

2022 EAA® WomenVenture™ T-Shirt Design Contest
Official Rules

In order to enter the 2022 EAA® WomenVenture™ T-Shirt Design Contest (the “**Contest**”) sponsored by Experimental Aircraft Association, Inc. (“**EAA**”), you, either on your own behalf or on behalf of a minor child for whom you have authority to act, (the “**Entrant**”), hereby agree to and accept, fully and unconditionally, the following terms and conditions (the “**Rules**”):

1. Eligibility.

- a. The Contest is open to all legal residents of the fifty (50) United States and the District of Columbia (excluding Puerto Rico and all other territories) who are at least eighteen (18) years old on the date the entry in the Contest is submitted, excluding the following:
 - i. Individuals who are an employee, officer or director of EAA, or of any of EAA's Divisions or EAA's Affiliates, and anyone who is an immediate family member (parents, siblings, children, spouses, life partners) or a household member (related or non-related) of EAA or EAA's Divisions or EAA's Affiliates. In addition, the directors and officers of EAA's advertising or promotional agencies and sponsoring companies who are involved in WomenVenture are not eligible to participate. For purposes of these Rules, “**EAA's Affiliates**” includes EAA Aviation Foundation, Inc. and “**EAA's Divisions**” includes International Aerobatic Club, Inc., EAA Vintage Aircraft Association, Inc. and EAA Warbirds of America, Inc.
- b. EAA will determine, in good faith, how to address and minimize real or apparent conflicts of interest arising from possible relationships with Entrants, and the decision of EAA in such matters will be final. EAA reserves the right to confirm the eligibility of all Entrants, and EAA's decision in such matters will be final.
- c. Participating in the Contest by submission of the Design to EAA constitutes Entrant's full and unconditional agreement, and acceptance of, the Rules.

2. Design Requirements. Any and all designs and artwork submitted to EAA by Entrant (the “**Design**”) for this Contest must meet the following criteria:

- a. The Design, artwork and print must use only one color, which for 2022 is white. The color of the 2022 t-shirt is frosted fuchsia.
- b. It must follow the provided template for correct EAA WomenVenture and EAA logo placement.
- c. It must be provided to EAA in one of the following formats: PSD (Photoshop), AI (Adobe Illustrator), .jpeg, .png, .eps or .pdf. Hard copies or paper submissions will not be accepted.
- d. It must be an original, unpublished work and design which does not contain, incorporate or otherwise use, in part or in whole, any content, material or element that is owned by, or licensed for use to, any third party or entity.
- e. It cannot contain any content, element, image, language or material that violates a third party's publicity, privacy or intellectual property rights.
- f. It cannot be the subject of any actual or threatened litigation or claim.

3. Design Prohibitions. The Design must not contain any material, words or images or other content that:

- a. Is indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- b. Promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- c. Contains profanity or sexual content;
- d. Promotes drunkenness, illegal drugs, cannabis, tobacco, or the illegal use of firearms or weapons;
- e. Promotes any third party product or service or otherwise contains commercial messages or endorsements regarding third party products or services;
- f. Is unlawful, in violation of or contrary to the laws or regulations of the United States;
- g. Has been copied or plagiarized. The Design must be the sole, original work of the Entrant and all right, title and interest including, but not limited to, the copyright in any Design, must be owned solely by the Entrant;
- h. Is proprietary to a third party, contains any third party content, or otherwise defames, violates or infringes (or may infringe) any copyright, trademark, logo, mark or other identifier of source, or other proprietary right of any entity or person (whether living or deceased) (including but not limited to, rights of privacy or publicity or portrayal in a false light).
- i. Is lewd or inappropriate or offensive or not in keeping with EAA's image.

Any Design that, in EAA's sole and absolute discretion, violates any of the above or other prohibitions and/or representations or warranties of Entrant may be disqualified from the Contest. In the event that an Entrant or Design is disqualified, Entrant is not relieved from responsibility for compliance with these Rules.

4. Grant of License to Use Design. Entrant agrees that, simultaneous upon submission of the Design to EAA, Entrant grants EAA an exclusive, everlasting, royalty-free, assignable, irrevocable, unrestricted license to use, utilize, replicate, alter, adapt, modify, publish, perform, broadcast, translate, produce derivative works from, distribute, present, display, sublicense and exercise all copyright and other intellectual property and other rights with respect to each Design worldwide and/or to include, in part or in whole, each Design in other works in any media now known or later created, anywhere and forever, including in connection with promoting and advertising of and by EAA, without further review, notice, approval, consideration or compensation. Except where legally prohibited, by submitting a Design,

Entrant irrevocably agrees that Entrant's name and city and state / area / territory of residence may be used in connection with the permitted use of the rights contemplated by this Section.

