



## Unique Airbnb Fund Contest Official Rules

**NOTICE (14 April 2020):** In light of the developing news around COVID-19, we thought long and hard about the best way to prioritize entrants' health and safety, as well as supporting the ability to comply with the various local shelter in place and social distancing rules imposed around the world. While we will continue to examine the global feasibility of carrying out the efforts of the Unique Airbnb Fund, we have decided to suspend the Fund at this time and are hopeful to be able to reopen entries in 2021. Please check back for updates and thank you for your understanding.

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Last updated: 10 March 2020

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR LIKELIHOOD OF WINNING. LUCK AND CHANCE PLAY NO PART IN THIS CONTEST. THE CONTEST IS NOT A TRIAL FOR PURPOSES OF OBTAINING EMPLOYMENT WITH AIRBNB.

When you enter this Contest, 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 Airbnb makes translations of these Official Rules available, the English version shall prevail in the event of any inconsistency.

**Sponsor:** “**Airbnb**” is the sponsor of this Contest and offering the Unique Airbnb Fund Contest (“**Contest**”). 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.

This Contest is in no way sponsored, endorsed or administered by, or associated with any social media platform (including without limitation Facebook, Instagram, Snapchat, Twitter, TikTok or YouTube). You hereby release all social media platforms from any and all liability to the fullest extent permitted by law. Any questions, comments or complaints regarding this Contest must be directed to Airbnb only, and NOT to any social media platform.

“**Country/Region of Residence**” is determined by either your express selection in your Entry (as defined below), which may be verified by Airbnb, or by Airbnb’s assessment of Your residence using various data attributes associated with your browser or IP address. 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



Airbnb has established a fund dedicated to making the creative, unusual and unique home-sharing space/listing ideas of aspiring Airbnb hosts and design enthusiasts a reality. The aim of this Contest is to identify, through an application and judging process, ten (10) people (each individually a “Winner”; collectively, “Winners”) who will each receive a grant of up to USD \$100,000 (“Prize”). The sole purpose of the Prize is to enable each Winner to carry out their plans of creating a unique space in their home or on their property, with the intention that upon completion, guests will have the opportunity to experience the space by booking it on Airbnb (“Space”). Payments of the Prize will be made to Winners in three (3) phases of approximately USD \$33,333 upon their individual completion of thematic, design and construction milestones, with a total payment of USD \$100,000 to be awarded to Winners who complete all thematic, design and construction milestones (as more fully set forth below).

Eligible individuals (“Entrants”/“You”), who at all times comply with the eligibility conditions provided below, may enter the Contest from 12:00am Eastern Standard Time (“EST”) (06:00am Central European Time (“CET”)) on 10 March 2020 until 11:59pm EST on 15 April 2020 (5:59am CET on 16 April 2020) by following the process outlined below. Entries must be submitted by following the process outlined in these Official Rules and be received by the close of the Contest to be eligible. Entries received after 11:59pm EST on 15 April 2020 (5:59am CET on 16 April 2020) or submitted by any other means will not be taken into consideration and will be automatically disregarded.

### **The Prize**

A total of ten (10) Entrants will be selected to receive the Prize. Each Winner will receive a monetary grant in the amount of USD \$100,000, subject to the Prize distribution requirements listed below, and less any tax required to be withheld in the Winner’s Country/Region of Residence. **Unless Airbnb is required by Winner’s Country/Region to withhold and pay the income tax withholding amount levied against the Prize, Winners will be responsible for all taxes (income and withholding) associated with acceptance and use of the Prize and Winners should take this into consideration when creating a budget for the Space. Winners should be sure to obtain the services of a tax consultant. Airbnb will have no obligation whatsoever for any related taxes or social contributions that may be payable in connection with the Prize if it is not required for Airbnb to withhold as stated above.**

Prize distribution requirements are intended to ensure that all funds are utilized for the sole purpose of creating the Space. Distribution of the Prize will occur in three (3) phases:

