



## Athlete Travel Grant Terms and Conditions

Last updated: April 19, 2021

NO PURCHASE OR PAYMENT NECESSARY TO APPLY. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR LIKELIHOOD OF BEING SELECTED TO RECEIVE THE AWARD.

When you submit an application for the Athlete Travel Grant (the “**Programme**”), you agree with these terms (“**Terms and Conditions**”). Please see the “Governing Law and Jurisdiction” section below for information about the applicable law and jurisdiction that govern these Terms and Conditions. If We make translations of these Terms and Conditions available, the English version shall prevail in the event of any inconsistency.

### Sponsor

The sponsor of the Programme is the International Olympic Committee (“**IOC**”).

The provider of the Award is “**Airbnb**” which refers to the below entity based on your country of residence:

- If your country 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 of residence is the People’s Republic of China (which for purposes of these Terms and Conditions does not include Hong Kong, Macau and Taiwan) (hereinafter “**China**”), you are contracting with Airbnb Internet (Beijing) Co., Ltd. (“**Airbnb China**”).
- If your country of residence is Japan, you are contracting with Airbnb Global Services Limited (“**Airbnb GSL**”).
- If your country 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.

The International Paralympic Committee (“**IPC**”) will support the IOC and Airbnb in administering the Programme.

The IOC, IPC, and Airbnb are referred to collectively as “**We**” or “**Us**” or “**Our**”.

Even though the Programme may be advertised on social media, this Programme 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 Programme must be directed to Us, and NOT to any social media platform.

### The Programme

The aim of the Programme is to provide accommodation support up to 500 eligible athletes selected by the IOC (“**Recipients**”). Accommodation support will be provided in the form of a



promotional credit (“**Athlete Travel Support Credit**”) from Airbnb which can be applied towards Airbnb stays having a value of USD \$2,000 (the “**Award**”).

### **Award Restrictions**

Athlete Travel Support Credit must be delivered to a valid Airbnb Account in the name of the Recipient selected to receive the Award. Individuals who are not eligible to create an Airbnb Account or receive Athlete Travel Support Credit from Airbnb pursuant to the Airbnb Terms of Service (available at <https://www.airbnb.com/terms>) are not eligible to receive the Award, even if satisfying all other eligibility criteria. Athlete Travel Support Credit may only be applied towards the cost of accommodations booked by the applicable Recipient on Airbnb in association with training, medical, or competition-related travel, and is not intended for non-sport related personal use. Athlete Travel Support Credits will expire 12 months from the date the Athlete Travel Support Credit is issued. Athlete Travel Support Credits may not be transferred. Additional terms apply, see Athlete Travel Support Credit Terms and Conditions for details.

### **Eligibility**

The Programme is open to Applicants who are aged 18 or over, and who are otherwise eligible to create an Airbnb Account and receive Athlete Travel Support Credit from Airbnb.

Moreover, to be eligible for the Programme, Applicants must complete the Application in full, and be/have:

1. Currently competing under an IOC or IPC recognized federation within a sport that is part of the official programme of the [Olympic Games Tokyo 2020 / Beijing 2022 / Paris 2024](#) or [Paralympic Games Tokyo 2020 / Beijing 2022 / Paris 2024](#).
2. Competed at an elite level as defined by the IOC and IPC, including competing at one of the following levels during the previous 40 months:
  - a. Olympic/Paralympic Games
  - b. World Championship
  - c. World Cup
  - d. Continental Championship
    - i. European championships
    - ii. Pan American championships
    - iii. Asian Championships
    - iv. African Championships
  - e. Tokyo/Beijing Olympic Qualifier
  - f. Tokyo/Beijing Paralympic Qualifier
  - g. Youth Olympic Games
3. Not currently serving sanctions for a contravention of the Olympic Charter or the IPC Handbook, any doping-related offense or any other act against the integrity of sports competitions (e.g. match fixing).
4. Legally eligible to create an Airbnb account and receive Athlete Travel Support Credits from Airbnb. Airbnb users must be 18+ years of age. Athlete Travel Support Credits



cannot be issued to residents of countries subject to sanctions by the United States Treasury Department's Office of Foreign Asset Control.

