

## Southwest Storyteller Contest Official Rules

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

**1. Eligibility:** Southwest Storyteller Contest (the "Contest") is open only to legal residents of the fifty (50) United States and the District of Columbia (excluding Alaska) who are at least twenty-one (21) years old at the time of entry and who have an Instagram® account with at least two thousand five hundred (2,500) followers.

Employees of Southwest Airlines Co., its advertising and promotions agencies, and their parent and affiliate companies, suppliers as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.

**2. Sponsor:** Southwest Airlines Co., 2702 Love Field Drive, Dallas, TX 75235. **Administrator:** HelloWorld, Inc., 3000 Town Center, Floor 21, Southfield, MI 48075.

**3. Agreement to Official Rules:** Participation in this Contest 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 this Contest, including timeliness of any particular "Submission." Winning a prize is contingent upon fulfilling all requirements set forth herein.

**4. Timing:** The Contest begins on February 5, 2019 at 12:00 a.m. Eastern Time ("ET"), ends on April 7, 2019 at 11:59 p.m. ET (the "Contest Period") and consists of five (5) phases (each a "Phase"), as outlined below.

Phase	Start Date at 12:00 a.m. ET	End Date at 11:59 p.m. ET
Initial Submission	February 5, 2019	February 24, 2019
Submission Judging	February 25, 2019	March 10, 2019
Survey	March 11, 2019	March 17, 2019
Survey Judging	March 18, 2019	March 24, 2019
Portfolio Creation and Submission	March 25, 2019	April 7, 2019

### 5. How to Enter the Contest:

To participate, you will need to have an Instagram account. Creating an Instagram account is free but is subject to the applicable terms and conditions (<http://instagram.com/about/legal/terms/#>). **Posting on Instagram requires a mobile device and therefore message and data rates may apply.** If entering via a mobile device and using your wireless carrier's network, standard data charges from your wireless carrier may apply. Your Instagram account settings must be set to "unprotected" and/or "public" in order for your post to be viewable by Sponsor.

#### a. Initial Submission Phase:

During the Initial Submission Phase, take the following actions to enter the Contest: (1) Follow @Southwestair on Instagram; and (2) post a photo and caption on Instagram that tells an engaging travel story. Include the hashtags #SouthwestStorytellers and #contest and mention @Southwestair in the caption (the "Submission").

It is not required for your Initial Submission to refer, positive or negative, to Sponsor's products or services. By posting your Submission, you agree that it conforms to the guidelines, permissions, and

content restrictions below and that Sponsor, in its sole discretion, may remove your Submission from a gallery, if any, and disqualify you if it believes that it fails to conform.

Guidelines:

- The Submission must be in a format consistent with Instagram; and
- The Submission must be your original work.

Permissions: Entrant must have permission from any recognizable individuals who appear in the Submission to use their names and likenesses in the Submission and to grant the rights set forth herein. Minors may only be included in the Submission if entrant is their parent or legal guardian. If requested, entrant must be able to provide such permissions or proof in a form acceptable to Sponsor.

Content Restrictions:

- The Submission must not contain any music;
- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Submission must not contain content created by a third party, such as images or artwork;
- The Submission must not contain brand names or trademarks other than those owned by Sponsor, which entrant has a limited license to use in his/her Submission in this Contest;
- The Submission must not disparage Sponsor, Administrator, or any other person or party;
- The Submission must not contain material that is inappropriate, offensive, indecent, obscene, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age; and
- The Submission must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any state where Submission is created.

Limit: Each entrant may upload one (1) Submission during the Initial Submission Phase. Submissions received from any person in excess of the stated limit will be void. Submissions generated by script, macro or other automated means are void. Multiple entrants are not permitted to share the same Instagram account. Any attempt by any entrant to obtain more than one (1) entry by using multiple/different Instagram accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. In the event of a dispute as to any registration, the authorized account holder of the Instagram account 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 used to create the Instagram account. Each potential winner may be required to show proof of being the authorized account holder. Released Parties (as defined in Section 11, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed, or misdirected Submissions or failure to receive Submissions due to limitation of third-party social network platforms; all of which will be void.

