



## Airbnb Icons - Official Rules

Last updated: May 1, 2024

**NO PURCHASE, PAYMENT, OR BOOKING NECESSARY TO ENTER OR BE SELECTED TO RECEIVE AN INVITATION TO BOOK (DEFINED BELOW). A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR LIKELIHOOD OF BEING SELECTED TO RECEIVE AN INVITATION. VOID WHERE PROHIBITED.**

PLEASE READ THESE RULES (“**OFFICIAL RULES**”), WHICH INCLUDE YOUR GRANT OF RIGHTS AND INDEMNITIES TO SPONSOR, AND CERTAIN LIMITATIONS OF YOUR RIGHTS AND REMEDIES, BEFORE ENTERING OR OTHERWISE PARTICIPATING IN THE AIRBNB ICONS PROMOTION (“**PROMOTION**”).

Please see “Governing Law” section for information about the applicable law and jurisdiction that govern these Official Rules. If translations of these Official Rules are made available in other languages, the English version shall prevail in the event of any inconsistency. Any term not defined within these Official Rules will have the meaning defined in [Airbnb’s Terms of Service](#) (“TOS”). In case of a conflict between these Official Rules and Airbnb TOS, these Official Rules will control all aspects of this Promotion and Airbnb TOS will control with respect to all other matters.

### Sponsor

For these Official Rules (and with respect to data collection/processing), the responsible sponsor entity with whom you will be contracting is based on your Country/Region of Residence (defined below):

<u>Country/Region of Residence</u>	<u>Responsible Entity</u>
United States	Airbnb Stays, Inc. (“ <b>Airbnb Stays</b> ”) 888 Brannan St. , 4 <sup>th</sup> Fl San Francisco, CA 94103
Japan	Airbnb Global Services Limited (“ <b>Airbnb GSL</b> ”) 3 Dublin Landings, North Wall Quay, Dublin 1, D01 H104 Ireland
All other locations	Airbnb Ireland UC (“ <b>Airbnb Ireland</b> ”) 3 Dublin Landings, North Wall Quay, Dublin 1, D01 H104 Ireland



Airbnb Stays, Airbnb GSL, and Airbnb Ireland are collectively referred to herein as “**Sponsor.**” Partner Entities (defined below), including The Walt Disney Company and its affiliates, are not sponsors, administrators, or prize providers of the Promotion.

Your “**Country/Region of Residence**” will be determined by either (i) your express selection of such on the Booking Entry Form (defined below), which may be verified by Sponsor, or (ii) by Sponsor’s assessment of the same using various data attributes associated with your browser or IP address. If you change your Country/Region of Residence, the Airbnb entity with whom you contract will be determined by your new Country/Region of Residence, as specified above, from the date on which your Country/Region of Residence changes. If there is an inconsistency between your selection of Country/Region of Residence or Sponsor’s assessment of the same, Sponsor’s assessment will control.

### **Promotion Description**

This Promotion consists of a series of individual promotions (each, an “**Icon Promotion**”) offering participants the opportunity to receive an exclusive invitation (“**Invitation**”) to complete their booking request (“**Booking Request**”) for a stay and/or an experience at an identified iconic property (each, an “**Icon Listing**”). Individuals who are selected to receive an Invitation based on their **Submission** (defined below) (each, an “**Invitee**”) will have twenty-four (24) hours from the time the **Notification** (defined below) is sent to accept the Invitation and complete and pay (if applicable) for their Booking Request.

**Each Icon Listing will display a cost associated with the stay and/or experience (“Booking Fee”). Booking Fees will vary based on the Icon Listing, and some Icon Listings may have a Booking Fee of \$0. All Booking Fees will be clearly disclosed on the Icon Listing page and during the entry process before a Booking Request is submitted.**

**All applicable Booking Fees, travel costs, arrangements, and taxes will be the sole responsibility of Invitee.**

Slots to book an Icon Listing are extremely limited. The specific number of slots will be identified in the description for each Icon Listing. **The only way to be able to complete a Booking Request for an Icon Listing is by entering this Promotion and being selected to receive an Invitation.**

Each Icon Listing will have its own Icon Promotion(s), each with its own entry period(s) (each, a “**Booking Request Period**”), its own random drawing(s) (each, a “**Drawing**”) and review of Submissions; and its own set of potential Invitees (each, a “**Potential Invitee**”). Throughout the Promotion Period (defined below), there may be more than one Icon Promotion held for an Icon Listing.

