

CD102.5

“STRUT to the Drive-In” Giveaway

Contest Rules

OFFICIAL CONTEST RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN OR CLAIM PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.

THIS SWEEPSTAKES IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY.

Sweepstakes Name: “STRUT to the Drive-In” Giveaway

Participating Stations: WWCD-FM

Station Address: 1036 S Front Street Columbus, OH 43206

Telephone: 614-221-9923

This Sweepstakes is sponsored by CD102.5 (“Sponsor”) and Interscope Records. Any questions, comments, or complaints regarding the Sweepstakes must be directed to CD102.5. For a copy of these Official Rules, please visit the website at CD1025.com.

1. ELIGIBILITY. This Sweepstakes is open only to individuals who (i) are legal U.S. who are 18 years of age or older at the time of entry.

The Sweepstakes is subject to all applicable federal, state, and local law and regulations.

Employees, contractors, officers and directors of Sponsor, its affiliates, parent companies, subsidiaries, divisions, suppliers, distributors and advertising, promotional and judging agencies, the Station, and any third party prize provider(s) and/or prize fulfillment service (collectively, the “Sweepstakes Entities”); individuals employed by any other radio and television station; and members of the immediate families (spouse and biological, adoptive or step-parents, grandparents, children, grandchildren and siblings, and each of their respective spouses regardless of where they reside) or households (whether related or not) of any of the above individuals are not eligible to participate in the Sweepstakes or win the prize.

2. TIMING: Sweepstakes begins on August 10th, 2020 at 7:00:00 a.m. ET and ends at 11:59:59 p.m. ET on August 16th, 2020 (“Entry Period”).

The Sponsor’s computer is the official time-keeping device for this Sweepstakes.

3. DESCRIPTION OF SWEEPSTAKES/ HOW TO ENTER.

“The Struts are keeping the Rock and Roll spirit alive by performing at the Starlight Drive-In Theater on August 19th, 2020 – and CD102.5 wants to hook you up with a ticket”

CD102.5 will collect contest entries via “The CD102.5 Lounge” – CD102.5’s proprietary contesting platform. Contest is free to enter, and only requires an account in the CD102.5 Lounge. Entry will be available to all participants aged 18 or older through the provided Entry Period. One entry will be permitted per user for the entire contest period. The contest can be accessed either via The Lounge contest page, or via cd1025.com/struts

ONLY ONE ENTRY PER PERSON WILL BE ACCEPTED

4. WINNER SELECTION. On August 17th, 2020, the Sponsor will randomly select five (5) entrants to receive a qualifying prize: a vinyl copy of The Struts’ album, “Young & Dangerous.” One of the five qualifying winners will be randomly selected to win the grand prize concert ticket.

Potential Sweepstakes winner(s) is subject to verification, including verification of eligibility. If an entrant is unable to verify his/her information, the entrant will automatically be disqualified and their prize, if any, will be forfeited. **The Sponsor reserves the right to determine an alternate winner in accordance with these Official Rules in the event that that any winner is disqualified, cannot be contacted, or is deemed ineligible for any reason, or is not available to participate in any applicable Sweepstakes events.**

Winner Notification: Winner will be notified on or after August 17th 2020, via e-mail, and/or at Sponsor's discretion via phone at the phone number provided during registration. In the event the Winner doesn't respond to Sponsor's notification or does not accept the prize within forty-eight (48) hours of notification, the prize will be deemed forfeited and an alternate Winner will be selected. In the event that any one or more potential Winner(s) fails to respond as stated above, declines the prize or fails to provide signed affidavits or releases, such Winner(s) will be deemed to forfeit the prize and Sponsor will select an alternate Winner(s) from the remaining eligible entrants. If any alternate(s) similarly fails to respond or declines the prize, Sponsor will use a reasonable number of attempts, in its discretion, to award the prize(s) to another alternate(s) but if it is unable to do so, the prize(s) will be finally forfeited and Sponsor shall have no further liability in connection with this Sweepstakes.

