Southwest[®] Round-Tripper Sweepstakes ("Sweepstakes")

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID IN ALASKA, PUERTO RICO, RHODE ISLAND, AND WHERE PROHIBITED OR RESTRICTED BY LAW.

- 1. Eligibility: Sweepstakes is open to all legal residents of the fifty (50) United States and the District of Columbia (excluding Alaska and Rhode Island) who are nineteen (19) years of age or older and have a valid email account at the time of entry. Employees of Southwest Airlines® Co. ("Sponsor"), CataBoom Technologies LLC ("Administrator"), their advertising and promotions agencies, and their immediate families (spouse and parents, children and siblings and their spouses) and individuals living in the same households of such employees are ineligible. Eligibility is contingent on agreement to, and compliance with, these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. Sweepstakes subject to all applicable federal, state, and local laws and regulations. This Sweepstakes is offered in the United States only and shall only be construed and evaluated according to United States law. Do not enter this Sweepstakes if you are not located in the United States.
- 2. Timing: The Sweepstakes begins on Thursday, March 30, 2023 at 8:00:01 a.m. Central Time ("CT"), and ends on Monday, April 3, 2023 at 11:59:59 p.m. CT (the "Promotion Period"). The Sweepstakes consists of five (5) entry periods (each an "Entry Period"), each starting at 8:00:01 a.m. CT and ending at 11:59:59 p.m. CT on the same calendar day
- 3. To Enter: Each Entry Period, visit <u>https://southwestairlinessweepstakes.com</u> ("Promotion Site") to enter for a chance to win. Complete the entry form with all required information and submit such information to receive one (1) entry into the Sweepstakes. Then, complete or opt out of the game play for a chance to win. All entries become property of Sponsor and will not be acknowledged or returned. Incomplete entries are not eligible. Individuals who do not follow all of the instructions, provide the required information in their registration, and/or abide by these Official Rules or other instructions of Sponsor may be disqualified. Entries must be received by 11:59:59 p.m. CT of each Entry Period to be eligible. Entries limited to one (1) per person per Entry Period. Non-winning entries will not roll over to the next Entry Period. Administrator's computer is the official timekeeping device for this Sweepstakes. Questions, comments, or complaints regarding this Sweepstakes must be directed to Sponsor and not Facebook/Twitter/Instagram.

All entries become property of Sponsor and will not be acknowledged or returned. Incomplete entries are not eligible. Individuals who do not follow all of the instructions, provide the required information in their entry form, and/or abide by these Official Rules or other instructions of Sponsor may be disqualified. Entries must be received during an applicable Entry Period to be eligible. Sponsor's computer is the official timekeeping device for this Sweepstakes.

No photocopied, mechanically, or electronically reproduced entries accepted. Automated entries are prohibited, and any use of automated devices will cause disqualification. Entrants may not enter with multiple email addresses nor may entrants use any other device or artifice to enter multiple times or as multiple entrants. Any attempt by any person found to enter or in any way attempt to obtain more than the authorized number of entries will be found to be ineligible, and their entries will be disqualified all as determined by Sponsor in its sole discretion. Any eligible individual participating in this Sweepstakes shall be a "Participant." Participation must be by the Participant. Multiple entrants are not permitted to share the same email account. In the event of a dispute as to the identity of a Participant, the authorized account holder of the email account used to enter the Sweepstakes will be deemed to be the Participant. "Authorized Account Holder" is defined as the natural person who is assigned an account by the organization which is responsible for assigning such accounts and is the account associated with the submitted email address. Potential winners may be required to show proof of being the authorized email account holder. If the identity of the individual who participated in the Sweepstakes cannot be resolved to Sponsor's satisfaction, the affected individual's entry will be deemed ineligible.

Participants are required to provide truthful information and Sponsor will reject and delete any entry that it discovers to be false or fraudulent. Sponsor will disqualify any entry from individuals who do not meet the eligibility requirements.

