

# Southwest Introduces "Destination" Series - Continuing Celebration And Support Of Artists On The Rise

## Carrier launches emerging artist competition, setting the stage for the performance of a lifetime

DALLAS, May 22, 2017 /PRNewswire/ -- <u>Southwest Airlines Co.</u> (NYSE: LUV) today launched **Destination: Red Rocks**, the first of its new "Destination" music series. The program demonstrates the carrier's continued commitment to supporting and celebrating the emerging artist community, while placing a focus on Customer Experience and delivering outstanding Hospitality.

#### **Destination: Red Rocks**

As part of Destination: Red Rocks, Southwest sourced six emerging artists from cities across the country to take part in a friendly contest for a chance to win the opportunity to open for The Fray at the world-famous Red Rocks Amphitheatre in Morrison, Colorado on June 26, 2017. At the center of the program for each participating artist is a Live at 35® performance, where artists perform onboard a Southwest flight at 35,000 feet. Each artist's Live at 35 video is hosted on <u>Southwest.fm</u>, where visitors can view and vote for their favorite performance, helping the artists rise to the top for a chance to perform as the opening act at Destination: Red Rocks. The winning Artists on the Rise will be selected by an impartial panel of judges and announced on or about June 12, 2017.

"At Southwest, we're in the business of connecting our Customers to the most important moments in their lives. Music provides our Employees an avenue to drive an emotional, human connection with our Customers, straight from the heart," said <u>Linda Rutherford</u>, Vice President & Chief Communications Officer at Southwest Airlines. "We've always been known for our Warrior Spirit and perseverance, which aligns us well with the emerging artist community. We want to be a helpful hand to those who need a little extra support getting their musical careers to take off."

The introduction of Destination: Red Rocks comes on the heels of the airline's recent launch of a new music platform, <u>Southwest.fm</u>, which serves as a destination for inspiration and discovery of new music, where Customer and Employee passions for artists and music connect. Visitors to the site can enjoy uplifting stories and profiles of Artists on the Rise, stories from Customers' music-fueled journeys, and Live at 35 videos featuring performances onboard Southwest flights.

Southwest wants to share this music journey with Customers nationwide. Visit <u>Southwest.fm</u> to enter for a chance to win a trip to Destination: Red Rocks from now until June 8, 2017, at 11:59 p.m. CDT. One lucky winner and three of their friends will receive roundtrip air travel to Denver, a two-night hotel stay, and tickets to attend the concert featuring The Fray. See full sweepstakes rules below.

#### Our Artists on the Rise

Meet **Edan Archer** – This Fort Lauderdale-based artist pulls from her southern roots with songs that make you smile. Archer's sound combines smooth country soul with a rock edge that makes her music an alt country dream. Beginning her career first as a school teacher, Archer soon realized her lifelong dream was to play music. She is currently promoting her EP "Cruel Mother" which was recently featured at #1 on Amazon's Singer/Songwriter chart. Visit the <u>Edan Archer Artist on the Rise page</u> on Southwest.fm to help her rise to the top for a chance to perform at Destination: Red Rocks.

Meet **Sundressed** – This Phoenix-based band is an emotive indie rock band featuring members Trevor, Garrett, and Forest and friends. The group distinguishes themselves by their ability to combine pop melodies with deeply personal narrative and lyrics that you can really rock out to. Sundressed is currently touring with their new album "A Little Less Put Together." Visit the <u>Sundressed Artist on the Rise page</u> on Southwest.fm to help them rise to the top for a chance to perform at Destination: Red Rocks.

Meet **Pom Poms** – These L.A.-based artists rock out with a retro groove. Pom Poms were founded in 2015 and are led by singer-songwriter Marlene Gold. The group's primary inspiration is early girl groups from the 1960's, which is most distinctly heard through Gold's harmonies. Pom Poms regularly play the L.A. music scene and recently released a new single called "Gimme You." Visit the <u>Pom Poms Artist on the Rise page</u> on Southwest.fm to help them rise to the top for a chance to perform at Destination: Red Rocks.

Meet **The Daybreaks** – This Nashville-based band is a group of talented singer-songwriters formed to make perfect pop songs. The Daybreaks were founded in 2015 by Kaleb Jones, Heather Bond and Bobby Holland, later adding Adam Bokesch and Zac Stred to intensify their sound. Their sound has been described as theatrical and haunting with layered vocals against complex sound schemes. The Daybreaks have been named "Nashville's next super-group" by local independent radio station Lightning 100. Visit <a href="The Daybreaks Artist on the Rise page">This Nashville</a> been described as theatrical and haunting with layered vocals against complex sound schemes. The Daybreaks have been named "Nashville's next super-group" by local independent radio station Lightning 100. Visit <a href="The Daybreaks Artist on the Rise page">The Daybreaks Artist on the Rise page</a> on Southwest.fm to help them rise to the top for a chance to perform at Destination: Red Rocks.

