

## Southwest: 50 Days of Giveaways Sweepstakes Official Rules

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Eligibility:** Southwest: 50 Days of Giveaways Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia (excluding Alaska) who are at least nineteen (19) years old and have a valid email account at the time of entry. Employees of Southwest Airlines Co. ("Sponsor"), Disney Destinations, LLC ("Prize Provider"), Merkle Inc. ("Administrator"), and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning the prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor:** Southwest Airlines Co., 2702 Love Field Drive, Dallas, TX 75235. **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

**3. Timing:** The Sweepstakes begins on September 28, 2021 at 12:00 a.m. Central Time ("CT"), ends on November 16, 2021 at 11:59 p.m. CT (the "Promotion Period") and consists of fifty (50) daily entry periods (each a "Daily Entry Period"). For purposes of this Sweepstakes, each Daily Entry Period begins at 12:00 a.m. CT and ends at 11:59 p.m. CT. Administrator's computer is the official time-keeping device for the Sweepstakes.

**4. How to Enter:** During the Promotion Period, visit <https://Southwest.com/50days> and follow the links and instructions to complete and submit the registration form including a valid email address. By doing so, you automatically will receive one (1) Sweepstakes entry into the applicable Daily Entry Period drawing. All fields must be completed. Incomplete entries are not eligible. Limit: You may enter one (1) time per day during the Promotion Period.

**Bonus Sweepstakes Entries: Twitter:** Click on the Tweet button to Tweet the prepopulated message on Twitter. The prepopulated Tweet post will contain a unique link to the Sweepstakes. You will receive one (1) Sweepstakes entry into the applicable Daily Entry Period drawing for each friend that registers for the Sweepstakes through the unique link you posted. You may only Tweet the prepopulated message on Twitter one (1) time per day during the Promotion Period. Tweets must include the hashtag #Sweepstakes for entry to be valid.

Limit: Each entrant may receive a maximum of one (1) bonus Sweepstakes entries per day during the Promotion Period for any combination of entries received from Twitter, as described above. Questions, comments or complaints regarding this Sweepstakes must be directed to Sponsor and not Twitter.

Multiple entrants are not permitted to share the same email/Twitter account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email/Twitter account used to register will be deemed to be the entrant. The "authorized account holder" is the natural person who is assigned an account by the Internet access provider, online service provider or other organization responsible for assigning such accounts or the account associated with the submitted email address. The potential winner may be required to show proof of being the authorized 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.

**5. Drawings:** Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winner are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Grand Prize winners from all eligible entries received during the applicable Daily Entry Period drawing no more than seven (7) days after the conclusion of the applicable Daily Entry Period. Non-winning entries will not be included in subsequent Daily Entry Period drawings. The potential winner will be notified by email. Except where prohibited, each potential Grand Prize winner (or parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return a Declaration of Compliance, Liability and Publicity Release ("Declaration") which must be received by Administrator, within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner cannot be contacted, fails to sign and return the Declaration or provide any other requested information, within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits prize. If applicable, each winner's guests must execute a Liability Release and, where legal, Publicity Release ("Guest Documents"), which must be returned with the winner's Declaration 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. Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In the event that a potential Grand Prize winner is disqualified for any reason, Sponsor will award the Grand Prize to an alternate winner by random drawing from among all remaining eligible entries. Prize will be fulfilled within approximately 8-10 weeks after the conclusion of the Sweepstakes.

## **6. Prizes:**

FIFTY (50) GRAND PRIZES (one (1) awarded for each Daily Entry Period): Each Grand Prize winner will receive a vacation package (each a "Vacation Package") to the *Walt Disney World*® Resort as outlined below.

- Roundtrip air travel to Orlando International Airport ("MCO") for winner and up to three (3) guests (each a "Guest"; collectively "Guests" and together with the winner, the "Group") on Southwest Airlines® from/to the closest major U.S. airport to the winner's residence served by Southwest Airlines (subject to Air Travel Restrictions set forth below) provided, however, if winner resides within 250 miles of the *Walt Disney World*® Resort, air travel will not be provided;
- Roundtrip ground transportation for the Group between the Orlando International Airport and the *Walt Disney World*® Resort provided, however, if winner resides within 250 miles of the *Walt Disney World*® Resort, ground transportation will not be provided;
- Room accommodations consisting of one (1) standard room, with a maximum of four (4) persons, for four (4) consecutive nights at a hotel at the *Walt Disney World*® Resort (selected by Prize Provider in its sole discretion (based on availability));
- Four (4) 5-day Tickets with *Park Hopper*® Option (Both a Theme Park ticket and separate Theme Park reservation for the same park on the same date are required for park entry for the winner and each of winner's Guests. Theme Park reservations and tickets will be required for each day of the visit and must be obtained before visiting.); and
- One (1) Disney Gift Card with a value of \$200.00 (subject to restrictions).

Vacation Packages are valid March 15, 2022 through March 15, 2023, excluding Disney Gift Card, which does not expire. Approximate retail value ("ARV") of each Grand Prize Vacation Package: \$7,136. Total ARV of all prizes: \$356,800. 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. Odds of winning a prize depend on the number of eligible entries received during the applicable Daily Entry Period.