- **Thematic Design Phase:** Each Winner will receive USD \$33,334 on or before 15 June 2020 for use in designing and constructing the Space. (“**First Milestone Payment**”).
- **Design Development Phase:** Winners who meet the distribution requirements listed below and on a date no later than 15 August 2020, will receive a second milestone payment of USD \$33,333 (“**Second Milestone Payment**”). To receive the Second Milestone Payment, a Winner must provide documentation in the form of video, photos or written explanation that show completion of the Space’s exterior and interior blueprint and/or structural design (“**Second Milestone Materials**”). Specific details of the required Second Milestone Materials will be provided to Winner by Airbnb.
- **Construction Documentation Phase:** Winners who meet the distribution requirements listed below and on a date no later than 15 October 2020, will receive a third and final milestone payment of USD \$33,333 (“**Third Milestone Payment**”), amounting to the full Prize award of USD \$100,000. To receive the Third Milestone Payment, a Winner must provide documentation in the form of receipts, video, photos and explanation that demonstrate completion of the Space’s exterior and interior build and decoration (“**Third Milestone Materials**”). Specific details of the required Third Milestone Materials will be provided to Winner by Airbnb.



The Prize does NOT include the following, all of which must be provided by Winner:

- Insurance coverage (for example, homeowner’s insurance, construction or building insurance).
- Assistance with the procurement of any or all property, materials, permits, approvals, architects, designers, contractors, or other aspects that may be required to complete any aspect of the Space.

As a Winner, You will be limited to using the Prize for the sole purposes of designing, remodeling, and/or constructing the Space. Also, as a Winner, You agree to make the Space exclusively available, at a fair market fee, on the Airbnb platform for a period of no less than twelve (12) months following the completion of the Space.

Entering the Contest and/or participation in the Prize is at the Winner’s own risk. By entering the Contest, Entrant is able to take part in the Prize and to carry out the activities, and comply with the time constraints in the “Prize” section above.

Only the Winners will be entitled to the Prize, subject to compliance with these Official Rules. No substitutions or transfers are permitted by Winners. Unforeseen or changed circumstances impacting a Winner’s ability or availability to take part in the Contest or carry out the requirements necessary to participate in the Contest will result in disqualification. The total value of the Prize is approximately USD \$100,000 (or the equivalent in local currency). No difference between the approximate and actual Prize value will be provided.

### **Eligibility**

Entrants must be individuals of legal age of majority in their jurisdiction of residence (and at least aged eighteen (18) or older) and have one of the following as their Country/Region of Residence: Argentina, Austria, Australia, Belgium, Canada excluding the Province of Quebec, Chile, mainland China, Denmark, France, Germany, Hong Kong, Ireland, India, Japan, Malaysia, Mexico, Netherlands, New Zealand, Norway, Portugal, Russia, Singapore, South Africa, South Korea, Spain, Sweden, Switzerland, Taiwan, Thailand, UK, and US. **If You are not a resident of one of these Countries/Regions, You are not eligible to enter or participate in the Contest.**

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

1. Speak at least an intermediate (conversational) level of English;
2. Be a private property owner in possession of, or with the ability to obtain possession of, all building and/or construction permits and approvals (if required in Your locality); and
3. Agree to obtain and maintain appropriate insurance coverage to protect the renovation, build, and/or construction of the Space.

The following are not eligible: Airbnb’s directors, officers, employees, independent contractors, advertisers and agents, including those of subsidiaries or affiliates (collectively with Airbnb, “**Released Parties**”), and the members of their immediate families (including without limitation to their spouse, partner, housemates, children, parents, siblings, grandparents, and grandchildren, regardless of where they reside) or households, whether or not related.

### **How to enter**

To enter the Contest, You will need to:

1. Go to the <https://www.airbnb.com/uniquefund> page (“Site”);
2. Click on the “Apply now” button;
3. Accept these Official Rules; and
4. Complete and submit the application form by providing all required personal and contact details, submitting a personal essay, and answering all mandatory questions in English (“Entry”).



You can only win one Prize. Multiple Entrants are not permitted to share the same email address. Any attempt by any Entrant to obtain more than the stated number of Entries by using multiple/different email addresses, identities, accounts and logins, or any other methods will void that Entrant's Entries and that Entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification.

You represent that You are at least eighteen (18) years old at the time You enter and reside in an eligible Country/Region of Residence. By entering, You agree that the Winner will be selected from all complete Entries received from Entrants. Entrants acknowledge that, if selected, Your entitlement to the Prize will be individual.

