

Airbnb Cooking Contest Official Rules

Last updated: 25 November 2019

NO PURCHASE OR PAYMENT NECESSARY TO ENTER. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR LIKELIHOOD OF WINNING. LUCK AND CHANCE PLAY NO PART IN THIS CONTEST.

When you either enter this Contest or consent to being nominated for it, you agree with these terms ("**Official Rules**"). Please see the "Interpretation and Disputes" section below for information about the applicable law and jurisdiction that govern these Official Rules. If We make translations of these Official Rules available, the English version shall prevail in the event of any inconsistency.

Sponsors

"Slow Food" means Slow Food International, the organizer of the Program, with registered office in Piazza XX Settembre, 5 - 12042 Bra (Cuneo) - Italy.

"**Airbnb**" means the sponsor of this Program. For the purposes of these Official Rules and in relation to data protection, the Airbnb entity shall be based on your Country/Region of Residence:

- If your Country/Region of Residence is the United States, you are contracting with Airbnb, Inc., 888 Brannan Street, 4th Floor, San Francisco, CA 94103, United States.
- If your Country/Region of Residence is the People's Republic of China (which for purposes of these Official Rules does not include Hong Kong, Macau and Taiwan) (hereinafter "**China**"), you are contracting with Airbnb Internet (Beijing) Co., Ltd. ("**Airbnb China**").
- If your Country/Region of Residence is Japan, you are contracting with Airbnb Global Services Limited ("**Airbnb GSL**").
- If your Country/Region of Residence is outside of the United States, China and Japan, you are contracting with Airbnb Ireland UC ("**Airbnb Ireland**"), The Watermarque Building, South Lotts Road, Ringsend, Dublin 4, Ireland.

Airbnb, Slow Food, and UNISG are referred to collectively as "We" or "Us".

"Country/Region of Residence" is the jurisdiction associated with your Airbnb Account as determined by either your express selection or by Airbnb's assessment of your residence using various data attributes associated with your Airbnb Account. If you change your Country/Region of Residence, the Airbnb company you contract with will be determined by your new Country/Region of Residence as specified above, from the date on which your Country/Region of Residence changes.

The Contest

The aim of the Contest is to identify the 100 people ("**Winners**") who will win the Prize and participate in the Program.



Eligible individuals ("**Entrants**"/"**you**"), who at all times comply with the eligibility conditions provided below, may enter the Contest from 7:00am EST on November 25, 2019 until 11:59pm EST on December 23, 2019 by following the process outlined below. Entries must be submitted by following the process outlined in these Official Rules and be received before the close of the Contest to be eligible. Entries received after 11:59pm EST on December 23, 2019 or submitted by any other means will not be taken into consideration and will be automatically disregarded.

The Program

One hundred (100) people ("Winners") will receive the following trip ("Prize"):

The Prize will constitute attending one (1) of four (4) cooking programmes at the Università degli Studi di Scienze Gastronomiche ("**UNISC**") in Pollenzo, Italy for five (5) days each, starting on either June 15, June 22, June 29, or July 6, 2020, respectively ("**Program**"). In particular, Winners will:

- 1. Travel to Italy during the Program and remain in the scheduled locations for its duration;
- 2. Spend five (5) days participating in lessons held by UNISG professors and PhD fellow, Slow Food staff and expert consultants, including workshops, tastings, interactive experiences, and field visits to local food artisan producers;
- 3. Attend at least one (1) entrepreneurship training hosted by Airbnb and or/ Airbnb Cooking Experience hosts;
- 4. Receive specific instruction on how to refine their family recipes and develop entrepreneurial skills so that they are empowered to turn their culinary passions into income; and
- 5. As required to attend the specific Program session to which they are assigned, have accommodation and meals provided throughout the five-day course, excluding breakfast, and return transit provided from home airport or train station to Pollenzo, Italy.

