

**EAA® FOUNDER’S INNOVATION PRIZE**  
**2018-2019 COMPETITION – LOSS OF CONTROL**  
**OFFICIAL RULES**

1. **SPONSOR.** The EAA® Founder’s Innovation Prize competition (the "**Innovation Competition**") and the 2018-2019 EAA Founder’s Innovation Prize competition (the "**2018-2019 Innovation Competition**") are sponsored and administered by Experimental Aircraft Association, Inc. ("**EAA**" or "**Sponsor**"), 3000 Poberezny Road, Oshkosh, WI 54902 (the "**2018-2019 Innovation Competition Address**"). EAA is a tax exempt, charitable organization under I.R.C. §501(c)(3). Participation in the 2018-2019 Innovation Competition constitutes a participant’s agreement to be bound by these Official Rules. There is no fee for entering the 2018-2019 Innovation Competition.
  
2. **GOALS.** The overall goal of the Innovation Competition is to introduce new technology to Experimental Amateur-Built ("**EA-B**") aircraft. The goal of the 2018-2019 Innovation Competition (as described in the Judging Criteria as defined herein) is to inspire new technological and/or training improvements that will help to decrease the fatal in-flight loss of control ("**LOC**") accident rate for EA-B aircraft in the United States by twenty-five percent (25%) within five years and by fifty percent (50%) within ten years after the launch of the Innovation Competition in 2016.
  
3. **CONTESTANTS.** Participants in the 2018-2019 Innovation Competition are referred to as "**Contestants**" and may consist of:
  - a. An individual EAA member (an "**Individual Contestant**"); or
  - b. A team of EAA members (a "**Team Contestant**"); or
  - c. An accredited United States resident college or university (a "**Collegiate Contestant**").
  - d. Contestants must meet the applicable Eligibility Criteria described in Section 9 hereof.
  
4. **CHALLENGE.** Each Contestant will design, develop, and enter a solution to LOC (a "**Solution**") that addresses the Judging Criteria and that recognizes an existing or potential LOC condition ("**Condition**") and provides a means of either increasing situational awareness of the pilot to recognize the Condition, or automatically correcting the Condition, or both, to substantially reduce or preclude fatal in-flight LOC and thus save lives. The Solutions of Collegiate Contestants must be designed and developed by current registered students in good standing of the college or university, working as a team.
  
5. **JUDGING CRITERIA.**
  - a. The Judging Criteria are defined to be the following, with the stated relative weighting percentages for scoring purposes:
    - i. Expected effectiveness in reducing the fatal LOC accident rate for EA-B and General Aviation aircraft in the U.S., including expected breadth of applicability to the EA-B and General Aviation fleet, and Maturity of Solution (meaning that the Solution has a clear and complete concept for widespread implementation), based on the information in the Submissions (as defined herein), and the Judges’ expertise: 80%
    - ii. Expected ease of installation and implementation: 10%
    - iii. Expected low cost: 10%  
100%
  
  - b. The same Judging Criteria will be applied for determination of the Finalists and determination of the Prize Winners and Honorable Mention Contestants, in each

instance using the information in the Submissions and Presentations, as defined herein, and the Judges' expertise.

**6. JUDGES.** EAA will appoint a panel of five (5) Judges to be announced on a date of EAA's choosing. EAA reserves the right, in its sole discretion, to substitute one or more different persons at any time as Judges, and/or modify the number of Judges, in the event of unavailability of any of the originally named persons or for any other reason.

**7. ENTRY.**

- a. The 2018-2019 Innovation Competition entry period (the "**Entry Period**") will begin at 12:01 PM Central Time ("**CT**") on March 21, 2019, and, as further described in this Section 7, will end at 11:59 PM CT on May 31, 2019 (the "**Entry End Date**").
- b. Contestants in the 2018-2019 Innovation Competition must file all entry materials (the "**Submission**") as follows:
  - i. A completed, signed and dated Entry Application ("**Application**"), in the appropriate form included on one of the last two pages of these Official Rules, signed by an Individual Contestant, or by an authorized officer of a Collegiate Contestant. Each member of a Team Contestant must sign a separate Application.
  - ii. A brief description of Contestant's Solution (referred to herein as an "**Abstract**"), consisting of not more than eight hundred (800) words, that conveys the essence of Contestant's Solution but omits full details of technology, training, and/or design, and need not respond to all of the Judging Criteria.
  - iii. A detailed description of the proposed Solution, including an explanation of how the Solution will effectively reduce the fatal LOC accident rate, and addressing how the Solution meets each of the Judging Criteria. The detailed description must include the following:
    - A. A self-evaluation by the Contestant of his Solution, according to the following matrix: (All uses of masculine pronouns in these Rules shall include feminine, collective, or neutral, as the context may require.)

