

“The Hertz SiriusXM Sweepstakes”

OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. **DATES OF SWEEPSTAKES:** The “Hertz SiriusXM Sweepstakes” (the “Sweepstakes”) begins at 12:01 AM PT on October 1, 2016 and ends at 11:59 PM PT on November 28, 2016 (the “Sweepstakes Period”).
2. **ELIGIBILITY:** The Sweepstakes is open only to permanent legal residents of the fifty (50) United States who are twenty-one (21) years of age or older at time of entry (the “**Entrant**”). Officers, directors, managers and employees of The Hertz Corporation (the “**Sponsor**”) and each of its respective parents subsidiaries, affiliates and related companies, dealers, advertising and promotion agencies, including companies providing marketing and market research services to Sponsor or its client(s), consultants and agents, as well as the immediate family (spouse, parents, siblings and children) and household members of each such person, and any others engaged in the development, production, execution or distribution of this Sweepstakes, including the National Sweepstakes Company, LLC (the “**Independent Administrator**”) herein (collectively, the “Sweepstakes Entities”), are not eligible to participate. Sweepstakes is void in Puerto Rico, territories and possessions located outside the fifty (50) United States and wherever else restricted or prohibited by law.
3. **HOW TO ENTER:** There are three (3) ways to receive an entry into the Sweepstakes:
 - i. **Hertz Gold Plus Rewards Member:** Entrants who are Hertz Gold Plus Rewards Members as of the start of the Sweepstakes Period or become a Hertz Gold Plus Rewards Member during the Sweepstakes Period will receive one (1) entry into the Sweepstakes when selecting the SiriusXM option in his/her profile and such SiriusXM option remains on his/her profile at the end of the Sweepstakes Period. If an Entrant is a Hertz Gold Plus Rewards Member as of the start of the Sweepstakes Period and the SiriusXM option was already selected, he/she will automatically receive one (1) entry into the Sweepstakes at the end of the Sweepstakes Period so long as such SiriusXM option is selected at the end of the Sweepstakes Period. Entrant must have the SiriusXM option selected in his/her profile before the end of the Sweepstakes Period to receive one (1) entry into the Sweepstakes.
 - ii. **Rental:** Entrants who rent a vehicle from Hertz Rental Car and select the option to have SiriusXM as part of his/her rental agreement will receive one (1) entry into the Sweepstakes. Entrant must have rented a vehicle and selected the SiriusXM option as part of the rental agreement prior to the end of the Sweepstakes Period to receive one (1) entry into the Sweepstakes.
 - iii. **Write-in:** To receive one (1) entry without being a Hertz Gold Plus Rewards Member, without being a Hertz Gold Plus Rewards Member who selects the SiriusXM option in his/her profile, or without renting a vehicle from Hertz Rental Car while selecting SiriusXM option as part of the rental agreement, on a plain 3” x 5” card, legibly print or type your name, complete address, city, state, zip code, age, cell/home phone number (including area code), and email address (if any). Then, mail your 3” x 5” card in a postage-affixed sealed envelope to: “Hertz SiriusXM” Sweepstakes, PO Box 10798, Rochester, NY 14610. Mail-in entries must be postmarked by November 28, 2016 and be received by December 6, 2016. No mechanically or programmatically reproduced entries are permitted. One (1) entry per card with a maximum of one entry per person. Neither the Sponsor nor the Independent Administrator will verify receipt of entries for Entrants. All entries submitted become the sole property of Sponsor and will not be returned.

Limit of one (1) entry per person for the entire Sweepstakes. Any attempt by an Entrant to obtain more than the stated number of entries by using multiple/different accounts, email addresses, and /or any other methods will void that Entrant’s entries and that Entrant may be disqualified from the Sweepstakes. In the event of a dispute regarding the identity of an Entrant attempting to enter by (i) becoming a Hertz Gold Plus Rewards Member during the Sweepstakes Period and adding SiriusXM to his or her profile, or (ii) attempting to rent a Hertz Rental Car and selecting the option to have SiriusXM as part of the rental agreement, then that entry will be deemed submitted by the Hertz Gold Plus Rewards Member or name on the Hertz Car Rental Agreement, respectively. Sponsor may ask any Entrant or potential Grand Prize Winner to provide Sponsor with proof that such party is the Hertz Gold Plus Rewards Member or individual who executed the Hertz Car Rental agreement, to Sponsor’s satisfaction. A “Write-in” entry submitted by anyone other than the Entrant whose name is written on the 3” x 5” card is void. Neither the Sponsor nor Independent Administrator will verify receipt of entries for Entrants. All entries submitted become the sole property of Sponsor and will not be returned.

