Airbnb Open 2016 Host Story Contest Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.

When you submit a submission for this Contest, you agree with the Official Rules below.

Sponsors. The Sponsor of this Contest ("Contest") is Airbnb Inc., 888 Brannan Street, San Francisco, CA 94103 ("Airbnb").

How to Enter. Participants who have reached the age of 18 and are a registered host user of Airbnb at the time of participation may enter the Contest from November 17, 2016 at 12:00:01 a.m. Pacific Standard Time ("PST") until December 16, 2016 at 11:59:59 p.m. PST by following the process below. Submissions must be received through the below process by the close of the Contest to be eligible.

<u>Note</u>: If you are not already an Airbnb host user, you must also complete the registration process to create an Airbnb host user account. This process is free.

Process. Navigate to <u>our announcement</u>, and follow the instructions on that page to submit your story.

Airbnb is not responsible for computer or network problems, problems with servers, problems with email accounts or the failure to receive any submission for any reason whatsoever. By entering the Contest, participants agree that they may be contacted by Airbnb in relation to the Contest and agree to take part in any publicity that occurs as a result of the Contest and grant Airbnb and their agents the right to use their name and/or image.

Submission Requirements. Submissions must: (a) be in English and a minimum of 200 words, contain a title and two photos, (b) comply with Airbnb's Terms of Service and User Conduct guidelines, (c) be entrant's original work, not previously submitted in any promotion or displayed publicly, (d) not violate the rights of any other party, including but not limited to intellectual property rights or rights of privacy/publicity, and (e) not contain any content which (i) constitutes advertising or commercial content for any party other than Airbnb, (ii) endorses/promotes illegal or harmful activity, or (iii) is violent, profane, vulgar, obscene, defamatory, or otherwise objectionable or inconsistent the image of Airbnb. Airbnb reserves the right to disqualify any submission that violates these prohibitions or that Airbnb deems inappropriate for any reason, in Airbnb's sole discretion. You represent and warrant that your Submission does not make unauthorized use of, or violate, any rights of any third party, and that, if necessary, you can provide proper permissions in a form acceptable to Airbnb.

Eligibility. The Contest is not open to residents from: North Korea, Iran, Sudan, Syria, the Province of Quebec, any other country subject to embargo by the United States, or any jurisdiction where the Contest would be prohibited or restricted by law. Directors,

officers, employees, independent contractors and agents of Partner and Airbnb, or their subsidiaries or affiliates, and the members of their immediate families or households, are not eligible.

Winner Selection. Three winners (one 1^{st} prize, one 2^{nd} prize, one 3^{rd} prize) will be chosen entirely on merit, based on the following judging criteria applied by a panel of judges:

- Originality and creativity of the submitted story. Does it surprise and delight us?
- Spirit of the submission. How well does your submission relate to hospitality, social impact and experiences on Airbnb? How well do you capture unique experiences you have created for your guests or those you have experienced through interacting with other hosts?

The judges' decisions are final and binding. If substantially similar Submissions are submitted by different entrants, judges will select only the best version of that idea, as determined by the judges in their sole discretion.

Prohibited Content. Submissions/content must be developed by the participants and must not violate the rights of any other party, including but not limited to intellectual property rights or rights of privacy, publicity or other moral rights. Submissions must NOT contain: (a) advertising or commercial content for any party other than Airbnb or Partner; (b) content that endorses/promotes illegal or harmful activity; (c) violent, profane, vulgar, obscene, defamatory or otherwise objectionable material; (d) adult material; or (e) defamatory content. The Sponsors reserve the right to disqualify any participant who violates these prohibitions, or that the Sponsors deem inappropriate for any reason, in their sole discretion.

