## 10 years of Luck - Luck Reunion 2022 SWEEPSTAKES ("Sweepstakes") Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID IN ALASKA, FLORIDA, NEW YORK, 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, Florida, New York, and Rhode Island) who are 21 years of age or older and have a valid email account at the time of entry. Employees of Southwest Airlines Co. ("Southwest Airlines") as well as In Luck Banquet, LLC ("Sponsor"), CataBoom ("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. **To Enter:** Sweepstakes runs from February 17, 2022 at 12:01 p.m. Central Time ("CT") through March 3, 2022 at 11:59 p.m. CT ("Sweepstakes Period"). The Sweepstakes consists of fourteen (14) daily entry periods (each a "Daily Entry Period"), each starting at 12:01 p.m. CT and ending at 11:59 p.m. CT on the same calendar day. Sponsor's computer is the official timekeeping device for this Sweepstakes.

During the Sweepstakes Period, during each Daily Entry Period, participant may visit <a href="https://southwest.fm/luckreunion">https://southwest.fm/luckreunion</a> and complete the entry form with all requested information and submit such information for a chance to (a) win the Grand Prize (as defined below) and (b) scratch off a virtual card for a chance to win the daily prize ("Instant Win Prize"). After scratching off the card you will receive an immediate popup notification with the results. Potential winners of an Instant Win Prize will be provided directions for validation. All potential winners are subject to verification before any prize will be awarded. 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 p.m. CT on March 3, 2022 to be eligible. Entries limited to one (1) per person per Entry Period.

No photocopied, mechanically, or electronically reproduced entries accepted. 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. Any eligible individual participating in this Sweepstakes shall be a "Participant." Participation must be by the Participant. 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. Potential winners may be required to show proof of being the authorized email account holder. If the identity of the individual who actually 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.

3. **Drawing:** On or about March 4, 2022, a random drawing from all eligible entries received will be conducted by Sponsor to select one (1) Grand Prize winner. Winner selection for Instant Win Prizes: During each Daily Entry Period, one (1) computer generated winning time will be randomly generated for an Instant Win Prize for that Daily Entry Period. If you are the first participant to enter the Sweepstakes at or after one of the randomly generated times, you will receive a message on the screen stating you are a potential winner of an Instant Win Prize, subject to verification of eligibility before any prize will be awarded. You will be asked to verify your email address and, once submitted you will receive an email from Administrator containing instructions to complete the verification process. If you receive a message that contains any message other than a winning prize message, you are not a prize winner.

Grand Prize winner will be notified by phone and/or email on or about 24 hours after the random drawing takes place. Non-winning Sweepstakes entries from one Daily Entry Period shall not roll into subsequent Daily Entry periods, if any. Daily Entry Period potential winners will be sent an email on or about 72 hours after the randomly generated computer generated winning time for such Daily Entry Period with instructions for verifying eligibility and completing and submitting the Required Documentation (as defined below). Administrator is responsible for the functionality of

the Instant Win Game. Odds of winning an Instant Win Game Prize depend on the number of eligible entries received and the order in which they were received. Odds of winning the Grand Prize will depend on the total number of eligible entries received. Participants need not be present to win. All potential winners are subject to eligibility verification by Sponsor, whose decisions are final and binding. 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.

4. **Prize:** Fifteen (15) Instant Prize Winners and One (1) Grand Prize Winner will each win a prize to attend the Luck Reunion event on March 17, 2022 and the Grand Prize Winner will additionally receive win a prize to attend Potluck on March 16, 2022 in Spicewood, Texas ("Event").

Fifteen (15) Instant Win Prizes will be awarded, each consisting of two (2) general admission tickets to attend Luck Reunion on March 17, 2022. Approximate retail value ("ARV") of each Instant Win Prize is \$200.

One (1) Grand Prize winner will receive a trip for winner and one (1) guest to the Event, consisting of:

- a. Round trip air travel on Southwest Airlines® for winner and one (1) guest for Event dates to Austin International Airport (AUS), subject to <u>Air Travel</u> Restrictions set forth below;
- b. Two (2) nights double occupancy accommodations;
- c. Two (2) tickets to Potluck on March 16, 2022, and two (2) VIP tickets to Luck Reunion on March 17, 2022; and
- d. \$250 Visa gift card for transportation needs.

