

SiriusXM e-Learning Program Participation Agreement

(Terms & Conditions)

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

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 48 contiguous United States, D.C., and Puerto Rico, which sell SiriusXM - 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 siriusxmelearning.com for automotive dealership employees or siriusxm.com/sxmuniversity for retailer/aftermarket employees 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 ALASKA, HAWAII AND ALL OTHER U.S. TERRITORIES AND POSSESSIONS, OR WHERE PROHIBITED BY LAW. The Program is intended for use solely by Eligible Employees in order to educate such employees on aspects of the SiriusXM satellite radio and streaming service. The Program is not open to the general public.
- b. Employees, officers and directors of SiriusXM, 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 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 prizes in our drawings.
- e. Limitation on Prize Winnings. No Participant may win prizes in back-to-back drawings. If a Participant is randomly drawn as a winner in consecutive drawings, the second 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. 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 the site, register to participate, and use the e-Learning site. Your personal information is subject to the Privacy Policy of Sirius XM Radio Inc. which you can read at siriusxm.com/privacy.
- b. BY REGISTERING TO PARTICIPATE IN SIRIUSXM 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: elarning@siriusxm.com.

- c. Content submitted by users will be considered non-confidential and SiriusXM e-Learning is under no obligation to treat such content as proprietary information. Without limiting the foregoing, SiriusXM 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. SiriusXM 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 SiriusXM e-Learning. SiriusXM 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

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