Neither Sponsor nor any Sweepstakes Entity is responsible for any entry that is lost, late, misdirected, illegible, damaged or undeliverable, whether due to system errors, omissions, interruption, deletions, defects, delay in operations or transmissions, theft or destruction or failures, faulty transmissions or other telecommunications malfunctions, entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures, faulty transmissions, technical malfunctions, or otherwise.

4. **WINNING:** On or about December 7, 2016, a grand prize winner (the "Grand Prize Winner") will be selected in a random drawing conducted under the supervision of the Independent Administrator, an independent judging organization, whose decisions are based on their sole discretion and interpretation of these Official Rules, and are final and binding in all respects.
5. **ODDS:** Odds of winning depend upon the total number of eligible entries received during the Sweepstakes Period.
6. **PRIZE:** One (1) grand prize of a trip for Grand Prize Winner and one (1) guest to one of three (3) destination cities, at Grand Prize Winner's option, either Los Angeles, CA, San Francisco, CA, or Seattle, WA (the "**Destination**") and a prize package (collectively "**Grand Prize**") consisting of: (a) round trip coach class airfare for Grand Prize Winner and one (1) guest between the major commercial airport closest to Grand Prize Winner's residence (as determined by Sponsor in its sole discretion) and the selected Destination city; (b) two (2) night standard hotel accommodations at a hotel selected by Sponsor (standard room, double occupancy) in the Destination city, checking in on the day prior to the prize concert and checking out on the day after the prize concert; (c) a stipend for ground transportation purposes to be provided to the Grand Prize Winner in the amount of three-hundred fifty (\$350.00) dollars; (d) two (2) tickets to a Brian Setzer Orchestra Show in the Destination city; (e) a guitar; (f) a Limited Edition "Rockin' Rudolf" Deluxe Box Set; (g) a one hundred (\$100.00) dollar coupon for concert merchandise valid at the designated booth for that concert; and (h) a Behind-the-Scenes Backstage Tour with Commemorative VIP Pass to the Brian Setzer Orchestra Show for which the tickets are provided. (Total Approximate Retail Value ("ARV") of this Grand Prize is \$7,349.)

Grand Prize trip must be taken by the date coinciding with the Brian Setzer Orchestra Show in the Grand Prize Winner's selected Destination city, and as mutually agreed by Sponsor in its sole and absolute discretion, according to Sponsor's directions, or the Grand Prize will be forfeited and awarded to an alternate Grand Prize Winner, time permitting. Grand Prize is subject to certain restrictions and exact travel times and arrangements are subject to availability.

Winner's guest must be at least twenty-one (21) years of age prior to travel.

All Grand Prize-related travel arrangements will be administered by the Independent Administrator and Sponsor. Grand Prize travel is subject to capacity controls, availability, weather, seasonal influences, and certain other restrictions, all of which are subject to change. The Sweepstakes Entities and Sirius XM Radio Inc. are not responsible for any cancellations, delays, diversions or substitutions, or any act or omission whatsoever with respect to the Grand Prize. The Sweepstakes Entities and Sirius XM Radio Inc. are not responsible for any mechanical difficulties or failure connected with the Grand Prize, or any act or omission whatsoever.

Grand Winner and his/her guest will be required to travel on identical itineraries including the same departure date and return date. Air transportation and hotel accommodations must be taken together and cannot be taken separately. Guest must stay in the same hotel room as Grand Prize Winner. No changes will be made to travel details once any element(s) of the travel arrangements have been booked, except at Sponsor's sole discretion. All airline tickets issued in conjunction with the Grand Prize are not eligible for upgrades, frequent flyer miles or any other Sweepstakes benefit. Sponsor will not replace any lost or stolen tickets (including any event tickets or admission passes), travel vouchers or certificates or similar items once they are in the Grand Prize Winner's possession or in the possession of the guest. Travel must be roundtrip. Sponsor or Independent Administrator will determine flight itinerary in its sole discretion. Once hotel and flight arrangements have been confirmed, no changes will be allowed except by Sponsor in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any travel arrangements. Travel is subject to the terms and conditions set forth in these Official Rules and those set forth by Sponsor's travel prize supplier. If the Grand Prize Winner elects to travel or partake in the Grand Prize with no guest, no additional compensation will be awarded to the Grand Prize Winner.

All costs and expenses not specifically included herein are solely the Grand Prize Winner's responsibility, as are all federal, state and local taxes. The Grand Prize Winner and guest are solely responsible for obtaining any desired or necessary travel documents (including government-issued photo identification). The Grand Prize Winner and guest hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance for any part of the Grand Prize. It is the responsibility of the Grand Prize Winner and his/her guest to arrive at the designated gateway airport(s) in time for each flight that is part of the Grand Prize.

