

Southwest: On the Rise to Live in the Vineyard Contest (the "Contest")

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

- 1. Eligibility:** Contest is open only to "Artists" (as defined below) invited to participate. Contest is not open to members of the general public. Eligibility is contingent on agreement to, and compliance with, these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein. 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.
- 2. Contest Description:** Representatives of Southwest Airlines Co. ("Sponsor") will identify four (4) artists (each, an "Artist" and collectively, the "Artists") who will be invited to participate in the Contest. The selected Artists must sign an Artist Agreement (the "Artist Agreement") prior to participating in the Contest setting out the Artist's rights and responsibilities as they relate to the Contest. In case of a conflict between these Official Rules and the Artist Agreement, the Artist Agreement shall govern. Each confirmed Artist will then be invited to participate by submitting a music video, song, bio, photo, and a short essay on how their hometown has inspired their music and travel inspiration. Music video, song, bio, photo, and essay will be posted to Southwest.fm from on or about October 1, 2018 through October 12, 2018 (the "Contest Period") wherein visitors to the website will have the opportunity to watch the Videos, browse information about each of the Artists and vote for their favorite Artist. Additionally, the Videos will be judged by the "Judging Panel" (as defined below) to select the one (1) winner as described below.
- 3. Selection of Winner/Winner Notification:**
 - a. During the Contest Period, a panel of judges made up of representatives from Live in the Vineyard who will judge each Artist based on the following judging criteria:
 - * Hometown Influence: 50% - Judges rating of overall tie to hometown in submitted performance. Judges rating on how the artist articulated their ambition and hometown inspiration in the written submission.
 - * Participation: 30% - Judges rating of artist participation in the overall program, specifically concentrating on the artist's involvement in showcasing/promoting their participation in the program during the contest portion of program.
 - * The remaining 20% of each Artist's total score will be based on a measure of total fan interaction with each Artist through the content on each Artist's Southwest.fm Contest page. * In the event of a tie, the Artist with the highest score in the "Participation" category will win.
 - b. Sponsor will notify the representative of the winning Artist on or about October 13, 2018 and the Artist will have twenty-four (24) hours to confirm their participation in Live in the Vineyard (as described below). In the event the selected Artist cannot participate in Live in the Vineyard as scheduled and/or does not respond to the notification within twenty-four (24) hours, such Artist will forfeit their opportunity to participate in Live in the Vineyard and the opportunity will be awarded to the next highest scoring Artist.
- 4. Prize:** The winning Artist will receive: (i) the opportunity to participate as an opening act at Live in the Vineyard in Napa, CA on November 2, 2018 ("Event"); (ii) round trip air travel for each Artist member to either Sacramento, CA, Oakland, CA, or San Francisco, CA on Southwest Airlines® for Event dates (subject to [Air Travel Restrictions](#) set forth below); (iii) accommodations for two (2) nights, for each Artist member, at a hotel procured by Sponsor; (iv) one (1) \$1,000 Visa® gift card (subject to terms and conditions) to cover ground transportation and meals; and (v) \$1,000 cash (to be used at the discretion of the Artist) ("Grand Prize"). Highest approximate retail value ("ARV") of the Grand Prize is \$6,100.

The remaining Artists will each receive \$1,000 cash ("Finalist Prize"). ARV of all Finalist Prizes is \$3,000.

Sponsor will supply one (1) payment in full for the Grand Prize and each Finalist Prize. It will be the Artist's responsibility to distribute the Grand Prize or Finalist Prize, as applicable, to and among participating Artist members.

Highest ARV of all prizes is \$9,100.

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.

Prizes 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 or in the Artist Agreement 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 winning Artist. 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 one (1) on Southwest Airlines will be awarded in the form of two (2) 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/contractofcarriage>. 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. Conditions:** Payments of all federal, state, and local taxes, if and as applicable, are solely the responsibility of the winner. 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 in the year in which the prize is awarded.

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.

Any suspected or deliberate attempt to manipulate, or otherwise fraudulently tamper with the judging process, including the fan interaction results, may result in disqualification of the Artist, at the Sponsor's sole discretion. Fraudulent tampering includes but is not limited to: (i) offering any type of inducement or compensation (monetarily or otherwise) to any third party, in exchange for manipulation of any Artist's Southwest.fm Contest page, or (ii) fan interaction generated by a macro, script, bot or other fraudulent means in an attempt to manipulate the outcome of the Contest.

Sponsor, at its sole discretion, reserves the right to disqualify any person tampering with 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 and the Artist Agreement may result in Artist'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.

6. 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. NEITHER SOUTHWEST AIRLINES, 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, ARTISTS AGREE TO RELEASE, HOLD HARMLESS, DEFEND AND INDEMNIFY EACH OF SPONSOR, ITS RESPECTIVE PARENT, 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 OR ACTION (HOWEVER NAMED OR DESCRIBED), RELATED TO OR ARISING OUT OF (I) THE CONTEST, (II) ARTIST'S PARTICIPATION IN THE CONTEST, AND (III) THE RECEIPT OR USE OR MISUSE OF THE PRIZE(S) AWARDED HEREIN AND TRAVEL REDEEMED THEREWITH. 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 ARTIST'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.

- 7. Construction and Disputes:** Artists 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 Artist 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.

- 8. Privacy:** By entering this Contest, each Artist agrees to Sponsor's manner of collection, use, retention, and disclosure of Artist'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/>.
- 9. Official Rules and Winner's List:** Official Rules and Winning Artist (when available) may be viewed on Southwest.fm.
- 10. Sponsor:** Southwest Airlines Co., 2702 Love Field Drive, Dallas, TX 75235.