**b. Survey Phase for Semi-Finalists:**

During the Survey Phase, each Semi-Finalist will be invited to answer survey questions. Click on the link included in the Instagram Direct Message and follow the instructions to provide your contact information and answer the provided questions. Questions are related to your status as a social influencer, whether you have worked previously with any other brands, including other airline brands, and your affinity to the Southwest brand.

Answers to the following questions will be deemed the survey answers ("Survey Answers"):

- Provide your social media handle(s)
- Have you partnered with brands before? If so, which ones?
- Please provide links to content containing work that you partnered with brands in the past.

- Total followers on Instagram
- Rapid Rewards Number
- Are you currently a Southwest Airlines Chase credit card holder?

Answers to the following questions will be deemed the tiebreaker answers (“Tiebreaker Answers”):

- If Southwest powered your travel for the year, where would you go and what would you do?
- What’s your most memorable Southwest or travel experience?

Each Tiebreaker Answer must not exceed one hundred (100) words. Your Tiebreaker Answer must conform to guidelines, permissions, and content restrictions listed above in Section 5 a.

Sponsor reserves the right to verify all Survey Answers.

### **c. Portfolio Phase for Finalists:**

Sponsor will email Finalists with a creative brief that provides direction for a Portfolio Submission, including details on how to submit the completed Portfolio Submission. In addition to the details provided by Sponsor, your Portfolio Submission must conform to guidelines, permissions, and content restrictions listed above in Section 5 a. Portfolio Submissions must be submitted no later than April 7, 2019.

**6. Sponsor's Use of Submissions / Portfolio Submission:** Posting a Submission / Portfolio Submission constitutes entrant’s consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission/ Portfolio Submission.

**7. Semi-Finalist, Finalist and Winner Determination:** Semi-Finalists, Finalists and Winners will be determined according to the processes set forth below.

**a. Submission Judging Phase:** During the Submission Judging Phase, a panel of qualified judges determined by Sponsor in its sole discretion will select the one hundred (100) entrants with the highest-scoring Submissions (the "Semi-Finalists") from among all eligible Initial Submissions based on the following criteria (“Judging Criteria”):

- Beauty/Artistic value of photo (30%);
- Clever and engaging caption that tells a travel story (35%); and
- Overall quality of the post (high quality photo and articulate caption with proper grammar) (35%).

In the event of a tie, the entrant whose Submission received the highest score for Clever and engaging caption that tells a travel story, as determined by the qualified judges, in their sole discretion, will be deemed the applicable Semi-Finalist from among the tied entrants. Sponsor reserves the right to select fewer than the stated number of Semi-Finalists, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions. Sponsor will not disclose judging scores.

Each Semi-Finalist will receive a Direct Message from the Sponsor (@Southwestair) on or around March 11, 2019 and will be directed to complete and submit a registration form and complete an online survey during the Survey Phase (described above in Section 5.b).

**b. Survey Judging Phase:** During the Survey Judging Phase, Sponsor will score surveys and where necessary engage a panel of qualified judges, determined by Sponsor in its sole discretion

to review answers to the tiebreaker questions. Sponsor will select the ten (10) Semi-Finalists with the highest-scoring Survey Answers (the "Finalists") based on the following points allocation. Sponsor has allocated point values for each survey question response. There are seventy-five (75) points available.

Influence – 50 total points available

- Platform Presence - 10 points available
- Followers on Instagram – 15 points available
- Engagement Rate on Instagram - 20 points available
- Previous Brand Partner Experience - 5 points available

Southwest Affinity – 25 total points available

- A-List/A-List Preferred - 5 points available
- Companion Pass - 5 points available
- Rapid Rewards Member - 10 points available
- Credit Card Holder - 5 points available

In the event of a tie, the panel of judges will determine the Finalist by judging the Tiebreaker Answers based on the following Judging Criteria:

- Clever and engaging story (10%);
- Quality of answer (proper grammar, sentence structure) (20%);
- Originality and uniqueness of answer (30%); and
- Alignment to Southwest Brand (core values of Servant's Heart, Warrior Spirit, and Fun Loving Attitude) (40%).

