

**2022 EAA® AIRVENTURE® OSHKOSH™ INSTAGRAM GIVEAWAY
OFFICIAL RULES**

NO PURCHASE OR DONATION NECESSARY TO ENTER OR WIN.

1. **SPONSOR.** The 2022 EAA® AirVenture® Oshkosh™ Instagram Giveaway (the "Sweepstakes") is a series of daily prize draw promotions sponsored and administered by Experimental Aircraft Association, Inc. ("EAA"), 3000 Poberezny Road, Oshkosh, WI 54902 (the "Sweepstakes Address"). EAA is a tax exempt, charitable organization under I.R.C. §501(c)(3). Participation in the Sweepstakes by submission of an entry into the Sweepstakes, constitutes an Entrant's agreement to be bound by these Official Rules (the "Rules"). A purchase or contribution will not improve your chances of winning. 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 the Sweepstakes Address.
2. **INSTAGRAM DISCLOSURE.** This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Instagram.
3. **ELIGIBILITY.** Each eligible individual who submits an entry to the Sweepstakes is called an "Entrant" and may consist of:
 - a. All legal residents of one (1) of the fifty (50) United States or the District of Columbia (excluding Puerto Rico and all other territories) and Canada (excluding the province of Quebec) who are at least eighteen (18) years old and the age of majority in the state or province in which the individual resides as of the date of entry in the Contest, excluding the following, who are ineligible to participate:
 - i. Individuals who are a full time employee, an officer or a director of EAA or of any EAA affiliates (including for purposes of these Sweepstakes: EAA Aviation Foundation, Inc.; International Aerobatic Club, Inc.; EAA Vintage Aircraft Association, Inc.; and EAA Warbirds of America, Inc.), EAA advertising or promotional agencies, or who are involved in the sponsorship, development or execution of this Sweepstakes (including without limitation University of North Dakota ("UND")), or who is an immediate family member (parents, siblings, children, spouses, life partners) of or a household member (related or non-related) of any of the above.
 - b. Entrant must be the Instagram account owner to which the photograph and caption is posted.
 - c. Each Entrant is limited to one (1) entry per day and per Daily Drawing. Any individual who attempts to submit more than one (1) submission per Instagram account, by any means, including, but not limited to, using multiple accounts, may be disqualified from participation in this Sweepstakes.
4. **SWEEPSTAKES PERIOD.** The Sweepstakes begins on July 24, 2022 at 2:01 p.m. CDT and ends on July 30, 2022 at 2:00 p.m. CDT (the "Sweepstakes Period"). During the Sweepstakes Period, EAA will conduct six (6) daily drawings (each a "Daily Drawing"). Any entries not selected in a Daily Drawing will not roll over to the next Daily Drawing.
5. **HOW TO ENTER.** No purchase necessary to enter or win. You must have a valid, public Instagram account to enter the Sweepstakes. To enter the Sweepstakes via Instagram, an Entrant must post a photograph related to EAA® AirVenture® Oshkosh™ to the Entrant's Instagram account and, in the caption, include both of the following two (2) hashtags: #OSH22 and #UNDEAA22.

Entries for each Daily Drawing must be received no earlier than 2:01 p.m. CDT the day immediately prior to the Daily Drawing and no later than 2:00 p.m. CDT the day of each Daily Drawing during the Sweepstakes Period, all according to the computer time on EAA's server. Any entries received prior to the start of, or after, the Sweepstakes Period will not be considered. Incomplete, garbled, corrupted, inaccurate or illegible entries are void and will not be accepted. EAA is not responsible for lost, digitally delayed, delayed, damaged, destroyed, misdirected, corrupted or incomplete entries. No other method of entry will be accepted.

If you do not have a valid Instagram account, you may sign up for free by visiting Instagram's main homepage, or by downloading the Instagram app on your mobile device and following the enrollment instructions. Data and usage rates may apply to the download and use of the Instagram app.

