

DEATH CAB FOR CUTIE PEPPER FLYAWAY SWEEPSTAKES - OFFICIAL RULES

The Death Cab for Cutie Pepper Flyaway Sweepstakes (the "Sweepstakes") is sponsored by Atlantic Recording Corporation, 1633 Broadway, New York, NY 10019 ("Atlantic") (the "Sponsor"), and promoted and operated through the Sweepstakes website located at <http://deathcabforcutie.com/PepperFlyaway> (the "Sweepstakes Site"). The Sweepstakes begins on February 28, 2023 at 10:00 a.m. Eastern Daylight Time ("EDT") (the "Start Date"), and ends on March 31, 2023 at 11:59 p.m. EDT (the "End Date") (such period, the "Sweepstakes Period"). BY ENTERING OR OTHERWISE PARTICIPATING IN THE SWEEPSTAKES, ALL ENTRANTS AND OTHER PARTICIPANTS AGREE TO ABIDE BY THESE OFFICIAL RULES, WHICH ARE FINAL AND BINDING ON ALL MATTERS PERTAINING TO THIS SWEEPSTAKES.

1. ELIGIBILITY AND REGISTRATION TO PARTICIPATE IN THE SWEEPSTAKES.

a. Eligibility in General. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. The Sweepstakes is open to any individual who is, as of the Start Date, (i) a legal resident of one of the fifty (50) United States or the District of Columbia, excluding Alaska, Hawaii (the "Eligibility Area") and (ii) 18 years old or older. VOID OUTSIDE OF THE ELIGIBILITY AREA AND WHERE OTHERWISE PROHIBITED BY LAW (certain states may impose additional eligibility restrictions). Odds of winning are determined by the number of Entries received. Misrepresentation of age, upon discovery by Sponsor, will disqualify the applicable participant. Employees, officers, directors, shareholders, agents, and representatives of Sponsor, Warner Music Inc., and their respective affiliates (including without limitation, for Sponsor and Warner Music Inc., their respective labels and artists), licensors, and advertising and promotional agencies (the foregoing entities, the "Sweepstakes Entities") and the immediate family members and members of the same households of any such employees, officers, directors, shareholders, agents, and representatives, are not eligible to participate in the Sweepstakes in any manner except as otherwise expressly provided herein or to win any prize. Sponsor reserves the right, at any time and in its sole discretion, to refuse to allow any individual to participate or continue to participate in the Sweepstakes, or to disqualify any individual it suspects to be tampering with the entry process or the operation of the Sweepstakes, or the Sweepstakes Site; to be in violation of any terms and conditions governing the Sweepstakes (collectively, "Terms of Use") or any of the privacy policies governing the submission of information in connection with the Sweepstakes (collectively, "Privacy Policy"); to be in violation of these Sweepstakes rules (the "Official Rules"); to be acting in bad faith, or in a non-sportsmanlike or disruptive manner; or to be annoying, abusing, threatening, or harassing any other person. ANY ATTEMPT TO DELIBERATELY DAMAGE THE SWEEPSTAKES SITE OR TAMPER WITH OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF THESE OFFICIAL RULES AS WELL AS CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY RESPONSIBLE PARTICIPANT(S) TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING WITHOUT LIMITATION CRIMINAL PROSECUTION. By participating in the Sweepstakes in any manner, you agree to be bound by these Official Rules and by all decisions of Sponsor, which decisions shall be final and binding in all respects. Sponsor reserves the right to disqualify any Entrant (as defined herein) if, in Sponsor's sole discretion, such Entrant is ineligible, unable, or unwilling to continue his or her participation in the Sweepstakes.

b. How to Participate in the Sweepstakes. Beginning on the Start Date, entrants desiring to enter the Sweepstakes ("Entrants") may enter by logging on to the Sweepstakes Site and following the instructions thereon including, without limitation: visiting the Sweepstakes Site, connecting Entrant's Spotify or Apple Music library, and saving the track entitled "Pepper (Acoustic)" by Death Cab for Cutie to Entrant's library. After an Entrant completes the Entry form (the "Entry"), including selecting the Entrant's preferred performance date (the "Preferred Performance Date"), and submits the Entry, such Entrant will be entered into the Sweepstakes for a chance to win. By participating in the Sweepstakes, each Entrant is confirming that they have read and agree to comply with: (i) these official rules; (ii) Atlantic's terms of use, located at <http://atlanticrecords.com/terms-of-use/>; (iii) Spotify's terms of use, located at <https://www.spotify.com/us/legal/end-user-agreement/>; (iv) Apple Music's terms of use, located at <https://www.apple.com/legal/internet-services/itunes/>; and (v) all other Sweepstakes requirements.

