

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.

Contest Name: **KJ's RELAX AND UNWIND \$100.00 GIFT CARD CONTEST** (the "Contest")

Station: JAMMIN' 101.5 KJHM-FM (the "Station")

Station Address: 3033 South Parker Road Suite 700, Aurora, CO 80014

Telephone: (303) 872-1500

This Contest is sponsored by Roland Witherspoon Law ("Sponsor"). Any questions, comments or complaints regarding the Contest must be directed to the Sponsor. For a copy of these Official Contest Rules, please visit the office of the Station during normal business hours, send your request by mail at Max Media 3033 South Parker Road Suite 700, Aurora, CO 80014 or visit the website www.Jammin1015.com/law

List of Winner(s): For the name(s) of the winner(s) send a stamped, self-addressed envelope, to: Max Media 3033 South Parker Road Suite 700, Aurora, CO 80014

- 1. ELIGIBILITY.** This Contest is open only to individuals who (i) are legal U.S. residents of the state of Colorado, residing within the following counties: Adams, CO; Alamosa, CO; Arapahoe, CO; Archuleta, CO; Boulder, CO; Broomfield, CO; Chaffee, CO; Cheyenne, CO; Clear Creek, CO; Conejos, CO; Costilla, CO; Delta, CO; Denver, CO; Dolores, CO; Douglas, CO; Eagle, CO; Elbert, CO; Garfield, CO; Gilpin, CO; Grand, CO; Gunnison, CO; Hinsdale, CO; Jackson, CO; Jefferson, CO; Kit Carson, CO; Lake, CO; Larimer, CO; Lincoln, CO; Logan, CO; Mineral, CO; Moffat, CO; Morgan, CO; Ouray, CO; Park, CO; Phillips, CO; Pitkin, CO; Prowers, CO; Rio Blanco, CO; Rio Grande, CO; Routt, CO; Saguache, CO; San Juan, CO; San Miguel, CO; Sedgwick, CO; Summit, CO; Washington, CO; Weld, CO; Yuma, CO; and (ii) who are 21 years of age or older at the time of entry ("Entrant").

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

Void outside the state(s) of Colorado (counties listed above) and where prohibited or restricted by law.

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 "Contest Entities"); persons affiliated with the alcoholic beverage industry, including but not limited to, suppliers, distributors or retailers of alcohol beverage products; 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.

Eligibility Frequency Limits Per Station: The Sponsor may set limitations on how frequently an individual can be eligible to win more than one prize within a specified time period. For national sweepstakes/contests, an individual may win only once (1) every fifteen (15) days. However, the same individual may not win more than one trip to a specific event. For local sweepstakes/contests, an individual may win only once (1) every seven (7) days. An individual may not win more than three (3) times in one month. Only one (1) winner per household is permitted in any contest. "Household members" shall mean people who share the same residence at least three (3) months a year.

2. TIMING: Contest begins on Monday, July 5, 2021, at approximately 8:00:00 [a.m.] [MT] and ends at 5:59:59 [p.m.] [MT] on July 30, 2021 ("Entry Period").

The Station's computer is the official time-keeping device for this Contest.

DESCRIPTION OF CONTEST/HOW TO ENTER.

How to Enter: The Station, during the Entry Period, will solicit listeners to nominate a first responder or educational worker to be the recipient of a \$100.00 spa gift card. Nominators can find the official nomination entry form at www.jammin1015.com/law. Entries must contain all information requested to be valid.