Each Winner's travel to and from Pollenzo, Italy (i.e. traveling from the airport nearest to the Winner's regular place of residence at the beginning of the Program, and returning to such airport at the end of the Program) and accommodation during the Program is included in the Prize and will be arranged by Us. The total value of the Prize is approximately USD 6,000 (or the equivalent in local currency). No difference between the approximate and actual Prize value will be provided.

NOT included in the Prize:

- Any necessary visa fees.
- Ground transfers from the Winners' home to/from their airport or train station of departure for Italy
- Any expenses or spending money.

Only Winners will be entitled to take part in the Program, subject to compliance with



these Official Rules. No substitutions or transfers for the purposes of taking part in the Program are permitted, unless decided by Us in relation to the Reserves. Unforseen or changed circumstances impacting a Winner's ability or availability to take part in the Program will not entitle such Winner to any compensation, alternative opportunity, or cash payout.

Eligibility

The Contest is open to Airbnb users who are aged 18 or over and have one of the following as their Country/Region of Residence: Austria, Australia, Belgium, Canada (excluding Québec), mainlandChina, Denmark, France, Germany, Hong Kong, Ireland, India, Italy, Japan, South Korea, Malaysia, Mexico, Netherlands, New Zealand, Norway, Portugal, Russia, Singapore, South Africa, Spain, Sweden, Switzerland, Taiwan, Thailand, UK, and US. If you are not a resident of one of these countries/regions, you are <u>not</u> eligible to enter or participate in the Contest.

Those who are nominating an Entrant must be 18 or over or, if they are 18 or over but are still under the age of majority in their Country/Region of Residence, must have both their parent/legal guardian and the nominee's consent and agreement to these Official Rules to be eligible.

Moreover, to be eligible for the Contest, Entrants must meet the following requirements:

- 1. Hold an EU identity card or a passport that will remain valid through February 1, 2021;
- 2. Hold or be entitled to a visa or other authorisation required to remain in Italy for the duration of the Program, including any travel or other permit which may be required to participate in the Program;
- 3. Speak at least an intermediate (conversational) level of English;
- 4. Be available and willing to travel for the scheduled Program period from June 14, 2020 through July 11, 2020, including an additional two (2) days after the end of the scheduled Program period to allow for matters beyond Our reasonable control (e.g. weather); and
- 5. Be in sufficient physical condition to participate in the Program and international travel in general.

The following are not eligible: Airbnb's directors, officers, employees, independent contractors, advertisers and agents, including those of subsidiaries or affiliates (collectively, "**Released Parties**"), and the members of their immediate families or households (including without limitation spouse, their partner, housemates, children, parents, siblings, grandparents, and grandchildren).

To take part in the Program, Winners must sign an agreement with Airbnb under California law and provide, before the start of the Program, proof of valid and adequate insurance coverage with a primary insurance company for the duration of the Program, including transit, covering third party liability and sickness or injuries suffered during the Program, the adequacy of which shall be determined by Us at Our discretion.



How to enter

You may either enter on your own behalf or nominate someone (provided you have obtained their consent). To enter the Contest or nominate an Entrant, you will need to:

- 1. Have a registered Airbnb account. If you don't have one yet, you can create one at https://www.airbnb.com;
- 2. Sign into your account at https://www.airbnb.com;
- 3. Go to the https://www.airbnb.com/100cooks page ("Site");
- 4. Click on the "Apply now" button;
- 5. Accept these Official Rules;
- 6. Complete and submit the application form by providing all required personal and contact details, submitting a personal or nomination essay, and answering all mandatory questions in English ("**Entry**").

Each Entrant can only enter once and you represent that you are at least 18 years old at the time you enter and reside in an eligible Country/Region of Residence. By entering, you agree that the Winners will be selected from all complete Entries received from eligible Entrants. Entrants acknowledge that, if selected, your participation in the Program will be individual. Consequently, children or other dependants of the Winners will not be permitted to attend. Couples wishing to participate together to the Program, must submit separate Entries indicating that they wish to participate with the respective partner. In such case, each such Entrant will be required to meet the eligibility criteria and comply with the provisions of these Official Rules. We make no assurances whatsoever that both partners will be offered a spot on the Program. Each Winner will be offered a place on one of the four Program sessions. We will try to accommodate the preferences expressed in your Entry, but We make no assurances whatsoever that, even if selected as a Winner, that you will be offered a spot on the Program session of your choice.

