

XM SATELLITE RADIO
20on20's NEW KIDS ON THE BLOCK SWEEPSTAKES
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

OFFERED ONLY TO LEGAL RESIDENTS OF THE CONTINENTAL U.S. VOID WHERE PROHIBITED.

1. **ELIGIBILITY:** Open to legal continental U.S. residents who are 12 years of age or older at time of entry. Employees, officers and directors of XM Satellite Radio Inc., (the "Sponsor"), its parent, affiliates, subsidiaries, retailers, distributors, advertising, public relations and promotion agencies, and anyone connected with the production and distribution of this sweepstakes (hereafter, collectively "Released Parties"), and their immediate families (mother, father, sister, brother, any child, husband, wife regardless of where they reside), and those living in the same household of such employees, whether or not related, are not eligible to enter or win. Employees of Sirius Satellite Radio are also not eligible. All applicable federal, state, and local rules apply. Void where prohibited or restricted by law.

2. **TO ENTER:** 20on20's New Kids on the Block Sweepstakes ("Sweepstakes") begins at 12:00 AM Eastern Time ("ET") on July 9, 2008 and ends at 11:59:59 PM ET on July 20, 2008 ("Sweepstakes Period"). There are 2 ways to enter: 1) send an email to twentyontwenty@xmradio.com during the Sweepstakes Period with the subject line "NKOTB", and include your name, date of birth, mailing address, and telephone number. **ONE EMAIL ENTRY PER PERSON;** or 2) hand print your name, date of birth, complete address, telephone number, and email address, on a 3"x5" piece of paper and mail it to: "20on20's New Kids on the Block Sweepstakes", XM Satellite Radio Inc., c/o 20on20, 1500 Eckington Place NE, Washington, DC 20002. Mail-in entries must be received by July 20, 2008. There is no limit to the number of times you may enter by mail, but each entry must be sent in a separate #10 envelope with the entrant's first and last name, street address, city, state and zip code legibly handwritten in the upper left hand corner of the outer envelope. Entries that utilize address labels or stickers, that are photocopied, hand-stamped, computer-generated or otherwise mechanically produced or reproduced, that are not mailed in separate outer mailing envelopes, or that otherwise fail to comply with these Official Rules will be disqualified. Entries may be used on air on XM Satellite Radio and online and any and all other media at Sponsor's sole discretion. By submitting an entry, you warrant and represent that your entry is your own original work, has not been previously published, that you own or otherwise control all of the rights to your entry materials and that your entry does not violate any law, regulation or any right of any third-party. Sponsor reserves the right in its sole discretion to disqualify any entry at any time in the event it is determined that the entrant has not complied with these Official Rules. Released Parties are not responsible for failures or malfunctions of phones, phone lines or telephone systems; lost entries, subscription transmissions; interrupted or unavailable network, server or other connections; miscommunications, failed computer hardware or software or other technical failures; garbled, misrouted or scrambled transmissions; incomplete entries or communications; or other errors or problems of any kind whether mechanical, human, electronic or otherwise relating to or in connection with the sweepstakes, including, without limitation, errors which may occur in connection with the administration of the sweepstakes or the processing of entries or cancellation or postponement of awards show; for lost, late, incomplete, inaccurate, delayed, undelivered, misdirected or illegible entries, or for printing or typographical errors appearing

in these Official Rules, the announcement of the prizes or other sweepstakes-related materials. Sweepstakes entries generated by script, macro or other mechanical or automated means are prohibited and will be disqualified. All entries become the property of the Sponsor and will not be acknowledged or returned.