Except in the event (i) of gross negligence or willful intent by Airbnb or (ii) Airbnb has breached its obligations whether legal or contractual or (iii) where it is otherwise prohibited by law: Released Parties are not responsible for (a) lost, late, incomplete, damaged, inaccurate, false, stolen, delayed, misdirected, undelivered, or garbled Entries, email or mail; (b) computer or network problems, problems with servers, problems with email accounts; (c) the failure to receive any Entry for any reason whatsoever which are beyond their reasonable control; or (d) 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 Prize or the Winners, or in any Contest-related materials.

You have made and will make certain representations and warranties to Airbnb in entering the Contest, which Airbnb relies on the accuracy and truth of in administering the Contest. Should Airbnb become aware of any fraud, deceit, or similar action undertaken in connection with the Contest or otherwise, or any act or omission which Airbnb considers might have an adverse effect on the Contest or on Airbnb's reputation, Airbnb reserves the right in Airbnb's absolute discretion, without notice to You and/or without giving reasons, to disqualify Your Entry from the Contest.

### **Contest Administration and Entry Selection**

The Winners will be selected by a panel ("**Judging Panel**") comprised of three (3) members ("**Judges**").

The potential Winners, along with five (5) runner up reserves ("**Reserves**"), will be chosen entirely on merit, based on the criteria set out below ("**Selection Criteria**"):

- 25% Creativity: Evaluation of this element includes, but is not limited to, the creativity and uniqueness of the design.
- 25% Feasibility: Evaluation of this element includes, but is not limited to, whether the design is financially and/or logistically feasible, and whether the project is reasonably likely to be completed within the required timeframe and proposed budget.
- 25% Sustainability: Evaluation of this element includes, but is not limited to, the design's incorporation of environmentally sustainable attributes and consideration of offsetting environmental concerns.
- 25% Social Good: Evaluation of this element includes, but is not limited to, the proposed Space's contribution to the social good of the community and/or the prospective guests.

To evaluate the Selection Criteria, Entrants applications must accurately demonstrate the following:

1. Entrant is the owner of the private property and either:
  - has an existing listing on Airbnb that requires renovation work that the Prize can bring to completion;
  - has an improvement project in progress where the Prize would reasonably aid in developing the unique qualities of the property or space and bring the project to completion, or
  - at the time of application, has plans for a unique space that is only at an idea stage and the Prize would be enough to see the project completed.



2. A proposed design that:
  - incorporates one-of-a kind and totally unique design elements and characteristics;
  - incorporates an unusual and/or surprising shape or style;
  - incorporates environmentally conscious and sustainable elements;
  - is inspired by everyday objects, animals, or places that are easily recognizable and interesting; and/or
  - includes an interior design that reflects the exterior design aesthetic (for example, if the exterior resembles a potato, then the interior design includes walls that look like potato starch).
3. If selected as a Winner, Entrant is realistically capable of carrying out and completing the Space with the aid of the Prize no later than 15 December 2020.
4. Entrant has obtained or will be able to obtain, and has received approval or will be able to receive approval of, all necessary construction and/or building permits to carry out the designs if required in their jurisdiction.
5. Entrant is willing and able to provide an opportunity for the proposed Space to contribute to social good by either allowing charitable stays or donations.
6. If requested by the Judging Panel, Entrant is willing and able to submit design plans, drawings, mock-ups, photographs, video and/or other materials to provide the Judging Panel with a comprehensive understanding of Entrant's idea.

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 by applying the Selection Criteria to the Entry submitted. In the event of a tie, an additional "tie-breaking" Judge will determine the potential Winner(s) from among the tied Entries. Except where prohibited by law, if in the opinion of the Judging Panel no suitable Entries are received, then Airbnb may cancel, extend, or repeat the Contest in Airbnb's sole discretion. Winning will depend on the Entrant's skill in satisfying the Selection Criteria. Airbnb will not reveal the judging scores for any Entry. Judgement is deemed to take place in the territory of the United States of America.