Judging Criterion	1. Acceptable	2-3. Valuable	4-5. Outstanding
Expected effectiveness in reducing fatal LOC accident rate	Minor reduction in fatal LOC occurrence expected with this Solution in limited scenarios.	Expect moderate reduction in fatal LOC occurrence with this solution in some scenarios.	Highly likely to reduce fatal LOC occurrence significantly in most scenarios.
Expected ease of installation and implementation	Installation and implementation is complex and requires in-depth technical capability.	Correct installation requires some effort to perform correctly with specific technical skills.	Correct installation is simple and within the capabilities of average pilots and aircraft owners.
Expected low cost	Cost to implement the solution is a significant percentage of the average GA aircraft hull value.	Implementation cost is moderate relative to the value of an average GA hull.	Low cost to implement.

The Contestant should give the Solution a score of 1, 2, 3, 4, or 5 for each of the Judging Criteria, and add a few words to explain or support the score in each case. This requirement is intended to help

- the Judges to focus on the most significant benefits of the Solution, in the opinion of the Contestant.
- B. A Word (or equivalent) document consisting of forty (40) pages or less (with font size not smaller than twelve (12) point), including not more than ten (10) pages of graphs, charts, drawings and/or other illustrations;
  - C. A one-page summary of the Solution (the “**Summary**”), which very briefly describes the Solution. This Summary is primarily for the benefit of the non-expert members of the audience at the Finals, and *will not be considered in the judging of Submissions.*
- iv. The detailed description may include any or all of the following:
    - A. A PowerPoint (or equivalent) consisting of not more than ten (10) slides;
    - B. A video of five (5) minutes or less.
  - v. Any Individual Contestant, or member of a Team Contestant, who has not reached the legal age of majority in his State or Province of residence, as of the date of his Application, must have his parent or legal guardian sign the Application on his behalf.
  - vi. For Team Contestants, the Applications must identify the name, telephone number and e-mail address of the Team member who is designated as the Project Lead. The Project Lead must remain a permanent member of the Team Contestant, except in cases of actual incapacity or impossibility, in EAA’s sole judgment, in which cases the other members of the Team Contestant will choose a new Project Lead and so advise EAA in writing.
  - vii. For Collegiate Contestants, the Application must identify a current faculty member who is designated as the student team “**Mentor**”, and all members of the college or university’s team of students.
  - viii. Submissions may be submitted to the 2018-2019 Innovation Competition Address by Certified or Registered Mail, Return Receipt Requested; or by recognized national or international courier service; or by e-mail addressed to [foundersinnovationprize@eaa.org](mailto:foundersinnovationprize@eaa.org).
  - ix. Filing of Submissions occurs when the Submission is delivered to the U.S. Postal Service or Canada Post (as evidenced by the postmark), or delivered to a recognized national or international commercial courier service (as evidenced by the courier service’s written receipt), or sent by e-mail (as evidenced by the date and time shown on the e-mail message). Filing of signed Application (or all Applications in the case of a Team Contestant), Abstract, and detailed description must be made at one time and in one package. All Submissions must be filed and delivered by the following deadlines:
    - A. The complete Submission package must be postmarked, or delivered to a national commercial courier, or sent by e-mail, by 11:59 PM CT, on the Entry End Date.
    - B. The Submission package must be received by EAA by 5:00 PM CT, June 14, 2019. Submissions will be deemed received when actually received by EAA, as evidenced by a written receipt or by written confirmation by the delivery service or, for e-mailed Applications, by the time and date of delivery as shown on a copy of an e-mail message in EAA’s e-mail records. EAA will endeavor to acknowledge receipt of Submissions within ten (10) business days of receipt.
    - C. Only Contestants whose Submissions are filed and received in accordance with both of the above deadlines (in Sub-sections 7.b.ix.A and 7.b.ix.B) will be considered. Minor clerical errors or omissions in

the Application only may be corrected promptly after receipt, in EAA's sole discretion, provided that the full Submission has been received in accordance with both of said deadlines.