### **Eligibility**

The Promotion is open only to individual consumers who, at the time of entry, are (a) legal residents of the United States (incl. D.C. and Puerto Rico), Argentina (excluding Jujuy, Neuquén, Mendoza, Río Negro, Salta, and Tierra del Fuego provinces), Australia, Austria, Belgium, Brazil, Canada, Chile, Mainland China, Colombia, Costa Rica, Denmark, Ecuador, metropolitan France, Germany, Greece, India, Indonesia, Ireland, Italy, Japan, Malaysia, Mexico, Netherlands, New Zealand, Norway, Peru, South Africa, South Korea, Spain, Sweden, Switzerland, Turkey, United Kingdom and Uruguay (“**Jurisdictions**”); (b) at least 18 years of age or the legal age of majority in their Country/Region of Residence, whichever is older; and (c) are physically located in one of the above-referenced Jurisdictions. (Eligible individuals are referred to herein as “**you**” or “**your**”). Proof of residency and age may be



required. **If you are not a legal resident of the above-named Jurisdictions, you are not eligible to enter or participate in the Promotion.**

Employees, independent contractors, agents, officers, and directors of Sponsor, the Walt Disney Company and its affiliates, or any third-party brand partner, as identified in the Icon Listing (each, a “**Partner Entity**”), and any of their respective parents, affiliates, subsidiaries, representatives, agents, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies (collectively, “**Promotion Entities**”) and members of their immediate families (parents, legal guardians, children, grandparents, grandchildren, spouses or siblings and their respective spouses, regardless of where they live) and those living in their same households, whether or not legally related, are not eligible to enter the Promotion or receive an Invitation.

Participation in the Promotion constitutes your full and unconditional acceptance of and agreement to these Official Rules and to Sponsor’s decisions, which are final and binding in all matters related to the Promotion. Receiving an Invitation and completing the Booking Request shall be contingent upon fulfilling all requirements, as set forth herein. Sponsor reserves the right to verify eligibility of Potential Invitees.

#### **Promotion Period; Booking Request Period**

The Promotion will begin on May 1, 2024 at 11:30 AM Pacific Time (6:30 PM UTC) and will conclude at a time/date to be determined by Sponsor in its sole discretion (“**Promotion Period**”). Throughout the Promotion Period, Sponsor will make available Booking Request Periods for various Icon Listings.

The Booking Request Period for each Icon Listing will be provided on the Icon Homepage, available at <https://www.airbnb.com/icons> (“**Icon Homepage**”), and on each individual Icon Listing profile page. The start and end times for each Icon Promotion’s Booking Request Period will also be provided in the Icon Listing profile page. You are encouraged to check the Icon Homepage frequently to see when new Icon Listings will be made available within the Promotion.

#### **How To Enter**

Participation in the Promotion requires (i) access to the internet; (ii) a valid Airbnb account; (iii) an updated Airbnb profile; and (iv) the Airbnb app. It is **free** to download the Airbnb app, sign up for an Airbnb account, and create or update your Airbnb profile. You may download the Airbnb app and create an account and profile [here](#) (Apple App Store) or [here](#) (Google Play). Access to and use of the Airbnb app (including account and profile) are subject to the [Airbnb Terms of Service](#). All information provided in connection with the creation of an Airbnb account or profile will be subject to the [Airbnb Privacy Policy](#). Any standard internet connection is sufficient to enter the Promotion, and no further charges other than local internet connection will be imposed during the entry process.

To enter each Icon Promotion, during the applicable Booking Request Period for the Icon Listing, (i) navigate to the Icon Homepage within the Airbnb mobile app; (ii) select the applicable Icon Listing; (iii) click the “Request to book” button; (iv) provide all requested information, including desired dates, number of guests, and answers to a series of profile information questions; (v) provide a response to the question “*Why do you want to stay at the applicable Icon Listing?*” or a substantially similar question (the answers to your profile information and the response to this question will be referred to as your “**Submission**,” and, together with all other information provided during entry, collectively, “**Booking Request Form**”); and (vi) hit “Submit Request.”