The following are not eligible to apply to the Programme: directors, officers, employees, independent contractors, advertisers and agents, including those of subsidiaries or affiliates of Airbnb, the IOC, and the IOC (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 Apply**

Eligible individuals ("**Applicants**"/"**you**"), who at all times comply with the eligibility conditions provided above, may apply for the Programme from 12am PDT on 19 April 2021 until 11:59pm PDT on 14 May 2021 by submitting a complete application ("**Application**") including all mandatory information. Applications must be submitted by following the process outlined in these Terms and Conditions and be received before the deadline provided above to be eligible. Applications received after 11:59pm PDT on 14 May 2021 or submitted by any other means will not be taken into consideration and will be automatically disregarded.

You can only apply once and you represent that you are at least 18 years old at the time you enter and are eligible to receive the Athlete Travel Support Credit should be selected as a Recipient. By entering, you agree that the Recipient will be selected from all complete Applications received from eligible Applicants. Applicants acknowledge that, if selected: (i) your entitlement to the Award will be individual, (ii) the Award may not be transferred; and (iii) you will not be eligible to win the Award in future years.

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 Application for any reason whatsoever which are beyond their reasonable control; or (iii) for any other errors of any kind relating to the Programme, whether mechanical, technical, network, printing, typographical, human, or otherwise, including administration errors or problems affecting the administration of the Programme, the processing or reviewing of entries, the announcement of the Recipient, or in any Programme-related materials.

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

### **Programme Administration**



Up to 500 Recipients will be selected from the Applications. Applications will be reviewed based on selection criteria designed by the IOC. All aspects of your Application will be considered as part of the evaluation, with a view to select the Applicants that best fulfil the ambitions of the Programme to support elite athletes in need and that reflect its global and universal nature. This includes the originality and quality of the personal statement You provide, as well as other criteria resulting from your application, in particular geography and sport you compete in.

Selected Applications must demonstrate in their personal statement:

- A description of athletic/Olympic/Paralympic goals and context on your journey.
- An explanation of how this grant would benefit your journey.
- Need for support.
- Excitement for the Olympic/Paralympic Movement as a whole.

Qualifying Applications will be reviewed based on the following criteria to determine final Recipients:

- Relevancy to the campaign
- Background and storytelling demonstrated in the personal statement
- Geographic and sport diversity
- Olympic Solidarity scholarship holder status

Applicants will be selected by members of the IOC, with administrative support by Airbnb and IPC. There will be a single selection process each year, and IOC selection decisions are final.

To the extent permitted by applicable law, We may, at Our discretion, conduct verification of the information You provide to Us, and on any other element which We may deem as relevant to your application to the Programme. By entering the Programme, Applicants expressly acknowledge and agree that, if they are selected as a Recipient, they may be required to provide further information about themselves in order to receive the Award, including as part of Airbnb's compliance screening process.

### **Notification/Announcement of the Recipient**

Recipients will be selected within 6-8 weeks of the Application close date. Each Recipient will be notified of such selection at the email address provided by Recipient as part of their Application.

We may publicly announce the names and/or their Country/Region of Residence of the Recipients within thirty (30) days of the close of the Programme, including through Airbnb, IOC and IPC social media channels such as Twitter and Facebook.

### **Prohibited Content**

You represent and warrant to Us that the contents of the Application(s) is accurate and does



not violate any laws, rules or regulations, or the rights of any third party.

Applications may **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 and void the Application of any Applicant who violates these prohibitions or any other provision of these Terms and Conditions, or whose Application We deem inappropriate for any reason, in Our sole discretion.

### **Licenses and Permissions**

By submitting an Application, 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 Application, 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 Application (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 Application is original as referred to above, and that you have all necessary rights and consents, including exchange control approval where required, to provide the Application and to grant to each of Us the rights set out in these Terms and Conditions, as well as having the consent of any person identified, depicted, or referred to in your Application. If lawful in your jurisdiction, you will indemnify and hold Us each harmless for any breach of these provisions.

By entering the Programme, you agree that if selected you may be contacted by Us, Our agents, or our partners in relation to the Programme and/or the Award (including in relation to publicity opportunities); you agree to provide reasonably requested documents in support of your Application, including documents related to eligibility as required by Us; you grant Us the right to process your personal data in accordance with the [IOC Privacy Policy](#), the [IPC Privacy Policy](#), the [Airbnb Privacy Policy](#), and any supplementary privacy terms applicable to the Programme you are entering.