All information submitted via Instagram, as applicable, must be submitted pursuant to and is subject to: (i) these Rules; (ii) Instagram's Terms of Use (<https://help.instagram.com/581066165581870>); and (iii) Instagram's Data Policy (<https://www.facebook.com/privacy/policy/version/20220104>), which will be updated as of July 26, 2022 (<https://mbasic.facebook.com/privacy/policy/printable>).

Submissions to Instagram may be available for worldwide viewing on the Internet. Submissions cannot defame or invade the rights or privacy of any person, living or deceased, or otherwise infringe upon any third party's personal, proprietary, or intellectual rights. Submissions cannot contain illegal or unlawful material, and must not: (a) be indecent, obscene, hateful, tortious, defamatory, slanderous or libelous; (b) promote bigotry, racism, hatred or harm against any group or individual or promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; (c) contain profanity or explicit language or content; (d) pornography, adult-oriented content,, or other sexually-explicit content; (e) promote drunkenness, illegal drugs, cannabis, tobacco, or the illegal use of firearms or weapons; (f) promote any third party product or service or otherwise contains commercial messages or endorsements regarding third party products or services; (g) is unlawful, in violation of or contrary to the laws or regulations of the United States; (h) has been copied or plagiarized; (i) 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); (j) appear to result in any injury or bodily harm; or (k) is lewd or inappropriate or offensive or is content that denigrates, disparages, or reflects negatively on the Promotion Parties (as defined herein).

Submissions must be consistent with EAA's reputation and must be suitable for audiences of all ages. Submissions which, in EAA's sole discretion, contain any type of vulgarity or objectionable content will be disqualified. Submissions that do not meet these stated criteria, or entries that, in EAA's sole discretion, may technically meet the stated criteria but do not reflect the intent and the spirit of the Sweepstakes, will be disqualified.

Entrants agree to be bound by the decisions of EAA with respect to the Sweepstakes, and such decisions shall be final. EAA reserves the right to disqualify any Entrant who tampers or attempts to tamper with the entry procedure or the Sweepstakes or violates these Rules. EAA reserves the right to interpret these Rules and all Entrants agree to be bound by such interpretations.

6. **PRIZES/APPROXIMATE RETAIL VALUE ("ARV").** After applicable verification and subject to compliance with these Rules, there will be six (6) prizes awarded in total. Entrants may only win one time, and will only be awarded one Prize, during the Sweepstakes Period. Each prize awarded in the Sweepstakes is referred to as a "Prize" and collectively are referred to as the "Prizes". The Prizes and ARV (stated in US Dollars) are as follows:
- Monday, July 25, 2022 Prize: Garmin D2 Air X10 Watch (\$549.00) and EAA-branded merchandise/swag bag (\$35.00). Total approximate ARV = \$584.00.
 - Tuesday, July 26, 2022 Prize: Delta A350-900 model airplane (1/100 scale) (\$395.00), UND-branded merchandise/swag bag (\$25.00) and EAA branded merchandise/swag bag including an EAA/Flight Outfitters backpack (\$150.00). Total approximate ARV = \$570.00.
 - Wednesday, July 27, 2022 Prize: Garmin D2 Air X10 Watch (\$549.00) and EAA-branded merchandise/swag bag (\$35.00). Total approximate ARV = \$584.00.
 - Thursday, July 28, 2022 Prize: United Boeing 787 model airplane (\$395.00), UND-branded merchandise/swag bag (\$25.00) and EAA branded merchandise/swag bag including an EAA/Flight Outfitters backpack (\$150.00). Total approximate ARV = \$570.00.

- e. Friday, July 29, 2022 Prize: Garmin D2 Air X10 Watch (\$549.00) and EAA-branded merchandise/swag bag (\$35.00). Total approximate ARV = \$584.00.
- f. Saturday, July 30, 2022 Prize: Piper-branded merchandise/swag bag including a Piper branded backpack (\$50.00), UND-branded merchandise/swag bag (\$125.00) and EAA-branded merchandise/swag bag including an EAA/Flight Outfitters backpack (\$150.00). Total approximate ARV = \$325.00.

Manufacturers of the Prizes are not sponsoring, endorsing or are otherwise affiliated with this Sweepstakes.