Travel and lodging for the Grand Prize must be completed by March 15, 2023. The Group must travel together on the same itinerary, and air travel must be roundtrip from/to the same departure airport/arrival airport, as chosen by Sponsor. Grand Prize fulfillment is subject to certain restrictions, flight availability,

and certain hotel/room availability at a resort hotel as chosen by Prize Provider. Elements of Vacation Package involving the *Walt Disney World*® Resort must be booked through a travel agent as designated by Prize Provider at least forty-five (45) days prior to arrival. Hotel blackout dates apply. No extensions will be granted. Certain lodging restrictions apply. Sponsor and Prize Provider are not liable for any expenses incurred as a consequence of flight cancellation/delay. Theme Park tickets must be used prior to March 15, 2023. Terms and conditions as set forth herein and on the theme park tickets shall apply. All elements of the Vacation Package (including, without limitation, the theme park tickets) must be used by the Group on the same dates during the redemption of the Vacation Package, and any portion of the Vacation Package not accepted or used by winner will be forfeited. Any lost or stolen theme park tickets, gift cards, or travel vouchers will not be replaced. Disney Gift Cards are not redeemable or exchangeable for cash (except as required by law) and are subject to all terms and conditions of use as established by issuer. Vacation Package and its components (including, without limitation, theme park tickets) may not be used in conjunction with any other promotion or offer, sold, exchanged or redeemed for cash, traded, transferred, substituted, assigned, or rescheduled to dates not within the fulfillment period set forth above, except in Sponsor's and Prize Provider's sole and absolute discretion. Theme park attractions and entertainment may be seasonal and subject to change without notice. Once selected by winner, Guests cannot be changed without the express consent of Sponsor and Prize Provider, which may be withheld for any reason. A winner may not charge any Guest for participating in the Vacation Package. Grand Prizes are awarded "as is" with no warranty or guarantee, expressed or implied, being provided by Sponsor or Prize Provider. Theme parks, attractions and other offerings are subject to availability, closures, change or cancellation without notice or liability. Park admission, offerings and ticket options are not guaranteed. Sponsor reserves the right to cancel or modify any offering. To visit the theme parks, theme park reservations via the Disney Park Pass system (<https://disneyworld.disney.go.com/experience-updates/park-reservations/>) AND valid admission are required for the same theme park on the same date for each person in the Group ages 3 and up. Reservations are subject to availability and are not guaranteed until a reservation is finalized. A park reservation must be made for each day of entry. The *Park Hopper*® option allows guests to visit more than one park per day, with some restrictions. Learn more at <https://disneyworld.disney.go.com/guest-services/park-hopper/>. Face coverings and physical distancing may be required for all guests, including those who have received a COVID-19 vaccine. Before visiting *Walt Disney World*® Resort, each guest should visit <https://disneyworld.disney.go.com/experience-updates/> to view important information about park reservations, limitations on benefits, features, experiences and offerings, new safety measures and other information. An inherent risk of exposure to COVID-19 exists in any public place where people are present. According to the U.S. Centers for Disease Control and Prevention, senior citizens and guests with underlying medical conditions are especially vulnerable. By accepting and using the Prize and visiting *Walt Disney World*® Resort, each Winner and their guests voluntarily assume all risks related to exposure to COVID-19. Winners and their guests are also responsible for understanding and complying with any COVID-19 travel restrictions set by their origination or destination cities, states, or countries, including but not limited to registering for travel authorization and obtaining and displaying current COVID-19 test results, vaccine passports, COVID-19 vaccination cards, etc.

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 (including Declaration and IRS Form W-9) to Administrator, 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 Vacation Package 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 Vacation Package acceptance and use not specified herein as being provided, including but not limited to transportation costs, meals, gratuities and other expenses incurred by accepting the Vacation Package, 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 to substitute the prize for one of equal or greater value if the designated prize should become unavailable for any reason.

Air Travel Restrictions: Air travel is subject to Southwest Airlines terms and conditions; certain restrictions may apply. Round trip travel for four (4) on Southwest Airlines will be awarded in the form of eight (8)

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](http://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(s) must have valid government-issued photo identification at the time of travel. If a travel guest is a minor, winner must be his/her parent/guardian, or be accompanied by his/her parent/guardian. Limit: One (1) prize per person.

**7. Taxes:** 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.

**8. Release:** By receipt of any prize, winners agree to release and hold harmless Sponsor, Prize Provider, Twitter, Inc., Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, including disability and exposure, infection and/or spread of COVID-19, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize awarded herein and travel redeemed therewith.

**9. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes the winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

**10. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Sponsor and Prize Provider are 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 Prize Provider, 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 or Prize Provider.

Participation in any prize event is subject to winner's (and guest's) consent to and compliance with all health and safety policies of the Sponsor and Prize Provider, including but not limited to the wearing of masks.

**11. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

## **12. Disputes:**

- a) **Sweepstakes Administration:** 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 (EXCEPT FOR THOSE RELATED TO PRIZE PROVIDER'S FULFILLMENT) SHALL BE IN THE FEDERAL OR STATE COURTS LOCATED IN DALLAS COUNTY, TEXAS.**
- b) **Prize Provider's Fulfillment:** Notwithstanding the obligations set forth above, entrant agrees that:
  - (a) any and all disputes, claims and causes of action against Prize Provider or its affiliates specifically arising out of or connected with any of the Sweepstakes Grand Prize Vacation Packages as described in Section 6 above for *Walt Disney World Resort* (excluding air travel) and/or the use thereof shall be resolved individually, without resort to any form of class action, and exclusively before the a court sitting in Orange County, Florida; having subject matter jurisdiction;
  - and (b) any and all claims, judgments and awards specifically arising out of or connected with the prizes described in Section 6 shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees. All disputes, claims and causes of action arising out of or connected with such prizes and/or the use thereof shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving

effect to any choice of law or conflict of law rules (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida.

- c) In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes promotional materials and the terms and conditions of the Official Rules, the Official Rules shall prevail and govern.

**13. Entrant's Personal Information:** Information collected from entrants is subject to Sponsor's Privacy Policy at <https://southwest.com/privacy>.

**14. Winner List:** For a winner list, visit <https://bit.ly/3z0ABM0>. The winner list will be posted after winner confirmation is complete.

© 2021 Merkle Inc. All rights reserved.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Twitter.