Additionally, by participating in the Sweepstakes, each Entrant is confirming that they have read and understand (i) Atlantic's privacy policy, located at <http://atlanticrecords.com/privacy-policy/>; (ii) Spotify's privacy policy located at <https://www.spotify.com/us/legal/privacy-policy/>; and (iii) Apple Music's privacy policy, located at <https://www.apple.com/legal/privacy/data/en/apple-music/>. Joint entries are not accepted. Entrants may submit only one Entry. In the event of a dispute as to the origin of an Entry, the authorized account holder of the email address associated with the Entry will be deemed to be the Entrant. Each Potential Winner (defined below) may be required to show proof of being the authorized email address account holder, as determined by Sponsor in its sole discretion.

2. THE SWEEPSTAKES.

a. Determining the Winners. Sponsor and/or its designees will review all eligible Entries for conformity to the rules. On or about March 31, Sponsor and/or its designees will choose at random three (3) "Potential Winners." Two (2) Potential Winners will be respectively eligible to be awarded the Second and Third Prize (described in paragraph 2[b][i] below) and one Potential Winner will be eligible to be awarded the Grand Prize (described in paragraph 2[b][ii] below). NO ENTRANT WILL BE DEEMED TO BE A WINNER, OR WILL BE AWARDED ANY PRIZE, UNLESS AND UNTIL SUCH ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED BY SPONSOR IN ITS DISCRETION, ENTRANT HAS BEEN NOTIFIED THAT SUCH VERIFICATION IS COMPLETE, AND ENTRANT HAS COMPLIED WITH ANY SPONSOR REQUIREMENTS (INCLUDING WITHOUT LIMITATION THOSE SET FORTH IN SECTION 2(b) BELOW). Sponsor reserves the right to not award any prize if, in its sole and absolute discretion, it does not receive a sufficient number of eligible and/or qualified Entries. Sponsor may, in its sole discretion, contact a Potential Winner and require such Potential Winner to submit to a background check to help ensure that such Potential Winner's continued participation in the Sweepstakes will not, in Sponsor's sole discretion, damage the Sweepstakes or otherwise reflect adversely on the Sweepstakes Entities; require such Potential Winner to answer additional questions or participate in additional screening procedures; require such Potential Winner to sign consent forms, releases (including, without limitation, Sponsor's standard "Declaration of Eligibility and a Liability/Publicity Release"); and/or disqualify any Potential Winner who is unable or unwilling to do or provide any of the foregoing ("Clearance Process"). Any Potential Winner must complete the Clearance Process within two (2) days from the moment of notification. Upon successful completion of the Clearance Process, a Potential Winner will be designated a "Winner." Without limiting the foregoing and only if applicable, a Potential Winner who is a minor in his or her state of residence will be required to have his or her parent or legal guardian affirm in writing such Potential Winner's acknowledgement and agreement to the Official Rules, in order to continue to participate in the Sweepstakes. Sponsor reserves the right to provide an independent third party (the "Auditing Entity") with all Entries submitted by each Potential Winner in order that such Auditing Entity may examine such Entries and confirm, subject to its and Sponsor's discretion, that the Entries comply with these Official Rules. In the event that a Potential Winner elects to end his or her participation in the Sweepstakes, is unable to participate further in the Sweepstakes for any reason, or is, in Sponsor's sole discretion, deemed to be ineligible to participate, Sponsor reserves the right to select alternate Potential Winner(s) in its sole discretion.

b. Prize for Winners (the "Prizes):

