Destination: Red Rocks Promotion (the "Promotion")

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID IN ALASKA, HAWAII, PUERTO RICO AND WHERE PROHIBITED OR RESTRICTED BY LAW.

- 1. Eligibility: The Promotion is open only to legal residents of the forty-eight (48) contiguous United States and the District of Columbia who are at least nineteen (19) years of age at the time of entry. Employees of Southwest Airlines Co. ("Southwest" or "Sponsor"), Cataboom, LLC (the "Administrator"), their parent and affiliate companies, Sponsor's advertising and promotions agencies, participating "Bands" (as such term is defined below), as well as the immediate family (spouse, parents, siblings and children) and household members of each are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void in Alaska, Hawaii, Puerto Rico, and where prohibited. 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 Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- 2. **How it Works:** Promotion runs from May 22, 2017 at 12:00:00 a.m. Central Daylight Time ("CDT") through June 8, 2017 at 11:59:59 CDT ("Promotion Period"). The Promotion consists of an instant win (the "Instant Win") to award Instant Win prizes and a random draw sweepstakes (the "Sweepstakes") to award one (1) Sweepstakes prize, as described herein.

There are two (2) ways to participate in the Promotion:

- a) Via Destination Red Rocks. During the Promotion Period, go to https://southwest.fm/DestinationRedRocks (the "Destination Website") and, if this is your first visit to the Destination Website, follow the on-screen instructions to complete the registration information, agree to the terms of these Official Rules and then be redirected to play the game. On subsequent visits to the Destination Website, you may not be required to re-enter your registration information. All requested information on the registration form must be completed in order to participate in the Promotion and to be eligible to win a prize. Once you have completed game play, you will receive a notification if you are an Instant Win prize winner (subject to verification of eligibility) and will automatically receive one (1) entry into the Sweepstakes. Any Instant Win winner will be notified instantly upon completion of participation with on-screen instructions on how to verify his/her eligibility and claim the prize. Limit one (1) Instant Win play/Sweepstakes entry per person, per email address, per day via the Destination Website. For purposes of these Official Rules, a "day" is defined as any twenty-four (24) hour period during the Promotion Period beginning at 12:00:00 a.m. EDT and ending at 11:59:59 p.m. EDT.
- b) Via Destination Red Rocks Band Pages. During the Promotion Period, six (6) bands (each a "Band" and collectively, the "Bands") will be featured on individual "Band" pages on southwest.fm. To participate via a Band page, go to https://southwest.fm/DestinationRedRocks and follow the links to be directed to the individual Band pages (each a "Band Website" and collectively, the "Band Websites") then follow the on-screen instructions to play the game. Once you have completed the game, if this is your first visit to the Band Website, follow the on-screen instructions to complete the registration information and agree to the terms of these Official Rules to get one (1) entry into the Sweepstakes and see if you are an Instant Win prize winner (subject to verification of eligibility). On subsequent visits to a Band Website, you may not be required to re-enter your registration information. All requested information on the registration form must be completed in order to participate in the Promotion and to be eligible to win a prize. Any Instant Win winner will be notified instantly upon completion of participation with on-screen instructions on how to verify his/her eligibility and claim the prize. Limit twelve (12) Instant Win play/Sweepstakes entries per person, per email address via the Band Websites per day.

All entries become property of Sponsor and will not be acknowledged or returned. Incomplete entries are not eligible. Entries must be received by June 8, 2017 at 11:59:59 CDT. Administrator's computer is the official timekeeping device for this Promotion. For purposes of these Official Rules, Destination Website and Band Websites shall collectively be known as the "Website."

Instant Win Prize Winner Determination: One (1) computer generated winning time will be randomly generated for each Instant Win prize available. If you are the first person to participate at or after one of the randomly generated times, you will be a potential winner of the prize indicated, subject to verification of eligibility. If you are a potential winner, you will be provided

with instructions on how to claim your prize. If you receive a message that contains any message other than a winning prize message, you are not a prize winner. Odds of winning an Instant Win prize depend on the total number of eligible entries received and the time and date upon which they are entered.

If due to technical, production or other errors, more Instant Win prizes are claimed than intended, the intended prize will be awarded in a random drawing from all those submitting purportedly valid claims. No more than the number of Instant Win prizes set forth in these Official Rules will be awarded. ALL POTENTIAL WINNING PLAYS ARE SUBJECT TO VERIFICATION BY ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING. A "SCREEN SHOT" IS NOT PROOF OR EVIDENCE OF A WINNING PLAY AND/OR PRIZE. A PARTICIPANT IS NOT A WINNER OF ANY INSTANT WIN PRIZE, EVEN IF THE WEBSITE SHOULD SO INDICATE, UNLESS AND UNTIL SAID PARTICIPANT'S ELIGIBILITY AND THE POTENTIAL WINNING PLAY HAVE BEEN VERIFIED AND SAID PARTICIPANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. ADMINISTATOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY AND IS VOID AND WILL NOT BE HONORED. The submission of a prize claim is solely the responsibility of the participant.

