

Big Q Aviation

Flight Training Scholarship Submission Form 2011

in memory of Mary Williams

Name : _____

Address: _____

Date of Birth: _____ Phone Number: _____

Email: _____

Name of Parent or Legal Guardian: _____

I _____ *(clearly print your name here)* have read the Big Q Aviation
**Flight Training Scholarship 2011 rules and agree to abide by
them.**

Signed, _____
(your signature here)

on this date, _____
(date here)

Big Q Aviation

Flight Training Scholarship Rules 2011

in memory of Mary Williams

- 1. ELIGIBILITY:** The Big Q Aviation Flight Training Scholarship for 2011 is open only to those legal residents of Midlothian or Waxahachie, Texas who are at least thirteen (13) years of age and have not yet reached their seventeenth (17th) birthday at the time of application.
- 2. HOW TO ENTER:** To enter, beginning February 15, 2011, between the hours of 9:00 am and 5:00 pm Central Daylight Time submit a complete scholarship application along with a completed application form (available to download from the Big Q Aviation website) to Big Q Aviation, Midway Airport, 131 Airport Drive, Midlothian, Texas no later than April 5, 2011 at 4:59 pm Central Daylight Time. Application submissions will be accepted by Big Q Aviation, or by Southern Star Aviation at the same address. Limit one (1) application per person. Applications may be made in the form of an art project, a science project, shop project or a written essay, or any combination of these. The application will address one or more of the following topics: aviation, weather, soaring, personal growth. Application projects are not to exceed a weight of 150 pounds. Responses that are obscene, libelous or otherwise objectionable will be disqualified. All applications become the property of the sponsor and may not be returned. Sponsor assumes no responsibility for lost, late, misdirected, or unintelligible entries. By submitting an application, you fully and unconditionally accept and agree to these rules and the decisions of the sponsor, which are final and binding.
- 3. SELECTION OF AWARDEES:** Sponsor is looking for eligible applicants who submit applications that are well prepared, as well as applications that clearly and creatively address the topics outlined in Section 2. On or about April 20, 2011, a panel of judges will select five (5) awardees based on the criteria of creativity (25%), originality (25%), presentation (25%), and overall excellence (25%). Sponsor will select at least five (5) of the submissions as the finalist applications. The finalists will be notified by e-mail or by telephone. Sponsor reserves the right to choose fewer than five scholarship recipients if, in its sole discretion, it does not receive a sufficient number of eligible and qualified applications. Applications or portions of the applications may be posted on the sponsor's website, or displayed in local businesses.
- 4. SCHOLARSHIP AWARDS:** One scholarship will be awarded to the highest scoring finalist for flight training in either a glider or an airplane through the solo phase or the equivalent training not to exceed the amount of two thousand dollars (\$2000.00). The remaining four finalists will receive an honorable mention and will be awarded an introductory lesson in a glider or an airplane the equivalent training not to exceed the amount of one hundred dollars (\$100.00). Scholarship awards may not be assigned, transferred, or changed, except at the sole discretion of sponsor. No cash equivalents will be awarded. The awarding of any scholarship is contingent upon full compliance with these rules. Applicants agree to be bound by the rules and agree that if any scholarship recipient fails to provide proof of identity, is found to have violated the rules or otherwise does not meet eligibility criteria, scholarship will be forfeited and the applicant who submitted the application with the next highest score will become an alternate potential scholarship recipient. Applicants understand that sponsor is not liable for injuries, losses or damages of any kind arising from participation in this scholarship program and acceptance, possession and use of scholarship award. Sponsor is not responsible for any typographical or

other error in the printing of the offer, administration of the scholarship program or in the announcement of the scholarship award.

5. PRIVACY: By submitting an application, you acknowledge that the sponsor may use and/or display the application as inspiration to others interested in flying.

6. PUBLICITY: Except where prohibited, by accepting a scholarship award, the scholarship recipients agree that sponsor may, without any limitation or further compensation or notice, use his or her name and project in any and all media for the purpose of advertising and promoting aviation training, the sponsor, the scholarship program, and/or aviation in general.