- D. Early filing before the Entry End Date is encouraged (but will not add any benefit in the Judges' scoring).
- c. All Submissions become the property of EAA, although EAA disclaims any ownership of intellectual property rights in any Submission. Contestants agree to be bound by the decisions of the Judges and EAA with respect to the 2018-2019 Innovation Competition, and such decisions shall be final. EAA reserves the right to interpret these rules and all Contestants agree to be bound by such interpretations. EAA reserves the right to disqualify any Contestant who tampers or attempts to tamper with the entry procedure or the 2018-2019 Innovation Competition or violates these Official Rules.
- d. Solutions may improve on existing technology, but may not copy existing technology without making improvements related to some or all of the Judging Criteria.
- e. Persons may not enter as an Individual Contestant, or participate as a member of a Team Contestant, or be a member of the student team of a Collegiate Contestant, in more than one Submission.

## 8. SELECTION OF PRIZE WINNERS.

- a. The Judges will carefully consider all Contestants' Submissions based on the Judging Criteria, as they determine in their sole discretion, and not subject to disclosure to, or review by, any Contestant or other person. Such decisions will be final.
- b. The Judges will determine and announce a short list of up to five (5) Finalists (as defined herein) not later than July 15, 2019 (subject to delays caused by unavailability of Contestants to receive notices or participate in the Presentation, as described herein). "**Finalists**" will be the five (5) Contestants with the highest scores under the Judging Criteria who appear to meet the Eligibility Criteria. The Judges may also select up to two (2) Honorable Mention Contestants. EAA will notify Individual Contestant Finalists and Honorable Mention, and the Primary Contact Person for Team Contestant Finalists and Honorable Mention, and the Mentor for Collegiate Contestant Finalists and Honorable Mention, by telephone or e-mail, and will publicly announce the Finalists and Honorable Mention when all Finalists and Honorable Mention have been notified. If any Finalist is unable or unwilling to participate in the Presentations (as defined herein) such Finalist must promptly so notify EAA, and EAA may then notify the next-ranking Contestant that he is a Finalist and issue an appropriate announcement.
  - i. All Contestants must be available to receive notices at the telephone, street address and email address listed in their Applications (which may be amended promptly in writing if any such contact information changes) at least until July 23, 2019.
  - ii. If EAA is unable to contact any Contestant for such notification after reasonable diligence, EAA may in its sole judgment, after consultation with the Judges, disqualify said Contestant as a Finalist and notify the next-ranking Contestant that he is a Finalist.
- c. The Finalists will individually present their entries to the Judges in a public forum at EAA<sup>®</sup> AirVenture<sup>®</sup> Oshkosh<sup>™</sup> 2019, beginning at 7:00 PM CT, on July 23, 2019, at the Theater In The Woods on the AirVenture grounds at 3000 Poberezny Road, Oshkosh, Wisconsin. (An alternative venue on the AirVenture grounds may be named by EAA in its sole discretion if Theater In The Woods is unavailable, or for any other reason.) The Finalists will make presentations ("**Presentations**"), using such working models, representations, media, and other materials (collectively, "**Presentation Materials**") as each Finalist determines, and then will respond to the Judges' questions and comments. Individual Contestants

must appear in person. Team Contestant Finalists must be represented in person by at least one (1) Team member and a maximum of five (5) additional Team members, if applicable. Collegiate Contestants must be represented by at least one (1) member of the student team and a maximum of five (5) additional members of the student team, and the Mentor must be present but not participate in the Presentation. Finalists must use an EAA computer running on a Windows operating system for their presentations. Each Finalist's Presentation will last no longer than seven (7) minutes, and each Finalist's question and answer period will last no longer than ten (10) minutes. Contestants agree to attend and participate in the Presentation and question & answer period if named as a Finalist, and acknowledge that failure to do so will result in Contestant's disqualification from the 2018-2019 Innovation Competition.

- d. EAA will provide to each Finalist :
  - i. One weekly AirVenture wristband per Individual Contestant or member of a Team contestant, or Mentor and members of the student team of a Collegiate Contestant, up to a maximum of six (6) wristbands per Contestant.
  - ii. One local hotel room, double occupancy, per Individual Contestant or pair of members of a Team contestant, or Mentor and members of the student team of a Collegiate Contestant, up to a maximum of three (3) rooms per Contestant, for each of July 22, 23, & 24, 2019.
  - iii. Finalists may choose not to accept the weekly wristband and/or hotel room. No substitutions will be made if a finalist chooses not to accept the above accommodations.
- e. The Judges will announce their selection of the Grand, Second and Third Prize winners at Theater in The Woods (or alternative venue if selected) promptly after the Contestants' Presentations and question and answer periods have been completed and the Judges have completed their final scoring. In making such selection, the Judges will use the Judging Criteria as defined herein.
- f. EAA reserves the right to reschedule the Entry End Date and selection dates, to reduce the number of Prizes, or to extend or cancel the 2018-2019 Innovation Competition, if in the Judges' and EAA's sole judgment the Submissions received are not sufficiently meritorious under the Judging Criteria to justify awarding some or all of the Prizes.

