Wanna Get Away to Lucktoberfest 2022 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 twenty-one (21) years of age or older and have a valid email account at the time of entry. Employees of Southwest Airlines Co. ("Sponsor"), In Luck Banquet, LLC ("Luck"), 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 starts on October 11, 2022 at 12:01 p.m. Central Time ("CT") and ends on October 16, 2022 at 11:59 p.m. CT ("Sweepstakes Period").

   To enter the Sweepstakes, visit https://southwest.fm/Lucktoberfest and enter your name, email address, phone number, ZIP code, and date of birth. You will be prompted to complete the registration form with all required information and submit such information to receive one (1) entry into the Sweepstakes.

   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 October 16, 2022 at 11:59 p.m. CT to be eligible. Entries limited to one (1) per person. 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 or 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 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 October 17, 2022, a random drawing from all eligible entries received will be conducted by Sponsor to select one (1) Sweepstakes winner. Winner will be notified by phone and/or email on or about 72 hours after the random drawing takes place. Odds of winning 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. 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:** One (1) winner will win a prize to attend the 2022 Lucktoberfest on October 28 and 29, 2022 in Spicewood, Texas ("Event"), including the following:
   a. Round trip air travel on Southwest Airlines® for winner and one (1) guest to Austin International Airport (AUS) for Event dates, subject to Air Travel Restrictions set forth below;

b. One (1) $750 Visa® gift card (subject to terms and conditions); and
c. Two (2) VIP ticket to 2022 Lucktoberfest on Event dates.

Approximate retail value ("ARV") of prize is $2,050. 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.

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 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 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 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 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.

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 three (3) 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. 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.

6. **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.

7. **Indemnification; Limitation of Liability:** NEITHER SPONSOR, LUCK, 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 AND LUCK 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, LUCK, 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, LUCK, AND 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, TRANSMISSION, AND/OR SPREAD OF AN INFECTIOUS DISEASE OR VIRUS; 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 Official 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 DALLAS COUNTY, 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 https://www.southwest.com/privacy/.

10. **Official Rules and Winner's List:** Official Rules and Winner's List will be available until November 21, 2022 and may be obtained by visiting https://southwest.fm/Lucktoberfest. These Official Rules may not be available following the end of the Sweepstakes Period.

11. **Sponsor:** Southwest Airlines Co., 2702 Love Field Drive, Dallas, TX 75235.