For any Events also promoted by the MLB Entities, the Sweepstakes is in no way sponsored, administered, executed or produced by any of the MLB Entities and the MLB Entities will have no liability or responsibility for any claims arising in connection with participation in this sweepstakes or the prize awarded. No prize includes tickets to or for any game, event or exhibition other than as specifically set forth in the applicable Promotion. Major League Baseball trademarks, service marks and copyrights are proprietary to the MLB Entities. All rights reserved. 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 mlb.com/ticketback 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.

For any Events presented by American Express, American Express is not a sponsor or administrator of this Sweepstakes.

13. **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 AN EVENT IS 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.
14. **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.
15. **WINNERS LIST.** For the name of the winner(s), available between ten (10) days and forty (40) days following the End Date, send a stamped, self-addressed envelope (except where prohibited) and a note "winners list" to the Sponsor at the address set forth above, Attention: Promotions Department/SiriusXM Presents Shinedown Small Stage Series Presented by AMEX.

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