

Southwest Airlines #WannaGetAway Contest (“Contest”) Official Rules

PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: The Contest is open only to legal residents of the forty-eight (48) contiguous United States and the District of Columbia, who (i) are at least twenty-one (21) years old at the time of entry; (ii) have a valid Facebook, Twitter, or Instagram account; and (iii) did not purchase any photography/video equipment for the purposes of entering this Contest. Employees of Southwest Airlines Co. (“Sponsor”), HomeAway.com, Inc., Tropic Air Limited (“Prize Providers”), HelloWorld, Inc. (“Administrator”), GSD&M Idea City LLC (“GSD&M”), and any of 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 Contest is subject to all applicable federal, state, and local laws and regulations and is void in Alaska, Hawaii, and where prohibited.

2. 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. Winning the prize is contingent upon fulfilling all requirements set forth herein.

3. Timing: The Contest begins on September 6, 2016 at 12:00 a.m. Eastern Time (“ET”) and ends on October 6, 2016 at 11:59 p.m. ET (the “Contest Period”). Sponsor’s computer is the official time-keeping device for the Contest. Facebook, Twitter, and Instagram, LLC’s are not a sponsor, administrator, endorser or associated with the Contest. Questions, comments or complaints regarding this Contest must be directed to Sponsor and not to Facebook, Inc., Twitter, Inc., or Instagram, LLC.

4. How to Enter: During the Contest Period, using your Twitter, Instagram or Facebook account (each an “Account”), describe your funny, most embarrassing moment (the “Contest Theme”), with or without a photo or video. Including a photo or video will not increase your chances of winning and will not be used during the judging process. **Be sure to include the hashtags: #WannaGetAway and #Contest when you share on Twitter, Instagram, or comment on Facebook or your Submission will not be eligible.** Your caption and hashtags together are your submission (“Submission”).

a. **Twitter:** Log into or create your Twitter account. First, if you haven’t done so already, follow @SouthwestAir on Twitter. Then, create and Tweet your Submission. Your account settings must be set to "unprotected" and/or "public" in order for your Tweets to be viewable by Sponsor and its agents. Creating a Twitter account is free, but is subject to its terms and conditions (<https://twitter.com/tos>). ***If you post updates to or receive updates from www.twitter.com via SMS from your wireless phone, message and data rates may apply. Please consult your wireless-service provider regarding its pricing plans.***

b. **Instagram:** Log into or create your Instagram account. First, if you haven’t done so already, follow @SouthwestAir on Instagram. Then, create and post your Submission to your Instagram account. In order for your entry to be valid, your Instagram profile must be public and thus viewable by the Sponsor and its agents. If you do not have the Instagram App, you may download it through the application store on your mobile device. Your post must be consistent with Instagram’s terms (<http://instagram.com/about/legal/terms/#>). ***Posting a photo on Instagram requires a mobile device and message and data rates may apply.***

c. **Facebook:** Visit www.Facebook.com/southwestair and log in or create your Facebook account. Online accounts are free but subject to the terms of service at <https://www.facebook.com/legal/terms>. The Sponsor will post an advertisement of this Contest. Follow the directions to submit one (1) Submission in response to the Sponsor’s post.

By posting your Submission, you agree that it conforms to the guidelines and content restrictions below and that Sponsor, in its sole discretion, may remove your Submission and disqualify you from the Contest if it believes your Submission fails to conform.

Participants are required to provide truthful information and Sponsor will reject and delete any entry that it discovers to be false or fraudulent. Sponsor will disqualify any entry from individuals who do not meet the eligibility requirements, and may also delete any entry received from persons under the age of thirteen (13) in compliance with the Children's Online Privacy Protection Act.

Guidelines:

- The Submission must be in a format acceptable to the applicable social media channel;
- The Submission must contain the promotional hashtags;
- The Submission caption must be in English; and
- The Submission cannot have been submitted previously in a promotion of any kind.

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 not be included in a Submission with a photo or video.** 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 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 post, Tweet or comment on Facebook one (1) Submission during the Contest Period. Submissions received from any person or email address in excess of the stated limit will be void. Submissions generated by script, macro or other automated means are void. In the event of a dispute as to any Submission, the authorized account holder of the email address used to register will be deemed to be the entrant and must comply with these Official Rules. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each entrant may be required to show proof of being an authorized account holder. Released Parties (as defined in Section 9, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed, or misdirected Submissions; all of which will be void.

5. Sponsor's Use of Submissions: Posting, Tweeting or commenting on a 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.