License. By submitting a Submission, participants grant each of Airbnb and Partner a perpetual (or for the term of the protection granted by the relevant intellectual property rights), worldwide, irrevocable, royalty-free license to transform, edit, modify, reproduce, distribute, transmit, publish, broadcast, perform, display, or otherwise use the submitted story, in whole or in part, with or without modifications, in any form or medium (including but not limited to: internet, any printed medium distributed via press, billposting, point of sale advertising, flyers, or leaflets), whether now existing or later developed, for entertainment, promotional and/or advertising purposes and/or any other purpose. To the greatest extent permitted by law, participants agree not to invoke any so-called moral rights in relation to their submissions (including without limitation the right to be identified as the creator of the work and the right to object to derogatory treatment of the work). For the avoidance of doubt, the license referred to in this paragraph is a fully paid-up license.

Prize. The winner is eligible to receive, in recognition of his/her personal writing talent and as full and comprehensive consideration for the License described above, the following:

One (1) 1st Place Prize: \$12,000 USD

One (1) 2nd Place Prize: \$8,000 USD One (1) 3rd Place Prize: \$5,000 USD

Notification/Announcement of Winner.

The winner will be notified by Airbnb on January 20, 2015. Winner must confirm their acceptance of the Prize in writing within 7 days of such notification. Sponsor reserves the right to disqualify any winner who does not confirm acceptance of the Prize in accordance with these Official Rules, and reserves the right to select an alternative winner in such event. In the event of a dispute about the identity of a winner, the Sponsor will award the prize to the authorized account holder of the Airbnb host account corresponding to the email address that sent the winning entry. Sponsor may publicly announce the name of the winner within 30 days of the close of the Contest, including through social media channels.

Prize Conditions. Save as may be required by any applicable mandatory laws, the prize is provided as-is with no express or implied warranty or guarantee. This Contest is subject to applicable local laws and regulations, including but not limited to tax laws. The winner is solely responsible for any taxes applicable to or resulting from the award of the prize, and the Sponsor will have no obligation for any taxes that may be payable.

Airbnb may conduct a background check on the winner to confirm eligibility and compliance with these rules. By entering, you agree to cooperate reasonably with any such background check. Failure to cooperate may result in disqualification and selection of an alternate winner. If a background check reveals that a potential winner has engaged in conduct that could damage the reputation or business of Airbnb or Partner, the potential winner may be disqualified and, in the case of the winner, the prize may be awarded to an alternate winner.

General Liability Release. By entering this Contest, participants release the Sponsor and its agents from any liability whatsoever, on any theory, and waive all claims and causes of action arising from or related to this Contest and/or fulfillment and/or use of the Prize, to the extent permitted by applicable law.

Data. By entering the Contest and submitting a Submission and any other personal information, participants are expressly consenting to the processing of their personal information by the Sponsor for the purpose of the Contest or any associated publicity. Airbnb's privacy policy will apply. Airbnb may share the Submissions with Partner and third party prize providers for Contest administration and prize fulfillment purposes.

Interpretation and Disputes. Participants agree to be bound by these Rules and all decisions of the judges, which are final and binding. Any disputes shall be governed by the laws of the State of California, and shall be resolved in the courts of San Francisco, California.

Miscellaneous. The Contest is void where prohibited. If any provision or part-provision of these Official Rules is held by a court of competent jurisdiction to be invalid, illegal or

unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement. To the extent permitted by applicable law, the Sponsor may suspend, modify or terminate the Contest if they believe, in their 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 prizes will be awarded among the eligible entries received that were unaffected by the problem, if possible.

For United Kingdom Residents Only. 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 any other liability which may not as a matter of law be limited.

For Italy Residents Only. Note that this Contest does not constitute a "Manifestazione a Premio" under the provisions of D.P.R. 430/2001 because winners are selected and prizes are assigned to them on the basis of their personal writing talent and consequently the exception described under Article 6, par. 1, letter a) of the above mentioned decree shall apply.

For Canada Residents Only. Any personal information supplied by you in connection with the Contest will be used solely for the purpose of administering the Contest or as you otherwise expressly consent or as required by law.