



Annexure A

Airbnb x IndiGo Contest - InterFriendtion

Official Rules

Last updated: 11 October 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 OR INDIGO.

When you enter this Contest, you agree with these terms (“**Official Rules**”).

The Contest

Airbnb has organised the Contest in partnership with InterGlobe Aviation Limited (IndiGo) to promote the idea of travelling with friends to discover destinations in India. The aim of this Contest is to identify, through an application and judging process, three (3) people (“**Winners**”) who will have the opportunity to embark on this dream adventure with one (1) travel companion (“**Companion**”) on which they will travel together on a return domestic flight in India provided courtesy of IndiGo and stay in their choice of home listed on Airbnb in India, utilizing certain travel and Airbnb credits described below (together, the “**Prize**”).

The Contest Winner and his/her Companion shall travel anywhere in India within the period from 1 December 2022 - 30 April 2023. All travel by the winner and his/her Companion shall be completed by 30 April 2023.

Eligible individuals (“**Entrants**”/ “**You**”), who at all times comply with the eligibility conditions provided below, may enter the Contest from 5 November 2022, 11:00 a.m. IST until 12 November 2022, 11:59 p.m. IST (“**Contest Close**”) by the process outlined below. Entries must be submitted by the process outlined in these Official Rules and be received by the close of the Contest to be eligible. Entries received after Contest Close or submitted by any other means will not be taken into consideration and will be automatically disregarded.

The Prize

Three (3) Entrants will be selected to receive the Prize.

The Prize will include, for the Winner and up to one (1) Companion:

- Two IndiGo return flights (for the winner and his/her companions) for domestic travel in India; and



- Airbnb credits with a face value of US\$ 1000 for use on any home listed in Airbnb in India (“Listings”). All of the stays in the Listings are subject to Airbnb’s Terms of Service <https://www.airbnb.com/terms> (“TOS”). The Host of each Listing is the person identified as the Host on the Listing page and not Airbnb and the Winner shall be a Guest (as defined in the TOS).

The Prize will not include:

- land transport between arrival/departure of the IndiGo airports and Airbnb homes in India;
- travel or medical insurance, or any other form of insurance; or
- personal expenses.

The Winner will be solely responsible for any taxes associated with the acceptance and use of the Prize. If Airbnb is required by India’ authorities to report and/or withhold taxes associated with the Prize, the Winner must provide Airbnb with the relevant taxpayer information as required by law. Airbnb will have no obligation whatsoever for any related taxes or social contributions that may be payable in connection with the Prize.

Entering the Contest and/or participation in the Prize is at the Winner’s own risk. By entering the Contest, Entrant represents their ability (and where relevant their Companion/s ability) to take part in the Contest, receive the Prize, utilize the Prize, and comply with the time constraints in these Official Rules.

Only the Winner will be entitled to the Prize, subject to compliance with these Official Rules. No substitutions or transfers are permitted by Winner. Unforeseen or changed circumstances impacting 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. In no circumstances will the value of the Prize or any part of it be awarded in cash if it remains unutilized, and no difference between the actual cost of travel and accommodation and the Prize value will be provided. Accordingly, Winner shall be solely responsible for any travel and/or accommodation costs, as well as any transaction or administrative fees, incurred in excess of the Prize value.

All expenses and incidental travel costs associated with Prize acceptance and use not expressly stated in the Prize description above, including but not limited to, ground transportation, meals, incidentals, gratuities, baggage fees, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of the Winner and their Companion. Any and all Companions must be of at least eighteen (18) years of age and must travel on the same itinerary and at the same time as the Winner. Winner and their Companion must execute a waiver of liability in order to receive and utilize the Prize. Travel restrictions, conditions and limitations may apply. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers, passes



or certificates. Winner and all Companions agree to abide by all Prize component rules and regulations, including vaccination and/or masking requirements. Failure to do so may result in forfeiture of the Prize.

Winner and Companions fully understand that (a) the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation or variation thereof, “**COVID-19**”) is extremely contagious and there is an inherent risk of exposure to COVID-19 in any place where people are or have been present; (b) no precautions, including the protocols that may be implemented from time to time based upon public health and government-sponsored guidelines (collectively, the “**Protocols**”), can eliminate the risk of exposure to COVID-19; (c) while people of all ages and health conditions have been adversely affected by COVID-19, certain people have been identified by public health authorities as having greater risk based on age and/or underlying medical conditions; and (d) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, other short-term and long-term health effects, and/or death, regardless of age or health condition.

Eligibility

Entrants must be individuals of legal age of majority in their jurisdiction of residence (and at least aged eighteen (18) or older), be a registered user of Airbnb and IndiGo and be a resident of India at the time of entering the Contest.

