Contract of Carriage - Passenger

English Version

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1. Introduction

a. Application of Conditions of Contract

(1) Reservations, purchase, ticketing, and transportation by Southwest Airlines Co. ("Carrier" or "Southwest Airlines" or "Southwest") are subject to this Contract of Carriage in effect on the earliest of the date on which the Ticket is reserved, purchased, or issued, and as amended through the date of travel, in addition to any terms, conditions, and restrictions applicable to your booking channel and included on any Ticket, except as otherwise provided within specific fare rules. The terms and conditions contained in this *Contract of Carriage* shall govern all published routes and services provided by Southwest as well as all fares and charges published by Southwest. This *Contract of Carriage* is subject to applicable tariffs on file with the U.S. Department of Transportation and laws, regulations, and rules imposed by U.S. or foreign governmental agencies; however, such tariffs, laws, regulations, and rules do not create any contractual or other obligations by Southwest that are owed to the Passenger, the Customer, or any other person or entity, or any right of action as against Southwest. If any portion of this *Contract of Carriage* conflicts with applicable laws, rules, or security directives from U.S. or foreign government agencies, the applicable laws, rules, or security directives shall govern. Southwest shall not be liable for any damage arising out of its compliance with any laws, government regulations, orders, rules, requirements, or security directives.

By making a reservation, purchasing a Ticket, or accepting Carriage, the Passenger and Customer agree to adhere to, be bound by, and comply with all of the terms, conditions, and requirements set forth herein and applicable laws and regulations, including but not limited to federal laws protecting federal, airport, and air carrier employees who have security duties from assault and interference with the performance of their duties. Carriage offered by Southwest under this *Contract of Carriage* is subject to the Passenger's and Customer's compliance with these obligations, and a failure to comply shall constitute a material breach of this *Contract of Carriage*.

(2) Southwest Airlines reserves the right, in its sole discretion and to the extent not prohibited by law, to change, delete, or add to any of the terms of this *Contract of Carriage* without prior notice. All changes must be in writing and approved by an authorized representative of Southwest Airlines.

(3) If; (i) this *Contract of Carriage* is amended after a Ticket is reserved, purchased, or issued but before commencement of travel, (ii) the amendment substantially affects the terms and conditions of a Passenger's Carriage, and (iii) the Passenger does not agree to be bound by the *Contract of Carriage* as amended, then the Passenger's sole recourse is to request a refund of the fare paid for unused travel. Such request for a refund must be made prior to the date on which travel was to commence. Any such refund will be issued in accordance with Section 4.c.(3).

(4) Southwest's obligations hereunder extend only to the Passenger, and as expressly set forth herein, to the Customer. In the event of a refund payment, Southwest may, in its sole discretion, refund all or a portion of the payment to the Customer but such payment shall not create a contractual relationship between Southwest and such third-party payor.

(5) This *Contract of Carriage* does not create, and shall not be construed to create, any right or cause of action based on any state, local, federal or international law, statute, regulation, rule, policy, guidance, treatise, convention, or other form of legal statements or requirements, and Southwest Airlines does not, in this *Contract of Carriage,* expressly or implicitly incorporate any such law, statute, regulation, rule, policy, guidance, treatise, convention, or other form of legal statements or requirements by reference.

(6) The Customer and Passenger waive any right of a travel insurer to exercise rights and remedies under this *Contract of Carriage* against Southwest with respect to any loss covered by a travel insurance policy.

(7) The invalidity of any provision herein shall not affect the validity of any other provision that shall remain in full force and effect.

(8) Unless specifically stated otherwise herein or where any limitation would expressly violate any applicable law, Southwest shall not be liable for any consequential, compensatory, indirect, incidental, or punitive damages arising out of or in connection with the performance of its obligations under this *Contract of Carriage*.

(9) For Interline Transportation, please refer to Section 10 for additional information, terms and conditions.

b. Definitions

Baggage means all luggage and contents contained inside, including but not limited to, suitcases, garment bags, tote bags, packages, camera and electronics bags, computer and equipment cases, briefcases, musical instruments, and similar articles, whether carried by the Passenger in the cabin or carried in the aircraft cargo compartments. Coats and wraps, when carried by the Passenger in the passenger cabin, will not be considered as Baggage.

Boarding Pass means a document (paper or electronic) issued by Southwest that bears the title Boarding Pass, the Passenger's first and last name, the flight number and date, the departure and destination airports, and a seat and boarding group assignment.

Carriage means the transportation of Passengers and/or Baggage by air, gratuitously or for hire, and all services of Southwest related thereto.

Checked Baggage means Baggage of which Southwest takes sole custody and for which Southwest has issued a baggage claim check and to which Southwest or Passenger affixed a baggage tag.

Customer means the person, agent, or entity who held a reservation or paid for, changed, or canceled a Ticket for the Passenger. For clarity, if the Passenger holds a reservation or purchases, changes, or cancels a Ticket, the Passenger is the Customer.

Flight Credit means a credit in a specified U.S. dollar amount, which has no cash value and may be redeemed solely for the purchase of Tickets. Flight Credits created from Tickets issued or changed on or after May 28, 2025, have an expiration date by which travel must be booked and flown. You may not transfer a Flight Credit for any reason unless expressly stated otherwise in this contract. More information about the terms that apply to Flight Credits can be found in our Help Center.

Force Majeure Event means any event outside of Southwest's control, including, without limitation, acts of God, and meteorological events, such as storms, polar vortex, rain, wind, fire, fog, flooding, earthquakes, haze, or volcanic eruption. It also includes, without limitation, a pandemic, public health emergency, catastrophe, government action, disturbance, or potentially volatile international condition, armed conflict, civil unrest or commotion, riot, embargo, war, or hostility, whether actual, threatened, or reported, strike, work stoppage, slowdown, lockout, or any other labor related dispute involving or affecting Southwest's service, mechanical difficulties by entities other than Southwest, Air Traffic Control, or the inability to obtain fuel, supplies, components, parts, fluids, airport gates, labor, landing facilities, or other items which Carrier, in its unilateral discretion, decides is reasonably necessary for the flight in question, or any fact or situation that was not foreseen, anticipated, or predicted by Southwest.

Individual with a Disability, as defined in 14 CFR § 382.3, means any individual who has a physical or mental impairment that, on a permanent or temporary basis, substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment.

Interline Carrier means an airline subject to an interline agreement with Southwest over whose routes a Passenger and their Checked Baggage are transported on a single ticket involving Southwest.

Interline Transportation means carriage on more than one carrier where carriers agree to accept each other's tickets and baggage pursuant to an interline agreement.

Interline Itinerary means flights reflected on a single ticket involving Southwest and a carrier with which Southwest has entered into an interline agreement.

Limited Release of Liability means Passenger's tender, and Southwest's acceptance, of Checked Baggage in a condition, or of a nature, unsuitable for Carriage and/or where Southwest limits or excludes liability for loss, damage, or delay under Section 7.

Montreal Convention means, unless the context requires otherwise, the Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal, May 28, 1999.

A nonstop Flight is a flight scheduled to operate between origin and destination airports without any intermediate stops.

One-way means Scheduled Air Service on Southwest Airlines from an originating airport to a destination airport.

Passenger means any person, except members of the Crew working on the flight, who is carried or will be carried in an aircraft with the consent of Southwest.

Qualified Individual with a Disability, as defined in 14 CFR § 382.3, means an Individual with a Disability who, as a Passenger:

(i) With respect to obtaining a Ticket for air transportation on Southwest Airlines, offers or makes a good faith attempt to offer, purchase, or otherwise validly obtain a Ticket.

(ii) With respect to obtaining air transportation, or other services or accommodations:

a. Buys or otherwise validly obtains, or makes a good faith effort to obtain, a Ticket for air transportation on Southwest Airlines and presents themselves at the airport for the purpose of traveling on the flight to which the Ticket pertains; and

b. Meets reasonable, nondiscriminatory *Contract of Carriage* requirements applicable to all Passengers.

(iii) With respect to accompanying or meeting a traveler, using ground transportation, using terminal facilities, or obtaining information about schedules, fares, reservations, or policies, takes those actions necessary to use facilities or services offered by Southwest to the general public, with reasonable accommodations, as needed, provided by Southwest.

Roundtrip means Scheduled Air Service on Southwest Airlines from an originating airport to a destination airport and back to the originating airport or Southwest Airlines-recognized co-terminal.

Same-Plane Service means service between an origin and destination airport with scheduled stops at one or more intermediate airports. With the exception of unexpected ground delays or other unforeseen flight disruptions, Passengers on Same-Plane Service are not required to disembark the aircraft at any intermediate stop.

Scheduled Air Service means any current or future flight published on the Southwest Airlines website, Southwest Airlines mobile apps, or in a computer reservation system used by Southwest.

Significantly Delayed or Changed Flight means because of a Southwest-imposed flight delay or change:

A. The Passenger is scheduled to depart from the origination airport three hours or more for domestic itineraries and six hours or more for international itineraries earlier than the original scheduled departure time;
B. The Passenger is scheduled to arrive at the destination airport three hours or more for domestic itineraries or six hours or more for international itineraries later than the original scheduled arrival time;
C. The Passenger is scheduled to depart from a different origination airport or arrive at a different destination airport;
D. The Passenger is scheduled to travel on an itinerary with more connection points than that of the original itinerary; or
E. The Passenger is downgraded to a lower class of service; or
F. The Passenger is an Individual with a Disability and is scheduled to travel through one or more connecting airports that are different from the original itinerary.

Southwest LUV Voucher means a voucher issued by Southwest, at Southwest's sole discretion in a specified dollar amount with a specified expiration date. Southwest LUV Vouchers are redeemable solely for the purchase of Tickets and may not be redeemed for cash. Southwest LUV Vouchers are not redeemable as payment toward Government-imposed segment fees, excise taxes, Passenger Facility Charges, or September 11th Security Fees or as payment toward miscellaneous charges, Southwest Airlines Group tickets, Getaways by Southwest® packages, or travel either wholly or in part on other air carriers. Southwest LUV Vouchers must be used (travel booked and flown) by the Southwest LUV Voucher's expiration date. Additional Terms and Conditions applicable to Southwest LUV Vouchers may be found on Southwest.com and/or accompanying receipt of the voucher.

Special Drawing Rights (SDR) means a unit of currency created by the International Monetary Fund (IMF) in 1969, which operates as a supplement to the existing reserves of member countries. The current value of an SDR in U.S. dollars is provided daily by the IMF at http://www.imf.org/external/np/fin/data/rms_sdrv.aspx.

Standby Passengers means Passengers who will be enplaned on a flight subject to availability of space at departure time and only after all Passengers with confirmed reserved space for such flight have been enplaned on such flight.

Ticket means the electronic number issued by Southwest, an authorized travel agent, or another carrier as part of an Interline Itinerary, which provides for the Carriage of the Passenger occupying a seat.

Ticketing Time Limit (TTL) means the time by which the Passenger must secure their Ticket for a confirmed reservation.

Trained Service Animal means a dog, regardless of breed or type, that is individually trained to do work or perform tasks for the benefit of a Qualified Individual with a Disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. A Trained Service Animal also must be trained to behave properly in a public setting, remain under the control of the handler, and avoid engaging in disruptive behavior at all times. Animal species other than dogs, emotional support animals, comfort animals, companionship animals, and service animals in training are not Trained Service Animals for the purposes of this *Contract of Carriage*. Southwest does not agree to admit any animal onboard the aircraft where such animal carriage is not required by the federal Air Carrier Access Act or applicable rules and regulations of the U.S. Department of Transportation.

Transferable Flight Credit™ means a Flight Credit that allows a one-time transfer of the credit between Rapid Rewards™ Members® before the expiration date of the credit. More information about the terms that apply to Transferable Flight Credits is available in our Help Center.

2. Reservations

a. Reservations

(1) Confirmation of Reservations. A reservation on a given flight is confirmed by the issuance of a Ticket.

(2) Cancellation of Reservations.

(i) Passenger or Customer Initiated Cancellation Prior to Travel. If a Passenger or Customer cancels a Ticket at least ten (10) minutes prior to the scheduled departure time, eligible refunds will be provided consistent with Section 4.c. if affirmatively requested within one year from the date the Ticket was issued. If a Passenger does not travel and either the Passenger or Customer fails to cancel a Ticket at least ten (10) minutes prior to the scheduled departure time, the fare paid for such unused travel associated with the Ticket will be handled in accordance with the procedures specified in Section 2.a.(2)(iii).

(ii) Southwest has the right to cancel reservations (whether or not confirmed) due to the Customer's or Passenger's failure to comply with the rules set forth herein, including but not limited to, the failure to pay for the applicable Ticket under the conditions applicable to the fare for such travel and the failure to meet our check-in requirements as described in Section 5.

(iii) No-Show Policy.

