

# Gas Money Giveaway SiriusXM Sweepstakes

## OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN.**

**U.S. LAW GOVERNS. VOID WHERE PROHIBITED BY LAW.**

**THIS SWEEPSTAKES IS NOT OPEN TO THE PUBLIC. ONLY ACTIVE VEHICLE TRIAL SUBSCRIBERS WHO RECEIVE AN EMAIL INVITATION FROM SIRIUSXM ARE ELIGIBLE TO PARTICIPATE.**

**ENTRY PERIOD.** The Gas Money Giveaway ("**Sweepstakes**") begins at 12:00 a.m. Eastern Time ("**ET**") on November 15, 2023, and ends at 11:59 p.m. ET on December 15, 2023 (the "**Entry Period**").

**HOW TO ENTER.** Access the Sweepstakes website (the "**Website**") via an email invitation you receive and follow the instructions to enter the correct four SiriusXM holiday channel numbers to unlock the entry form, and complete the entry form and submit your entry for a chance to win (an "**Entry**"). Sponsor may also make the Website accessible via promotional banners on Facebook and Instagram, but only invited trial subscribers will be eligible to enter. The person submitting the Entry shall be deemed the "**Entrant**." Entrants are solely responsible for connecting to the Internet and Sponsor shall not be responsible for any inability by any person to access the Website.

LIMIT ONE ENTRY PER PERSON. Multiple entries submitted by a single person shall render all such person's entries void and ineligible. In the event of a dispute over the identity of an Entrant, Entry will be deemed submitted by the authorized account holder 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.

**CONDITIONS OF ENTRY / ELIGIBILITY TO WIN.** This Sweepstakes is open only to invited email recipients who are active vehicle trial subscribers currently on a trial as of November 14, 2023, are legal residents of the contiguous United States or Puerto Rico, and are at least 18 years of age at time of entry. Entrants must provide the email address associated with their vehicle trial subscription on the entry form for verification, which is the same email address where invitees will receive their invitation from the Sponsor to enter the Sweepstakes.

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

Employees of Sponsor and 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 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 Sweepstakes. This Sweepstakes is subject to all applicable federal, state, and local laws and regulations.

**SPECIAL PUBLICITY NOTICE.** If you are selected as a 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.

**PRIZES/ODDS.**

One hundred (100) prizewinners will each receive a \$50 American Express prepaid gift card. Approximate Retail Value ("ARV") of each prize is \$50. Total ARV of all prizes is \$5,000.00. Odds of winning depend on the number of eligible entries received during the Entry Period. Taxes, if any, are the sole responsibility of each winner. An IRS Form 1099-MISC will be issued as required by law. No substitution, cash redemption or transfer of the right to receive a prize or any prize component is permitted, except in the discretion of Sponsor, which has the right to substitute the prize or any prize component with a prize or prize component of equal or greater monetary value. The prize consists only of the items expressly specified in these Official Rules. All expenses or costs associated with the acceptance or use of the prize or any prize component (including, without limitation, streaming or mobile device, Internet connection and/or data costs) are the responsibility of the winner. Prepaid cards are subject to the terms and conditions of the issuer. Prizes are awarded "AS IS" and without any warranty, except as required by law. In no event will more than the number of prizes stated in these Official Rules be awarded.

**WINNER / SELECTION / AGREEMENTS.** Winners will be determined in a random drawing to be held on or about **December 18, 2023**, from among all eligible Entries received. The drawings will be conducted under the supervision of Sponsor whose decisions are final and binding in all respects. Selected winners will be notified by e-mail using information provided on the Entry. Prizes will be awarded by mail and sent to the address provided on the Entry. Sponsor is not responsible for any change of address by Entrants. Winners may be required to complete and return an Affidavit of Eligibility/Release of Liability and, if legally permissible, a Publicity Release, and any other documentation provided by Sponsor in connection with verification of the winner's eligibility and confirmation of the releases, and grant of rights set forth in these Official Rules ("**Verification Documents**"). If requested, winners must respond to Sponsor's initial notification attempt and must complete and return to Sponsor any required Verification Documents within the time frame indicated in the notification. If the prize or prize notification is undeliverable, or if a potential winner does not respond to the prize notification within the time specified (if requested) or if a potential winner cannot be contacted for any reason, or if any required Verification Documents are not completed 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 selected at random from the remaining eligible entries.

**PRIVACY NOTICE / MARKETING.** By entering this Sweepstakes, any personal information Entrants submit will be disclosed to the Sponsor and will be used 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 Sweepstakes will cause you to receive emails related only to this Sweepstakes.)

Special Note: This promotion may be advertised on Facebook, Instagram or other social media platforms, but Entrants will be providing information to Sirius XM Radio Inc. and not to Facebook, Instagram or other social platforms. Be sure to read the SiriusXM 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 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, or attack) compromise the integrity or intended operation of the Sweepstakes, Sponsor reserves the right to terminate the Sweepstakes and 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](http://www.siriusxm.com). Any attempt to deliberately damage the content or operation of this Sweepstakes 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 and those working on their respective behalf, and all other businesses involved in this Sweepstakes (including, but not limited to, prize vendor or provider, talent, or 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.

**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 website or any combination thereof; (iv) undeliverable mail; (v) undeliverable e-mails resulting from any form of active or passive e-mail filtering by an Entrant's Internet service provider and/or e-mail client or for insufficient space in Entrant's e-mail account to receive e-mail; (vi) 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 (vii) 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 travelling to and attendance at the Event.

**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 or not award the prize in its sole discretion.

**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.

**WINNERS LIST.** For the name of the winners, available after **January 31, 2023** ("**Winner List Date**"), send a stamped, self-addressed envelope (except where prohibited) and a note identifying the name of this Sweepstakes within 45 days after the Winners List Date to the Sponsor at the address set forth below, Attention: Promotions Department/Gas Money 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. Sponsor's Sweepstakes and other promotions may be advertised through its subsidiaries and affiliates, including Pandora<sup>®</sup>. This promotion may be advertised on Facebook or Instagram, but this promotion is in no way sponsored, endorsed, administered by, or associated with, Facebook or Instagram. Inquiries regarding the promotion must be directed to Sponsor.

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