(i) One Winner (the "Second Prize Winner") will receive the second prize of two (2) tickets to the Second Place Winner's Preferred Performance Date (Approximate Retail Value of \$200) (the "Second Prize"). Any transportation and lodging for the Second Prize will not be provided. One Winner (the "Third Prize Winner") will receive the third prize of one (1) signed lithosphere (Approximate Retail Value of \$50) (the "Third Prize"). All taxes (including without limitation federal, state, and local taxes) on or connected with the Second or Third Prize, if any, and the reporting consequences thereof, and any other costs, fees, and expenses not explicitly stated herein, if any, are the sole responsibility of each Winner respectively. If any Winner is a minor in his or her state of residence (if applicable), the applicable Prize will be awarded on such Winner's behalf to such Winner's parent or legal guardian, who must execute any releases and other documentation required by Sponsor (including without limitation the Affidavit of Eligibility and the Liability/Publicity Release described above). Neither Prize may be endorsed, transferred or substituted, except at the Sponsor's sole discretion. Specifics of each Prize are in

Sponsor's sole discretion. Once selected by the Second Prize Winner, the guest cannot be changed without the express consent of the Sponsor, which may be withheld for any reason. By entering the Sweepstakes and accepting the prize, each Winner agrees to maintain his/her behavior in accordance with all applicable laws and generally accepted social practices. Each Winner understands and agrees that Sponsor or prize provider has the right, in their sole discretion, to disqualify and remove a Winner (and, with respect to the Second Prize Winner, his/her guest) from any activity at any time if their behavior at any point is uncooperative, disruptive, or may or does cause damage to the person, property, or reputation of Sponsor or otherwise violates the policies of the prize provider, and in such case, such Winner will still be solely responsible for all taxes and other expenses related to the prize. In the unlikely event that any portion of the applicable Prize is cancelled, undeliverable, or unable to take place for any reason, each Winner agrees that Sponsor has no further obligations to such Winner other than delivery of the remainder of the applicable Prize (if any), and no other additional compensation will be provided. In the event that any Winner (including, for any Winner who is a minor in his or her state of residence, his or her parent or guardian) is unable to comply with the terms and conditions set forth in these Official Rules (including without limitation this Section 2(b)(i)), Sponsor reserves the right to deem such individual ineligible and to select a new Winner (or Winners) from among the remaining Entrants.

(ii) Grand Prize (the "Grand Prize"): One Winner (the "Grand Prize Winner") will receive one (1) trip for themselves and one (1) guest to see Death Cab for Cutie perform at The Hollywood Bowl, located at 2301 N. Highland Ave, Los Angeles CA 90068 , on October 17, 2023 (the "Show"). The Prize will consist solely of: (i) two (2) round trip, economy class, airfare tickets from a major airport near the Grand Prize Winner's residence in the United States (as selected by Sponsor in its sole discretion) (Approximate Retail value ("ARV") \$600); (ii) hotel accommodations (based upon double occupancy) for one (1) night to be determined solely by Sponsor (ARV \$500); (iii) two (2) tickets to the Show (ARV \$200). Notwithstanding anything to the contrary contained herein, Sponsor may substitute ground transportation in lieu of air travel at Sponsor's sole discretion. Actual retail value of the prize may vary depending on the Winner's residence, market conditions, change in value of components (e.g., air transportation and hotel rates) and other reasons. Sponsor is not responsible for and Winner will not receive the difference between the actual value of the prize at the time of the award and the stated ARV of these Official Rules or in any Sweepstakes-related correspondence or materials. In the event the Winner lives within close proximity of the trip destination (as determined in Sponsor's sole discretion), Sponsor may substitute airfare with ground transportation, and any difference in value will not be awarded. Failure to complete the trip prize does not relieve Winner of his/her tax obligations associated with winning the trip prize. Specific travel arrangements and all prize details not specified herein will be made and determined in Sponsor's sole discretion. Travel must originate from and end at the same airport. The Winner and his/her guest must travel together on the same itinerary. It is the Winner's and his/her guest's responsibility to comply with all travel requirements, which may include, without limitation, presenting necessary identification (including photograph identification) at the time of travel. Flight schedules are subject to change without notice. Sponsor is not liable for any missed prize events, opportunities or expenses incurred as a consequence of flight cancellation/delay or ground transportation delay. The Winner may be required to present a credit card at time of hotel check-in to cover hotel incidentals. All meals, gratuity, in-room charges, travel expenses, travel and other insurance, carrier fees, government charges, transfers, ground transportation, taxes (federal, state and local) and other expenses not specified in these Official Rules as being provided as part of the prize are the sole responsibility of the Winner. If the Winner is a minor in his/her state of primary residence, the prize will be awarded to that minor's parent or legal guardian, who must complete the Sponsor's release from liability and confirm his/her compliance with and acceptance of these official rules on his/her behalf and on behalf of the minor. Such minor must be accompanied by his/her parent or legal guardian as his/her guest during the entire trip. Winner agrees that his/her guest (or parent or legal guardian of guest if guest is a minor in his/her state of residence) must comply with Sponsor's and each prize provider's procedures and policies and must complete, sign and have notarized and return a release from liability and, where legal, a publicity release to Sponsor in the timeframe specified by the Sponsor or travel will not be allowed. If the guest is a minor in his/her state of residence, they are only eligible to be the guest of the Winner if the Winner is their parent or legal guardian. Once selected by the Winner, the guest cannot be changed without the express consent of the Sponsor, which may be withheld for any reason. By entering the Sweepstakes and accepting the prize, the Winner agrees to maintain his/her behavior in accordance with

