

Airbnb Japan Sustainable Week Contest Official Rules

Last updated: 8 September 2021

NO PURCHASE OR PAYMENT NECESSARY TO ENTER. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR LIKELIHOOD OF WINNING. THIS CONTEST IS PURELY A GAME OF CHANCE AND LUCK. IT IS NOT A CONTEST OF SKILL.

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

“**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 Airbnb Global Services Limited (incorporated in Ireland with company no.: 620396).

Airbnb is referred to 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.

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.

The Contest

The aim of the Contest is to identify randomly, by luck and chance, 10 persons (“**Winners**”) 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 21 September 2021 at 12pm (JST) until 2 October 2021 at 11:59 pm (JST) 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 the Contest period or submitted by any other means will not be taken into consideration and will be automatically disregarded.

The Prize

10 persons (“**Winners**”) each over 18 years of age will each receive one pair of Airbnb travel chopsticks.

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. Prizes cannot be exchanged, returned or sold.

Eligibility

The Contest is open to Airbnb users who are aged 18 or over and resident in Japan. **If you are not a resident of Japan, you are not eligible to enter or participate in the Contest.**

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. Have a registered Airbnb account. If you don’t have one yet, you can create one at <https://www.airbnb.jp>;
2. Follow @airbnb_JP on Twitter; and
3. Comment on the contest tweet to answer the question and use the hashtag #SustainableTravelAirbnb (“**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 the eligible Country/Region of Residence. 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 personal to you. Consequently, your beneficiaries, dependants and other third parties are not eligible to the Prize and cannot claim the Prize through you.

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.

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 randomly, based on luck and chance.

Our decisions are final and binding. We will not entertain any questions or correspondences relating to the selection. Except where prohibited by law, if in Our opinion 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. By entering the Contest, Entrants expressly acknowledge and agree that, if they are selected as the Winner, 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 national identification 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;
- undergo a health check-up or provide a certificate of general good health, as appropriate to the relevant activities.

Notification/Announcement of the Winner

The Winner will be selected after 2 October 2021 and will be notified within one week of being contacted by direct message from Twitter (@Airbnb_jp) in their Entries. The Winner must accept the Prize within one (1) calendar day.

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 replacement. 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 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 represent that You will each behave as good citizens and comply with all applicable laws and regulations during the stay (if any), including during travel to and from your Airbnb accommodation, and that You will each cooperate with Airbnb and the Contest logistical team. You 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 and Twitter 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 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 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 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 Contest and the Prize. We may require the Winner 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's own risk, and health and safety are the Winner'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) ("**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 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 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 any of our Partners, 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. 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, which applies to you as an Airbnb user.

General

Governing Law and Jurisdiction

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, including 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.