The Sponsor is not responsible for any change of email address, mailing address, and/or telephone number of entrants. The Sweepstakes Entities are not responsible for and shall not be liable for late, misdirected or unsuccessful efforts to notify a finalist and/or potential winner(s).

As a condition of participating in the Sweepstakes, entrants agree and acknowledge that in order to receive a prize and be deemed a winner, entrants must sign an official waiver form provided by the Sponsor and agree to the terms herein, including but not limited to the prize conditions. The potential prize winner may (in Sponsor’s sole discretion) be required to sign and return a declaration of eligibility and any other form necessary to verify eligibility, along with the required releases within twenty four hours after the first delivery attempt to entrants e-mail address in order for the potential prize winner to be qualified for the prize, unless otherwise stated herein or at the time of notification. The potential prize winner's failure to return all

required forms within this time period may result in the potential winner being disqualified and, in such event, the Sponsor may randomly select an alternate winner from among all remaining eligible entries, as determined by Sponsor in its sole and discretion.

5. **PRIZE(S).**

Five (5) Qualifying Prizes for five (5) winners: The Struts' "Young & Dangerous" vinyl

One (1) Grand Prize, for winner and three (3) eligible guests:

- General Admission Car Ticket - good for up to four (4) occupants per vehicle to The Struts LIVE AND IN PERSON at the Starlight Drive-In in Butler, PA on Wednesday, August 19th, 2020

All prizes provided by WWCD- FM CD102.5

Approximate Retail Value ("ARV"):

- Qualifying Prizes: \$25 each
- Grand Prize: \$150
- TOTAL PRIZE VALUE: \$275.00

No more than the advertised number of prizes shall be awarded. The prize is subject to certain terms and conditions as specified herein. A prize may not be sold, traded, or commissioned, and is not exchangeable, transferable, substitutable, or redeemable for cash except in Sponsor's sole discretion. Prize details and availability are subject to change. Sponsor is not the supplier or guarantor of any prize, unless otherwise specified. Prizing may be fulfilled by a third party fulfillment Sponsor. The prize will only be awarded if properly claimed according to the Rules. All costs and expenses related to the prize acceptance, the prize, and/or prize use not specified herein as being provided are the sole responsibility of winner(s).

No person under the age of 18 years will be permitted to travel A MINOR MAY ACCOMPANY WINNER AS A TRAVEL GUEST ONLY IF THE WINNER IS THE MINOR'S PARENT OR LEGAL GUARDIAN. MINORS MUST BE ACCOMPANIED AT ALL TIMES DURING TRIP (INCLUDING, BUT NOT LIMITED TO, IN-FLIGHT, HOTEL STAY AND ALL PRIZE-RELATED EVENTS) BY MINOR'S PARENT OR LEGAL GUARDIAN.

Winner is solely responsible for any and all expenses and incidental travel costs not expressly stated in the prize description herein, including but not limited to ground transportation to/from each winner's residence and venue, meals, and beverages

Travel is subject to availability and terms and conditions set forth in these Official Rules and those set forth by selected travel providers, availability and other material restrictions may apply. Sweepstakes Entities are not responsible for any fees or additional charges resulting from a

winner's or guest's change(s) to itinerary or accommodations. Winners and guests must have all necessary identification and/or travel documents (e.g., a valid U.S. driver's license) required for travel and are solely responsible for obtaining such valid identification (e.g., a valid U.S. driver's license or a valid U.S. passport) prior to travel and the associated costs for these requirements. Sweepstakes Entities shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the performers, venue, or any other presenting entity. Sweepstakes Entities shall not be liable for any loss or damage to personal belongings. If the winner becomes disabled or cannot otherwise fully enjoy the prize due to illness, Sweepstakes Entities shall have the option at its sole discretion of being relieved of liability for fulfillment of the prize award and no other compensation in lieu of the prize will be awarded. Each winners and guests are responsible for obtaining his/her own medical and life insurance and the associated costs. All travel is subject to any and all restrictions instituted by the Department of Defense and/or Department of Homeland Security, as required. Each winner and guest agrees to comply with all applicable venue regulations in connection with the concert. Sweepstakes Entities and the applicable venue representatives reserve the right to remove or to deny entry to winner who engage(s) in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the concert or meet and greet event or in any other objectionable behavior. Once travel guests are selected, they may not be substituted, except in Sponsor's sole and absolute discretion. Event tickets are non-refundable/non-transferable and are not valid for upgrades. All tickets are subject to changes in schedule at the discretion of event organizers. Additional prize award details and travel information to be provided to the winner at the time of notification. Lost, stolen, or damaged concert or event tickets will not be replaced or exchanged.

