



## OMG! Fund Contest Official Rules

Last updated: 22 June 2022

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.

### Interpretation and Disputes

**Sponsor:** “Airbnb” is the sponsor of this Contest and offering the OMG! 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 Japan, you are contracting with Airbnb Global Services Limited (“**Airbnb GSL**”).
- If your Country/Region of Residence is outside of the United States and Japan, you are contracting with Airbnb Ireland UC (“**Airbnb Ireland**”), 8 Hanover Quay, Dublin 2, Ireland.

“**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 Hosts on Airbnb a reality. The aim of this Contest is to identify, through an application and judging process, one-hundred (100) people (each individually a “**Winner**”; collectively, “**Winners**”) who will each receive a grant of up to USD \$100,000 (“**Prize**”) (subject to fulfilling all requirements set forth herein to receive the entirety of the Prize). The sole purpose of the Prize is to enable each Winner to carry out their plans of creating or renovating a unique space, 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 Time (“**ET**”) on 22 June 2022 until 11:59pm ET on 22 July 2022 by 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 ET on 22 July 2022 or submitted by any other means will not be taken into consideration and will be automatically disregarded.

### **The Prize**

A total of one-hundred (100) 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 transaction fees (e.g. currency conversion rates) and 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 up to USD \$33,334 on or before 31 December 2022 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 31 January 2023, will receive a second milestone payment of up to 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, along with receipts (or other documented evidence) showing purchases and spending for the Space build made with the First Milestone Payment (“**Second Milestone Materials**”). Specific details of the required Second



Milestone Materials will be provided to Winner by Airbnb prior to 31 December 2022.

- **Construction Documentation Phase:** Winners who meet the distribution requirements listed below, and on a date no later than 30 April 2023, will receive a third and final milestone payment of up to 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 video, photos or explanation that demonstrates progress of the Space’s exterior and interior build and decoration along with receipts (or other documented evidence) showing purchases and spending for the Space build made with the Second Milestone Payment (“**Third Milestone Materials**”). Specific details of the required Third Milestone Materials will be provided to Winner by Airbnb prior to 30 March 2023.

Each of the Winners is solely responsible for all aspects of the design, construction, and funding of all aspects of the design, construction, other than the Prize, including without limitation:

- 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.

For the avoidance of doubt, each of the Milestone Payments set forth above will only be provided if the Winner can show sufficient proof acceptable to Airbnb of (i) the Winner’s continued eligibility; and (ii) compliance with the applicable Milestone Materials requirement. Airbnb is under no obligation to fulfill the Prize in its entirety if it determines, in its sole discretion, that the Winner is unable to complete the Space by the deadline set forth in these Official Rules.

As a Winner, (i) You will be limited to using the Prize for the sole purposes of designing, remodeling, and/or constructing the Space; (ii) Upon its completion, You agree to make the Space available on the Airbnb platform, in accordance with the Airbnb [Terms of Service](#); and (iii) You agree not to list the Space on any short term rental market platform or service, other than the Airbnb platform, for a period of twelve (12) months following the initial listing of the Space on the Airbnb platform.

Entering the Contest and/or participation in the Prize is at the Winner’s own risk. By entering the Contest, Entrant represents to be able to take part in the Contest, receive the Prize, and to carry out the activities, and comply with the time constraints in these Official Rules.

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. 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 (excluding Mendoza Province), Australia, Austria, Belgium, Canada (Excluding Quebec Province), Chile, Costa Rica, Denmark, France, Germany, India, Ireland, Italy, Japan, Malaysia, Mexico, Netherlands, New Zealand, Norway, Portugal, Philippines, South Africa, South Korea, Spain, Sweden, Switzerland, Taiwan, Thailand, U.K., U.S. (including Puerto Rico). **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. Since the Contest and Selection Process will be conducted in the English language, Entrants must speak at least an intermediate (conversational) level of English;
2. Own the property or have the rights to use the property where the Space is located and be 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 and cover all necessary regulatory, health and safety risks.

