

# DISH "SOUTHWESTGIFTCARD" SWEEPSTAKES

## OFFICIAL RULES

Please read the Official Rules and Regulations ("Official Rules") of the "DISH 'southwestgiftcard' Sweepstakes" ("Sweepstakes"). You must agree to accept and comply with the Official Rules to participate in the Sweepstakes. By entering the Sweepstakes, you agree to these Rules.

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN, NOR WILL A PURCHASE IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. THE ODDS OF WINNING DEPEND UPON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED DURING THE SWEEPSTAKES PERIOD.**

1. **Dates:** This Sweepstakes is valid from 11/29/13, 12:00 AM MT, through 12/30/13, 11:59 PM MT ("Sweepstakes Period"), with four (4) Entry Periods ("Entry Periods").

Entry Period 1: 11/29/13 to 12/06/13.

Entry Period 2: 12/07/13 to 12/14/13.

Entry Period 3: 12/15/13 to 12/22/13.

Entry Period 4: 12/23/13 to 12/30/13.

2. **How To Enter:** There are two (2) methods for entry:

Submit the required information at one of the following web sites: [dish.com/southwest](http://dish.com/southwest), [dish.com/seenonsouthwest](http://dish.com/seenonsouthwest), [dish.com/tvfliesfree](http://dish.com/tvfliesfree).

On participating Southwest Airlines flights, submit a valid email address while accessing free in-flight TV service on your mobile device.

Limit one (1) Entry per Entry Period per person, per household, regardless of method of entry.

3. **Eligibility:** This Sweepstakes is open to legal residents of the United States and D.C. (excluding, without limitation, residents of Puerto Rico and other U.S. territories) who are 18 years of age (or age of majority in his or her state) and older at the time of entry. Employees, directors, officers and their immediate families (spouse, parents, children, siblings, and each of their spouses regardless where they live) or members of households of Southwest Airlines and DISH Network L.L.C., ("DISH") and each of their respective parent companies, subsidiaries, advertising, design, print production and publicity agencies and anyone connected with the production and distribution of this sweepstakes (collectively the "Sweepstakes Entities"), are not eligible to enter or be awarded a prize.
4. **Administrator:** DISH Network L.L.C., 9601 S. Meridian Blvd., Englewood, CO 80112.
5. **Winner Selection:** A random drawing will be held by Administrator approximately one week after end of each Entry Period, from among all eligible entries received during that Entry Period. Decisions of Administrator are final. Potential Prize Winners will be notified by email at Administrator's discretion, and will have 7 business days to respond. If a Potential Prize Winner does not reply within allocated time, does not accept prize, or is found to be ineligible or not in compliance with these Official Rules such prize will be forfeited and may be awarded to an alternate Winner, time permitting. Odds of winning will depend upon the total number of eligible Entries received. Limit one (1) prize per person.
6. **Prizes and Approximate Retail Values ("ARV"): One (1) prize per Entry Period:** one (1) \$500 southwestgiftcard®. A southwestgiftcard® can only be used for passenger travel on Southwest Airlines flights purchased via southwest.com, Southwest Airlines Reservations, or a Southwest Airlines Ticket Counter. A southwestgiftcard® is not replaceable if lost, stolen, or destroyed and will not be exchanged for cash or credit except where required by law. To check the balance of this card, visit southwest.com or call 1 866 393-2081. Activation or use of a southwestgiftcard® constitutes acceptance of all terms and conditions, a list of which may be reviewed at southwest.com. Only four total valid forms of payment, including southwestgiftcards®, may be combined to purchase one reservation. A southwestgiftcard® never expires and has no fees. For full terms and conditions visit [http://www.southwest.com/html/help/help\\_popup\\_gift\\_card\\_terms\\_and\\_conditions.html#General](http://www.southwest.com/html/help/help_popup_gift_card_terms_and_conditions.html#General). Prize consists of only those items specifically listed as the prize.

