

Southwest® Rapid Rewards® Sweepstakes (“Sweepstakes”)

Official Rules

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

1. **Eligibility:** Sweepstakes is open to all legal residents of the fifty (50) United States and the District of Columbia (excluding Alaska and Rhode Island) who are 18 years of age or older and have a valid Southwest Airlines Rapid Rewards® account at the time of entry. It is free to enroll in Rapid Rewards (to enroll, visit www.southwest.com/enroll). Rapid Rewards accounts are subject to its Rules & Regulations. Employees of Petco Park, Southwest Airlines Co. (“Sponsor”), Infinite Agency (“Administrator”), their 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 and Sponsor’s decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. Sweepstakes subject to all applicable federal, state, and local laws and regulations. This Sweepstakes is offered in the United States only and shall only be construed and evaluated according to United States law. Do not enter this Sweepstakes if you are not located in the United States.

2. **To Enter:** Sweepstakes runs from April 26, 2024 at 4:40 PM Pacific Time (“PT”) through April 26, 2024 at 6:20 PM PT (“Sweepstakes Period”).

Padres vs. Philies Padres Party in the Park	April 26, 2024, at 4:40 PM Pacific Time (“PT”) through April 26, 2024 at 6:40 PM PT (“Sweepstakes Period”)
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To enter the Sweepstakes, Participants (as defined below) must complete an entry form provided at the Southwest Airlines activation location at Party in the Park at Gallagher Square, 110 Park Blvd, San Diego, CA 92102 (“Event”) or enter via the QR Code, accessible throughout the Event. All entries become property of the Sponsor and will not be acknowledged or returned. Incomplete entries are not eligible. Individuals who do not follow all of the instructions, provide the required information in their registration, and/or abide by these Official Rules or other instructions of Sponsor may be disqualified. Entries must be received by 6:20 PM PT on April 26, 2024. Entries limited to one (1) per person. Sponsor’s clock is the official timekeeping device for this Sweepstakes.

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

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

3. Drawing: Drawing will occur immediately following the Sweepstakes Period mentioned above, a random drawing from all eligible entries received will be conducted by Sponsor at the Event. Sponsor will notify potential winner by phone immediately following the drawing, and potential winner must answer the phone. Sponsor will not leave a message or make an additional call. Potential winner must be present at the Event and be present at the Southwest Airlines activation location within fifteen (15) minutes of Sponsor's phone call. Upon validation, potential winner must execute and return the Required Documentation (as defined below). Odds of winning will depend on the total number of eligible entries received. Participants must be present to win. All potential winners are subject to eligibility verification by Sponsor, whose decisions are final and binding. A PARTICIPANT IS NOT A WINNER OF ANY PRIZE, EVEN IF NOTIFIED OF BEING A WINNER, UNLESS AND UNTIL THE PARTICIPANT'S ELIGIBILITY HAS BEEN VERIFIED.

4. Prize: There will be two (2) prizes awarded. Each prize consists of one (1) card redeemable for 40,000 of Southwest Airlines Rapid Rewards bonus points (subject to Rapid Rewards Restrictions set forth below). Approximate retail value ("ARV") of each prize is \$480. ARV of all prizes is \$960. Winner is responsible for any additional costs needed to reach their destination if the Rapid Rewards points do not cover the entire cost of the flight.

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 if the advertised prize is unavailable.

Rapid Rewards Restrictions: Conditions of Southwest Airlines Rapid Rewards points apply. Potential winners will need to provide their Rapid Rewards account number to collect their prize. If you do not have a Rapid Rewards account number, you may register for an account by going online to www.southwest.com/enroll. Rapid Rewards accounts are free. To redeem your

prize, simply go to <https://southwest.com/claimpartnershipoints> and enter the requested information and the code provided on your printed certificate. Your points will automatically be deposited into your Rapid Rewards account approximately 72 hours after successfully redeeming the points as described above. Rapid Rewards bonus points prizes do not count toward any increased or improved status in the Rapid Rewards Program, including any Southwest Airlines Companion Pass or Tier Status designation (e.g., A-List or A-List Preferred). Rapid Rewards bonus points awarded are subject to the Southwest Airlines Rapid Rewards Rules and Regulations, available at <https://www.southwest.com/help/rapid-rewards/rapid-rewards-program-terms-and-conditions>. Southwest Airlines reserves the right to amend, suspend, or change the program and/or program rules at any time without notice. Rapid Rewards Members do not acquire property rights in accrued points. Rapid Rewards bonus points have no cash value and are void if sold, purchased, brokered, or bartered. The number of bonus points needed for a particular Southwest Airlines flight is set by Southwest Airlines and will vary depending on destination, time, day of travel, demand, point redemption rate, and other factors and are subject to change. **Points bookings do not include taxes, fees, and other government/airport charges of at least \$5.60 per one-way flight.**