The Semi-Finalist whose Tiebreaker Answers receive the highest score, as determined by the qualified judges in their sole discretion, will be deemed the applicable Finalist from among the tied Semi-Finalists. Sponsor reserves the right to select fewer than the stated number of Finalists, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Survey Answers. Sponsor will not disclose judging scores.

**c. Winner Determination:** After the conclusion of the Portfolio Creation and Submission Phase, a panel of qualified judges, determined by Sponsor in its sole discretion, will select the winners based on the following Judging Criteria:

- Beauty/Artistic value of photos (30%);
- Clever and engaging captions that tell a story (25%);
- Overall quality of the post (high quality photos and articulate captions with proper grammar) (20%) and
- Adherence to creative brief (25%).

Subject to the entrants' compliance with these Official Rules, the Finalist whose Portfolio Submission receives highest score will be deemed the potential Grand Prize winner. The Finalist with the next-highest scoring Portfolio Submission will be deemed the potential First Prize winner. The Finalist with the next-highest scoring Portfolio Submission will be deemed the potential Second Prize winner. The two (2) Finalists with the next-highest scoring Portfolio Submissions will be deemed the potential Third Prize winners. The remaining five (5) Finalists will be deemed the potential Fourth Prize winners. In the event of a tie, the entrant whose Portfolio Submission received the highest score for "Adherence to creative brief," as determined by the qualified judges in their sole discretion, will be deemed the applicable potential winner from amongst the tied entrants. Sponsor reserves the right to select fewer than the stated number of winners, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Portfolio Submissions. Sponsor will not disclose judging scores.

**8. Winner Requirements:** Winner will be notified by 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 from among the eligible entries. In the event that a potential winner is disqualified for any reason, the next received and eligible Submission received by Sponsor that is fully compliant with these Official Rules shall be deemed the winner, until the prize is awarded. Sponsor will identify each potential winner and verify the potential winner's eligibility after the end of the Contest Period. If unable to verify eligibility, Sponsor will select an alternate potential winner within a reasonable time thereafter.

**9. Prizes:**

ONE (1) GRAND PRIZE: The Grand Prize winner will receive twenty-four (24) Southwest flight e-passes valid for one-way travel on Southwest Airlines® (subject to Air Travel Restrictions set forth below). Approximate Retail Value ("ARV"): \$4,800.

ONE (1) FIRST PRIZE: The First Prize winner will receive twelve (12) Southwest flight e-passes valid for one-way travel on Southwest Airlines (subject to Air Travel Restrictions set forth below). ARV: \$2,400.

ONE (1) SECOND PRIZE: The Second Prize winner will receive six (6) Southwest flight e-passes valid for one-way travel on Southwest Airlines (subject to Air Travel Restrictions set forth below). ARV: \$1,200.

TWO (2) THIRD PRIZES: Each Third Prize winner will receive a \$500 Southwest® gift card (subject to Gift Card Restrictions set forth below). ARV for each Third Prize: \$500.

FIVE (5) FOURTH PRIZES: Each Fourth Prize winner will receive 10,000 Southwest Airlines Rapid Rewards® bonus points (subject to Rapid Rewards® Restrictions set forth below). ARV: for each Fourth Prize: \$128. Winner is responsible for any additional costs needed to reach their destination if the Rapid Rewards points do not cover the entire cost of the flight.

Total ARV of all prizes: \$12,440.

Air Travel Restrictions: Air travel is subject to Southwest Airlines terms and conditions; certain restrictions may apply. 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 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.