all applicable laws and generally accepted social practices. The Winner understands and agrees that Sponsor or prize provider has the right, in their sole discretion, to disqualify and remove the Winner and his/her guest from any activity at any time if their behavior at any point is uncooperative, disruptive, or may or does cause damage to the person, property, or reputation of Sponsor or otherwise violates the policies of the prize provider, and in such case, the Winner will still be solely responsible for all taxes and other expenses related to the prize. Participants waive the right to assert as a cost of winning any prize, any and all costs of verification and redemption of travel to claim the prize and any liability and publicity which might arise from claiming or seeking to claim the prize. In the event that the Winner is unable to comply with the terms of these Official Rules, Sponsor reserves the right to deem such individual ineligible and to select a new Winner from among the remaining entrants.

3. MISCELLANEOUS.

a. General; List of Winners; License. Sponsor's failure to enforce any provision of these Official Rules shall not constitute a waiver of such provision. All federal, state, and local laws and regulations apply. After the end of the Sweepstakes Period, the name of the Winners may be posted to the Sweepstakes Site, and/or to another Sponsor-affiliated site or service. In addition to any other grants that may be granted in any other agreement entered into between Sponsor and any Winner, where permitted by law, each such individual agrees to grant to Sponsor, the Sweepstakes Entities, and their respective licensees, affiliates, and assigns, the right to print, publish, broadcast, and use, worldwide in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times, such individual's name, photograph, portrait, picture, voice, likeness and biographical information as news or information and for advertising and promotional purposes without additional consideration; and further without such additional compensation, appear for, or provide biographical information for use in, any presentation or other activity which may include filming/audio/video/electronic or other recordings and/or interviews, as may be determined from time to time by Sponsor in its sole discretion; and upon request, each such individual (or, if a minor, such individual's parent or legal guardian) will provide written consent to the foregoing uses. For a list of Winners (available after April 7, 2023 please send a self-addressed stamped envelope to the "DEATH CAB FOR CUTIE PEPPER FLYAWAY SWEEPSTAKES" - Winner List, c/o Atlantic Records, 1633 Broadway, New York, NY 10019, Attn: Olivia Chijoke. Queries must be postmarked no later than July 7, 2023.

b. Disclaimer and Limitation of Liability. The Sweepstakes Entities make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any prize furnished in connection with the Sweepstakes. The Sweepstakes Entities are not responsible for any incorrect or inaccurate information, reviews, ratings, rankings, or other materials, whether caused or created by authorized web site users, by tampering or "hacking," or by any of the equipment, software, or programming related to the Sweepstakes Site or the Sweepstakes, and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, or unauthorized access to the Sweepstakes Site, or any Entry. Additionally, the Sweepstakes Entities are not responsible for any cancellation or postponement of any aspect of the prize. Although Sponsor attempts to ensure the integrity of the Sweepstakes, Entrants acknowledge that Sponsor is not responsible for the actions of Entrants or other participants in connection with the Sweepstakes, including Entrants' or others' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Sweepstakes. Sponsor is not responsible for injury or damage to Entrants' or to any other person's computer, other equipment, or person in connection with participation in the Sweepstakes, or downloading materials from or using the Sweepstakes Site. If, for any reason, the Sweepstakes is not capable of continuing as planned by reason of damage by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical limitations or failures, strikes, industry conditions, marketplace demands, or any other causes which, in the sole opinion of Sponsor, could corrupt, compromise, undermine, or otherwise affect the administration, security, fairness, integrity, viability, or proper conduct of the Sweepstakes, Sponsor reserves the right in its sole discretion to modify these Official Rules and/or to cancel, terminate, modify, or suspend the Sweepstakes. IN NO EVENT WILL THE SWEEPSTAKES ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, ARISING OUT OF

