

## Site Terms of Use

**Please read these Site Terms of Use carefully as they contain important information about your legal rights, remedies and obligations. By accessing or using the [www.italiansabbatical.com](http://www.italiansabbatical.com) website (the "Site"), you agree to comply with and be bound by these Site Terms of Use.**

Last Updated: 25 January 2019

### 1. Scope of Wonder Grottole Services

The Site is managed by Wonder Grottole (as defined below) for the purposes of making its services available to you, the user, including your submittal of the application form ("**Application**") to take part to the Italian Sabbatical in Grottole, Italy organized by Wonder Grottole and sponsored by Airbnb ("**Sabbatical**"). The Site is made available by Airbnb (as defined below) as a sponsor of the Sabbatical.

When these Terms mention "**Wonder Grottole**," they refer to Wonder Grottole S.r.l. Impresa Sociale with registered office in Grottole (MT), at Rione Vittorio Emanuele no. 5, Italy (Fiscal code no. 01346970773).

When these Terms mention "**Airbnb**":

- if your country of residence is the United States, they refer to Airbnb Inc, with registered office in 888 Brannan Street 4th Floor San Francisco, CA 94103 - United States;
- if your Country of Residence is outside of the United States, the People's Republic of China (which for purposes of these Site Terms of Use does not include Hong Kong, Macau and Taiwan) and Japan, they refer to Airbnb Ireland UC, the Watermarque Building, South Lotts Road, Ringsend, Dublin 4, Ireland;
- if your Country of Residence is the People's Republic of China (which for purposes of these Site Terms of Use does not include Hong Kong, Macau and Taiwan) they refer to Airbnb Internet (Beijing) Co., Ltd., 01B, Room 1401, Unit 1, Building 1, No.1 East Third Ring Middle Road, Chaoyang District, Beijing; or
- if your Country of Residence is Japan, they refer to Airbnb Global Services Limited, 25-28 North Wall Quay, Dublin 1, D01 H104, Ireland.

Unless, otherwise stated, reference to terms such as "**we**", "**us**" or "**our**" shall be understood to refer to Wonder Grottole and Airbnb.

Our collection and use of personal information in connection with your access to and use of the Site as well as your submittal of the Application will be carried out in accordance with our Privacy Policy available on the Site.

You alone are responsible for identifying, understanding, and complying with all laws, rules and regulations that apply to your use of the Site and your submission of your Application to the Sabbatical. For example, there may be restrictions on your accessing and staying on the Italian territory for a given period of time, without a special VISA. If you have questions about how local laws apply to your Application and to your participation to the Italian Sabbatical, you should always seek legal guidance individually.

### 2. Access and use of the Site

2.1 The Site is intended for use only by persons who are at least 18 years of age. By using the Site and submitting the Application, you confirm to us that you meet these requirements. Access to the Site is prohibited for conflicting commercial purposes.

2.2 It is your responsibility to ensure your equipment (computer, laptop, netbook, tablet or other mobile device) meets all the necessary technical specifications to enable you to access and use the Site and submit your Application and is compatible with the Site.

2.3 We cannot guarantee the continuous, uninterrupted or error-free operability of the Site. There may be times when certain features, parts or content of the Site, or the entire Site, become unavailable (whether on a scheduled or unscheduled basis) or are modified, suspended or withdrawn by us, in our sole discretion, without notice to you. To the fullest extent permitted by law, we will not be liable to you for any unavailability, modification, suspension or withdrawal of the Site, or any features, parts or content of the Site.

2.4. You guarantee that the information about yourself, your VISA (if applicable), documents and other data provided in the Application form and anywhere else to Wonder Grottole and/or Airbnb is true, accurate and up to date and that if any of such information changes at any point you will duly inform Wonder Grottole and/or Airbnb.

### **3. Modification of these Terms**

We reserve the right to modify these Terms at any time in accordance with this provision. If we make changes to these Terms, we will post the revised Terms on the Site and any such change will become immediately effective upon posting. If you disagree with the revised Terms, you shall cease using the Site and, if you have already submitted your Application, you must terminate your agreement with us by [notifying us](#) of such and requesting to withdraw your Application, in which case you will not be included in the selection process to participate in the Sabbatical (the "**Selection**"). If you do not terminate your agreement with us before the date the revised Terms become effective, your continued access to or use of the Site will constitute your acceptance of the revised Terms.