**Gift Card Restrictions:** A Southwest gift card is redeemable at southwest.com, 1-800-I-FLY-SWA, or at a Southwest Airlines ticket counter for air travel and other qualifying products and services. A complete set of terms and conditions is available at Southwest.com. Gift card is nonrefundable and not redeemable for cash or credit except where required by law. Gift card is not replaceable if lost, stolen or destroyed. Protect the card like cash. For balance check, call 1-866-393-2081. Activation or use of Southwest gift card constitutes acceptance of all terms and conditions on southwest.com.

**Rapid Rewards Restrictions:** Conditions of Southwest Airlines Rapid Rewards points apply. Potential winners will need to provide their Rapid Rewards account number to collect their prize. If you do not have a Rapid Rewards account number, you may register for an account by going online to [www.southwest.com/rapidrewards](http://www.southwest.com/rapidrewards). Rapid Rewards accounts are free. Points will be deposited into the winner's Rapid Rewards account within approximately eight (8) weeks after the potential winner has been verified by Sponsor and Participant has been notified that verification is complete. Rapid Rewards points prizes do not count toward any increased or improved status in the Rapid Rewards Program, including any Southwest Airlines Companion Pass or Tier Status designation (e.g., A-List or A-List Preferred). Rapid Rewards points awarded are subject to the Southwest Airlines Rapid Rewards Rules and Regulations, available at <http://www.southwest.com/rterms>. Southwest Airlines reserves the right to amend, suspend, or change the program and/or program rules at any time without notice. Rapid Rewards Members do not acquire property rights in accrued points and awards. Rapid Rewards points have no cash value and are void if sold, purchased, brokered, or bartered. The number of points needed for any particular Southwest Airlines flight is set by Southwest Airlines and will vary depending on destination, time, day of travel, demand, point redemption rate, and other factors and are subject to change. **Points bookings do not include taxes, fees, and other government/airport charges of at least \$5.60 per one-way flight.**

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 (or a component thereof) 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. **Limit:** One (1) prize per person. Prizes will be fulfilled within 10 weeks after the end of the Contest.

**10. Taxes:** Payments of all 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 year in which the prize is awarded.

**11. Release:** By receipt of any prize, each winner agrees to release and hold harmless the Sponsor, Instagram LLC, Administrator, and their respective parent companies, 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 Contest or receipt or use or misuse of any prize, including any related travel redeemed therewith.

**12. Publicity** Acceptance of any prize shall constitute and signify each winner's agreement and consent that Sponsor and its designees may use the winner's name, city, state, likeness, photo, including winner's Instagram profile photo, Submission, and/or prize information in connection with the Contest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

**13. Ownership of Submission/Survey Answers/Portfolio Submission:** Each winner shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the Submission/Survey Answers/Portfolio Submission and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the

Submission/Survey Answers/Portfolio Submission for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. Each winner accepts and acknowledges that Sponsor shall not be obligated to use the Submission/Survey Answers/Portfolio Submission and that Sponsor in its sole discretion shall have the right to refrain from using the Submission/Survey Answers/Portfolio Submission. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Each winner will indemnify Sponsor, Released Parties, and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms.

**14. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine the winners from among all non-suspect, eligible Submissions received up to time of such action using the judging procedure outlined above. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the Submission process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated Submissions. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) 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.

**15. Limitations of Liability:** Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest; (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 Submission process or the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of Submissions, the announcement of the prizes or in any Contest-related materials; (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 Contest or receipt or use or misuse of any prize (including any travel/activity related thereto). Released Parties are not responsible for misdirected or undeliverable Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third-party use of any Submission.

**16. 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 Contest, 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 Contest, but in no event attorneys' fees. Sponsor reserves the right to correct clerical or typographical errors in Contest 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.**

**17. Entrant's Personal Information:** Information collected from entrant is subject to Sponsor's Privacy Policy <https://www.southwest.com/privacy> and Administrator's Privacy Policy <http://www.HelloWorld.com/privacy-policy>.

**18. Winner List:** For a winner list, visit <http://bit.ly/2HGkixM>. The winner list will be posted after winner confirmation is complete.

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