

## 2018 SiriusXM 80s Cruise Getaway 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.**

**Open only to legal residents of the 48 contiguous United States, and DC, 21 and older who are an employee of an automotive dealership.**

**HOW TO ENTER.** Automotive dealerships which want to enroll in either the Pre-Owned Program and/or Service Lane Program (the "**Programs**") and both groups referred to herein as the "**New Dealer Enrollment Entry Pool**") can ENTER into the sweepstakes by going to **[www.siriusxmdealerprograms.com/80s](http://www.siriusxmdealerprograms.com/80s)**, enrolling in a/the Program(s), and being "successfully activated" in either or both of the Programs, from 12:01 am ET on **July 30, 2018**, to 5:59 pm ET on **October 5, 2018** (the "**Entry Period**"). "**Successfully activated**" means a dealership was accepted into a Program and Sponsor sent the dealership an activation acknowledgement by **October 12, 2018**. An enrollment will also be accepted by faxing your enrollment form as instructed on the form. Proof of fax will not be deemed to be proof of receipt. Each Program enrollment will earn you one Entry during the Entry Period (i.e., maximum of 2 Entries is possible) but multiple entries in any single Program, on behalf of any dealership location will be discounted; the first enrollment to be submitted and cause the dealership to be successfully activated in a Program will be deemed the only valid entry.

Automotive dealerships currently active and participating in the Programs (referred to herein as the "**Participating Dealer Entry Pool**") will automatically be entered into this sweepstakes with one (1) entry per Program into which such Participating Dealer is active and participating (i.e. maximum of two (2) entries is possible for any dealer already in the Participating Dealer Entry Pool). If one of these dealerships is chosen as the potential winner, it may choose to decline the Prize.

Advice to Both Groups: The "**Entrant**" is deemed the dealership. A winner can only be the dealership. Sponsor will notify the Owner, Principal, or General Manager of winner status. 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 go on to the next eligible winner. If the dealership accepts the Grand Prize, the dealership must determine who will get the benefit of the Prize, and who will pay the taxes on the Prize. The dealership must make the appointment of who will enjoy the benefit of the Grand Prize and who will pay the taxes on the Prize within two (2) business days of being notified of the Prize award, or the Prize will be forfeited and Sponsor will go on to the next randomly selected alternate.

**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 48 contiguous United States and the District of Columbia who, at the time of entry, are at least twenty-one (21) years of age and have the authority to act on behalf of and bind the eligible dealership for which it is entering, 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 these areas. 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 the Prize winner and have won any Prize valued at over \$500 from Sponsor within the last six (6) months, you will forfeit winner status to the next eligible entrant in the drawing. Enrolled Dealerships that are not Successfully Activated Dealerships as set forth above 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 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 enter?** Anyone who is not an employee of an automotive dealership is not eligible to enroll a dealership in the Program and therefore is not eligible to enter this sweepstakes. Employees of the Sponsor, Employees of the Sponsor, Entertainment Cruise Productions (ECP Cruises) 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, and the owners, general and limited partners, shareholders, employees, directors, officers and agents of the foregoing entities) and members of their immediate family (e.g., spouses, domestic partners, parents, children, siblings) are not eligible to win.

**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 winner, 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, entrant's 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 AGREEMENTS" below.

**PRIZE.** One (1) "Prize" will be awarded. Prize consists of: (a) round-trip coach air transportation for the winner and his/her guest, travelling on the same itinerary, to Fort Lauderdale, FL (the "**Destination**") from a major commercial airport in the continental United States nearest to winner's primary residence, as determined by Sponsor; provided, however, that Sponsor reserves the right to substitute ground transportation for air transportation if winner resides within one hundred fifty (150) miles of the Destination. This includes a complementary car service two and from cruise ship; (b) one (1) night hotel stay in or near the Destination city for winner and guest (one (1) standard double occupancy room); (c) seven (7) night cruise package for two (2) in an ocean view state room on The 80s Cruise March 2-9, 2019 (each day and the entire prize period referred to as an "**Event**"). This package includes meals in main dining area. (Approximate Retail Value ("**ARV**") of Prize package: \$7,200; actual value may vary depending on, among other variables, the Destination, winner and guest's city of departure and fares at time of departure; any difference in value will not be awarded.) (Total ARV of all prizes to be awarded: \$7,200.)