5. To Claim Prize: Potential winner will be notified by phone and must be present at the Southwest Airlines activation location within fifteen (15) minutes of Sponsor's phone call. Potential winner 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 provided onsite. If a potential winner cannot be contacted at the phone number provided on the entry form; if a potential winner is not present at the Southwest Airlines activation location within fifteen (15) minutes of Sponsor's call; if Sponsor is unable to verify potential winner's eligibility; if potential winner fails to sign and return the Required Documentation or fails to comply with these Official Rules; 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 a new potential winner will be selected by random drawing from among the eligible entries. In the event that a potential winner is disqualified for any reason, the next received and eligible entry received by Sponsor that is fully compliant with these Official Rules shall be deemed the winner, until the prize is awarded. Sponsor will identify each potential winner and verify the potential winner's eligibility at the Event. Once Sponsor has verified potential winner's eligibility, winner will be asked to be captured on video and featured on the Petco Park Jumbotron ("Jumbotron"). Winner is not required to appear on the Jumbotron in order to claim the prize.

6. Conditions: Payments of all applicable federal, state, and local taxes are solely the responsibility of the winner.

By participating in the Sweepstakes, winner agrees to have his/her name, voice, likeness, photograph, statements, opinions, biographical information and/or Sweepstakes entry used in any advertising or broadcasting material, whether relating to this Sweepstakes or otherwise, in any media, worldwide, now known or hereinafter developed, in perpetuity, without additional notice, payment, or other compensation unless prohibited by law.

Sponsor, in 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 Sweepstakes 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 an 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 Sweepstakes. Any attempt to undermine the operation of the Sweepstakes 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 administration of the Sweepstakes or in the announcement of a prize.

In the event a prize is mailed or emailed 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 Sweepstakes. 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.

Sponsor is not liable to a winner or to any other person for failure to supply the prizes described herein (or any part thereof) by reason of such prizes (or any portion thereof) becoming unavailable or impracticable to award for reasons beyond the reasonable control of the Sponsor, or for any force majeure event, technical or equipment failure, terrorist acts, labor dispute, pandemic, or act/omission of any kind (whether legal or illegal), transportation interruption, civil disturbance, or any other cause beyond the reasonable control of the Sponsor.

7. Indemnification; Limitation of Liability: NEITHER SPONSOR, ADMINISTRATOR, NOR THEIR SUBSIDIARIES AND AFFILIATED ENTITIES IS RESPONSIBLE FOR PRINTING OR TYPOGRAPHICAL ERRORS IN ANY SWEEPSTAKES-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 SWEEPSTAKES 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 SWEEPSTAKES, 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 SWEEPSTAKES. 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 EACH OF SPONSOR, ADMINISTRATOR, AND THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, AND ANY AND ALL OTHER COMPANIES ASSOCIATED WITH THIS SWEEPSTAKES (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 SWEEPSTAKES, (II) PARTICIPANT'S PARTICIPATION IN THE SWEEPSTAKES, 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 AND EXPOSURE, INFECTION AND/OR SPREAD OF COVID-19; 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 SWEEPSTAKES 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 SWEEPSTAKES.

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 Sweepstakes, subject to availability and provided that the Sweepstakes 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 Sweepstakes, 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 Sweepstakes, but in no event attorneys fees. Sponsor reserves the right to correct clerical or typographical errors in Sweepstakes 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 Sweepstakes, each Participant agrees to Sponsor's manner of collection, use, retention, and disclosure of Participant's personal information submitted in connection with the Sweepstakes, 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:** Copies of the Official Rules may be obtained at the Southwest Airlines activation location. For a list of winners, mail a request and self-addressed, stamped envelope to be received by October 31, 2023 to: Southwest Rapid Rewards Sweepstakes, 2702 Love Field Drive, HDQ 5MC, Dallas, Texas 75235. Vermont residents may omit return postage. These Official Rules may not be available following the end of the Sweepstakes Period.

11. **Sponsor:** Southwest Airlines Co., 2702 Love Field Drive, Dallas, Texas 75235.

12. **Administrator:** The Infinite Agency, 2122 Kidwell St #100, Dallas, TX 75214