To the maximum extent permitted by law, Released Parties are not responsible for (i) computer or network problems, problems with servers, problems with email accounts; (ii) the failure to receive any Entry for any reason whatsoever which are beyond their reasonable control; or (iii) for any other errors of any kind relating to the Contest, whether mechanical, technical, network, printing, typographical, human, or otherwise, including administration errors or problems affecting the administration of the Contest, the processing or reviewing of entries, the announcement of the Winners, or in any Contest-related materials.

You have made and will make certain representations and warranties to Us in entering the Contest, which We rely on the accuracy and truth of in administering the Contest. Should We become aware of any fraud, deceit, or similar action undertaken in connection with the Contest or otherwise, or any act or omission which We consider might have an adverse effect on the Contest or on Our reputation, We reserve the right in Our absolute discretion, without notice to you and/or without



giving reasons, to: (i) disqualify your Entry from the Contest; or (ii) terminate your participation in the Program.

Contest Administration

Up to two hundred (200) Entrants will be shortlisted based on the Selection Criteria and asked to provide a short motivation video, which will be deemed part of your Entry. Failure to provide a compliant video within the time period indicated by Us may result, at Our discretion, in your disqualification from the Contest. The Judging Panel will review these videos to identify the 100 Winners, who may also be asked to attend telephone or video interview to confirm their selection.

Another twenty-five (25) Entrants will be selected from the shortlist ("**Reserves**"), who may be, at Our discretion, offered a place in the Program in the event that any of the Winners decide not to join or are not in a position to do so, in which case the selected Reserve will become a Winner and be expected to meet all eligibility requirements and fulfil all obligations placed on Winners.

Winners will be selected from the shortlist by a panel ("**Judging Panel**") comprised of five (5) members ("**Judges**"):

- One representative of Slow Food;
- One representative of UNISG;
- Two representatives of the Airbnb team; and
- One independent member.

Entrants will be reviewed and Winners will be shortlisted by a panel of reviewers and chosen by the Judging Panel entirely on merit, based on the criteria set out below ("**Selection Criteria**"):

- 1/3 the Entry tells a captivating story about a family recipe with either a connection to the place they are from or their family history;
- 1/3 the Entry demonstrates that the Entrant is creative, has personality and has impacted the people around them through their cooking ability; and
- 1/3 the Entry outlines a clear vision for the Entrant showing why they will benefit from the entrepreneurial aspect of this program.

The Judges' decisions are final and binding. If substantially similar Entries are submitted by different Entrants, the Judges will select only the best version of that idea, as determined in their discretion. Except where prohibited by law, if in the opinion of the Judging Panel no suitable Entrants are received, if an insufficient number of Winners can be contacted, or if such persons do not respond in accordance with these Official Rules, then We may cancel, extend, or repeat the Contest at Our discretion.

To the extent permitted by applicable law, We may, at Our discretion, conduct verification and background checks of the information you provide to Us, and on any other element which We may deem as relevant to your application to the Contest



and/or participation in the Program. By entering the Contest, Entrants expressly acknowledge and agree that, if they are shortlisted, they may be required to provide further information about themselves in order to be able to participate, for example:

- written confirmations or proof of eligibility, including proof of a valid passport or EU ID card, Country/Region of Residence, and current age;
- travel authorization to remain in Italy for the duration of the Program and any other permit required to participate in the Program;
- absence of any contractual or statutory obligations restricting or prohibiting participation in the Program;
- absence of any contractual obligations restricting or prohibiting the ability to appear in media and marketing content during or after the Program;
- undergo a health check-up or provide a certificate of general good health, as appropriate to the relevant activities;
- whether they have a driving license and related details (expiry date, authority issuing it, which countries/vehicles the license is valid for, etc.).