Additional prize award details and travel information to be provided to the winner at the time of notification. Winner will be required to complete and return all releases and forms within three (3) days of date of receipt the applicable forms and releases, unless otherwise specified thereon. Winner must sign a prize acceptance form, a W-9 form, an affidavit or verification of eligibility, and a liability/publicity release (where permitted) signed by both the winner. Unclaimed prize(s) will not be awarded. The Sweepstakes Entities shall in no way be responsible for any travel delays, or difficulty. If travel delays, cancellations or difficulty prevent arrival in time for any and all elements of trip, the Sweepstakes Entities are not responsible for awarding any compensation in lieu thereof. Failure to collect or properly claim any prize in accordance with these rules will result in forfeiture of the prize. If forfeited for any reason, winner will not receive any other prize substitution or compensation, and the prize will remain the property of the prize provider and/or the Sweepstakes Entities and will not be awarded, except as provided herein. Winner agrees to accept all blackout dates, space availability requirements, etc. established by the Sweepstakes Entities' prize partner(s), such as hotels, airlines, trains, ships, concert or event venues etc. Winner must comply with all applicable laws, and any rules and regulations established by the Sweepstakes Entities' prize partner(s), if any; such as hotels, airlines, trains, ships, concert or event venues etc. Winner agrees that acceptance of any trip taken as a prize is done so entirely upon their own initiative, risk, and responsibility. BY ACCEPTING PRIZE, WINNERS ACCEPT THE INHERENTLY DANGEROUS NATURE AND RISK IN ANY TRAVEL OR TRANSPORTATION, SUCH RISK INCLUDING PERSONAL INJURY AND/OR DEATH, ACKNOWLEDGES THAT HIS/HER PARTICIPATION IN THE PRIZE

EVENT IS VOLUNTARY, ACKNOWLEDGES THAT THERE ARE NATURAL FACTORS AND OCCURRENCES WHICH MAY IMPACT ON OR AFFECT THE SAFETY OF THE ACTIVITIES HE/SHE IS PARTICIPATING IN AND HE/SHE ASSUMES THE RISK OF SUCH FACTORS AND OCCURRENCES AND AGREES THAT THE RELEASED PARTIES (as defined below) SHALL NOT BE IN ANY WAY RESPONSIBLE FOR ANY RESULTING INJURY AND/OR DEATH.

Conditions and restrictions may apply. Limit: One (1) prize per person/household. ALL PRIZES ARE AWARDED "AS IS" AND THE SPONSOR DOES NOT MAKE (AND IS NOT RESPONSIBLE FOR) ANY REPRESENTATIONS, GUARANTEES, OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATING TO ANY PRIZE (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