4. Winner Selection: During each Entry Period below, upon submitting a completed entry form, Participants may complete or opt out of the game play. After completing the game play or opting out, you will receive an immediate pop-up informing you if you

have won or lost. Potential winners will be provided directions for validation. All potential winners are subject to verification before any prize will be awarded. Prizes are randomly time-seeded throughout each Entry Period and awarded to the first person who plays at or after the time the prize is randomly seeded. Administrator is responsible for the functionality of the game.

5. Prizes: Prizes available are described in the chart below (subject to applicable restrictions set forth below). Approximate retail value ("ARV") of all prizes is \$4,000. ARV is as of the date of printing these Official Rules. The difference in value of prize as stated herein and value at time of prize notification, if any, will not be awarded.

Entry Period	Prize	Quantity Awarded Each Entry Period	ARV of Each Prize
March 30, 2023 8:00:01 a.m. CT - 11:59:59 p.m. CT	Round trip air travel on Southwest Airlines® for winner and a guest*	1	\$ 800
March 31, 2023 8:00:01 a.m. CT - 11:59:59 p.m. CT	Round trip air travel on Southwest Airlines for winner and a guest*	1	\$ 800
April 1, 2023 8:00:01 a.m. CT - 11:59:59 p.m. CT	Round trip air travel on Southwest Airlines for winner and a guest*	1	\$ 800
April 2, 2023 8:00:01 a.m. CT - 11:59:59 p.m. CT	Round trip air travel on Southwest Airlines for winner and a guest*	1	\$ 800
April 3, 2022 8:00:01 a.m. CT - 11:59:59 p.m. CT	Round trip air travel on Southwest Airlines for winner and a guest*	1	\$ 800

* Subject to <u>Air Travel Restrictions</u> set forth below.

Winner is responsible for any additional costs needed to reach their destination if the e-passes do not cover the entire cost of the flight.

The odds of winning an instant win prize are dependent upon the number of Participants and the number of available prizes during each applicable Entry Period. Participants need not be present to win. All potential winners are subject to eligibility verification by Sponsor. A PARTICIPANT IS NOT A WINNER OF ANY PRIZE, EVEN IF NOTIFIED OF BEING A WINNER, UNLESS AND UNTIL THE PARTICIPANT'S ELIGIBILITY HAS BEEN VERIFIED.

Prize must be accepted as awarded or prize will be forfeited and awarded to an alternate winner. Once the winner accepts the prize and returns all Required Documentation (as defined below) to Sponsor, winner is solely responsible for payment of taxes, if any, for the entire prize awarded, even if, for any reason, the winner does not use the entire prize. If the winner chooses to bring less than the allotted number of guests, the prize will be awarded in increments suitable for the actual number of participants with no substitute prize or compensation provided to the winner. Travel accommodations and other restrictions apply. All costs and expenses associated with prize acceptance and use not specified herein as being provided, including but not limited to lodging, transportation costs, meals, gratuities and other expenses incurred by accepting the prize, are the sole responsibility of the winner. No prize substitutions, cash equivalent, or transfer of prizes permitted except at the sole discretion of the Sponsor. Sponsor reserves the right, at its sole discretion, to substitute a prize or portion of a prize of greater or equal value if the advertised prize is unavailable.

