## The Italian Sabbatical – Selection Rules/Ts&Cs

Last Updated: 25 January 2019

NO PURCHASE OR PAYMENT NECESSARY TO PARTICIPATE. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF BEING SELECTED.

When you submit a submission for this Selection, you agree with the official rules below ("Official Rules").

"**Organizer**" means the organizer of this selection ("**Selection**"), Wonder Grottole S.r.l. Impresa Sociale with registered office in Grottole (MT), at Rione Vittorio Emanuele no. 5, Italy.

"**Sponsor**" means the sponsor of this Selection: Airbnb Ireland UC, the Watermarque Building, South Lotts Road, Ringsend, Dublin 4, Ireland. For the purposes of these Official Rules, when reference is made to data protection aspects, Sponsor shall mean:

- if your country of residence is the United States, 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 Official Rules does not include Hong Kong, Macau and Taiwan) and Japan, 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 Official Rules does not include Hong Kong, Macau and Taiwan), Airbnb Internet (Beijing) Co., Ltd., 01B, Room 1401, Unit 1, Building 1, No.1 East Third Ring Middle Road, Chaoyang District, Beijing;
- if your Country of Residence is Japan, Airbnb Global Services Limited, 25-28 North Wall Quay, Dublin 1, D01 H104, Ireland.

The Organizer is also referred to herein as "We" or "Us".

**Aim of the Selection**. The aim of the Selection is to identify four (4) people ("Participants") who will be offered once-in-a-lifetime opportunity to escape the rat race and move to the beautiful Italian countryside village of Grottole, located in southern Italy's picturesque province of Matera, the European Capital of Culture 2019 and UNESCO World Heritage Site (the "Sabbatical"). The Participants in the Sabbatical will experience the authentic Italian rural life for three months.

Volunteering for the local non-profit organization Wonder Grottole, Participants will learn the Italian language, how to run the community Vegetable Garden and how to farm and cook some of the ingredients in delicious Italian dishes. After the first month of training with the Organiser, Participants will then focus on passing on this knowledge to visitors, by hosting an Airbnb Social Impact Experience on behalf of Wonder Grottole and co-hosting stays at the Wonder Grottole Community Center, or any alternative venue, to be listed on Airbnb.

How to participate. Eligible entrants into the Selection ("Applicants"/"you") who have reached the age of eighteen (18) at the time of entry, may enter the Selection from 15th January 2019 at 10:00 am Central European Time until 17th February 2019 at 11:59 pm Central European Time by following the process below. Submissions must be received through the below process by the close of the Selection to be eligible. Submissions received after 17th February 2019 11:59 pm Central European Time will not be taken into consideration and will be automatically discarded. Applicants who are eighteen (18) or over but still under the age of majority in their jurisdiction of residents must have the permission of their parent/legal guardian, and their agreement to these Official Rules, to participate.

**Process**. To enter into the Selection and to try to take part to the Sabbatical described above, you have to:

- 1. Go to the www.italiansabbatical.com page ("**Site**")
- 2. Click on the "[Apply now]" button;
- 3. Fill in the application form with the required personal and contact details (where all communications relating to the Selection will be sent to) and answers to the questions indicated in the application form, including the open questions in order to explain (i) your story and why are you ready to move to Grottole and take a sabbatical, and (ii) how you could make a difference in Grottole and what you can share with the local community (the "Submission");
- 4. Accept these Official Rules and confirm having read the Privacy Policy available on the Site;
- 5. If selected among the finalists, attend one or more video conference interviews about the Sabbatical experience and your motivation and provide, if requested, further information about you.

