

TERMS OF USE

Effective Date: [September 6](#), 2016.

THIS AGREEMENT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE SITE.

Introduction and Overview

You have arrived at <http://www.wannagetaway.com> which is owned and operated by Southwest Airlines Co. (“**Southwest**,” “**we**,” or “**us**”). These Terms of Use (“**Terms**”) govern your use of the online service location that posts a link to these Terms, and all features, content, and other services that we own, control and make available through such online service location (collectively, the “**Site**”). By using the Site, you accept these Terms and the **Privacy Policy**: <https://www.southwest.com/privacy/> applicable to the Site, and consent to the collection and use of your data in accordance with the Privacy Policy. In some instances, both these Terms and separate terms will apply to your use of the Site (“**Additional Terms**”). To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless they expressly state otherwise. **To print the full Terms of Use, click here: <http://www.wannagetaway.com>**

Site Use

Contest. This Site provides information regarding the #WannaGetAway Contest (the “**Contest**”), including a description of the Contest and certain details regarding the Contest. By participating in the Contest, you are agreeing to official rules that govern the Contest. To view the Official Rules of the Contest, please click [here: https://southwest.promo.eprize.com/wannagetaway/public/fulfillment/rules.pdf](https://southwest.promo.eprize.com/wannagetaway/public/fulfillment/rules.pdf). These Terms govern your use of the Site, not your participation in the Contest.

Sweepstakes. This Site may allow users to enter the #WannaGetAway Sweepstakes (the “**Sweepstakes**”), which requires registration. By participating in the Sweepstakes, you are agreeing to official rules that govern the Sweepstakes. To view the Official Rules of the Sweepstakes, please click [here: https://app.promo.eprize.com/wannagetaway/](https://app.promo.eprize.com/wannagetaway/) These Terms govern your use of the Site, not your registration for, or entry in, the Sweepstakes.

Restrictions. If you are under the age of majority in the jurisdiction in which you reside, you are not permitted to use the Site. You further agree that you will not: (i) use the Site or Content (defined below) for any political or commercial purpose; (ii) engage in any activity in connection with the Site or Content that is unlawful, harmful, offensive, obscene, violent, threatening, harassing, abusive, or otherwise objectionable to Southwest; (iii) harvest any information from the Site; (iv) reverse engineer or modify the Site; (v) interfere with the proper operation of or any security measure used by the Site; (vi) infringe any intellectual property or other right of any third party; (vii) use the Content in a manner that suggests an unauthorized association or is beyond the scope of the limited license granted to you; or (viii) otherwise violate these Terms or any applicable Additional Terms.

Availability and Termination. Southwest may immediately suspend or terminate the availability of the Site and Content, in whole or in part, to any individual user or all users, for any reason, in Southwest’s sole discretion, and without advance notice or liability. Upon suspension or termination of your access to the Site, or upon notice from Southwest, all rights granted to you under these Terms or any Additional Terms will cease immediately, and you agree that you will immediately discontinue use of the Site. The provisions of these Terms and any applicable Additional Terms, which by their nature should survive your suspension or termination, will survive.

Content Ownership and Licenses

Our Content. The Site contains: (i) materials and other items relating to Southwest and its products and services, and similar items from our licensors and other third parties, including all layout, information, databases, articles, posts, text, data, files, images, scripts, designs, graphics, instructions, illustrations, photographs, sounds, pictures, videos, advertising copy, URLs, technology, software, interactive features, the “look and feel” of the Site, and the compilation, assembly, and arrangement of the materials of the Site and any and all copyrightable material; (ii) trademarks, logos, trade names, trade dress, service marks, and trade identities of various parties, including those of Southwest; and (iii) other forms of intellectual property (all of the foregoing, collectively “**Content**”). All right, title, and interest in and to the Site and the Content is the property of Southwest or our licensors or certain other third parties, and is protected by U.S. and international copyright, trademark, trade dress, patent and/or other intellectual property and unfair competition rights and laws to the fullest extent possible.

License to Our Content. Subject to your strict compliance with these Terms and the Additional Terms, Southwest grants you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to download, display, view, use, play the Content on a personal computer, browser, laptop, tablet, mobile phone or other Internet-enabled device (each, a “**Device**”) and/or print one copy of the Content as it is displayed to you, and to create hyperlinks to the Site, in each case for your personal, non-commercial use only.