No photocopied, mechanically, or electronically reproduced entries accepted. Any attempt by any person found to enter or in any way attempt to obtain more than the authorized number of entries will be found to be ineligible, and their entries will be disqualified. Any eligible individual participating in this Promotion shall be a "Participant." Participation must be by the Participant. In the event of a dispute as to the identity of a Participant, the authorized account holder of the email address provided during registration will be deemed to be the Participant. Potential winners may be required to show proof of being the authorized email account holder. If the identity of the individual who actually participated in the Promotion cannot be resolved to Sponsor's satisfaction, the affected individual's entry will be deemed ineligible.

Participants are required to provide truthful information and Administrator will reject and delete any entry that it discovers to be false or fraudulent. Administrator will disqualify any entry from individuals who do not meet the eligibility requirements.

2. Sweepstakes Drawing and Sweepstakes Winner Notification: On or about June 9, 2017, a random drawing from all eligible entries received will be conducted by Administrator, an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of the potential Sweepstakes prize winners is final and binding. The potential Sweepstakes prize winners will be notified by email within approximately seventy-two (72) hours after the random drawing takes place. Upon validation, potential winners must execute, have notarized and return an Affidavit of Eligibility and Liability Release and, where legal, a Publicity Release (collectively, the "Required Documentation"). The Required Documentation will be emailed to the potential Sweepstakes prize winners. In the event a potential Sweepstakes Prize winner cannot be contacted using the information provided or fails to respond to Administrator's attempt to notify them of selection within three (3) days (or a shorter time if required by exigencies), such potential winner is disqualified and an alternate Sweepstakes prize winner will be selected. Administrator, in its sole discretion and time permitting, will attempt to contact up to three (3) potential winners of a Sweepstakes prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. Odds of winning a Sweepstakes prize will depend on the total number of eligible entries received. Participants need not be present to win. All potential Sweepstakes winners are subject to eligibility verification by Sponsor/Administrator, whose decisions are final and binding. A PARTICIPANT IS NOT A WINNER OF ANY SWEEPSTAKES PRIZE, EVEN IF NOTIFIED OF BEING A WINNER, UNLESS AND UNTIL THE PARTICIPANT'S ELIGIBILITY HAS BEEN VERIFIED.

3. Prizes:

SWEEPSTAKES PRIZE:

One (1) Sweepstakes prize is available, consisting of a three (3) day/two (2) night trip for the winner and up to three (3) guests to Morrison, CO to attend the Red Rocks concert currently scheduled to take place on June 26, 2017. Sweepstakes prize includes: a) roundtrip air travel to Denver, CO on Southwest Airlines® for winner and three (3) guests for Event dates (subject to Air Travel Restrictions set forth below); b) two (2) nights hotel accommodations (two (2) rooms, double occupancy; room and tax only); c) four (4) admission tickets to the Destination: Red Rocks Concert currently scheduled to take place on June 26, 2017 ("Event"); and d) a \$500 Visa® gift card (subject to terms and conditions) to cover ground transportation and meals. The approximate retail value ("ARV") of Grand Prize is \$2,960.

There will be no substitutions if winner is unable for any reason to attend the Event. If the Event is canceled or postponed for any reason, no tickets will be provided in lieu thereof, nor will Sponsor award an alternate prize or cash value of Event tickets. Event tickets are subject to certain terms and conditions as specified by issuer.

INSTANT WIN PRIZES (UNCLAIMED/UNREDEEMED PRIZES WILL NOT BE AWARDED):

Six (6) \$500 Southwest® gift card prizes are available (ARV: \$3,000). Fourteen (14) \$250 Southwest® gift card prizes are available (ARV: \$3,000). Fifty-Four (54) \$150 Southwest® gift card prizes are available (ARV: \$8,100). Sixty-Nine (69) \$100 Southwest® gift card prizes are available (\$ARV: \$6,900).

Total ARV of all prizes: \$23,960.