Grand Prize Winner and his/her guest are responsible for all in-room charges (e.g., mini-bar, movies), telephone calls, meals, beverages, gratuities, upgrades, personal incidentals, amenities, taxes, travel insurance, bag check fees, parking fees, souvenirs and any other fees and expenses not specifically mentioned in these Official Rules. Grand Prize Winner will be required to provide a major credit card upon hotel check-in and all in-room charges will be charged to the credit card. Any damage to the room attributed to the Grand Prize Winner and/or his/her guest will be the responsibility of the Grand Prize Winner.

Sponsor bears no responsibility if any event, element or detail of the Grand Prize is canceled, postponed or becomes unavailable for any reason. Should any event, element or detail of the Grand Prize become unavailable, the Sponsor shall have no obligation to the Grand Prize Winner aside from providing the travel portion of the Grand Prize, minus any unavailable event, element or detail. Grand Prize Winner and his/her guest shall be subject to all terms and conditions printed on any ticket issues in conjunction with the Grand Prize. In the event the Grand Prize Winner and/or guest is denied entry into any ticketed event or is removed or barred from any ticketed event location for any other reason, the Sponsor is not responsible and no further compensation or award will be provided.

7. **PRIZE RESTRICTIONS:** The value of the Grand Prize is taxable as income to the Grand Prize Winner. No transfer or substitution of Grand Prize is allowed except at the sole discretion of the Sponsor. Grand Prize Winner is required to comply with any and all applicable federal, state and local laws, rules and regulations. Sponsor reserves the right to substitute a prize of equal or greater value if the Grand Prize becomes unavailable due to reasons beyond the control of the Sponsor. Sponsor will not replace any lost or stolen Grand Prize. No more than the stated number of prizes (one (1) Grand Prize) set forth in these Official Rules will be awarded.
8. **NOTIFICATION/PRIZE CLAIM:** Except where prohibited, potential Grand Prize Winner will be notified on or about December 7, 2016 via any of the contact source provided with their entry (the "**Notification**"). POTENTIAL GRAND PRIZE WINNER WILL BE REQUIRED TO COMPLETE AND RETURN AN AFFIDAVIT OF ELIGIBILITY, LIABILITY/PUBLICITY RELEASE, TRAVEL COMPANION WAIVER AND W-9 FORM (COLLECTIVELY THE "**PAPERWORK**") WITHIN THE DATE AND TIME INDICATED IN THE NOTIFICATION. POTENTIAL GRAND PRIZE WINNER MUST HAVE HIS/HER INTENDED GUEST SIGN A LIABILITY/PUBLICITY RELEASE BY DATE OF TRAVEL. Potential Grand Prize Winner must return the Paperwork within the date and time indicated in the Notification. If the potential Grand Prize Winner fails to return the Paperwork within the date and time in the Notification, or is found to be ineligible, or if he/she does not comply with the Official Rules, such potential Grand Prize Winner and his/her entry will be disqualified and another potential Grand Prize Winner will be selected from the remaining eligible entries received. If the Notification is returned as undeliverable, this will result in disqualification and an alternate Grand Prize Winner will be selected. The value associated with the Grand Prize will be taxable as income and the Grand Prize Winner is solely responsible for any taxes, including, but not limited to all applicable federal, state and local taxes that become due with respect to the value of the respective Grand Prize. The Independent Administrator will report the value of the Grand Prize to the Internal Revenue Service in the year the Grand Prize is received by the Grand Prize Winner, and the value will be reported to the Grand Prize Winner and the Internal Revenue Service in the form of a Form 1099. In the event it is deemed during the verification process that the potential Grand Prize Winner does not have a unique, personal, and valid social security number for Sponsor (or any party acting on its behalf) to report the tax liability associated with acceptance of his/her Grand Prize, the potential Grand Prize Winner will be disqualified and another potential Grand Prize Winner will be selected from among the remaining non-winning eligible entries received during the Sweepstakes Period. Valid social security numbers will be determined by IRS requirements.
9. **GENERAL RULES OF PARTICIPATION:** By participating in this Sweepstakes, Entrants agree to be bound by these Official Rules and the decisions of the Independent Administrator and Sponsor, which are final in all respects and not subject to appeal. Sponsor reserves the right to disqualify permanently from this Sweepstakes any Entrant it believes has violated these Official Rules and verify eligibility of Entrants. Neither Sponsor nor anyone acting on its behalf will enter into any communications with any Entrant regarding this Sweepstakes, except as expressly set forth in these Official Rules. BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANTS, AND GRAND PRIZE WINNER RELEASE THE SPONSOR AND EACH AND ALL OF THE "**RELEASED PARTIES**" (DEFINED BELOW) FROM ANY AND ALL LIABILITY, DAMAGES OR CAUSES OF ACTION (HOWEVER NAMED OR DESCRIBED) WITH RESPECT TO OR ARISING OUT OF PARTICIPATION IN THE SWEEPSTAKES, AND/OR THE RECEIPT OR USE/MISUSE OF THE GRAND PRIZE AWARDED, INCLUDING, WITHOUT LIMITATION, LIABILITY FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes. All Sweepstakes materials are subject to verification and are void if (a) not obtained in accordance with these Official Rules and through legitimate channels, (b) any part is counterfeited, altered, defective, damaged, illegible, reproduced, tampered with, mutilated or irregular in any way, (c) are obtained where prohibited, or (d) they contain printing, typographical, mechanical, or other errors. Entrants assume all risk of loss, damage, destruction, delay or misdirection of Sweepstakes materials submitted to Sponsor. In the event any portion of this Sweepstakes is compromised by