ARV of the Grand Prize is \$3,350.

ARV of all prizes is \$6,350. 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.

There will be no substitutions if the winner is unable for any reason to attend the Event. If the Event is canceled or the dates or times of the Event are changed for any reason, no tickets will be provided in lieu thereof, nor will Sponsor award an alternate prize or cash value of Event tickets. Event tickets are subject to certain terms and conditions as specified by issuer.

All Sponsor 2022 events require a completed Covid-19 prescreening. Attending the Event you must process proof of full vaccination against COVID-19 or a negative test

for COVID-19 (details on quickly getting verified below) if above the age of 12. This must be completed by every individual entering. To enter the Event, all guests will need a valid Luck Presents issued 2022 Reunion ticket in addition to approved Crowdpass validation for entrance to the Event per the above. Be prepared to show your ID with matching name. THREE WAYS TO VERIFY: (1) Full vaccination is reached two weeks after a second dose in a 2-dose series, such as the Pfizer or Moderna vaccines, or two weeks after a single-dose vaccine, such as Johnson & Johnson's Janssen vaccine; (2) Lab conducted(PCR or antigen/rapid) tests can be accepted within 72 hours of the Event. Find free testing locations through the Texas Department of Health, CVS, Walgreens, and local independent pharmacies. Please always call ahead to verify availability, insurance coverage, and to make an appointment ahead of time at the time required for the Event; (3) At-home tests can be accepted within 24 hours of the Event, when a photo is submitted showing two things: (1) the negative test result, sitting next to (2) the text attendees full name and the date of test administration written on the front of the test box.

Sponsor reserves the right to adjust Covid-19 protocols based on the latest rules and regulations supplied by local authorities and CDC at any time. By accepting a winning ticket you understand that attendance requires following the latest local and regional standards as observed by Sponsor.

Federal law requires each person (ages 2 and over) to wear a mask at all times in the airport and throughout the flight, including during boarding and deplaning. Refusing to wear a mask is a violation of federal law and may result in denial of boarding, removal from the aircraft, and/or penalties under federal law. A properly worn mask completely covers the nose and mouth, is secured to the head, and fits snugly against the side of the face. For current travel requirements, restrictions, quarantine, and testing information, visit <a href="https://southwest.com">https://southwest.com</a>. Prize must be accepted as awarded or prize will be forfeited and awarded to an alternate 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 award a prize of greater or equal value if the advertised prize is unavailable.

<u>Air Travel Restrictions</u>: 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 in 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 nontransferrable 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 e-pass 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 https://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.

5. To Claim Prize: Winner will be notified by phone and/or email and 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 mailed or emailed, based on the potential winner's preference upon account validation. 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 two (2) days; 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. 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 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 (time permitting). Participants acknowledge that (a) it is their responsibility to check their messages and to ensure they receive any phone call from Sponsor in connection with this Sweepstakes, and (b) Sponsor will not be held responsible for any failure by the winner to timely claim the prize in connection with the winner's failure to receive any message transmitted by Sponsor. 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 a legal guardian must sign Guest Documents on behalf of such guest and accompany such minor guest.

6. Conditions: Payments of all federal, state, and local taxes are solely the responsibility of the winner. Grand Prize 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 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 or Southwest Airlines '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 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.

7. Indemnification; Limitation of Liability: NEITHER SPONSOR, SOUTHWEST AIRLINES, 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 IS 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 IS 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, SOUTHWEST AIRLINES, 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, SOUTHWEST AIRLINES, 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, SOUTHWEST AIRLINES, 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; 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.

8. **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 of these rules shall not affect the validity or enforceability of any other provision. In the event that any such 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 TEXAS.

- 9. 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 <a href="http://luckreunion.com/privacy-policy">http://luckreunion.com/privacy-policy</a>.
- 10. **Official Rules and Winner's List:** Official Rules and Winner's List (when available) may be obtained by visiting www.southwest.fm/luckreunion.
- 11. **Sponsor:** In Luck Banquet, LLC, 1107 S. 8th Street, Austin, TX 78704. Southwest Airlines Co. is not a sponsor, co-sponsor or administrator of this Sweepstakes.
- 12. Administrator: CataBoom, 2919 Commerce Street, Suite 229, Dallas, TX 75226.