To the extent permitted by applicable law, Airbnb may, in Airbnb's discretion, conduct verification and background checks, which may include civil and/or criminal, of the information You provide to Airbnb, and on any other element which Airbnb may deem as relevant to Your application to the Contest. By entering the Contest, Entrants expressly acknowledge and agree that, if they are selected as a Winner, they may be required to provide further information about themselves prior to be deemed an official Winner, for example:

1. written confirmations or proof of eligibility, including proof of a valid passport or EU ID card, Country/Region of Residence, and current age;
2. Prove absence of any contractual obligations restricting or prohibiting the ability to appear in media and marketing content during or after the Contest; and
3. Consent in writing to a background check.

#### **Notification/Requirements and Announcement of the Winner**

The potential Winner(s) will be selected by 15 May 2020 and will be notified within two (2) calendar days by email to the address provided in their Entries. The potential Winner(s) must:

1. Reply to the initial Winner Notification email within one (1) day of such email being sent to the Winner;
2. Sign and return the English language declaration or affidavit of eligibility (determined at Airbnb's discretion), a liability release, confidentiality agreement, and a publicity release permitting Airbnb to use their name, image, and Entry in promotional materials, where permitted by law, all within the time period stated by Airbnb.
3. Winner must commit in writing to completing the Space in a manner reasonably consistent with the details and materials submitted in Winner's Entry, and carry out the build of the Space in compliance with all



- relevant residential building and construction permits, codes, regulations and laws;
4. Register as an Airbnb Host on [www.airbnb.com](http://www.airbnb.com), including agreeing to Airbnb's Terms of Service ([www.airbnb.com/terms](http://www.airbnb.com/terms)). Establishing an account with [www.airbnb.com](http://www.airbnb.com) and registering as an Airbnb Host is free; and
  5. Upon completion of the Space, offer guests, including press and influencers, the opportunity to reserve, book, and stay in the Space exclusively on Airbnb for no less than twelve (12) months following completion of the Space.

If a notification is returned as undeliverable, or a potential Winner is determined to be ineligible or fails to comply with all mandatory terms and timelines as set forth in the Official Rules, Airbnb may, at Airbnb's discretion, disqualify the Winner from the Contest at which time a Reserve Winner will be notified. A Reserve Winner will be required to comply with all requirements imposed on Winners.

In the event of a dispute about the identity of a Winner who entered on their own behalf, Airbnb 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. Airbnb 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 Contest and Prize fulfillment, that they will cooperate with Airbnb, the Contest logistical team, and any other advisors or partners of the Contest, and that they will be available throughout the Contest and Prize fulfillment process. Winners agree they will not by any act or omission do anything which might bring Airbnb into disrepute. Winners acknowledge that breach of this representation may result in the immediate termination of their participation in the Contest, immediate ineligibility to receive any additional Prize distributions, and/or the immediate repayment to Airbnb of part or all of the Prize.

### **Prohibited Content**

The Entry 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. Airbnb reserves the right to disqualify any Entrant who violates these prohibitions or any other provision of these Official Rules, or whose Entry is deemed inappropriate for any reason by Airbnb.

### **Licenses and Permissions**

By submitting an Entry, You grant to Airbnb 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 right and license to transform, edit, modify, reproduce, distribute, sub-license, transmit, publish, communicate to the public, broadcast, perform, display, or otherwise use Your Entry and/or other content submitted as a part of the Contest, including but not limited to if a Winner, the Second and/or Third Milestone Materials, and/or photographs, and/or video of You and/or the completed Space (collectively, "**Contest Materials**"), in whole or in part, with or without modifications, in any form or medium (including internet, any printed medium distributed via press, video production, billposting, point of sale advertising, flyers, leaflets, etc.), whether now existing or later developed, for any purpose, including entertainment, promotional and/or advertising. Except where prohibited by law, You agree in Airbnb's favor to waive and not to assert or invoke any so-called moral rights in relation to the Contest Materials (including the right to be



identified as the creator of the Space and the right to object to derogatory treatment of the Entry or the Space). By entering, You guarantee and warrant to Airbnb 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 Contest Materials and to grant to Airbnb the rights set out in these Official Rules, as well as having the consent of any person identified, depicted, or referred to in Your Contest Materials. If lawful in Your jurisdiction, You will indemnify and hold Airbnb and the Released Parties each harmless for any breach of these provisions.