No transfer, substitution or cash redemption of any Prize permitted except where required by law. If any Prize becomes unavailable, EAA may award a substitute prize of equal or greater value. Odds of winning a Prize depend upon the number of eligible entries received. Any lost or stolen Prize will not be replaced by EAA. Selected Prize winner is solely responsible for any federal, state and local taxes on Prize.

- 7. **DAILY SWEEPSTAKES DRAWINGS.** Each daily Prize winner will be selected in a random drawing conducted by EAA to be held at the EAA Aviation Center, 3000 Poberezny Road, Oshkosh, WI 54902, at 2:00 p.m. CDT during each day of the Sweepstakes Period. Each Daily Drawing may be accomplished by use of computer generated program, or by any other fair means, in EAA's sole discretion. Limit one Prize per person. During each daily drawing session, EAA will draw successive provisional winning entries to be used if any potential Prize winner for any reason does not claim the Prize for which his or her entry was selected, or is determined to be ineligible.
- 8. **NOTIFICATION OF PRIZE WINNERS.** Prize winners need not be present to win. The winner of each Daily Drawing will tagged through Instagram in the comments section and will be notified by EAA via Instagram direct message promptly after each Daily Drawing to confirm: (a) that the selected winner is least eighteen (18) years old; (2) whether the selected winner will pick up the prize on AirVenture grounds or have it shipped with a mailing address provided by the selected winner. Such notified person, at his or her sole discretion, may disclaim a Prize by not claiming such Prize or by not responding to EAA or providing EAA with the information requested, within seventy-two (72) hours of EAA sending the direct message. Except where prohibited by law, each Prize winner further grants to EAA the right to use such Prize winner's name, photograph, voice, likeness, city/state of residence and photograph posted to the Prize winner's Instagram account for purposes of advertising or promoting and publicizing the efforts and activities of EAA, UND and the Sweepstakes without further consideration and to release the Prize winner's name to persons requesting the names of the winners of the Sweepstakes. Non-compliance or the return of any Prize notification as undeliverable may result in disqualification and selection of an alternate winner. Canadian residents must correctly answer an arithmetic skill test question to claim a Prize.
- 9. **CONDITIONS FOR AWARD OF PRIZE.** The Winner of each Prize will be required to provide EAA with a valid Social Security Number (or equivalent for a non-U.S. Winner). In addition, each Winner may be required, by notice from EAA, to complete and return an affidavit of eligibility, liability and publicity release.
- 10. **RELEASE AND LIMITATIONS OF LIABILITY.** ENTRANTS ACKNOWLEDGE THAT NEITHER EAA NOR UND HAVE MADE OR ARE IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION, CONDITION OR GUARANTEE, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, RELATIVE TO ANY PRIZE, INCLUDING BUT NOT LIMITED TO QUALITY, DESIGN, MERCHANTABILITY, MECHANICAL CONDITION, CONSTRUCTION OR FITNESS FOR USE. ALL WARRANTIES ARE HEREBY DISCLAIMED BY EAA AND UND, AND THE WINNER ACCEPTS ANY PRIZE "AS IS." ANY DIFFERENCE BETWEEN THE STATED ARV AND THE ACTUAL VALUE OF ANY PRIZE AT THE TIME THE PRIZE IS ACCEPTED WILL NOT BE AWARDED.

BY PARTICIPATING IN THE SWEEPSTAKES, ENTRANTS AGREE TO RELEASE AND HOLD HARMLESS EAA, EAA AVIATION FOUNDATION, INC., AND THEIR AFFILIATES, ADVERTISING AND PROMOTIONAL AGENCIES, UND, META PLATFORMS, INC., INSTAGRAM, AND THE RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, DIVISIONS AND AGENTS OF THOSE ENTITIES (THE "PROMOTION PARTIES") FROM AND AGAINST

ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF PARTICIPATION IN THE SWEEPSTAKES OR RECEIPT, POSSESSION, OWNERSHIP OR USE OF ANY PRIZE, INCLUDING PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. EACH ENTRANT FURTHER AGREES THAT IN ANY CAUSE OF ACTION, THE PROMOTION PARTIES' LIABILITY WILL BE LIMITED TO THE COST OF PARTICIPATING IN THE SWEEPSTAKES, AND IN NO EVENT SHALL THE PROMOTION PARTIES BE LIABLE FOR ATTORNEYS' FEES, PUNITIVE, CONSEQUENTIAL, DIRECT OR INDIRECT DAMAGES AND EACH ENTRANT WAIVES THE RIGHT TO CLAIM ANY DAMAGES WHATSOEVER.