The Released Parties (as defined below) are not responsible for lost, late, undeliverable, illegible, damaged, stolen, misdirected, mutilated, or incomplete entries, regardless of cause. Multiple entrants are not permitted to share the same email address. Should multiple users of the same e-mail account or mobile phone number, as applicable, enter the Contest and a dispute thereafter arise regarding the identity of the entrant, the authorized account holder of said e-mail account or mobile phone account at the time of entry will be considered the entrant. "Authorized account holder" is defined as the natural person who is assigned an e-mail address or mobile phone number by an

Internet access provider, on-line service provider, telephone service provider or other organization which is responsible for assigning e-mail addresses, phone numbers or the domain associated with the submitted e-mail address. Proof of submission of an entry shall not be deemed proof of submission or receipt by the Sponsor for online entries. When applicable, the Sponsor's computer will be deemed the official time keeping device for the Contest. Entries will be disqualified if incomplete and/or if prohibited multiple entries in excess of the states limit are received. All entries become the property of Sponsor and will not be acknowledged or returned.

By participating, you agree (a) to be bound by these Official Contest Rules; (b) as between you and the Sponsor, that the decisions of the Sponsor is final on all matters relating to the Contest; (c) you are not participating on behalf of any employer or third party; (d) in the event that you do not comply with these Rules, that you will be disqualified and your prize (if any) will be forfeited; and (e) (when applicable) the potential winner and/or finalist must be available to participate in any portion to the Sweepstakes that participation may be required to be considered eligible.

3. WINNER SELECTION. On or around 6:00:00 [p.m.] [MT] on Friday, July 9, 2021, Friday, July 16, 2021, Friday, July 23, 2021 & Friday, July 30, 202 the Station will randomly select ONE (1) weekly Contest winner from among all eligible entries collectively received during the Entry Period. A total of FOUR (4) grand prize winner(s) will be pulled during the duration of this Contest.

Potential Contest 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 Contest events.**

Winner Notification: Winner will be notified within ONE (1) day after the drawing, via e-mail, and/or at Station'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 twenty-four (24) 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 Contest.

The Sponsor is not responsible for any change of email address, mailing address, and/or telephone number of entrants. The Contest 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 Contest, 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 (24) 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.

4. PRIZE(S).

A total of FOUR (4) Grand Prize Winners; will receive: ONE (1) \$100.00 dollar Gift Card to Massage Envy Approximate Retail Value ("ARV"): \$100.00.

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).

Weekly Prize Package will include the following: ONE (1) \$100.00 dollar Gift Card to Massage Envy Approximate Retail Value ("ARV"): \$100.00 Prize package provided by Roland Witherspoon Law.

Trip Prize Conditions: All prize packages shall include round-trip, economy class air transportation for winner from Denver International Airport to the destination and a double occupancy standard hotel room as specified in herein. Actual value of trip may vary based on point of departure and airfare fluctuations. Any difference between stated approximate retail value and actual value of Prize will not be awarded and is specified in these Official Contest Rules. Selection of airline and hotel are solely within Company's discretion. Meals, gratuities, luggage fees, incidental hotel charges and any other travel-related expenses not specified herein are the sole responsibility of winner and guest. Travel for the trip awarded must take place on and/or within the designated dates and is subject to schedule and availability, alternative travel dates will not be provided. If the prizewinner(s) is unavailable for travel on the designated dates, the specified or prize will be forfeited and may or may not be awarded to an alternate prizewinner(s) at the sole discretion of the Company. Exact travel dates and arrangements may be subject to availability whether specified or not. Winner and travel guest must travel on same itinerary. If the winner is eligible, but a minor in his/her state of residence, the travel guest must be winner's parent or legal guardian. A MINOR (DETERMINED BY THE AGE OF MAJORITY IN HIS/HER STATE OF RESIDENCE) MAY ONLY ACCOMPANY THE WINNER AS A TRAVEL GUEST IF THE WINNER IS THE MINOR'S PARENT OR LEGAL GUARDIAN. ALL 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. Travel guests must sign and return a travel release before any ticketing of travel occurs. Winner and guest must have all necessary identification and/or travel documents (e.g., a valid U.S. driver's license) required for travel. If the trip requires traveling outside the United States, the winner, upon winning the prize, must have a valid US passport. If the winner does not have a valid US passport upon winning the prize, the trip may be forfeited and an alternate winner will be selected, in the Company's sole discretion. In accordance with applicable laws, international travelers are required to possess a government issued passport, if a winner does not have or is unable to obtain a passport within any time constraints related to the prize, the winner will be disqualified. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. **If in the judgment of the Company or Sponsor, air travel is not required due to winner's proximity to the trip destination, ground transportation will be substituted for roundtrip air travel at the Company's sole and absolute discretion.** The difference in value will not be awarded to the prize winner. The Company shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any prize-related services or accommodations. Additional prize award details and travel