(a) Subject to Section 9, if a Basic fare segment on a Ticket is not canceled at least ten minutes prior to the scheduled departure time and the Passenger does not travel, then all segments associated with the Ticket are canceled, and the Rapid Rewards™ points and/or funds used to purchase the Basic fare segment(s), including taxes and government fees associated with those segments, are forfeited.

(b) Subject to Section 9, if a Choice fare segment on a Ticket is not canceled or changed at least ten minutes prior to the scheduled departure time and the Passenger does not travel, then all segments associated with the Ticket are canceled, and Rapid Reward points and/or funds used to purchase the Choice fare segment(s), including the taxes and government fees associated with those segments, are forfeited.

(c) Subject to Section 9, if a Choice Extra fare or Choice Preferred fare segment on a Ticket is not changed or canceled at least ten minutes prior to the scheduled departure time and the Passenger does not travel, all segments associated with the Ticket are canceled, and funds (including taxes and government fees) associated with the Choice Extra Fare or Choice Preferred Fare segment(s) are returned as a Transferable Flight Credit™. Any Rapid Rewards™ points used to purchase the Choice Extra fare or Choice Preferred fare segment(s) will be returned to the account used to purchase the fare segment.

(d) Subject to Section 9, when a Ticket contains flight segments with mixed fare types and the Ticket is not changed or canceled at least ten minutes prior to the scheduled departure time and the Passenger does not travel, all segments associated with the Ticket are canceled and the individual flight segments will follow the aforementioned rules associated with the fare type in regard to forfeiture of Rapid Rewards™ points and funds under Sections 2.a.(2)(iii)(a), (b), and (c).

(vi) Prohibited Booking Practices

(a) Fraudulent, fictitious, and/or abusive bookings violate Southwest Airlines rules. Reservations made by Passengers or Customers, or Tickets issued to Passengers, must be made and issued only in respect of a Passenger's genuine travel requirements. Reservations made to exploit or circumvent fare and Ticket rules are strictly prohibited. Examples include (but are not limited to):

- Purchasing a Ticket without intending to fly all flights to gain lower fares (hidden cities);
- Purchasing a Ticket without intent to travel, including to gain access to facilities;
- Combining two or more roundtrip excursion fares end-to-end to circumvent minimum stay requirements (back-to-back ticketing);
- Reserving a Ticket in someone's name without the person's consent; and
- Reserving duplicate or impossible trips; for example, multiple trips for the same Passenger around the same time (i.e., trips a Passenger physically could not complete), multiple trips for the same Passenger departing from the same city on the same date, or any multiple reservations containing conflicting or overlapping itineraries (such as departures for the same Passenger from multiple cities at the same time).

(b) If Southwest finds evidence that the Passenger or Customer is using a prohibited practice, then without advance notice to the Passenger or Customer, Southwest reserves the right to the following:

- Cancel any unused part of the Ticket;
- Cancel any other reservations that it believes, in its sole discretion, were made without intent to travel;
- Refuse to let the Passenger and Passenger's Checked Baggage fly;
- Not refund an otherwise refundable Ticket;
- Charge the Customer for what the Ticket would have cost if the Customer hadn't engaged in a prohibited practice, and;
- Require the Passenger or Customer to refund to Southwest Airlines any compensation Southwest Airlines provided to the Passenger or Customer (such as costs for delivering Baggage or reimbursements for clothes or toiletries).

(c) If Southwest proactively cancels a Ticket, the fare paid for the unused portions of travel that are canceled by Southwest may be refunded or applied toward a Flight Credit or a Transferable Flight Credit™ depending on the fare purchased in accordance with this *Contract of Carriage*.

(vii) Limitation of Liability. The Customer and Passenger agree that Southwest will not be liable for any type of special, incidental, consequential, or any other type of damages when Southwest cancels the reservations of any Passenger pursuant to Section 2.a.(2).

b. Group Policies

(1) Groups Booked as Individuals. When ten (10) or more Passengers are booked by a single individual, company, corporation, booking agency, or other entity for travel on the same scheduled flight(s), the reservations must be made as a group through Southwest Airlines Group Desk and are otherwise subject to cancellation, and all applicable group policies, procedures, and terms and conditions set forth in a group travel agreement must be followed. In the event of a conflict between this *Contract of Carriage* and applicable group policies, procedures, and terms and conditions set forth in a group travel agreement (including fare rules and refunds), such group policies, procedures, and terms and conditions set forth in a group travel agreement shall apply. If a booking entity fails to make such reservations as a group, Southwest Airlines reserves the right, in its sole discretion, to assess a penalty upon and/or revoke the authority of the booking entity to sell Southwest Airlines transportation services.

(2) Group Reservations. Southwest Airlines reserves the right to:
(i) Limit seats by flight for group reservations.
(ii) Cancel group reservation requests.
(iii) Make changes to group reservations to accommodate Southwest Airlines' flight schedule.
(iv) Not accept group reservations.
(v) Require that group reservations be converted to ticketed individual reservations at the applicable individual fare or be forfeited if group reservation utilization reveals what Southwest Airlines considers, in its sole discretion, to be an inadequate usage of reserved seats.
(vi) Prohibit Passengers traveling on group reservations from voluntary standby.

(3) Group Reservations made through Southwest Airlines are valid on flights operated by Southwest Airlines only and are not available for travel on itineraries that combine flights with other carriers.

3. Fares

a. Application of Fares

(1) Transportation is subject to the fares and charges in effect when the Ticket is purchased. The fare is guaranteed once a reservation is purchased and a Ticket is issued. If a Ticket is purchased before an increase in the fare becomes effective, the Ticket shall be honored for transportation between the airports and at the fare for which it was purchased.

(2) Changes to any portion of a Ticket initiated by the Customer or the Passenger after its original issue will be subject to the fares, fare rules, tax increases, and charges in effect on the date the change is initiated. For these purposes, a change constitutes a change in flight number, origin, destination, intermediate points, flight date, flight time, or fare product. A Basic fare segment on a Ticket can only be canceled or upgraded to a higher fare product.

(3) Fares may be obtained on Southwest Airlines websites at Southwest.com or SWABIZ.com; through Southwest Airlines mobile apps; from Southwest Airlines by telephone at 1 (800) 435-9792 (1-800-I-FLY-SWA), in Spanish at 1 (800) 826-6667 (1-800-VAMONOS), from Mexico (Border Cities) at 001(800) 435-9792 (English) or 001-(800) 826-6667 (Spanish), through TTY service at 1(800) 533-1305, for groups at (800) 433-5368; at a ticket counter of Southwest; or through a travel agent or other entity authorized by Southwest to access Southwest Airlines fares.

(4) All published fares and charges are stated in U.S. currency (“dollars” or “U.S. dollars”).

(5) On the day of travel, when Passengers voluntarily request to travel standby on an itinerary differing from their purchased Ticket, Southwest will quote an estimated amount for the taxes and government fees in line with the planned standby itinerary at the time of request by the Passenger. Passengers traveling on group reservations and Passengers under the age of 12 unless accompanied by a Passenger at least 12 years old are prohibited from voluntary standby travel. Voluntary standby travel is subject to eligibility and the availability of seats at departure time. Passengers flying standby have an unconfirmed status for all scheduled stops at any intermediate or connecting points on the flight and must receive confirmation of reserved space for each intermediate or connecting points on the flight in order to be provided travel on such flight. Passengers flying standby are responsible for any expenses incurred as a result of not receiving confirmed reserved space at any intermediate or connecting airports. Southwest may, at the discretion of Southwest, establish a hierarchy for the order in which Passengers traveling standby will be accommodated.

Because the Passenger’s requested (voluntary standby) itinerary may not be available as originally planned, and a new itinerary may be required, the amount of the taxes and government fees may vary from the initial estimated amount at the time that the Passenger made the request for standby travel. Passengers who travel on an itinerary of a standby nature are responsible for any change in taxes and/or fees that result from the Passenger’s final completed ticketed routing, regardless of the initial proposed standby quote.

b. Stopovers

(1) A stopover is a deliberate interruption of the itinerary by the Passenger. No Passenger-initiated stopovers are permitted on published fares, except upon combination of individually purchased One-way fares.

c. Military Fares

(1) United States military personnel on active duty (including reservists, National Guard members, and Coast Guard members with active orders and cadets/midshipmen attending the U.S. Air Force Academy, U.S. Naval Academy, U.S. Military Academy [West Point], and the U.S. Coast Guard Academy) and their authorized dependents are eligible for military fares. Military dependents ages 2 through 11 years old must be accompanied by a military Passenger or a military dependent Passenger at least 12 years old. Military personnel who have been discharged from active military duty and their authorized dependents traveling together remain eligible for military fares if travel will be completed within seven (7) days of the military member's date of discharge.

(2) Government Transportation Requests (GTRs) are not permitted or accepted for purchase of transportation booked at a military fare.

A valid United States Uniformed Services Active Duty Identification Card or a copy of discharge orders must be presented at the time of check-in for military personnel. Dependents, other than dependents traveling with a discharged military member within seven (7) days of the member's discharge from active duty, must present a United States Uniformed Services Identification and Privilege Card marked Active.

(3) Military fares are not available on Southwest.com and may only be purchased by calling Southwest or at an airport ticket counter of Southwest. Passengers traveling on a military fare will need to verify ID at the airport ticket counter in order to receive a Boarding Pass.

d. Government Fares

(1) Federal government fares are not available on Southwest.com and may only be purchased through an eligible federal government personnel's authorized travel management system, travel agency, or commercial travel office or through the Southwest Airlines Government Reservation Desk by calling 1 (888) 871-8167. Eligible federal government personnel should use their agency's preferred channel for purchasing a Ticket.

(2) State government fares are not available on Southwest.com and may only be purchased through an eligible state government personnel's authorized travel agency or through the Southwest Airlines Government Reservation Desk by calling 1 (888) 871-8167. Eligible state government personnel should use their agency's preferred channel for purchasing a Ticket.

e. Basic fares and Choice fares
(1) Basic fares and Choice fares are discounted, restricted, and nonrefundable fares.
(2) Restrictions on Basic fares and Choice fares are set forth in various provisions of this *Contract of Carriage*.

4. Tickets

a. Tickets

(1) No person shall be entitled to Carriage except upon presentation of a valid Ticket or proof of identification acceptable to Southwest to confirm that Carriage has been purchased. Such Ticket shall entitle the Passenger to Carriage subject to this *Contract of Carriage* and, in particular, certain terms and conditions as follows:
(i) Such Ticket is valid between the points of origin and destination via the specific routing designated on the Passenger's itinerary only.
(ii) The Passenger is in compliance with fare requirements as provided in Section 3.c., including proof of age and status, where applicable, that entitles the Passenger to military fares.
(iii) The Passenger is in compliance with any other requirements of the Passenger's fare rules.
(iv) The Passenger's Ticket is in the Passenger's own name.
(v) The Ticket has not been altered or improperly issued.

(2) Tickets are Nontransferable. Tickets are nontransferable unless:
- Specified explicitly on the Ticket, or;
- Passenger holds a Ticket purchased subject to an agreement with Southwest Airlines and, in accordance with such agreement, the purchasing company or its designated travel agent is permitted to request a Ticket exchange replacing the Passenger's name with a different Passenger on a new Ticket. If the company or its designated travel agent makes the Ticket exchange request as permitted by the foregoing clause (ii) at least 24 hours prior to the original scheduled departure time for the flight, then the name of the Passenger on the ticketed reservation may be changed in accordance with the terms of such corporate agreement and Southwest shall not be liable for any type of actual, special, incidental, or consequential damages (including for transportation, a refund, or a Flight Credit[s] or Transferable Flight Credit[s]™) to the Passenger named on the Ticket prior to the Ticket exchange.

(3) Except as expressly permitted by this *Contract of Carriage*, Southwest is not liable to the holder of a Ticket for use or refund of such Ticket when presented by a person other than the person named on the Ticket. If a Ticket is used by a person other than the person named on the Ticket, Southwest shall not be liable for the loss, destruction, damage, or delay of such unauthorized person's Baggage or other personal property or the death or injury of such unauthorized person arising from or in connection with such unauthorized use.

(4) Adjacent Seats. The purchase of more than one seat for use by a single Passenger is required in two situations. First, the purchase of an adjacent seat is required when necessary to transport large musical instruments or electronic audio/video, medical, or otherwise sensitive equipment unsuitable for Carriage as Checked Baggage, as specified in Section 7. Second, the purchase of more than one seat for use by a single Passenger may sometimes be necessary to accommodate the pet of a Passenger with unique seating needs, per Section 6.(e)(7). An adjacent seat is required for Passengers who, at the Carrier's discretion, cannot be safely accommodated in a single seat, whether because of a disability or because the Passenger would encroach upon the neighboring seat. Southwest's policies for Customers of size and Customers with disabilities who require more than one seat, including how to obtain an adjacent seat, can be found in our

Help Center.

