

## **“Home With Open Arms” Airbnb Contest Official Rules**

Last updated: 1 October 2020

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 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 we make translations of these Official Rules available, the English version shall prevail in the event of any inconsistency.

### **Sponsors**

“**Partner**” means Bottomline Media Private Limited and Gauri Khan, with Bottomline Media Private Limited registered office at 101 Linkway, 14th Road, Khar West, Mumbai 400052

“**Airbnb**” means the sponsor of this 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 India, you are contracting with Airbnb India Private Limited, 241, Udyog Vihar Phase 1, Udyog Vihar, Sector 20, Gurugram, Haryana 122016.

Airbnb and Partner 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 person (“**Winner**”) who will win the Prize.

Eligible individuals (“**Entrants**”/“**you**”), who at all times comply with the eligibility conditions provided below, may enter the Contest from 12:30 pm IST on 18 November 2020 until 11:59 pm IST on 30 November 2020 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 11:59 pm IST on 30 November 2020 or submitted by any other means will not be taken into consideration and will be automatically disregarded.

### **The Prize**

One person (“**Winner**”) and one guest who is over 18 years of age will receive the following :

1. A one-night stay on 13 February 2021 in Gauri Khan's home, in Delhi, India. Check in time will be 12 pm on 13 February 2021; and check out time will be 12 pm on 14 February 2021. No extension of check-out time will be permitted.
2. Return economy class flights to Delhi for residents currently residing outside of Delhi. If the Winner is a resident of Delhi, appropriate transport will be arranged by Airbnb. The Winner and their guest must travel together on the same itinerary. All travel arrangements will be made by the Sponsors' agent on airline(s) or other transportation (as applicable) of the Sponsors' choice.
3. Lunch and dinner on the check in date and breakfast before departure. Restaurant and travel choices will be at Sponsor's discretion.
4. The date of the stay is subject to the travel restrictions, if any, imposed as part of any guidelines issued by the Government of National Capital Territory or the Central Government, owing to the COVID19 Situation.

NOT included in the Prize:

- Ground transfers from the Winner's home to/from their airport or train station from a city of departure/arrival (except Delhi)
- Any personal expenses
- Travel insurance

Only the Winner will be entitled to the Prize, subject to compliance with these Official Rules. No substitutions or transfers are permitted, unless decided by Us in relation to the Reserves. Unforeseen or changed circumstances impacting a Winner's ability or availability to take part 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 identified India as their Country/Region of Residence. **If you are not a resident of India, you are not eligible to enter or participate in the Contest.**

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

1. Hold a government recognised identity card or a passport that will remain valid through 6 months from the end of prize travel;
2. Hold or be entitled to any authorisation required to travel to Delhi to redeem the Prize;
3. Be available and willing to travel to Delhi, India to be there on 13 February 2021, including all return travel time and the stay.; and
4. Be in sufficient physical condition to participate in the Prize and 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).

### **How to enter**

To enter the Contest, you will need to:

1. Go to the <https://www.airbnb.com/homewithopenarms> page (“**Site**” );
2. Click on the “Apply now” button;
3. Accept these Official Rules;
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 enter once and you represent that you are at least 18 years old at the time you enter and reside in India. By entering, you agree that the Winner will be selected from all complete Entries received from eligible entrants. Entrants acknowledge that, if selected, your entitlement to the Prize will be alongside one more person (“Guest”) over the age of 18 years, who can accompany you for this stay.

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 Winner, or in any Contest-related materials.

The Winner and their Guest must provide proof of valid and adequate insurance coverage with a primary insurance company for the duration of the travel required to redeem the Prize, including transit, covering third party liability and sickness or injuries suffered during the trip, the adequacy of which shall be determined by Us at Our discretion.

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 disqualify your Entry from the Contest.

### **Contest Administration**

The Winner will be selected by a panel (“**Judging Panel**”) comprised of three (3) members (“**Judges**”):

- One representative of Partner;
- One representative of the Airbnb team; and

- One independent member.

The Entries will be shortlisted on behalf of Airbnb and the Winner will be chosen entirely on merit, based on the criteria set out below (“**Selection Criteria**”):

- 25% Hospitality: What does hospitality mean to you? How warm is it?
- 25% Originality: How much does it surprise us? How much does it delight us?
- 50% Relevance: How much does it reflect the spirit of belonging that Airbnb is known for.

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 the Winner cannot 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, including that of any Guest You are permitted to share the Prize with. By entering the Contest, Entrants expressly acknowledge and agree that, if they are selected as the Winner, they and their Guest 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 Aadhar card, Country/Region of Residence, and current age;
- travel authorization required to claim the Prize;
- absence of any contractual obligations restricting or prohibiting the ability to appear in media and marketing content during or after the Contest;

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

The Winner will be selected by 15 December 2020 and will be notified within one (1) calendar day of being contacted by email to the address or telephone call to the number provided in their Entry. The Winner must accept the Prize within one (1) calendar day. Within two (2) calendar days of accepting the Prize, the Winner must also sign and return the English language release forms and waivers as required by these Official Rules, if any, 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 of the Winner 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.

You and your guest represent that You will each behave as good citizens and comply with all applicable laws and regulations during the stay, including during travel to and from Delhi, India, and that You will each cooperate with Airbnb, the Contest logistical team, and Partner. You and your guest agree that You will each not by any act or omission do anything which might bring Airbnb or its partners into disrepute. You each acknowledge that a breach of this representation may result in the immediate termination of Your entitlement to the Prize.

### **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, and if applicable on behalf of any guest that You are permitted to share the Prize with (who may in any event be required to confirm in writing), that if selected you may be contacted by Us, Our agents, or our partners in relation to the Contest and/or the Prize; 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 Contest you are entering; you agree to take part in any publicity that occurs as a result of the Contest and/or the Prize; and you agree to be filmed, photographed, and otherwise recorded (including your voice, image, likeness, performances, etc.) during the Contest and Prize, including statements about the Contest, the Prize, Us and the Winner's or guest's 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 – the Winner 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 is solely responsible for any taxes or social contributions applicable to or resulting from their undertaking of the Prize, and We will have no obligation whatsoever for any related taxes or social contributions that may be payable.

**The Winner and their guest will be required to confirm acceptance of the Official Rules and indemnify Us and waive Our liability in relation to the Contest and the Prize.** We may require the Winner and their guest 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 from redeeming the Prize.

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

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 redemption of the Prize (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.

### **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), as well as that of your guest 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 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 and selecting the Winner) and, where permitted by law, for Our legitimate interests (e.g. marketing and promotional purposes in relation to the Contest). We may share the Contest Personal Data with Partner, 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 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 redeem the Prize, including that of any guest You are

permitted to share the Prize with 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 [https://www.airbnb.com/terms/privacy\\_policy](https://www.airbnb.com/terms/privacy_policy), which applies to you as an Airbnb user.

## **General**

### **Governing Law and Jurisdiction**

- If you reside in India, these Official Rules will be interpreted in accordance with Indian law. 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 Prize 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 Winner

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.