

Annexure A

Airbnb x Duolingo Contest

Official Rules

Last updated: 1st December 2023

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 DUOLINGO.

When you enter this Contest, you agree with these terms ("**Official Rules**"). By participating in this Contest, you acknowledge that you have read and understood these Official Rules.

Interpretation and Disputes

Sponsor: "**Airbnb**" is the sole sponsor of this Contest and is offering the Contest ("**Contest**"). For the purpose of these Official Rules, the Airbnb entity you are contracting with is Airbnb Ireland Unlimited Company ("**Airbnb**").

"Country/Region of Residence" This Contest is only open to residents of India.

The Contest

Airbnb has organized the contest in collaboration with Duolingo, Inc ("**Duolingo**") to promote the value of learning a language to explore an international destination that has some level of language barrier ("**Contest**"). The aim of this Contest is to identify, through an application and judging process, two (2) people ("**Winners**" or "**Winner**" as applicable) who will have the opportunity to embark on this dream adventure with one (1) travel companion each ("**Companion**") on which they will travel together to either Korea or Japan on a return international flight to one of these destinations provided courtesy of Duolingo and stay in their choice of home listed on Airbnb in Korea or Japan, utilizing certain Airbnb travel credits described below (together, the "**Prize**").

The Contest Winner and his/her Companion shall travel to Korea/Japan and back to India within the period from 1 February 2024 - 31 March 2024 ("**Redemption Period**"). All travel by the Winner and his/her Companion shall be completed by 31 March 2024. Failure to complete the travel within the Redemption Period may result in the forfeiture of the Prize. Airbnb is not responsible for credits not claimed after the expiry of the Redemption Period.

Eligible individuals ("**Entrants**"/"**You**"), who at all times shall comply with the eligibility conditions provided below, may enter the Contest from 11 December 2023, 11:00 a.m. IST ("**Contest Open**") until 2 January 2024, 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 apart from the process described in these Official Rules will not be taken into consideration and will be automatically disregarded.

The Prize

Two (2) Entrants will be selected to receive the Prize.

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

- Reimbursement for two return flights (for the Winner and his/her one Companion) to Korea/Japan, up to a maximum reimbursement of US\$ 1250 per flight; it being acknowledged that Airbnb and/or Duolingo are not responsible to arrange flights for the travel, and will only provide reimbursement for flight costs incurred by the Winner and Companion, upon submission of receipts.
- Reimbursement for related visa costs, up to a maximum reimbursement of US\$ 110 per visa; it being acknowledged that Airbnb and/or Duolingo are not responsible to arrange visas for the travel, and will only provide related visa costs incurred by the Winner and Companion, upon submission of receipts.
- Airbnb coupons with a face value of US\$ 1500 for use on any home listed on Airbnb in Korea/Japan (“**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).
- Airbnb coupons with a face value of US\$500 for use on any experiences listed on Airbnb in Korea/Japan (“**Experiences**”). All Airbnb Experiences are operated by third parties outside the control of Airbnb and Airbnb disclaims any and all liability in relation to the Experiences.
- Reimbursements for per diem of up to US\$75 (INR 6150) per day per person (for meals and local travel) upon submission of receipts post completion of the trip.
- All reimbursements stated herein will be provided upon the Winner presenting all necessary and valid proofs of purchase as requested by Airbnb and supplied within the time required by Airbnb. Reimbursement may be delayed if such proofs are not supplied or supplied in a timely manner to Airbnb.

The Prize will not include:

- travel or medical insurance (proof of which may be required by Sponsor), or any other form of insurance;
- personal expenses; or
- Any other expenses, benefits or hospitality not expressly stated in the Prize.

Each Winner and companion will be solely responsible for any taxes associated with the acceptance and use of the Prize. If Airbnb is required by Indian 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. The Winner is advised 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.

Entering the Contest and/or participation in the Prize is at the Entrant'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 his/her 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 release and 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 the terms of the Official Rules, Terms of Service, Winner Agreement, Privacy Policy and Supplementary Privacy Policy. Failure to do so may result in forfeiture of the Prize.

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 Airbnb and Duolingo user and be a resident of India and physically located in India at the time of entering the Contest. There is no purchase necessary to enter or win; the Airbnb and Duolingo apps can be downloaded for free, and an Airbnb and Duolingo account can each be created for free. Entrants cannot participate in the Contest if they are located in any State in which participation in the Contest is prohibited under law ("**Prohibited Territory**"). It is the Entrants' responsibility to ensure that they are not participating in the Contest from Prohibited Territories. Airbnb or Duolingo reserves the right not to issue Prizes if they learn that an Entrant is from a Prohibited Territory. Airbnb or Duolingo's determination shall be final in this case.