(5) Purchase of more than one seat for use by a single Passenger for the sole purpose of seeking additional personal space is prohibited except when expressly allowed by Southwest. If Southwest, in its sole discretion, determines that a Passenger cannot be safely accommodated in a single seat, and an additional adjacent seat is not available, Southwest will rebook the Customer on an alternate flight with available adjacent seats. In accordance with Section 6, Southwest may refuse to transport individuals who are unable or unwilling to comply with Southwest's seating requirements.

(6) Tickets Issued by an Authorized Ticket Agent Using a Global Distribution System (GDS).

(i) For Passengers holding a Ticket issued by an authorized ticket agent using a GDS, flight changes, Ticket exchanges and refunds must be processed via the Ticket's original booking source/agent in order to retain the forms of payment on the initial Ticket and keep the Ticket and funds associated with such Ticket accessible to the initial booking source/agent.

(ii) If a Customer or Passenger holding a Ticket issued by an authorized ticket agent using a GDS, exchanges, cancels, or surrenders such Ticket via a Southwest Airlines system or by a Southwest Airlines Agent, the funds associated with such Ticket henceforth become nonrefundable, subject to Section 9. Thereafter, upon surrender or cancellation of the unused Ticket, the fare paid for unused travel will be held as a Flight Credit or a Transferable Flight Credit™, depending on the fare purchased.

b. Ticket Acceptability

(1) Tickets Accepted. Southwest will accept only Southwest Airlines Tickets. Any Tickets issued in conjunction with travel on another airline will not be accepted unless required by federal government regulation or at Southwest's sole discretion.

(2) In the event that a Passenger does not comply with the terms and conditions in this *Contract of Carriage*, their Ticket shall be invalidated, and Southwest has the right to:
(i) Cancel any remaining portion of the Passenger's itinerary.
(ii) Refuse to allow the Passenger to board or check Baggage.
(iii) Confiscate the Ticket.

c. Refunds

(1) Refundable Tickets. The fare paid for unused travel by Customers who purchase fully refundable, fare segments, including taxes and government fees, may, for any reason and upon surrender or cancellation of the unused fare segments, be refunded in accordance with Section 4.c.(3). A Passenger may instead choose to hold the funds as a Flight Credit or Transferable Flight Credit™ (depending on the fare purchased).

(2) Changes, Exchanges, and No Show. Ticket changes and exchanges within the same reservation will result in the initial Ticket being applied as the form of payment for the new Ticket. Subject to Section 2.a.(2)(i), Southwest Airlines' unrestricted fares are fully refundable if canceled and then refunded instead of exchanging or changing your Ticket.

(3) Form of Refunds. Southwest Airlines shall make all refunds in U.S. dollars. See Section 8 for additional information for international travel. For those refunds requiring a request before any refund is due from Southwest Airlines, the Customer must make the request no later than one year from the date the Ticket was issued. When no portion of the transportation has been provided, the eligible refund will be issued in accordance with this Section in an amount equal to the fare (including taxes and government fees) paid. When a portion of the transportation has been provided, the eligible refund will be issued in accordance with this Section in an amount equal to the difference, if any, between the total fare paid and the fare applicable to the transportation provided. Subject to Section 9, refunds issued to the form of payment will occur as set forth below.

(i) For purchases using a credit card, Southwest Airlines will process the eligible refund for crediting to the credit card account used to purchase the Ticket, typically no later than seven business days from the date Southwest determines the refund is due.

(ii) For purchases in cash, Southwest Airlines will process the eligible refund as a check, typically no later than 20 calendar days from the date Southwest determines the refund is due.

(iii) For purchases using an exchanged Ticket, Flight Credit, or Transferable Flight Credit™, Southwest Airlines will issue a Flight Credit or a Transferable Flight Credit™ depending on the fare purchased.

(iv) For purchases using Rapid Rewards™ Points, Southwest Airlines will redeposit points associated with eligible unused transportation to the Rapid Rewards™ account holder's account; taxes and government fees associated with unused Rapid Rewards™ travel will be refunded at the direction of the Customer: (1) back to the original form of payment or (2) in the form of a Flight Credit or a Transferable Flight Credit™, depending on the fare purchased.

(v) For purchases using a Southwest® gift card, Southwest Airlines will issue a Transferable Flight Credit™ in the amount applied from the Southwest® gift card, regardless of the fare purchased.

(vi) For non-interline purchases that occurred outside of Southwest Airlines (for example, through a travel agent or with a universal air travel plan number), Southwest Airlines shall process the refund for crediting via the ticket issuer and may, for example, issue a credit to the subscriber against whose number the Ticket was charged.

(vii) For purchases using any other form of payment (such as a Southwest LUV Voucher), Southwest Airlines will, in its sole discretion, (1) issue a Flight Credit or a Transferable Flight Credit™, depending on the fare purchased, or (2) issue a refund back to the original form of payment (subject to any limitations on the original form of payment, such as an expiration date).

(viii) Transferable Flight Credit™. Unless otherwise stated by Southwest Airlines, at the direction of the Customer, the fare paid for unused Choice Preferred or Choice Extra fare segments, including taxes and government fees, may be held as a Transferable Flight Credit™. When a Ticket combines a Choice Preferred or Choice Extra fare segment with a Basic fare segment, if the Customer does not travel and the Customer cancels the Ticket at least ten minutes prior to the scheduled departure time, then the fare paid for unused travel, including taxes and government fees, may be held as a Transferable Flight Credit™. The Passenger named on the Ticket can (A) request a refund of the refundable segment associated with the Transferable Flight Credit™ in accordance with Section 4.c.(3), (B) use a Transferable Flight Credit™ for travel on Southwest Airlines, or (C) if such Passenger is a Rapid Rewards™ Member and their Rapid Rewards™ number is associated with the Transferable Flight Credit™ prior to transfer, transfer the Transferable Flight Credit™ to another Rapid Rewards™ Member. A Transferable Flight Credit™ may only be transferred once. Any Transferable Flight Credit™ resulting from a Ticket purchased via a corporate booking tool, a GDS, SWABIZ.com, or a Southwest Airlines mobile app or the Southwest Airlines mobile website using a valid corporate credential issued by Southwest Airlines may only be transferred between employees within the same organization. A refundable flight segment associated with a Transferable Flight Credit™ becomes nonrefundable following the transfer to another Passenger. Although transferable, a Transferable Flight Credit™ may not be sold or bartered by the Passenger, a Customer, or any designee. Transferable Flight Credits™ obtained through prohibited sale or barter transactions are void and will not be honored for travel.

(ix) Limitation of Liability. If, under a separate provision of the Contract of Carriage, Southwest Airlines refunds all or a portion of a refund payment to a person or entity other than the Passenger, Southwest shall not be liable to the Passenger for another refund or Flight Credit or Transferable Flight Credit™.

(x) When due, eligible refunds for unused ancillary fees or optional services will be processed in accordance with 4(c)(3)(i).

(4) Nonrefundable Tickets.

(i) General. As the term “nonrefundable” reflects, the fare paid for unused travel by Passengers who purchase restricted, nonrefundable Tickets (including taxes and government fees) are not eligible for form-of-payment refunds, except as provided in Section 9.

(ii) Flight Credit. Upon voluntary cancellation, the fare paid for unused Basic fare segments, including taxes and government fees, is returned as a Flight Credit unless it has been six months or more between the initial ticketing date and the date of cancellation. In that instance, the Passenger will forfeit all funds associated with the fare segment upon cancellation.

(iii) Transferable Flight Credit™. Upon voluntary cancellation, the fare paid for unused Choice fare segments, including taxes and government fees, is returned as a Transferable Flight Credit™. When a Ticket combines a Choice fare segment with a Basic fare segment, upon voluntary cancellation, the fare paid for unused travel, including taxes and government fees, is returned as a Transferable Flight Credit™. Any Transferable Flight Credit™ resulting from a Ticket purchased via a corporate booking tool, a GDS, SWABIZ.com, or a Southwest Airlines mobile app or the Southwest Airlines mobile website using a valid corporate credential issued by Southwest may only be transferred between employees within the same organization. Although transferable, a Transferable Flight Credit™ may not be sold or bartered by the Passenger, a Customer, or any designee. Transferable Flight Credits™ obtained through prohibited sale or barter transactions are void and will not be honored for travel.

(iv) Changes and Exchanges. Ticket changes and exchanges within the same reservation will result in the initial Ticket being applied as the form of payment for the new Ticket. The new Ticket may be more or less expensive or subject to different terms, conditions, or restrictions from the original Ticket. If the fare is lower, in Southwest's sole discretion, the difference will be refunded in accordance with Section 4(c)(3) or a Flight Credit or a Transferable Flight Credit™ depending on the fare purchased will be issued for the difference. No cash refund or credit card adjustments will be made for nonrefundable Tickets.

5. Check-in

a. Boarding Passes

(1) General. Boarding Passes may be obtained at Southwest.com, SWABIZ.com, Southwest Airlines mobile app, or at the airport from Southwest at:
(i) Kiosks (where available)
(ii) Skycap podiums (where available)
(iii) Ticket counters, or
(iv) Departure gate podiums. Southwest reserves the right, in its sole discretion, to restrict Boarding Pass distribution to the departure gate podium.

(2) Standby Travel. Boarding Passes for Standby Passengers must be retrieved by Standby Passengers for each scheduled stop at any intermediate or connecting points on the flight.

(3) Invalid Boarding Passes. A Boarding Pass that has been altered or improperly issued shall not be valid and will not be accepted by Southwest.

(4) Transferability of Boarding Passes. Boarding Passes are nontransferable unless explicitly stated on the Boarding Pass. Southwest is not liable to the holder of a Boarding Pass for use of such Boarding Pass when presented by a person other than the person to whom it was issued. If a Boarding Pass is used by a person other than the person to whom it was issued, Southwest shall not be liable for the loss, destruction, damage, or delay of such unauthorized person's Baggage or other personal property or the death or injury of such unauthorized person arising from or in connection with such unauthorized use.

b. Check-in Requirements

(1) General. Failure of a Passenger to check-in and obtain either a Boarding Pass or a security document at least 30 minutes before scheduled departure time may result in cancellation of the Passenger's reservation without notice at Southwest's sole discretion. Refer to Section 8 for information regarding check-in requirements for international travel.

(2) Ten-Minute Rule for Boarding. Failure of a Passenger with a Boarding Pass to be present and available for boarding in the flight's gate area at least ten (10) minutes before the scheduled departure time may result in cancellation of the Passenger's reservation without notice at Southwest's sole discretion. Refer to Section 8 for information regarding check-in requirements for international travel.

(3) Early Departure. Southwest Airlines reserves the right, in its sole discretion, to depart early when all Passengers who have met the check-in requirements as outlined in Section 5.b.(2) are onboard the aircraft. The scheduled departure and arrival times as published for the flight will not be changed or otherwise affected if Southwest Airlines departs early. It is the Passenger's responsibility to arrive at the departure airport with adequate time to allow for check-in requirements and security screening.

6. Acceptance of Passengers

By purchasing and accepting Carriage under this *Contract of Carriage,* the Passenger agrees to adhere to and comply with all the requirements of this Section 6. Carriage offered by Southwest under this *Contract of Carriage*, including International Travel described in Section 8, is subject to the Passenger's compliance with these obligations, and a Passenger's failure to comply shall constitute a material breach of this *Contract of Carriage.*

a. Refusal to Transport—General

Southwest may, in its sole discretion, refuse to transport, or may remove from an aircraft at any point, any Passenger in any of the circumstances listed below. The fare of any Passenger denied transportation or removed from Southwest Airlines aircraft en route under the provisions of this Section 6.a. will be refunded in accordance with Section 4.c.(3). The sole recourse of any Passenger refused transportation or removed en route under this Section 6.a. will be the recovery of the refund value of the unused portion of his or her Ticket. Under no circumstances shall Southwest be liable to any Passenger for any type of special, incidental, consequential, or other type of damages.

(1) Safety. Whenever such action is necessary, with or without notice, for reasons of aviation safety as determined unilaterally by Southwest, Southwest may cancel or delay a flight without any type of special, incidental, consequential, or other type of damages owed to the Passenger. Such reasons, in the unilateral judgment of Southwest, may include, without limitation, the lack of sufficient materials, staffing, or supplies for a flight to be operated.

(2) Force Majeure Event. Whenever advisable due to a Force Majeure Event.

(3) Government Request or Regulation. Whenever such action is necessary to comply with any Federal Aviation Regulation or other applicable government regulation or request, or to comply with any governmental request for emergency transportation in connection with the national defense.

(4) Incompatible Medical Requirements. Southwest will refuse to transport persons requiring the following medical equipment or services, which either are not authorized or cannot be accommodated on Southwest's aircraft: medical oxygen for use onboard the aircraft except FAA-approved and Southwest-accepted Portable Oxygen Concentrators (POCs), incubators, medical devices requiring electrical power from the aircraft, or travel on a stretcher.