Air Travel Restrictions: Air travel is subject to Southwest Airlines terms and conditions; certain restrictions may apply. Round trip travel for four (4) on Southwest Airlines will be awarded in the form of eight (8) Southwest flight e-passes. Each Southwest flight e-pass is valid for one-way travel on Southwest Airlines-operated, published, scheduled service in the United States and Puerto Rico. The Southwest flight e-pass will bear the date of issue and the date of expiration. Expiration dates will not be extended, and travel must be completed on or before the expiration date. The Southwest flight e-pass is not valid on interline or codeshare service. The Southwest flight e-pass is non-refundable and is not redeemable for cash or credit. The Southwest flight e-pass will not be replaced for any reason, including, without limitation, if lost, stolen, or fraudulently used. The Southwest flight e-pass is non-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 promotion 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 epass 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 https://www.southwest.com/html/about-southwest/index.html?clk=GFOOTER-CONTRACT-OF-CARRIAGE#_tab_6. 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(s) must have valid government-issued photo identification at the time of travel. If a travel guest is a minor, winner must be his/her parent/guardian, or be accompanied by his/her parent/guardian.

Guests (and their parent/legal guardian if a guest is a minor) must sign and return a Liability/Publicity Release prior to travel. Sweepstakes prize winners shall be solely responsible for all expenses not specifically set forth herein, including but not limited to meals, beverages, gratuities, tips, ground transportation expenses, telephone charges, taxes, incidentals and other personal expenses. If the closest airport to a Sweepstakes prize winner's home is in close enough proximity to Denver, CO so that, as Sponsor may determine in its sole discretion, a flight is unnecessary, such prize winner may receive alternate transportation from the Sponsor with no further obligation to the winner. Prize winners will not receive cash or any other form of compensation if actual travel costs are less than the prize ARV in these Official Rules. Sponsor reserves the right to select hotels in its sole discretion. In the event a Sweepstakes prize winner and/or his/her guest(s) engages in behavior that (as determined by Sponsor in its sole and absolute discretion) is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the trip or other applicable experience early, in whole or in part, and send winner and/or his or guest(s) home with no further compensation. If a Sweepstakes prize winner is unable to participate in the trip during the dates designated by Sponsor, the prize will be forfeited in its entirety. In the event the Sweepstakes prize winner is able to participate in the trip during the dates designated by Sponsor but any event listed in the prize description does not or cannot take place as scheduled or at all, for reasons including but not limited to scheduling conflicts, cancellations, postponement, an event of force majeure, or for any other reason, then the Sponsor reserves the right to award the remainder of the prize with no further obligation to the winner.

<u>Gift Card Restrictions</u>: A Southwest® gift card is redeemable at https://www.southwest.com/gift-card/home.html, 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 https://www.southwest.com/gift-card/home.html. 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.

<u>For All Prizes</u>: Prizes must be accepted as awarded or prize will be forfeited and, in the case of a Sweepstakes prize winner may be awarded to an alternate winner. No prize substitutions, cash equivalent, or transfer of prizes permitted except at the sole KLS/Sweepstakes Form.Jan2017

discretion of the Sponsor. Sponsor reserves the right, at its sole discretion, to award a prize (or portion of prize) of greater or equal value if the advertised prize is unavailable. If any prize or prize 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 a potential Sweepstakes prize 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 as undeliverable; if a potential winner is unable or unwilling to accept the prize as stated; or if a potential winner cannot be verified as eligible for any other reason, such potential winner will be disqualified and, in the case of a Sweepstakes prize winner, an alternate Sweepstakes prize winner will be selected.

Conditions: Payments of all federal, state, and local taxes are solely the responsibility of the winner. Sweepstakes prize winners 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.

By participating in the Promotion, each winner agree to have his/her name, voice, likeness, photograph, statements, opinions, and biographical information used in any advertising or broadcasting material, whether relating to this Promotion or otherwise, in any media, worldwide, now known or hereinafter developed, in perpetuity, without additional notice, payment, or other compensation unless prohibited by law, and, where legal, to sign a publicity release confirming such consent prior to acceptance of the prize.

Sponsor, it its sole discretion, reserves the right to disqualify any person tampering with the entry process, the operation of the Website, or otherwise in violation of the Official Rules. Sponsor further reserves the right to cancel, terminate or modify the Promotion if it is not capable of completion as planned, including infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort. In such event, Sponsor reserves the right, but not the obligation, to award any remaining prize(s) and the Sweepstakes prizes from the entries submitted before the cancellation, suspension, or modification of the Promotion. Any attempt to undermine the operation of the Promotion may be a violation of criminal and civil law, and, should such attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.

Sponsor reserves the right to make changes in the Official Rules, including the substitution of a prize of greater or equivalent value, which will become effective upon announcement.

Failure to comply with the Official Rules may result in Participant's disqualification solely at the discretion of the Sponsor.

In the event a prize is mailed to a winner, it will be with the prior written consent of the winner and therefore, winner assumes the risk of its loss. Sponsor is not responsible for the safe arrival of a prize. Sponsor is not responsible if potential winner does not receive his/her prize because erroneous, expired, canceled, fraudulent, or fake information was provided during the Promotion.

