Southwest® Take Flight Sweepstakes
Official Rules

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

1. Eligibility: The Southwest Take Flight 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., Disney Destinations, LLC (“Prize Provider”), 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 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 Worldwide Services, Inc. is not a sponsor, co-sponsor or administrator of this Sweepstakes.

3. Timing: The Sweepstakes begins on August 27, 2019 at 12:00 a.m. Eastern Time (“ET”), and ends on December 31, 2019 at 11:59 p.m. ET (the “Promotion Period”) and consists of two (2) phases (each a “Phase”) as outlined below.

<table>
<thead>
<tr>
<th>Phase</th>
<th>Start Date at 12:00 a.m. ET</th>
<th>End Date at 11:59 p.m. ET</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>August 27, 2019</td>
<td>September 30, 2019</td>
</tr>
<tr>
<td>2</td>
<td>December 1, 2019</td>
<td>December 31, 2019</td>
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Administrator’s computer is the official time-keeping device for the Sweepstakes.

4. How to Enter: During each Phase of the Promotion Period, visit www.Southwest.com/TakeFlight 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 each Phase.

Bonus Sweepstakes Entries: During each Phase, there are two (2) ways to earn bonus entries (subject to the limits set forth below), as described below.

- **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) 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 each Phase. Tweets must include the hashtag #Sweepstakes for entry to be valid.

- **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. Posts must include the hashtag #Sweepstakes for entry to be valid.

Limit: Each entrant may receive a maximum of three (3) bonus Sweepstakes entries per day during each Phase 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 winners from all eligible entries received during each Phase, on or around the next business day following the conclusion of the applicable Phase. Non-winning entries from Phase 1 will not carry over to Phase 2. The potential winners will be notified by email or phone. 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. 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.

6. Prize: GRAND PRIZES: Five (5) Grand Prizes (three (3) awarded for Phase 1 and two (2) awarded for Phase 2). Each Grand Prize winner will receive a vacation package (each a “Vacation Package”) to experience Star Wars™: Galaxy’s Edge at the Walt Disney World® Resort and the Disneyland® Resort, as outlined below:

Walt Disney World® Resort: (i) round-trip air travel for winner and three (3) guests (each a “Guest”; collectively “Guests” and together with the winner, the “Group”) on Southwest Airlines® from the closest major U.S. airport to the winner’s residence served by Southwest Airlines 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; (ii) round-trip ground transportation for the Group via Disney’s Magical Express® service 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; (iii) 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); (iv) four (4) 5-day Tickets with Park Hopper® Option; (v) one (1) Disney Gift Card with a value of $250.00 (subject to restrictions); and (vi) VIP viewing for one (1) parade or show at the Walt Disney World® Resort for the Group (parade and/or show selection and date of experience are at the discretion of Prize Provider; based on availability; restrictions apply).

Disneyland® Resort: (i) round-trip air travel for the Group on Southwest Airlines from the closest major U.S. airport to the winner’s residence served by Southwest Airlines to John Wayne Airport or Los Angeles International Airport (subject to Air Travel Restrictions set forth below) provided, however, if winner resides within 250 miles of the Disneyland® Resort, air travel will not be provided; (ii) round-trip ground transportation for the Group between John Wayne Airport or Los Angeles International Airport and the
Travel and lodging for the Grand Prize awarded by Sponsor must be completed by September 15, 2020. The Group must travel together on the same itinerary, and air transportation must be round-trip from/to the same departure airport/arrival airport, as chosen by Sponsor. Grand Prize fulfillment and travel are subject to certain restrictions, air travel flight availability, and certain hotel/room availability at a resort hotel as chosen by Prize Provider. Vacation Package must be booked through a travel agent as designated by Prize Provider at least forty-five (45) days prior to arrival. Resort blackout dates apply. No extensions will be granted. Certain travel and lodging restrictions apply including airline carrier’s regulations and conditions. Airline tickets are non-refundable, non-transferable, and are not valid for upgrades. 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 September 15, 2020. 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. If a 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. 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. Each winner will have the opportunity to select three (3) Guests to travel to the Walt Disney World® Resort as well as three (3) Guests to travel to the Disneyland® Resort. Guests need not be the same for each trip. Each person in each Group will be required to execute a liability/publicity release form prior to booking of any travel. Failure to return the executed release form within the specified time period will result in forfeiture of the Vacation Package. Winner acknowledges that he/she is solely responsible for any actions, claims, or liabilities of the Group, related to any use or misuse of the prize or any prize-related activity or travel. A Guest under the age of majority must be accompanied by his/her parent/legal guardian who must be at least the age of majority and both will be deemed Guests of the Group (unless the winner is the Guest's parent or legal guardian). Once selected by winner, Guests cannot be changed without the express consent of Sponsor and Prize Provider, which may be withheld for any reason. Grand Prize must be accepted as awarded or it will be forfeited and awarded to an alternate winner. Travel accommodations and other restrictions apply. Vacation Package will not include the following: transportation from/to winner’s residence and the departure airport, transportation to/from the Walt Disney World® or Disneyland® Resort and winner’s residence if winner lives within 250 miles of such Resort, airport departure fees, baggage fees; insurance (health, travel, medical); parking fees (unless stated otherwise); room service, laundry service, spa treatments; food or beverages; merchandise, souvenirs; incidental expenses; local or long distance telephone calls; tips, gratuities, service charges; or any taxes; or any other charges not explicitly included herein. 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.

Total average retail value ("ARV") of each Vacation Package: $11,056.00. The actual value of each Vacation Package may vary depending on fluctuations of hotel rates. Any difference between the approximate retail value and the actual cost of each Vacation Package will not be awarded.
No prize substitutions, cash equivalent, or transfer of prizes permitted except at the sole discretion of the Sponsor. Prize elements may not be separated. Sponsor reserves the right, at its sole discretion, to award a prize of greater or equal value if the advertised prize is unavailable. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a Grand Prize Vacation Package depend on the number of eligible entries received during the applicable Phase. **Limit:** one (1) prize per person. **Total ARV of all prizes:** $55,280.00.

**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. 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. Each 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 Packages 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 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.


14. Winner List: For a winner list, visit http://bit.ly/2Kv41wb. The winner list will be posted after winner confirmation is complete.

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