

SiriusXM's Game Day Giveaway Sweepstakes  
for Automotive Dealerships

## 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 Dealerships in the Territory (defined below).**

**PLEASE READ THE DISPUTE RESOLUTION - ARBITRATION/CLASS-ACTION WAIVER PROVISION BELOW AS IT SHALL GOVERN HOW DISPUTES CONCERNING THIS SWEEPSTAKES WILL BE HANDLED, WHICH MAY IMPACT YOUR LEGAL RIGHTS.**

**SPONSOR.** The Sponsor of this Sweepstakes is Sirius XM Radio Inc., 1221 Avenue of the Americas, 35th Floor, New York, New York 10020.

**ENTRY PERIOD.** The SiriusXM **Game Day Giveaway** for Automotive Dealerships (the "**Sweepstakes**") begins at 12:01 a.m. Eastern Time ("**ET**") on October 24, 2022 and ends at 5:59 p.m. ET on January 13, 2023 (the "**Entry Period**"). Any entries received after the Entry Period will not be considered.

**HOW TO ENTER.** An owner or authorized employee of an eligible dealership in the Territory (a "**Dealership**") may enter the Sweepstakes on behalf of the Dealership by enrolling the Dealership in the SiriusXM® Service Lane Program and/or the Pre-Owned Program (each a "**Program**" or together the "**Programs**") and being "**Successfully activated**" (as defined below) in the Program(s). For Dealerships that are not a Pre-Enrolled Dealership (as defined below), to enter for your chance to win the Game Day Giveaway Sweepstakes, go to: [www.siriusxmdealerprograms.com/GameDay2023](http://www.siriusxmdealerprograms.com/GameDay2023) or [www.siriusxmdealertrial.com/Gameday2023](http://www.siriusxmdealertrial.com/Gameday2023), follow the instructions, and enroll in the Program. A properly completed and received enrollment in a Program shall be considered an "**Entry.**"

**"Successfully activated"** means (1) a Dealership enrolled; (2) the Dealership was accepted into the Program(s); *and* (3) the Dealership received an activation acknowledgement from Sponsor before the end of the Entry Period. Proof of fax enrollment submission will not be deemed to be proof of receipt. Only two (2) entries per Dealership, one for each Program. The first enrollment to be submitted and cause the Dealership to be Successfully activated in the Program(s) will be deemed the only valid Entry.

**Pre-Enrolled Dealerships.** Dealerships that are currently active and participating in the Program(s) ("**Pre-Enrolled Dealerships**") will be automatically entered into the Sweepstakes with one Entry per Program in which they are currently active and participating. If a Pre-Enrolled Dealership is chosen as the potential winner, it can choose to decline the prize.

**Who Is the Entrant?** The "**Entrant**" is deemed the Dealership. A winner can only be a Dealership. Sponsor will notify the Owner, Principal, or General Manager of the chosen Dealership of its status as a potential winner. If the individual who enrolled the Dealership was not authorized to do so, or if the Owner, Principal, or General Manager chooses to decline the Prize, the Prize will be forfeited, and Sponsor will choose a new potential winner from the remaining eligible Entries. The Dealership may, in its discretion, determine who within the Dealership may receive one or all elements of the Grand Prize, but regardless of such designation, will be responsible for paying any taxes on the full Grand Prize.

**CONDITIONS OF ENTRY / ELIGIBILITY TO WIN.** This Sweepstakes is open to legally operated automotive dealerships in the forty-eight (48) contiguous United States and the District of Columbia (the “Territory”). By participating in the Sweepstakes, Entrants (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor, which are final and binding in all matters. Entries that are incomplete or corrupted are void and will not be eligible. Entries that are not “Successfully activated” will not be eligible. Sponsor and its agents reserve the right to verify eligibility qualifications of any chosen winner. Failure to comply with these Official Rules 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.

**Who is not eligible to win?** Employees of Sponsor, its subsidiaries, affiliates, advertising and promotion agencies, retailers or distributors, and members of their immediate family (e.g., spouses, parents, domestic partners, children, siblings), are not eligible to win.

**SPECIAL PUBLICITY NOTICE.** By entering this Sweepstakes, if you are selected as a winner of any prize, you grant to Sponsor and its promotional agents your express permission (except where prohibited by law) to use your name, identity, description of prize won, Dealership name, winner’s hometown, and any 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 AGREEMENTS” below.

**PRIZE.** One (1) Grand Prize will be awarded to one (1) winner using the selection process described below and satisfaction of the eligibility requirements set forth above, consisting of:

- Outdoor movie screen
- Samsung Freestyle FHD HDR Smart Portable Projector
- Sonos Move Bluetooth indoor/outdoor speaker
- \$1,000 AMEX gift card
- American Beverage Four Faucet Jockey Box Beer Cooler
- REVO Party Barge Cooler
- 1-year SXM App subscription

Approximate Retail Value (“ARV”) of the Grand Prize is \$3,500.

If a potential winning Dealership is unable to receive the Prize, it 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. In no event shall more than the number of stated prizes be awarded. All prizes are intended to be awarded. Any unused 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 Dealership winner. Dealership

winner will receive an IRS Form 1099 for the actual value of the Prize awarded. Sponsor will not replace any lost, damaged, or stolen prize items.

**WINNER SELECTION.** The winning Dealership will be determined by a random drawing following the close of the Entry Period from among all eligible Entries received.

**ODDS.** Odds of winning depend upon the number of eligible Entries received during the Entry Period. This Sweepstakes is intended to be advertised to a maximum of 1,781 franchise and 27,349 independent dealers not yet enrolled in either of the Pre-Owned or Service Lane Programs, a maximum of 31,000 dealers already enrolled in the Pre-Owned Program only, and 18,638 dealers already active in both the Pre-Owned and Service Lane Programs (the Participating Dealer Entry Pool). Odds of winning approximately 1:78,768.