Each Applicant can only enter one (1) Submission and you represent that you are at least 18 years old at the time you enter and that you have obtained the permission of your parent/legal guardian, where necessary. Released Parties (defined below) are 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 which are beyond the Released Parties' reasonable control or for

any other errors of any kind, whether mechanical, technical, network, printing, typographical, human or otherwise relating to or in connection with the Selection, including, without limitation, errors or problems which may occur in connection with the administration of the Selection, the processing or judging of entries, the announcement of the finalists or of the Participants or in any Selection-related materials. By entering the Selection, Applicants agree that in case of their selection they are under no legal or physical constraint to join the Sabbatical, as described under the Eligibility section below, that they may be contacted by Us in relation to the Selection and/or the Sabbatical, agree to take part in any publicity that occurs as a result of the Selection and/or the Sabbatical and grant Us and the Sponsor and the Sponsor's group companies as well as their agents the right to use their personal data including without limitation their names, images, likeness and towns/countries of residence, and agree to being filmed and photographed with such material potentially being used by Us or the Sponsor worldwide in all media in perpetuity at Our or the Sponsor's discretion (including without limitation statements made about the Selection, the Sabbatical, Us, the Sponsor and the Participants, activities, experiences and opinions). Prior to acceptance into the Sabbatical, Applicants may be required to execute a separate document to confirm their acceptance of this provision and to indemnify Us and the Sponsor in relation to such provision.

The Applicants acknowledge that the participation to the Sabbatical, in case of selection, will be individual. Consequently children or other dependants of the Participants will not be permitted to attend. Couples wishing to participate together to the Sabbatical, shall file two single Submissions indicating that they wish to participate with the respective partner. In such case each of them shall meet the eligibility criteria and comply with the provisions of these Official Rules.

The purpose, nature, period and time extent of all and any such use of personal data are hereby recognized, accepted and confirmed by the Applicant as a necessary condition of entry into the Selection. Moreover the Applicants acknowledge that, if selected upon the finalists of the Selection, We or the Sponsor may perform, at our sole discretion, background checks on the information provided in order to ascertain or confirm eligibility to participate to the Selection and, if applicable, to take part to the Sabbatical.

**Eligibility**. The Selection is open to residents, aged eighteen (18) or over, of the following countries only: **United States**, **Mexico**, **Argentina** (except for the province of Mendoza), **Italy**, **UK**, **Ireland**, **Germany**, **France**, **Spain**, **Portugal**, **Netherlands**, **Australia**, **Canada** (except for Quebec), **India** and **Japan**. If you are not resident in one of the listed countries, you are not eligible to enter or participate in the Selection. By entering, Applicants agree that the Participants will be selected from all complete Submissions received from these countries.

Moreover, eligible Applicants must meet the following requirements:

1. Holding a valid passport for up to six (6) months after the end of the Sabbatical

- 2. Holding or being entitled to a VISA required to remain in Italy for the 3 (three) months of the Sabbatical, including any travel or relevant permit which may be required to volunteer for the Organisation;
- 3. Speaking at least an intermediate (conversational) level of English;
- 4. Being in sufficient physical condition to participate in the Sabbatical and rural life in general.

Directors, officers, employees and agents of Organizer and Airbnb, or their subsidiaries or affiliates (collectively, "Released Parties"), and the members of their immediate families or households (including without limitation spouse, partner, housemates, children, parents, siblings, grandparents, and grandchildren), are not eligible.

To take part to the Sabbatical, the Participants will need to sign a volunteer agreement with the Organizer and procure, before the start of the Sabbatical, proof of fitness to participate and a valid insurance coverage with a primary insurance company covering, for the whole duration of the Sabbatical, including travels, their stay in Grottole as well as any sickness or injuries while in Grottole.

**Participants' Selection**. Up to thirty (30) finalists will be selected from the Submissions and invited to one or more rounds of individual video conference interviews with one or more members of the Selection Committee. Four (4) of the finalists will be selected as Participants of the Selection and will undertake the Sabbatical. Other four (4) Applicants within the finalists will be selected as reserves in case any one of the Participants decides not to join the Sabbatical or is not in a position to do so.

The entries will be shortlisted and finalists will be chosen entirely on merit, based on the following criteria applied by a selection committee ("Selection Committee"):

- Twenty-five percent (25%) Creativity: How creative is the answer and how much does it delight us?
- Twenty percent (20%) Originality: How does it surprise us? Is it a unique perspective?
- Fifteen percent (15%) Responsive: How well does it respond to the questions?
- Twenty percent (20%) Artistic Merit: Do you have any skills or passions? (e.g. are you an artist, do you play music, do you have craft skills or expertise, how are your cooking skills, do you have a passion for photography, etc.)