Notification/Announcement of Winners

The Winners and Reserves will be selected by January 23, 2020 and will be notified within one (1) calendar day of being contacted by email to the address provided in their Entries. In order to undertake the Program, each Winner must accept their position on the Program within one (1) calendar day of the date on which the notification email was sent by emailing acceptance of the position and the obligations and responsibilities in these Official Rules to 100cooks@airbnb.com and, within two (2) calendar days of accepting the position on the Program, Winner must also:

- 1. provide definitive evidence of entitlement to obtain travel authorisation to travel to and remain in Italy for the duration of the Program; and
- 2. sign and return the English language release forms and waivers as required by these Official Rules, unless the timeline for this requirement is extended at Our discretion.

Failure to comply with these mandatory terms and timelines may result, at Our discretion, in your disqualification from the Contest and the selection of a Reserve for that position. In the event of a dispute about the identity of a Winner who entered on their own behalf, We will award the Prize to the authorized holder of the Airbnb account from which the winning Entry was sent, provided that person complies with all eligibility requirements. We may publicly announce the names and/or their Country/Region of Residence of the Winners within thirty (30) days of the close of the Contest, including through social media channels such as Twitter (@airbnb) and Facebook. This announcement may include footage of your video, interview, or notification you have won.

Winners represent they will behave as good citizens and comply with all applicable laws and regulations during the Program, including during travel to and from Italy, that they will cooperate with Airbnb, the Program logistical team, and Program organizer (Slow Food) and administrator (UNISG), and that they will be present and



remain throughout the Program. Winners agree they will not by any act or omission do anything which might bring Airbnb or its partners into disrepute. Winners acknowledge that breach of this representation may result in the immediate termination of their participation in the Program.

Prohibited Content

Entrants or content submitted as part of the Contest must be your original work, must not have been previously published, and must not violate the rights of any other party, including but not limited to intellectual property rights or rights of privacy, publicity, or moral rights. Entries must **not** contain: (i) endorsement or promotion of illegal or harmful activity; (ii) violent, profane, vulgar, obscene, defamatory or otherwise objectionable material; (iii) adult material; or (iv) defamatory content. We reserve the right to disqualify any Entrant who violates these prohibitions or any other provision of these Official Rules, or whose Entry We deem inappropriate for any reason, in Our sole discretion.

Licenses and Permissions

By submitting an Entry, you grant Us a non-exclusive, perpetual (or for the term of the protection granted by the relevant intellectual property rights), worldwide, irrevocable, fully paid-up and royalty-free license to transform, edit, modify, reproduce, distribute, sub-license, transmit, publish, communicate to the public, broadcast, perform, display, or otherwise use the Entry, in whole or in part, with or without modifications, in any form or medium (including internet, any printed medium distributed via press, billposting, point of sale advertising, flyers, leaflets, etc.), whether now existing or later developed, for any purpose, including entertainment, promotional and/or advertising. To the greatest extent permitted by law, you agree in Our favour to waive and not to assert or invoke any so-called moral rights in relation to your Entry (including the right to be identified as the creator of the work and the right to object to derogatory treatment of the work). By entering, you guarantee and warrant to Us that your Entry is original as referred to above, and that you have all necessary rights and consents, including exchange control approval where required, to provide the Entry and to grant to each of Us the rights set out in these Official Rules, as well as having the consent of any person identified, depicted, or referred to in your Entry. If lawful in your jurisdiction, you will indemnify and hold Us each harmless for any breach of these provisions.

By entering the Contest, you agree that if selected to participate you may be contacted by Us, Our agents, or our Program partners in relation to the Contest and/or the Program; you agree to provide reasonably requested documents in support of your Entry, including signed releases and consent forms and documents related to eligibility as required by Us; you grant Us the right to process your personal data in accordance with the Privacy Policy and any supplementary privacy terms applicable to the Program you are entering; you agree to take part in any publicity that occurs as a result of the Contest and/or the Program; and you agree to be filmed, photographed, and otherwise recorded (including your voice, image, likeness, performances, etc.) during the Contest and Program, including statements about the



Contest, the Program, Us and the Winners' activities, experiences and opinions, and that We may use such recordings for any and all promotional or other purposes in any and all media worldwide in perpetuity – Winners will have no rights over such materials.

