

# Rapid Rewards® Cargo Terms & Conditions

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## Rapid Rewards® Cargo Program

Rapid Rewards® Cargo is a rewards program offered by Southwest Airlines® Co. for Southwest Cargo® Customers. For purposes of these rules and regulations (hereinafter "program rules" or "rules") of Membership, the terms "Southwest," "we," "us," and "our" refer to Southwest Airlines Co., and the term "the program" refers to the Rapid Rewards Cargo program. The terms "Member," "Members," "you," and "your" apply to the business as a Member of Rapid Rewards Cargo; the term "account" refers to your Rapid Rewards Cargo membership account; and the term "points" refers to the Rapid Rewards Cargo points in your Rapid Rewards Cargo account. The term "calendar year" means January 1-December 31 of each year. The term "administrator" means the administrator designated to manage your account. Southwest Standard Net Sales" means, for any month, an amount equal to (a) for Air Waybills on which Customer is the billable account holder, the total amount owing by Customer for Southwest Standard air cargo services on Air Waybills that are financially closed by Southwest at the end of such month, plus (b) for Air Waybills on which Customer is the shipper and the billable account holder is a Non-participant, the total amount owing by the Non-participant for Southwest Standard air cargo services on Air Waybills that are financially closed by Southwest at the end of such month, minus (c) any rebates or refunds given in such month or the prior month for air cargo services regardless of the date on which the air cargo services subject to such rebate or refund were provided. "NFG Net Sales" means, for any month, an amount equal to (a) for Air Waybills on which Customer is the billable account holder, the total amount owing by Customer for Next Flight Guaranteed air cargo services on Air Waybills that are financially closed by Southwest at the end of such month, plus (b) for Air Waybills on which Customer is the shipper and the billable account holder is a Non-participant, the total amount owing by the Non-participant for Next Flight Guaranteed air cargo services on Air Waybills that are financially closed by Southwest at the end of such month, minus (c) any rebates or refunds given in such month or the prior month for Next Flight Guaranteed air cargo services regardless of the date on which the air cargo services subject to such rebate or refund were provided. Non-participant" means the billable account holder on an Air Waybill that is not a participant in the Cargo Loyalty Program. "Fresh Fast Net Sales" means, for any month, an amount equal to (a) for Air Waybills on which Customer is the billable account holder, the total amount of owing by Customer for Fresh Fast air cargo services on Air Waybills that are financially closed by Southwest at the end of such month, plus (b) for Air Waybills on which Customer is the shipper and the billable account holder is a Non-participant, the total amount owing by the Non-participant for Fresh Fast air cargo services on Air Waybills that are financially closed by Southwest at the end of such month, minus (c) any rebates or refunds given in such month or the prior month for Fresh Fast air cargo services regardless of the date on which the air cargo services subject to such rebate or refund were provided. Southwest reserves the right to amend, suspend, or change the program and/or program rules at any time without notice. Southwest reserves the right to end the program with six months' notice. Members do not acquire property rights in accrued points and awards. By enrolling and/or participating in Rapid Rewards Cargo, you agree to abide by these rules and regulations. Reward travel using points from this program by a Passenger is subject to taxes, fees, and other government or airport-imposed charges from \$5.60 per one-way trip. **Applicable taxes, fees, and other government or airport-imposed charges can vary significantly based on a Passenger's arrival and departure destination.** The payment of any taxes, fees, and other government or airport-imposed charges is the responsibility of the Passenger and must be paid at the time reward travel is booked. In some instances, the government may elect to collect the fees directly from the Passenger.

For information on how Southwest collects, uses, and shares the information you provide when you become a Member, update your profile or preferences, or earn or redeem points, please review our [privacy policy](#). Southwest is not responsible for unauthorized access to your account and will not replace lost, misused, or stolen points or rewards. By enrolling in Rapid Rewards Cargo, you confirm and represent that you have the authority within your company to sign up for Rapid Rewards Cargo.