All other expenses not specifically mentioned herein, including without limitation, ground transportation, transfers, additional hotel amenities, fees and gratuities, meals, 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 not included and are the responsibility of the winner and traveling companion. Travel and hotel accommodations are subject to availability. Certain blackout dates and material restrictions may apply. Date and location of any Event is subject to change and not the responsibility of Sponsor. If any Event is cancelled for any reason, Sponsor's only obligation is to award the other elements of the Prize. If selected, if Prize winner is unable to travel on dates required the selected Prize winner will forfeit the Prize and another winner will be selected from among eligible entries received. Winner and guest must travel on same itinerary. No Prize substitution, cash substitution, or assignment or transfer of Prize (or any portion thereof) 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 Prize awarded. Actual retail value of Prize depends upon location of winner and fares at time of departure.

Sponsor and the Entertainment Cruise Productions will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. THE TERMS AND CONDITIONS OF THE CRUISE VOUCHERS AND ANY OTHER ELEMENTS ISSUED BY ENTERTAINMENT CRUISE PRODUCTIONS SHALL GOVERN. Prize winner and his/her guest(s) agree to comply with all applicable rules and regulations in connection with the Prize. Sponsor and Entertainment Cruise Productions reserve the right to remove or to deny entry to winner and/or guest who engages in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the Events. Sponsor and the Entertainment Cruise Productions will not be responsible for weather conditions, Acts of God, and acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation, interruption, termination, or postponement of the Events. The Prize (and any portion thereof) is nontransferable and may not be resold or offered for resale or used for any commercial or promotional purpose whatsoever. Any such resale or commercial or promotional use, or attempt to resell or transfer any Prize elements may result in disqualification, Prize forfeiture, and legal action by Sponsor and or Entertainment Cruise Productions. All federal, state, and local taxes, if any, are the sole responsibility of the winner. Void where restricted or prohibited.

**WINNER SELECTION.** Winning dealership will be determined by a random drawing, under the supervision of a panel of judges from Sponsor whose decisions are final and binding, following the close of the Entry Period from among all eligible entries received, which dealerships have been determined to have been "successfully activated" (defined above). Subject to verification of eligibility and compliance with these Official Rules, the potential winning dealership will be declared the official winner of the Sweepstakes.

**ODDS.** Odds of winning depend upon the number of eligible entries received during the Entry Period. This sweepstakes is being advertised to automotive dealerships not yet enrolled in either the Pre-Owned Program and/or Service Lane Programs (**New Dealer Enrollment Entry Pool**). This sweepstakes is intended to be advertised as follows: (1) on the Internet at [www.siriusxmdealerprograms.com/80s](http://www.siriusxmdealerprograms.com/80s), (2) through Dealer Bulletins sent from participating OEM Corporate Headquarters to all their automotive business establishments nationwide, (3) through promotional flyers distributed by SiriusXM Field representatives at Dealerships and (4) through Direct Mail postcards sent to Dealerships. There will also be automotive dealerships automatically entered into this sweepstakes which are already enrolled in both the Pre-Owned and Service Lane Programs (the **Participating**