The following are not eligible: Airbnb or IndiGo’s directors, officers, employees, independent contractors, advertisers and agents, including those of subsidiaries or affiliates (collectively with Airbnb or IndiGo, “**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. 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](#) and [Supplementary Privacy Policy](#) for Contests;
2. Go to the <https://www.airbnb.com/indigo> (“**Site**”);
3. Click on the “Apply Now” button;



4. Complete and submit the application form by providing all required personal and contact details and writing responses in the English language within a word limit of 150 words per question (“Entry”).
5. Confirm having read and accepted these Official Rules and acknowledge that your information will be processed in accordance with the [Airbnb Privacy Policy](#) and [Supplementary Privacy Policy](#) for Contests available through the Site.
6. As a part of the contest, post photographs on personal Instagram and/or Twitter profile tagging a friend or group of friends. The post should use the hashtags ‘#InterFriendtion’ and #IndiGoXAirbnb and mention the date, and place/occasion when they last met. (“Content”) on their Instagram/Twitter channel. For the duration of the contest, participants should keep their Instagram account as public for the team to check the posts and see if it meets the set criteria.
7. Follow and tag the @airbnb and @indigo.6e on Instagram and @airbnb_in and @IndiGo6E on Twitter.
8. If selected as one of the top entries, attend a short call with team Airbnb and IndiGo to confirm your eligibility and the availability of You and your Companion to utilize the Prize for completed travel by 30 April 2023.

Entries are limited to one (1) per person. Any attempt by any Entrant to obtain more than the stated number of Entries by using multiple/different email addresses, identities, accounts and logins, or any other methods will void that Entrant's Entries and that Entrant may be disqualified entirely. Use of any automated system to participate is prohibited and will result in disqualification.

You represent that You are of the legal age of majority in your jurisdiction (and at least eighteen (18) years old) at the time You enter the Contest and reside in India. By entering, You understand that the Winner will be determined from all eligible Entries received using the procedure set forth below. You acknowledge that, if selected, your entitlement to the Prize will be as an individual and not as a business entity.

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

Contest Administration and Entry Selection



The Company shall review the Entries and judge them on artistic skill and shall during the Term, select three (3) Entries, to receive the Prizes in accordance with the terms and conditions contained herein. Only entries that meet all the set criterias above, will be accepted as valid entries.

Winners Confirmation Criteria. If selected as the potential Winner (or Reserve), Entrant confirms and represents that the Entrant and each of their Companions:

1. is realistically capable of utilizing the Prize value during the period from 1 December 2022 to 30 April 2023 and can complete travel by 30 April 2023.

By entering the Contest, Entrants expressly acknowledge and agree that, if they are selected as a Winner, Winner and their Companions may be required to provide further information about themselves prior to the potential Winner being deemed an official Winner, for example:

1. Confirm proof of eligibility, including proof of government issued ID, Country/Region of Residence, and current age.

Notification/Requirements and Announcement of the Winner

Following the Selection Process, the potential Winner will be selected on or around 30 November 2022 and will be notified within two (2) calendar days thereof by email to the address provided in their Entry. The potential Winner must reply to the initial Winner Notification email within two (2) calendar days of such email being sent to the Winner.

If (i) a notification is returned as undeliverable, or (ii) 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, or (iii) Winner does not respond to the initial Winner Notification email within the period described above, 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, Airbnb and IndiGo will award the Prize to the authorized holder from which the winning Entry was sent, provided that person complies with all eligibility requirements. Airbnb and IndiGo may publicly announce the names of the Winner and Companions within twenty (20) days of the completion of the Selection Process including through social media channels of Airbnb and IndiGo.

Availing Tickets

1. Flight tickets shall at all times remain subject to availability. The offer cannot be availed between 20th December 2022 and 7th January 2023 and between 15th April 2023 and 30th April 2023 or any other dates as may be decided by IndiGo in its sole discretion.



2. Prize recipients must book on both legs of their journeys with IndiGo for travel between any two domestic destinations that IndiGo has direct flights (non stop) to. Bookings has to be made minimum 30 days prior to the travel dates and shall always be subject to load & discretion of IndiGo. No changes or modifications can be made once the booking has been confirmed. In case travel is denied on a particular day due to non-availability of seats, passengers can book for another travel date.
3. IndiGo reserves the right to change/modify the terms & conditions at any given point in time.
4. IndiGo's [Conditions of Carriage](#) shall at all times remain applicable on the winners and their travel with IndiGo.

Availing Stay:

1. Airbnb stay shall at all times remain subject to availability depending on the hosts' calendar. The offer cannot be availed between 20th December 2022 and 7th January 2023 and between 15th April 2023 and 30th April 2023.
2. Winners are requested to book the stay only after the issuance of the flight tickets.
3. Airbnb credits are non refundables and non transferable, it is recommended to book the stay once the trip is completely finalized.

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 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 and IndiGo 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 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, 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. 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 Entry and to grant to Airbnb the rights set out in these Official Rules. If lawful in your jurisdiction, you will indemnify and hold the Released Parties each harmless for any breach of these provisions.

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.

Airbnb may require the Winner and Companion 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 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). 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.

General

Governing Law and Jurisdiction

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 Airbnb arising from or in connection with these Official Rules may only be brought in a court located in India 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. 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, labor 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.
