

**XM SATELLITE RADIO
XMU'S VIRGIN MOBILE FESTIVAL CONTEST
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 48 CONTIGUOUS UNITED STATES
AND THE DISTRICT OF COLUMBIA ("U.S."). VOID WHERE PROHIBITED.

1. NO PURCHASE, CONTRIBUTION OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. XMU's "Virgin Mobile Festival" Contest ("Contest") begins at 12:00:01 AM Eastern Time on July 14, 2008 and ends at 11:59:59 PM Eastern Time on July 25, 2008 ("Promotion Period").
2. ELIGIBILITY: The Contest is open to legal residents of one of the 48 contiguous United States or the District of Columbia (excluding Guam, Puerto Rico, and all other U.S. and foreign territories and possessions) (the "Eligibility Area") who are 18 years of age or older at the time of entry and have the ability to enter into valid contracts in their personal jurisdiction of residence. Only individuals may enter. The Contest is VOID outside of the Eligibility Area and where otherwise taxed, prohibited or restricted. Employees and directors of XM Satellite Radio Inc. ("XM Radio") and its respective affiliates, subsidiaries, franchisees, dealers, advertising and promotional agencies, and its respective officers, directors, employees, and agents, their immediate families (defined as spouse, child, sibling, parent or grandparent), and those living in their same households are ineligible to win or collect prizes in the Contest. Employees of Sirius Satellite Radio are also ineligible. By participating, entrants agree to these Official Rules and to the decisions of XM Radio and the judges, which are final and binding in all respects. Entrants agree to waive any right to claim ambiguity in the Contest and/or these Official Rules.
3. HOW TO ENTER: Beginning July 14, 2008 through July 25, 2008, send an email to virgin@xmradio.com and include your name, mailing address, email address, phone number, and a 200 word or less story about your favorite band and why you want to go to the Virgin Mobile Festival VIP-style ("entry" or "entries"). **One entry per person during the Promotion Period.**

Lost, late, illegible, incomplete or misdirected entries are not eligible. XM Radio is not responsible for any problems or technical malfunction of any telephone network or lines, computer systems, servers, access providers, equipment, or software, failure of any e-mail or entry to be received for any reason, traffic congestion on the Internet or at any website, or any other technical problems related to website entries or any combination of the foregoing, including any injury or damage to an entrant's or any other person's computer.

4. ODDS OF WINNING: Odds of winning are determined by and depend on the total number of eligible entries received. A total of one (1) Grand Prize will be awarded.
5. DRAWING/TIE-BREAKER PROCESS: Entries will be judged by a panel of judges from XM Satellite Radio based on the following criteria: originality, creativity and relevance, with equal weight given to each criterion. The winner will be determined by the highest

scoring entry. In the case of a tie, the winner will be determined by the highest originality score.

6. **PRIZES:** Winner will be notified on or about July 26, 2008. One (1) Grand Prize will be awarded consisting of: two (2) VIP tickets to Virgin Mobile Festival in Baltimore, Maryland (August 9-10, 2008) and \$500 for the winner only. Approximate Retail Value (“ARV”) is \$950 each.

Winners will be responsible for any and all federal, state, and local taxes incurred in winning and accepting any prizes and all other expenses incurred in winning and accepting a prize. Winners may receive an IRS 1099 form reporting the value of their prize. By accepting a prize, winners waive the right to assert as a cost of winning said prize, any and all costs of redemption or travel to redeem said prize, and any and all liability that might arise from redeeming or seeking said prize.

7. **PRIZE AWARDING: ALL PRIZES WILL BE AWARDED.** No transfer or assignment of any prize is permitted. No substitution of any prize will be permitted, except that XM Radio reserves the right, at its sole discretion, to substitute any prize with either the cash value of the applicable prize that would otherwise have been awarded, or a prize or prizes of equal or greater value, in the event that such prize is unavailable.

