

2018 EAA® SWEEPSTAKES OFFICIAL RULES

NO PURCHASE OR DONATION NECESSARY TO ENTER OR WIN.

A PURCHASE OR DONATION WILL NOT IMPROVE YOUR CHANCES OF WINNING

- 1. SPONSOR:** The 2018 EAA® Sweepstakes (the "**Sweepstakes**") is sponsored and administered by Experimental Aircraft Association, Inc. ("**EAA**"), P.O. Box 3117, Oshkosh, WI 54903-3117 (the "**Sweepstakes Address**"). EAA is a tax exempt, charitable organization under I.R.C. §501(c)(3). Participation in the Sweepstakes constitutes a participant's agreement to be bound by these Official Rules. A purchase or contribution will not improve your chances of winning. Any and all donations support EAA's mission to grow participation in aviation. Donations are always encouraged and welcome, and are tax deductible in the United States to the extent allowed by law. 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. ENTRY:** The Sweepstakes begins at 12:01 a.m. Central Time on November 27, 2017 and the opportunity to enter in person or online ends at 11:59 p.m. Central Time on July 29, 2018 (the "**Entry Period**"). **All entries must be online or in person as described herein. All entries must include, at least: the Entrant's name, address, and either telephone number or e-mail address. Entries that do not contain all of the required information will be discarded.** Entries may be submitted in person or online, as follows: **In Person:** (Note that In Person entries will be made online at an EAA booth or kiosk, using an EAA computer.) Eligible individuals may enter in person by using an EAA computer at EAA's Mobile Marketing Unit ("MMU") at any location where the MMU appears during the Entry Period, or at a Sweepstakes booth or kiosk at the following events: Sun 'n Fun International Fly-In and Expo, Lakeland, FL (April 10-15, 2018); and EAA® AirVenture® Oshkosh™ 2018 ("**AirVenture**"), Oshkosh, WI (July 23-29, 2018) (collectively, "**Sweepstakes Entry Events**"). **Online:** To enter online, eligible entrants may visit www.eaa.org/sweepstakes (the "**Sweepstakes Site**"). **Every submission of the online entry form will result in ten (10) total entries for the eligible entrant. There is a limit of ten (10) total entries in the Sweepstakes by each eligible entrant, regardless of means of entry. If any eligible entrant submits more than ten (10) total entries by any combination of the above-described means of entry, EAA will discard all entries in excess of ten (10).** All entries submitted, whether in person or online, become the property of EAA and will not be acknowledged or returned. Participants agree to be bound by the decisions of the Sweepstakes judges and 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 Official Rules. EAA reserves the right to interpret these Rules and all entrants agree to be bound by such interpretations.

By entering your personal, valid e-mail address online, United States entrants are agreeing to be on the online marketing and advertising list for EAA; this provision does not apply to Canadian entrants. United States entrants may opt out of receiving EAA marketing information by sending EAA an email at privacy@eaa.org.

ELIGIBILITY: The Sweepstakes is open only to legal residents of the fifty (50) United States and the District of Columbia (excluding Puerto Rico and all other territories) and Canada (excluding

the province of Québec) who are of the age of majority in the state or province in which they reside at the time of entry, but in no event less than eighteen (18) years of age. Individuals who are an employee, officer or Director of EAA, or its affiliates, advertising or promotional agencies or involved in the development or execution of the Sweepstakes, or an immediate family member of or household resident with any such person, are ineligible to enter or win.

3. **PRIZES/APPROXIMATE RETAIL VALUE (“ARV”):** After applicable verification and subject to compliance with these Official Rules, the following Prizes will be awarded:

One Grand Prize: One 1941 Piper J3C-65 Cub, S/N 6269, N35303, fully restored by C & D Aviation, LLC. The airplane will be delivered to the Grand Prize winner in Oshkosh, Wisconsin, no later than December 31, 2018 (ARV \$60,000). ARV is stated in U.S. Dollars. Manufacturers of the Grand Prize including components are not endorsing or otherwise affiliated with this Sweepstakes.