### **General Liability Release**

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



By applying to the Programme, 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 Programme, its administration and/or redemption of the Award (including any travel or activity related thereto). However, nothing in these Terms and Conditions 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 Applicants who are ordinarily resident in Germany, Austria, and Belgium, the following General Liability Release applies instead of the paragraph immediately above: By entering this Programme, Applicants 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 Programme, its administration and/or redemption of the Award (including any travel or activity related thereto) 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 Programme, Airbnb needs to collect, review, and store certain of Your personal data collected through your Application ("**Programme Personal Data**"), and share the Programme Personal Data with the IOC and IPC, each organization acting as a separate controller. The provision of Programme Personal Data is obligatory. If you fail to provide the Programme Personal Data, you will not be able to participate in the Programme or redeem the Award. The purpose of processing of the Programme Personal Data is to enable each organization to perform its obligations under these Terms and Conditions.

The IOC and the IPC will process Personal Data for the purpose of selecting, verifying and approving the Recipients. Airbnb will process Personal Data for the purpose of delivering the Award and verifying eligibility for the Programme and compliance with Airbnb's rules and policies. 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, the IOC and the IPC to administer the Programme and are therefore a necessary condition of the Programme. Moreover, You acknowledge that Airbnb, the IOC, and the IPC may perform, separately and at each organization'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 Programme and, if applicable, to redeem the Award. If You have opted-in to this service or qualify for it according to the law, Airbnb, the IOC and the IPC will also separately process your Personal Data for marketing communications and promotional purposes in relation to the Programme.

The legal grounds supporting the respective processing of the Programme Personal Data by each organization for the purposes mentioned above are Airbnb's, the IOC's and the IPC's



legitimate interest, the necessity in order to process applications as well as where applicable Your explicit consent.

We may share the Programme Personal Data with third party providers for the purpose of Programme and Award administration. Some of the aforementioned third party providers may be based in countries that do not provide in their laws for a level of protection of Your privacy equivalent to that applied within the European Economic Area and the European Union. Before transferring data afforded GDPR-equivalent protections to such countries, each of Airbnb, the IOC and the IPC will implement safeguard mechanisms recognised by Swiss and European regulators.

Each of Airbnb, the IOC and the IPC will retain Programme Personal Data for no longer than necessary for the above-mentioned purposes and as authorised by applicable laws.

In cases where the EU General Data Protection Regulation (GDPR) applies, You have the right to lodge a complaint with a European Union supervisory authority, in particular, in the country of Your habitual residence, place of work or place of the alleged infringement.

For more information on how each organization processes your Personal Data and on Recipients' rights concerning their Personal Data, please see the Airbnb Privacy Policy at [https://www.airbnb.com/terms/privacy\\_policy](https://www.airbnb.com/terms/privacy_policy), the IOC Privacy Policy at <https://www.olympic.org/privacy-policy> and the IPC Privacy Policy at <https://www.paralympic.org/privacy>.

## **General**

### **Governing Law and Jurisdiction**

As between you and Airbnb, these Terms and Conditions will be interpreted in accordance with the governing law, venue, and dispute resolution terms provided in the Airbnb Terms of Service available at <https://www.airbnb.com/terms>.

As between you and the IOC, these Terms and Conditions will be governed and interpreted by the laws of Switzerland, without reference to any conflict of laws and any dispute which cannot be settled amicably shall be submitted to the exclusive jurisdiction of the Courts of Lausanne, Switzerland.

As between you and the IPC these Terms and Conditions will be governed and interpreted by the laws of Germany, without reference to any conflict of laws and any dispute which cannot be settled amicably shall be submitted to the exclusive jurisdiction of the Courts of Bonn, Germany.

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



Applicant acknowledges that, subject to applicable law and any approvals that may be required, We may cancel, suspend, modify or terminate the Programme 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, Applicant 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 Award by any Applicant or Recipient is permitted.

The Programme is void where prohibited. If any provision or part-provision of these Terms and Conditions 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 Terms and Conditions. To the maximum extent permitted by applicable law, We may suspend, modify, or terminate the Programme 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 Programme, in which case the Recipient 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.

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