Once you have submitted a valid Booking Request Form, you will automatically receive one (1) entry (“Entry”) into the applicable Icon Promotion for the date option selected. **LIMIT ONE (1) ENTRY PER PERSON PER ICON PROMOTION. IF AN ICON PROMOTION HAS MULTIPLE DATES LISTED, ENTRIES WILL ONLY BE CONSIDERED VALID FOR ONE DATE SELECTION, REGARDLESS OF HOW MANY ENTRIES YOU SUBMIT. ADDITIONAL ENTRIES WILL BE DISQUALIFIED. IF AN ICON PROMOTION HAS MULTIPLE DATES LISTED, AND YOU SELECT “ANY AVAILABLE DATE,” YOUR ENTRY WILL BE CONSIDERED FOR ONLY ONE (1) DATE OPTION, OF SPONSOR’S CHOICE.** Entries must be submitted by you only. Automated or bulk Entries, or Entries submitted by third parties, will be disqualified. Any attempt by you to obtain more than the stated number of Entries by using multiple and/or different identities, forms, registrations, email addresses, logins, or any other methods will void that Entry, and you may be disqualified at Sponsor’s sole discretion. Multiple entrants are not permitted to share the same email address or Airbnb account.

In the event of a dispute as to your identity, the identity of the authorized account holder of the email address used to register the corresponding Airbnb account will be determinative. The “**authorized account holder**” is the natural person assigned an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted address. If there is no email address associated with the Airbnb account, then the authorized account holder of the phone number used to register will be determinative. Sponsor, at its discretion, may require Potential Invitee(s) to show proof of being the authorized account holder. Failure to do so may result in forfeiture of the opportunity to complete the Booking Request. If a dispute cannot be resolved to Sponsor’s reasonable satisfaction, the Entry will be deemed ineligible. Sponsors shall not be responsible for lost, misdirected, misplaced, stolen, tampered with, deleted, or invalid Entries or any expenses incurred in the creation and submission of any Entry. Message, data rates, and wireless access charges may apply to use of a mobile device in connection with Entry.

### **Submission Content Guidelines**

To be considered, a Submission must meet the following guidelines (“**Submission Content Guidelines**”) or shall be subject to disqualification in Sponsor’s sole and absolute discretion.

Submissions must:

- Be limited to a maximum of 500 words in length.
- Only include original material created by you that is suitable for presentation/publication in a public forum.

Submissions must not:

- Infringe on the intellectual property, privacy, publicity, or other rights of any other person or entity, living or deceased.
- Be created by artificial intelligence.
- Contain viruses, trojan horses, or other technologies that could adversely impact the Promotion or the Airbnb app.
- Contain material that is disparaging to Sponsor or Partner Entities or inconsistent with the positive images or goodwill with which Sponsor and Partner Entities wish to be associated (in Sponsor’s sole and absolute discretion).



- Reveal any personal information about another individual, including another person’s address, phone number, e-mail address, credit card number or any information that may be used to track, contact, or impersonate that individual.
- Reference or promote unlawful activities or any activities that may appear unsafe or dangerous, including any reference to drugs or alcohol use and/or abuse.
- Contain material that is threatening, abusive, defamatory, obscene, or otherwise violates [Airbnb’s Content Policy](#).

**By tendering a Submission, and agreeing to abide by these Official Rules, you understand and agree that certain information contained in the Submission may be publicly displayed, featured, and accessible on Sponsor’s affiliated websites. You may update or delete the data you provide in your Airbnb profile at any time (Note: any such change will not apply to your Submission).**

### **Invitee Selection Process**

The number of Potential Invitees selected will vary for each Icon Promotion, Booking Request Period, and Icon Listing. Potential Invitees for each Icon Promotion will be selected via a two-step process, as described below:

- **Step 1 - Drawing:** Within three (3) days following the closing of the applicable Booking Request Period, Sponsor, or Sponsor’s designee, will conduct a Drawing to select up to twenty percent (20%) of the Entries from among all eligible Entries received for each available date option during the applicable Booking Request Period (each, a “**Semi-Finalist**”). The odds of being chosen as a Semi-Finalist are based on the total number of eligible Entries received for each Icon Promotion’s available date options during the applicable Booking Request Period. **Semi-Finalists will not be notified of their status.**
- **Step 2 – Submission Judging:** Following the Drawing, a panel of independent judges (“**Judges**”) will review and judge each Semi-Finalist’s Submission and select Potential Invitee(s) for the applicable Icon Promotion based on the following criteria (“**Selection Criteria**”):
  - Connection to the Icon Listing
  - Unique Perspective
  - Passion for Travel

In the event of a tie, an additional “tie-breaking” Judge will determine the Potential Invitee(s) from among the tied Submissions. The decision of the Judges shall be final and binding. Sponsor will not reveal the results of the judging, and all judging is at the sole discretion of the Judges based on the Selection Criteria, which shall be deemed to take place in the territory of the United States of America.