- 5. Contest Period.** The Contest will begin on October 11, 2021 at 9:00 a.m. CST and will end on November 12, 2021 at 5:00 p.m. CST (the "**Contest Period**"). EAA's designated computer is the official time keeping device for this Contest.
- 6. How to Enter.** To enter, Entrant must complete the entry form at www.eaa.org/womenventure and upload a Design in conformance with these Rules and in the manner as instructed on www.eaa.org/womenventure. There is no fee for entering the Contest and no purchase is necessary to enter or win. There is no limit to the number of entries an eligible entrant can submit during the Contest Period. Only Entrants whose Design complies with these Rules and whose submission is received by EAA in accordance with these Rules will be considered.
- 7. Selection and Announcement of Winner.** The winning design will be selected by EAA, in EAA's sole discretion, no later than December 10, 2021 and the decision of EAA is final and binding. If a potential winner is unable, for whatever reason, to accept the prize, then EAA reserves the right to award the prize to a different entrant. The winner will be announced on EAA's website and social media on December 16, 2021.
- 8. Prizes.** The winner shall receive: (a) two (2) free admissions to EAA® AirVenture® Oshkosh™ 2022 on Wednesday, July 27, 2022; (b) two (2) free admissions to the WomenVenture Power Lunch on Wednesday, July 27, 2022, during which time winner will be recognized; and (c) two (2) free T-shirts with the winning design.
- 9. Representations and Warranties of Entrant.** Entrant represents and warrants that the Design, and any and all portions of the Design, are Entrant's own original work and, as such: (a) Entrant is the sole and exclusive author and owner of, and holds all rights to, the Design; (b) Entrant has the full right and authority to submit the Design to EAA in the Contest; and (c) Entrant has the full right and authority to transfer ownership of the Design to EAA. Entrant further represents and warrants that the Design does not: (a) infringe upon, or violate, any third-party's rights, including intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, trade names, industrial designs, patent, trade secret, privacy, publicity or confidentiality obligations; or (b) otherwise violate any applicable state, federal, or local law. Entrant's submission of the Design is accepted by EAA in express reliance upon these representations and warranties.
- 10. Indemnification by Entrant.** As consideration for Entrant's participation in the Contest, Entrant agrees that, to the maximum extent permitted by law, **Entrant shall, at its own expense, defend, protect, indemnify and hold EAA, EAA's Divisions and EAA's Affiliates (which for the purposes of these Rules specifically includes EAA Aviation Foundation, Inc.), , officers, directors, representatives, agents, volunteers, members, chapters, attorneys, employees, successors, agents and assigns harmless from and against any and all claims, demands, suits, actions, proceedings, expenses, fines, damages, losses, judgments, liabilities and costs (including without limitation reasonable attorneys' fees and costs) arising out of: (i) any design or other material uploaded or otherwise submitted or provided to EAA by Entrant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any third party or defames any person or violates their rights of publicity or privacy; (ii) any misrepresentation made by Entrant in connection with the Design or the Contest; (iii) any non-compliance by Entrant with these Rules; (iv) claims brought by any third parties arising from or related to the Design or Entrant's involvement with the Contest; or (v) any typographical or other error in the printing, offering or announcement of any prize or winners in relation to the entry and participation in the Contest by Entrant.**
- 11. Right to Cancel, Modify or Suspend.** If for any reason, whatsoever, the Contest is not capable of running as planned, EAA reserves the right, in its sole discretion to cancel, modify or suspend the Contest.
- 12. RELEASE AND LIMITATIONS OF LIABILITY.** BY PARTICIPATING IN THE CONTEST, ENTRANTS AGREE TO RELEASE AND HOLD HARMLESS EAA, EAA AVIATION FOUNDATION, INC., AND THEIR AFFILIATES, ADVERTISING AND PROMOTIONAL AGENCIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (THE "**PROMOTION PARTIES**") FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF THEIR PARTICIPATION IN THE CONTEST, INCLUDING WITHOUT LIMITATION ANY CLAIM OR CAUSE OF ACTION ARISING DIRECTLY OR INDIRECTLY FROM ACCEPTANCE OR USE OF ANY PRIZE HEREUNDER.
- Release of Claims (General).** Each Entrant agrees to: (i) indemnify and hold EAA and the Promotion Parties harmless from any and all liability resulting or arising directly or indirectly from his or her participation in the Contest, and (ii) release all rights to bring any claim, action or proceeding against the Promotion Parties. Some jurisdictions may not allow the limitations or exclusions of liability for incidental or consequential damages or exclusion of implied warranties, so some of the above limitations or exclusions may not apply.
- Release of Claims (California).** Each Entrant acknowledges that there is a possibility that, subsequent to his or her involvement with the Contest and adherence to these Rules, he or she may discover facts or incur or suffer claims which were unknown or unsuspected at the time of agreeing to these Rules, and which if known by him or her at that time might have materially affected his or her decision to participate in the Contest. Such Entrants acknowledge and agree that by reason of these Rules, and the release contained in the preceding subsections, he or she is assuming any risk of such unknown facts and such unknown and unsuspected claims. Such Entrants acknowledge that they have read these Rules and, as such, hereby have been advised of the existence of Section 1542 of the California Civil Code, which provides: "**A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.**"
- Full Release.** Notwithstanding such provisions of the California Civil Code, the release contained within these Rules shall constitute a full release in accordance with its terms. Such Entrants knowingly and voluntarily waive any statute, law, or rule of similar effect, and acknowledge and agree that said waiver is an essential and material term of this release, and without such waiver he or she would not