6. Winner Determination: Winners will be determined according to the process set forth below.

a. Submission/Voting Phase: During the Contest Period, each eligible entrant who submits a Submission will be encouraged to have his/her friend(s) like their Submission if on Facebook, favorite their Submission if on Instagram, and retweet their Submission if on Twitter. Each of the stated social actions will be considered a "Vote". Administrator will tally the total number of Votes

for each eligible entrant and Vote tallies will be used to determine the score for the Public Appeal criterion (included in the Judging Criteria described below) for each entrant's Submission. Entrants who receive a higher number of likes on Facebook, retweets on Twitter, and favorites on Instagram will receive a higher Public Appeal score. Sponsor reserves the right to revise voting tallies or not consider the score generated for the Public Appeal criterion for purposes of determining the winners should the voting appear to have been tampered with or manipulated in any way.

b. Judging Phase: A panel of qualified judges, determined by Sponsor in its sole discretion, will select the five (5) entrants with the highest-scoring Submissions ("Grand Prize Winners") based on the following Judging Criteria:

- Fit to Contest Theme (35%);
- Creativity (30%);
- Originality: (30%); and
- Public Appeal (likes, retweets, favorites): (5%)

Subject to the entrants' compliance with these Official Rules, the five (5) entrants whose Submissions receives highest scores will be deemed the potential Grand Prize Winners. In the event of a tie, the entrant whose Submission received the highest score for "Fit to Contest Theme" as determined by the qualified judges in their sole discretion, will be deemed the applicable potential winner from amongst the tied entrants. Sponsor will not disclose judging scores.

7. Winner Requirements: Potential Grand Prize Winners will be notified by @Southwestair via Direct Message on Twitter, Instagram, or Facebook on or around October 19, 2016 and will be required to sign and return to Administrator, within five (5) days of the date notice or attempted notice is sent, a Declaration of Compliance, Liability & Publicity Release in order to claim his/her prize and to fulfill any such other requirements as determined by Administrator. If a potential prize winner fails to provide a Declaration of Compliance, Liability & Publicity Release or any other requested information, he/she may be disqualified and forfeit the prize. In the event that a potential prize winner cannot be contacted, fails to take the steps above, forfeits the prize, or is disqualified for any reason, Administrator will select an alternate potential winner in a random drawing from among all remaining eligible entries, up to three (3) alternates, if time permits. If the alternate potential winners are disqualified, the applicable prize will not be awarded.

8. Prizes:

Five (5) Grand Prizes: A trip for two (2) to San Pedro, Belize for travel dates February 1-4, 2017. Trip package consists of:

- Round trip air travel for winner and one (1) guest on Southwest Airlines® to Philip S.W. Goldson International Airport ("BZE") (subject to [Air Travel Restrictions](#) set forth below);
- Round trip transportation from BZE to Cayo Espanto;
- Three (3) nights' accommodations at Sponsor's choice of hotel (single room, double occupancy);
- Three (3) meals per day per person plus snacks are included. Winners will be sent a "food and dietary needs" checklist prior to the trip to ensure needs are met (e.g., dairy-free, nut free, etc.).
- Activities included on the island include paddle boarding, kayaks, hobie cat and snorkeling. Spa services are excluded and fishing may be excluded but all activities can be arranged directly by the assigned house assistant for each winner.
- Approximate Retail Value ("ARV") of each Grand Prize: \$8,820.

Winner will not receive the difference between the actual and approximate retail values.

Prize must be accepted as awarded or prize will be forfeited and awarded to an alternate winner. Travel must take place on the specified travel dates or winner forfeits prize. Winner and guest must travel on same itinerary. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in these Official Rules, and those set forth by the Sponsor's

airline carrier of choice as detailed in the passenger ticket contract. Sponsor is not responsible if Experience or any other 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. Travel companion must be at least twenty-one (21) years old at the time of travel and must execute liability/publicity releases prior to issuance of prize documents. Winner and travel companions are solely responsible for obtaining valid passports and any other documents necessary for international travel. Restrictions, conditions and limitations may apply. Lost, mutilated, or stolen tickets, vouchers or certificates will not be replaced.

No substitution, exchange, or transfer of prize by any winner. Sponsor reserves the right to substitute the prize or any prize component for one of equal or greater value. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Limit: one (1) prize per person.

Air Travel Restrictions: Air travel is subject to Southwest Airlines' Passenger Contract of Carriage set out at <https://www.southwest.com/assets/pdfs/corporate-commitments/contract-of-carriage.pdf>. If the winner does not live in a city served by Southwest Airlines, he/she is responsible for transportation to and from the nearest airport served by Southwest Airlines. Travel is based on seat availability. Seats on any desired flight are not guaranteed. Winner and guest(s) must travel on the same itinerary and are responsible for obtaining all required travel documents. Winner and guest must have valid government-issued photo identification at the time of travel.

9. Release: By receipt of any prize, each winner agrees to release and hold harmless the Sponsor, Facebook, Inc., Twitter, Inc., Instagram, LLC, Prize Providers, Administrator, GSD&M, 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.

10. 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, 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.

11. Ownership of Submission: Each winner shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the 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 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 and that Sponsor in its sole discretion shall have the right to refrain from using the 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.

12. General Conditions: 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 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. 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.

13. 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 or votes or the tabulating of votes, 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.

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

15. 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>.

16. Winner List: For a winner list, visit <http://bit.ly/2aj4xqO>. The winner list will be posted after winner confirmation is complete.

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

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