By entering the Contest, You agree, that if selected as a Winner that You may be contacted by Airbnb, Airbnb's agents, or Airbnb's partners in relation to the Contest, the Prize and/or the Space; 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 Airbnb; You grant Airbnb the right to process Your personal data in accordance with the Privacy Policy and any supplementary privacy terms applicable to the Contest You are entering; You agree to take part in any publicity that occurs as a result of the Contest, the Prize, and/or the Space; and You agree that Airbnb may use Your name and/or sobriquet and You agree to be filmed, photographed, and otherwise recorded (including Your voice, image, likeness, performances, etc.) during the Contest and/or the building and completion of the Space, including Your making of statements about the Contest, the Prize, Airbnb and Your activities, experiences and opinions about Airbnb and/or with respect to the Prize, and that Airbnb may use such recordings for any and all promotional or other purposes in any and all media worldwide in perpetuity – the Winners will have no rights over such materials.

### **General Liability Release**

Save as may be required by any applicable mandatory laws, the Prize 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.

**The Winner will be required to execute an agreement to confirm acceptance of the Official Rules and indemnify Airbnb and the Released Parties and waive and release Airbnb's liability and the Released Parties' liability in relation to the Contest, the Prize, and construction and design defects arising out of or related to Winner's Space.** Airbnb may require the Winner to sign and return a declaration or affidavit of eligibility (determined at Airbnb's discretion), a liability release, confidentiality agreement, and a publicity release permitting Airbnb 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 from redeeming the Prize.

By entering the Contest, You 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 distribution of the Prize (including any travel or activity related thereto). You acknowledge that the Judging Panel will be judging design originality and aesthetics only. You are solely responsible for ensuring the feasibility and soundness of the structural design, and not the Judging Panel, Airbnb, or the Released Parties. 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 residents 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 Contest.

### **Personal Data**



In order to administer the Contest, Airbnb needs to collect, review, and store Your personal data (e.g. name, contact details, and Entry) if You win (“**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 redeem the Prize. The purpose of processing the Contest Personal Data is to enable Airbnb to perform Our obligations under these Official Rules.

Airbnb will process the Contest Personal Data as controllers in order to perform Airbnb’s obligations under these Official Rules (including for the purpose of administering the Contest and selecting the Winner) and, where permitted by law, for Airbnb’s legitimate interests. Airbnb may share the Contest Personal Data with the Judging Panel and third-party providers for the purpose of Contest and Prize 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 Airbnb to administer the Contest and are therefore a necessary condition of the Contest. Moreover, You acknowledge that, if You are shortlisted, Airbnb may perform, at Airbnb’s 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 redeem the Prize. In some jurisdictions, Your written consent might be required to process Your Personal Data. In these circumstances Airbnb will request such consent.

In some circumstances, Airbnb may need to ask You to provide to Airbnb or Airbnb’s partners with additional personal data (e.g. to demonstrate medical fitness for the relevant activities). In these circumstances, Airbnb, or Airbnb’s 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 Airbnb’s privacy policy at [https://www.airbnb.com/terms/privacy\\_policy](https://www.airbnb.com/terms/privacy_policy), which applies to You as an Airbnb user, and the Unique Airbnb Fund privacy policy at [http://www.airbnb.com/d/unique\\_privacy](http://www.airbnb.com/d/unique_privacy).

## **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 You and Airbnb both agree to some other location. You and Airbnb 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 Airbnb 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.

### **Governing Language**

The Official Rules and other contest materials are provided in the English language. Translations from English into other languages are provided for Entrants as a courtesy only. You agree that proceedings to resolve disputes, if any, will be conducted in English.

### **Cancellation, suspension, modification**

Entrant acknowledges that, subject to applicable law and any approvals that may be required, Airbnb may cancel, suspend, modify or terminate the Contest if Airbnb considers it necessary or appropriate to do so for reasons or circumstances which are beyond Airbnb's 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.

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, Airbnb may suspend, modify, or terminate the Contest if Airbnb believes, in Airbnb's 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 Airbnb.

### **Country-specific terms**

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

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