## Membership

Companies may enroll on swacargo.com and create a Designated Corporate account. Members must enroll separately and except as approved by Southwest, may not pool or combine points with anyone including personal Rapid Rewards accounts. When enrolling, you must designate an administrator to manage your account and it is your responsibility to

transition administrator responsibility as needed. Member agrees that Southwest will communicate with such administrator regarding the account, including, without limitation, about transactions, redemptions, and promotional opportunities. A Member is limited to one account per Master Account Number. A Member must provide its legal business name, Master Account Number, address, telephone number, and valid email address. Account specific information will be sent via email to the primary email address in the account. Member is responsible for notifying Southwest immediately of any change of name, email address, or physical address. Change in administrator requests must be submitted in writing to [swacargo@wnco.com](mailto:swacargo@wnco.com) or your dedicated Southwest Cargo Account Manager. The written request must contain the Member's current contact information (name, address, and email address if available), Rapid Rewards account number, along with photocopies of legal documentation indicating legal name. To update the Rapid Rewards Cargo email address and physical address, please send an email to [swacargo@wnco.com](mailto:swacargo@wnco.com) with the updated information. Member's Designated Customer Account will remain active as long as Member has earning activity at least once every 24 months. If Member fails to have any earning activity in 24 months, Southwest reserves the right to cancel Customer's Designated Customer Account and all points will be forfeited. All transactions and accounts in the Rapid Rewards Cargo program are subject to review and adjustment by Southwest at any time and without notice to the Member to ensure compliance with applicable rules. Any suspected fraud, misrepresentation, misuse, abuse, or violation of applicable rules, including, but not limited to, contracts of carriage, tariffs, the program rules, our Rapid Rewards Partners' rules and regulations, and qualification requirements and benefits, may result in (a) cancellation of the account and any associated reservations, (b) forfeiture of (1) some or all of the accrued points in the account, (2) awards, and (3) rewards or promotional incentives, and/or (c) a delay or suspension of the processing of points and reporting and the redemption of points, awards, status benefits, rewards, and promotional incentives.

## Earning Rapid Rewards Cargo Points

Member can only earn points from qualifying purchases. Members will earn points when purchasing certain air cargo services from Southwest. If a Member is both the shipper and the payer then the Member will earn 1 point per dollar spent. If a purchase includes both a shipper and a payer and each is a Member then they will each earn 0.5 point per dollar spent. If a purchase includes both a shipper and a payer and only one is a Member then the Member will earn 1 point per dollar spent. There is no minimum account point balance required in order to earn Points. Members accounts can have a maximum of ten (10) million Points at any period of time. Once a Member's account reaches the maximum allowed, no further Points will be earned until Points are used. Points earned in a month, if any, will be placed in the Designated Corporate Account after the end of the month following the month in which the Points were earned. All Points in the Designated Corporate Account are subject to review and adjustment by Southwest.

## Transferring and Donating Rapid Rewards Cargo Points

Points may not be transferred in a bankruptcy or as part of a settlement. Points may not be merged with a Rapid Rewards® Business account, even if it is the same Company. A Member may donate points only to those preselected charities chosen by Southwest and no other charities may receive donations through the program. The donating Member's account will be reduced by the number of points donated to the charity. A Member must affirmatively select the charity to receive a donation of points from the menu of options given on a Southwest website. Unless Southwest and a charity jointly announce otherwise, no portion of the purchase price that a Passenger pays for a ticket is paid to any charity or may automatically generate points for any charity, even those Southwest preselects as eligible to participate in the program. Southwest reserves the right to change the charities that are eligible to participate in the program at any time without notice. Southwest makes no representation as to the tax consequences of a donation of points. Member should seek tax advice regarding the tax consequences of donating points to a charity through the program. A charity receiving points in the program does not acquire property rights in accrued points and awards. Southwest is not responsible for the products and services offered by participating charities. Southwest does not endorse, expressly or implicitly, any product, service, company, opinion, or political position of any participating charity or any of their affiliates.