Participants will be chosen after the video conference interview(s), based on the following additional criteria:

- Ten percent (10%) shown ability to live in a foreign countryside village for three (3) months, enjoy outdoors activity and live as a farmer,

- Ten percent (10%) shown ability to contribute to the local community and volunteer for Wonder Grottole projects and activities.

The Selection Committee will be comprised of three (3) members ("Selection Committee Members") as follows:

- One citizen of Grottole, Italy;
- One member of Wonder Grottole Foundation;
- One member of the Airbnb team

The Selection Committee Members' decisions are final and binding. If substantially similar Submissions are submitted by different Participants, the Selection Committee Members will select only the best version of that idea, as determined by the Selection Committee Members in their sole discretion. If in the opinion of the Selection Committee Members no suitable Submissions are received, or no Participants - including the four (4) reserves selected among the finalists - respond or can be reached as set out in these Official Rules, then We may cancel, extend or repeat the Selection in Organizer's sole discretion. In the event of a tie, such tied Submissions will be evaluated by a tie-breaking Selection Committee Member using the criteria set forth above to determine the Participants. Evaluations by the Selection Committee Members will not be revealed. The possibility of being selected as a Participant will depend on the number and caliber of Submissions and the contents of your Submission.

By entering the Selection, Applicants expressly acknowledge and agree that, in case they are selected as finalists, they may be requested to provide further information about themselves, such as:

- if they have a driving license and related details (expiry date, authority issuing it, which countries/vehicles the same is valid for, etc.);
- their Italian heritage;
- VISA and any other permit required to volunteer for Wonder Grottole confirmations;
- absence of any contractual or statutory obligations restricting or prohibiting the finalists' ability to volunteer at the non-profit organization "Wonder Grottole" during the Sabbatical;
- absence of any contractual obligations restricting or prohibiting the finalists' ability to appear in media and marketing content during the Sabbatical.

Moreover, Participants may be asked, before starting the Sabbatical, to either undergo a health check-up or procure a certificate of general good health.

As mentioned under the "Process" section above, to the extent permitted by applicable law, We may conduct background checks, at Our sole discretion, on the information you provide and on any other element which We may deem as relevant

for the purposes of this Selection.

**Prohibited Content.** Submissions must only contain the Applicant's original work and must not have been previously published, or entered in any other competition, 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) content that endorses/promotes illegal or harmful activity; (b) violent, profane, vulgar, obscene, defamatory or otherwise objectionable material; (c) adult material; or (d) defamatory content. We reserve the right to disqualify any Applicant who violates these prohibitions or any other provision of these Official Rules, or who's Submission We deem inappropriate for any reason, in Our sole discretion.

**License**. By submitting a Submission, Applicants grant Us and the Sponsor 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, communicate to the public, broadcast, perform, display, or otherwise use the Submission, 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, leaflets), whether now existing or later developed, for entertainment, promotional and/or advertising purposes and/or any other purpose. For the avoidance of doubt, the license referred to in this paragraph is a fully paid-up license. By entering, you guarantee that your Submission is original as referred to above, and that you have all necessary rights to provide the Submission and to grant to Us and the Sponsor the rights set out in these Official Rules. If lawful in your country/region/jurisdiction, you will indemnify and hold Us and the Sponsor harmless for any breach of these provisions. Only the Participants, or the reserves, if applicable, will be entitled to take part to the Sabbatical.

**Sabbatical**. Each Participant will be admitted to take part in the Sabbatical, which will constitute of experiencing an authentic Italian rural life in Grottole in Matera-Basilicata Italy for <a href="mailto:three">three</a> (3) months, from 1 June 2019 to 30 August 2019. In particular, the Participants:

- (i) will volunteer, during the whole Sabbatical, for the Organiser's non-profit organization "Wonder Grottole" to develop the local community and carry out social activities;
- (ii) will attend Italian language courses;
- (iii) will learn how to run the community vegetable garden and how to farm through the support of a local farmer for approximately two hours each day for the first month (festivity days excluded);
- (iv) will take cooking classes in order to learn how to cook local Italian food;
- (v) will host, during the second and third months, one Airbnb Social Impact Experience on behalf of the Organizer's non-profit organization "Wonder

- Grottole":
- (vi) will co-host, during the second and /third months, stays at the Wonder Grottole Community Center listed on Airbnb; and
- (vii) will be reimbursed by the Organisation for reasonable expenses incurred for food and other basic living costs in Grottole, provided documents (eg. receipts, invoices) are provided to demonstrate such expenses, up to a maximum limit which cannot in any case exceed 900 (nine-hundred) euros per month, per Participant.

