

EAA® PILOT YOUR OWN ADVENTURE WRITING CONTEST
SUPPORTED BY FLIGHT OUTFITTERS®
OFFICIAL RULES

1. **Sponsor.** The EAA® Pilot Your Own Adventure Writing Contest (the "**Contest**") is sponsored and administered by Experimental Aircraft Association, Inc. ("**EAA**" or "**Sponsor**"), 3000 Poberezny Road, Oshkosh, WI 54902.
2. **No Purchase Necessary; Acceptance of Rules.** There is no fee for entering the Contest and no purchase is necessary to enter or win. Participation in the Contest by submission of a Story Entry to EAA constitutes Contestant's full and unconditional agreement to, and acceptance of, these Official Rules (the "**Rules**"). The individual that submits the Story Entry for the Contest is referred to herein as the "**Contestant.**"
3. **Description of Contest Theme.** Tell us the true story of how pursuing the dream of flight enabled you to do something that would have otherwise been out of reach. We want to hear how becoming a pilot and getting involved in grassroots aviation made a memorable experience possible for you. How did you pilot your own adventure? Tell us how flying helped you transform from dreamer to doer.
4. **Story Entry Requirements.** Any and all writings and photographs submitted to EAA by Contestant in connection with this Contest constitute the "**Story Entry.**" The Story Entry must meet the following criteria:
 - a. **Non-fiction** – The Story Entry must be a work of non-fiction. Specifically, the Story Entry must be based upon real facts, real events and real people.
 - b. **Word Limit – Story Entry.** The Story Entry must have a minimum of five hundred (500) words and a maximum of one thousand (1,000) words. Hyphenated words will count as one word. The word count does not include words that are in the title of the story or that are in a caption to a photograph. The story must be in English.
 - c. **Photographs.** The Story Entry must include a minimum of two (2) and maximum of eight (8) photographs. Contestant must own all rights to the photographs and have the complete, full, unrestricted and unlimited right to use and submit the photographs as part of the Story Entry, including, without limitation, the right to grant EAA a license to use the photograph(s) in accordance with Section 11, below.
 - d. **Word Limit – Captions.** Captions to photographs are limited to thirty (30) words per caption and one caption per photograph. The number of words used for captions to photographs is not included in the calculation of the number of words for the Story Entry as described in Section 4(b), above.
 - e. **Typed or Handwritten.** The Story Entry and any captions may be written by hand or typed and must be legible, clear and easy to read.
5. **Story Entry Prohibitions.** The Story Entry 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, prior criminal convictions 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 written portion of the Story Entry submission must be the sole, original work of the submitting Contestant. Further, at the time of submission, the submitting Contestant must have, solely and exclusively, all right, title and interest including, but not limited to, the copyright in any Story Entry (including the written submission and the photographs);
 - 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. Includes minor children, unless Contestant is the parent or legal guardian of such minor child;
 - j. Appears to result in any injury or bodily harm; and/or
 - k. Is lewd or inappropriate or offensive or not in keeping with Sponsor's image, including nudity, acts of violence or acts that appear to cause harm or are otherwise objectionable to Sponsor.

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

6. Judging Criteria and Judges.

- a. **Judging Criteria.** All Story Entries submitted during the Contest Period will be judged by Sponsor’s appointed judges using the judging criteria and relative weighting percentages as set forth below (the “**Judging Criteria**”):
 - i. Relevance and adherence to the contest theme 20%
 - ii. Creativity, quality, and originality of Story Entry 40%
 - iii. Quality of photographs and relation to Story Entry 20%
 - iv. Structure, writing quality and style 20%
- b. **Judges.** EAA will appoint a panel of four (4) individuals to judge the Story Entry submissions. EAA reserves the right, in its sole discretion, to substitute one or more different persons at any time as a judge, and/or to modify the total number of judges, in the event of unavailability of any of the originally selected persons or for any other reason.
- c. **Tie.** In the event of a tie, Contestant among the tied Contest entrants with the highest score in Relevance and adherence to the contest theme shall be the winner.