information to be provided to the prizewinner at the time of notification. Winner and guest will be required to complete and return, within seven (7) days of date of receipt the applicable forms and releases. Winner must sign a prize acceptance form, provide the information for their travel guest which must be at least of the legal age of majority in their state, a W-9 form, an affidavit or verification of eligibility, and a liability/publicity release (where permitted) signed by both the winner and travel guest. Prizewinner(s) and guests are also responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that the Company has not and will not obtain or provide travel insurance or any other form of insurance. Lost, stolen or damaged airline tickets, travel vouchers or certificates will not be replaced or exchanged. If a winner cannot be contacted or is disqualified, the Company reserves the right to determine an alternate winner in its sole discretion. Unclaimed prize(s) will not be awarded. Certain travel restrictions and blackout dates may apply. Any and all airport transfers, ground transportation, meals, incidentals, gratuities, phone calls, luggage fees, travel insurance and applicable taxes (including, but not limited to all local, state and federal taxes) and any and all other expenses not specifically mentioned herein are the sole responsibility of the prize winner. If, for any reason, any part of the trip package is canceled or shall become unavailable, postponed or canceled, the Company shall have no further responsibility for that portion of the prize and the prize will be awarded without the inclusion of the item on the same itinerary. If concerts or other ticketed events have been awarded as part of this prize package and the concert or event is postponed, rained out, canceled, or for other reasons beyond our control does not occur, The Company will not be responsible for replacing that portion of the prize. The Company and sponsor are not responsible for late, lost, damaged or stolen luggage. Any provided tickets are subject to certain terms and conditions specified thereon, and seat locations are as solely determined by sponsor. The Company is not responsible for any travel delays, flight cancellations or difficulty. If travel delays, cancellations or difficulty prevent arrival in time for any and all elements of trip, the Company is not responsible for awarding any compensation in lieu thereof. Any changes to completed travel arrangements, once booked, are the sole responsibility of the winner, and are solely at the winner's expense. All prizes or prize vouchers must be redeemed as stated in the prize notification or otherwise stated in the Official Rules. 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 Company and/or Sponsor and will not be awarded, except as provided herein. Winner agrees to accept all blackout dates, space availability requirements, etc. established by the Company's prize partner(s), such as hotels, airlines, trains, ships, concert or event venues etc. Winner and guest must comply with all applicable laws, and any rules and regulations established by the Company's 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, INCLUDING BOATING, 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 COMPANY AND RELEASED PARTIES SHALL NOT BE IN ANY WAY RESPONSIBLE FOR ANY RESULTING INJURY AND/OR DEATH.

All prizes provided by: Roland Witherspoon Law

Odds of Winning: The odds of winning the prize depend on the number of eligible entries received.

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.

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 Contest, 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 Contest and opting in will not improve your chances of winning.

8. RELEASES, CONDITIONS, AND LIMITATIONS OF LIABILITY. By participating in the Contest, each entrant agrees to release and waive any and all claims of liability against the Contest 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 Contest, 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 Contest 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 Contest. 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 Contest 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 Contest if in its sole judgment, the rules or the integrity of the Contest 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 Contest 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 Contest 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 Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") 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 JAMS Rules and Procedures. The arbitrator shall apply Colorado 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 Contest. As a condition of participating in the Contest, 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 Contest, 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 Contest 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 Contest Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Colorado, 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 Colorado, in the County of Arapahoe in the City of Aurora.