Grand Prize will be delivered at Oshkosh, Wisconsin. Grand Prize Winner must take delivery no later than December 31, 2018 or Grand Prize will be forfeited. Expenses related to acceptance, delivery and use of any Prize, including without limitation, any taxes, title, registration, licensing fees and insurance costs, are the sole responsibility of the applicable Prize Winner. No transfer or substitution of the Grand Prize will be permitted except where required by law. If the Grand 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. EAA is required to collect applicable federal income taxes from a US winner of the Grand Prize, since it is valued at more than Five Thousand Dollars (\$5,000).

4. **SWEEPSTAKES DRAWING AND NOTIFICATION OF PRIZE WINNERS:** The Grand 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 12:00 Noon Central Time on August 31, 2018. The random drawing for the Grand Prize will be conducted in a single drawing session. During the drawing session, EAA will draw successive provisional winning entries to be used if a potential Grand Prize winner for any reason does not claim the Prize for which his or her entry was selected, or is determined to be ineligible. The first selected entry will be awarded the Grand Prize, subject to confirmation of eligibility, Prize acceptance and entrant’s compliance with the Official Rules. In the event the Grand Prize is not awarded to such entrant, the process will be repeated with the next selected successive entry, as necessary to award the Grand Prize. The Grand Prize winner need not be present to win. The winner will be notified via Certified U.S. Mail and/or telephone and/or e-mail promptly after the drawing. Such notified person, at his or her sole discretion, may disclaim the Grand Prize by not claiming such Prize or by not completing and returning to EAA, EAA’s Affidavit of Eligibility and Liability and Publicity Release within fourteen (14) days of attempted notification and in such case the Grand Prize will be forfeited. Except where prohibited by law, the Grand Prize Winner further grants to EAA the right to use such Grand Prize Winner’s name, photograph, voice, likeness and city of residence for purposes of advertising or promoting and publicizing the efforts and activities of EAA and the Sweepstakes without further consideration and to release his or her name to persons requesting the name of the Grand Prize winner of the Sweepstakes. Non-compliance or the return of the Grand Prize Winner 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.

5. **RELEASE AND LIMITATIONS OF LIABILITY: PARTICIPANTS ACKNOWLEDGE THAT EAA HAS NEITHER MADE NOR IS 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 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, PARTICIPANTS 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 PARTICIPATION IN THE SWEEPSTAKES OR RECEIPT, POSSESSION, OWNERSHIP OR USE OF ANY PRIZE, INCLUDING PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. EACH PARTICIPANT 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 PARTICIPANT WAIVES THE RIGHT TO CLAIM ANY DAMAGES WHATSOEVER.

Release of Claims (General). Each participant agrees to: (i) indemnify and hold EAA 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 Promotion Parties. All participants hereby acknowledge 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 participant acknowledges that there is a possibility that, subsequent to his/her involvement with the Sweepstakes and adherence to these Official Rules, s/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 her/him at that time might have materially affected his/her decision to participate in the Sweepstakes. Such participants acknowledge and agree that by reason of these Official 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 participants 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 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 participants 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 participants acknowledge and understand the significance and consequence of this release and of this specific waiver of such laws.

6. **PRIVACY:** All information submitted as part of this Sweepstakes will be treated in accordance with EAA’s Privacy Policy (see www.eaa.org).
7. **DISPUTES:** Except where prohibited, each participant 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 will participants be permitted to obtain awards for, and participants 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 participant 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.
8. **GRAND PRIZE WINNER:** The name of the Grand Prize Winner, subject to compliance with the requirements stated herein, will be available from EAA at the Sweepstakes Address. To obtain the name of the Grand Prize winner by mail, send a self-addressed, postage-paid (except where not required by applicable law), business-size envelope to the Sweepstakes Address "Attn: Sweepstakes Grand Prize Winner" or visit www.eaa.org/sweepstakes.
9. **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.
10. **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 correspondence, requests or claims, or for 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 Official 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. Selection of the Grand Prize winner will be based on the eligible entrant's identity, not on an email address. Each entrant may use only a single email address to enter the Sweepstakes. Any use or attempt to use multiple e-mail accounts or other tactics to enter more than the stated limit of entries in this Sweepstakes may result in disqualification, and all associated entries will be void. Any use of robotic, automatic, macro, programmed or like entry methods will void all such entries by such methods, and persons using any like methods will be disqualified.

VOID WHERE PROHIBITED. The Sweepstakes is VOID WHERE PROHIBITED.