In the event a merger occurs between two or more current Rapid Rewards Cargo Customers, one of the following options must be taken with 30 days of declared merger:

- 1) All Rapid Rewards Cargo accounts will be combined, and points will be merged into one account. All points will be earned onto a single account going forward. If total combined points exceed 10 (ten) Million Points, no further points will be earned onto the combined account, until the account balance is below 10 (ten) Million Points.
- 2) Rapid Rewards Cargo accounts will remain separate, however, only one (1) account will be eligible to earn Rapid Rewards Cargo points for all Master Account Numbers related to the Customer going forward. All other accounts will remain open, no longer be able to earn points, and allowed to redeem their points within 24 months, or until a zero (0) balance is on the Rapid Rewards Cargo account(s), whichever comes first.

## Redeeming Rapid Rewards Cargo Points

Points can only be designated administrator on southwest.com for any available seat on any flight booked through Southwest and for any other products or services approved by Southwest. Number of points required to redeem for reward flights may vary based on destination, time, day of travel, demand, fare class, point redemption rate, and other factors. For the avoidance of doubt, points earned through the Rapid Rewards Cargo Program do not count towards A-List status, A-List Preferred status or Companion Pass®. For reservations booked using points, administrator must make any changes to the itinerary after booking on Southwest.com. The number of points required to purchase a reward flight is subject to change at any time until the booking is confirmed. Additionally, any changes to the itinerary after the initial booking may result in a change to the amount of points required to purchase the reward flight. Special fares, such as infant, child, military, and government fares are not eligible to be purchased with points. Other travel not eligible for purchase with points includes, but is not limited to, charter flights, group travel, vacation packages, service-charged, reduced-rate, tradeout, and travel purchased through a travel agent. To the extent Southwest allows Rapid Rewards Cargo points to be redeemed, the Rapid Rewards Cargo points are subject to the then-current Rapid Rewards® Program terms and conditions which are located at <http://www.southwest.com/rapidrewards/about>. In the event of a conflict between the Rapid Rewards® Program terms and conditions and this Agreement, this Agreement shall prevail with regard to the points.

## Additional Program Rules and Regulations

Southwest may from time to time offer "bonus" points or promotional awards, programs, or incentives for Members' use. Such offers are not a part of the program's formal award structure and may be temporary. Southwest reserves the right to modify or eliminate such offers at any time. These offers are void where prohibited by law. At no time may a Member sell, purchase, redeem, broker, or barter his or her points or awards, for cash or other consideration. Points and awards have no cash value and are void if sold, purchased, brokered, or bartered. In addition, such actions may result in the termination of Member's account, regardless of whether or not the transaction is completed. Any such points or redemption of points are void if transferred for cash or other consideration. Violators may be liable for damages and litigation costs, including Southwest's attorney's fees incurred in enforcing this rule. By enrolling in the Rapid Rewards Cargo program you acknowledge that: (i) the program is not mandatory in order to purchase any ticket on Southwest or ship with Southwest Cargo (ii) all transactions and activities relating to the program will be deemed to take place exclusively in the state of Texas, United States of America, regardless of where any Member may be located or reside or the destination or origin of any flight; (iii) all monetary amounts and fees relating to such transactions will only be expressed and processed in US dollars and Southwest is not responsible for any exchange rate fluctuations that may affect the value that any Member receives in any other currency; and (iv) your credit card company or bank may charge you fees or charges related to your transactions as a Member and you will be solely responsible for any such fees or charges. Points cannot be transferred to another Rapid Rewards account. Any retroactive adjustments for additional points are subject to a maximum of 1 year from date of adjustment. Without notice to Customer, Southwest may modify, amend, or suspend the Cargo Loyalty Program in its sole discretion. Southwest reserves the right to discontinue the Cargo Loyalty Program and removing any Rapid Rewards Cargo point accrued for the Designated Corporate Account with six months' notice. Customer is solely responsible for all federal, state, and local taxes on Rapid Rewards Cargo points earned from the Cargo Loyalty Program, and as applicable, will be issued an IRS Form 1099 based on the value of Rapid Rewards Cargo points earned as determined by Southwest. Furthermore, you shall indemnify Southwest against, all federal, state, and local taxes, including penalties and interest. Any and all matters arising out of or relating to the program rules 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. You and we consent to the personal and exclusive jurisdiction and venue of the state and federal courts within Dallas County, Texas. You and we also agree to litigate any disputes between or involving you and us exclusively in the state and federal courts within Dallas County, Texas. You agree that any cause of action arising out of and/or relating to this program must be commenced within two (2) years after the cause of action accrues. Otherwise, such cause of action is permanently barred.