The Drawing and Submission Judging for each Icon Promotion will take place within seven (7) days following the end of the applicable Booking Request Period.

### **Invitee Notification, Verification, and Invitation Acceptance**

Approximately fourteen (14) days following the completion of the Submission Judging, Potential Invitees will be notified via push notification, in-app message, and email to the email address provided in connection with your Airbnb account (“**Notification**”). It is your responsibility to monitor your Airbnb account and email to see if you are a Potential Invitee.



**A Potential Invitee will have twenty-four (24) hours from the time Notification is sent to accept the Invitation and follow the steps to complete and pay for (if applicable) their Booking Request.**

If a Potential Invitee has not accepted their Invitation and followed the steps to complete and pay for (if applicable) their Booking Request within twenty-four (24) hours from the time Notification is sent, or is not in compliance with these Official Rules, their status as a Potential Invitee will be revoked, and, at Sponsor's discretion, an alternate Potential Invitee will be selected from among the remaining Semi-Finalists using the above Selection Criteria. If Sponsor chooses and sends Notification to an alternate Potential Invitee, and that alternate Potential Invitee has not accepted their Invitation and followed the steps to complete and pay for (if applicable) their Booking Request within twenty-four (24) hours from the time Notification is sent, the alternate Potential Invitee's status as a Potential Invitee will be revoked, and Sponsor shall have no obligation to select another alternate. Sponsor is not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify Potential Invitees. Sponsor shall have no obligation to compensate or otherwise accommodate revoked Potential Invitees in any way.

If, after an Invitee has accepted their Invitation and completed and paid for (if applicable) their Booking Request, they need to cancel their Booking Request for any reason prior to the booking start date, the Booking Fee (if any) will be refunded to the Invitee in accordance with Airbnb's [cancellation policy](#). The specific tier of the cancellation policy applicable for the Icon Listing will be provided to the Invitee prior to completion of (and, if applicable, payment for) the Booking Request. Any refunded portion of the Booking Fee will be Sponsor's sole obligation in connection with the cancellation. Invitee will be responsible for any additional cancellation costs, including airline change fees or other travel cancellation fees.

**POTENTIAL INVITEES ARE SUBJECT TO VERIFICATION BY SPONSOR, WHICH MAY INCLUDE A BACKGROUND CHECK (CIVIL AND/OR CRIMINAL, WHERE PERMITTED BY APPLICABLE LAW). A POTENTIAL INVITEE IS NOT AN INVITEE UNLESS AND UNTIL THEIR ELIGIBILITY HAS BEEN VERIFIED, AND POTENTIAL INVITEE HAS BEEN NOTIFIED THAT SUCH VERIFICATION IS COMPLETE.**

To the extent permitted by applicable law, Sponsor may, in its discretion, conduct verification and background checks (which may include civil and/or criminal) of the information you provide in connection with the Promotion. By entering the Promotion, you expressly acknowledge and agree that, if you are selected as a Potential Invitee, you may be required to provide proof of eligibility (including Country/Region of Residence and age), you and your guest(s) may be subject to a background check, and unless prohibited by law, you may be required to sign and return a Declaration or Affidavit of Eligibility and you and your guests may be required to sign and return Liability/Publicity Releases or other documents that Sponsor deems necessary to confirm eligibility and obtain required releases, prior to being deemed an official "Invitee" and receiving an Invitation.

**A Potential Invitee's failure to pass a background check, to supply any requested verification, or return any required document as requested may deem the Potential Invitee ineligible to receive an Invitation.**

FOR RESIDENTS OF THE U.S. STATE OF TENNESSEE, FRANCE, GREECE, ITALY, NETHERLANDS, NEW ZEALAND, SOUTH AFRICA, and UK: Potential Invitees will not be deprived of their Invitation should they refuse the use of their likeness for promotional purposes.

Invitations have no cash value, and cannot be substituted, assigned, transferred, or redeemed for cash. All details relating to the Invitation and the Booking Request not specified in these Official Rules will be determined in



Sponsor's sole and absolute discretion. All bookings are subject to Airbnb's [Terms and Conditions](#) and [Privacy Policy](#), except as otherwise specifically stated herein.