Air Travel Restrictions: Air travel is subject to Southwest Airlines terms and conditions; certain restrictions may apply. Round trip travel for two (2) on Southwest Airlines will be awarded in the form of four (4) Southwest flight e-passes. Each Southwest flight e-pass is valid for one-way travel on Southwest Airlines-operated, published, scheduled service within the United States and Puerto Rico. The Southwest flight e-pass will bear the date of issue and the date of expiration. Expiration dates will not be extended, and travel must be completed on or before the expiration date. The Southwest flight e-pass is not valid on interline or codeshare service. The Southwest flight e-pass is non-refundable and is not redeemable for cash or credit. The Southwest flight e-pass will not be replaced for any reason, including, without limitation, if lost, stolen, or fraudulently used. The Southwest flight e-pass is non-transferrable and cannot be sold to a third party. Sale, auction, or re-tendering of the Southwest flight e-pass for money or otherwise is strictly prohibited. The Southwest flight e-pass may not be used for promotional purposes unless previously approved by Southwest Airlines. Any suspected fraud, misrepresentation, misuse, abuse or violation of the Southwest flight e-pass rules and regulations may result in cancellation of the Southwest flight e-pass(es). Southwest flight epass holders are required to be nineteen (19) years of age or older and a legal U.S. resident. However, the recipient of a Southwest flight e-pass may arrange travel for another person if done without selling or bartering a Southwest flight e-pass. Air transportation by Southwest Airlines is subject to Southwest Airlines' Passenger Contract of Carriage set out at www.southwest.com/contractofcarriage. If the winner does not live in a city served by Southwest Airlines, he/she is responsible for transportation to and from the nearest airport served by Southwest Airlines. Winner is responsible for booking all travel and paying all applicable international taxes and fees. Travel is based on seat availability. Seats on any desired flight are not guaranteed. Winner and guest(s) must travel on the same itinerary and are responsible for obtaining all required travel documents. Winner and guest must have valid government-issued photo identification at the time of travel. If the travel guest is a minor, winner must be his/her parent/guardian, or be accompanied by his/her parent/guardian.

- 6. Prize Fulfillment: Prizes will be awarded within eight (8) weeks following the end of the Promotion Period. Winners will be required to complete and sign an Affidavit of Eligibility and Liability Release and, where legal, a Publicity Release (collectively, the "Required Documentation"). The Required Documentation will be sent to the email address the potential winner provided in his or her entry form. If a potential winner cannot be contacted using the information provided or fails to respond to Sponsor's attempt to notify them of selection within 72 hours; if any notification is returned as undeliverable or yields an error of undeliverable type "bounce back" email (regardless if the message is ultimately delivered to the recipient); if Sponsor is unable to verify potential winner's eligibility; if potential winner fails to sign and return the Required Documentation within the required time period or fails to comply with these Official Rules; if any prize is returned undeliverable; if a potential winner is unable or unwilling to accept the prize as stated; or if the potential winner cannot be verified as eligible for any other reason, the potential winner is disqualified and an alternate winner will be selected by random drawing from among the eligible entries for all Entry Periods. In the event that a potential winner is disqualified for any reason, the next received and eligible entry received by Sponsor that is fully compliant with these Official Rules shall be deemed the winner, until the prize is awarded or until two (2) attempts have been made to award the prize and each attempt has failed. Sponsor, in its sole discretion, will attempt to contact up to two (2) potential winners of a prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. Sponsor will identify each potential winner and verify the potential winner's eligibility after the end of the Sweepstakes Period. If unable to verify eligibility, Sponsor will select an alternate potential winner within a reasonable time thereafter. If applicable, winner's guest must execute a Liability Release and, where legal, Publicity Release ("Guest Documents"), which must be returned with the winner's Required Documentation prior to the issuance of travel documents or the guest portion of the prize will be forfeited. If a guest is younger than eighteen (18) years of age, guest's parent or legal guardian must sign Guest Documents on behalf of such guest and accompany such minor guest.
- 7. Conditions: Payments of all applicable federal, state, and local taxes are solely the responsibility of the winner. Winner will be required to sign an IRS Form W-9 with the winner's full social security number or the equivalent. Failure to submit a Form W-9 upon request will result in forfeiture of the prize. Winnings of \$600 or more will be reported to the IRS in the calendar year in which the prize is awarded.

By participating in the Sweepstakes, winner agrees to have his/her name, voice, likeness, photograph, statements, opinions, biographical information and/or Sweepstakes entry used in any advertising or broadcasting material, whether relating to this Sweepstakes or otherwise, in any media, worldwide, now known or hereinafter developed, in perpetuity, without additional notice, payment, or other compensation unless prohibited by law, and, where legal, to sign a publicity release confirming such consent prior to acceptance of the prize.

Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process, the operation of Sponsor's website, or otherwise in violation of the Official Rules. Sponsor further reserves the right to cancel, terminate or modify the Sweepstakes if it is not capable of completion as planned, including infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort. In such event, Sponsor reserves the right, but not the obligation, to award any applicable prize(s) from the entries submitted before the cancellation, suspension, or modification of the Sweepstakes. Any attempt to undermine the operation of the Sweepstakes may be a violation of criminal and civil law, and, should such attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.

Sponsor reserves the right to make changes in the Official Rules, including the substitution of a prize of greater or equivalent value, which will become effective upon announcement.

Failure to comply with the Official Rules may result in Participant's disqualification solely at the discretion of the Sponsor.

The Sponsor is not responsible for typographical or other errors in the administration of the Sweepstakes or in the announcement of a prize.

In the event a prize is mailed or emailed to a winner, it will be with the prior written consent of the winner and therefore, winner assumes the risk of its loss. Sponsor is not responsible for the safe arrival of a prize. Sponsor is not responsible if potential winner does not receive his/her prize because erroneous, expired, canceled, fraudulent, or fake information was provided during the Sweepstakes. Only the prize(s) set forth in these Official Rules will be awarded. If, through printing or production error, or for any other reason whatsoever, more prizes are claimed than intended and/or set forth in these Official Rules, Sponsor reserves the right to award only the stated number of prizes from all legitimate, unawarded, eligible prize claims.

Sponsor is not liable to a winner or to any other person for failure to supply the prizes described herein (or any part thereof) by reason of such prizes (or any portion thereof) becoming unavailable or impracticable to award for reasons beyond the reasonable control of the Sponsor, or for any force majeure event, technical or equipment failure, terrorist acts, labor dispute, pandemic, or act/omission of any kind (whether legal or illegal), transportation interruption, civil disturbance, or any other cause beyond the reasonable control of the Sponsor.

8. Indemnification; Limitation of Liability: NEITHER SPONSOR, ADMINISTRATOR, NOR THEIR SUBSIDIARIES AND AFFILIATED ENTITIES IS RESPONSIBLE FOR PRINTING OR TYPOGRAPHICAL ERRORS IN ANY SWEEPSTAKES-RELATED MATERIALS OR TRANSACTIONS THAT ARE PROCESSED LATE OR INCORRECTLY OR ARE LOST DUE TO COMPUTER OR ELECTRONIC MALFUNCTION.

SPONSOR, ADMINISTRATOR, AND THEIR SUBSIDIARIES AND AFFILIATED ENTITIES ARE NOT RESPONSIBLE FOR LOST, STOLEN, MANGLED, MISDELIVERED, POSTAGE DUE, ILLEGIBLE, INCOMPLETE OR LATE ENTRIES, TELEPHONE SERVICE OUTAGES, DELAYS, BUSY SIGNALS, EQUIPMENT MALFUNCTIONS AND ANY OTHER TECHNOLOGICAL DIFFICULTIES THAT MAY PREVENT AN INDIVIDUAL FROM ENTERING OR CLAIMING A PRIZE.

THIS SWEEPSTAKES OFFER IS BEING MADE EXCLUSIVELY BY THE SPONSOR. SPONSOR AND ADMINISTRATOR ARE NOT RESPONSIBLE FOR TECHNICAL, HARDWARE, SOFTWARE, OR TELEPHONE FAILURE OF ANY KIND, LOST OR UNAVAILABLE NETWORK CONNECTIONS OR FRAUD, INCOMPLETE, GARBLED, OR DELAYED COMPUTER TRANSMISSION WHETHER CAUSED BY SPONSOR, USER, OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE SWEEPSTAKES, OR BY ANY TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE PROCESS OF SUBMISSIONS WHICH MAY LIMIT A PARTICIPANT'S ABILITY TO PARTICIPATE IN THIS SWEEPSTAKES. NEITHER SPONSOR, ADMINISTRATOR, NOR THEIR SUBSIDIARIES AND AFFILIATED ENTITIES IS RESPONSIBLE FOR ANY DAMAGES OR INJURY INCURRED BY WINNER AND GUESTS AS A RESULT OF WINNING.

