

The Chicago & REO Speedwagon
SiriusXM Dealership E-Learning 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 have taken the SiriusXM Dealership E-Learning course.

HOW TO ENTER. Be an automotive dealership employee and complete both modules of the SiriusXM E-Learning at www.siriusxmlearning.com with a passing grade of at least 80% from May 16, 2018 to June 14, 2018 at 11:59 pm ET (the "**Entry Period**"), and you will be automatically entered to win. Automotive dealership employees who successfully completed the SiriusXM E-Learning program or took a refresher course at www.siriusxmlearning.com on or after July 1, 2017 (the "**Existing Specialist Entry Pool**") will also automatically be entered into this sweepstakes. If anyone who is automatically entered is chosen a winner and has no interest in the prize, you can choose to decline the prize. One entry per person. The "**Entrant**" is the individual dealership employee; all taxes on the Prize will be the sole responsibility of the winner.

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 contiguous United States and the District of Columbia who are at least 21 years of age at time of entry, 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 GRAND PRIZE WINNER (A) if you have won any prize valued at over \$500 from Sponsor within the last six (6) months, you will agree to forfeit winner status to the next eligible entrant in the drawing; (B) that no element of the prize, may be transferred, sold, or used other than personally by at least you; and (C) if for some reason, Sponsor learns that an element of the Grand Prize will not be, or was not, used personally by at least you, or is unused, any and all vouchers and tickets must be returned to Sponsor. 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 take the SiriusXM E-Learning program and therefore is not eligible to enter this sweepstakes. Employees of Sponsor, Live Nation Worldwide, Inc. ("**Live Nation**"), or their respective 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, 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 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. Grand Prize consists of: (a) round-trip coach air transportation for two (2) to Boston, MA (the "**Destination**"), from a major commercial airport in the continental United States, nearest to 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 one hundred fifty (150) miles of the Destination; (b) two (2) nights hotel stay in or near the Destination city (one double occupancy room and room tax only) for winner and guest, checking in on Saturday August 4, 2018 and checking out on Monday August 6, 2018; (c) two (2) tickets to see "Chicago and REO Speedwagon" at Xfinity Center on Sunday, August 5, 2018; and (d) an opportunity to meet the members of Chicago (subject to their individual availability) (the opportunities described in (c) and (d) are referred to herein as the "**Event(s)**"). Selection of concert seat locations is solely within Live Nation's discretion. (Approximate Retail Value ("ARV") of prize package: \$2,700; actual value may vary depending on, among other variables, the Destination, winner'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: \$2,700.)

All other expenses specifically not 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 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 the Event is subject to change and 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. If selected, if Grand Prize winner is unable to travel on dates required the selected Grand 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 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 Grand 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 Live Nation will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. **A Minor going on the trip as the guest of the winner must be accompanied by a parent or legal guardian at all times.**

WINNER SELECTION. Winner 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 on or about Monday June 18 from among all eligible entries.

ODDS. Odds of winning depend upon the number of eligible Entries made during the Entry Period. The Existing Specialist Entry Pool, which consists of salespersons who took the SiriusXM E-Learning course or a refresher course from July 1, 2017 to May 16, 2018, is approximately 6,000. This sweepstakes is being advertised to encourage SiriusXM E-Learning entries during the new Entry Period as follows: by email, field flyer, dealership web portal, and dealership newsletter. New advertising will promote the sweepstakes to approximately 20,000 dealerships. Your odds of winning are not possible to estimate beyond this, since Entrants are salespeople engaged by these dealerships.

WINNER AGREEMENTS. 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 Grand Prize constitutes winner's consent, and winner and his/her guest will be required to sign a release, to allow Sponsor and its 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, 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 5 days** of the date of notification or prize will be forfeited and an alternate winner selected. Grand Prize will be awarded within 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 noncompliance with these Official Rules, the prize will be forfeited, and an alternate winner will be selected at random from the remaining eligible entries. In the event the guest is under the age of majority (a "**Minor**"), as determined by the laws of the state in which s/he resides, the Affidavit must be signed by a parent or legal guardian on the Minor's behalf.

Winner 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 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. Sponsor will also require a release of liability signed by the winner and, prior to travel, a release of liability from the parent/legal guardian of winner's traveling companion. 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, or winner's travel companion may not travel, as applicable. In addition, winner agrees that **he/she must execute all other documents requested by Sponsor.**

DAY OF EVENT: **WINNER AND GUEST AGREE TO ABIDE BY ALL VENUE POLICIES.** SPONSOR, LIVE NATION, AND THEIR AGENTS, INCLUDING VENUE PERSONNEL, EACH RESERVE THE RIGHT, IN THEIR SOLE DISCRETION, TO REMOVE OR TO DENY ENTRY, OR REVOKE FULL OR PARTIAL PRIZE, TO ANY WINNER AND/OR GUEST WHO LIVE NATION MAY DEEM, IN ITS SOLE DISCRETION, IS INTOXICATED, IS A SAFETY RISK, WHO HAS VIOLATED ANY VENUE POLICY OR LAW, OR ENGAGES IN A DISRUPTIVE MANNER, MAY BRING LIVE NATION INTO DISREPUTE, OR WITH INTENT TO ANNOY, ABUSE, THREATEN OR HARASS ANY OTHER PERSON AT THE EVENT, INCLUDING EMPLOYEES AND OTHER REPRESENTATIVES OF SPONSOR, LIVE NATION, OR THE VENUE.

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 our 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 we believe 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 winners and to verify your eligibility to enter. Be sure to read the SiriusXM Privacy Policy at 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 E-learning program, 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 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 ("**Releasing Parties**"), to hereby release, and agree to defend, indemnify, and hold

harmless the Sponsor, Live Nation, those working on their respective behalfs, 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 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, 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 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 any prize, 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 or 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 employee, available after June 14, 2018 ("**Winners List Date**"), send a stamped, self-addressed envelope (except where prohibited) and a note identifying the name of this giveaway, but within 45 days after the Winners List Date to the Sponsor at the address set forth below, Attention: Automotive Marketing Department/Chicago & REO Speedwagon.

SPONSOR. The Sponsor of this promotion is Sirius XM Radio Inc., 1290 Avenue of the Americas, 11th Floor, New York, New York 10104. Live Nation Worldwide, Inc. is not a sponsor or administrator of this promotion. All inquiries regarding the promotion must be directed to Sponsor and not Live Nation.

©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.