7. Eligibility. Participants in the Contest are referred to as “**Contestants**” and may consist of:

- a. All legal residents of one of the fifty (50) United States or the District of Columbia (excluding Puerto Rico and all other territories) who are at least eighteen (18) years old and the age of majority in the jurisdiction in which he or she resides as of the date of entry in the Contest, excluding the following:
 - i. Individuals who are a judge for the Contest, or are an employee, officer or director of EAA or of any EAA 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.), EAA advertising or promotional agencies, or who are involved in the sponsorship, development or execution of this Contest (including without limitation Norris Products Corporation d/b/a Flight Outfitters®), 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 are not eligible to participate.
- b. Only one Story Entry per person will be accepted in this Contest; all subsequent entries will be disqualified and not considered.
- c. The Story Entry must not have been published previously in the same, or materially same (as determined by the Judges in their sole and absolute discretion), form as submitted for the Contest and Contestant must have and control all rights in the Story Entry so that Contestant can grant the license to use the Story Entry in accordance with Section 11, below.
- d. The Story Entry must be authored by a single person; Any Story Entry that is co-authored will be disqualified and not considered.
- e. Contestant must be the owner of any and all intellectual property rights in the Story Entry.
- f. The Judges will determine, in good faith, 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.

8. Contest Period. The Contest will begin on January 13, 2023 at 8:00 a.m. CST and will end on March 13, 2023 at 5:00 p.m. CDT (the “**Contest Period**”). All entries submitted online or via email must be received by EAA by the end of the Contest Period. All mail-in entries must be postmarked by March 13, 2023 and must be received by EAA on or before March 20, 2023. Sponsor’s designated computer is the official time keeping device for this Contest.

9. How to Enter. To enter, Contestant must complete and submit the entry form, which can be obtained online at www.eaa.org/flightoutfitters or in person at the EAA Aviation Museum™ and, further, must submit a Story Entry in conformance with these Rules. The entry form and Story Entry may be submitted online at www.eaa.org/flightoutfitters or by U.S.P.S. Mail, by Certified or Registered Mail, by recognized national or international courier service addressed to EAA Aviation Center, Attn: AirVenture Writing Contest, P.O. Box 3086, Oshkosh, WI 54903-3086. To inquire about submitting an entry by email, you must contact EAA before March 1, 2023 at editorial@eaa.org. Only Contestants whose Story Entry complies with these Rules and whose submission is received by EAA in accordance with these Rules will be considered.

10. Representations and Warranties of Contestant. Contestant represents and warrants that: (a) Contestant is the sole and exclusive author and owner of, and holds all rights to, the written portion of the Story Entry, which written portion of the Story Entry is Contestant’s own original work; (b) Contestant owns all rights to the photographs submitted and Contestant has the complete, full, unrestricted and unlimited right to use and submit the photographs as part of the Story Entry; (c) Contestant has the full right and authority to submit the Story Entry to EAA in the Contest; and (d) Contestant has the full right and authority to transfer ownership of the Story Entry to EAA. Contestant further represents and warrants that the Story Entry 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. Contestant's submission of the Story Entry is accepted by EAA in express reliance upon these representations and warranties, including, without limitation, the right to grant EAA a license to use the photograph(s) in accordance with Section 11, below.

11. Grant of License to Use Story Entry. Contestant agrees that, simultaneous upon submission of the Story Entry to EAA, Contestant 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 Story Entry worldwide and/or to include, in part or in whole, each Story Entry 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 your Story Entry you irrevocably agree that your name and city and state / province / territory of residence may be used in connection with the permitted use of the rights contemplated by this paragraph. In EAA's sole discretion, anyone appearing in the Story Entry (or the parent/legal guardian of any minors) may be required to execute and return consent forms / releases confirming the representations, warranties and grants of rights contemplated in the Official Rules. Notwithstanding anything to the contrary contained herein, in regard to any Contestant that is not ultimately determined to be a Prize Winner (as that term is defined herein), the license granted by a Contestant pursuant to this Section will automatically, without further notice, revert back to Contestant one (1) day after the Prize Winners are publicly announced.