5. TAMPERING AND DELIVERY DISCLAIMER.(a) The Sponsor, in its sole discretion, reserves the right to disqualify and prohibit from participating (and void such person's entries) any person, who the Sponsor determines (in its sole discretion) is or is attempting to: (i) tamper with the Sponsor's website and/or any part of the Sweepstakes; (ii) undermine the legitimate operation of the Sweepstakes by cheating, deception, or other unfair playing practices, (iii) or intending to annoy, abuse, threaten or harass any other entrants, the Sponsor, or the Released Parties or exhibits other unsportsmanlike behavior; and/or (iv) otherwise violate these Official Rules or the Terms of Use of the Sponsor's Website. (b) ANY ATTEMPT TO DELIBERATELY DAMAGE, CIRCUMVENT, OR DISRUPT THE SPONSOR'S WEBSITE (OR ANY PART THEREOF) OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD ANY SUCH ATTEMPT BE MADE, THE SPONSOR AND ITS LICENSEES (IF ANY) RESERVE THE RIGHT TO SEEK DAMAGES AND ANY OTHER AVAILABLE REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR ANY SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. EACH ENTRANT (OR, IF THE ENTRANT IS NOT OF AGE OF MAJORITY IN HIS/HER STATE OF RESIDENCE, THE LEGAL GUARDIANS THEREOF) AGREES TO INDEMNIFY AND HOLD HARMLESS THE SPONSOR AND ITS AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES AND/OR LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) THAT MAY BE ASSERTED AGAINST OR INCURRED BY ANY OF THEM AT ANY TIME, IN CONNECTION WITH THE USE THEREOF, AND/OR BY ENTRANT'S BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANTS ASSOCIATED WITH THIS SWEEPSTAKES.

The use of any automated device, automated launching or entry software or any other mechanical or electronic means that permits the entrant to automatically enter or evaluate repeatedly is prohibited. The Sponsor disclaims all liability for any delays, misdelivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method.

Released Parties are not responsible for: (1) mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind,

including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Sweepstakes; (2) any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Sweepstakes; (3) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (4) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (5) unauthorized human intervention in any part of the entry process or operation of the Sweepstakes; or (6) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries.

The Sponsor further reserves the right to: (i) cancel, terminate, suspend, declare null or void, amend, alter, or modify the Sweepstakes, void any suspicious entries, rescind any prize, and/or determine absolute resolution, and/or an alternate method of conducting the Sweepstakes and/or awarding the prize(s) at any time, for any reason, or if, in the sole discretion of the Sponsor, it is impossible or impractical to complete or conduct the Sweepstakes as planned for any reason, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures of any sort, programming associated with or used in the Sweepstakes, by any human error which may occur in the execution of this Sweepstakes, or any other causes which effect the operation of the Sweepstakes or the rules of the integrity of the Sweepstakes have been violated or compromised in any way, intentionally or unintentionally by any person whether or not a entrant in the Sweepstakes and/or (ii) stop or conclude the Sweepstakes at any time without prior notice. Material changes to the Official Rules will be broadcast on-air, when practical. In the event of termination of the Sweepstakes by Sponsor, Sponsor reserves the right to award any prize(s) in a manner deemed fair and equitable by Sponsor.

6. **PUBLICITY.** Except where prohibited, by accepting a prize, winner(s) grant the Sponsor and Station(s) permission to use their names, characters, images, voices, and likenesses worldwide, in perpetuity, in any and all media now known or hereinafter invented in any and all marketing and promotional materials and waive any claims to royalty, right, or remuneration for such use. Each winner's name may be included in a publicly available winners list.

7. **USE OF PERSONAL INFORMATION.** The Sponsor will retain the entrant's personal data for a reasonable period of time to enable it to send that entrant any prize that they have won and to verify that these Official Rules have been complied with, and for accounting purposes. This data may be passed to a third party to enable such third party to fulfill any necessary requirements relating to the award of a prize. Any other use of personal data will be in accordance with, and subject to, the Sponsor's Privacy Policy. Entrant may have the opportunity to opt-in to receive emails from third parties. In the event that entrant opts in to any available opportunities to receive information from a third party, that may or may not be associated with this Sweepstakes, entrant understands and acknowledges that his/her information will be provided to such third party and may be used by the third party as set forth in the third party's privacy policy. **Any available opt-in opportunities are not required to enter the Sweepstakes, and opting in will not improve your chances of winning.**