(5) Comfort and Safety. Southwest may refuse to transport, or remove from the aircraft at any point, any Passenger in any of the circumstances listed below as may be necessary in the discretion of Southwest for the comfort or safety of such Passenger or other Passengers and Crew Members:
   (i) Persons who are barefoot and older than 5 years old, unless required due to a disability.
   (ii) Persons who are unable to occupy a seat with the seatbelt fastened.
   (iii) Persons who have an offensive odor, unless caused by a disability.

(iv) Any person who cannot be transported safely for any reason, whose carriage poses a safety risk (including poses a direct threat in accordance with 14 CFR Part 382), whose carriage would violate FAA or TSA requirements or applicable requirements of a government or when such transport may be inimical to safety under 49 U.S.C. § 44902.
(v) As set forth below, any person who acts inappropriately, violently, or poses any potential threat to any other person onboard the aircraft or of the public generally.

(6) Prisoners or Persons Under Electronic Monitoring. Southwest may refuse to transport Prisoners (persons charged with or convicted of a crime) under escort of law enforcement personnel; other persons in the custody of law enforcement personnel who are being transported while wearing manacles or other forms of restraint; persons brought into the airport in manacles or other forms of restraint; persons fitted with an electronic monitor that transmits data and may interfere with navigation; persons who have resisted escorts; or escorted persons who express to Southwest an objection to being transported on the flight.

b. Refusal to Transport—Unruly/Disruptive Passenger

Southwest may, in its sole discretion, refuse to transport, or may remove from an aircraft at any point, any Passenger in any of the circumstances described below. A Passenger who is so refused or removed is without further recourse to Southwest for any damages claimed by Passenger, including the refund value of any unused portion of their Ticket, and may be liable to Southwest for costs and damages as set forth in Section 6.b.(4).

(1) The Passenger, at all times, agrees to conduct themselves in a manner that is not disruptive, unruly, or in contravention of any federal law, applicable regulation, government directive or request, or the laws of any state which has jurisdiction over the aircraft.

Conduct is considered to be disruptive or unruly when a Passenger fails to adhere to orderly rules of conduct while embarking upon or being carried onboard Southwest Airlines aircraft or fails to follow the instructions of the Crew and thereby disturbs the good order and discipline onboard the aircraft or in the airport. (In this section, the term “Crew” shall mean flight crew, cabin crew, or any other employee of Southwest.) Disruptive or unruly conduct includes, but is not limited to, the following:
(i) Interfering in any way with or disrupting the operation of the aircraft or any of its components or parts;
(ii) Interfering in any way with or disrupting the Crew, including, but not limited to failing to cooperate or interfering with the Crew’s duties; verbal or physical assault of the Crew; refusing to follow instructions to board or leave the aircraft; or using portable electronic devices in contravention of instructions from the Crew;
(iii) Refusing to follow or obey the instructions of any member of the Crew (e.g., instructions to fasten a seat belt, a command to return to one’s seat, instructions not to smoke, or instructions to turn off a portable electronic device) or disrupting a safety announcement;
(iv) Verbal confrontation with Crew Members or other Passengers;
(v) Physical confrontation with Crew Members or other Passengers;

(vi) Refusing to permit the search of his or her person or property by Southwest, Crew, or an authorized government agency for explosives, hazardous materials, contraband, or concealed, deadly, or dangerous weapons or articles;
(vii) Refusing to produce a positive identification acceptable to Southwest upon request. For international travel, any Passenger refusing to obtain and complete all documentation required for entry into and exit from each country, as well as comply with the laws, requirements, or procedures of each country listed on such itinerary;
(viii) Making an intentional misrepresentation in response to a question or inquiry by Southwest or Crew, or otherwise attempting to commit, or committing, a fraudulent act against Southwest;
(ix) Making threats against the safety of the Crew, Passengers, and aircraft (includes all types of threats, whether directed against a person, [e.g., threat to injure someone], or intended to cause confusion and chaos, such as statements referring to a bomb threat, or simply any threatening behavior that could affect the safety of the Crew, Passengers, and aircraft);
(x) Boarding or attempting to board an aircraft when the Passenger has an infectious disease or infection that poses a direct threat (as defined in 14 CFR § 382.3) to the health or safety of Passengers and/or Crew that cannot be eliminated by a modification of policies, practices, or procedures, or by the provision of auxiliary aids or services;
(xi) Boarding or attempting to board an aircraft with a weapon (Southwest will carry Passengers who meet the qualifications and conditions established in 49 CFR § 1544.219);
(xii) Being or appearing to be intoxicated or under the influence of drugs or alcohol;
(xiii) Engaging in, or threatening, sexual abuse or harassment;
(xiv) Engaging in lewd, obscene, or patently offensive behavior, including wearing clothes that are lewd, obscene, or patently offensive;
(xv) Refusing to comply with instructions given by Southwest or Crew prohibiting the solicitation of items for sale or purchase, including airline Tickets, reduced-rate travel passes, or travel award certificates;
(xvi) Smoking or attempting to smoke onboard the aircraft; and
(xvii) Other types of riotous, disorderly, offensive, threatening, intimidating, violent, or belligerent behavior (e.g., screaming; annoying behavior; kicking and/or banging seat backs/tray tables; harassment related to race, color, gender, religion, national origin, disability, age, ethnicity, or sexual orientation).

(2) Southwest Action.

If Southwest determines in its sole discretion that a Passenger has failed or is failing to comply with any of the requirements of this section, Southwest may take any of the following actions that it considers necessary to prevent the continued disruptive or unruly conduct, protect aircraft Passengers and/or Crew, and/or protect the good order, safety, and discipline onboard the aircraft including:

- Physical restraint of that Passenger
- Diversion of the aircraft
- Removal of that Passenger from the aircraft and termination of carriage of that Passenger
- Refusal to carry that Passenger on ticketed and/or future flights
- Reporting of that Passenger to law enforcement authorities

(3) Exoneration of Liability.

(i) Southwest is not liable to a Passenger who fails to comply with any of the requirements of this section for any type of actual, special, incidental, or consequential damages arising out of any actions Southwest may undertake as described in Section 6.b.(2).

(ii) In any action for damages, however founded, if Southwest proves that the loss or damage was caused or contributed to by the disruptive or unruly conduct of the Passenger claiming compensation, Southwest shall be exonerated from liability to the extent the conduct caused or contributed to the damage.

(iii) When the loss or damage is claimed by a person other than that Passenger, Southwest, to the extent permitted by applicable law, shall likewise be exonerated from its liability to the extent it proves that the damage was caused or contributed to by the unruly or disruptive conduct of that Passenger.

(iv) In the case of damage occasioned by delay, Southwest shall not be liable if it proves that:
(a) The delay was caused by the disruptive or unruly conduct of that Passenger; or
(b) In the case of International Travel, Southwest and its agents took all measures that could reasonably be required to avoid the damage caused wholly or partly by that Passenger's unruly or disruptive conduct, or that it was impossible for it or them to take such measures.

(4) Southwest's Right of Recourse Against Disruptive/Unruly Passenger

(i) Passenger agrees that they shall be liable, upon demand by Southwest, for all of Southwest's costs and damages incurred as a result of that Passenger's disruptive or unruly conduct within the meaning of this section including, but not limited to the following:
- Repair or replacement of property, including Baggage, that was damaged or destroyed by the disruptive or unruly conduct of that Passenger or that resulted from efforts to subdue, restrain, or remove that disruptive or unruly Passenger;
- Any damage, including death or bodily injury, of any Passenger or Crew member caused or contributed to by the disruptive or unruly conduct of that Passenger;
- Compensation for delay to Passengers, Crew Members, and Southwest caused by the disruptive or unruly conduct of that Passenger; and
- The costs incurred by Southwest attributable to any diversion or delay or other interference with the operation of the aircraft due to the disruptive or unruly conduct of that Passenger, including landing and parking fees, fuel purchases, and payments for food and lodging made available to Passengers as a result of the diversion.

(ii) Southwest expressly preserves any other right of recourse or remedy it may have under applicable law against any Passenger engaged in disruptive or unruly conduct, including without limitation, all rights of contribution and indemnity.

c. Carriage of Children

(1) Accompanied Minor Children

(i) Children younger than 5 years old. Southwest will not accept for Carriage any child less than 5 years old unless accompanied by a Passenger at least 12 years old.

(ii) Children younger than 14 days old. Southwest will not accept for carriage any child younger than 14 days old, unless a written statement is provided by an attending physician approving such child for air travel.

(iii) Children younger than two years old. Southwest will not accept any child younger than two years old unless (1) seated on the lap of an accompanying adult 18 years old or older or (2) in a seat purchased for the child.

(iv) See Section 8 for additional requirements for the Carriage of Children for international travel.

(2) Unaccompanied Minor Children

(i) Children younger than 5 years old. Southwest will not accept for Carriage any child less than 5 years old unless accompanied by a Passenger at least 12 years old.

(ii) Children 5 through 11 years old. Unaccompanied children ages 5 through 11 years old will be required to use Southwest's unaccompanied minor service and will be accepted for Carriage by Southwest provided the child has a Ticket and the flight on which he or she travels does not require a change of aircraft or flight number. Unaccompanied children aged 5 through 11 years old may not travel standby. Any unaccompanied child aged 5 through 11 years old will not be accepted for Carriage if, because of operational disruptions, Southwest determines, in its sole discretion, that the flight on which the child holds a reservation is anticipated to terminate short of or bypass the child's destination. Southwest will not transport unaccompanied minor children on international itineraries. See Section 8 for additional information.

The parent or guardian who brings an unaccompanied minor child to the departure airport will be required to remain at the departure gate until the flight is airborne. Southwest must be furnished with documentation (a duplicate of which must be in the child's possession) that the child will be met by another parent or guardian upon deplaning at his or her destination. The parent or guardian meeting the child at his or her destination will be required to present a valid government-issued photo ID and sign a release form designated by Southwest.

(iii) Unaccompanied Minor Charge. In addition to the applicable fare, children for whom unaccompanied minor Carriage is required must pay the applicable unaccompanied minor charge. Following a request by the Customer, the unaccompanied minor charge may be refundable under the following circumstances:

- The reservation is canceled by the Customer.
- Southwest cancels the flight, and the Customer elects to not rebook.

- The child does not travel unaccompanied (i.e., the fee was paid, but an accompanying Passenger 12 years old or older ultimately travels with the child). An eligible refund will be issued in accordance with Section 4.c.3.

(iv) Southwest, in its sole discretion, may refuse to transport any person under the age of 18 on any itinerary that includes an overnight connection (with a layover occurring at any point during the hours of 12:00 a.m. and 5:00 a.m. local time) unless accompanied by a parent or companion at least 18 years old. Any unaccompanied child under the age of 18 may not be accepted for Carriage if Southwest determines, in its sole discretion, that the flight on which the child holds a reservation is anticipated to terminate short of or bypass the child's destination.

(3) Child Restraint Systems

(i) Only federally approved child restraint systems (CRSs) are permitted for use onboard Southwest Airlines aircraft.

d. Carriage of Passengers with Disabilities

(1) Southwest will transport Qualified Individuals with a Disability pursuant to the Air Carrier Access Act and the U.S. Department of Transportation regulations, 14 CFR Part 382, unless the Carriage of such individuals may impair the safety of the flight, pose a direct threat, or violate Federal Aviation Regulations; however, this should not be construed as imposing a contractual obligation of any kind on Southwest. Customers and Passengers do not have a private right of action to enforce the ACAA or any other federal law or regulation relating to individuals with a disability. Pursuant to 14 CFR § 382.113, Southwest will not provide certain extensive inflight special services such as assistance in eating, assistance with elimination functions in the lavatory or at the Passenger's seat, or provision of medical services. Southwest may require, at its sole discretion, pursuant to 14 CFR § 382.29, that a Qualified Individual with a Disability be accompanied by a safety assistant as a condition of being provided air transportation in the following circumstances:
(i) When the Passenger is unable to comprehend or respond appropriately to safety instructions from Southwest, including the safety briefing required by 14 CFR § 121.571(a)(3) and (a)(4) because of a mental disability;
(ii) When the Passenger has a mobility impairment so severe that the Passenger is unable to physically assist in his or her own emergency evacuation of the aircraft; or
(iii) When the Passenger has both severe hearing and severe vision impairments that prevent the Passenger from establishing a means of communication with Southwest in order to permit transmission of the safety briefing required by 14 CFR § 121.571 (a)(3) and (a)(4).

(2) Assistive Devices. Mobility and other assistive devices used by a Qualified Individual with a Disability may be carried in the aircraft cabin in addition to the carryon Baggage allowance. If necessary due to the Passenger's disability, Southwest will provide assistance in loading, stowing, and retrieving carryon items, including assistive devices. If the assistive device cannot be carried in the Passenger cabin pursuant to FAA regulations, the assistive device will be checked and carried free of charge. No oversize or excess weight charges will be assessed for the assistive device. Assistive devices not for the personal use of the Passenger will be accepted subject to a Limited Release of Liability and may be subject to charges.