12. Selection and Announcement of Prize Winners.

- a. Decision is Binding. The Judges will carefully consider all entries submitted by all Contestants in accordance with these Rules based on the Judging Criteria, as they determine in their sole discretion, and no portion of the judging process or scoring shall be subject to disclosure to, or review by, any Contestant or other person. Contestants agree to be bound by the decisions of the Judges and EAA with respect to the Contest, and such decisions shall be final.
- b. Selection, Notification and Announcement. The judges will determine the five (5) winning Story Entries no later than April 14, 2023. If a potential winner is unable or unwilling, for whatever reason, to accept the prize, then EAA reserves the right to award the prize to a different Contestant. 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 winner and award the Prize to the next-ranking winner based upon the Judging Criteria. After all prize winners are notified and have accepted the award of the Prize (the "Prize Winners"), said Prize Winners will be announced, at a minimum, on EAA's website and on social media on or before April 28, 2023.
- c. Interpretation. EAA reserves the right to interpret these rules and all Contestants agree to be bound by such interpretations.
- d. Reschedule; Cancellation. EAA reserves the right to reschedule the Contest Period and any other dates contained in these Rules, to reduce the number of Prizes awarded, or to discontinue, extend, modify or cancel the Contest, if in the Judges' and EAA's sole discretion the entries received are not sufficiently meritorious under the Judging Criteria to justify awarding some or all of the Prizes or if there are any events beyond the control of EAA, including without limitation an insufficient amount of entries received, which make the award of the Prizes impractical or impossible.
- e. Use of Name and Likeness. Except where prohibited by law, each Prize Winner grants to EAA and Flight Outfitters the right to use his or her name, photograph, biographical information, image, voice, likeness and city and state of residence for purposes of advertising or promoting and publicizing the Contest, all future contests, and the efforts and activities of EAA and Flight Outfitters, without further consideration, and to release his or her name to persons requesting the names of the Prize Winners.

13. Prizes. After applicable verification and subject to compliance with these Rules, the following prizes will be awarded (each a "Prize" and collectively the "Prizes"):

- a. **One Grand Prize:** Use of campsite selected by EAA, in its sole discretion, at Camp Scholler in Oshkosh, Wisconsin for eight (8) nights from July 23, 2023 to July 30, 2023 (Value \$672.00); Two (2) weekly adult passes to EAA® AirVenture® Oshkosh™ 2023 (Value \$260.00); One (1) individual, annual membership to EAA for one year (Value \$40.00); Gear and apparel from Flight Outfitters as follows: Airfoil Jacket, Bush Pilot Jacket, Women's Fairbanks Fleece, Lift Bag, Waypoint Backpack, Bush Pilot Rucksack, Seaplane Duffel 40L, Seaplane Duffel 60L, Bush Pilot Flashlight, Deluxe Kneeboard, five (5) Classic T-shirts (to be chosen by winner), four (4) hats (to be chosen by winner), 3-in-1 Flashlight, Pilot Survival Knife, Pilot Headlamp, Travel Tumbler, Coupon code for 25% off one-time purchase at www.flightoutfitters.com (Value \$1,185.00). Grand Prize Winner will also be provided one (1) teardrop camper owned by Flight Outfitters **for use** at the Camp Scholler campsite from July 23, 2023 to July 30, 2023 along with a tailgate canopy, 4 camp chairs, a cooler, 2 outdoor tables and a cornhole set owned by Flight Outfitters **for use** at the Camp Scholler campsite from July 23, 2023 to July 30, 2023. The teardrop camper and other items for use cannot be

moved or removed from the campsite by Winner and is provided only for Winner's use during specified time; ownership of teardrop camper will not be awarded or transferred to Winner as part of Grand Prize (Approx. Rental Value of teardrop camper and other items is \$1,500.00). (Approximate Total Value of Grand Prize: \$3,657.00).

