

**Southwest Airlines® / Mondelēz
“Holiday Nostalgia” Sweepstakes
Official Rules**

1. **NO PURCHASE NECESSARY: Making a purchase will not increase your chances of winning a prize. Void in Alaska, Hawaii, Puerto Rico, and where prohibited or restricted by law.** The Southwest Airlines® / Mondelēz “Holiday Nostalgia Sweepstakes” (the “Sweepstakes”) sponsored by Southwest Airlines Co. (the “Sponsor” and “Southwest Airlines”) begins on December 20, 2018 at 5:00:01 AM Pacific Time (“PT”) and ends on December 27th, 2018 at 11:59:59 p.m. PT (the “Sweepstakes Period”). The servers of Twitter and Instagram are the official time-keeping devices for the sweepstakes.

2. **Eligibility:** Participation open to legal residents of the forty-eight (48) contiguous United States and the District of Columbia who are nineteen (19) years of age or older and have a valid Twitter® or Instagram® account at the time of entry. Employees of Southwest Airlines Co., Mondelēz Global, LLC, and their respective subsidiaries, affiliates, divisions, advertising and promotion agencies, individuals engaged in the development, production or distribution of materials for this Sweepstakes, and members of the immediate families (defined as including spouse, biological, adoptive or step-parents, children, grandparents, grandchildren, siblings and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above are NOT eligible to participate in this Sweepstakes. 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 Sweepstakes. Winning a prize is contingent upon fulfilling all of the requirements set forth herein.

3. **How to Enter:** Participants must enter via Twitter or Instagram and will be required to post an image depicting the Participant’s favorite holiday “throwback” image. **A) Entry Via Twitter:** Participants who enter via Twitter will be required to post an image depicting Participant’s favorite holiday “throwback” image, along with the hashtags #ReelThrowback and #Sweepstakes and a mention of @southwestair and @swedishfish in the post in order to become eligible for Sweepstakes drawing. Participant must ensure that his/her Twitter account settings are “public” so that the participant’s submission is viewable by Sponsor. Creating a Twitter Account is free. By creating an Account however, participants will be required to agree to the Twitter terms of service and privacy policy. **B) Entry Via Instagram:** Participants who enter via Instagram will be required to post an image depicting Participant’s favorite holiday “throwback” image, along with the hashtags #ReelThrowback and #Sweepstakes and a mention of @southwestair and @swedishfish in the post in order to become eligible for Sweepstakes drawing. Participant must ensure that their Instagram account settings are “public” so that the participant’s submission is viewable by Sponsor. Creating an Instagram Account is free. By creating an Account however, participants will be required to agree to the Instagram terms of service and privacy policy. **Limit one (1) Sweepstakes entry per participant per means of entry over the course of the Sweepstakes Period.** If it is discovered that a participant has attempted to enter multiple times per means of entry during the Sweepstakes Period, subsequent entries received per means of entry will be disqualified. Participants are solely responsible for Internet

connectivity, software and/or hardware that may be required in order to submit an entry. All entries must be submitted in accordance with these Official Rules; no other method of entry into this Sweepstakes will be permitted. **Entries will not be acknowledged or returned.** Entries must be made by an individual only. Group entries are prohibited. By participating in the Sweepstakes, you fully and unconditionally agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which shall be final and binding in all matters related to the Sweepstakes. Your post, comment or photo and its included content will be hereafter referred to as your Submission.

Submission Requirements: Any Submission for this Sweepstakes that, in Sponsor's sole and absolute discretion, is considered inappropriate, offensive or not in keeping with the Sponsor's image will be disqualified. Sponsor may disqualify such entry at any point during or after the Sweepstakes Period. Sponsor may disqualify an entry if it includes any image or content which, in Sponsor's opinion, is unsuitable for publication in connection with this Sweepstakes. Additionally, any image posted by a Sweepstakes entrant must comply with the following guidelines:

- Submissions must be consistent with the format of Instagram and must include the hashtags #ReelThrowback and #Sweepstakes. Any submission via Twitter or Instagram that does not include the hashtags will not be eligible for the prize drawing.
- Submission must be the original work of the participant and may not include content created by a third party such as images or artwork.
- Submission must not contain any music.
- For Submissions depicting any person(s) other than the participant, such person(s) must have expressly authorized the participant to display their image or likeness. If requested, Participant must be able to provide such permissions or proof in a form acceptable to Sponsor.
- Submission may not contain material that violates or infringes another's rights, including, but not limited to, privacy, publicity or intellectual property rights, or that constitutes copyright infringement.
- Submission may not depict any person who is under the age of nineteen (19) unless such person is the child(ren) of the Participant.
- Submission must NOT include images of third parties/people, who have not expressly authorized entrant to display their image or likeness.
- Submission must NOT contain material which is (or promote activities which are) sexually explicit, obscene, pornographic, violent (e.g., relating to murder, cruelty, abuse, etc.), discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g. underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, or harassing or which is otherwise inappropriate in the sole discretion of the Sponsor, nor may image contain any derogatory references to Sponsor or any other person or entity.
- Submission must not contain or transmit any materials that contain software viruses or other computer code, files or programs designed to impair, limit, interfere with or cause harm to any communications network operated by the Sponsor or the computers of any individual or entity participating in or otherwise associated with the Sweepstakes.

- Submission may not contain personally identifiable information about the participant or any other person, such as last name, address, phone number, email address or any contact information.
 - Submission may not portray a dangerous stunt.
4. **Grant of Rights:** By entering and/or claiming any prize, Participant grants Sponsor an irrevocable, perpetual, royalty-free, freely transferable license to use the Submission for all purpose, 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 copied.

By creating a Submission for entry into the Sweepstakes, each participant acknowledges and agrees that participant will not now or in the future be paid or compensated in any way for his/her entry or for granting the Sponsor any of the rights set out in these Official Rules. Participant further acknowledges that Sponsor is not obligated to make use of any of the rights granted in these Official Rules.

Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter the Submission for any purpose which Sponsor deems necessary or desirable, and each entrant waives any and all so-called moral rights they may have therein.

5. **Random Drawing Winner Selection:** On or about January 3rd, 2019 a random drawing will be conducted by an independent sweepstakes administrator to award the available prize from among all valid, eligible Submissions received during the Sweepstakes Period. All decisions of Sponsor and/or administrator shall be final and binding in all respects. Odds of winning the prize depend upon the total number of eligible entries received during the Sweepstakes Period.
6. **Prize / Approximate Retail Value: One (1) Grand Prize: Winner will receive roundtrip air travel for winner and three (3) guests on Southwest Airlines® to any destination served by Southwest Airlines® (subject to Air Travel Restrictions set forth below). Approximate retail value of the Grand Prize is: \$1,600.**

Air Travel Restrictions: Air travel is subject to Southwest Airlines terms and conditions; certain restrictions may apply. Roundtrip 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. 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. **Should the itinerary include international travel, air travel does not include taxes and fees of at least \$5.60 per one-way flight.**

7. **Potential Winner Notification:** Within forty-eight (48) hours of the Random Drawing, Sponsor or independent Sweepstakes representative will attempt to notify the potential winner via a Direct Message to the potential prize winner's Twitter or Instagram Account, depending upon means of entry. In response to the prize notification direct message, the potential winner must send a reply direct message to the Sponsor via Twitter or Instagram with their name, date of birth, complete mailing address and email address in order to claim the prize. If a potential prize winner fails to respond to the direct message notification attempt within seventy-two (72) hours of notification attempt, or if the prize notification direct message is returned as undeliverable, the potential winner will be disqualified and an alternate potential winner will be selected. The potential prize winner will be required to sign an Affidavit of Eligibility and Liability and Publicity Release (except where prohibited by law) and such other documents reasonably required by Sponsor as a condition of receiving the prize. **The potential winner must provide his/her social security number on the Affidavit of Eligibility and Liability and Publicity Release as a condition of prize award.** All such documents must be signed and returned within five (5) days of initial notification or prize will be forfeited and an alternate potential winner will be selected. Entrants may be required to provide proof of eligibility in any manner Sponsor deems appropriate as a condition of receiving a prize.
8. **Other Conditions of Participation:** Prize may not be transferred or assigned. No prize substitution will be allowed. Sponsor reserves the right to substitute a prize of equal or greater value if the advertised prize becomes unavailable. By accepting a prize, the winner agrees to Sponsor's use of winner's name, city and state of residence, entry Submission, and statements about the Sweepstakes and/or likeness for publicity, advertising and promotional purposes in all media worldwide (including but not limited to social media) without limitation and without further compensation or notice (unless prohibited by law). Once the prize has been delivered to the winner's email address, the prize is considered "awarded." **Payments of all federal, state and local taxes on any**