Your Content. The Site may allow you to submit content to us via the Site, or by means other than the Site (such as via our social media pages), including by playing games on the Site or entering the Contest or Sweepstakes (“**Submissions**”). You agree that your Submissions will not: (i) promote any political or commercial purpose; (ii) defame, abuse, harass, stalk, or threaten others; (iii) use racially or ethnically offensive language; (iv) discuss or incite illegal activity; or (v) infringe any intellectual property or other right of any third party.

License to Your Content. You grant us a non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, transferable and cost-free right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense, display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise use and exploit in any manner whatsoever, all or any portion of your Submissions and derivative works thereof, for any purpose whatsoever in all formats, on or through any means or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same. You also irrevocably consent to our use and association of your name in connection with your Submissions and derivatives thereof. You agree to waive any moral rights that you may have in any Submissions, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights in a manner that interferes with any exercise of the granted rights. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section. Our receipt of your Submissions is not an admission of their novelty, priority, or originality, and it does not impair our right to contest existing or future intellectual property rights relating to your Submissions.

Reservation of All Rights. All rights not expressly granted to you are reserved by Southwest and its licensors and other third parties. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. *Any unauthorized use of any Content or the Site for any purpose is prohibited.*

Copyright Infringement and DMCA Policy. Southwest respects the intellectual property rights of others, and expects those who use the Site to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement in the U.S.A., please notify Southwest of your claim of infringement by sending the following written information to our Copyright Agent, designated as such pursuant to the Digital Millennium Copyright Act (“**DMCA**”), 17 U.S.C. § 512(c)(2), named below:

- Your physical or electronic signature.

- Identification of the copyrighted work you believe to have been infringed.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number and, if available, e-mail address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

We will respond to notices of claimed copyright infringement in accordance with the DMCA. It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers. Our designated Copyright Agent to receive DMCA Notices is:

Southwest Airlines
Attention: General Counsel
2702 Love Field Drive
HDQ-4GC
Dallas, Texas 75235
(214) 792-4680
(214) 792-6200 (fax)

Customer Support

If you have any questions, please [visit this page: https://southwest.promo.eprize.com/wannagetaway/faq.html](https://southwest.promo.eprize.com/wannagetaway/faq.html). You acknowledge that the provision of support is at Southwest's sole discretion and that we have no obligation to provide you with customer support of any kind. All legal notices to us must be mailed to: to Southwest Airlines Co., P.O. Box 36647-1CR, Dallas, Texas 75235 (Attention: General Counsel). When you communicate with us electronically, you consent to receive communications from us electronically. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Third-Party Sites; Advertisements; Dealings with Third Parties

Third-Party Content and Sites; Advertisements. The Site may contain or may interact with third party content that is not owned, controlled or operated by Southwest (collectively, "**Third-Party Services**"). We may also host our content on Third-Party Services. Southwest neither endorses nor controls such Third-Party Services, and you acknowledge and agree that we are not responsible or liable for the information, content, products, or services on or available from such Third-Party Services, or for the results to be obtained from using them. If you choose to access any such Third-Party Services, you do so at your own risk.

Dealings with Third Parties. Any interactions, transactions, and other dealings that you have with any third parties found on or through the Site are solely between you and the third party. You hereby agree to indemnify Southwest against all claims, injury and/or damages including attorneys' fees that arise out of your use of any Third-Party Service, including from any material that you post on any forum or social networking site in connection with us and/or any other claim related to your use of social media.

Wireless Features and Communications

The Site may offer features that are available to you via your wireless Device including the ability to access the Site's features, upload content to the Site, and receive messages from the Site (including email notifications)

(collectively, “Wireless Features”). By using the Site, you agree that Southwest may change, alter, or modify the settings or configurations on your Device in order to allow for or optimize your use of the Site. You agree that as to the Wireless Features for which you are registered for, we may send communications via such features or apps to your wireless Device regarding us or other parties. Further, we may collect information related to your use of the Wireless Features. If you have registered via the Site for Wireless Features, then you agree to notify Southwest of any changes to your wireless contact information (including phone number) and update your accounts on the Site to reflect the changes. If the Site includes push notifications or other mobile communication capability, you hereby approve our delivery of electronic communications directly to your mobile Device. These notifications, including badge, alert or pop-up messages, may be delivered to your Device even when it is running in the background. You may have the ability, and it is your responsibility, to control the notifications you do, or do not, receive via your Device through your Device settings. Standard message, data and other fees may be charged by your carrier, and carriers may deduct charges from pre-paid amounts or data allowances, for which you are responsible. Your carrier may prohibit or restrict certain Wireless Features and certain Wireless Features may be incompatible with your carrier or wireless Device. Contact your carrier with questions regarding these issues.

