

BUBBA THE LOVE SPONGE MILF SEARCH
OFFICIAL RULES

ENTRANTS CAN ONLY SUBMIT A CONTESTANT WHO IS A MOTHER AND WHO IS A LEGAL RESIDENT OF THE CONTIGUOUS UNITED STATES AND IS 21 YEARS OR OLDER AS OF MAY 5TH, 2008 AND WHO HAS GIVEN PERMISSION TO BE SUBMITTED AS A CONTESTANT.

1. **NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.** Sponsor: Sirius Satellite Radio, Inc.
2. **Submission Period:** Bubba The Love Sponge MILF Search ("Promotion") begins at 12:00 AM Eastern Standard Time ("EST") on May 5, 2008. Entries can be made from 12:00 AM EST on May 5, 2008 through 11:59 PM EST on May 23, 2008 (the "Submission Period"). Entries must include the official permission form signed by the Contestant and faxed or scanned and emailed as instructed on the permission form, and must be received by Sponsor no later than 11:59 PM EST on May 23, 2008 to be eligible for entry.
2. **Eligibility.** The Bubba the Love Sponge MILF Search (this "Promotion") is open only to individual persons (each, an "Entrant") who are legal residents of the contiguous United States and are 21 years or older as of the beginning of the Promotion Period (as defined above). Entrants can only submit a Contestant who is a mother and who is a legal resident of the contiguous United States and is 21 years or older as of May 5, 2008 and who has given permission to be submitted as a Contestant. Any effort by an Entrant to misrepresent himself or herself through the use of aliases or multiple e-mail addresses will disqualify all entries of that Entrant. Entries generated by a script, macro or other automated means are void. Officers, directors, employees, contractors, representatives and agents of Sirius Satellite Radio Inc. ("Sirius"), XM Satellite Radio Inc., Clips4sale.com and each of their respective immediate families and household members are not eligible to enter or be a Contestant in this Promotion.
3. **How to Win.** We are looking for a mom to be crowned the Bubba the Love Sponge hottest MILF. Entrant can submit photos of herself or of someone else, but to enter an eligible mother as a Contestant, entrant must first obtain the Contestant's permission for entry and permission as well as permission from the person who took the Photo for the Photo to be uploaded onto www.btls.com. Viewers online will vote for the winner during the voting period as described below.
4. **How to Enter A Contestant.** To enter this Promotion, go to www.btls.com (the "Promotion Website") during the Submission Period, complete the online entry form, attach a photo which is of the Contestant you wish to submit ("Photo") and click "submit" ("Entries"). Permission from the Contestant must also be obtained and Entrants should print out the official permission form found online at www.btls.com/i/release.pdf, have the Contestant sign the permission form and follow the instructions to fax it to Bubba Radio Network faxed ATTN: MILF CONTEST fax number: 813-289-3344, or email it to milf@btls.com for receipt no later than 11:59 PM EST on May 23, 2008. No Entries will be eligible for entry or posted on the Promotion Website without receipt of a signed permission form. Contestant must be clothed, although bikinis are acceptable for entry. Only the Contestant may be depicted in the Photo. All Contestants must be mothers and Sponsor reserves the right to require proof of eligibility.

By entering a Photo of yourself or a Contestant you grant permission to upload the Photo onto the Promotion Website or represent that you have received permission from the owner of the photograph and the Contestant prior to submitting the Photo for entry. Entrant agrees to indemnify and hold

harmless Sirius, those working on its behalf, and each of their respective officers, directors, representatives, employees, agents, successors and assigns, from any loss or other liability, either at law or equity, whether known or unknown, asserted or non-asserted, that may arise from or in any way relate to use of the Photo submitted by Entrant, including failure to receive permission from the copyright owner and/or the Contestant who is depicted in the Photo.

