

Say Yes to Nintendo 3DS Official Rules

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

1. Eligibility: Say Yes to Nintendo 3DS (the "Sweepstakes") is open only to legal residents of the forty-eight (48) contiguous United States and the District of Columbia, excluding Florida, New York and Rhode Island who are at least nineteen (19) years old at the time of entry. Employees of Southwest Airlines Co., Nintendo of America Inc., HelloWorld, Inc., 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 in Alaska, Florida, Hawaii, New York, Puerto Rico, Rhode Island and 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 a prize is contingent upon fulfilling all requirements set forth herein.

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

3. Timing: The Sweepstakes begins on December 16, 2016 at 12:00 a.m. Eastern Time ("ET"), ends on January 15, 2017 at 11:59 p.m. ET (the "Promotion Period"), and consists of a grand prize entry period ("Grand Prize Entry Period") that coincides with the Promotion Period, four (4) weekly entry periods (each a "Weekly Entry Period") as set forth below as well as thirty (30) daily entry periods (each a "Daily Entry Period"). Each Daily Entry Period begins at 12:00 a.m. ET and ends at 11:59 p.m. ET on the same calendar day. **There will not be a Daily Entry Period prize awarded on January 15, 2017.**

Entry Period	Start Date (at 12:00 a.m. ET)	End Date (at 11:59 p.m. ET)	Approximate Draw Date/Winner Notification Date
Week 1	December 16, 2016	December 22, 2016	December 27, 2016
Week 2	December 23, 2016	December 29, 2016	January 3, 2017
Week 3	December 30, 2016	January 5, 2017	January 6, 2017
Week 4	January 6, 2017	January 12, 2017	January 13, 2017
Week 5 – There will not be a Weekly Prize awarded for this Weekly Entry Period	January 13, 2017	January 15, 2017	n/a
Grand Prize	December 16, 2016	January 15, 2017	January 17, 2017

Administrator's computer is the official time-keeping device for the Sweepstakes.

4. How to Enter: During the Promotion Period, visit www.sayyessweepstakes.com and follow the links and instructions to complete and submit the registration form including a valid email address. You automatically will receive one (1) Sweepstakes entry into the applicable Daily Entry Period drawing, one (1) Sweepstakes entry into the applicable Weekly Entry Period drawing, as well as one (1) Sweepstakes entry into the Grand Prize Entry Period drawing. Limit: You may enter one (1) time per day during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, 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 address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being an authorized account holder.

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 winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes Grand Prize winner and Weekly Entry Prize winners from all eligible entries received during the applicable Grand Prize Entry Period or the applicable Weekly Entry Period, on or around the dates listed above in Section 3. Non-winning entries will not carry-over into subsequent Weekly Entry Period drawings. Administrator will randomly select the potential Sweepstakes Daily Prize winners from all eligible entries received during the applicable Daily Entry Period on or around the next business day following the applicable Daily Entry Period. Non-winning entries will not carry-over into subsequent Daily Entry Period drawings. The potential winners will be notified by email. Except where prohibited, the 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 seven (7) days of the date notice or attempted notice is sent, in order to claim the prize. Each potential Weekly Prize and Daily Prize winner will be required to provide his/her mailing address (P.O. Boxes are not permitted) which must be received by Administrator, within seven (7) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner of any prize cannot be contacted, fails to sign and return the Declaration or provide any other requested information, within the required time period (if applicable), or the prize is returned as undeliverable, the potential winner forfeits his/her prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Weekly and Daily Entry Period Prizes will be fulfilled within approximately 8-10 weeks after the conclusion of the Sweepstakes.

6. Prizes:

ONE (1) GRAND PRIZE: A trip for four (4) to New York, NY consisting of: (i) round trip air travel on Southwest Airlines® for winner and three (3) guests, awarded in the form of eight (8) Southwest flight e-passes to LaGuardia Airport ("LGA"), subject to Air Travel Restrictions set forth below; (ii) 3 nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, quad occupancy); (iii) a \$3,000 shopping spree at the Nintendo NY store; store located at 10 Rockefeller Plaza, New York, NY. Grand Prize winner will also receive: one (1) new Nintendo 3DS XL system; one (1) Super Mario Maker for Nintendo 3DS game; one (1) Mario Party Star Rush game; one (1) new Super Mario Bros. 2 game; one (1) Mario Kart 7 game; one (1) Paper Mario: Color Splash game for the Wii U console (Wii U system not included); and one (1) Super Mario Maker game for the Wii U console (Wii U system not included).

Winner must complete the trip within one (1) year from the drawing date or prize will be forfeited. Trip must be booked at least twenty-one (21) days prior to departure. Hotel accommodations are subject to availability and blackout dates. Travel must be round trip. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Unless child of winner, travel companions must be nineteen (19) years of age or older as of the date of departure or a sibling/friend of winner with the appropriate parental permissions and releases and must travel on same itinerary and at the same time as the winner. Travel companions must execute liability/publicity releases prior to issuance of travel documents. Travel restrictions, conditions and limitations may apply. Sponsor is not responsible if any event is delayed, postponed or cancelled for any reason, in which event that portion of prize is forfeited in its entirety and no substitution will

be provided except as in Sponsor's sole discretion. **Approximate Retail Value ("ARV"):**
\$12,689.90.

FOUR (4) WEEKLY ENTRY PERIOD PRIZES (one (1) per Weekly Entry Period 1 - 4):

Each Weekly prize consists of: one (1) new Nintendo 3DS XL system; one (1) Super Mario Maker for Nintendo 3DS game; one (1) Mario Party Star Rush game; one (1) new Super Mario Bros. 2 game; one (1) Mario Kart 7; one (1) Paper Mario: Color Splash game for the Wii U console (Wii U not included); and one (1) Super Mario Maker for the Wii U console (Wii U system not included).
ARV: \$489.93.

THIRTY (30) DAILY ENTRY PERIOD PRIZES (one (1) per Daily Entry Period):

Each Daily Prize winner will get the option to choose one (1) of the following: Super Mario Maker for Nintendo 3DS game, Mario Party Star Rush game; Paper Mario: Color Splash game; new Super Mario Bros. 2 game; **OR** Mario Kart 7 game. **ARV: \$39.99 to \$59.99.**

For All Prizes: The actual value of electronic prizes is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed. Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received during the applicable Entry Period, during the Promotion Period. Limit: one (1) Weekly Entry Period or one (1) Daily Entry Period prize and one (1) Grand Prize Entry Period prize. Winners will not receive the difference between actual and approximate retail value of any prize.

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-operated, published, scheduled service between the closest major U.S. airport to winner's residence served by Southwest Airlines and LGA. 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-transferable 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. 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-passes. 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://www.southwest.com/assets/pdfs/corporate-commitments/contract-of-carriage.pdf>. 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. 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 a travel guest is a minor, winner must be his/her parent/guardian, or be accompanied by his/her parent/guardian. **If the winner lives within one hundred (100) miles of New York, NY, the Sponsor may, at its sole discretion, substitute the round trip travel portion of the prize for ground transportation.**

7. Release: By receipt of any prize, winners agree to release and hold harmless Sponsor, Nintendo of America 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, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

8. Publicity: Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's, Nintendo's, and their 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.

9. 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.

10. 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.

11. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of

Michigan.

12. Entrant's Personal Information: Information collected from entrants is subject to Administrator's Privacy Policy <http://www.helloworld.com/privacy-policy> and Sponsor's Privacy Policy <http://www.southwest.com/privacy/>.

13. Winners' List: For a winners' list, visit www.sayyessweepstakes.com. The winners' list will be posted after winner confirmation is complete.

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