- b. **One Second Prize.** Gear and apparel from Flight Outfitters as follows: Airfoil Jacket, Bush Pilot Rucksack, Bush Pilot Jacket, Bush Pilot Flashlight, Deluxe Kneeboard, one (1) Classic T-shirt (to be chose by winner), One (1) hat (to be chosen by winner), 3-in-1 Flashlight, Coupon code for 20% off one-time purchase at www.flightoutfitters.com (Approximate Total Value of Second Prize: \$675.00).
- c. **One Third Prize.** Gear and apparel from Flight Outfitters as follows: Airfoil Jacket, Waypoint Backpack, Fairbanks Fleece, Deluxe Kneeboard, one (1) Classic T-shirt (to be chosen by winner), one (1) hat (to be chosen by winner), Pilot Headlamp, Coupon code for 15% off one-time purchase at www.flightoutfitters.com (Approximate Total Value of Third Prize: \$530.00).
- d. **One Fourth Prize.** Gear and apparel from Flight Outfitters as follows: Airfoil Jacket, Seaplane Duffel 40L, Seaplane Duffel 60L, one (1) Classic T-shirt (to be chosen by winner), one (1) hat (to be chosen by winner), Coupon code for 15% off one-time purchase at www.flightoutfitters.com (Approximate Total Value of Fourth Prize: \$300.00).
- e. **One Fifth Prize.** Gear and apparel from Flight Outfitters as follows : Airfoil Jacket, Lift Mini Flight Bag, one (1) Classic T-shirt (to be chosen by winner), one (1) hat (to be chosen by winner), Coupon code for 15% off one-time purchase at www.flightoutfitters.com (Approximate Total Value of Fifth Prize: \$250.00).

No substitutions will be made if a Winner chooses not to accept the above Prize awarded or a portion of the above Prize awarded. All Prizes are stated in U.S. Dollars. Limit one (1) Prize per Contestant. The Grand Prize will be awarded and delivered to the Prize Winner on July 23, 2023 at EAA AirVenture Oshkosh. All other Prizes awarded will be delivered to the mailing address specified by Contestant in the entry form. Income and all other taxes associated with any Prize are the responsibility of the Prize Winner. EAA is not responsible for any expenses incurred in connection with Contestant's participation in the Contest or receipt or use of any Prize. Non-compliance or the return of any Prize related communications as undeliverable may result in disqualification and selection of an alternate winner.

14. Selection of Prizes by Prize Winners; Conditions for Award of Grand Prize: The Prize Winner with the highest score based upon the Judging Criteria shall have the opportunity to select one of the above listed Prizes. The next-ranking Prize Winner, with the next highest score, shall have the opportunity to select one of the remaining Prizes, excluding any and all Prizes selected by, and awarded to, a Prize Winner with a higher score. This process will repeat itself until all Prizes have been claimed and awarded. In order to be awarded the Grand Prize, the winner selecting the Grand Prize must agree to be present in Oshkosh, Wisconsin from July 23, 2023 to July 30, 2023 and must agree to attend EAA AirVenture Oshkosh in 2023. The winner selecting the Grand Prize must also sign an agreement to waive liability, assume risk and indemnify EAA and/or Flight Outfitters in relation to the use of the Camp Scholler campsite and the use of the teardrop camper.

15. Conditions for Award of Prizes. 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) and must complete all U.S. Internal Revenue Service ("IRS") and similar forms requested by EAA prior to delivery of the Prize. In addition, each Winner may be required, by notice from EAA, to complete and return an affidavit of eligibility, liability and publicity release.

16. RELEASE AND LIMITATIONS OF LIABILITY. BY PARTICIPATING IN THE CONTEST, CONTESTANTS AGREE TO RELEASE AND HOLD HARMLESS EAA, EAA AVIATION FOUNDATION, INC., AND THEIR AFFILIATES, ADVERTISING AND PROMOTIONAL AGENCIES (INCLUDING WITHOUT LIMITATION FLIGHT OUTFITTERS), 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 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 Contestant agrees to: (a) 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 Contest, and (b) 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 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 at that time might have materially affected his decision to participate in the Contest. Such Contestants 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 Contestants 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, 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 or she would not have been permitted to participate in the Contest 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.

17. Privacy: By submitting information in connection with any portion of the Contest, 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).

18. Disputes. Except where prohibited, each Contestant agrees that: (a) 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; (b) 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 (c) **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 Rules, or the rights and obligations of Contestant 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.

19. Winner List. A list of Prize Winners, subject to compliance with the requirements stated herein, will be available from EAA at its address listed herein. To obtain a list of winners by mail, send a self-addressed, postage paid (VT residents mailing from VT may omit return envelope postage), business-size envelope to EAA, "Attn: 2023 AirVenture Writing Contest Winners", at the address stated in the introductory paragraph, above, or visit www.eaa.org/flightoutfitters.

20. 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: 2023 AirVenture Writing Contest Rules", at the address stated in the introductory paragraph, above.

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

22. Supporting Company. The Prizes are provided with the support of Norris Products Corporation d/b/a Flight Outfitters, Cincinnati, Ohio.