### **4. Content**

4.1 We may, at our sole discretion, personally or via third parties: (i) create, upload, post, send, receive and store content, such as text, photos, audio, video or other materials and information on or through the Site; and (ii) access and view any information or content that we make available on or through the Site.

4.2 The Site and contents thereof may in their entirety or in part be protected by copyright, trademark and/or other laws of Italy, Ireland, the United States and other countries. You acknowledge and agree that the Site, including all associated intellectual property rights, are the exclusive property of Wonder Grottole, Airbnb and/or our licensors or authorizing third-parties. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site. All trademarks, service marks, logos, trade names and any other source identifiers of Wonder Grottole and/or Airbnb used on or in connection with the Site and contents thereof may be trademarks or registered trademarks of Wonder Grottole and/or Airbnb in the United States, Ireland, Italy and abroad. Trademarks, service marks, logos, trade names and any other proprietary designations of third parties used on or in connection with the Site are used for identification purposes only and may be the property of our respective owners.

4.3 You will not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Site and contents thereof, except to the extent you are the legal owner of certain contents or as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Wonder Grottole,

Airbnb and/or its licensors, except for the licenses and rights expressly granted in these Terms.

4.4 By creating, uploading, posting, sending, receiving, storing or otherwise making available any content on or through the Site, you grant to each Wonder Grottole and Airbnb a non-exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable and transferable license to such consent to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast and otherwise exploit in any manner such contents to provide and/or promote the Site or the Sabbatical, in any media or platform.

4.5 You are solely responsible for all information and contents that you make available on or through the Site. Accordingly, you represent and warrant that either: (i) you are the sole and exclusive owner of all contents that you make available on or through the Site, or you have all rights, licenses, consents and releases that are necessary to grant to Wonder Grottole and/or Airbnb the rights in and to such contents, as contemplated under these Terms; and (ii) neither the contents nor your posting, uploading, publication, submission or transmittal of the contents or Wonder Grottole's and/or Airbnb's use of the contents (or any portion thereof) will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

4.6 You will not post, upload, publish, submit or transmit any contents that: (i) are fraudulent, false, misleading (directly or by omission or failure to update information) or deceptive; (ii) are defamatory, libellous, obscene, pornographic, vulgar or offensive; (iii) promote discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (iv) are violent or threatening or promote violence or actions that are threatening to any other person or animal; (v) promote illegal or harmful activities or substances; or (vi) violate the Official Rules or any Wonder Grottole's or Airbnb's policy or any other policy. Wonder Grottole and/or Airbnb may, without prior notice and in their sole discretion, remove or disable access to any contents that Wonder Grottole and/or Airbnb find to be in violation of these Terms, the Official Rules, Wonder Grottole's and/or Airbnb's then-current policies or standards or which may otherwise may be harmful or objectionable to Wonder Grottole and/or Airbnb or our property, our members or third parties.

4.7 If you believe that any content on the Site infringes copyrights you own, please notify us immediately.

4.8 The Site may, from time to time, include links to external sites or to Grottole's and/or Airbnb's websites to provide you with access to information or services on the Sabbatical or village of Grottole that you may find useful or interesting before submitting your Application and information on the activities and services carried out in general by Grottole and/or Airbnb. To the fullest extent permitted by law and unless the sites are those of Grottole and/or Airbnb, we are not responsible for the content of the external sites or for anything provided by them and do not guarantee that they will be continuously available. The fact that we include links to such external sites does not imply any endorsement of or association with these operators or promoters.

## **5. Termination and other Measures**

5.1 In addition to section 3 above, you may terminate this agreement at any time by sending us an [email](#), notifying us explicitly of your intention.