Release of Claims (General). Each Entrant agrees to (i) indemnify and hold EAA, UND, Meta Platforms, Inc., Instagram and the Promotion Parties harmless from any and all liability resulting or arising directly or indirectly from the Sweepstakes, and (ii) release all rights to bring any claim, action or proceeding against the EAA, UND, Meta Platforms, Inc., Instagram and the Promotion Parties. Each Entrant hereby acknowledges that the Promotion Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any Prize, including express warranties provided exclusively by any Prize supplier that may accompany a Prize. 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/her involvement with the Sweepstakes and adherence to these Rules, s/he 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 her/him at that time might have materially affected his/her decision to participate in the Sweepstakes. Such Entrants acknowledge and agree that by reason of these Rules, and the release contained in the preceding subsections, s/he 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 or her must have materially affected his or her settlement with the debtor."

Full Release. Notwithstanding such provisions of the California Civil code, this release 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 this waiver is an essential and material term of this release, and without such waiver s/he would not have been permitted to participate in the Sweepstakes 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.

11. **PRIVACY.** All information submitted as part of this Sweepstakes will be treated in accordance with EAA's Privacy Policy (www.eaa.org/eea/privacypolicy). By submitting information in connection with any portion of the Sweepstakes, each Entrant agrees to receive promotional materials from EAA. Entrants may opt-out from receiving EAA's promotional materials in accordance with EAA's Privacy Policy.
12. **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 Sweepstakes 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 Sweepstakes, but in no event attorneys' fees; and (3) **under no circumstances any Entrant be permitted to obtain awards for, and each Entrant hereby waives 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 Sweepstakes, 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. In the event of a dispute as to any entry, the authorized account holder of the Instagram address will be deemed to be the Entrant.

13. **WINNER LIST.** A list of Prize Winners, subject to compliance with the requirements stated herein, will be available from EAA at the Sweepstakes Address. To obtain a list of winners by mail, send a self-addressed, postage paid (except where not required by applicable law), business-size envelope to the Sweepstakes Address "Attn: IG Sweepstakes Winners".
14. **CONSUMER DISCLOSURE.** You have not yet won. Disclosure copies of EAA's IRS Form 990 are available by sending a written request marked "EAA Form 990" to the Sweepstakes Address. Such requests must be received within one hundred twenty (120) days after the conclusion of the Sweepstakes Period.
15. **ADDITIONAL CONDITIONS.** 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 Sweepstakes. 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 Sweepstakes 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 Sweepstakes or by any technical or human errors which may occur in the processing of any entries in this Sweepstakes. Persons found tampering with or abusing any aspect of this Sweepstakes, as solely determined by EAA, will be disqualified and may be subject to prosecution. If for any reason the Sweepstakes is not capable of being conducted as contemplated in the Rules, or if, in the judgment of EAA, the Sweepstakes is compromised by virus, bugs, non-authorized human intervention, computer or software failures, or other causes beyond the control of EAA, which compromises the administration, security, fairness or proper play of the Sweepstakes, EAA reserves the right, in its sole discretion, to discontinue, suspend or terminate or modify the Sweepstakes. In the event of a dispute as to the identity of a winner based on the Instagram account, the winning entry will be declared made by the assigned account holder of the Instagram account submitted at time of entry. "Assigned account holder" is defined as the natural person who is assigned to the Instagram account by Meta Platforms, Inc.
16. **SUPPORTING COMPANY.** The Prizes are provided by EAA with the support of the University of North Dakota, John D. Odegard School of Aerospace Sciences.
17. **VOID WHERE PROHIBITED.** The Sweepstakes is VOID WHERE PROHIBITED.