The following are not eligible: Airbnb or Duolingo's directors, officers, employees, independent contractors, advertisers and agents, including those of subsidiaries or affiliates (collectively with Airbnb or Duolingo, "**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, between the Contest Open and Contest Close, you will need to:

1. Register for a user account with [Airbnb](#) and [Duolingo](#) (if not already registered) and agree to the Airbnb Terms of Service and Duolingo Terms of Service. Any personal data you provide to Airbnb 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/duolingo> (“Site”);
3. Either (i) start and complete a 10-day “streak” on the Duolingo app (by completing at least 1 lesson per day for 10 days in a row), or (ii) add on at least 10 days to an existing Duolingo streak.
4. Click on the “Apply Now” button;
5. 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”/“Entries” as may be applicable).
6. 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.
7. If selected as one of the top entries, attend a short call with team Airbnb and Duolingo to confirm your eligibility and the availability of You and your Companion to utilize the Prize for completed travel by 31 March 2024.

In case of conflict between the Terms of Service and these Official Rules, these Official Rules will prevail.

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 from the Contest. 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, and are not from a Prohibited Territory. 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.

Except in the event (i) of gross negligence or willful intent by Airbnb or (ii) Airbnb breaching its obligations in respect of the Contest 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 Winner, 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, misrepresentation, deceit, collusion, or similar action undertaken in connection with the Contest or otherwise on your part, 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

Airbnb shall review the Entries and judge them on their learning and creative skill and shall during the Term, select two (2) Entries, to receive the Prizes in accordance with the terms and conditions contained herein. Airbnb's determination in this regard shall be final. Only Entries that meet all the set criterias above, will be accepted as valid Entries.

Final selection of the Winner will be made by a select panel of three (3) members ("**Judging Panel**") assembled by Airbnb and comprised as follows:

- 2 representatives from Airbnb
- 2 representatives from Duolingo
- 1 representative from Edelman India Private Limited

The Judging Panel will conduct the overall selection process ("**Selection Process**") outlined below, on an anonymous basis:

Selection Criteria. The potential Winner, along with two (2) runners up reserves ("**Reserves**"), will be chosen entirely on merit, based on the criteria set out below ("**Selection Criteria**"):

1. **Passion:** Thirty percent (30%): Show us how passionate you are about travel and immersing yourself in a city like a local.
2. **Knowledge and Interest:** Forty percent (40%): Show us your interest to explore a new destination and knowledge about the culture in Japan/Korea.
3. **Purpose:** Thirty percent (30%): Show us a meaningful reason for your intended travel and how the companion you are choosing is the perfect travel partner.

Additional Judging Terms. The Judging Panel's decisions are final and binding. Winning will depend solely on the Entrant's skill in satisfying the Judging Criteria. Airbnb will not reveal the judging scores for any Entry, and all scoring is at the sole determination of the Judging Panel. Judgement is deemed to take place in India.

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 February 2024 to 31 March 2024 and can complete travel by 31 March 2024

Notification/Requirements and Announcement of the Winner

Following the Selection Process, the potential Winner will be selected by the Judging Panel on or around 15 January 2024 and will be notified within two (2) calendar days thereof by email to the address provided in their Entry (the “**Notification**”). The potential Winner must reply to the initial Notification email within two (2) calendar days of such email being sent to the Winner.

If (i) a Notification is returned as undeliverable to Airbnb, or sent to an incorrect e-mail address or (ii) a potential Winner is determined to be ineligible or fails to comply with all mandatory terms and timelines and eligibility criteria 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 sole 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 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.

The Winner represents that they will behave as a good citizen 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. The Winner agrees that they will not by any act or omission do anything which might bring Airbnb into disrepute. The Winner acknowledges that breach of this representation may result in the immediate termination of their participation in the Contest, immediate ineligibility to receive any 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 and owned by the Entrant, 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 comply with applicable Indian laws and specifically **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. Airbnb is not responsible for any Entries which are not in compliance with applicable laws.

Licenses and Permissions

Airbnb and/or Duolingo does not claim any ownership right title or interest in the Entries. By submitting an Entry, You grant to Airbnb and its designees and licensees, 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, make available, 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. Entrant agrees and acknowledges that the rights granted herein will not lapse at any point of time for any reason. 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, or breach of these Official Rules.

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 (including Duolingo) 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 Airbnb; You grant Airbnb the right to process Your personal data in accordance with the Privacy Policy and the Supplementary Privacy Policy terms applicable to the Contest You are entering; You agree to take part in any publicity in connection with the Contest and/or the Prize; 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, 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 Winner shall 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 and Companion will be required to execute an agreement to confirm acceptance of the Official Rules and (amongst others) indemnify the Released Parties and waive and release Airbnb's liability and the Released Parties' liability in relation to the Contest and the Prize (including any travel or activity related thereto). 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.

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.

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 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. 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 at its discretion 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.