have been permitted to participate in the Contest or compete for or receive a prize. Such Entrants acknowledge and understand the significance and consequence of this release and of this specific waiver of such laws.

13. Privacy: By submitting information in connection with any portion of the Contest, each Entrant agrees to receive promotional materials from EAA. Participants may opt-out from receiving EAA's promotional materials in accordance with EAA's Privacy Policy (see www.eaa.org).

14. Disputes. Except where prohibited, each Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize offered or awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Wisconsin or the appropriate State Court of the State of Wisconsin located in Milwaukee, Wisconsin; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) **under no circumstances will Entrants be permitted to obtain awards for, and Entrants hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages (other than for actual out-of-pocket expenses), and any and all rights to have damages multiplied or otherwise increased.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of the Entrant and EAA in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Wisconsin without giving effect to any choice of law or conflict of law rules (whether of the State of Wisconsin or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Wisconsin.

15. Winner List. The identity of the winner, subject to compliance with the requirements stated herein, will be available from EAA at its address listed herein. To obtain the identity of the winner by mail, send a self-addressed, postage paid (VT residents mailing from VT may omit return envelope postage), business-size envelope to EAA, "Attn: 2022 EAA® WomenVenture™ T-Shirt Design Winner", at the address stated in the introductory paragraph, above, or visit www.eaa.org/womenventure.

16. Additional Conditions and Disclosures. EAA assumes no responsibility for any computer, software, online, internet or technological malfunctions or for lost, late, stolen, incomplete, illegible, inaccurate, undelivered, delayed, mutilated, postage-due or misdirected mail, correspondence, requests, claims or other errors or problems in connection with or relating to the Contest. EAA is not responsible for interrupted or unavailable network server or other connections, miscommunications, failed telephone or computer transmissions or jumbled, scrambled or misdirected entries or transmissions; phone, electrical, network, computer hardware or software or program malfunctions, failures or difficulties; other errors, omissions, interruptions, or deletions of any kind whether human, mechanical or electronic or for any damage to any person's computer related to participating in the Contest nor for entries that cannot for any reason be downloaded or incorrect or inaccurate entry information, whether caused by internet users or by any of the equipment or programming associated with or used in the Contest or by any technical or human errors which may occur in the processing of any entries in this Contest. Persons found tampering with or abusing any aspect of this Contest, as solely determined by EAA, will be disqualified and may be subject to prosecution. To obtain a copy of these rules by mail, send a self-addressed, postage paid (VT residents mailing from VT may omit return envelope postage), business-size envelope to EAA, "Attn: 2022 EAA® WomenVenture™ T-Shirt Design Rules", at the address stated in the introductory paragraph, above.

17. Void Where Prohibited. The Contest is VOID WHERE PROHIBITED.