Unclaimed Invitations will be forfeited.

### **General Conditions**

Participation in the Promotion constitutes your full and unconditional agreement to these Official Rules, Sponsor's [Privacy Policy](#), and to Sponsor's decisions, which are final and binding in all matters related to the Promotion. Subject to reasonable prior notice to you, and any directions by a regulatory authority, Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. Sponsor is not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible Entries; lost, interrupted, or unavailable network, server, or other connections, garbled transmissions or miscommunications, telephone transmission problems; computer or software malfunctions or damage to a user's computer equipment (software or hardware); technical failures; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise. Proof of sending or submission of Entry will not be deemed proof of receipt by Sponsor. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

All stays/experiences at Icon Listings shall be subject to and governed by Airbnb's [Terms of Service](#).

### **Warning**

ANY ATTEMPT BY YOU OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR APP OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAW, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be attempting to tamper with or undermine the entry process, any website, app, or account associated with the Promotion, and/or the legitimate operation of the Promotion; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. If, for any reason, the Promotion is not capable of running as planned, Sponsor may, in its sole discretion, void any suspect Entries and (a) subject to any directions by a regulatory authority and reasonable prior notice to you, modify the Promotion or suspend the Promotion to address the impairment and then resume the Promotion in a manner that best conforms to the spirit of these Official Rules; or (b) award the Invitation in accordance with these Official Rules from among the eligible, non-suspect Entries received up to the time of the impairment.

### **Cancellation, Suspension, Modification**

If for any reason outside of Sponsor's control, the Icon Listing becomes unavailable on a date for which Invitation(s) have already been accepted, Sponsor shall offer a new Invitation to the Invitees for an alternate date or for an alternate Icon Listing to be determined by Sponsor in its sole discretion. You acknowledge that, subject to any directions by a regulatory authority, applicable law and any approvals that may be required, Sponsor may cancel, suspend, modify, or terminate the Promotion if Sponsor considers it necessary or appropriate to do so for reasons or circumstances which are beyond its 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). To the maximum extent permitted by applicable law, Sponsor may suspend, modify, or terminate the Promotion if Sponsor believes, in Sponsor's sole discretion, that malfunction, error, disruption, or damage is impairing or will impair the administration, security, fairness, integrity, or proper conduct of the Promotion, in which case the Invitees will be selected from the eligible Entries received that were unaffected by the problem, if possible, or as otherwise deemed fair and appropriate by Sponsor. **You waive and release the Released Parties (defined below) 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 Promotion is void outside of the Jurisdictions stated herein and where prohibited. If any provision or part-provision of these Official Rules is held by a court of competent jurisdiction or regulatory authority 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.

#### **Limitations of Liability; Releases**

By participating in this Promotion, you agree that Sponsor, the Partner Entities, the Promotion Entities, and their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, web masters, and their respective officers, directors, employees, representatives, successors, assigns and agents (collectively, "Released Parties") are, (a) to the extent permitted by applicable law, and (b) except in the event (i) of gross negligence or willful intent by Sponsor or (ii) if Sponsor has materially breached its obligations whether legal or contractual, not responsible for: (1) any incorrect or inaccurate information, whether caused by you, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical or human failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error of any kind which may occur in the administration of the Promotion, the processing or reviewing of Entries, the announcement of the Invitees, or in any Promotion-related materials; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from your participation in the Promotion or in any Promotion-related activity.

EXCEPT WHERE PROHIBITED BY LAW, BY PARTICIPATING IN THIS PROMOTION, YOU AGREE THAT THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY YOU AGAINST, ANY LIABILITY FOR (A) ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF AN INVITATION, ENTRY, OR PARTICIPATION IN THIS PROMOTION OR IN ANY PROMOTION-RELATED ACTIVITY; (B) ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, INVASION OF PRIVACY, OR OTHER INTELLECTUAL PROPERTY RIGHTS, OR MERCHANDISE DELIVERY; (C) ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE OR APP ASSOCIATED WITH THIS PROMOTION OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE. 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.