## **9. ELIGIBILITY CRITERIA.**

- a. Each Individual Contestant, and all members of Team Contestants, and student team members of Collegiate Contestants, must include the creator (or all creators) of the Solution.
- b. Each Individual Contestant, and all members of Team Contestants, must include all owners of any intellectual property rights in the Solution. Collegiate Contestants, and not members of their respective student teams, must own all intellectual property rights in the Solution.
- c. All Individual Contestants and all members of Team Contestants must be current EAA members as of the Entry End Date, and also must be legal residents of one of the fifty (50) United States or the District of Columbia (excluding Puerto Rico and all other territories) or one of the ten (10) Provinces of Canada (excluding the province of Québec).
- d. The Mentor of a Collegiate Team must be a current EAA member as of the Entry End Date, but need not be a resident of the United States. Collegiate Contestants need not be EAA members, but must be resident in the United States; foreign branches or campuses of U.S resident colleges and universities are not eligible to be Collegiate Contestants. Members of the student teams of Collegiate Contestants are not required to be members of EAA or U.S. residents. Teaching assistants who are students at a college or university may be members of its student team but may not be its Mentor.

- e. Individuals who are a Judge, or are an employee, officer or director of EAA, or its affiliates (including for purposes of these Rules: EAA Aviation Foundation, Inc.; International Aerobatic Club, Inc.; EAA Vintage Aircraft Association, Inc.; and EAA Warbirds of America, Inc.), advertising or promotional agencies, or involved in the development or execution of the 2018-2019 Innovation Competition, or an immediate family member of or household resident with any such person, are ineligible to enter or win.
- f. The Judges will in good faith determine how to address and minimize real or apparent conflicts of interest arising from possible relationships with Contestants, and the decision of the Judges in such matters will be final. EAA reserves the right to confirm the eligibility of all Contestants, and EAA's decision in such matters will be final.

**10. PRIZES.** After applicable verification and subject to compliance with these Official Rules, the following prizes will be awarded:

One Grand Prize: Twenty-five Thousand Dollars (\$25,000), payable by EAA to the Grand Prize winner as determined by the Judges in the 2018-2019 Innovation Competition, by check, wire, or ACH transfer, in EAA's sole discretion.

One Second Prize. Ten Thousand Dollars (\$10,000), payable by EAA to the Second Prize winner as determined by the Judges in the 2018-2019 Innovation Competition, by check, wire, or ACH transfer, in EAA's sole discretion.

One Third Prize. Five Thousand Dollars (\$5,000), payable by EAA to the Third Prize winner as determined by the Judges in the 2018-2019 Innovation Competition, by check, wire, or ACH transfer, in EAA's sole discretion.

Fourth and Fifth place winners and Honorable Mention Contestants will not receive monetary prize awards.

All Prizes are stated in U.S. Dollars. All of the Prizes will be drawn from EAA funds (which may have been contributed by one or more sponsors), and will be delivered to the Prize winners no later than August 16, 2019. Limit one (1) Prize per Individual Contestant or Team Contestant or Collegiate Contestant in this 2018-2019 Innovation Competition (each prize in the 2018-2019 Innovation Competition is referred to as a "Prize"). All Prizes may be delivered at Oshkosh, Wisconsin, or to the Prize Winner at the place of his residence. Prizes awarded to Team Contestants will be in the names of all members of the Team Contestant and will be delivered to the Primary Contact Person named in the Application. EAA is required to withhold applicable federal income taxes from US winners of Prizes valued at more than Five Thousand Dollars (\$5,000).

