

**SiriusXM's Bruce Springsteen & the E Street Band at the Apollo  
Listening Party Sweepstakes  
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.  
Must be at least 18 to enter.**

**HOW TO ENTER.** To enter, you ("Entrant") must submit a photo (or photos) on March 9, 2012 of your Bruce Springsteen & the E Street Band Live at the Apollo Theater Listening Party, to @siriusxm and include the hash tag #SXMBruceApollo (an "Entry"). Each Entry must be submitted by a single individual. Submit your Entry from 8PM ET on March 9, 2012 until the end of the LIVE concert broadcast (the "Entry Period"). Incomplete Entries (e.g., those without photos) are ineligible. Proof of submission will not be deemed to be proof of receipt. All Entries and requests become the property of Sponsor (except for licensed materials). Sponsor will verify eligibility.

The first one hundred (100) tweeted Entries (containing photos that show effort in displaying your "Listening Party" celebration) which we receive from qualified Entrants will win the First Prize, a copy of Bruce's new CD "Wrecking Ball."

Everyone who tweets a qualified Entry will be eligible for a chance to win the Grand Prize trip to see Bruce Springsteen and the E Street Band in concert in Newark, NJ at the Prudential Center on May 2, 2012 with three (3) of their friends!

**Any listening party:** This promotion is intended only for personal and household enjoyment and not for commercial customers. The SiriusXM service for non-commercial customers is provided only for your personal, non-commercial enjoyment. You may not make commercial use of, reproduce, rebroadcast, or otherwise transmit our programming, or record our programming. **Admission cannot be charged to a listening party** and you cannot distribute play lists of our programming or this special concert. Please let Sponsor if you were charged admission to a listening party, by writing to us at the address below.

**CONDITIONS OF ENTRY / ELIGIBILITY TO WIN.** The Entrants must (i) be a legal resident of the 48 contiguous United States, the District of Columbia, or Puerto Rico, (ii) be at least 18 years of age at time of entry, except wherever prohibited or restricted by law, (iii) be a human being, as opposed to an organization or entity, (iv) must follow @siriusxm on Twitter, and (v) you must include hash tag #SXMBruceApollo to the tweet submission. This promotion is intended for play in the United States only and shall only be construed and evaluated according to United States law. Do not enter this promotion if you are not located in the United States. By participating in the promotion you agree (i) to be bound by these Official Rules, including all eligibility requirements; and (ii) to be bound by the decisions of Sponsor and its judges, which are final and binding in all matters. Employees of Sponsor, or their respective shareholders, subsidiaries, affiliates, advertising and promotion agencies, retailers or distributors, and members of their immediate families are permitted to enter this promotion. Sponsor and its agents reserve the right to verify eligibility qualifications of all winning Entrants. Failure to comply with these Official Rules may result in disqualification from the promotion. This promotion is subject to all applicable federal, state and local laws and regulations. Void where prohibited by law.

**SPECIAL PUBLICITY NOTICE.** Even though we obtain your consent to all of the following, Sponsor is not obligated to do any of it. Sponsor may use your Entry, in whole or in part, on its websites, the radio or television, and may use it for entertainment purposes, in whole or in part (including identifying Entrant by full name), without further compensation. By entering this promotion, (1) you grant to Sponsor your express permission (except where prohibited by law) to use in perpetuity your identity in connection with your Entry on the siriusxm.com website, and (2) if you are selected as a winner, you grant to Sponsor your express permission (except where prohibited by law) to use in perpetuity your identity in connection with, your Entry, in whole or in part, including your name, 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 on television, and including for "live notification" of potential winner status purposes, without further compensation.

**Note:** We may post Entry photos on our social media pages which may not be restricted to Facebook and Twitter. We may also be posting Entry photos on SiriusXM.com. A photo posted on our pages is not a confirmation that your eligibility is confirmed.

**PRIZES.**

One Hundred (100) FIRST PRIZES will be awarded, each consisting of a copy of Bruce's new CD "Wrecking Ball." (ARV: \$19.95)

One (1) GRAND PRIZE will be awarded. Grand Prize consists of a trip to the May 2, 2012 concert to see Bruce Springsteen and the E Street Band in Newark, NJ including: (a) round-trip coach air transportation for four (4) to Newark, NJ (the "Destination"), from a major commercial airport in the continental United States, nearest to the 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; (b) two nights tourist class hotel accommodations (two double occupancy rooms and room taxes only); (c) four (4) tickets to the Bruce Springsteen and the E Street Band show in Newark, NJ on May 2, 2012 (the "Event"). (Total ARV: \$3,000). Travel and hotel accommodations are subject to availability and dates of travel will be May 1, 2012 to May 3, 2012. Winner and guests must all travel out of the same city.