7. OWNERSHIP: By submitting an application, you acknowledge and agree that: (a) sponsor will own your application. Sponsor will own all publishing rights in and to the application and the written response submission. Each applicant hereby irrevocably grants, transfers, sells, assigns and conveys to the sponsor, its successors and assigns, all present and future right, title and interest of every kind and nature whatsoever, including, without limitation, all copyrights, and all rights incidental, subsidiary, ancillary or allied thereto (including, without limitation, all derivative rights) in and to the application and the written response submission(s) for exploitation throughout the universe, in perpetuity, by means of any and all media and devices whether now known or hereafter devised (the "Rights"). Sponsor shall have the right, in its sole discretion, to the application for any purpose which sponsor deems necessary or desirable, and each applicant irrevocably waives any and all so-called moral rights they may have in the application and written response submission(s) submitted by him or her.

8. DISPUTE RESOLUTION: Except where prohibited, by participating, applicant agrees that all issues and questions concerning the construction, validity, interpretation and enforceability of these rules, or the rights and obligations of participants and sponsor and their agents shall be governed by and construed exclusively in accordance with the laws of the State of Texas without giving effect to any principles of conflicts of law of any jurisdiction. Applicant agrees that any action at law or in equity arising out of or relating to this scholarship program shall be filed only in the state or federal courts located in the State of Texas and applicant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action.

9. REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION. Each person who enters this scholarship program represents and warrants to sponsor as follows: (i) the application is the applicant's own original, previously unpublished, and previously unproduced work; (ii) the submission is wholly original with applicant and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (iii) submission neither infringes upon nor violates the intellectual property rights or other rights of any other person or entity; (iv) the submission does not and will not violate any applicable laws, and meets the submission requirements set forth above. Each applicant hereby agrees to indemnify and hold the sponsor harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of applicant hereunder.

10. NO OBLIGATION TO USE. Sponsor shall have no obligation (express or implied) to use any application, or to otherwise exploit an application or continue the development, production, distribution or exploitation thereof, and sponsor may at any time abandon the use of an application for any reason, with or without justification or excuse.

11. GENERAL RELEASE AND LIMITATIONS ON LIABILITY. By entering the scholarship program, each applicant acknowledges and agrees that the sponsor, its related companies, affiliates, and each such company's respective employees, officers, directors and agents are not responsible for any costs, injuries, losses, or damages of any kind arising from or in connection with: (i) incomplete, lost, late, misdirected or illegible entries or for failure to receive applications due to any cause, including without limitation human, transmission, or technical problems, failures, or malfunctions of any kind, whether originating with sender, or otherwise, that may limit an applicant's ability to participate in the scholarship program; or (ii) any injury or damage resulting, directly or indirectly, in whole or in part, from participation in the scholarship program and/or the use of any award, including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to, loss or destruction of property, or any claims, costs, injuries, losses, or damages related to or based on the applicant's rights of publicity or privacy.

12. SPONSOR'S RIGHT TO MODIFY, SUSPEND OR TERMINATE. In the event sponsor is prevented from continuing with the scholarship program by any event beyond its reasonable control, then sponsor shall have the right in its sole discretion to modify, suspend, or terminate the scholarship program.

13. GENERAL PROVISIONS. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the application process or the operation of the scholarship program or to be acting in violation of these rules, to be submitting responses dishonestly or inaccurately, or to be acting in an unsportsmanlike or disruptive manner. If an application is confirmed by sponsor to have been lost or destroyed, the applicant's sole remedy shall be another application, if time permits. Sponsor's failure to enforce any term of these rules shall not constitute a waiver of that or of any other provision.

14. LIST OF SCHOLARSHIP PRIZE RECIPIENTS: The names of the scholarship recipients will be posted on the Big Q Aviation website.

15. SPONSOR: This scholarship is sponsored by Big Q Aviation, Midlothian, TX, in memory of **Mary Williams**.

Aviation