E-Mail Messages. You may cancel or modify our e-mail marketing communications you receive from us by following the instructions contained within our promotional e-mails. This will not affect subsequent subscriptions and if your opt-out is limited to certain types of e-mails the opt-out will be so limited. Please note that we reserve the right to send you certain communications relating to your account or use of our Site, such as administrative and service announcements and these transactional account messages may be unaffected if you choose to opt-out from receiving our marketing communications.

Dispute Resolution Certain portions of this Section are deemed to be a “written agreement to arbitrate” pursuant to the Federal Arbitration Act. You and Southwest agree that we intend that this Section satisfies the “writing” requirement of the Federal Arbitration Act. This Section can only be amended by mutual agreement.

Binding Arbitration. If any controversy, allegation, or claim relates in any way to your use of the Site (collectively, “**Dispute**”), then you agree the Dispute shall be submitted to confidential arbitration in Dallas, Texas, except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court in the State of Texas. You hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in the state and federal courts of Texas. Arbitration under these Terms shall be conducted pursuant to the Commercial Arbitration Rules then prevailing at the American Arbitration Association. The arbitrator’s award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of the Site must be filed within one (1) year after such claim or cause of action arose or be forever barred.

No Class Action Matters. Disputes will be arbitrated only on an individual basis and will not be joined or consolidated with any other arbitrations or other proceedings that involve any claim or controversy of any other party. YOU AND SOUTHWEST AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

Disclaimer of Representations and Warranties

THE SITE IS PROVIDED TO YOU ON AN “AS IS,” “AS AVAILABLE,” AND “WITH ALL FAULTS” BASIS. NEITHER SOUTHWEST NOR ANY OF ITS OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES OR AGENTS (COLLECTIVELY, THE “SOUTHWEST PARTIES”) MAKE ANY REPRESENTATIONS, WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER AS TO

THE CONTENT OR OTHER SERVICES, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, INCLUDING THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND FREEDOM FROM COMPUTER VIRUS. BY ACCESSING OR USING THE SITES YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE SITE.

Limitations of Our Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE SOUTHWEST PARTIES BE LIABLE TO YOU FOR ANY LOSS, DAMAGE OR INJURY OF ANY KIND INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSSES OR DAMAGES, OR DAMAGES FOR SYSTEM FAILURE OR MALFUNCTION OR LOSS OF PROFITS, DATA, USE, BUSINESS OR GOOD-WILL, ARISING OUT OF OR IN CONNECTION WITH (A) THE SITE, (B) THESE TERMS OR (C) YOUR USE OF, OR INABILITY TO ACCESS OR USE, THE SITE OR ANY CONTENT AVAILABLE ON OR THROUGH THE SITE, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR SOUTHWEST HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE SOUTHWEST PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF THE SITE EXCEED THE GREATER OF (A) THE AMOUNTS, IF ANY, PAID BY YOU TO SOUTHWEST FOR YOUR USE OF THE SITE IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO YOUR CLAIM OR (B) FIFTY UNITED STATES DOLLARS (\$50.00). THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER THE ASSERTED LIABILITY OR DAMAGES ARE BASED ON CONTRACT, INDEMNIFICATION, TORT, STRICT LIABILITY, STATUTE OR ANY OTHER LEGAL OR EQUITABLE THEORY.

Waiver of Injunctive or Other Equitable Relief

YOU AGREE THAT YOU WILL NOT BE PERMITTED TO OBTAIN AN INJUNCTION OR OTHER EQUITABLE RELIEF OF ANY KIND, SUCH AS ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, APPLICATION, CONTENT, SUBMISSIONS, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED OR CONTROLLED BY SOUTHWEST OR A LICENSOR OF SOUTHWEST.

