

Southwest Airlines® started from a simple drawing on a cocktail napkin. We want to challenge the creativity of our Customers onboard and encourage them to draw on our napkins, as well!

Between December 5, 2016 and December 29, 2016 (“Contest Period”), submit a photo of your best artwork on a Southwest® drink napkin or other piece of paper measuring five (5) inches by five (5) inches for a chance to win round trip air travel on Southwest Airlines. To participate in the Contest, share an original photo of your doodle via your Instagram® account during the Contest Period. Entries must tag the Official Southwest Airlines Instagram account (@SouthwestAir), and use the hashtags #SWANapkinArt and #Contest. Don’t forget to follow Southwest Airlines on Instagram to be considered for the Contest.

Four (4) winning submissions will be selected during the Contest Period. One (1) winner will be selected each Entry Period (as defined in the Official Rules), and all entries are eligible for a chance to win at any point during the Contest Period. Each winner will receive round trip travel for two (2) on Southwest Airlines.

Here’s how you enter for a chance to win:

1. Follow Southwest’s official account on Instagram (@SouthwestAir).
2. Between December 5, 2016, and December 29, 2016, post a photo of your napkin doodle and use the hashtags #SWANapkinArt and #Contest.

A panel of judges will evaluate each photo and select a winner for each of the four (4) Entry Periods (as defined in the Official Rules) based on creativity, originality, Southwest appeal, and compliance with the official rules.

Not on Instagram yet? No problem!

You can sign up for free today and then follow Southwest’s official account, @SouthwestAir. Photos on other social networks are welcomed and appreciated, but will not be eligible for Contest participation.

Southwest Airlines Napkin Art Contest (“Contest”)

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:** Contest is open to all legal residents of the forty-eight (48) contiguous United States and the District of Columbia who are twenty-one (21) years of age or older and have valid email and Instagram® accounts at the time of entry. Employees of Southwest Airlines Co. (“Sponsor”), its advertising and promotions agencies, and their immediate families (spouse and parents, children and siblings and their spouses) and individuals living in the same households of such employees are ineligible. Eligibility is contingent on agreement to, and compliance with, these Official Rules. Contest is subject to all applicable federal, state, and local laws and regulations. This Contest is offered in the United States only and shall only be construed and evaluated according to United States law. Do not enter this Contest if you are not located in the United States.
- 2. To Enter:** Contest runs from December 5, 2016 at 10:00 AM CST through December 29, 2016 at 11:59 PM CST (“Contest Period”). During the Contest Period, potential participants must have an Instagram account and use appropriate tags in their submitted photos and/or comments as described below. The Contest Period consists of four Entry Periods as set forth below.

To enter the Contest, post an original photo of your artwork on a Southwest napkin via your Instagram account during the dates and times below (“Entry Period”). Potential participants must “follow” Southwest Airlines® on Instagram via the Official Southwest Airlines account (@SouthwestAir). Entries must be posted to the Official Southwest Airlines account using the hashtags #SWANapkinArt and #Contest for entries to be valid. Your photo and hashtags together are your submission (“Submission”). 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.

<u>Entry Period</u> <u>Start Date/Time</u>	<u>Entry Period</u> <u>End Date/Time</u>	<u>Finalist Selection</u> <u>Date/Time</u>
<u>December 5, 2016; 10:00 AM CST</u>	<u>December 8, 2016; 11:59 PM CST</u>	<u>December 9, 2016; 5:00 PM CST</u>
<u>December 12, 2016; 10:00 AM CST</u>	<u>December 15, 2016; 11:59 PM CST</u>	<u>December 16, 2016; 5:00 PM CST</u>
<u>December 19, 2016; 10:00 AM CST</u>	<u>December 22, 2016; 11:59 PM CST</u>	<u>December 23, 2016; 5:00 PM CST</u>
<u>December 26, 2016; 10:00 AM CST</u>	<u>December 29, 2016; 11:59 PM CST</u>	<u>December 30, 2016; 5:00 PM CST</u>

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: Participant 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, Participant must be able to provide such permissions or proof in a form acceptable to Sponsor.

Incomplete Submissions are not eligible. Submissions must be received by December 29, 2016 at 11:59 PM CST. Submissions limited to one (1) per person. Sponsor’s computer is the official timekeeping device for this Contest. Participants (as defined below) must use the hashtag “#Contest” for entry to be valid. Questions, comments, or complaints regarding this Contest must be directed to Sponsor and not Instagram.

Submissions may not be indecent, obscene, hateful, tortious, defamatory, or libelous or contain material that violates or infringes another’s rights, or disparage Sponsor or any other person or party affiliated with the Contest, or contain material that

is unlawful in any way. Sponsor reserves the right to disqualify any Submission that it finds unlawful, or in violation of these Official Rules, all in its sole discretion. Posting or commenting on a Submission constitutes Participant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display 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, Participant will sign any documentation required for Sponsor or its designees to make use of the non-exclusive rights Participant is granting to use the content. Sponsor is not responsible for late or incomplete entries, which will be disqualified. Entries must not disparage; contain material that is inappropriate, indecent, offensive, illegal, or vulgar; or promote bigotry, racism, hatred or discrimination based on race, gender, religion, or sexual orientation.