Indemnification; Limitation of Liability: NEITHER SPONSOR, ADMINISTRATOR, NOR THEIR SUBSIDIARIES AND AFFILIATED ENTITIES IS RESPONSIBLE FOR PRINTING OR TYPOGRAPHICAL ERRORS IN ANY PROMOTION-RELATED MATERIALS OR TRANSACTIONS THAT ARE PROCESSED LATE OR INCORRECTLY OR ARE LOST DUE TO COMPUTER OR ELECTRONIC MALFUNCTION.

SPONSOR IS NOT RESPONSIBLE FOR LOST, STOLEN, MANGLED, MISDELIVERED, POSTAGE DUE, ILLEGIBLE, INCOMPLETE OR LATE ENTRIES, TELEPHONE SERVICE OUTAGES, DELAYS, BUSY SIGNALS, EQUIPMENT MALFUNCTIONS AND ANY OTHER TECHNOLOGICAL DIFFICULTIES THAT MAY PREVENT AN INDIVIDUAL FROM ENTERING OR CLAIMING A PRIZE.

THIS PROMOTION OFFER IS BEING MADE EXCLUSIVELY BY THE SPONSOR. SPONSOR AND ADMINISTRATOR ARE NOT RESPONSIBLE FOR TECHNICAL, HARDWARE, SOFTWARE, OR TELEPHONE FAILURE OF ANY KIND, LOST OR UNAVAILABLE NETWORK CONNECTIONS OR FRAUD, INCOMPLETE, GARBLED, OR DELAYED COMPUTER TRANSMISSION WHETHER CAUSED BY SPONSOR, USER, OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE PROMOTION, OR BY ANY TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE PROCESS OF SUBMISSIONS WHICH MAY LIMIT A PARTICIPANT'S ABILITY TO PARTICIPATE IN THIS PROMOTION. NEITHER SPONSOR, ADMINISTRATOR, NOR THEIR SUBSIDIARIES AND AFFILIATED ENTITIES IS RESPONSIBLE FOR ANY DAMAGES OR INJURY INCURRED BY WINNER AND GUESTS AS A RESULT OF WINNING.

BY ENTERING, PARTICIPANTS AGREE TO RELEASE, HOLD HARMLESS, DEFEND AND INDEMNIFY SPONSOR, ADMINISTRATOR AND THEIR PARENT, SUBSIDIARIES, AFFILIATES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, THE BANDS, AND ANY AND ALL OTHER COMPANIES ASSOCIATED WITH THIS PROMOTION (COLLECTIVELY, THE "RELEASED PARTIES") AGAINST ANY AND ALL LIABILITY, DAMAGES, OR CAUSES OR ACTION (HOWEVER NAMED OR DESCRIBED), RELATED TO OR ARISING OUT OF (I) THE PROMOTION, (II) PARTICIPANT'S PARTICIPATION IN THE PROMOTION, AND (III) THE RECEIPT OR USE OR MISUSE OF THE PRIZE(S) AWARDED HEREIN. POSSIBLE CLAIMS OR CAUSES OF ACTION INCLUDE, BUT ARE NOT LIMITED TO, INFRINGEMENT OF ANY RIGHT OF PUBLICITY OR INTELLECTUAL PROPERTY; THREATENED OR ACTUAL INJURY, LOSS, OR DAMAGE TO ANY PERSON, INCLUDING DEATH AND DISABILITY; DEFAMATION OR PORTRAYAL IN A FALSE LIGHT (INTENTIONAL AND UNINTENTIONAL); AND DAMAGE TO OR LOSS OF PROPERTY, ARISING OUT OF SUCH PARTICIPANT'S PARTICIPATION IN THE PROMOTION OR RECEIPT OR USE OR MISUSE OF ANY PRIZE. IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE FOR OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS PROMOTION.

If for any reason a Participant's entry is confirmed to have been voided or corrupted by any grossly negligent act of the Sponsor, Participant's sole remedy is another entry in the Promotion, subject to availability and provided that the Promotion has not then expired.

4. Construction and 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 Promotion, 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 Promotion, but in no event attorneys' fees. Sponsor reserves the right to correct clerical or typographical errors in Promotion 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.

- **5. Privacy**: **Entrant's Personal Information:** Information collected from entrants is subject to Administrator's Privacy Policy http://www.cataboom.com/privacy and Sponsor's Privacy Policy http://www.southwest.com/privacy.
- 6. Official Rules and Winner's List: Official Rules and the names of the confirmed winners will be available on Southwest.fm.
- 7. Sponsor: The Sponsor of this Promotion is Southwest Airlines Co., 2702 Love Field Drive, Dallas, TX 75235.
- 8. Administrator: The Administrator of this Promotion is Cataboom, LLC, 3030 LBJ Freeway, Suite 300, Dallas, TX 75234.