**11. INTELLECTUAL PROPERTY RIGHTS.**

**Each Contestant will be responsible for taking any and all actions that he deems to be necessary in order to protect his intellectual property rights prior to filing a Submission with EAA. Such actions may include, without limitation, consulting with a patent attorney and filing patent applications under U.S. and/or foreign patent laws. These Rules do not require any such actions. EAA disclaims any responsibility to take any action to protect any Contestant's intellectual property rights.**

EAA does not intend to take, through any mechanism, any ownership stake in any intellectual property related to Contestant materials submitted in relation to the 2018-2019 Innovation Competition. EAA and the Judges will treat the contents of all Submissions as confidential

information until the date of the Presentation. For the purposes of these Rules, confidential information does not include any information which: (a) is generally available to the public or becomes generally known to the public through no act or omission of EAA; (b) is disclosed to EAA by third parties who are not subject to confidentiality obligations; (c) is already in the lawful or rightful possession of EAA prior to receipt of the confidential information; or (d) is developed independently by EAA without use of the confidential information.

By entering the 2018-2019 Innovation Competition;

- a. Contestant (which for the purposes of Sections 11, 12, 13, 14, and 15 of these Rules includes each member of a Team Contestant) agrees that EAA has no duty of confidentiality, except as explicitly stated in these Rules, with respect to Contestant materials submitted in relation to the 2018-2019 Innovation Competition, and Contestant acknowledges that the filing of a Submission, and participation in the public Presentation, may individually or collectively be deemed to be publication of his invention;
- b. Contestant agrees that, after the date of the Presentation, EAA may publicly disclose and reproduce any part or all of all Contestants' Submissions, and any Presentation Materials, whether made public during the Presentation or not.
- c. **Contestant agrees that, if Contestant becomes a Finalist or Honorable Mention Contestant, Contestant will not enforce any worldwide intellectual property rights that he owns or controls in his Solution ("Rights"), against any person who uses said Solution for his personal use on his EA-B aircraft while such person is an EAA Member at any time during the period August 1, 2019 – July 31, 2029. This condition shall be binding on Contestant's successors in interest in said Rights, and shall be included in any license, sale, or other complete or partial transfer of any of said Rights.**
- d. Contestant irrevocably waives any moral rights in materials submitted in relation to the 2018-2019 Innovation Competition.
- e. Contestant agrees that EAA may use his name, city of residence, image and likeness in publications and promotional materials. EAA agrees that Contestant may use EAA's name in publications in relation to Contestant's participation in the 2018-2019 Innovation Competition; however, Contestant is not authorized to use any EAA logo, nor to state or imply that EAA approves or endorses Contestant or Contestant's Solution.
- f. Contestant agrees that EAA may photograph and/or create videos, motion pictures and/or other visual or audiovisual works of all or any part of the Presentations and question and answer periods and awarding of Prizes (collectively, the "Images") and to use, re-use, publish and re-publish, display, perform and reproduce the Images in whole or in part, with or without alteration or modification, without Contestant's inspection or approval, individually or in conjunction with other photographs, pictures, motion pictures, audio works, audiovisual works, representations, images, likenesses, captions, text, or other matter for use in any or all manner and in any or all media, whether now known or later invented, in any geographic territory, channel of trade or market, in connection with EAA's activities, programs, publications and publicity. Contestant acknowledges and agrees that Contestant does not have any interest (whether under copyright or otherwise) in any of the Images or any works created using the Images.

**12. NOTIFICATION OF PRIZE WINNERS.** The Judges will announce their selection of the Grand, Second and Third Prize winners at Theater in The Woods promptly after the Contestants' presentations and question and answer periods have been completed and the Judges have completed their final scoring. Except where prohibited by law, each Prize Winner grants to EAA the right to use his name, photograph, voice, likeness and city of residence for purposes of advertising or promoting and publicizing the efforts and activities of EAA and the 2018-2019

Innovation Competition without further consideration, and to release his name to persons requesting the names of the winners of the 2018-2019 Innovation Competition. Non-compliance may result in disqualification and selection of an alternate winner.