prize awarded are the sole responsibility of the prize winner. Winner will be required to sign an IRS Form W-9 or the equivalent with the winner's full social security number. 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 calendar year in which the prize is awarded. All entries become the property of Sponsor and will not be acknowledged or returned. By entering, Sweepstakes entrants acknowledge compliance with these Official Rules, including all eligibility requirements. By participating, entrants agree to release Southwest Airline Co., Mondelēz Global, LLC, Twitter, Instagram, and each of their respective affiliates, subsidiaries, divisions, wholesalers, retailers or distributors or advertising and promotion agencies and each of their respective officers, directors, employees, agents or representatives (collectively, "Released Parties") from and against any and all claims, demands, losses and liabilities of any nature whatsoever, which entrant may now or hereafter be entitled to assert, including but not limited to, any death, injury, loss of enjoyment, damage to computer equipment, or other harm or loss of any nature whatsoever caused or contributed to by participation in the Sweepstakes, and/or in connection with the awarding, receipt and use or misuse of the prize (if awarded to him/her), and/or claims based on publicity rights, defamation or invasion of privacy. Released Parties are not responsible for (i) entries that are lost, late, stolen, damaged, garbled, destroyed or misdirected; (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures or human error that may occur in the transmission, receipt or processing of entries, or for destruction of or unauthorized access to, or alteration of, entries; (iii) failed or unavailable hardware, network or, software; (iv) causes beyond Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Sweepstakes; (v) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Sweepstakes; (vi) any typographical or other error in any printing or advertising related to the Sweepstakes, in the administration or execution of the Sweepstakes, or in the announcement of prize winners, or (vii) cheating or fraud by any entrant.

If for any reason this Sweepstakes cannot be executed as planned, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor that corrupt or affect the security, administration, fairness, integrity or proper conduct of this Sweepstakes, or if this Sweepstakes is compromised or becomes corrupted in any way, electronically or otherwise, Sponsor reserves the right to terminate this Sweepstakes. If this Sweepstakes is terminated before the original end date, the Sponsor will select the prize winners from among all valid, non-suspect entries received as of the time/date of termination of the Sweepstakes.

Sponsor reserves the right, at its sole discretion, to disqualify and prosecute any individual who tampers with or attempts to tamper with the entry process or any aspect of this Sweepstakes. **CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY CORRUPT OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY, PROSECUTE AND**

SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

Any participant who is notified that they have won is the *potential* winner until Sponsor determines, in its sole discretion, that the participant is eligible to win in accordance with these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

9. **Disputes:** By participating, each entrant agrees that (a) **any and all disputes, claims and causes of action arising out of, or connected with, this Game or any prize (if awarded to him/her) shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate state or federal court located in Dallas County, Texas, United States,** and litigation and/or trials will be decided solely by a judge. ENTRANT WAIVES TRIAL BY JURY IN ANY SUCH ACTION(S); (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including but not limited to costs associated with entering this Game, but in no event attorneys' fees; and (c) to the extent allowed by applicable law, under no circumstances will entrants be permitted to obtain awards for, and entrants hereby waive all rights to claim, punitive, incidental and/or consequential damages and/or any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants' rights and obligations, or the rights and obligations of the Sponsor in connection with the Game, shall be governed by, and construed in accordance with, the laws of Texas, without giving effect to any choice of law or conflict of law rules (whether of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Texas. Participants waive any right to claim ambiguity in these Official Rules.
10. **Winner's List:** To receive name and city / state of residence of the prize winner, mail a stamped, self-addressed envelope accompanied with a signed, hand-printed request to "Southwest / Mondelēz Winner's List", PO Box 11508, Bozeman, MT 59719-1508. All requests must be received by January 11th, 2019.
11. **Entrant's Personal Information:** By participating in this Game, each Participant agrees to Sponsor's manner of collection, use, retention, and disclosure of his or her personal information submitted in connection with the Game, including, without limitation, all names, addresses, emails, phone numbers, birth dates, and any other information

requested during the prize verification process provided by him or her. 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/>.

12. **Sponsor:** Southwest Airlines Co., 2702 Love Field Drive, Dallas, Texas 75235.
13. **Game Administrator:** AMP Agency. 1505 Western Ave, Suite 500, Seattle, WA 98101.

Any questions, comments or complaints regarding this Sweepstakes must be directed to the Sponsor only, and NOT to Twitter or Instagram.