Except where prohibited by law, participation in the promotion constitutes Invitees' grant to Sponsor (which grant will be confirmed in writing on request of Sponsor), and the Released Parties, the right and permission to print, publish, broadcast, and use, worldwide in any media now known or hereafter developed, at any time or times, each Invitee's name, photograph, likeness, and biographical information and submission for advertising, trade, and promotional purposes without additional consideration, compensation, permission, or notification. Nothing contained herein shall be deemed to obligate Sponsor to use any of the rights granted herein and Invitees waive any right to inspect or approve any such use of any and every nature and kind and consent to any such appropriate and legally permissible use thereof.

By submitting an Entry, you represent and warrant to Sponsor that such Submission is an original work of yours which does not infringe any rights of any third party. A breach of the warranty set forth herein will result in your Entry and Submission being invalid. You further agree that such Entry, communications, Submissions or other materials and all information submitted to Sponsor in connection with this Promotion, including all rights embodied therein, with the exception of personally identifiable information as identified in Sponsor's privacy policies, shall be deemed to be non-confidential and non-proprietary, and Sponsor shall have no obligation of any kind with respect to such Submissions. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (A) SPONSOR SHALL BE FREE TO EDIT, EXPLOIT, MODIFY, PUBLISH, REPRODUCE, USE, DISCLOSE, DISSEMINATE, AND DISTRIBUTE THE SUBMISSION TO OTHERS WITHOUT LIMITATION IN ANY AND ALL MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, THROUGHOUT THE WORLD FOR ANY PURPOSE WITHOUT COMPENSATION, PERMISSION OR NOTIFICATION TO YOU OR ANY THIRD PARTY; (B) YOU HEREBY GRANT TO SPONSOR AND ITS SUCCESSORS AND ASSIGNS, AN IRREVOCABLE, NON-EXCLUSIVE, PERPETUAL/FOR THE DURATION OF COPYRIGHT WORLDWIDE LICENSE TO USE AND EXPLOIT ALL INTELLECTUAL PROPERTY RIGHTS (INCLUDING, FOR RESIDENTS OF JAPAN, RIGHTS PROVIDED IN ARTICLES 27-28 OF COPYRIGHT ACT) IN AND TO THE SUBMISSION IN ANY FORM OR FORMAT AND TO MODIFY THE SAME AND ACKNOWLEDGE AND AGREE THAT IF SPONSOR USES THE SUBMISSION, YOU SHALL NOT BE ENTITLED TO ANY CREDIT, CONSIDERATION, NOTICE OR PAYMENTS OF ANY KIND; AND, EXCEPT WHERE PROHIBITED, YOU WAIVE ANY MORAL RIGHTS YOU MAY HAVE TO THE SUBMISSION (OR CONSENT TO THE COMMISSION OR OMISSION OF ANY ACT WHICH WOULD OTHERWISE INFRINGE YOUR MORAL RIGHTS) AND AGREE THAT IF SPONSOR ELECTS TO USE SUBMISSION FOR ANY PURPOSE, ALL RIGHTS UNDER COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS WHICH MAY RESULT FROM THAT RELATING TO YOUR SUBMISSION OR FROM USE OF THE SAME BY SPONSOR SHALL BE THE SOLE PROPERTY OF SPONSOR. YOU FURTHER AGREE THAT IF SPONSOR OR A PARTNER ENTITY ELECTS TO USE YOUR SUBMISSION, YOU WILL EXECUTE ANY DOCUMENTS REQUESTED BY SPONSOR OR PARTNER ENTITY REGARDING THIS ASSIGNMENT. If any use by Sponsor or Partner Entity of the Submission causes it to be liable to any third-party, you agree to indemnify Sponsor, the Partner Entity, and their respective agents, employees, affiliates, subsidiaries, representative and all related parties from and against any and all damages, costs, judgments and expenses (including reasonable attorney fees) which it incurs as a result of its use of the Submission. Submissions will not be returned to you.

WITHOUT LIMITING THE FOREGOING, AND SUBJECT TO ANY NON-EXCLUDABLE GUARANTEES (DEFINED BELOW) EVERYTHING REGARDING THIS PROMOTION, INCLUDING ALL INVITATIONS, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL, INDIRECT, OR



CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

FOR RESIDENTS OF UK : EXCEPT AS STATED HEREIN, AND TO THE EXTENT PERMISSIBLE BY LAW, THE RELEASED PARTIES SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE WHERE: (I) THERE HAS BEEN NO BREACH OF A LEGAL DUTY OF CARE OWED; (II) THE POTENTIAL SUFFERING OF LOSS OR DAMAGE WAS NEITHER OBVIOUS NOR FORESEEABLE.

