

Sirius XM e-Learning Program Participation Agreement (Terms & Conditions)

The Sirius XM e-Learning program ("**Program**") is brought to you by Sirius XM Radio Inc. ("**Sirius XM**") and is jointly hosted, and solely administered by our third-party provider, Interactyx, Inc. (referred to herein as "**Interactyx**," together with Sirius XM referred to herein as "we," "us," or "our" unless otherwise specified).

This Program is provided subject to your compliance with the terms and conditions contained in this agreement ("**Participation Agreement**"). Please read this Participation Agreement carefully before accessing or participating in the Program. By accessing or participating in the Program, you agree to be bound by the terms and conditions set forth below, as if you had actually signed them.

If you do not agree to the terms and conditions set forth below, you may not use or participate in the Program.

If you agree to be bound by the terms and conditions set forth below, you acknowledge and agree that this Participation Agreement is a legally binding contract between you and Sirius XM.

We may modify the terms and conditions in this Participation Agreement at any time and as described below. You agree to review the Participation Agreement often to familiarize yourself with such modifications. By completing the registration process and being approved, you become an authorized user of the Program (a "**Participant**").

1. ELIGIBILITY

a. Participation Open To Eligible Employees. Participation in the Program is open to all sales and installation employees, at least 18 years of age at time of registration, working for automobile dealerships or retail outlets located in the 50 United States and Washington, D.C., which sell Sirius XM - equipped vehicles or aftermarket satellite and streaming receivers and accessories ("Eligible Employees"). (See further eligibility restrictions in b., below.) Registration is required prior to beginning to use the features of the Program. To become a registered Participant, access www.siriusxmlearning.com or www.learnsiriusxm.com and follow directions for Participant registration. Registration is free. Registrants must provide all requested contact information (name, verifiable e-mail address, mailing address, etc.). VOID IN PUERTO RICO, ALL U.S. TERRITORIES AND POSSESSIONS, AND WHERE PROHIBITED BY LAW. The Program is intended for use solely by Eligible Employees in order to educate such employees on aspects of the Sirius XM satellite radio and streaming service. The Program is not open to the general public.

b. Employees, officers and directors of Sirius XM, its staff, consultants, agents, partners, advertising and promotion agencies, affiliates, and subsidiaries are NOT eligible to participate.

2. PARTICIPATION

The following Terms and Conditions are subject to change.

a. To Register for The Program. By registering for the Program and being a Participant, you agree that you have read and understand these Terms and Conditions and are bound by all of them, including amendments hereto from time to time which will be posted on the website, and

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you consent to our collection and use of your personal information in accordance with the Privacy Policy, below and incorporated by reference.

b. To Withdraw From The Program. Participants may elect to withdraw from the program at any time by sending an email to elarning@siriusxm.com.

c. To Unsubscribe From Emails. All Program e-mails will provide you with the opportunity to "opt-out" of receiving e-mail communication from the Program; this can be done by sending an email to elarning@siriusxm.com.

d. Ineligibility to Win Prizes. Participants who decide to "opt-out" of the Program are no longer eligible to win drawings.

e. Limitation on Prize Winnings. No Participant may win back-to-back drawings. If a Participant is randomly drawn as a winner of consecutive drawings, the second drawing will be voided and a new winner will be selected at random.

f. Limitation on Related Winners. No two Participants within the same household can win in back-to-back drawings. If a Participant is randomly drawn as a winner of a drawing immediately following a drawing won by a member of his or her household, this drawing will be voided and a new winner will be selected at random.

REGISTRATION, PARTICIPATION, AND ALL RELATED BENEFITS OF THE PROGRAM ARE OFFERED AT OUR DISCRETION.

BY REGISTERING OR PARTICIPATING IN THE PROGRAM, YOU AGREE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND CONDITIONS AND ARE BOUND BY ALL OF THEM, INCLUDING AMENDMENTS HERETO FROM TIME TO TIME WHICH WILL BE POSTED ON THE WEBSITE, AND YOU CONSENT TO OUR COLLECTION AND USE OF YOUR PERSONAL INFORMATION IN ACCORDANCE WITH THE PRIVACY POLICY BELOW.

3. PRIVACY POLICY.

a. Your privacy is important to us, here at Sirius XM. As such, we will take reasonable steps to safeguard your personal information. As part of the operation of this site, certain information is gathered about those who visit and register to participate. Below are explanations regarding the type of information collected, what we do with it, and how you can correct or change the information gathered. Your personal and anonymized information is also subject to the Privacy Policy of Sirius XM Radio Inc. which you can read at www.siriusxm.com/privacy. Please be sure to read that Privacy Policy, too.

We may, from time to time, amend this Sirius XM Privacy Policy, in whole or in part, at our sole discretion. The Privacy Policy can be viewed below and at www.siriusxmlearning.com, which will reflect any such amendments. By continuing to participate, following such change, you will be deemed to have agreed to such change(s). If you do not agree with the terms of this Privacy Policy, including its amendments from time to time, you must cease participating in the Program.