General Liability Release

Save as may be required by any applicable mandatory laws, the Program will be as referred to in these Official Rules and is, to the maximum extent permitted by law, provided as is with no express or implied warranty, condition, or guarantee. This Contest may be subject to mandatory local laws and regulations, including tax laws. Winners are each solely responsible for any taxes or social contributions applicable to or resulting from their undertaking of the Program, and We will have no obligation whatsoever for any related taxes or social contributions that may be payable.

Prior to acceptance into the Program, Entrants will be required to execute an agreement to confirm acceptance of the Official Rules and indemnify Us and waive Our liability in relation to the Program. We may require Winners to sign and return a declaration or affidavit of eligibility (determined at Our discretion), a liability release, confidentiality agreement, and a publicity release permitting Us to use their name, image, and Entry in promotional materials, where permitted by law. Refusal or inability to sign and return any requested declaration, affidavit or other document referred to in these Official Rules within two (2) calendar days of receipt may result in disqualification and selection of a Reserve for that position in the Program.

Entering the Contest and/or participation in the Program is at each Winner's own risk, and health and safety is the Winner's own responsibility. By entering the Contest, Entrants confirm they are in sufficient health condition to take part in the Program and to carry out the activities mentioned under the "Program" section above.

By entering the Contest, Entrants release the Released Parties from any liability whatsoever, on any theory, and waive, to the maximum extent permitted by applicable law, all claims and causes of action arising from or related to the Contest, its administration and/or participation in the Program (including any travel or activity related thereto). However, nothing in these Official Rules limits or excludes any person's or entity's liability for death or personal injury caused by their negligence, or fraud, or any other liability which may not as a matter of law be limited.

In relation to Entrants who are ordinarily resident in Germany, Austria, and Belgium, the following General Liability Release applies instead of the paragraph immediately above: By entering this Contest, Entrants release the Released Parties from any liability whatsoever, on any theory, and waive all claims and causes of action arising from or related to the Contest, its administration and/or participation in the Program. However, nothing in these Official Rules limits or excludes the liability of the Released Parties for damage from injury to life, body or health due to their negligent breach of duty; intentional or negligent breach of duty by a legal representative or a person used to perform an obligation of a Released Party; or other damage arising from an intentional or grossly negligent breach of duty by a legal representative or a person



used to perform an obligation of a Released Party.

Personal Data

In order to administer the Contest, We need to collect, review, and store your personal data (e.g. name, contact details, and Entry) ("**Contest Personal Data**"). The provision of Contest Personal Data is obligatory. If you fail to provide the Contest Personal Data, you will not be able to participate in the Contest or the Program. The purpose of processing of the Contest Personal Data is to enable Us to perform Our obligations under these Official Rules.

We will process the Contest Personal Data as controllers in order to perform Our obligations under these Official Rules (including for the purpose of administering the Contest, compiling the shortlist, and selecting the Winners and Reserves) and, where permitted by law, for Our legitimate interests (e.g. marketing and promotional purposes in relation to the Program). We may share the Contest Personal Data with Slow Food, UNISG, the judging panel, and third party providers for the purpose of Contest and Program administration.

You hereby recognize, accept, and confirm that the purpose, nature, period, and extent of any such use of personal data are required in order for Us to administer the Contest and are therefore a necessary condition of the Contest. Moreover, you acknowledge that, if you are shortlisted, We may perform, at our sole discretion, background and/or verification checks on the information you have provided in order to ascertain or confirm your eligibility to participate in the Contest and, if applicable, to take part in the Program. In some jurisdictions, your written consent might be required to process your Personal Data. In these circumstances We will request such consent.