7. **Taxes:** Taxes are the sole responsibility of each Winner. All expenses not stated herein are the sole responsibility of each Winner. An IRS form #1099 will be issued to each Winner.
8. **General Rules:** Sweepstakes administration, winner selection and prize claim verification and fulfillment will be conducted by Administrator. By participating in this Sweepstakes, Prize Winners agree to be bound by these Official Rules and the decisions of the Administrator, whose decisions are final. All materials submitted become the sole property of Administrator and will not be returned. Return of any prize/prize notification as undeliverable will result in disqualification and an alternate will be selected. Each Prize Winner must sign and return an Affidavit of Eligibility and Publicity/Liability Release within seven (7) days of prize notification. Noncompliance within this time period will result in disqualification and an alternate will be selected. In the event a Prize Winner is less than the age of majority in his/her state of residence, all required documents must be signed by the individual's parent/legal guardian on his/her behalf. Administrator reserves the right to cancel/terminate, modify or suspend the Sweepstakes if in Administrator's sole determination it believes that the integrity of the Sweepstakes has been, or could be, compromised or that the Sweepstakes is not capable of running as planned or fairly, including, but not limited to, fraud or force majeure or any other causes beyond Administrator's control. By entering this Sweepstakes, a participant explicitly releases, discharges and holds harmless the Sweepstakes Entities, their successors, estates and assigns and all their respective shareholders, directors, officers and employees, one and all, from any and all liability, actions, causes of action, damages, actual, incidental or consequential, claims and demands whatsoever in law or equity, including all "costs", which he/she now has or may acquire, by reason of any personal injury, death, loss of or damage to property, or any reason, occurring during or arising out of his/her participation in the Sweepstakes and the acceptance and use or misuse of a prize. By accepting a prize, each Winner waives the right to 1) assert as a cost of winning the prize any and all costs of verification and redemption or travel to redeem said prize, and 2) claim any liability (including attorney's fees and costs) which might arise from redeeming or seeking to redeem said prize (including any travel related thereto). The right to receive a prize is non-assignable and non-transferable and no prize substitution, exchange or cash equivalent will be allowed except by Administrator who reserves the right to substitute a prize (or portion of prize) of equal or greater value in case of unavailability of a prize or force majeure.
9. **Severability:** Sweepstakes void where prohibited. If any provision of this Sweepstakes shall be deemed to violate any federal, state or municipal law, it shall be amended to conform to such law and all other provisions shall remain in full force and effect. All federal, state and local laws and regulations apply.
10. **No Reproduction:** This offer may not be reproduced, reprinted or published elsewhere in any format without the written permission of the Administrator.
11. **Publicity Rights:** Acceptance of a prize constitutes permission to use a Winner's name, town and state, voice and likeness and any and all identifying characteristics including, but not limited to, the taking of photographs and/or videos by Administrator photographer/videographer for publicity purposes, in perpetuity, without further consent or compensation, unless prohibited by law and Winner agrees to execute any and all documents requested by Administrator to convey such rights to own all the results thereof. Nothing contained herein shall be deemed to obligate Administrator to make use of any of the rights granted herein and Winner waives any right to inspect or approve any such use of any and every nature and kind.
12. **Limitations of Liability:** The Administrator is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction nor unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry materials by Administrator on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof. Any person attempting to damage any website, defraud or in any way tamper with the Sweepstakes will be ineligible for any prize and may be prosecuted to the full extent of the law. The Administrator shall not be responsible for technical, pictorial, typographical or editorial errors or omissions in any marketing materials or these Official Rules. Entrant agrees that any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes or any prizes awarded and all issues and questions concerning the validity, interpretation and enforceability of these Official Rules shall be resolved individually, without resort to any form of class action, and exclusively in a court of competent jurisdiction sitting in Douglas County, Colorado. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes and never shall include consequential, incidental or punitive damages, and in no event attorneys' fees. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above may not apply to you.
13. **Winner Name(s):** The names of the Winners will be posted on or about 12/31/13, at [dish.com/southwest](http://dish.com/southwest).