Submissions will become the property of Sponsor and will not be acknowledged or returned. By entering, and/or claiming any prize, Participant grants Sponsor an irrevocable, perpetual, royalty-free, freely transferable license to use the Submission for all purposes, in any and all media, whether now known or hereafter devised, including as may be modified or edited by Sponsor in its sole discretion. Submissions must be originals and not be copied. Entries must be entirely original, and may not violate any third party rights nor use any third-party intellectual property such as copyrights, trademarks, logos, or background signs. Participants acknowledge and agree that their Submission does not violate any rights of privacy or publicity and that they have all releases and written consents necessary to permit the exhibition and use of the likeness(es) of all persons (and pets, if applicable) appearing in a Submission for all purposes as set forth in these Official Rules, without additional compensation. Winner will be required to sign an official assignment of rights in their winning Submission and art work ("Assignment") to Sponsor prior to being eligible to receive any prize. Any Submission that is not compliant with these Official Rules will be deemed void at the sole discretion of the Sponsor. Entries must be sent and received during the Contest Period in order to be eligible. Unintelligible entries; entries with incomplete, invalid, incorrect, or noncurrent information; entries that are counterfeit, damaged, or tampered with in any way; and entries with printing, production, or typographical errors will be disqualified. Disqualified entries and entries that are late, lost, damaged, misdirected, stolen, or not delivered are not the responsibility of the Sponsor. Use of any device to automate entry is prohibited. Proof of submission of an entry shall not be deemed proof of receipt by Sponsor. Sponsor is not responsible for entries misdelivered, delayed, or not received due to difficulty accessing the Internet, service outage or delays, computer difficulties or other technological glitches. By entering this Contest, you give your full and unconditional agreement to abide by these Official Rules and acknowledge that this Contest is in no way sponsored, endorsed, or administered by or associated with Instagram.

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 Contest 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/Instagram account used to enter the Contest will be deemed to be the Participant. Potential winners may be required to show proof of being the authorized email/Instagram account holder. If the identity of the individual who actually participated in the Contest cannot be resolved to Sponsor's satisfaction, the affected individual's Submission will be deemed ineligible.

Participants are required to provide truthful information and Sponsor will reject and delete any Submission 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 Submission received from persons under the age of thirteen (13), in compliance with the Children's Online Privacy Protection Act.

- 3. Selection of Winner:** This is a contest of skill. Your chances of winning depend on how well your Submission reflects the judging criteria, as compared to the other entries in the Contest.

Judging will be based on the following categories:

- * Creativity and Originality: 40%
- * Southwest Appeal (photo should reflect fun Culture and Fun-LUVing Attitude): 40%
- * Rules (must have read and complied with the Official Rules): 20%
- * In the event of a tie, the Submission with the highest score in the "Southwest Appeal" category will win.

a. Based on the above criteria, the top Contest Submission for each Entry Period will be selected by a panel of judges provided by Sponsor on the Finalist Selection dates and times above. Non-winning Contest Submissions will carry over into subsequent Entry Periods. Participants need not be present to win. All potential winners are subject to eligibility verification by Sponsor, whose decisions are binding and final. A PARTICIPANT IS NOT A WINNER OF ANY PRIZE, EVEN IF NOTIFIED OF BEING A PRIZE WINNER, UNLESS AND UNTIL THE PARTICIPANT'S ELIGIBILITY HAS BEEN VERIFIED.

b. Sponsor will notify potential winner via Instagram. The potential winner will be asked to contact Sponsor with a given email address provided via Instagram. Once potential winner and Sponsor make email contact, Sponsor will provide a photo for the potential winner to upload to the Instagram account the user uploaded the photo with in order to validate their account. Upon validation, potential winner must execute and return the Required Documentation (as defined below).

- 4. Prize:** Four (4) prizes will be awarded. One for each Entry Period. Each winner will receive round trip air travel for winner and one (1) guest on Southwest Airlines (subject to Air Travel Restrictions set forth below). Approximate retail value of each prize is \$800.

Prize must be accepted as awarded or prize will be forfeited and awarded to an alternate winner. Travel accommodations and other restrictions apply. All costs and expenses associated with prize acceptance and use not specified herein as being provided, including but not limited to lodging, transportation costs, meals, gratuities and other expenses incurred by accepting the prize, are the sole responsibility of the 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 of greater or equal value of the advertised prize is unavailable.

Air Travel Restrictions: Air travel is subject to Southwest Airlines terms and conditions; certain restrictions may apply. Round trip travel for two (2) on Southwest Airlines will be awarded in the form of four (4) 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 promotional purposes unless previously approved by Southwest Airlines. Any suspected fraud, misrepresentation, misuse, abuse or violation of the Southwest flight e-pass rules and regulations may result in cancellation of the Southwest flight e-pass(es). Southwest flight e-pass holders are required to be nineteen (19) years of age or older and a legal U.S. resident. However, the recipient of a Southwest flight e-pass may arrange travel for another person if done without selling or bartering a Southwest flight e-pass. Air transportation by Southwest Airlines is subject to Southwest Airlines' Passenger Contract of Carriage set out at <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. Winner is responsible for booking all travel and paying all applicable international taxes and fees. Travel is based on seat availability. Seats on any desired flight are not guaranteed. Winner and guest(s) must travel on the same itinerary and are responsible for obtaining all required travel documents. Winner and guest must have valid government-issued photo identification at the time of travel. If the travel guest is a minor, winner must be his/her parent/guardian, or be accompanied by his/her parent/guardian.