5.2 Wonder Grottole and/or Airbnb may immediately, without notice, terminate this agreement and/or stop providing access to the Site if, in its opinion: (i) you have materially breached your obligations under these Terms, or any of the applicable policies or standards and, if a cure period is offered, failed to cure them within the reasonable period indicated by Wonder Grottole and/or Airbnb; (ii) you have violated applicable laws, regulations or third party rights; or (iii) Wonder Grottole and/or Airbnb determine in good faith that such action is reasonably necessary to protect the personal safety or property of Wonder Grottole and/or Airbnb or third parties (for example in the case of fraudulent behaviour of an applicant).

5.3 In addition, Wonder Grottole and/or Airbnb may take any of the measures listed below in the following circumstances: (i) to comply with applicable law, or the order or request of a court, law enforcement or other administrative agency or governmental body; (ii) if you have breached these Terms of Use, any applicable policies or standards, applicable laws, regulations or third party rights; (iii) if you have provided inaccurate, fraudulent, outdated or incomplete information during the Selection or in the Application or thereafter; (iv) if you and/or your Application at any time fail to meet any applicable quality or eligibility criteria; or (v) if Wonder Grottole and/or Airbnb determine in good faith that such action is reasonably necessary to protect the personal safety or property of Wonder Grottole and other participants to the Selection:

- limit your access to or use of the Site and contents thereon;
- reject your Application form; and/or
- exclude you from the Selection and/or the Sabbatical.

You will be in no case entitled to compensation or damages.

5.4 Except if you reside in Germany, in the event that you or we terminate this agreement, the clauses of these Terms of Use that reasonably should survive termination of the agreement will remain in effect.

## **6. Disclaimers**

**If you choose to use the Site and contents provided thereon for any purpose, including that of participating to the Sabbatical, you do so voluntarily and at your sole risk. The Site and content therein is provided “as is”, without warranty of any kind, either express or implied.**

**You agree that you have had whatever opportunity you deem necessary to investigate Wonder Grottole's and/or Airbnb's policies and services, as well as any laws, rules or regulations that may be applicable to the Sabbatical and you affirm that you are not relying upon any representation or statement of law or fact made by Wonder Grottole and/or Airbnb relating to any of the information provided.**

**If you submit an Application and we choose to conduct identity verification or background checks on you or other applicants to the Sabbatical, to the extent permitted by applicable law, we disclaim warranties of any kind, either express or implied, that such checks will identify prior misconduct by you or other participants nor guarantee that you or such participant will not engage in misconduct in the future.**

**You agree that some of the activities to be carried out during the Sabbatical may entail risks, and by participating in the Sabbatical, you choose to assume those risks voluntarily. You assume full responsibility for the choices you make before, during and after your participation in the Selection and Sabbatical. To the maximum extent**

permitted by law, you agree to release and hold harmless Wonder Grottolo and/or Airbnb from all liabilities and claims that arise in any way from any injury, death, loss or harm that occurs to you during the Selection and Sabbatical and acknowledge that it is solely your responsibility to secure relevant insurance coverage for your participation.

The foregoing disclaimers apply to the maximum extent permitted by law. You may have other statutory rights in your place of residence. However, the duration of statutorily required warranties, if any, shall be limited to the maximum extent permitted by law.

## **7. Liability**

**7.1 Unless your Country of Residence is in the EU, you acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the Site, your publishing of any content, submittal of your Application and participation to the Sabbatical remains with you. Neither Wonder Grottolo, Airbnb nor any other party involved in creating, producing or delivering the Site and contents thereon will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for bodily injury, death or any damages arising out of or in connection with (i) these Terms of Use, (ii) from the use of or inability to use the Site or submit the Application and whether or not Wonder Grottolo and/or Airbnb have been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose. The limitations of damages set forth above are fundamental elements of the basis of the bargain between Wonder Grottolo and/or Airbnb and you. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you. If you reside outside of the U.S., this does not affect Wonder Grottolo's and/or Airbnb's liability for death or personal injury arising from negligence, nor for fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.**