3. **PRIZES/ODDS OF WINNING:** On or about July 21, 2008, Sponsor will conduct a random drawing from among all eligible entries to award one (1) Grand Prize. The Grand Prize consists of: The prize will consist of coach class, round trip air travel for two (2) people from a major commercial airport near winner's residence (as determined by Sponsor) to Los Angeles, one (1) double occupancy standard hotel room for 3 days/2 nights (room only; tax and incidentals shall be the responsibility of the prize winner), two (2) tickets to a private New Kids on the Block performance on July 26, 2008, a preview of the latest New Kids on the Block CD, a question and answer session with New Kids on the Block, and transportation to and from the hotel and the performance. Expenses not specified are winner's responsibility. If the Grand Prize Sweepstakes winner resides within a 100-mile radius of Los Angeles, ground transportation may be provided in lieu of air transportation at Sponsor's sole discretion and no compensation or substitution will be provided for difference in prize value. Trip must be taken by July 25-27, 2008 or prize will be forfeited. If the winner is 18 or older, but not of the age of majority in state of residence, prize will either be awarded in the name of parent or legal guardian, or parent or legal guardian must ratify and sign any and all documents required of winner. Should the winner be under the age of eighteen (18), a Declaration of Permission and Acceptance signed and notarized by the winner's legal guardian will be required prior to the physical awarding of any prize. Failure to complete and return this required document will invalidate the winning of the prize, and a new winner from among previously drawn alternate winners will be named. Grand Prize winner's guest, or if a minor a parent/legal guardian, must complete and return a notarized liability/publicity release prior to issuance of travel documents. A parent or legal guardian must accompany all guests under the age of 18. Winner and guest must travel on the same itinerary and will be responsible for all necessary travel authorizations, for any travel insurance and for all trip expenses not specified.
4. **GENERAL:** No transfer, assignment, cash redemption, or substitution of prize (or portion of prize) except by Sponsor in its sole discretion and then for a prize (or applicable portion of prize) of comparable or greater value. Potential Grand Prize winner must execute and return an Affidavit of Eligibility/Release of Liability and (where legal) Publicity Release within the time period specified on the issuance of notification. Should the winner be under the age of eighteen (18), this Affidavit of Eligibility/Release of Liability will also need to be signed by the winner's legal guardian. Non-compliance with any of the foregoing, with these Official Rules or return of prize notification/documentation as non-deliverable may result in disqualification and an alternate winner being selected at Sponsor's sole discretion, time permitting. Taxes on prize and all expenses related to acceptance and use of prize and not specified are the sole responsibility of winner. By participating, entrants agree: 1) to be bound by these Official Rules and that the decisions of the Sponsor and the judges will be binding and final in all respects; 2) that Sponsor and its designees shall have the right and permission to use (unless prohibited by law) winner's name, voice, city and state of residence, photograph and/or likeness for advertising and/or trade and/or any other purpose in any and all media now or hereafter known throughout the world in perpetuity without further compensation, permission or notification; and, 3) that Released Parties are not liable and shall be held harmless by entrant for any claim, action, liability, loss, injury and/or damage to entrant and/or any other person and/or entity, including, without limitation, personal injury and/or death to entrant and/or any other person, and/or damage to personal and/or real property, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use and/or misuse of

a prize (including any travel or activity related thereto) or participation in this sweepstakes. Any portion of a prize not accepted by the winner will be forfeited. If this sweepstakes is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of this sweepstakes, Sponsor reserves the right, in its sole discretion, to void suspect entries and/or modify, terminate or suspend this sweepstakes and, in the event of termination or suspension of the sweepstakes, at its discretion select winners from all eligible, non-suspect entries received prior to event requiring such termination or suspension.

5. USE OF INFORMATION: The collection and use of entrant information will be governed by Sponsor's online privacy policy, available for viewing at <http://www.xmradio.com/about/privacy-policy.xmc>.
6. WINNER LIST: For the name of the winners, mail a self-addressed, stamped envelope to be received by August 20, 2008 to: 20on20's New Kids on the Block Sweepstakes Winners, XM Satellite Radio Inc., 1500 Eckington Place NE, Washington, DC 20002-2194.

SPONSOR: XM Satellite Radio Inc., 1500 Eckington Place NE, Washington, DC 20002-2194

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