YOUR ACCESS TO AND USE OF THE SWEEPSTAKES SITE, THE STREAMING, DOWNLOADING, AND/OR PRINTING OF MATERIALS FROM THE SWEEPSTAKES SITE, SPONSOR'S OR ANY THIRD PARTY'S REMOVAL FROM THE SWEEPSTAKES SITE OF OR DISCONTINUATION OF ACCESS TO ANY ENTRIES OR OTHER MATERIALS, THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE SWEEPSTAKES, OR ANY HARM RESULTING THEREFROM. WITHOUT LIMITING THE FOREGOING, THE SWEEPSTAKES, ALL ENTRIES, AND ALL OTHER MATERIALS PROVIDED ON OR THROUGH THE SWEEPSTAKES SITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

c. Dates and Deadlines. Because of the unique nature and scope of the Sweepstakes, and because of the complexity of the technology underlying the administration of the Sweepstakes, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise related to the Sweepstakes.

d. Release and Indemnification. BY PARTICIPATING IN THE SWEEPSTAKES, ENTRANT: (A) RELEASES AND HOLDS SPONSOR, THE ARTIST P/K/A "DEATH CAB FOR CUTIE," WARNER MUSIC INC., ATLANTIC RECORDS LABELS, INDIVIDUALLY AND AS A GROUP AND ALL OTHER SWEEPSTAKES ENTITIES, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS AND REPRESENTATIVES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LOSSES, COSTS, DAMAGES, LIABILITIES, JUDGMENTS, SETTLEMENTS AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES); ("LOSSES") OF ANY KIND ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE SWEEPSTAKES OR PARTICIPATION IN ANY SWEEPSTAKES-RELATED ACTIVITY (INCLUDING WITHOUT LIMITATION THE REMOVAL FROM THE SWEEPSTAKES SITE OF, OR DISCONTINUATION OF ACCESS TO, ANY ENTRIES OR OTHER MATERIALS), OR RESULTING DIRECTLY OR INDIRECTLY FROM ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE SWEEPSTAKES, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY; AND (B) INDEMNIFIES AND HOLDS HARMLESS SPONSOR, ATLANTIC RECORDS LABELS, THE ARTIST P/K/A "DEATH CAB FOR CUTIE," AND ALL OTHER SWEEPSTAKES ENTITIES, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS AND REPRESENTATIVES FROM ANY AND ALL LOSSES (AS DEFINED ABOVE) OF ANY KIND THAT MAY BE ASSERTED AGAINST OR INCURRED BY ANY SWEEPSTAKES ENTITIES AT ANY TIME IN CONNECTION WITH THE ENTRIES, OR OTHERWISE RELATING TO ENTRANT'S PARTICIPATION IN THE SWEEPSTAKES, INCLUDING WITHOUT LIMITATION CLAIMS CONCERNING THE INFRINGEMENT UPON OR VIOLATION OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHTS. THE SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY OR ASSOCIATED WITH SPOTIFY OR APPLE MUSIC AND ALL ENTRANTS AGREE TO RELEASE AND HOLD HARMLESS SPOTIFY OR APPLE MUSIC FROM ANY AND ALL LIABILITY ASSOCIATED WITH OR ARISING OUT OF THE SWEEPSTAKES. BY ENTERING THIS SWEEPSTAKES, ENTRANT ACKNOWLEDGES ANY INFORMATION PROVIDED BY ENTRANT IS RECEIVED BY ATLANTIC AND NOT SPOTIFY. ANY QUESTIONS, COMMENTS OR COMPLAINTS REGARDING THIS SWEEPSTAKES WILL BE DIRECTED TO THE ATLANTIC.

e. Arbitration. THIS SECTION PROVIDES FOR RESOLUTION OF DISPUTES ARISING UNDER OR RELATING TO THESE OFFICIAL RULES OR THIS SWEEPSTAKES, THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY. In the event of any dispute arising out of or in connection with these Official Rules or the Sweepstakes, such dispute shall be submitted to arbitration to be administered by the American Arbitration Association under its Commercial Arbitration Rules and Supplementary Procedures for Consumer-Related Disputes ("Supplementary Procedures"), as amended by these Official Rules. The Supplementary Procedures are currently available online at <http://www.adr.org> (click on the link labeled "Rules," and then click on the link labeled "Supplementary Procedures for Consumer-Related Disputes").

