

Southwest Set Sail Sweepstakes

Official Rules

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

1. Eligibility: The Southwest Set Sail 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"), HelloWorld, 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 in Alaska and where prohibited or restricted by law. 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 Dr., Dallas, TX 75235. **Administrator:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075. Disney Destinations LLC., is not a sponsor, co-sponsor or administrator of this Sweepstakes.

3. Timing: The Sweepstakes begins on January 6, 2020 at 6:00 p.m. Eastern Time ("ET") and ends on January 31, 2020 at 11:59 p.m. ET (the "Promotion Period"). Administrator's computer is the official time-keeping device for the Sweepstakes.

4. How to Enter: During the Promotion Period, visit www.setsailsweeps.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) entry into the Sweepstakes. 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: During the Promotion Period, there are two (2) ways to earn bonus entries (subject to the limits set forth below), as described below.

- a. Twitter Referral:** You will be invited to 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) entry into the Sweepstakes 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 #SetSailSweepstakes for entry to be valid.
- b. Facebook Referral:** You will be invited to share the Sweepstakes on your Facebook wall. The wall post will contain a unique link to the Sweepstakes. You will receive one (1) entry into the Sweepstakes for each friend that registers for the Sweepstakes through the unique link you posted. You may only share on Facebook one (1) time per day during the Promotion Period. Posts must include the hashtag #SetSailSweepstakes for entry to be valid.

Limit: Each entrant may receive a maximum of three (3) bonus Sweepstakes entries per day during during the Promotion Period for any combination of entries received from Twitter or Facebook Referral, as described above. Questions, comments or complaints regarding this Sweepstakes must be directed to Sponsor and not Twitter or Facebook.

Multiple entrants are not permitted to share the same email/Twitter/Facebook 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/Facebook 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. Grand Prize 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 Sweepstakes winner from all eligible entries received during the Promotion Period, on or around February 1, 2020. The potential winner will be notified by email or phone. 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 five (5) days of the date notice or attempted notice is sent, in order to claim the prize. If the 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), the potential winner forfeits prize. Potential winner 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 the 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.

6. Prize: GRAND PRIZE: One (1) 7-Night Eastern or Western Caribbean Disney Cruise Line® vacation leaving from Port Canaveral, Florida for winner and three (3) guests, to be taken aboard the Disney Fantasy (the "Ship"). Vacation package includes:

- a. Round trip air travel for four (4) on Southwest Airlines® from the closest major U.S. airport to Orlando International Airport (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;
- b. Round trip ground transportation from Orlando International Airport to Port Canaveral, Florida; and
- c. 7-Night Eastern or Western Caribbean Cruise on the Ship leaving from Port Canaveral, Florida for winner and three (3) guests including:
 - i. One (1) stateroom onboard the Ship (maximum occupancy four (4) people (location/category at the discretion of Disney Cruise Line);
 - ii. All meals onboard the Ship (except Palo and Remy fine-dining restaurants); and
 - iii. Onboard pre-paid gratuities, taxes, fees, and port expenses (as defined on the Disney Cruise Line® [website](#)).

Approximate retail value: \$16,534.60. Actual value may vary based on Ship departure. Items not included as part of the vacation package which are the responsibility of the winner include: shore excursions; travel insurance; nursery charges, laundry service; spa treatments; alcoholic beverages; local and long distance telephone calls; ship to shore ship to shore communications including internet; merchandise and souvenirs; incidental expenses; additional tips and gratuities; income and other taxes; transportation between winner's home and gateway airport; airline baggage fees; and all other costs and expenses not otherwise mentioned herein. Winner and his or her guests must travel on same itinerary. Vacation must be booked at least 45 days prior to the intended travel dates and must be taken prior to February 16, 2021 aboard the *Disney Fantasy* (at the discretion of Disney Cruise Line) or prize will be forfeited. Vacation fulfillment is subject to availability, restrictions at *Disney Cruise Line*, and sail blackout dates including May 30, 2020; June 6, 13, 20 and 27, 2020; July 6, 11, 18 and 25, 2020; August 1, 2020; and December 19 and 26, 2020. Please go to www.disneycruise.com to view available sail dates.

Sponsor is not responsible if any scheduled event is delayed, postponed or cancelled for any reason and winner will not be reimbursed. All expenses, travel, and other costs not expressly stated in the package

description above are the sole responsibility of winner. Minors under the age of 18 not traveling with a parent or legal guardian must be accompanied by an adult over the age of 21 in the same stateroom. The parent or guardian of any minor not traveling with a parent or guardian must appoint an adult to have custody and control over their minor and to contract on their behalf in connection with the Disney Cruise Line vacation. An appointment form will be included in the document package and must be signed by parent or legal guardian prior to embarkation at the Disney Cruise Line terminal. Travel companions must execute liability/publicity releases prior to issuance of prize documents. Restrictions, conditions and limitations may apply. **Winner and travel companions are responsible for providing proper citizenship documentation to travel which may include passports, valid alien registration card and/or necessary visas. Those without proper citizenship documentation will be denied boarding.** Vacation may not be sold, traded, transferred, refunded, commissioned or redeemed for cash value. Vacation elements may not be substituted and vacation is non-commissionable. Any portion of a prize not accepted by winner will be forfeited. Lost, mutilated, or stolen tickets, vouchers or certificates will not be replaced. Prize elements may be subject to additional restrictions. Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. 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. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning the Sweepstakes prize depend on the number of eligible entries received during the Promotion Period. Once the winner accepts the prize and returns the Declaration 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.

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-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 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.

7. Taxes: Payments of all federal, state and local taxes are solely the responsibility of the winner. The 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, Facebook, Inc., Twitter, Inc., Prize Provider, Administrator, and their respective subsidiaries, affiliates, suppliers,

distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent, related, affiliated and subsidiary entities and each such entities' 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, demands or damage to or loss of property, arising out of participation in the Sweepstakes or receipt, use, enjoyment or misuse of any prize, or any prize-related activity including, without limitation, travel.

9. Publicity: Except where prohibited, participation in the Sweepstakes constitutes each 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.

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 and travel redeemed therewith. 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 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 (EXCEPT FOR THOSE RELATING TO PRIZE FULFILLMENT) SHALL BE IN THE FEDERAL OR STATE COURTS LOCATED IN DALLAS COUNTY, TEXAS.

b. Prize Provider's Fulfillment: Entrant agrees that: (1) (a) any and all disputes, claims and causes of action arising out of or connected with the Sweepstakes Grand Prize Vacation Package described in Section 6 above (excluding air travel) and/or the use thereof shall be resolved individually, without resort to any form of class action, and exclusively before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; or, if the Circuit Court does not have jurisdiction, then before the United States District Court for the Middle District of Florida (Orlando Division); or if neither of such courts shall have jurisdiction, then before any other court sitting in Orange County, Florida, having subject matter jurisdiction; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; and (c) 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; and (2) (a) any and all disputes, claims and causes of action arising out of or connected with the Sweepstakes Grand Prize Vacation Packages described in Section 6 above for *Disneyland* 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 Superior Court in and for Orange County, California; or, if the Superior Court does not have jurisdiction, then before any other court sitting in Orange County, California, having subject matter jurisdiction; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees; and (c) 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 California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

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 Administrator's Privacy Policy <http://www.helloworld.com/privacy-policy> and Sponsor's Privacy Policy <https://www.southwest.com/privacy/>.

14. Winner List: For the name of the winner, visit <http://bit.ly/31GMbdH>. The winner list will be posted after winner confirmation is complete.

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