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b. BY REGISTERING TO PARTICIPATE IN SIRIUS XM E-LEARNING, YOU AGREE TO THE TERMS OF THIS PRIVACY POLICY. IF YOU DO NOT AGREE WITH THE PRACTICES DESCRIBED IN THIS PRIVACY POLICY, YOU MUST NOT REGISTER, OR IF YOU HAVE ALREADY REGISTERED, YOU MUST WITHDRAW FROM THE PROGRAM BY SENDING AN EMAIL WITH THE SUBJECT HEADING "WITHDRAW FROM SXM E-LEARNING" TO THE FOLLOWING ADDRESS: elearning@siriusxm.com.

c. Required Information. Valid Participant contact information is required to register as a "Participant" in the Sirius XM e-Learning program (such as name, e-mail and mailing address).

d. Automatic Data Collection. This site may use cookies, which are small data files containing information about the user that are stored on the user's browser. Some cookies are used to make your login to the site easier and to generally enhance your experience while visiting the site. If you reject cookies, you may not be able to use this site. We (Sirius XM) may also collect click-stream data and assign unique identifiers to our users. Information obtained with these technologies may be associated with personal information for registered users and Participants. We may also use cookies in connection with targeting advertisements or promotions to specific users.

e. Aggregate Non-Identifying Information. We (Sirius XM) may track and analyze anonymous and aggregate usage and statistical information from Participants who visit this site. We monitor incoming and outgoing traffic data in part to help diagnose and/or prevent problems with this site. We may also use this data in part to assemble broad demographic information about users in general. As a result of your visit to this site, ad server companies may also collect information such as your domain type, IP address and related click-stream information.

f. We will NOT disclose any of your personally identifiable information without your permission except as noted under "Limits of Confidentiality." Personally identifiable information means your name, residence address, e-mail address, telephone number, or other information from which your identity may be reasonably ascertained. It is solely at your discretion if you choose to provide, or have us provide, personally identifiable information to an affiliate of Sirius XM such as by requesting additional information from one of these parties. Each and every offer you receive from us will provide you with the option of "opting-out," or removing yourself from various databases. Once you elect to "opt-out," you will no longer receive any offers from us (Sirius XM). We will NOT sell, rent, or otherwise distribute the personal information of a former Participant.

g. Limits Of Confidentiality. As part of our day-to-day business activities, we (Sirius XM) may disclose certain information about Program Participants to other parties, principally other parties who provide services to us. The circumstances under which we may properly disclose information to these parties is outlined below.

1. Online Providers. We (Sirius XM) may utilize the services of one or more outside parties to facilitate the transmission of e-mails, advertisements, and/or other information. Such parties, service providers, and/or their agents may have access to your personal information; however, these parties may NOT use your information for their own purposes or any purpose other than to facilitate your participation in this Program.

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2. Selected Entrants. We will provide necessary Participant information to third-party providers in order to facilitate the shipment of any prize awarded or redeemed in connection with winning a prize as a Participant in this Program.

3. Third-Party Data and Data in the Aggregate. We (Sirius XM) may match user information with third party data. In addition, we may disclose aggregate user demographics (e.g., "45 percent of our users are female") in order to describe fully our services to prospective clients and Advertisers and for other lawful purposes related to enhancing our business.

4. Legally Required Disclosures. Due to the existing legal, regulatory and security environment, we (Sirius XM) may be required, under certain circumstances, to disclose aggregate level and/or personally identifiable information about our Participants. We will use commercially reasonable efforts to limit such disclosures to the following: where we believe in good faith that we are required to do so in response to a subpoena, warrant or other legal process; where reasonably required to do so in order to maintain, update or otherwise implement data security measures, equipment, technical operations and the like; or where reasonably necessary to identify, contact or bring legal action against persons or entities to preserve and/or enforce our rights. Further, we can, and you can authorize us to, disclose your identification, name, street address, city, state, zip code, country, phone number, e-mail, and company to third-party agents as we, in our sole discretion, believe necessary or appropriate in connection with an investigation of fraud, intellectual property infringement, piracy or other unlawful activity or activity that may expose us to legal liability.

h. You may modify, correct, change, or update your personal records or cause your personal records to be removed from our database at Sirius XM. You may change or modify information previously provided to us (Sirius XM) by contacting us via postal mail at the address below, or via e-mail at: elarning@siriusxm.com.

i. Content submitted by users will be considered non-confidential and Sirius XM e-Learning is under no obligation to treat such content as proprietary information. Without limiting the foregoing, Sirius XM e-Learning reserves the right to use the content as it deems appropriate, including, without limitation, deleting, editing, modifying, rejecting, or refusing to post it. Sirius XM e-Learning is under no obligation to offer you any payment for content that you submit or the opportunity to edit, delete or otherwise modify content once it has been submitted to Sirius XM e-Learning. Sirius XM e-Learning shall have no duty to attribute authorship of content to you, and shall not be obligated to enforce any form of attribution by third parties.

If you have any questions about our privacy practices or the Program, please feel free to contact us at:

elarning@siriusxm.com

Sirius XM Radio Inc.

Attn: Automotive and Retail Marketing

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