### **13. RELEASE AND LIMITATIONS OF LIABILITY.**

BY PARTICIPATING IN THE INNOVATION COMPETITION, CONTESTANTS AGREE TO RELEASE AND HOLD HARMLESS EAA, EAA AVIATION FOUNDATION, INC., AND THEIR AFFILIATES, ADVERTISING AND PROMOTIONAL AGENCIES, THE JUDGES, AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (THE “**PROMOTION PARTIES**”) FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF THEIR PARTICIPATION IN THE INNOVATION COMPETITION, INCLUDING WITHOUT LIMITATION ANY CLAIM OR CAUSE OF ACTION ARISING DIRECTLY OR INDIRECTLY FROM PERSONAL INJURIES OR PROPERTY DAMAGE INCURRED IN CONNECTION WITH CREATING OR TESTING ANY ELEMENT, MODEL OR OTHER EMBODIMENT OF ALL OR ANY PART OF CONTESTANT’S SOLUTION. EACH CONTESTANT FURTHER AGREES THAT IN ANY CAUSE OF ACTION, THE PROMOTION PARTIES’ LIABILITY WILL BE LIMITED TO THE COST OF PARTICIPATING IN THE PROMOTION, AND IN NO EVENT SHALL THE PROMOTION PARTIES BE LIABLE FOR ATTORNEYS’ FEES, PUNITIVE, CONSEQUENTIAL, DIRECT OR INDIRECT DAMAGES, AND EACH PARTICIPANT WAIVES THE RIGHT TO CLAIM ANY DAMAGES WHATSOEVER.

**Release of Claims (General).** Each Contestant 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 participation in the 2018-2019 Innovation Competition, 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 Contestant acknowledges that there is a possibility that, subsequent to his involvement with the 2018-2019 Innovation Competition and adherence to these Official Rules, he may discover facts or incur or suffer claims which were unknown or unsuspected at the time of agreeing to these Official Rules, and which if known by him at that time might have materially affected his decision to participate in the 2018-2019 Innovation Competition. Such Contestants acknowledge and agree that by reason of these Official Rules, and the release contained in the preceding subsections, he is assuming any risk of such unknown facts and such unknown and unsuspected claims. Such Contestants acknowledge that they have read these Official 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, this release shall constitute a full release in accordance with its terms. Such Contestants 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 he would not have been permitted to participate in the 2018-2019 Innovation Competition or compete for or receive a Prize. Such Contestants acknowledge and understand the significance and consequence of this release and of this specific waiver of such laws.

**FEDERAL AVIATION REGULATIONS.** Each Contestant will be responsible for ensuring his compliance with all applicable Federal Aviation Regulations, and agrees to indemnify and hold EAA and the Promotion Parties harmless from any and all liability resulting or arising directly or

indirectly from any lack or failure or defect in such compliance.

- 14. PRIVACY:** By submitting information in connection with any portion of the 2018-2019 Innovation Competition, each Contestant 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](http://www.eaa.org)).
- 15. DISPUTES.** Except where prohibited, each Contestant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this 2018-2019 Innovation Competition 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 2018-2019 Innovation Competition, but in no event attorneys' fees; and (3) **under no circumstances will Contestants be permitted to obtain awards for, and Contestants 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 Official Rules, or the rights and obligations of the Contestant and EAA in connection with the 2018-2019 Innovation Competition, 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.
- 16. WINNER LIST.** A list of Prize Winners, subject to compliance with the requirements stated herein, will be available from EAA at the 2018-2019 Innovation Competition Address. To obtain a list of winners by mail, send a self-addressed, postage paid (Canadian residents may include an International Reply Coupon in lieu of a United States Postal Service stamp; VT residents mailing from VT may omit return envelope postage), business-size envelope to the 2018-2019 Innovation Competition Address "Attn: 2018-2019 Innovation Competition Winners" or visit [www.eaa.org/Prize](http://www.eaa.org/Prize).
- 17. 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 2018-2019 Innovation Competition address.
- 18. ADDITIONAL CONDITIONS AND INFORMATION.** 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 2018-2019 Innovation Competition. 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 2018-2019 Innovation Competition 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 2018-2019 Innovation Competition or by any technical or human errors which may occur in the processing of any entries in this 2018-2019 Innovation Competition. Persons found tampering with or abusing any aspect of this 2018-2019 Innovation Competition, as

solely determined by EAA, will be disqualified and may be subject to prosecution. If for any reason the 2018-2019 Innovation Competition is not capable of being conducted as contemplated in the Official Rules, or if, in the judgment of EAA, the 2018-2019 Innovation Competition 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 2018-2019 Innovation Competition, EAA reserves the right, in its sole discretion, to discontinue, suspend or terminate or modify the 2018-2019 Innovation Competition. To obtain a copy of these rules by mail, send a self-addressed, postage paid (Canadian residents may include an International Reply Coupon in lieu of a United States Postal Service stamp; VT residents mailing from VT may omit return envelope postage), business-size envelope to the 2018-2019 Innovation Competition Address.

**VOID WHERE PROHIBITED.** The 2018-2019 Innovation Competition is VOID WHERE PROHIBITED.