Meet **Pony League** – These Atlanta-based artists look to the Americana stars of the '70s for inspiration for their soulful sound. Pony League brings together the combination of country acoustic sounds with alt rock production techniques. The band consists of Jay "Chief" Howell, Gus Fernandez, Cyclone Charlie Mills, Mason Turner, and Justin Green. The band is currently promoting music off their album "A Fresh Start in the Same Old Town," and touring around the Southeastern part of the U.S. Visit the <u>Pony League Artist on the Rise page</u> on Southwest.fm to help them rise to the top for a chance to perform at Destination: Red Rocks.

Meet **Broke Royals** – This DC-based band is ready for arenas with their crowd-pleasing pop tunes. Broke Royals was founded in 2014 by band members Philip Basnight and Colin Cross, combining elements of alt rock, pop and indie. Basnight and Cross play off each other's strengths to highlight the best of each of their distinct styles. Broke Royals was recently named an up and coming DC band and is currently working on promoting a new single that comes out this month. Visit the <u>Broke Royals Artist on the Rise page</u> on Southwest.fm to help them rise to the top for a chance to perform at Destination: Red Rocks.

Destination: Red Rocks serves as Southwest's opportunity to support and elevate talented artists from across the country, utilizing the airline's official music partnership with Red

Rocks Amphitheatre to set the stage for an experience these young bands will likely never forget. For more information on the program and to vote for your favorite Artists on the Rise, visit Southwest.fm.

#### **About Southwest Airlines Co.**

In its 46th year of service, Dallas-based <u>Southwest Airlines</u> (NYSE: LUV) continues to differentiate itself from other air carriers with exemplary Customer Service delivered by more than 54,000 Employees to more than 100 million Customers annually. Southwest proudly operates a network of 101 destinations in the United States and eight additional countries with more than 3,900 departures a day during peak travel season. Service to both Grand Cayman and Cincinnati begins June 4, 2017; and service to Turks and Caicos is expected to begin Nov. 5, 2017, subject to requisite government approvals.

Based on the U.S. Department of Transportation's most recent data, Southwest Airlines is the nation's largest carrier in terms of originating domestic passengers boarded. The Company operates the largest fleet of Boeing aircraft in the world, the majority of which are equipped with satellite-based WiFi providing gate-to-gate connectivity. That connectivity enables Customers to use their personal devices to view video on-demand movies and television shows, as well as nearly 20 channels of free, live TV compliments of our valued Partners. Southwest created <a href="Transfarency®">Transfarency®</a>, a philosophy which treats Customers honestly and fairly, and in which low fares actually stay low. Southwest is the only major U.S. airline to offer bags fly free® to everyone (first and second checked pieces of luggage, size and weight limits apply, some airlines may allow free checked bags on select routes or for qualified circumstances), and there are no change fees, though fare differences might apply. The airline proudly unveiled a bold new look: Heart. A new logo, aircraft livery, interior design featuring a new seat and Flight Attendant galley, Employee-designed uniforms, and an updated airport experience all showcase the dedication of Southwest Employees who connect Customers with what's important in their lives.

From its first flights on June 18, 1971, Southwest Airlines launched an era of unprecedented affordability in air travel described by the U.S. Department of Transportation as "The Southwest Effect," a lowering of fares and increase in passenger traffic whenever the carrier enters new markets. With 44 consecutive years of profitability, Southwest is one of the most honored airlines in the world, known for a triple bottom line approach that contributes to the carrier's performance and productivity, the importance of its People and the communities they serve, and an overall commitment to efficiency and the planet. The 2016 Southwest Airlines One Report™ can be found at SouthwestOneReport.com.

Book Southwest Airlines' low fares online at <u>Southwest.com</u> or by phone at 800-I-FLY-SWA.

**Destination: Red Rocks Promotion Official Rules** 

**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 p.m. 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) <u>Via Destination Red Rocks</u>. During the Promotion Period, go to <a href="https://southwest.fm/DestinationRedRocks">https://southwest.fm/DestinationRedRocks</a> (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. CDT and ending at 11:59:59 p.m. CDT.
- b) <u>Via Destination Red Rocks Band Pages</u>. 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 <a href="https://southwest.fm/DestinationRedRocks">https://southwest.fm/DestinationRedRocks</a> 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 watch the Band's video or play the game. Once you have watched the Band's video or 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 p.m. 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. ADMINISTRATOR 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 <u>Air Travel Restrictions</u> 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.

#### <u>INSTANT WIN PRIZES (UNCLAIMED/UNREDEEMED PRIZES WILL NOT BE AWARDED):</u>

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.

<u>Air Travel Restrictions</u>: 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 nontransferrable 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 epass 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 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 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/quardian.

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 quest(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.

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

For All Prizes: 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 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 agrees 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, in 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.

**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 <a href="http://www.cataboom.com/privacy">http://www.southwest.com/privacy/</a>. Privacy Policy <a href="http://www.southwest.com/privacy/">http://www.southwest.com/privacy/</a>.
- **6. Official Rules and Winner's List:** Official Rules and the names of the confirmed winners will be available on Southwest.fm.
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