activities beyond the control of the Sponsor which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play of the Sweepstakes, Sponsor reserves the right at its sole discretion to modify, suspend or terminate the Sweepstakes. THE GRAND PRIZE WINNER ACKNOWLEDGES AND AGREES UPON WINNING A PRIZE THAT, BY SIGNING AND RETURNING THE LIABILITY/PUBLICITY RELEASE, HE/SHE EXPRESSLY GRANTS PERMISSION FOR SPONSOR AND ITS AGENCIES TO USE GRAND PRIZE WINNER'S NAME, ADDRESS (CITY & STATE), VOICES AND/OR LIKENESSES FOR PURPOSES OF ADVERTISING, PROMOTION AND PUBLICITY, FOR THIS PROMOTION ONLY, WITHOUT FURTHER COMPENSATION, UNLESS PROHIBITED BY LAW. Sponsor may prohibit an Entrant from participating in the Sweepstakes or winning the Grand Prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other Entrants, Sponsor, or Sweepstakes Entities. If for any reason this Sweepstakes is not able to be conducted as planned, including, but not limited to, by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and randomly draw from those entries received up to the cancellation/suspension date to award the Grand Prize. CAUTION: ANY ATTEMPT BY A PERSON TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

10. **RELEASE:** By participating in this Sweepstakes, Entrants agree to release and hold harmless Sponsor, Sweepstakes Entities, Sirius XM Radio Inc., and each of their parent companies, respective officers, directors, managers, employees, subsidiaries, affiliated entities, agents, members, shareholders, insurers, servants, guests, divisions, predecessors, successors, representatives, assigns, attorneys, dealers, distributors, advertising, promotion, and fulfillment agencies, including the Independent Administrator, (collectively, the "**Released Parties**") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt, redemption or use of any prize.
11. **LIMITATIONS OF LIABILITY:** The Released Parties do not have any responsibility or liability whatsoever for: (a) unauthorized human intervention in any part of the entry process or the Sweepstakes; (b) electronic or human error which may occur in the administration of the Sweepstakes or the processing of entries; (c) any property loss, damage, personal injury, or death, in connection with the prizes provided pursuant to this Sweepstakes and/or any person's participating in the Sweepstakes; (d) any printing or typographical errors in any Sweepstakes-related materials; (e) stolen, lost, late, misdirected, corrupted, incomplete, damaged or indecipherable entries; or (f) technical failures of any kind, including but not limited to the malfunctioning of any computer, mobile device, cable, network, hardware or software (if applicable).
12. **ENTRANTS PERSONAL INFORMATION:** Entrant's personal information will only be used for the purposes of confirming the eligibility of such Entrant, notifying a potential Grand Prize Winner, awarding the Grand Prize, and reporting the Grand Prize Winner information as required by law (as applicable). All other information collected from Entrants is collected for analysis purposes only. Information collected from Entrants is subject to Sponsor's privacy policy, located at <https://www.hertz.com/rentacar/privacypolicy/index.jsp?targetPage=privacyPolicyView.jsp>.
13. **WINNER'S LIST/RULES REQUEST:** To obtain the name of the Grand Prize Winner or a copy of these Official Rules, please submit a self-addressed, stamped envelope by November 30, 2016 to "Hertz SiriusXM Sweepstakes" (please specify "Winner's List" or "Rules Request"), PO Box 10798, Rochester, NY 14610. Entrants may also review a copy of these Official Rules at the Website during the Sweepstakes Period.
14. **SPONSOR:** The Hertz Corporation, 8501 Williams Road, Estero, FL 33928. Sirius XM Radio Inc. is not a sponsor or administrator of this sweepstakes.

This Sweepstakes shall not be published without the written permission of the Sponsor.