4. Prizes. Sirius will award one grand prize of \$2,500 (the "Prize") to the Contestant and will be declared the Bubba the Love Sponge hottest MILF.
5. Judging. We are looking for a mom to be crowned the Bubba the Love Sponge hottest MILF. All Contestants Photos will be posted at www.btls.com and viewers will vote for the winner. There will only be one vote per hour per IP address. The voting period will commence at 3:00 PM EST on May 26, 2008 and continue through 3:00 PM EST on May 29, 2008. The Contestant with the highest number of votes will be declared the winner on or about May 30, 2008. In the event of a tie, there will be an announcement on air on May 30, 2007 and online and other voting period will commence from 5:00 PM EST on May 30, 2007 through 3 PM EST on June 2, 2008 to determine the winner from the tying Contestants and the Winner will be announced on or about June 3, 2008.
6. Prize Winner. The potential winner will be subject to verification of eligibility and the requirements of these Official Rules. Sirius will notify potential winner by telephone. Sirius will require potential winner to execute an affidavit of eligibility, publicity release (except where prohibited), liability waiver and/or IRS Form W-9 (if required by IRS regulations) within 5 days prior to being named the winner and/or the delivery of any Prize (collectively, "Affidavit"). If a potential winner does not return the signed Affidavit within 5 days, is found to be ineligible, and/or the Prize is returned as undeliverable, Sirius will consider such potential winner to have forfeited the Prize and the alternative winner will be selected as time allows. Sirius reserves the right to modify notification procedures in its sole discretion, if necessary due to time constraints. Sirius reserves the right to disqualify any Entrant or Contestant for any reason, including without limitation, if that Entrant or Contestant has not complied with these Official Rules or has interfered, in Sirius' sole opinion, with the proper conduct of this Promotion or is ineligible. Payment of all taxes is the sole responsibility of the winner. The winner will be issued an IRS Form 1099 for the value of the Prize. The Prize cannot be substituted, exchanged or transferred.
7. Use of Entrant Information for Marketing Purposes.
By entering this Promotion, Entrant agrees that, unless Entrant otherwise opts out on the Promotion Website, Sirius and its designees may use Entrant's, physical and/or e-mail address to contact Entrant regarding Sirius' satellite radio service and other offers and/or promotions that Sirius believes may interest Entrant.
8. Dispute Resolution; Limitation of Liability. Each Entrant hereby releases, and agrees to defend, indemnify and hold harmless Sirius, those working on its behalf, and each of their respective officers, directors, representatives, employees, agents, successors and assigns, from any damage, injury, death, loss or other liability, either at law or equity, whether known or unknown, asserted or non-asserted, that may arise from or in any way relate to any Entrant's participation in this Promotion, including the entrant's submission of an Entry. Any and all disputes, claims, and causes of action arising out of or in connection with this Promotion shall be resolved individually, without resort to any form of class action. This Promotion shall be governed by, and construed in accordance with, the laws of the State of New York, regardless of principles of conflicts of laws that may require the application of the laws of another jurisdiction. Any action or litigation concerning this Promotion shall take place exclusively in the federal or state courts sitting in New York, New York, and each Entrant expressly consents to the jurisdiction of and venue in such courts and waives all defenses of lack of jurisdiction

and inconvenient forum with respect to such courts. Each Entrant agrees to service of process by mail or other method acceptable under the laws of the State of New York. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS PROMOTION. ENTRANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

9. General Conditions. Sirius is not responsible for any misdirected, lost, late, inaccurate or incomplete entries, and such entries will be void. Sirius is not responsible for: (1) any computer, telephone, cable, network, satellite, electronic or Internet hardware or software malfunctions, failures, connections, availability, (2) garbled or jumbled transmissions, (3) service provider/Internet/web site/use net or phone line accessibility or availability, traffic congestion, (4) unauthorized human intervention or (5) the incorrect or inaccurate capture of entry information or the failure to capture any such information. All entries and Photos submitted by Entrants in connection with this Promotion become the property of Sirius and will not be returned or acknowledged. Proof of sending or submission will not be deemed to be proof of receipt by Sirius. By entering this Promotion, unless prohibited by law, each Entrant grants to Sirius the right to use, display, distribute or publish the Photo submitted and the Entrant's name, likeness, photograph, voice, address (city and state), biographical information, and any material based thereon or derived therefrom, or to refrain from so doing, in any manner in any and all media, whether now known or hereafter devised, anywhere in the world in perpetuity in connection with this Promotion or as Sirius otherwise determines in its sole discretion, and for purposes of advertising or trade in promoting or publicizing Sirius, its products and/or services, without compensation. Acceptance of a Prize constitutes a waiver of any claims to compensation, royalties, or other remuneration for such use. This Promotion is subject to all applicable Federal, State and local laws and regulations. By entering this Promotion, each Entrant agrees to be bound by these Official Rules and the decisions of Sirius, and to accept delivery of the Prize based upon availability. In addition, each Entrant represents and warrants that all information contained in his/her entry is true and accurate. Sirius is not responsible for any printing errors in these Official Rules. In the event this Promotion is compromised for any reason (including computer virus, tampering, bugs, computer malfunction, fraud, unauthorized intervention or other causes beyond the control of Sirius) which, in the sole opinion of Sirius, corrupts or impairs the administration, security, fairness or proper play of this Promotion, Sirius reserves the right in its sole discretion to suspend, modify or terminate this Promotion. Sirius is not responsible if any Promotion cannot be implemented or any Prize cannot be awarded due to delays or interruptions beyond Sirius' control, including those due to acts of God, acts of war, strikes, governmental action, natural disasters, weather or acts of terrorism. Entrants and their respective Contestants who do not comply with these Official Rules or attempt to interfere with this Promotion in any way in Sirius' sole discretion shall be disqualified. This Promotion is void where prohibited.

10. Promotion Sponsor; Obtaining a Winner's List. This Promotion is sponsored by Sirius Satellite Radio Inc., 1221 Avenue of the Americas, 36th Floor, New York, New York 10020. To receive the name of the winner, send a self-addressed, stamped envelope (except where prohibited), and a note identifying the name of this Promotion, after the Promotion Period has ended but within 120 days of the last date of the Promotion Period, to the address above, Attention: Promotions Department.

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