**Dealer Entry Pool).** The two groups of dealerships combined will make your odds of winning a maximum of 1:53,286.

**WINNER AGREEMENTS.** Potential winner will be notified by telephone and must then 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 and its guest will be required to sign a release, to allow Sponsor and Entertainment Cruise Productions and their respective promotional agents to use winner's and winner's guest's name, likeness, photo, video footage, and/or biographical data, and dealership place of employment, for advertising and promotional purposes, without additional compensation, in perpetuity, in all media, now known or hereafter developed, in connection with Sponsor and Entertainment Cruise Productions, this sweepstakes, the Sponsor's web sites, and the Events. Winner will be required to sign and return to Sponsor an Affidavit of Eligibility, Publicity & Liability Release ("**Affidavit**") (where permitted by law), 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 or Prize will be forfeited and an alternate potential winner selected by random drawing from among all remaining eligible entries received. Prize will be awarded within thirty (30) days after receipt and verification of completed Prize notification. If Prize notification is undeliverable, or if a potential winner does not respond to the Prize notification telephone call within the time specified or if the potential 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 potential winner may be selected at random from among all remaining eligible entries. All guests must be at least eighteen (18) years old at time of travel.

Winner and his/her guest or parent/legal guardian will be required to sign, have notarized, and return, within five (5) business days of date of notification, (1) an Affidavit of eligibility/compliance with the rules; (2) a publicity release permitting Sponsor, **Entertainment Cruise Productions**, and each of their respective designees to (i) use the winner's name, address, likeness, biographical information and/or fact of winner's entry; and/or (ii) render the winner's services, including all live and taped performances of winner's media interviews, photo/video and/or autograph sessions in connection with this sweepstakes; each of (i), and (ii) in any and all media now known or hereafter developed, worldwide without limitation, in perpetuity, including for any advertising, publicity, and promotion purposes, without additional notice or compensation, notification or permission, except where prohibited by law; (3) a release of liability signed by the winner or parent/legal guardian of each winner, and all traveling companions of winner or his/her parent/legal guardian as applicable, prior to travel; if the above are not executed and received by Sponsor **within five (5) days of the date of receipt**, Prize may be awarded to an alternate winner. In addition, each winner agrees that **he/she must execute all other documents requested by Sponsor and/or Entertainment Cruise Productions.**

**PRIVACY NOTICE / MARKETING.** By entering this sweepstakes, any personal information you submit will be disclosed to the Sponsor will be used only by us consistent with its privacy policy. 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 it believes might be of interest to you. **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 winner and to verify your eligibility to enter. Be sure to read the SiriusXM 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 Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the "speed of response" determination of the winner or the Prize drawing, 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 the 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](http://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, Entertainment Cruise Productions, and each of their respective agents. You agree, on your own behalf, and on behalf of your heirs, executors, administrators, legal representatives, successors and assigns ("**Releasing Parties**"), to hereby release, and agree to defend, indemnify, and hold harmless the Sponsor, Entertainment Cruise Productions, those working on their respective behalves, Facebook, and all other businesses involved in this sweepstakes (including Prize vendor/provider), 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 4 of 4 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 the Prize (or any portion thereof). Released Parties (i) make no warranty, guaranty or representation of any kind concerning the Prize (or any portion thereof), and (ii) disclaim any implied warranty.

**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 the 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, 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 and/or wireless 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 the Prize (or any portion thereof), including travel and accommodations provided by independent suppliers.

**FORCE MAJEURE.** 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 winning dealership, available after October 12, 2018 ("**Winners List Date**"), send a stamped, self-addressed envelope (except where prohibited) and a note identifying the name of this sweepstakes, but within forty-five (45) days after the Winners List Date to the Sponsor at the address set forth below, Attention: Remarketing Department/2018 SiriusXM 80s Cruise.

**SPONSOR.** The Sponsor of this sweepstakes is Sirius XM Radio Inc., 1290 Avenue of the Americas, 11th Floor, New York, New York 10104. This sweepstakes may be advertised on Facebook but this sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook.

©2017-2018 Sirius XM Radio Inc. Sirius, XM, SiriusXM, and all related marks and logos are trademarks of Sirius XM Radio Inc. All other marks and logos are the property of their respective owners. All rights reserved.