**7.2 If your Country of Residence is in the EU, Wonder Grottolo and/or Airbnb are liable under statutory provisions for intent and gross negligence by us, our legal representatives, directors, or other vicarious agents. The same applies to the assumption of guarantees or any other strict liability, or in case of a culpable injury to life, limb, or health. Wonder Grottolo and/or Airbnb are liable for any grossly negligent or wilful breaches of essential contractual obligations by us, our legal representatives, directors, or other vicarious agents. Essential contractual obligations are such duties of Wonder Grottolo and/or Airbnb in whose proper fulfilment you regularly trust and must trust for the proper execution of the contract but the amount shall be limited to the typically occurring foreseeable damage. Any additional liability of Wonder Grottolo and/or Airbnb is excluded to the fullest extent permitted at law.**

## **8. Indemnification**

You agree to release, defend (at Wonder Grottolo's and/or Airbnb's option), indemnify, and hold Wonder Grottolo and/or Airbnb and our affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with: (i) your breach of these Terms of Use or other

applicable policies or standards; (ii) your improper use of the Site or any Wonder Grottole's and/or Airbnb's Services; or (iii) your breach of any laws, regulations or third party rights, including those to take part to the Sabbatical.

## **9. Applicable Law and Jurisdiction**

9.1 If your Country of Residence is the United States, these Site Terms of Use 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 we both agree to some other location. You and we both consent to venue and personal jurisdiction in San Francisco, California.

9.2 If your Country of Residence is China these Site Terms of Use will be interpreted in accordance with the laws of China ("China Laws"). Any dispute arising from or in connection with these Site Terms of Use shall be submitted to the China International Economic and Trade Arbitration Commission (CIETAC) for arbitration in Beijing which shall be conducted in accordance with CIETAC's arbitration rules in effect at the time of applying for arbitration, provided that this section shall not be construed to limit any rights which Airbnb may have to apply to any court of competent jurisdiction for an order requiring you to perform or be prohibited from performing certain acts and other provisional relief permitted under China Laws or any other laws that may apply to you. The arbitration proceedings shall be conducted in English. The arbitral award rendered is final and binding upon both parties.

9.3 If your Country of Residence is outside of the United States and China, these Site Terms of Use 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 on your rights or most favourable conditions as a consumer according to the consumer protection regulations of your country of residence. If you are acting as a consumer, judicial proceedings that you are able to bring against us arising from or in connection with these Site Terms of Use may only be brought, at your choice, in a court located in Ireland or a court with jurisdiction in your place of residence. If we wish to enforce any of our rights against you as a consumer, we may do so only in the courts of the jurisdiction in which you are a resident.

## **10. General Provisions**

10.1 Except as they may be supplemented by additional terms and conditions, policies, guidelines or standards, these Terms of Use constitute the entire agreement between Wonder Grottole and/or Airbnb and you pertaining to the subject matter hereof, and supersede any and all prior oral or written understandings, representations or agreements between Wonder Grottole and/or Airbnb and you in relation to the access to and use of the Site.

10.2 No joint venture, partnership, employment or agency relationship exists between you and Wonder Grottole and/or Airbnb as a result of this agreement or your use of the Site.

10.3 These Terms of Use do not and are not intended to confer any rights or remedies upon any person other than the parties.

10.4 If any provision of these Terms of Use is held to be invalid or unenforceable, such provision will be struck and will not affect the validity and enforceability of the remaining provisions.

10.5 Wonder Grottole's and/or Airbnb's failure to enforce any right or provision in these Terms of Use will not constitute a waiver of such right or provision unless explicitly acknowledged and agreed to by us as such in writing. Except as expressly set forth in these Terms of Use, the exercise by either party of any of their remedies under these Terms of Use will be without prejudice to their other remedies under these Terms of Use or otherwise permitted under law.

10.6 You may not assign, transfer or delegate this agreement or your rights and obligations hereunder without Wonder Grottole's and/or Airbnb's prior written consent, to be granted at our sole discretion. Wonder Grottole and/or Airbnb may without restriction assign, transfer or delegate this agreement and any rights and obligations hereunder, at our sole discretion, with 30 (thirty) days prior notice. Your right to terminate this agreement at any time remains unaffected.

10.7 If you have any questions about these Terms of Use please contact us by [email](#).