The arbitrator shall not have the power to impose punitive damages. To the extent that the arbitrator deems reasonable, the arbitrator shall conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances. Any in-person appearances requested by the arbitrator shall be held in the County of New York in the State of New York, United States of America. Arbitration proceedings shall be conducted in English and shall be conducted in a manner that preserves the confidentiality of Company's trade secrets and other confidential information. Each party hereby waives any and all rights and benefits which it might otherwise have or be entitled to under federal law or the laws of New York or any other state to litigate any such dispute in court, it being the intention of the parties to arbitrate, according to the provisions of these Official Rules, all such disputes. The arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any other agreements you may enter into with Sponsor in connection with the Sweepstakes, shall be final and binding, and shall provide for each party to bear its own costs of arbitration and attorneys' fees. EACH PARTY EXPRESSLY WAIVES ANY RIGHT TO A JURY. The award rendered by the arbitrator may be confirmed and enforced in any court of competent jurisdiction. If either party shall fail to appear at a hearing on the date designated in accordance with the rules of the American Arbitration Association, or shall otherwise fail to participate in the arbitration proceeding, the arbitrator is hereby empowered to proceed *ex parte*. In the event of any dispute concerning the Sweepstakes, your sole and exclusive remedy shall be to seek damages pursuant to an arbitration authorized by this Section 3(e). For any claim for equitable or injunctive relief, you agree to submit to the exclusive jurisdiction of any state or federal court located in the County of New York in the State of New York, and you waive any jurisdictional, venue or inconvenient forum objections to such courts. IF YOU DO NOT AGREE TO THESE REQUIREMENTS (OR ANY OTHER PROVISION OF THESE OFFICIAL RULES), YOU CANNOT PARTICIPATE IN THE SWEEPSTAKES.

f. Governing Law. The Sweepstakes and these Official Rules are governed by and shall be construed in accordance with the laws of the State of New York, United States of America, without regards to its principles of conflicts of law. For any dispute not subject to arbitration according to Section 3(e) above, you irrevocably agree to personal jurisdiction by the federal and state courts located in the County of New York in the State of New York, United States of America, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. Further, in any such dispute, under no circumstances will you be permitted to obtain awards for, and you hereby irrevocably waive all rights to claim punitive, incidental, or consequential damages, or any other damages, including attorneys' fees, other than your actual out-of-pocket expenses (*i.e.*, costs associated with participating in the Sweepstakes), and you further irrevocably waive all rights to have damages multiplied or increased. YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO YOUR ENTRIES OR OTHERWISE RELATED TO THE SWEEPSTAKES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION OCCURS, OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

g. Privacy. Information submitted in connection with the Sweepstakes will be treated in accordance with these Official Rules and information submitted through the Sweepstakes Site will be governed by the applicable Privacy Policies, provided that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail. Specifically and without limitation, Sponsor reserves the right to communicate with any Entrant about his or her Entry, and because of the potential critical nature of such communications to the operation of the Sweepstakes, Entrant will not be permitted to "opt out" of receiving such communications.

h. Headings. Headings and captions are used in these Official Rules solely for convenience of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof.

i. Non-Endorsement. The use of any non-Sponsor trademarks, service marks, logos, or other marks in connection with this Sweepstakes or any prize is not meant by Sponsor to imply the endorsement of the respective owner(s) of such marks, or any affiliation of the respective owner(s) of such marks with the Sweepstakes Site or the Sweepstakes.

j. Interpretation. In the event of any conflict between any information provided on the Sweepstakes Site regarding the Sweepstakes (such as a "F.A.Q."), on the one hand, and these Official Rules, on the other, these Official Rules shall govern.

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