In some circumstances, We may need to ask you to provide Us or Our partners with additional personal data (e.g. to demonstrate medical fitness for the relevant activities). In these circumstances, We, or Our partners, will ask for your consent to the processing of such personal data, and if necessary, to share such personal data with third party providers. If you are asked to provide such additional personal data, this sensitive personal data will not be considered Contest Personal Data and will be controlled entirely by a third party, not by Airbnb, and Airbnb will not have any access to it whatsoever.

For more information on how Airbnb processes your Personal Data, on data retention periods and on Winners' rights concerning their Personal Data, please see our privacy policy at <u>https://www.airbnb.com/terms/privacy_policy</u>, which applies to you as an Airbnb user.



General

Governing Law and Jurisdiction

- If you reside in the United States, these Official Rules will be interpreted in accordance with the laws of the State of California and the United States of America, without regard to conflict-of-law provisions. Judicial proceedings (other than small claims actions) must be brought in state or federal court in San Francisco, California, unless We both agree to some other location. You and We both consent to venue and personal jurisdiction in San Francisco, California.
- If you reside in China, these Official Rules will be interpreted in accordance with the laws of China ("China Laws"). Any dispute arising from or in connection with this Agreement shall be submitted to the China International Economic and Trade Arbitration Commission (CIETAC) for arbitration in Beijing which shall be conducted in accordance with CIETAC's arbitration rules in effect at the time of applying for arbitration, provided that this section shall not be construed to limit any rights which Airbnb may have to apply to any court of competent jurisdiction for an order requiring you to perform or be prohibited from performing certain acts and other provisional relief permitted under China Laws or any other laws that may apply to you. The arbitration proceedings shall be conducted in English. The arbitral award rendered is final and binding upon both parties.
- If you reside in a country/region outside the United States and China, these Official Rules will be interpreted in accordance with Irish law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. The choice of law does not impact your rights as a consumer according to the consumer protection regulations in your jurisdiction. Judicial proceedings that you are able to bring against Us arising from or in connection with these Official Rules may only be brought in a court located in Ireland or a competent court in your jurisdiction. If Airbnb wishes to enforce any of its rights against you as a consumer, it may do so only in the competent courts in your jurisdiction.

Cancellation, suspension, modification

Entrant acknowledges that, subject to applicable law and any approvals that may be required, We may cancel, suspend, modify or terminate the Contest if We consider it necessary or appropriate to do so for reasons or circumstances which are beyond Our reasonable control. Such reasons or circumstances shall include but are not limited to: fire, storm, flood, earthquake, explosion, war, invasion, rebellion, sabotage, epidemic, labour dispute, any action or threatened action endangering air travel, and any act, or omission (including laws, regulations, disapprovals, or failures to approve) of any third person (including subcontractors, customers, governments, or government agencies). Furthermore, Entrant waives and releases the Released Parties from any and all claims and causes of action arising from or related to any such cancellation,



suspension, modification, or termination, to the fullest extent permitted by applicable law and no transfer, refund, cash redemption, substitution, cash equivalent, or replacement of the Program by any Entrant or Winner is permitted.

The Contest is void where prohibited. If any provision or part-provision of these Official Rules is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Official Rules. To the maximum extent permitted by applicable law, We may suspend, modify, or terminate the Contest if We believe, in Our sole discretion, that malfunction, error, disruption, or damage is impairing or will impair the administration, security, fairness, integrity, or proper conduct of the Contest, in which case the Winners will be selected from the eligible Entries received that were unaffected by the problem, if possible, or as otherwise deemed fair and appropriate by Us.

Country-specific terms

If a Winner is a resident of Italy, please note that this Contest does not constitute a contest under the provisions of the Italian D.P.R. 430/2001. Winners are selected on the basis of their personal aptitude for the Program and consequently the exception described under Article 6, par. 1, letter a) of the above mentioned decree shall apply.

If a Winner is a resident of Sweden, they must provide their social security number upon request to enable Us to notify the Swedish Tax Authority.

If a Winner is a resident of Canada (excluding Québec), they will be required to correctly answer a time-limited mathematical skill-testing question before being offered a position on the Program. Failure to correctly answer the skill-testing question will result in the Winner being deemed ineligible for the Program.