## Limitations of Our Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SOUTHWEST BE LIABLE TO YOU FOR, AND YOU HEREBY WAIVE ANY CLAIMS AGAINST SOUTHWEST FOR, ANY LOSS, DAMAGE, OR INJURY OF ANY KIND (WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSSES OR DAMAGES, LOST REVENUE OR PROFITS, OR LOSS OF DATA) ARISING OUT OF OR IN CONNECTION WITH (A) YOUR PARTICIPATION IN THE PROGRAM (INCLUDING, BUT NOT LIMITED TO THE

ACCURAL OR USE OF POINTS OR ANY TRAVEL OR TRAVEL-RELATED ACTIVITIES IN CONNECTION WITH THE PROGRAM), (B) THE ACTS, OMISSIONS, PRODUCTS, OR SERVICES OF ANY PERSON OR COMPANY RENDERING SERVICES OR PROVIDING OFFERS IN CONNECTION WITH THE PROGRAM; (C) YOUR USE OF, OR INABILITY TO ACCESS OR USE, THE WEBSITE OR ANY CONTENT AVAILABLE ON OR THROUGH THE WEBSITE, (D) A THIRD PARTY'S UNAUTHORIZED ACCESS TO YOUR INFORMATION, OR (E) SOUTHWEST' ACTS OR OMISSIONS IN CONNECTION WITH THE PROGRAM, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR SOUTHWEST HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IF SOUTHWEST IMPROPERLY DENIES A MEMBER POINTS, AWARD TRAVEL, OR SOME OTHER BENEFIT, THE MEMBER'S EXCLUSIVE REMEDY SHALL BE THE ISSUANCE OF THE IMPROPERLY DENIED POINTS, AWARD TRAVEL, OR SUCH OTHER ALTERNATIVE BENEFIT AS DETERMINED BY SOUTHWEST IN ITS SOLE DISCRETION AND SOUTHWEST SHALL HAVE NO ADDITIONAL LIABILITY WHATSOEVER. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER THE ASSERTED LIABILITY OR DAMAGES ARE BASED ON CONTRACT, INDEMNIFICATION, TORT, STRICT LIABILITY, STATUTE, OR ANY OTHER LEGAL OR EQUITABLE THEORY. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

NO TRIAL BY JURY: YOU WAIVE A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BETWEEN YOU AND SOUTHWEST ARISING OUT OF AND/OR RELATING TO THIS PROGRAM.

NO CLASS ACTIONS: YOU WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS. YOU AGREE THAT NO CLAIM OR DISPUTE ARISING OUT OF AND/OR RELATING TO THIS PROGRAM MAY BE JOINED WITH A CLAIM OR DISPUTE OF ANY OTHER PERSON OR ENTITY, AND YOU MAY NOT ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT OR OTHER LEGAL PROCEEDING.

## Miscellaneous

The program rules, together with the Member's enrollment, the terms and conditions on [Southwest.com](https://www.southwest.com), Swacargo.com, and our Rapid Rewards Partners' rules and regulations, represent the entire, integrated agreement between the parties relating to the program, 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. Individual's personal Rapid Reward accounts shall not be impacted by these Terms and Conditions.

If you have any questions regarding the program, visit the Rapid Rewards Frequently Asked Questions page at [Southwest.com](https://www.southwest.com).

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