

Get Amped Sweepstakes (“Sweepstakes”)

Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID IN ALASKA, HAWAII, PUERTO RICO AND WHERE PROHIBITED OR RESTRICTED BY LAW.

- 1. Eligibility:** Sweepstakes open to all legal residents of the 48 contiguous United States and the District of Columbia who are 19 years of age or older and have a valid e-mail address at the time of entry. Employees of Southwest Airlines Co. (“Southwest Airlines”), Denver Arts & Venues (“Sponsor”), Red Rocks Amphitheatre (“Prize Provider”), 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. 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 May 15, 2017 at 5:00 PM MST through September 29, 2017 at 5:00 PM MST (“Sweepstakes Period”).

To enter the Sweepstakes, visit www.redrocksonline.com/southwest and complete the entry form. All entries become property of Sponsor and will not be acknowledged or returned. Incomplete entries are not eligible. Entries must be received by September 29, 2017 at 5:00 PM MST. Entries limited to one (1) per person. Sponsor’s computer 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 e-mail 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 e-mail 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, and may also delete any entry received from persons under the age of 13 in compliance with the Children’s Online Privacy Protection Act.

- 3. Drawing:** On or about October 3, 2017, a random drawing from all eligible entries received will be conducted by Sponsor. There will be one (1) winner who will be notified by phone and/or e-mail on or about 72 hours after the random drawing takes place. Odds of winning will depend on the total number of eligible entries received. Participants need not 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:** One (1) prize will be awarded, consisting of (i) roundtrip air travel on Southwest Airlines® for winner and one (1) guest to Denver International Airport (“DEN”) (subject to Air Travel Restrictions set forth below); (ii) two (2) tickets to attend ten (10) Red Rocks concerts during the 2018 season (ten (10) concerts to be chosen by winner) in Denver, Colorado (the “Concerts”); (iii) dinner for two (2) at the Ship Rock Grille; (iv) accommodations for one (1) night, standard room, double occupancy, at a hotel procured by Sponsor; and free transportation to one (1) Concert from the hotel. There will be no substitutions if the winner is unable for any reason to attend any Concert. If any Concert 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 Concert tickets. Concert tickets are subject to certain terms and conditions as specified by issuer. Approximate retail value of prize is \$ 2,325.

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.

Air Travel Restrictions: Air travel is subject to Southwest Airlines terms and conditions; certain restrictions may apply. Roundtrip travel 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 between the closest major U.S. airport to the winner's residence served by Southwest Airlines and DEN. 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 <http://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 the nearest airport served by Southwest Airlines. Winner is responsible for booking all travel. Travel is based on seat availability. Seats on any desired flight are not guaranteed. Winner and guest 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.

To Claim Prize: Winner will be notified by phone and/or e-mail 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"). 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 three (3) 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 by random drawing from among the eligible entries containing a correct code word. 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 or until three (3) 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 Sweepstakes 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.

- 5. 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 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, 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 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 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 printing, the offering or the administration of the Sweepstakes, 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 Sweepstakes 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 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.

- 6. Indemnification; Limitation of Liability:** NEITHER SPONSOR, SOUTHWEST AIRLINES, PRIZE PROVIDER, NOR THEIR SUBSIDIARIES AND AFFILIATED ENTITIES ARE 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. WINNER IS SOLELY RESPONSIBLE FOR PAYMENT OF ALL FEDERAL, STATE, AND LOCAL TAXES ON PRIZE AND FOR ANY TRAVEL OR OTHER EXPENSES NOT SPECIFICALLY MENTIONED IN PRIZE DESCRIPTION. SPONSOR RESERVES THE RIGHT TO CANCEL OR MODIFY SWEEPSTAKES IF FRAUD OR TECHNICAL FAILURE COMPROMISES THE INTEGRITY OF THE SWEEPSTAKES AS DETERMINED BY SPONSOR IN ITS SOLE DISCRETION.

THIS SWEEPSTAKES OFFER IS BEING MADE EXCLUSIVELY BY THE SPONSOR. SPONSOR, SOUTHWEST AIRLINES, AND PRIZE PROVIDER 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, SOUTHWEST AIRLINES, PRIZE PROVIDER, NOR THEIR SUBSIDIARIES AND AFFILIATED ENTITIES ARE 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, SOUTHWEST AIRLINES, PRIZE PROVIDER, 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; 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.

- 7. 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.

- 8. 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, except that names may be reported on a list of winners, and is subject to applicable state or federal law. Sponsor's privacy policy can be found at <http://artsandvenuesdenver.com/privacy-policy>.
- 9. Official Rules and Winner's List:** Official Rules and Winner's List (available after October 13, 2017) may be obtained by sending an e-mail to Brandon.tosti@denvergov.org, with the subject line "Get Amped Concert Ticket Giveaway." All requests must be received by October 13, 2017.
- 10. Sponsor:** Denver Arts & Venues, 1345 Champa Street, Denver, CO 80204.