(3) Limitation of Liability. Southwest's liability with respect to damage to or loss of mobility and other assistive devices shall not exceed the documented original purchase price of the assistive device pursuant to 14 CFR § 382.131. Southwest will also compensate the Passenger for other reasonable expenses incurred as a direct result of the loss of, damage to, or delayed delivery of the mobility or assistive device.

(4) Trained Service Animals

(i) Per 14 CFR § 382.72 to § 382.80, Southwest permits fully Trained Service Animals used by a Qualified Individual with a Disability, as that term is defined in this *Contract of Carriage*, to accompany the Passenger onboard the aircraft at no charge. See Section 8 for additional information for international travel. Southwest does not agree to admit any animal onboard the aircraft where such animal carriage is not required by the federal Air Carrier Access Act or applicable rules and regulations of the U.S. Department of Transportation.

(ii) Per 14 CFR § 382.73, to determine if an animal is a Trained Service Animal that must be accepted for transport, Southwest may ask appropriate questions of the Qualified Individual with a Disability or may observe the behavior of the animal. To travel with a Trained Service Animal, a Qualified Individual with a Disability must provide a completed U.S. Department of Transportation *Service Animal Air Transportation Form*.

(iii) Per 14 CFR § 382.79, Southwest may refuse to transport a Trained Service Animal if:
(a) The animal poses a direct threat to the health or safety of others;
(b) The animal causes a significant disruption in the cabin or at an airport gate area, or its behavior on the aircraft or at an airport gate area indicates that it has not been trained to behave properly in public (e.g., running freely, barking, or growling repeatedly at other persons on the aircraft, biting or jumping on people, or urinating or defecating in the cabin or gate area); or
(c) The animal's carriage would violate applicable safety or health requirements of any U.S. federal agency, U.S. territory, or foreign government.

(iv) For large Trained Service Animals, which do not fit in the Passenger's lap or foot space, Southwest will be guided by the procedures set forth in 14 CFR § 382.77.

(v) The Trained Service Animal must be harnessed, leashed, or otherwise tethered at all times by the Trained Service Animal user or handler while in the airport and on the aircraft.

(vi) Southwest will accept a maximum of two (2) Trained Service Animals per Qualified Individual with a Disability.

(vii) A Trained Service Animal accompanied by a trainer will be permitted to travel aboard Southwest Airlines aircraft only if the animal is being delivered to the domicile of a Qualified Individual with a Disability who either owns or, upon delivery, will take immediate ownership of the animal for that individual's personal use. No charge will be assessed for Carriage of a Trained Service Animal being delivered to the domicile of the animal's owner under such circumstances.

(viii) Southwest only accepts service animals in training from Canine Companions for Independence (CCI). CCI dogs are transported at no charge and are exempt from the requirements for pets. The following guidelines apply to the transport of CCI dogs:

- CCI ID or letter must be presented.
- Current vaccination record on CCI or veterinarian letterhead must be presented.
- Young or small puppies may need to be transported in carriers.
- Trainers and dogs preboard after Passengers with disabilities.
- Cabin seating restrictions apply (e.g., no exit row, must not block egress).

(ix) The local laws and regulations at a Qualified Individual with a Disability's final or intermediate destination(s) may apply to the Passenger and impose further requirements or restrictions. Qualified Individuals with a Disability assume full responsibility for compliance with all governmental laws and regulations, including but not limited to, health certificates, permits, and vaccinations required by the country, state, or territory from and/or to which the Trained Service Animal is being transported. Southwest is not liable for any assistance or information provided by Southwest to any Qualified Individual with a Disability relating to compliance with such laws and regulations. Subject to applicable laws and regulations, a Qualified Individual with a Disability is solely responsible for any expenses incurred or any consequences resulting from his or her failure to comply with applicable laws and regulations. Southwest expressly reserves the right to seek reimbursement from a Qualified Individual with a Disability for any loss, damage, or expense suffered or incurred by Southwest resulting from such Qualified Individual with a Disability's failure to comply with applicable laws and regulations.

e. Pets

(1) Pets Allowed in the Cabin. Southwest may accept small vaccinated domestic cats and dogs at least eight (8) weeks old, contained in a pet carrier, and traveling with a Passenger. One (1) pet carrier may be allowed per Passenger. The pet carrier may contain up to two (2) animals of the same species. Unaccompanied Minors may not travel with a pet. Southwest reserves the right to limit the number of pet carriers per flight to six (6), and pets will be accepted on a first-come, first-served basis.

(2) Pet Carriers. All pets in the cabin must be carried in an appropriate pet carrier and remain in the carrier at all times (including head and tail) while in the gate area, during boarding/deplaning, and while onboard the aircraft. The pet carriers must be leak-proof and well ventilated, and the pet(s) must be able to stand up and move around the carrier with ease. The pet carrier must be of a size small enough to fit under the seat in front of the Passenger and must remain stowed under the seat in front of the Passenger during the entire duration of the flight. Passengers traveling with a pet may not occupy an exit row seat or a seat with no forward under seat stowage.

(3) Pet Fares. All occupied pet carriers are subject to the applicable pet fare. Pet reservations can only be booked by calling Southwest. The pet fare must be collected at the airport ticket counter. A Passenger traveling with a pet must check the pet in at the airport ticket counter and pay the pet fare before proceeding to the departure gate. The Passenger or Customer is eligible for a refund of the pet fare if the reservation is canceled.

(4) Pets Incompatible with Air Travel. Southwest retains the right, at its sole discretion, to refuse to transport any pet that exhibits aggressive behavior or any other characteristics that appear to Southwest to be incompatible with air travel at the airport, in the boarding gate area, or onboard the aircraft. The pet(s) must be healthy, harmless, inoffensive, odorless, and require no attention during the flight. If the pet becomes ill during the flight, oxygen or other first aid procedures will not be administered. In the event of an emergency, an oxygen mask will not be available for the pet. Southwest assumes no liability for the heath or wellbeing of carryon pets.

(5) No Pets Carried in Cargo Compartment. Southwest will not transport pets in the aircraft cargo compartments.

(6) No Pets will be accepted on international itineraries. See Section 8 for additional information.

(7) In accordance with Section 4.a.(4) purchase of an additional seat may be required, at the discretion of Southwest, to accommodate the pet of a Passenger with unique seating needs.

(8) No pets are accepted on itineraries between the continental United States and Hawaii.

f. Law Enforcement and Search and Rescue Dogs

(1) Law Enforcement and Search and Rescue Dogs Allowed in the Cabin. Southwest accepts fully-trained law enforcement service dogs trained in explosives or drug detection (or other specific functions) and search and rescue dogs for transportation, without charge, when accompanied by their respective handlers on official business. See Section 8 for additional information for international travel.

(2) Documentation. Each Passenger traveling with a law enforcement or search and rescue dog must present a letter of mission and a copy of the animal's certification.

(3) Law enforcement and search and rescue animals in training will not be accepted by Southwest for transport.

(4) Law Enforcement and Search and Rescue Dogs Incompatible with Air Travel. Southwest retains the right, at its sole discretion, to refuse to transport any dog that exhibits aggressive behavior or any other characteristics that appear to Southwest to be incompatible with air travel at the airport, in the boarding gate area, or onboard the aircraft.

(5) No Law Enforcement or Search and Rescue Dogs Carried in Cargo Compartment. Southwest will not transport law enforcement or search and rescue dogs in the aircraft cargo compartments.

g. Military Working Dogs

(1) Military Working Dogs Allowed in the Cabin. Military working dogs can travel on Southwest as part of a military working dog team. A military working dog team includes a trained military handler and a trained canine.

(2) Reservations. The trained military handler should utilize the online Defense Travel System (DTS) to schedule military working dog team travel and generate orders. Trained military handlers making the reservation or an assisting kennel master/supervisor should follow up directly with Southwest Customer Service to confirm the reservation and verify the traveling military working dog's information, including the military working dog's name and tattoo number. The trained military handler can contact Southwest Customer Service directly or ask their commercial travel office (CTO) or travel management company (TMC) to contact Southwest Customer Service via the Government Hotline 877-633-4425 to verify the reservation. Southwest can only support a CTO or TMC representative when using the Government Hotline. A second seat for the military working dog may be purchased, but the military working dog will not be allowed to occupy the seat.

(3) Documentation. At check-in, the trained military handler must provide their Department of Defense (DOD) I.D. and a copy (paper or electronic) of their DD Form 1610 (Request and Authorization for Temporary Duty Travel of DOD Personnel) or Permanent Change of Station (PCS Order), which will include the military working dog's name and tattoo number. A Temporary Duty (TDY) or PCS Order, DOD I.D., and government reservation together serve as indicators of official travel for the trained military handler. The trained miliary handler is responsible for having appropriate health certifications and supporting documentation required for MWDT travel. The trained military handler is responsible for complying with any additional restrictions associated with itineraries between the continental United States and Hawaii.

(4) Military Working Dogs Incompatible with Air Travel. Southwest retains the right, at its sole discretion, to refuse to transport any dog that exhibits aggressive behavior or any other characteristics that appear to Southwest to be incompatible with air travel at the airport, in the boarding gate area, or onboard the aircraft.

(5) No Military Working Dogs Carried in Cargo Compartment. Southwest will not transport military working dogs in the aircraft cargo compartments.

7. Baggage

a. Carryon and Checked Baggage Allowance

(1) General. Ticketed Passengers may carry on and check baggage subject to this Section. Fees for checked baggage apply with some exceptions. Additional fees apply to overweight or oversized bags and some special items. Southwest's baggage policies and fees can be found at Southwest.com and are incorporated by reference as if set forth in the *Contract of Carriage*. These policies restrict the quantity, size, and weight of baggage, and they govern the carriage of hazardous and dangerous goods and special items (such as sporting equipment, assistive devices, musical instruments, and fragile and perishable items).

b. Acceptance of Carryon Baggage

(1) Southwest, in its sole discretion, will determine whether or not any Baggage, because of its weight, size, contents, or character, may be carried in the passenger cabin of the aircraft. All carryon Baggage must be stowed underneath a seat or in an overhead bin.

(2) Responsibility of Passenger. Carryon Baggage is the sole responsibility of the Passenger.

(3) Southwest, at its sole discretion, will not transport items of carryon Baggage that it determines may be harmful or dangerous to a Passenger(s), the flight crew, or the aircraft.

c. Acceptance of Checked Baggage

(1) General. Southwest, in its sole discretion, will determine whether or not any Baggage, because of its weight, size, contents, or character, may be carried as Checked Baggage. Southwest, in its sole discretion, may accept personal property of the Passenger as Baggage subject to the following conditions:

(i) Southwest will only accept Baggage for transportation on a flight on which the Passenger is transported.

(ii) Southwest will only accept Baggage for transportation if it and its contents can withstand ordinary handling, and if its weight, size, and character render it suitable for transportation on the particular aircraft on which it is to be carried, unless the Passenger agrees to assume the risk of checking the Baggage and Southwest accepts the Baggage subject to a Limited Release of Liability, as outlined in Section 7.g.

(iii) Each piece of Baggage tendered to Southwest must have a current identification tag or label with the Passenger's name, address, and telephone number.

(iv) With the exception of musical instruments, sports equipment, or wheelchairs, mobility aids, and other assistive devices used by a Qualified Individual with a Disability, Southwest will not accept as Baggage any item having outside measurements (i.e., the sum of the greatest outside length plus height plus width) that exceed eighty (80) inches or that weigh more than one hundred (100) pounds. Southwest will not accept as Baggage any musical instrument if the sum of the length, height, and width of the outside linear dimensions of the instrument (including case or covering) exceeds one hundred fifty (150) inches, or the weight of the musical instrument exceeds one hundred sixty-five (165) pounds (including case or covering). Southwest will not accept as Baggage any assistive device with a weight that exceeds five hundred (500) pounds. Southwest will not accept as Baggage any assistive device with a height that exceeds 34 inches or a width or depth that exceeds 45 inches.

(v) Southwest will not accept Baggage to an intermediate stop or connection point on the Passenger's Ticket or to a point beyond the Passenger's final ticketed destination.

(vi) Southwest will not accept Baggage that, because of its nature, contents, or characteristics (e.g., sharp objects, paint, corrosives, or other prohibited hazardous materials), might cause injury to Passengers or Southwest, damage to aircraft or other equipment, or damage to other Baggage.

(vii) Southwest will not accept Baggage that it determines cannot safely be carried in the Baggage compartment of the aircraft for any reason.

(viii) In total, a Ticketed Passenger (including military Passengers) may not check more than twenty (20) pieces of Baggage per flight.

d. Surveillance and Inspection of Baggage

(1) All Baggage tendered to Southwest for transportation is subject to surveillance and inspection by electronic and/or physical means with or without the Passenger's consent or knowledge by Southwest and/or authorized government agencies.

e. Checking of Baggage.

