Contest Rules

In order to enter the 2021 EAA® WomenVenture™ T-Shirt Design Contest (the "Contest") sponsored by the Experimental Aircraft Association, Inc. ("EAA"), you, either on your own behalf or on behalf of a minor child for whom you have authority to act, (the "Entrant"), hereby agree to the following terms and conditions (the "Rules"):

- 1. <u>Eligibility</u>. The contest is open to all individuals who are at least 15 years old at the time the Contest Period concludes, however, EAA employees, directors and officers, and the household members (related or non-related) and immediate family members (parents, siblings, children, spouses, life partners) of EAA employees, directors and officers are not eligible to participate. Participation in the contest by submission of the Design to EAA constitutes entrant's full and unconditional agreement to, and acceptance of, the Rules. There is no limit to the number of entries an eligible entrant can submit during the Contest Period.
- **2.** <u>Design Requirements.</u> Any and all designs and artwork submitted to EAA by Entrant (the "Design") for this Contest must meet the following criteria:
 - A. It must use only one color and must be visible against the color of this year's shirt, which is navy frost.
 - B. It must follow the provided template for correct EAA® WomenVenture™ and EAA logo placement.
 - C. It must be provided to EAA in one of the following formats: PSD (Photoshop), AI (Adobe Illustrator), .jpeg, .png, .eps or .pdf. Hard copies or paper submissions will not be accepted.
 - D. It must be an original, unpublished work and design which does not contain, incorporate or otherwise use, in part or in whole, any content, material or element that is owned by, or licensed for use to, any third party or entity.
 - E. It cannot contain any content, element, image, language or material that violates a third party's publicity, privacy or intellectual property rights.
 - F. It cannot be the subject of any actual or threatened litigation or claim.
- 3. Ownership of Design. Entrant agrees that, upon submission of the Design to EAA, all of Entrant's ownership rights in the Design shall be irrevocably transferred to EAA. By transferring ownership of the Design to EAA, Entrant understands and acknowledges that EAA will have the exclusive right, in perpetuity, to use, reproduce, modify, publish, market, distribute, license and transfer ownership of the Design and, except as otherwise expressly stated herein, without any further or future recognition of Entrant. Upon submission of the Design to EAA, Entrant waives any and all future rights Entrant has in the Design, or any of its parts.
- **4.** <u>Contest Period.</u> The Contest will begin on October 1, 2020 at 12:00 p.m. CDT and will end on November 1, 2020 at 11:59 p.m. CST (the "Contest Period"). All dates are subject to change at discretion of EAA.
- 5. <u>How to Enter</u>. To enter, Entrant must complete the entry form at www.EAA.org/WomenVenture and upload a Design in conformance with these Rules and in the manner as instructed on www.EAA.org/WomenVenture. No purchase is necessary to enter or win.
- **6.** <u>Selection and Announcement of Winner</u>. The winning design will be selected by EAA, in EAA's sole discretion, on or around December 1, 2020 and the decision of EAA is final and binding. If a potential winner is unable, for whatever reason, to accept the prize, then EAA reserves the right to award the prize to a different entrant. The winner will be announced on EAA's website and social media on December 3, 2020.
- 7. Prizes. The winner shall receive: (a) two (2) free admissions to EAA® AirVenture® Oshkosh™ 2021 on Wednesday, July 28, 2021; (b) two (2) free admissions to the WomenVenture Power Lunch on Wednesday, July 28, 2021, during which time winner will be recognized; and (c) two (2) free T-shirts with the winning design.
- 8. Representations and Warranties of Entrant. Entrant represents and warrants that the Design, and any and all portions of the Design, are Entrant's own original work and, as such: (a) Entrant is the sole and exclusive owner of, and holds all rights to, the Design; (b) Entrant has the full right and authority to submit the Design to EAA in the Contest; and (c) Entrant has the full right and authority to transfer ownership of the Design to EAA. Entrant further represents and warrants that the Design does not: (a) infringe upon, or violate, any third-party's rights, including intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, trade names, industrial designs, patent, trade secret, privacy, publicity or confidentiality obligations; or (b) otherwise violate any applicable state, federal, or local law. Entrant's submission of the Design is accepted by EAA in express reliance upon these representations and warranties.
- 9. Indemnification by Entrant. As consideration for Entrant's participation in the Contest, Entrant agrees that, to the maximum extent permitted by law, Entrant shall, at its own expense, defend, protect, indemnify and hold EAA and its affiliates (which for the purposes of these Rules includes without limitation EAA Aviation Foundation, Inc.), officers, directors, representatives, agents, volunteers, members, chapters, attorneys, employees, successors, agents and assigns harmless from and against any and all claims, demands, suits, actions, proceedings, expenses, fines, damages, losses, judgments, liabilities and costs (including without limitation reasonable attorneys' fees and costs) arising out of: (i) any design or other material uploaded or otherwise submitted or provided to EAA by Entrant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any third party or defames any person or violates their rights of publicity or privacy; (ii) any misrepresentation made by Entrant in connection with the Design or the Contest; (iii) any non-compliance by Entrant with these Rules; (iv) claims brought by any third parties arising from or related to the Design or Entrant's involvement with the Contest; or (v) any typographical or other error in the printing, offering or announcement of any prize or winners in relation to the entry and participation in the Contest by Entrant.
- **10.** Right to Cancel, Modify or Suspend: If for any reason, whatsoever, the Contest is not capable of running as planned, EAA reserves the right, in its sole discretion to cancel, modify or suspend the Contest.