8. RELEASES, CONDITIONS, AND LIMITATIONS OF LIABILITY. By participating in the Sweepstakes, each entrant agrees to release and waive any and all claims of liability against the Sweepstakes Entities and any applicable third party fulfillment service and each of their respective employees and agents (collectively, the "Released Parties") from and against from any and all liability, loss or damage (including personal injury) incurred with respect to the conduct of or participation in the Sweepstakes, or the awarding, shipping/handling, receipt, possession, and/or use or misuse of any prize, including any travel related thereto. By accepting the prize, winner(s) hereby agrees that: (i) to release each of the Released Parties from any and all claims in connection with the Sweepstakes and the award or use of the prizes; and (ii) where allowed by law, sign a publicity release confirming consent to use the winner's name/likeness as set forth in Section 6 prior to acceptance of the prize. The Released Parties are not responsible or liable to any entrant or winner or any person claiming through such entrant or winner for failure to supply the prize or any part thereof, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, volcanic eruption, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond the Sweepstakes Entities' sole control. Upon awarding the prize, the Sponsor will have no further obligation to winner.

9. TAXES. Any valuation of the prize(s) stated above is based on available information provided to the Sponsor, and the value of any prize awarded to a winner may be reported to the IRS as required by law. Each winner is solely responsible for reporting and paying any and all applicable federal, state, and local taxes, related to prize acceptance and use not specified herein. Each winner must provide the Sponsor with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning over \$600 in prizes from the Sponsor in a calendar year will be issued an IRS Form 1099 reporting the value of those prizes to the IRS.

10. CONDUCT AND DECISIONS. All decisions of the Sponsor will be final and binding on all matters relating to this Sweepstakes. Persons who violate any rule, gain unfair advantage in participating in the Sweepstakes, or obtain winner status using fraudulent means will be disqualified. The Sponsor will interpret these Rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Sweepstakes and the Sponsor's decisions concerning such disputes shall be final. If, for any reason, more bona fide winners are notified than prize(s) available, prize(s) will be awarded in a random drawing from among all such persons. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Any reference in these Official Rules or as part of the Sweepstakes to the Sponsor's and/or Station's "discretion" and/or any exercise of discretion by the Sponsor or Station shall mean in Sponsor's and/or Station's "sole and unfettered discretion." The Sponsor further reserves the right to terminate the Sweepstakes if in its sole judgment, the rules or the integrity of the Sweepstakes have been violated or compromised in any way, intentionally or unintentionally by any person whether or not a entrant in the Sweepstakes. In the event the Sweepstakes is terminated, Sponsor will award the prize(s) in a random drawing from all eligible entries received prior to

termination. If applicable material changes to the Sweepstakes rules will be broadcast on-air and available on-line at the Station's website, when practical. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of this provision.

11. BINDING ARBITRATION. Any controversy or claim arising out of or relating to the Sponsor Sweepstakes shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Contest Rules provided by WWCD-FM then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the contest rules per WWCD-FM. The arbitrator shall apply Ohio law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. **THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.**

12. MISCELLANEOUS. Sponsor reserves the right to determine eligibility should special circumstances arise, all decisions are considered final and binding. Sponsor disclaims any responsibility to notify entrants of any aspect related to the conduct of the Sweepstakes. As a condition of participating in the Sweepstakes, entrants agree (and agree to confirm in writing) that: (a) under no circumstances will entrant be permitted to obtain costs, judgments, or awards for, and entrant hereby knowingly and expressly waives all rights to claim or seek punitive, incidental, consequential, special, or any other damages, other than for actual, third-party out-of-pocket expenses, and in such limitation, entrant further waives any rights to have damages multiplied or otherwise increased; (b) any and all disputes, claims, or causes of action arising out of or connected with this Sweepstakes, or any prize awarded, shall be resolved individually,

through binding arbitration as set forth above, without resort to any form of class action; and (c) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred (if any), excluding attorneys' fees and court costs. Some jurisdictions do not allow the limitations or exclusion of liability, so the above may not apply to every entrant. Participation in the Sweepstakes constitutes entrant's full and unconditional agreement to, and acceptance of these Official Rules. Winning a prize is contingent upon entrant's fulfillment of all requirements set forth herein.

13. COMPLIANCE WITH LAW AND GOVERNING LAW. All issues and questions concerning the construction, validity, interpretation and enforceability of the Sweepstakes Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Ohio, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 11 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of Ohio, in the City of Columbus.