Southwest provides no guarantee or assurance that Baggage will arrive on the same flight as the Passenger.

(1) Southwest will not accept or hold Baggage from a Passenger on day of travel at Southwest's airport ticket counter or curbside check-in locations (where available) if tendered to Southwest earlier than four (4) hours in advance of flight departure time.

(2) Where available, Baggage may be accepted at an earlier time at authorized offsite Baggage check-in facilities.

(3) Baggage for domestic flights must be checked at Southwest's airport ticket counter or curbside check-in locations (where available) at least forty-five (45) minutes prior to the flight's scheduled departure time (or at least ninety (90) minutes for flights departing from St. Thomas). Passengers who present baggage to be checked after the minimum check-in time may be refused transport.

(4) Check-In Time Limits. Southwest has the right to cancel reservations (whether or not confirmed), deny boarding, and/or refuse the acceptance of Baggage of any Passenger who fails to present himself or herself within the applicable check-in or loading gate time limits for Passengers and/or Baggage.

(5) Baggage for international flights must be checked at Southwest's airport ticket counter at least sixty (60) minutes (or at least seventy-five (75) minutes for flights departing from Aruba) prior to scheduled departure. Passengers cannot voluntarily separate from luggage on international flights.

f. Unsuitable Baggage Subject to limited release of liability

Southwest may, at its sole discretion, but is not obligated to, accept Baggage unsuitable for Carriage as Checked Baggage, subject to a Limited Release of Liability, as provided below:
(1) Voluntary separation for which Southwest is not liable for delay;
(2) Fragile and unsuitably packed items for which Southwest is not liable for damage and loss of contents;
(3) Previously damaged items for which Southwest is not liable for damage and loss of contents;
(4) Inadequately packaged or over-packed items for which Southwest is not liable for damage and loss of contents;
(5) Perishable items for which Southwest is not liable for spoilage, damage, or delay;
(6) Soft-sided cases or unprotected/unpacked items, for which Southwest is not liable for damage and loss of contents;
(7) High-Value Items described in paragraph (g)(2) of this Section, for which Southwest assumes no responsibility for loss, damage, or delay;
(8) Late-tendered Baggage (checked in 45 minutes or less prior to a flight's scheduled departure time) for which Southwest is not liable for delay; and
(9) Items where specific requirements under this Section are not met, for which Southwest is not liable for loss, damage, or delay.

The Passenger's tender of unsuitable baggage for check-in constitutes the Passenger's agreement to the Limited Release of Liability specified in this paragraph. Southwest, in its sole discretion, may require the Passenger to sign a Limited Release of Liability form, but it is not necessary.

g. Limitations of Liability

(1) General. The liability, if any, of Southwest for loss of, damage to, or delay in the delivery of Checked or carryon Baggage and/or its contents, with the exception of wheelchairs, mobility aids, and assistive devices used by a Qualified Individual with a Disability, is limited to the proven amount of damage or loss, but in no event shall be greater than Four Thousand Seven Hundred and 00/100 dollars ($4700.00) per fare paying Passenger pursuant to 14 CFR § 254.4 unless the Passenger at time of check-in has declared the value of the baggage to be in excess of Four Thousand Seven Hundred and 00/100 dollars ($4700.00) ("excess valuation") and has paid an additional charge of One and 00/100 dollar ($1.00) for each One Hundred and 00/100 dollars ($100.00) of excess valuation. See Paragraph (2) below for excess valuation limitations and Section 8 for information regarding international travel.

(i) Southwest will compensate the Passenger for reasonable, documented damages incurred as a direct result of the loss of, damage to, or substantially delayed delivery of such Baggage up to the limit of liability, provided the Passenger has exercised reasonable efforts and good judgment to minimize the amount of damage. Actual value for reimbursement of lost or damaged property shall be determined by the documented original purchase price less depreciation for prior usage.

(ii) Provided the Passenger has notified Southwest of the loss or delay and received a Baggage report number, Southwest will refund the excess, oversize, and/or overweight charge paid if baggage is lost or delayed by twelve (12) or more hours following the arrival of the flight on which the baggage was expected to travel.

(iii) Southwest does not assume liability for claims of missing or damaged articles if a Passenger's Checked Baggage is not damaged, delayed, or lost.

(iv) For a Passenger who is traveling standby on a Southwest reduced-rate pass of any kind (e.g., employee travel, companion pass, guest pass, dependent pass, or other airline industry employee travel), Southwest's liability for loss of, damage to, or delay in the delivery of Checked Baggage or carryon Baggage and/or its contents is governed and limited by the policies, agreements, and terms and conditions applicable to such travel.

(2) Excess Valuation.

The declared excess valuation for baggage shall not exceed One Thousand Two Hundred Fifty and 00/100 dollars ($1,250.00) above the Four Thousand Seven Hundred and 00/100 dollars ($4700.00) limitation of Southwest's liability established by this *Contract of Carriage*, for a total maximum declared valuation of Five Thousand Nine Hundred Fifty and 00/100 dollars ($5950.00). Excess valuation coverage is not available for money; jewelry; photographic, video and optical equipment; computers and other electronic equipment; computer software; silverware and china; fragile or perishable items; liquids; precious gems and metals; negotiable instruments; securities; business or personal documents; samples; items intended for sale; paintings, artifacts, and other works of art; antiques; collectors' items; unique or irreplaceable items; heirlooms; research, experimental, and scholastic items and documents; manuscripts; furs; irreplaceable books or publications; and similar valuables.

(i) When excess value is declared, the Passenger's Baggage and its contents may be inspected by Southwest. Such Baggage must be checked, and excess valuation coverage will apply only to the point to which it is checked by Southwest and claimed by the Passenger.

(3) Baggage Delivery.

(i) General. Southwest will pay delayed Checked Baggage delivery charges only so long as such Baggage was tendered to Southwest by the Passenger at least forty-five (45) minutes prior to the scheduled departure time of the Passenger's first flight. If Southwest accepts Baggage tendered to Southwest less than forty-five (45) minutes prior to the scheduled departure of the Passenger's first flight, Southwest cannot guarantee that the Baggage will be transported on the Passenger's flight(s), and Southwest will not assume responsibility for delivery charges if such Baggage arrives at the Passenger's destination on a subsequent flight. See Section 8 for conditions applicable to international travel.

(4) Personal Property Carried Onboard Aircraft. Except as otherwise provided in Section 8, Southwest assumes no responsibility and will not be liable for loss of or damage to personal property carried onboard an aircraft by a Passenger.

(5) High-Value Items Unsuitable for Carryon or Checked Baggage. Southwest assumes no responsibility for and will not be liable for money; jewelry; photographic, video, and optical equipment; computers and other electronic equipment; computer software; silverware and china; fragile or perishable items; liquids; precious gems and metals; negotiable instruments; securities; business or personal documents; samples; items intended for sale; paintings, artifacts, and other works of art; antiques; collectors' items; unique or irreplaceable items; heirlooms; research, experimental, and scholastic items and documents; manuscripts; furs; irreplaceable books or publications; and similar valuables contained in carryon Baggage or Checked Baggage. For the Passenger's protection, these items should not be transported in or as Checked Baggage. See Section 8 for information about coverage for international travel.

(6) Normal Wear and Defects. Southwest assumes no responsibility and will not be liable for loss or damage arising from normal wear and tear, such as cuts, scratches, scuffs, stains, dents, punctures, marks, and dirt. Furthermore, Southwest assumes no liability for defects in Baggage manufacture.

(7) Previously Damaged Items. Southwest assumes no responsibility and will not be liable for further damage to previously damaged items. Southwest may, but is not obligated to, accept previously damaged items subject to a Limited Release of Liability, as outlined in Section 7.f.

(8) Claims. In the case of loss of, damage to, or substantial delay in delivery of Checked Baggage, Southwest will not consider a claim unless the following steps are completed by the Passenger:

(i) In the case of loss of or substantial delay in delivery, the Passenger must notify Southwest of the claim and receive a Baggage report number not later than four (4) hours after either:
(a) Arrival of the flight on which the loss or delay is alleged to have occurred, or;
(b) Receipt of the Baggage, whichever is applicable to the claim; and

(ii) In the case of damage, the Passenger must notify Southwest of the claim in person at the airport and receive a Baggage report number not later than 24 hours after either:
(a) Arrival of the flight on which the damage is alleged to have occurred, or;
(b) Receipt of the Baggage, whichever is applicable to the claim.

(iii) In the case of lost Baggage, the Passenger must also submit a completed Property Loss Claim form to Southwest. The form will either be mailed to the address on file or sent electronically through the Baggage Claim Web Portal to the Passenger upon receipt of written notice of the claim as stated in Section 7.g.(8)(ii). The form must be completed and either postmarked (for paper claim forms) or submitted via our Baggage Claim Web Portal (for online claim forms) within thirty (30) days of date of issue by Southwest.

8. International Travel

a. Application of Montreal or Warsaw Convention

(1) For the purposes of international carriage governed by the Montreal Convention or the Warsaw Convention, whichever may apply, the liability rules set out in the applicable Convention as implemented by this Section are fully incorporated by reference in this *Contract of Carriage* and shall supersede any other provisions of this contract which may be inconsistent with those rules.

Advice to International Passengers on Limitations of Liability

Passengers embarking upon a journey involving an ultimate destination or a stop in a country other than the country of departure are advised that the provisions of an international treaty (the Warsaw Convention, the 1999 Montreal Convention, or other treaty), as well as a carrier's own contract of carriage or tariff provisions, may be applicable to their entire journey, including any portion entirely within the countries of departure and destination. The applicable treaty governs and may limit the liability of carriers to passengers for death or personal injury, destruction or loss of, or damage to, baggage, and for delay of passengers and baggage.

Additional protection can usually be obtained by purchasing insurance from a private company. Such insurance is not affected by any limitation of the carrier's liability under an international treaty. For further information please consult your airline or insurance company representative.

b. Death or Injury of Passengers

(1) Southwest shall be liable under Article 17 of the Montreal Convention or Warsaw Convention, whichever may apply, for recoverable compensatory damages sustained in the case of death or bodily injury of a Passenger, as provided in the following paragraphs:

(i) Southwest shall not be able to exclude or limit its liability for damages not exceeding One Hundred Fifty-One Thousand Eight Hundred Eighty (151,880) Special Drawing Rights for each Passenger.

(ii) Southwest shall not be liable for damages to the extent that they exceed One Hundred Fifty-One Thousand Eight Hundred Eighty (151,880) Special Drawing Rights for each Passenger if Southwest proves that:
(a) Such damage was not due to the negligence or other wrongful act or omission of Southwest or its agents; or
(b) Such damage was solely due to the negligence or other wrongful act or omission of a third party.

(iii) Southwest reserves all other defenses and limitations available under the Montreal Convention or Warsaw Convention, whichever may apply to such claims, including, but not limited to, the exoneration defense of Article 20 of the Montreal Convention and Article 21 of the Warsaw Convention, except that Southwest shall not invoke Articles 20 and 22(1) of the Warsaw Convention in a manner inconsistent with paragraphs (i) and (ii) hereof.

(iv) With respect to third parties, Southwest reserves all rights of recourse against any other person, including, without limitation, rights of contribution and indemnity.

(v) Southwest agrees that subject to applicable law, recoverable compensatory damages for such claims may be determined by reference to the laws of the country of the domicile or country of permanent residence of the Passenger.

(2) In cases of bodily injury or death, Southwest shall make an advance payment where Southwest determines it is necessary to meet the immediate economic needs of, and hardship suffered by, a Passenger as provided in the following paragraphs:

(i) Unless a dispute arises over the identity of the person to whom an advance payment shall be made, Southwest shall, without delay, make the advance payment to the Passenger in an amount or amounts determined by Southwest in its sole discretion. In the event of death of a Passenger, the amount of the advance payment shall not be less than Sixteen Thousand (16,000) Special Drawing Rights, which shall be paid to a representative of the Passenger's next of kin eligible to receive such advance payment as determined by Southwest in its sole discretion.

(ii) Southwest shall make the advance payment as an advance against Southwest's liability under the Montreal Convention or the Warsaw Convention, whichever may apply. An advance payment shall not constitute recognition of liability. An advance payment shall be offset against, or deducted from the payment of, any settlement or judgment with respect to any claim for compensation on behalf of the Passenger.

(iii) Southwest, in making an advance payment, does not waive any rights, defenses, or limitations available under the Montreal Convention or the Warsaw Convention, whichever may apply, to any claim, nor shall acceptance of an advance payment constitute a release of any claim, whatsoever, by any person.

(iv) Southwest, in making an advance payment, preserves its right to seek contribution or indemnity from any other person for such payment, which shall not be deemed to be a voluntary contribution or contractual payment on the part of Southwest.