Each Participant's travel to and from Grottole (i.e. from the nearest airport to the Participant's regular place of residence, at the beginning of the Sabbatical, and to such airport at the end of it) will be arranged by Us or the Sponsor, and accommodation during the Sabbatical will be arranged and provided by the Organizer via providers chosen, respectively by the Sponsor or the Organizer.

We may require one or more written confirmations or proof of eligibility, including without limitation proof of a valid passport and age of the Participants. No substitution or transfer for the purposes of taking part to the Sabbatical is permitted, unless decided by the Organiser with reference to the reserves selected by Us. Unforseen or changed circumstances rendering participation in the Sabbatical impossible will not entitle Participants to any compensation or cash payout.

**Sabbatical Conditions**. Save as may be required by any applicable mandatory laws, the Sabbatical will be as referred to in these Official Rules and is provided as is, with no express or implied warranty or guarantee. This Selection may be subject to applicable local laws and regulations, including but not limited to tax laws. Each Participant is solely responsible for any taxes applicable to or resulting from the participation to the Sabbatical, and We will have no obligation for any taxes that may be payable.

Participants may be filmed, photographed and otherwise recorded (including their voice, image, likeness, performances, etc.) during their Sabbatical at Grottole and We and the Sponsor may use such materials for any and all promotional and other purposes in any and all media worldwide in perpetuity – Participants will have no rights over such materials.

The Participants represent and warrant that they will behave as good citizens during their stay at Grottole and in general during the Sabbatical and that they will cooperate with the Organizer's personnel and other local citizens that will be present at Grottole. Participants agree they will not by any act or omission do anything which might bring Us or the Sponsor into disrepute and that doing so may result in the termination of their participation in the Sabbatical.

**Health and Safety**. Entry and in the Selection and/or participation in the Sabbatical is at each Participant's (or reserve's) risk, and health and safety is the Participant's

(or the reserve's) own responsibility. By entering the Selection, Applicants confirm they are in sufficient health condition to take part in the Sabbatical and to carry out the activities mentioned under the "Sabbatical" section above.

**Notification of the selection of the Participants**. The Participant(s) will be selected on 29th March 2019 and will be notified by email to the address provided during registration to the Site within 5 (five) working days from the completion of the Selection procedures. As mentioned above, each Participant must confirm their participation to the Sabbatical in writing within 7 (seven) calendar days of such notification by email to the following address italiansabbatical@gmail.com and provide evidence of entitlement to obtain a valid VISA to travel to Italy, stay in Grottole and volunteer for the Organizer for three (3) months within the following 15 (fifteen) calendar days. Refusal or inability to confirm participation to the Sabbatical or to provide the requested information or documentation within the mandatory terms set out above, as well as impossibility to clearly confirm your identity may result, at Our sole discretion, in disqualification from the Selection and further selection of other finalists. We and the Sponsor may publicly announce the name of the Participants within 30 (thirty) days of the close of the Selection, including through Our and the Sponsor's social media channels such as Twitter and Facebook.

You have made certain representations and warranties to Us and the Sponsor in entering the Selection for the Sabbatical. We have relied on the accuracy and truth of such representations and warranties in assessing your Submission. Should We, the Sponsor or our agents become aware of any fraud, deceit or similar action undertaken in connection with the Selection or otherwise, or any act or omission which might have an adverse effect on the Selection or on Our or the Sponsor's reputation (in Our opinion, which shall be final), We reserve the right in Our absolute discretion (without notice to you and without giving reasons) to (i) disqualify your Submission from the Selection; or (ii) terminate your participation in the Sabbatical.

**General Liability Release**. By entering into this Selection, Applicants release Us and the Sponsor, including any of Sponsor's group companies, from any liability whatsoever, on any theory, and waive all claims and causes of action arising from or related to this Selection, its fulfillment and any use or misuse of the Sabbatical (including any travel or activity related thereto), to the extent permitted by applicable law. However, nothing in these Official Rules limits or excludes any person's or entity's liability for death or personal injury caused by their negligence, fraud, or any other liability which may not as a matter of law be limited.