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/omgfund> page ("Site");
2. Click on the "Apply now" button;
3. Accept these Official Rules
4. Register for a user account with Airbnb (if not already registered) and agree to the Airbnb Terms of Service. Any personal data you provide as part of registration, use of your Account and as part of your participation in the Contest will be processed in accordance with our Platform and entry to the Contest is subject to our [Terms of Service](#), [Privacy Policy](#), [Contest Supplementary Privacy Policy](#); and



5. Complete and submit the application form by providing all required personal and contact details and answering all mandatory questions in English within the character/word count limits specified and for a single property address (“Entry”).

You can only win one Prize, even if You submit multiple Entries. Different Entries must have different email addresses and Spaces. Any attempt by any Entrant to obtain more than the stated number of Entries per property address for the Space 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 entirely. Use of any automated system to participate is prohibited and will result in disqualification.

You represent that You are of legal age of majority in your jurisdiction (and at least eighteen (18) years old) at the time You enter the Contest, and reside in an eligible Country/Region of Residence. By entering, You agree that the Winners will be selected from all eligible Entries received. You acknowledge that, if selected, Your entitlement to the Prize will be as an individual and not as a business entity.

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 or other communications of any kind; (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**

Final selection of the Winners will be made by a select panel of four (4) members (“**Judging Panel**”). The Judging Panel, along with Airbnb and its contest administrators (collectively with



the Judging Panel, the “**Judges**”) will conduct the overall selection process (“**Selection Process**”) outlined, below:

Selection Criteria. The potential Winners, along with twenty-five (25) runner up reserves (“**Reserves**”), will be chosen entirely on merit, based on the criteria set out below (“**Selection Criteria**”):

1. 40% Crazy. Unique. Extraordinary: Evaluation of this element includes, but is not limited to, the location of the Space, creativity and uniqueness of the design.
  - a. Is Entrant’s proposed Space something Airbnb has never seen before?
  - b. Is Entrant’s proposed Space a new/innovative spin on an existing space?
  - c. Is Entrant’s proposed Space taking something that isn’t traditionally livable and making it a place to stay?
  - d. Does Entrant’s proposed Space incorporate one-of-a-kind and unique design elements and characteristics?
  - e. Does Entrant’s proposed Space incorporate an unusual and/or surprising shape or style?
  - f. Is Entrant’s proposed Space inspired by everyday objects, animals, or places that are easily recognizable and interesting; and/or
  - g. Does Entrant’s proposed Space include an interior design that reflects the exterior design aesthetic (e.g., if the exterior resembles a potato, then the interior design includes walls that look like potato starch).
2. 40% 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.
  - a. Can the Entrant create the Space in 9 months or less?
  - b. Can the Entrant demonstrate they can legally obtain any permits and permissions necessary to create the Space?
  - c. Can the Entrant demonstrate they own or have the right to use the property where the Space is located?
  - d. Can the Entrant demonstrate they have permission to build on the property?
  - e. Can the Entrant demonstrate it has any intellectual property rights (i.e., copyrights, trademarks, patents, etc.) necessary to create the Space?
  - f. Is the Entrant’s proposed Space in a suitable location and will it be eligible for listing as a short term rental?
  - g. Is the Entrant's proposed location inherently safe for people to visit (e.g., not on the edge of a cliff)?
  - h. Does the Entrant have a proposed budget for the creation of the Space?
3. 10% 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.



- a. Will the Entrant's design for the Space use sustainable material?
  - b. Does Entrant's proposed Space incorporate environmentally conscious and sustainable elements (green roof, garden, etc.)?
  - c. Will the Entrant's design for the Space use clean energy?
4. 10% Immersive Experiences: Evaluation of this element includes the overall guest experience that is created through this design.
- a. Will guest stays at the Entrant's Space offer a unique experience?
  - b. Are there elements of the decor that make the Entrant's Space feel immersive?

To evaluate the Selection Criteria, the Judges will also review the Entry to determine if the Entrant has demonstrated that Entrant is the owner of the location or has the right to use the location of the Space, and:

1. has an existing listing on Airbnb that requires renovation work that the Prize can bring to completion;
2. has an improvement project in progress where the Prize would reasonably aid in developing the unique qualities of the Space and bring the project to completion, or
3. 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.