(v) Southwest may recover an advance payment from any person where it is proven that Southwest is not liable for any damage sustained by the Passenger, or where it is proven that the person was not entitled to receive the payment, or where and to the extent that it is proven that the person who received the advance payment caused, or contributed to, the damage.

c. Delay of Passengers

(1) Southwest shall be liable for damage occasioned by delay in the carriage of Passengers by air, as provided in the following paragraphs or pursuant to local law for flights departing from an international location:

(i) Southwest shall not be liable if it proves that it and its agents took all measures that could reasonably be required to avoid the damage, or that it was impossible for it or them to take such measures.

(ii) Airport, Air Traffic Control, security, and other facilities or personnel, whether public or private, not under the control and direction of Southwest are not agents of Southwest, and Southwest is not liable to the extent the delay is caused by these kinds of facilities or personnel.

(iii) Damages occasioned by delay are subject to the terms, limitations and defenses set forth in the Montreal Convention and the Warsaw Convention, whichever may apply. They include foreseeable compensatory damages sustained by a Passenger and do not include mental injury damages.

(iv) Southwest reserves all defenses and limitations available under the Montreal Convention or the Warsaw Convention, whichever may apply to claims for damage occasioned by delay, including, but not limited to, the exoneration defense of Article 20 of the Montreal Convention and Article 21 of the Warsaw Convention. Under the Montreal Convention, the liability of Southwest for damage caused by delay is limited to Six Thousand Three Hundred Three (6,303) Special Drawing Rights per Passenger. The limits of liability shall not apply in cases described in Article 22 (5) of the Montreal Convention or Article 25 of the Warsaw Convention, whichever may apply.

d. Destruction, Loss, or Delay of Baggage

(1) Southwest is liable for damages sustained in the case of destruction or loss of, damage to, or delay of Checked Baggage and unchecked Baggage, as provided in the following paragraphs:

(i) Except as provided below, the liability of Southwest is limited to One Thousand Five Hundred Nineteen (1,519) Special Drawing Rights for each Passenger in the case of destruction, loss, damage, or delay of Baggage, whether checked or unchecked, under the Montreal Convention or the Warsaw Convention, whichever may apply. Unless the Passenger proves otherwise:

(a) All Baggage checked by a Passenger shall be considered to be the property of that Passenger;

(b) A particular piece of Baggage, checked or unchecked, shall not be considered to be the property of more than one (1) Passenger;

(c) Unchecked Baggage, including personal items, shall be considered to be the property of the Passenger in possession of the Baggage at the time of embarkation.

(ii) Provided the Passenger has notified Southwest of the loss or delay and received a Baggage report number, Southwest will refund the excess, oversize, and/or overweight charge paid if baggage is lost or delayed by fifteen (15) or more hours following the arrival of the flight on which the baggage was expected to travel.

(iii) If a Passenger makes, at the time Checked Baggage is handed to Southwest, a special declaration of interest and has paid a supplementary sum, if applicable, Southwest will be liable for destruction, loss, damage, or delay of such Checked Baggage in an amount not exceeding the declared amount, unless Southwest proves that the declared amount is greater than the Passenger's actual interest in delivery at destination. The declared amount, and Southwest's liability, shall not exceed the total amount of declaration permissible under Southwest's regulations, inclusive of the limitation of paragraph (1)(i) hereof. In the case of transportation under the Warsaw Convention, no supplementary sum shall apply unless the declared amount exceeds Twenty-Six (26) Special Drawing Rights per kilogram of the total recorded weight of the checked Baggage at the time the Baggage is handed to Southwest.

(iv) In the case of unchecked Baggage, Southwest is liable only to the extent the damage resulted from its fault, or that of its agents.

(v) Southwest is not liable for destruction, loss, damage, or delay of baggage not in the charge of Southwest, including Baggage undergoing security inspections or measures not under the control and direction of Southwest.

(vi) Southwest reserves all defenses and limitations available under the Montreal Convention and the Warsaw Convention, whichever may apply, to such claims including, but not limited to, the defense of Article 20 of the Warsaw Convention and Article 19 of the Montreal Convention, and the exoneration defense of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention, except that Southwest shall not invoke Article 22(2) and (3) of the Warsaw Convention in a manner inconsistent with paragraph (i) hereof. The limits of liability shall not apply in cases described in Article 25 of the Warsaw Convention or Article 22(5) of the Montreal Convention, whichever may apply.

e. Time Limitations on Claims and Actions

(1) Under the Montreal Convention and the Warsaw Convention, whichever may apply, an action for damages must be brought within two (2) years, and a complaint must be made to Southwest no later than seven (7) calendar days in the case of damage to baggage, and twenty-one (21) calendar days in the case of delay thereof. In the case of damage to baggage, the Passenger must notify Southwest of the damage in person at the airport.

f. International Travel Documents

(1) Each Passenger traveling on an international itinerary is solely responsible for obtaining and completing all documentation required for entry into and exit from each country, as well as for complying with the laws, requirements or procedures of each country listed on such itinerary. Southwest is not liable for any assistance or information provided by any employee or agent of Southwest to any Passenger relating to such documents or compliance with such laws.

(2) Parents/guardians of persons under 18 years old are responsible for compliance with all requirements and procedures for persons under 18 years old traveling internationally, which may include, but may not be limited to, documentary evidence, such as a notarized letter of relationship and permission for the child's travel from the birth parent(s) or legal guardian(s) not present.

(3) Southwest reserves the right, in its sole discretion, to deny boarding to any Passenger whose documentation is deemed by either Southwest or a governmental agency to be insufficient for travel or who otherwise does not comply with laws, requirements, or procedures of the specific country the Passenger is traveling to, departing from, transiting through, or returning to.

(4) Subject to applicable laws and regulations, the Passenger is solely responsible for any expenses incurred or any consequences resulting from his or her failure to obtain, complete, or present sufficient documentation for entry into and exit from each country, as well as for complying with the applicable laws and regulations. Southwest expressly reserves the right to seek reimbursement from the Passenger for any loss, damage, or expense suffered or incurred by Southwest resulting from Passenger's failure to obtain, complete, or present sufficient documentation for entry into and exit from each country, as well as for complying with the applicable laws and regulations.

g. Foreign Currency

(1) To the extent permitted by local law, Passenger agrees to contract exclusively in U.S. dollars.

(2) All refunds will be subject to government laws, rules, regulations, or orders of the country in which the Ticket was originally purchased and of the country in which the refund is being made.

(3) Refunds will be made in the currency in which the fare was paid, or, at Southwest's election where legally permissible, in U.S. dollars in the amount equivalent to the amount due in the currency in which the fare or fares for the flight covered by the Ticket as originally issued was collected.

h. Partial Tax Refunds in Limited Circumstances

(1) For administrative purposes, Southwest may collect certain taxes, fees, and charges imposed by a governmental entity without regard to whether the Passenger is exempt from the tax, fee, or charge by applicable law. Additional information regarding such taxes, fees, and charges (including the potential availability if any of a refund) may be found on Southwest.com.

i. Check-in Times for International Flights

(1) Minimum check-in time for Passengers (with or without Checked Baggage) is at least sixty (60) minutes prior to scheduled departure. Passengers who do not meet this check-in time will not be permitted to check-in or board the flight. For flights departing Aruba, the minimum check-in time for Passengers (with or without Checked Baggage) is at least seventy-five (75) minutes prior to scheduled departure. Passengers who do not meet this check-in time will not be permitted to check-in or board the flight.

(2) Passengers must arrive at the gate and be ready to board at least ten (10) minutes prior to scheduled departure. See Section 2.a.(2) and Section 5.b. for complete information on check-in requirements.

(3) Early Departure. Southwest Airlines reserves the right, at its sole discretion, to depart early when all Passengers who have met the check-in requirements as outlined in Section 8.i.(2) are onboard the aircraft. The scheduled departure and arrival times, as published for the flight, will not be changed, or otherwise affected if Southwest Airlines departs early. It is the Passenger's responsibility to arrive at the departure airport with adequate time to allow for check-in requirements and security screening.

j. Travel by Persons under the Age of 18

(1) Unaccompanied Travel of Persons under the Age of 18. Southwest will not transport a person under the age of 18 on an international flight unless accompanied by an adult at least 18 years old or older.

(2) Persons under the Age of 18 Accompanied by One Parent or Someone who is not a Parent. Special documentation may be required for admission to or departure from certain countries when a person under the age of 18 is accompanied by only one parent or a person who is not the legal guardian. See Section 8.f.

(3) Children younger than 2 years old carried on the lap of an accompanying adult 18 years old or older. When a child younger than 2 years old is added as a lap child to the reservation of an accompanying adult 18 years old or older, applicable government-imposed taxes and fees must be paid, and a Ticket will be issued for each such lap child.

k. Carriage of Animals

(1) Pets. No pets are accepted on international itineraries.

(2) Law Enforcement and Search and Rescue Dogs. Law enforcement and search and rescue dogs are allowed, subject to the requirements contained in Section 6.f., except where prohibited due to a conflict of law.

(3) Trained Service Animals. Trained Service Animals for Qualified Individuals with a Disability are accepted as required by 14 CFR Part 382, except where prohibited due to a conflict of law. See Section 6.d.(4) for more information.

l. Firearms

(1) Southwest will not accept firearms or ammunition for international travel.

9. Flight Changes, Cancellations, Delays, and Diversions

Refer to Section 8 for conditions applicable to international travel.

a. Changes to Flight Schedules.

Flight schedules are not guaranteed and are subject to change without prior notice. At times, Southwest might need to substitute one aircraft for another or change, add, or omit intermediate stops, and such changes are allowed under the *Contract of Carriage* without requiring Southwest to give Passengers prior notice. Southwest does not guarantee that a Passenger will make connections to other flights, whether operated by Southwest or another airline. In the event of changes, Southwest Airlines will attempt to notify affected Passengers as early as reasonably possible.

b. Southwest Cancellations and Significantly Delayed or Changed Flights

(1) In the event Southwest cancels a flight, or a flight is Significantly Delayed or Changed:

(i) Southwest may offer to transport the Passenger at no additional charge on the next Southwest Airlines flight(s) on which space is available to the Passenger's intended destination or provide alternative transportation on Southwest Airlines (subject to availability) in accordance with its established re-accommodation practices; and/or

(ii) Southwest may advise the Passenger that the unused portion of their fare (including taxes and government fees) may be held as a Flight Credit or a Transferable Flight Credit™; and

(iii) If the Passenger chooses not to fly on the Significantly Delayed or Changed Flight, is not offered or chooses not to accept alternative transportation as provided in 9(b)(1)(i) above, and does not choose to hold the value of the unused transportation as Flight Credit or Transferable Flight Credit™, the Passenger is eligible for a form-of-payment refund in accordance with Section 4(c)(3)(i)-(vii) when due.

(2) A refund to the original form of payment is your exclusive remedy in the event of a Southwest cancellation or Significantly Delayed or Changed Flight, and Southwest's liability is limited to the amount of the unused portion of the reservation (including airfare, fees for optional travel charges (ancillary service fees), government fees, and taxes). Under no circumstances will Southwest be liable for incidental damages, consequential damages, special damages, or interest.

c. Denied Boarding Procedures Due to an Oversale

(1) The following definitions, as found in 14 CFR § 250.1, pertain solely to the denied boarding compensation provisions of this section:

Airport means the airport at which the direct or connecting flight on which the Passenger holds Confirmed Reserved Space is planned to arrive or some other airport serving the same metropolitan area, provided that the transportation to the other airport is accepted (i.e., used) by the Passenger.

Alternate Transportation means air transportation with a confirmed reservation at no additional charge, operated by a Carrier as defined below or other transportation accepted and used by the Passenger in the case of denied boarding.

Carrier means:

(i) A direct air carrier, except a helicopter operator, holding a certificate issued by the Department of Transportation pursuant to 49 U.S.C. § 41102 or that has been found fit to conduct commuter operations under 49 U.S.C. § 41738, or an exemption from 49 U.S.C. § 41102, authorizing the scheduled transportation of persons; or

(ii) A foreign air carrier holding a permit issued by the Department pursuant to 49 U.S.C. § 41302, or an exemption from that provision, authorizing the scheduled foreign air transportation of persons.

Class of Service means seating in the same cabin class such as First, Business, or Economy class, or in the same seating zone if the Carrier has more than one (1) seating product in the same cabin such as Economy and Premium Economy class.

Confirmed Reserved Space means space on a specific date and on a specific flight and Class of Service of the Carrier which has been requested by a Passenger, including a Passenger with a ‘‘zero fare ticket,’’ and which the Carrier or its agent has verified, by appropriate notation on the Ticket or in any other manner provided therefore by the Carrier, as being reserved for the accommodation of the Passenger.

Fare means the price paid for air transportation including all mandatory taxes and government fees. It does not include ancillary fees for optional services.

Stopover means a deliberate interruption of a journey by the Passenger, scheduled to exceed four (4) hours, at a point between the place of departure and the place of final destination.