BY ENTERING, PARTICIPANTS AGREE TO RELEASE, HOLD HARMLESS, DEFEND AND INDEMNIFY EACH OF SPONSOR, ADMINISTRATOR, THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, AND ANY AND ALL OTHER COMPANIES ASSOCIATED WITH THIS SWEEPSTAKES (COLLECTIVELY, THE "RELEASED PARTIES") AGAINST ANY AND ALL LIABILITY, DAMAGES, OR CAUSES OR ACTION (HOWEVER NAMED OR DESCRIBED), RELATED TO OR ARISING OUT OF (I) THE SWEEPSTAKES, (II) PARTICIPANT'S PARTICIPATION IN THE SWEEPSTAKES, AND (III) THE RECEIPT OR USE OR MISUSE OF THE PRIZE(S) AWARDED HEREIN AND TRAVEL REDEEMED THEREWITH. POSSIBLE CLAIMS OR CAUSES OF ACTION INCLUDE, BUT ARE NOT LIMITED TO, INFRINGEMENT OF ANY RIGHT OF PUBLICITY OR INTELLECTUAL PROPERTY; THREATENED OR ACTUAL INJURY, LOSS, OR DAMAGE TO ANY PERSON, INCLUDING DEATH AND DISABILITY AND EXPOSURE, INFECTION AND/OR SPREAD OF COVID-19; DEFAMATION OR PORTRAYAL IN A FALSE LIGHT (INTENTIONAL AND UNINTENTIONAL); AND DAMAGE TO OR LOSS OF PROPERTY, ARISING OUT OF SUCH PARTICIPANT'S PARTICIPATION IN THE SWEEPSTAKES OR RECEIPT OR USE OR MISUSE OF ANY PRIZE. IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE FOR OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS SWEEPSTAKES.

If for any reason a Participant's entry is confirmed to have been voided or corrupted by any grossly negligent act of the Sponsor, Participant's sole remedy is another entry in the Sweepstakes, subject to availability and provided that the Sweepstakes has not then expired.

9. Construction and Disputes: Participants waive any right to claim ambiguity in these Official Rules. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any participant and Sponsor in connection with the Sweepstakes, shall be resolved individually, without resort to any form of class action, and exclusively governed by, and construed in accordance with the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Texas, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas. The invalidity or unenforceability of any provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including associated with entering this Sweepstakes, but in no event attorneys' fees. Sponsor reserves the right to correct clerical or typographical errors in Sweepstakes materials or these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

THE EXCLUSIVE JURISDICTION FOR ANY DISPUTE SHALL BE IN THE FEDERAL OR STATE COURTS LOCATED IN DALLAS COUNTY, TEXAS.

- 10. Privacy: By entering this Sweepstakes, each Participant agrees to Sponsor's manner of collection, use, retention, and disclosure of Participant's personal information submitted in connection with the Sweepstakes, including, without limitation, all names, addresses, emails, phone numbers, and birth dates obtained from or provided by Participants. Information collected is subject to Sponsor's privacy policy and any state or federal law. Sponsor's privacy policy can be found at https://www.southwest.com/privacy/.
- 11. Official Rules and Winners' List: Official Rules and Winner's List may be obtained by sending a request and self-addressed stamped envelope to: Southwest Round-Tripper 2023 Sweepstakes, 2702 Love Field Drive, HDQ 5MC, Dallas, TX 75235, to be received no later than May 21, 2023. Vermont residents may omit return postage. These Official Rules may not be available following the end of the Promotion Period. The winners' list will be available after the winner confirmation process has been completed.
- 12. Sponsor: Southwest Airlines Co., 2702 Love Field Drive, Dallas, TX 75235.
- 13. Administrator: CataBoom Technologies, LLC, 2100 N. Greenville Ave., Suite 400, Richardson, TX 75082.