Selection Process (Phases). The Judges will conduct the Selection Process by evaluating the Selection Criteria, which may include additional requests from Entrants, in four separate phases, as follows:

1. **Phase I/All applicants/Application Form Assessment (22 June - 5 August 2022):** Initial review of the Entries, which must be submitted by 22 July 2022, by the Judges resulting in the selection of 500 Entrants for Phase II. Phase II Entrants will be notified of their selection on or before 9 August ,2022.
2. **Phase II/Top 500/Visuals Assessment (9 August - 25 August 2022):** Entrants shall submit design plans, drawings, mock-ups, photographs, video and/or other materials for review by the Judges on or before 18 August 2022. The Judges will select 200 Entrants for Phase III. The Entrants will be notified of their selection on or before 26 August,2022.
3. **Phase III/Top 200/Final Assessment + Video (26 August - 29 September 2022):** Entrants shall submit a video of themselves describing their Space idea, a timeline of the Space build, and high level budget on or before 7 September 2022. The Judging Panel will select the 100 Winners (and Reserves) on or before 10 October 2022.
4. **Phase IV/Top 100/Winner Notification** Following the Selection Process the Winners (and Reserves) will be notified, as indicated below

Winners Confirmation Criteria. If selected as a Winner (and Reserves), Entrant confirms and represents:



1. Entrant is realistically capable of carrying out and completing the Space with the aid of the Prize no later than 1 August 2023.
2. 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.
3. Entrant agrees to sign up as a Host at [airbnb.com/hosting](https://airbnb.com/hosting) and can confirm the Space is or will be eligible to list as a the short term rental on or before 1 August 2023.

Additional Judging Terms. 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, and all scoring is at the sole determination of the Judges. Judgment 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. Confirm proof of eligibility, including proof of government issued ID , Country/Region of Residence, and current age;
2. Confirm there are no 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**

Following the Selection Process the potential Winners will be selected by the Judging Panel by 10 October 2022 and will be notified within two (2) calendar days thereof 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. Commit in writing to completing the Space in a manner reasonably consistent with the details and materials submitted in Winner's Entry and within the specified timeframe.
4. Agree to submit evidence of purchases and spending made for the build of the Space as part of the First Milestone Materials and Second Milestone Materials as a condition of receipt and distribution of the respective Second Milestone Payment and Third Milestone Payment.

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 one or more Reserves will be notified. Any Reserves will be required to comply with all requirements imposed on Winners and may be selected from all other Entrants.

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 the Country/Region of Residence of the Winners within thirty (30) days of the completion of the Selection Process by the Judging Panel, 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, at any time, 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 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 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). Regardless of the Selection Criteria, You are solely responsible for (i) ensuring the feasibility and soundness of the structural design; and (ii) the safety of the location, design and construction of the Space, and agree that such obligations and responsibilities are not those of 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 Italy, Germany, Austria, and Belgium, the following General Liability Release applies instead of the paragraph immediately above: Airbnb is liable under statutory provisions for intent and gross negligence by us, our legal representatives, directors, or other vicarious agents. The same applies to the assumption of guarantees or any other strict liability, or in case of a culpable injury to life, limb, or health. For any negligent breaches of essential contractual obligations arising from or related to these Official Rules, the Contest and/or its administration by us, our legal representatives, directors, or other vicarious agents Airbnb’s liability is limited to the typically occurring foreseeable damages. Essential contractual obligations are such duties of Airbnb in whose proper fulfillment the Entrant regularly trusts and must trust for the proper execution of the Contest. Any additional liability of the Released Parties is excluded.

## **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 a country/region outside the United States, 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: public health issues (including COVID-19 and its variants), 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 outside of the jurisdictions stated herein, in Quebec, in Mendoza, and 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**

Tax – Certain Winners may be required to provide Airbnb or its contest administrators with tax-specific documentation in order to be awarded the Prize (e.g. residents of Sweden must provide social security info for Swedish Tax Authority notifications). Such documentation may include social security numbers, tax IDs and other documents required in the Winners’ country of record.

For Residents of Japan - If Entrant’s Country/Region of Residence is Japan, please note that there is a limit to the number of potential Winners chosen from Japan, and that this number of potential Winners will not exceed a select few.

For Residents of Australia - The personal information of Entrant is likely to be disclosed to countries outside Australia including the United States of America and the UK. If the personal information requested is not provided, the Entrant may not participate in the Contest.

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