In relation to Applicants who are ordinarily resident in Germany, the following General Liability Release applies instead of the above: By entering this Selection, participants release Us and the Sponsor, including any of Sponsor's group companies, including our agents from any liability whatsoever, on any theory, and waive all claims and causes of action arising from or related to this Selection and/or fulfillment and/or participation to the Sabbatical. However, nothing in these Official Rules limits or excludes Our liability, that of the Sponsor and that of Our agents for damage from injury to life, body or health due to negligent breach of duty by Us, the Sponsor or our agents or intentional or negligent breach of duty by a legal representative or a person used to perform one of our obligations and those of Our agents and our liability, that of the Sponsor and that of Our agents for other damage arising from grossly negligent breach of duty or from an intentional or grossly negligent breach of duty by one of Our or the Sponsor's legal representatives and of Our agents used to perform one of Our obligations.

**Personal Data**. In order to administer the Selection, We and the Sponsor need to collect, review and store your personal data (e.g. name, contact details and Submission) ("**Selection Personal Data**"). The purpose of such processing of the Selection Personal Data is to enable Us to perform our obligations under these Official Rules. The Organizer and Sponsor control, as joint controllers, the Selection Personal Data but may share the Selection Personal Data with third party providers for the purpose of Selection administration and Sabbatical fulfillment.

The Organizer and Sponsor will process the names, addresses and likenesses of shortlisted Applicants, finalists and Participants ("Shortlist Personal Data") as joint controllers in order to perform their obligations under these Official Rules (including for the purpose of judging the Selection and selecting the Participants) and for Our legitimate interests (e.g. marketing and promotional purposes in relation to the Selection). We may also share the Shortlist Personal Data with third party providers in order to assist with Selection procedures.

In some circumstances, We and the Sponsor may need to ask you to provide Us and the Sponsor with sensitive personal data e.g. about your health. In these circumstances, We will ask for your consent to provide Us and the Sponsor with and for Us and the Sponsor to process such personal data, and potentially also to share such personal data third party providers. In some countries, your consent might be required to process your Personal Data. In these circumstances We or the Sponsor, as the case may be, will request such consent.

For more information on how We or the Sponsor process your Personal Data, please see the Privacy Policy on the Site.

## **Interpretation and Disputes.**

- If your Country of Residence is 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 we both agree to some other location. You and We both consent to venue and personal jurisdiction in San Francisco, California.
- If your Country of Residence is outside of 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 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 Official Rules 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.

**Miscellaneous**. The Selection 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 these Official Rules. To the extent permitted by applicable law, We may suspend, modify or terminate the Selection if We believe, in Our sole discretion, that malfunction, error, disruption or damage is impairing or will impair the administration, security, fairness, integrity or proper conduct of the Selection, in which case the participation to the Sabbatical will be permitted among the eligible Submissions received that were unaffected by the problem, if possible, or as otherwise deemed fair and appropriate by Us.

Applicants acknowledge that We may cancel, suspend, modify or terminate the Selection or the Sabbatical if We consider it necessary or appropriate to do so for reasons or circumstances which are beyond Our reasonable control. Such reasons or circumstances shall include but are not limited to, fire, storm, flood, earthquake, explosion, war, invasion, rebellion, sabotage, epidemic, labour 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).

If due to circumstances beyond Our control, We are unable to offer the Selection or the Sabbatical, or can only do so under altered conditions, We reserve the right to cancel this Selection or the Sabbatical or run them under such altered conditions.

Furthermore, Applicants waive and release Us and the Sponsor from any and all claims and causes of action arising from or related to any such cancellation, suspension, modification or termination. No transfer, refund, cash redemption,

substitution, cash equivalent or replacement of any Prize by any winner is permitted. Any part of the Sabbatical that has not been enjoyed nor benefited from by any Participant will be forfeited and will not be substituted.

With reference to any Italian Participants please note that this Selection does not constitute a Contest under the provisions of the Italian D.P.R. 430/2001.