- 5. To Claim Prize:** Winner will be notified by phone and/or email and will be required to complete and sign an Affidavit of Eligibility and Liability Release and, where legal, a Publicity Release (collectively, the "Required Documentation"). The Required Documentation will be mailed or emailed, based on the potential winner's preference upon account validation. If a potential winner cannot be contacted using the information provided or fails to respond to Sponsor's attempt to notify them of selection within five (5) days; if any 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 potential 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 undeliverable; if a potential winner is unable or unwilling to accept the prize as stated; or if the potential winner cannot be verified as eligible for any other reason, the potential winner is disqualified and an alternate winner will be selected from among the eligible entries. In the event that a potential winner is disqualified for any reason, the next received and eligible Submission received by Sponsor that is fully compliant with these Official Rules shall be deemed the winner, until the prize is awarded or until four (4) attempts have been made to award the prize and each attempt has failed. Sponsor will identify each potential winner and verify the potential winner's eligibility after the end of the Contest Period. If unable to verify eligibility, Sponsor will select an alternate potential winner within a reasonable time thereafter. If applicable, winner's guest must execute a Liability Release and, where legal, Publicity Release, prior to the issuance of travel documents. If a guest is under eighteen (18) years of age, a parent or a legal guardian must sign on behalf of such guest and accompany such minor guest.
- 6. 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 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 Contest, winner agrees to have his/her name, voice, likeness, photograph, statements, opinions, biographical information and/or Contest Submission used in any advertising or broadcasting material, whether relating to this Contest 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 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.

Sponsor, at its sole discretion, reserves the right to disqualify any person tampering with the entry process, the operation of Sponsor's website, or otherwise in violation of the Official Rules. Sponsor further reserves the right to cancel, terminate or modify the Contest 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 applicable prize(s) from the entries submitted before the cancellation, suspension, or modification of the Contest. Any attempt to undermine the operation of the Contest 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.

The Sponsor is not responsible for typographical or other errors in the printing, the offering or the administration of the Contest, or in the announcement of a prize. In any case, the final winner of all prizes will be determined, and prizes will be awarded, within a reasonable time after the end of the Contest Period, except as agreed between Sponsor and winner.

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 Contest. Only the prize(s) set forth in these Official Rules will be awarded. If, through printing or production error, or for any other reason whatsoever, more prizes are claimed than intended and/or set forth in these Official Rules, Sponsor reserves the right to award only the stated number of prizes from all legitimate, unawarded, eligible prize claims.

7. Indemnification; Limitation of Liability: NEITHER SPONSOR NOR ITS SUBSIDIARIES AND AFFILIATED ENTITIES IS RESPONSIBLE FOR PRINTING OR TYPOGRAPHICAL ERRORS IN ANY CONTEST-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 CONTEST OFFER IS BEING MADE EXCLUSIVELY BY THE SPONSOR. SPONSOR IS 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 CONTEST, 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 CONTEST. NEITHER SPONSOR NOR ITS 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 EACH OF SPONSOR AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, AND ANY AND ALL OTHER COMPANIES ASSOCIATED WITH THIS CONTEST (COLLECTIVELY, THE "RELEASED PARTIES") AGAINST ANY AND ALL LIABILITY, DAMAGES, OR CAUSES OF ACTION (HOWEVER NAMED OR DESCRIBED), RELATED TO OR ARISING OUT OF (I) THE CONTEST, (II) PARTICIPANT'S PARTICIPATION IN THE CONTEST, 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

CONTEST 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 CONTEST.

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 Contest, subject to availability and provided that the Contest has not then expired.

- 8. 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 Contest, 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 Contest, but in no event attorneys' fees. Sponsor reserves the right to correct clerical or typographical errors in Contest 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.

- 9. Privacy:** By entering this Contest, each Participant agrees to Sponsor's manner of collection, use, retention, and disclosure of Participant's personal information submitted in connection with the Contest, including, without limitation, all names, addresses, emails, phone numbers, and birth dates obtained from or provided by Participants. Information collected is subject to Sponsor's privacy policy and any state or federal law. Sponsor's privacy policy can be found at <https://www.southwest.com/privacy/>.
- 10. Official Rules and Winner's List:** Official Rules and Winner's List (when complete) may be obtained by sending a request and self-addressed, stamped envelope to Southwest Airlines Co., Social Business, P.O. Box 36611, HDQ-1PR, Dallas, Texas 75235-1611. All requests must be received by January 31, 2017.
- 11. Sponsor:** Southwest Airlines Co., 2702 Love Field Drive, Dallas, Texas 75235.