Zero Fare Ticket means a Ticket acquired without a substantial monetary payment such as by using frequent flyer points or vouchers, or a consolidator Ticket obtained after a monetary payment that does not show a Fare amount on the Ticket. A Zero Fare Ticket does not include free or reduced rate air transportation provided to airline employees and guests.

(2) Request for Volunteers.

(i) In the event of an oversold flight, Southwest shall request volunteers for denied boarding before using any other boarding priority pursuant to 14 CFR § 250.2b. A “volunteer” is a person, including the holder of a Zero Fare Ticket, who responds to Southwest’s request for volunteers and who willingly accepts Southwest’s offer of compensation, in any amount, in exchange for relinquishing their Confirmed Reserved Space. Any other Passenger denied boarding is considered to have been denied boarding involuntarily, even if that Passenger accepts denied boarding compensation.

(ii) Southwest will advise each Passenger solicited to volunteer for denied boarding, no later than the time Southwest solicits that Passenger to volunteer, whether he or she is in danger of being involuntarily denied boarding and, if so, the compensation Southwest is obligated to pay if the Passenger is involuntarily denied boarding. If an insufficient number of volunteers come forward, Southwest may deny boarding to other Passengers in accordance with Southwest's boarding priority rules as specified in Section 9.b.(6).

(3) Conditions for Payment of Compensation to Passengers Involuntarily Denied Boarding due to an Oversale. Subject to the exception in Section 9.b.(4) Southwest will tender to a Passenger the amount of compensation specified in Section 9.b.(5), provided that:

(i) The Passenger holds a Ticket, including a Zero Fare Ticket, for Confirmed Reserved Space and presents himself or herself for Carriage at the appropriate time and place, having complied fully with Southwest's requirements as to ticketing, check-in, and acceptability for transportation in accordance with this *Contract of Carriage*; and

(ii) Other than for reasons set forth in Section 6, or when resulting from substitution, for operational or safety reasons, of an aircraft having a lesser seating capacity than the aircraft originally scheduled, Southwest is unable to accommodate the Passenger on the flight for which the Passenger holds a Confirmed Reserved Space, and such flight departs without the Passenger.

(4) Comparable Transportation. The Passenger will not be eligible for compensation if Southwest offers comparable air transportation, or other transportation used by the Passenger at no extra cost, that, at the time such arrangements are made, is planned to arrive at the airport of the Passenger's next Stopover or, if none, at the Airport of the Passenger's final destination no later than one (1) hour after the planned arrival time of the Passenger's original flight or flights.

(5) Involuntarily Denied Boarding Compensation for an Oversale pursuant to 14 CFR § 250.5.

(i) Compensation shall be at least two hundred percent (200%) of the Fare to the Passenger's destination or first Stopover, or One Thousand Seventy-Five and 00/100 dollars ($1075.00), whichever is lower, if Southwest offers Alternate Transportation that, at the time the arrangement is made, is planned to arrive at the Airport of the Passenger's first Stopover, or if none, the Airport of the Passenger's final destination:
- More than one (1) hour but less than two (2) hours after the planned arrival time of the Passenger's original flight on a domestic itinerary; or
- More than one (1) hour but less than four (4) hours after the planned arrival time of the Passenger's original flight on an international itinerary; and

(ii) Compensation shall be at least four hundred percent (400%) of the Fare to the Passenger's destination or first Stopover, or Two Thousand One Hundred Fifty and 00/100 dollars ($2150.00), whichever is lower, if Southwest does not offer Alternate Transportation that, at the time the arrangement is made, is planned to arrive at the Airport of the Passenger's first Stopover, of if none, the Airport of the Passenger's final destination:

- Less than two (2) hours after the planned arrival time of the Passenger's original flight on a domestic itinerary; or
- Less than four (4) hours after the planned arrival time of the Passenger's original flight on an international itinerary.

(iii) Compensation will be paid by Southwest on the day and at the place where the denied boarding occurs, except that if Southwest arranges, for the Passenger's convenience, alternate means of transportation that departs before the payment can be made, payment will be sent by mail or other means within twenty-four (24) hours after the time the denied boarding occurs.

(iv) Compensation will initially be provided in the form of a draft payable to the Passenger. With the Passenger's consent, Southwest may also offer a Southwest LUV Voucher to be applied toward future travel in lieu of the draft. The Passenger may refuse Southwest's offer of a voucher and insist on receiving compensation by draft in the amount specified in Section 9.b.(5).

(v) Acceptance of compensation by the Passenger relieves Southwest from any further liability to the Passenger or Customer caused by Southwest's failure to honor the confirmed reservation.

(6) Denied Boarding Priority Rules.

(i) Southwest will prioritize boarding to Passengers who purchase our Choice Extra fare and Rapid Rewards A-List Preferred and A-List Members. For all other confirmed Passengers, Southwest will prioritize boarding to Passengers with Interline Itineraries, higher fare classes, earlier booking dates, and earlier check-in times. Within each priority group, Customers are further prioritized based on similar factors and itinerary details (e.g., the Customer is traveling through the location in question, the cost of the Customer's fare).

(ii) Written Explanation of Denied Boarding Compensation and Boarding Priority Rules. When a denied boarding occurs, Southwest will give Passengers who are denied boarding involuntarily a written explanatory statement describing the terms and conditions of denied boarding compensation and Southwest's boarding priority rules.

(iii) In addition to the denied boarding compensation specified herein, Southwest shall refund all unused ancillary fees for optional services paid by a Passenger who is voluntarily or involuntarily denied boarding. An eligible refund will be issued in accordance with Section 4.c.(3). Southwest is not required to refund the ancillary fees for services that are provided with respect to the Passenger's Alternate Transportation.

d. Ground Transportation

(1) Unless provided at the direction of Southwest, Southwest does not assume responsibility for the ground transportation of any Passenger or his or her Baggage between any Airport used by Southwest and any other location. Ground Transportation is at the Passenger's expense.

10. Interline Transportation

a. General

(1) Carriage on any Interline Carrier is governed by the Interline Carrier's contract or conditions of carriage. For more information, please see the relevant Interline Carrier's contract or conditions of carriage, which can be obtained from the Interline Carrier:

- Air Premia: https://www.airpremia.com/a/en/terms/transit
- All Nippon Airways: https://www.ana.co.jp/en/us/siteinfo/conditions-of-carriage/summary/
- China Airlines: https://www.china-airlines.com/us/en/terms-and-conditions/transportation-clauses
- Condor: https://www.condor.com/us/help-contact/usa-gtbc.jsp
- EVA Air: https://www.evaair.com/en-us/website-disclaimer/conditions-of-carriage/
- Icelandair: https://www.icelandair.com/support/terms-and-conditions/conditions-of-carriage/
- Philippine Airlines: https://www.philippineairlines.com/us/en/about-us/legal-notices/general-conditions-of-carriage.html
- Singapore Airlines: www.singaporeair.com/en_UK/us/global_footer/conditions-carriage/
- TAP Air Portugal: https://www.flytap.com/en-us/legal-info/conditions-of-carriage
- Turkish Airlines: https://cdn.turkishairlines.com/m/6b5be5b912c2fab3/original/General-CONDITIONS-OF-CARRIAGE-OF-PASSENGERS-AND-BAGGAGE.pdf

(2) In the case of Carriage on a Southwest-operated flight as part of an Interline Itinerary, transportation on the Southwest-operated flight is governed by this *Contract of Carriage*, but Southwest may apply rules and policies of the Interline Carrier in the following areas:

(3) Reservation changes, cancellations, and refunds; and

(4) Baggage policies and fees (including those concerning acceptance, size, weight, and quantity).

(5) When Southwest issues a Ticket or makes any other arrangements for the transportation of Passengers or Baggage with an Interline Carrier, Southwest acts only on behalf of such Interline Carrier.

(6) SOUTHWEST SHALL NOT BE LIABLE FOR ANY DEATH OR INJURY TO A PASSENGER IN CONJUNCTION WITH FLIGHTS THAT ARE NOT OPERATED BY SOUTHWEST.

(7) SOUTHWEST ASSUMES NO LIABILITY FOR THE ACTS OR OMISSIONS OF AN INTERLINE CARRIER.

(8) Passengers traveling on Interline Itineraries are prohibited from voluntary standby travel.

(9) Southwest shall not be liable for the loss of, damage to, or delay in delivery of any Baggage accepted by another carrier for interline transfer to Southwest if the Baggage is not acceptable for Carriage as Checked Baggage by Southwest.

(10) Passengers traveling on Interline Itineraries who, at the Carrier's discretion, cannot be safely accommodated in a single seat will be required to purchase an additional, adjacent, non-refundable seat for the Southwest-operated flight(s). The interline Carrier's policy applies to flights operated by the Interline Carrier.

(11) A ticket must be purchased at the applicable fare for any children younger than 2 years old traveling on an Interline itinerary.

11. Miscellaneous

a. Claims

(1) No claim for personal injury or death of a Passenger will be entertained by Southwest unless written notice of such claim is received by Southwest Airlines within twenty-one (21) days after the occurrence of the event giving rise to the claim.

(2) No legal action on any claim described above may be maintained against Southwest unless commenced within one (1) year of Southwest Airlines' written denial of a claim, in whole or in part.

(3) **Class Action Waiver**. Both Passenger and Customer agree to waive any right to assert any claim against Southwest as a representative or member in any class or representative action. To the extent the Passenger or the Customer is permitted by law or court of law to proceed with a class or representative action against Southwest, the Passenger and Customer agree that neither the Passenger, the Customer, nor any legal or other representative or person purporting to act on behalf of the either shall:
(i) Be entitled to recover attorneys' fees or costs associated with pursuing the class or representative action; and
(ii) Submit a claim or otherwise participate in any recovery secured through the class or representative action.

b. Customer Service Plan

(1) The *Southwest Airlines Customer Service Plan ("SWA CSP")* is issued by Southwest Airlines pursuant to 14 CFR § 259.5. The *SWA CSP* reflects Southwest Airlines' dedication to high-quality Customer service but is not a contract and does not create any contractual obligations on the part of Southwest. In addition, if there is any conflict between the language of the *SWA CSP* and the *Contract of Carriage,* the *Contract of Carriage* shall govern.

c. Choice of Law, Entire Agreement

(1) Any and all matters arising out of or relating to this *Contract of Carriage* and/or the subject matter hereof shall be governed by, construed, and enforced in accordance with the laws of the United States of America and, to the extent not preempted by federal law, the laws of the State of Texas without regard to conflict of law principles, regardless of the legal theory upon which such matter is asserted.

(2) This *Contract of Carriage* represents the entire, integrated agreement between the parties relating to transportation by Southwest and shall supersede all prior representations, understandings, or agreements pertaining thereto, either oral or written. No other covenants, warranties, undertakings, or understandings may be implied in law or in equity.

(3) To the extent that an implied covenant of good faith and fair dealing would otherwise be deemed applicable to this *Contract of Carriage*, the agreement to transport the Passenger, or any aspect of the relationship between Southwest, the Customer, and the Passenger, to the extent permissible by applicable state law the implied covenant of good faith and fair dealing is hereby rendered inapplicable and is disclaimed.

d. Consent to Use of Personal Data. Upon booking a Ticket for transportation, purchasing other services, or participating in any Southwest program or service such as Rapid Rewards™, the Passenger and Customer hereby authorize Southwest and its authorized agents to: Collect, process, retain, and use, and Transfer to third parties, including, but not limited to, subcontractors, agents, affiliates, marketing partners, other carriers, and government agencies, for their use, processing and retention, any and all personal data that is provided to Southwest when Southwest believes in good faith that it is in the interests of aviation security or that disclosure is otherwise necessary or advisable or as Southwest deems necessary to carry out any and all business purposes related to the program or services being requested and/or in the promotion of other information, goods, and services that may be of interest to the Passenger or Customer, including, but not limited to, the following purposes: Making a reservation; Purchasing a Ticket; Purchasing cargo services; Participating in Rapid Rewards™; Obtaining ancillary services, including accommodating special service requests; Accounting, billing and auditing; checking credit or other payment mechanisms; Operating frequent flyer programs; systems testing, maintenance and development; Customer relations; Sales and marketing; Promotions for Southwest; Statistical analysis; Developing and tailoring current and future services; Facilitating travel, including obtaining immigration, security, and customs clearance; Complying with applicable laws, regulations, government requests, law enforcement requests, and/or valid court orders; Providing data to third parties or governmental or law enforcement agencies to comply with, or assist in the development of, security, safety, or health measures for Passengers, baggage or cargo, or to provide for the prevention or detection of imminent criminal acts or the apprehension or prosecution of offenders; and protecting the legal rights of Southwest. If a Passenger or Customer wants to learn more about the *Southwest Airlines Privacy Policy*, it may be viewed at Southwest.com. This policy is merely a statement of administrative protocol; it is not a contract, nor is it made, or intended to be made, a part of this *Contract of Carriage*, nor does it create any contractual or legal rights.