FOR RESIDENTS OF AUSTRALIA & NEW ZEALAND : NOTHING IN THESE OFFICIAL RULES LIMITS, EXCLUDES, MODIFIES, OR PURPORTS TO LIMIT, EXCLUDE, OR MODIFY, ANY STATUTORY CONSUMER GUARANTEES OR ANY IMPLIED CONDITION OR WARRANTY, THE EXCLUSION OF WHICH WOULD CONTRAVENE ANY STATUTE OR CAUSE ANY PART OF THESE OFFICIAL RULES TO BE VOID (“**NON-EXCLUDABLE GUARANTEES**”). By participating in this Promotion, you have made and will make certain representations and warranties to Sponsor, for which Sponsor is relying on the accuracy and truth thereof to administer the Promotion. Should Sponsor become aware of any fraud, deceit, or similar action undertaken in connection with the Promotion or otherwise, or any act or omission which Sponsor considers might have an adverse effect on the Promotion or on Sponsor’s reputation, Sponsor reserves the right in its absolute discretion, without notice to you and/or without giving reasons, to disqualify your Entry from the Promotion.

FOR RESIDENTS OF AUSTRIA, BELGIUM, CHINA, GERMANY, GREECE, NORWAY, & SPAIN: Sponsor is liable under statutory provisions for intent and gross negligence by Sponsor, its 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 Promotion and/or its administration by Sponsor, its legal representatives, directors, or other vicarious agents, Sponsor’s liability is limited to the typically occurring foreseeable damages. Essential contractual obligations are such duties of Sponsor in whose proper fulfillment you regularly trust and must trust for the proper execution of the Promotion. Any additional liability of the Released Parties is excluded.

FOR RESIDENTS OF FRANCE: In accordance with article L221-15 of the French consumer code, Sponsor may be relieved of all or part of its responsibility if it evidences that the breach or the improper performance of these Official Rules is related either to a Potential Invitee, Invitee, to the fact, unpredictable and insurmountable, of a third party to the Official Rules, or to a case of force majeure.

FOR RESIDENTS OF ITALY: Nothing in these Official Rules excludes or limits the warranties and liability of Sponsor, its legal representatives, directors, or other vicarious agents: (i) for death or personal injury caused by them; (ii) in case of their negligence or willful misconduct; (iii) for any other liability or warranty that, by law, may not be limited or excluded by them.

## **Privacy**

Any personal information you provide in connection with this Promotion, or on or in connection with the Airbnb Platform (defined as websites, applications, and other offerings from Airbnb), will be processed in accordance with the [Airbnb Privacy Policy](#).



By entering this Promotion, you expressly consent to the Sponsor, its agents, and/or representatives, storing, sharing, and using the personal information collected as part of the Submission for the purposes of conducting and ensuring proper administration of the Promotion and in accordance with the Airbnb Privacy Policy.

### **Governing Law and Jurisdiction**

FOR RESIDENTS OF 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.

FOR RESIDENTS OUTSIDE OF THE UNITED STATES: If your Country/Region of Residence is 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 Sponsor 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 Sponsor 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 Promotion materials are provided in the English language. Translations from English into other languages are provided as a courtesy only. You agree that proceedings to resolve disputes, if any, will be conducted in English, to the fullest extent permitted by applicable law.

### **Official Rules; Invitees List**

For a copy of the Official Rules: [airbnb.com/iconsrules](https://airbnb.com/iconsrules). For a list of Invitees, email request to [icons@airbnb.com](mailto:icons@airbnb.com).

### **Miscellaneous**

To the fullest extent permitted by applicable law, you agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience and will not be deemed to affect in any manner the meaning or intent of the document or any provision hereof. In the event of a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials, Privacy Policy, or terms of use on a Promotion-related website, app, and/or these Official Rules, these Official Rules shall prevail, govern, and control.

FOR RESIDENTS OF INDIA: The Promotion is not a contest, gaming activity, lottery, or prize scheme. It is void in any Indian State ("**Prohibited Territory**") where participation is prohibited by law. It is your responsibility to ensure you are not participating in the Promotion from a Prohibited Territory.

FOR RESIDENTS OF NETHERLANDS: If you feel a complaint has not been dealt with adequately by Sponsor, a written complaint may be submitted to the *Kansspelautoriteit*, PO Box 298 (2501 CG) The Hague.