Total ARV for all prizes: \$4,995. All other expenses not mentioned herein, including without limitation, ground transportation, transfers, additional hotel amenities, fees and gratuities, airline change fees, airline premium seat fees, airline baggage fees (both checked and carry on), personal expenses such as photos, souvenirs, and passport fees, are the responsibility of the winner. Travel and hotel accommodations are subject to availability. Certain blackout dates and material restrictions may apply. Dates and location of Event are subject to change and are not the responsibility of Sponsor. If the Event is cancelled for any reason, Sponsor's only obligation is to award the other elements of the prize. 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. 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 and possession of the prize are the sole responsibility of the winner. Winner will receive an IRS Form 1099 for the actual value of your prize. Actual retail value of prize depends upon location of winner and fares at time of departure, among other things.

**ODDS.** Odds of winning depend upon the number of eligible entries received during the Entry Period. Odds of winning First Prize are also determined by your speed of response. This promotion is being advertised (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) and twitter.com, (3) by unsponsored and sponsored members of the public in social media and online communities, and possibly (4) via the SiriusXM Highlights e-newsletter that is delivered to approximately nine (9) million email addresses.

**DETERMINATION OF WINNERS.** First prize winners are determined by speed of response. Grand Prize winner is determined by a random "drawing" method.

**PRIVACY NOTICE / MARKETING.** By entering this promotion, any personal information you submit will be disclosed only to the Sponsor and will be used only by us consistent with our privacy policy. Sponsor may use your 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 you. Be sure to read the SiriusXM Radio Privacy Policy at [www.siriusxm.com](http://www.siriusxm.com).

**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 promotion, or if technical difficulties or technical corruption (including a computer virus or system malfunction) compromise the integrity of the promotion, the Judges reserve the right to terminate the promotion and select winners from among all eligible entries received prior to termination. Should the promotion be terminated prior to the stated expiration date, notice will be posted at [www.siriusxm.com](http://www.siriusxm.com). Any attempt to deliberately damage the content or operation of this promotion is unlawful and subject to legal action by the Sponsor and its agents. Judges' decisions are final in all matters relating to this promotion. You agree, on your own behalf, and on behalf of your heirs, executors, administrators, legal representatives, successors and assigns, including those signing on behalf of a Minor ("Releasing Parties"), hereby release, and agree to defend, indemnify, and hold harmless the Sponsor, those working on their behalf, and all other businesses involved in this promotion, 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 promotion or the awarding, acceptance and use or misuse of a prize.

**DISCLAIMER OF LIABILITY.** SPONSOR SHALL HAVE NO LIABILITY WHATSOEVER TO ENTRANTS. AS TWITTER SAYS TO ITS USERS "WHAT YOU SAY ON TWITTER MAY BE VIEWED ALL AROUND THE WORLD INSTANTLY. YOU ARE WHAT YOU TWEET!" Sponsor shall not be responsible for (i) any typographical or other error in the publishing or printing of the offer, administration of the promotion or in the announcement of any prize; (ii) lost, late, misdirected, damaged, illegible or incomplete entries; (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, 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 any person's computer related to or resulting from participating in the promotion; or (v) the failure of any third party to comply with the instructions and proper administration of this promotion. 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 promotion, 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 promotion 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 promotion.

**FORCE MAJEURE.** In the event Sponsor and its agents are prevented from continuing with the promotion 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 promotion.

**LAW / DISPUTE RESOLUTION.** This promotion 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 promotion shall be resolved individually, without resort to any form of class action. Any action or litigation concerning this promotion 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 PROMOTION. 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 names of the winning Entrants, available after March 12, 2012, send a stamped, self-addressed envelope (except where prohibited) and a note identifying the name of this promotion, but within 45 days of the above estimated judging date to the Sponsor at the address set forth below, Attention: Promotions Department/SXM Bruce ApolloParty Photos.

**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.