**WINNER AGREEMENTS.** Potential Dealership winner will be notified by telephone and email using information provided in the Entry. Except where prohibited, acceptance of prize constitutes Dealership winner's consent, and Dealership winner will be required to sign a release to allow Sponsor and its promotional agents to use Dealership winner's name and 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, and the Sponsor's web sites. The Dealership may be required to sign and return to Sponsor an Affidavit of Eligibility, Publicity & Liability Release ("**Affidavit**") (unless prohibited), and/or IRS Form W-9 (if required by IRS regulations), prior to and as a condition of acceptance of prize, within five (5) days of the date of notification. The prize will be awarded within thirty (30) days after receipt and verification of completed prize notification and Affidavit. If prize notification is undeliverable, or if the Dealership winner does not respond to the prize notification telephone call within twenty-four (24) hours, or if the Dealership cannot be contacted for any reason, including an invalid telephone number or email address, if the Affidavit is not complete and received by Sponsor within the time required, or in the event of noncompliance with these Official Rules, the Prize will be forfeited, and an alternate winner may be chosen at random from the remaining eligible entries.

**PRIVACY NOTICE / MARKETING.** By entering this Sweepstakes, any information submitted will be disclosed to and used by Sponsor consistent with our privacy policy located [here](#). Sponsor may use your personal information, including postal and e-mail addresses, to contact you regarding our goods and services and any other offers and/or promotions that we believe might be of interest to you. Special Note: We will make no use of your telephone number as a result of your Entry except to contact potential winners and to verify your eligibility to enter.

**GENERAL CAUTION / RELEASE.** Sponsor reserves the right to permanently disqualify any Entrant 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 determination of winners or the prize drawings, or if technical difficulties or technical corruption (including a computer virus or system malfunction) compromise the integrity of the drawing, 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 [siriusxmdealerprograms.com](http://siriusxmdealerprograms.com) and [www.siriusxmdealertrial.com](http://www.siriusxmdealertrial.com). 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 (collectively the “**Releasing Parties**”), to hereby release, and agree to defend, indemnify, and hold harmless the Sponsor, its affiliates, and all other businesses involved in this Sweepstakes (including other prize vendors/providers), as well as each of their respective employees, shareholders, officers, directors, members, 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; (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 Entrant’s or any other person’s or Dealership’s computer 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 death, loss or damage of any kind caused or claimed to be caused, by participation in the Sweepstakes, or from the acceptance or use or redemption of any prize.

**FORCE MAJEURE.** In the event Sponsor or its agents are prevented from continuing with the Sweepstakes or awarding of any prize 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, pandemic, quarantine, 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 or award or not award any prize.

**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.

**DISPUTE RESOLUTION - ARBITRATION/CLASS-ACTION WAIVER.** By participating in this Sweepstakes, you understand and agree that any dispute, cause of action or claim ("**Claim**") arising out of, related to, or in connection with this Sweepstakes between you and any of the Released Parties shall be brought and resolved exclusively by individual binding arbitration in accordance with the rules and procedures of the American Arbitration Association ("**AAA**") in effect at the time the Claim is filed. A copy of the AAA rules, forms and instructions for initiating an arbitration are available at [www.adr.org](http://www.adr.org) or by calling (800) 778-7879. In an arbitration, a dispute is resolved by an arbitrator, or a panel of arbitrators, instead of a judge or jury. As such, you hereby waive the right to go to court, including the right to a jury, act as a class representative or participate as a member of a class of claimants with respect to any Claim submitted to arbitration or litigation, regarding any Claim you have against any or all Promotion Parties. Prior to filing a Claim for arbitration with the AAA, each party agrees to attempt to resolve the Claim informally by notifying the other party in writing of the issue(s) underlying the Claim and both parties shall work in good faith to resolve such issue(s). To initiate an informal resolution to a Claim with Sponsor, you must send a notice by first class United States mail to Sirius XM Radio Inc., 1221 Avenue of the Americas, 35th Floor, New York, NY 10020, Attention: General Counsel. To informally resolve a Claim with another one of the Released Parties, you must send notice through their registered agent. If such attempts are unsuccessful, a party may thereafter file a Claim with the AAA. No party start a formal proceeding for at least 60 days after notice of an informal claim is made. If you file and prevail on a Claim, Sponsor will reimburse you for your filing fees and costs in connection with the Claim. You may elect to opt-out of arbitration by sending a letter (an "**Arbitration Opt-Out Notice**") to Sirius XM Radio Inc., 1221 Avenue of the Americas, 35th Floor, New York, New York 10020; Attention: General Counsel: Automotive Remarketing/Game Day 2023 DEALERSHIP Sweepstakes Arbitration Opt-Out. The Arbitration Opt-Out Notice must include (1) your first and last name; (2) your postal mailing address; (3) phone number; (4) email address; and (5) a clear statement that you do not wish to resolve disputes with Sirius XM through arbitration. The Arbitration Opt-Out Notice must be received no later than thirty (30) days from the date you entered the Sweepstakes. The Arbitration Opt-Out will apply only to Claims arising under this Sweepstakes and it not a general arbitration opt-out of all Claims with Sponsor or any Released Party. In the event this Dispute Resolution provision is held unenforceable, in whole or part, you agree that all Claims shall be (i) 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, and (ii) brought and heard 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. In such cases, 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 winning Dealerships, available between 30-60 days following the end of the Entry Period, send a stamped, self-addressed envelope (except where prohibited) and a note identifying the name of this Sweepstakes, within ninety (90) days following the end of the Entry Period to the Sponsor at the address set forth above, Attention: Automotive Remarketing/Game Day 2023 DEALERSHIP Winners list.

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