Updates to Terms

We reserve the right, at any time in our sole discretion, to modify or replace any part of these Terms and any applicable Additional Terms, without prior notice. You agree that we may notify you of any updated Terms and any applicable Additional Terms by posting them on the Site so that they are accessible via a link from the home page, and/or to send you an email to the last email address you provided to us. All such changes are effective immediately when we post them, or such later date as may be specified in the notice of updated Terms and any applicable Additional Terms. Your continued use of the Site following the posting of revised Terms and any applicable Additional Terms shall indicate your acknowledgement of such changes and your agreement to be bound by the terms and conditions of such changes. If you object to any such changes, your sole recourse is to cease using the Site.

General Provisions

Consent or Approval. No Southwest consent or approval may be deemed to have been granted by Southwest without being in writing and signed by an officer of Southwest.

Indemnity. You agree to defend, indemnify and hold harmless Southwest from and against any and all claims, liabilities, damages, losses, costs and expenses (including, reasonable attorneys' fees and costs) arising out of or in connection with any of the following: (i) your breach or alleged breach of these Terms; (ii) your Submissions; (iii) your use of the Site; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental or quasi-governmental authorities; (v) your violation of the rights of any third party, including any intellectual property right, publicity, confidentiality, property or privacy right; or (vi) any misrepresentation made by you. Southwest reserves the right to assume, at your expense, the exclusive defense and control of any matter subject to indemnification by you. You agree to cooperate with Southwest's defense of any claim. You will not in any event settle any claim without the prior written consent of Southwest.

International Issues. Southwest controls and operates the Site from the U.S.A., and Southwest makes no representation that the Site is appropriate or available for use beyond the U.S.A. You agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms or to any sale of goods carried out as a result of your use of the Site. Software related to or made available through the Site may be subject to export controls of the U.S.A, and, except as authorized by law, you agree and warrant not to export or re-export the software to any country, or to any person, entity, or end-user subject to U.S. export controls or sanctions.

Severability; Interpretation; Assignment. If any provision of these Terms, or any Additional Terms, is for any reason deemed invalid, unlawful, void, or unenforceable, then that provision will be deemed severable from these Terms or the Additional Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms or the applicable Additional Terms. You hereby waive any applicable statutory and common law that may permit a contract to be construed against its drafter. The summaries of provisions and section headings are provided for convenience only and shall not limit the full Terms. Southwest may assign its rights and obligations under these Terms and any applicable Additional Terms, in whole or in part, to any party at any time without any notice. These Terms and any applicable Additional Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of Southwest.

Investigations; Cooperation with Law Enforcement; Termination; Survival. Southwest reserves the right to investigate and prosecute any suspected breaches of these Terms or the Site. Southwest may disclose any information as necessary to satisfy any law, regulation, legal process or governmental request.

Severability; Interpretation. If any provision of these Terms, or any Additional Terms, is for any reason deemed invalid, unlawful, void, or unenforceable by a court or arbitrator of competent jurisdiction, then that provision will be deemed severable from these Terms or the Additional Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms or the applicable Additional Terms (which will remain in full force and effect). To the extent permitted by applicable law, you agree to waive, and you hereby waive, any applicable statutory and common law that may permit a contract to be construed against its drafter. The summaries of provisions and section headings are provided for convenience only and shall not limit the full Terms.

Communications. When you communicate with us electronically, such as via email and text message, you consent to receive communications from us electronically. We will try to promptly respond to all inquiries, but we are not obligated to do so. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Complete Agreement; No Waiver. These Terms, and any applicable Additional Terms, reflect our complete agreement regarding your use of the Site and supersede any prior agreements, representations, warranties, assurances or discussion related to the Site. Except as expressly set forth in these Terms or any applicable Additional Terms, (i) no failure or delay by you or Southwest in exercising any of rights, powers, or remedies under will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of these Terms or any applicable Additional Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

California Consumer Rights and Notices. Residents of California are entitled to the following specific consumer rights information: you may contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs by mail at: 400 R St., Suite 1080, Sacramento, California, 95814, or by telephone at (916) 445-1254. Their website is located at: <http://www.dca.ca.gov>.