Acceptance of a prize constitutes permission for XM Radio, and its respective designees to use of winner’s name, likeness, statements, voice, opinions, biographical information and state of residence for promotional purposes in any media without notice, further payment, consideration, credit, or right of approval or review and any such use with respect to minors will be subject to prior written approval from the parent or legal guardian. Winners will be required to sign an affidavit of eligibility and liability/publicity release within five (5) days of notification/receipt. Because of the unique nature and scope of the Contest, XM Radio reserves the right, in addition to the other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Contest.

8. **LIMITATION OF LIABILITY:** By participating in the Contest, entrants agree (a) to follow these Official Rules, and the decisions of XM Radio and the judges, which shall be binding and final in all respects; (b) to release XM Radio from all liability, loss or damage arising out of participation in the Contest and with respect to the awarding, receipt, possession, use and/or misuse of any prize; (c) to be contacted by XM Radio by mail, telephone and/or email; and (d) acknowledge that XM Radio does not make any warranty, representation, or guarantee, expressed or implied, in fact or in law, relative to any prize, and disclaim all liability for the provision, quality or nature of any third-party products or services provided to winners. By participating, the winners release XM Radio, its respective officers, directors, employees, affiliates, subsidiaries, advertising, promotion, fulfillment, marketing agencies, public relation firms, consultants or contractors from any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses to persons (including death) and property that may be sustained in connection with the receipt, ownership, possession, acceptance, enjoyment, use or misuse of a prize, or arising out of participation in this Contest, or while preparing for, participating in, and/or traveling to any prize-related activity. **IN NO EVENT WILL XM RADIO AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, ADVERTISING, PROMOTION, FULFILLMENT, MARKETING AGENCIES, PUBLIC RELATION FIRMS, CONSULTANTS OR CONTRACTORS BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING WITHOUT**

LIMITATION INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING OUT OF ANY PARTICIPATION IN THE CONTEST OR ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THIS CONTEST, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH AND/OR PROPERTY DAMAGE, AS WELL AS ANY CLAIMS BASED ON PUBLICITY RIGHTS OR INVASION OF PRIVACY.

9. COMMUNICATIONS: Any information entrants provide to XM Radio will be used to communicate with the entrant in relation to this Contest. XM Radio also may share this information with third parties who are participating in this Contest. XM Radio will collect and use personal data in accordance with its privacy policy available for review at <http://www.xmradio.com/about/privacy-policy.xmc>.

10. GENERAL INFORMATION: XM Radio reserves the right to modify these Official Rules for the following purposes: clarifying how the contest should be executed, how the contest will be scored, how winners are determined, and what prizes will be awarded. Any changes to these Official Rules will be made with the intention of not materially affecting the terms and conditions of the Contest. All applicable federal, state and local laws and regulations apply. These Official Rules shall be governed, construed, and enforced in accordance with the laws of the District of Columbia. Any and all disputes in connection with the Contest will be resolved exclusively in the appropriate courts in the District of Columbia. Should there be a conflict between the laws of the District of Columbia and any other laws, the conflict will be resolved in favor of the laws of the District of Columbia. Each entrant waives any and all objections to jurisdiction and venue and hereby submits to the jurisdiction of the District of Columbia courts. Any and all lawsuits or other disputes that arise relating to this Contest must be filed within one (1) year from the date that the Grand Prize winner is finally determined. The failure of XM Radio to exercise or enforce any right or provision of these Official Rules shall not constitute a waiver of such right or provision. If any part of these Official Rules is held by a court of competent jurisdiction to be invalid or unenforceable, that part will be enforced to the maximum extent permitted by law, and the remainder of these Official Rules will remain fully in force.

Winners List: For the winner's name (available after August 28, 2008), send a stamped, self-addressed envelope to: XM Satellite Radio Inc., XMU's "Virgin Mobile Festival" Contest, c/o XMU, 1500 Eckington Place NE, Washington, DC 20002.

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

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REQUIRED ON-AIR BROADCAST DISCLOSURE

Must be legal continental US resident, 18 or older. Contest runs 7/14/08 – 7/25/08. Subject to Official Rules at www.xmradio.com/virgin. See Official Rules for prize descriptions and complete details. Void where prohibited.