

# Athlete Travel Grant Programme

## Terms and Conditions

Last updated: January 2025

NO PURCHASE OR PAYMENT NECESSARY TO APPLY. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR LIKELIHOOD OF BEING SELECTED TO RECEIVE THE ATHLETE TRAVEL GRANT AWARD.

When you submit an application for the Athlete Travel Grant Programme (the "**Programme**"), you agreeto these terms ("**Terms and Conditions**"). Please see the "Governing Law and Jurisdiction" section below for information about the applicable law and jurisdiction that govern these Terms and Conditions. If we make translations of these Terms and Conditions available, the English version shall prevail in the event of any inconsistency.

## Sponsor

The sponsor of the Programme is the International Olympic Committee ("**IOC**").

The provider of the Programme award is "**Airbnb**," which refers to the specific entity set forth below based on your country of residence:

- If your country of residence is the United States, you are contracting with Airbnb, Inc., 888 Brannan Street, 4th Floor, San Francisco, CA 94103, United States.
- If your country of residence is the People's Republic of China (which for purposes of these Terms and Conditions does not include Hong Kong, Macau and Taiwan) (hereinafter "China"), you are contracting with Airbnb Internet (Beijing) Co., Ltd. ("Airbnb China").
- If your country of residence is Japan, you are contracting with Airbnb Global Services Limited ("**Airbnb GSL**").
- If your country of residence is outside of the United States, China and Japan, you are contracting with Airbnb Ireland UC ("**Airbnb Ireland**"), The Watermarque Building, South Lotts Road, Ringsend, Dublin 4, Ireland.

The International Paralympic Committee ("**IPC**") will support the IOC and Airbnb in administering and delivering the Programme.

The IOC, IPC, and Airbnb are referred to collectively in these Terms and Conditions as "**we**" or "**us**" or "**our**" and by accepting these Terms and Conditions, you enter into a legally binding contract with each of the IOC, IPC, and Airbnb.

Even though the Programme may be advertised on social media, this Programme is in no way sponsored, endorsed or administered by, or associated with any social media platform (including without limitation Facebook, Instagram, Snapchat, X (formerly Twitter), TikTok or YouTube). You hereby release all social media platforms from any and all liability to the fullest extent permitted by law. Any questions, comments or complaints regarding this Programme must bedirected to Us, and NOT to any social media platform.

#### The Programme

The aim of the Programme is to provide accommodations support to up to 1,000 eligible athletes selected by the IOC, IPC and Airbnb ("**Recipients**"). Accommodations support will be provided in the form of a USD \$2,000 promotional credit from Airbnb applicable towards Airbnb stays (the "**Award**").

# Eligibility

The Programme is open to eligible individuals ("**Applicants**"/"**you**") who are aged 18 or over, and who are otherwise eligible to create an Airbnb account and receive the Award. Individuals who are not eligible to create an Airbnb account or receive or redeem the Award pursuant to the Airbnb Terms of Service (available at <a href="https://www.airbnb.com/terms">https://www.airbnb.com/terms</a>) are not eligible to receive the Award, even if satisfying all other eligibility criteria.

Moreover, to be eligible for the Programme, Applicants must complete the online application ("**Application**") available on the <u>Athlete365 website</u> in full, and:

- 1. Be currently competing under an IOC or IPC recognized federation within a sport that is part of the official programme of the upcoming Olympic or Paralympic Games or Olympic or Paralympic Winter Games.
- 2. Have competed at an elite level as defined by the IOC and IPC, including at one of the following competitions during the previous 12 months:
  - a. Qualifying event for the Olympic or Paralympic Games
  - b. World Championships
  - c. World Cup
  - d. Continental Championship
  - e. Olympic or Paralympic Games
- 3. Not be currently serving any sanctions, measures or provisional suspension in relation to a) a contravention of the Olympic Charter, the IPC Handbook or any other applicable regulation issued by the IOC or the IPC b) any doping-related offence or c) any other act against the integrity of sports competitions (e.g. match fixing).

The following are not eligible for the Programme: directors, officers, employees, independent contractors, advertisers and agents, including those of subsidiaries or affiliates of Airbnb, the IOC, and the IPC (collectively, "**Released Parties**"), and the members of their immediate families or households (including without limitation spouse, their partner, housemates, children, parents, siblings, grandparents, and grandchildren).

## **Athlete Competition Partner**

Athlete Competition Partners supporting a Paralympic athlete are only eligible to receive the Award as part of the Application of the athlete they support. The Applicant must indicate the name of the Athlete Competition Partner they compete with and their relevant information in the Application.

The definition of Athlete Competition Partner as per the IPC Accreditation Guide: "Athlete competition partners are persons without an eligible impairment whose participation is essential to guiding, piloting and directing athletes in designated sport classes that require such assistance during competition." Only one competition partner per Applicant can be indicated.

The Award cannot be reassigned and only the Athlete Competition Partner indicated in the Application is eligible to receive and redeem the Award. Recipient and the Athlete Competition

Partner must each have an Airbnb account and will each receive an Award.

#### **Award Restrictions**

The Award must be delivered to a valid Airbnb account in the name of the Recipient selected to receive the Award. Individuals who are not eligible to create an Airbnb account or receive or redeem the Award pursuant to the Airbnb Terms of Service (available at <a href="https://www.airbnb.com/terms">https://www.airbnb.com/terms</a>) are not eligible to receive the Award, even if satisfying all other eligibility criteria. The Award may only be applied towards the cost of accommodations booked by the applicable Recipient on Airbnb in association with training, medical, or competition-related travel, and isnot intended for non-sports-related personal use. The Award expires 12 months from the date it is issued. The Award may not be transferred and is not redeemable for cash or previous purchases. Additional terms apply; see <a href="https://www.athleteTravelSupport">Athlete TravelSupport</a> Credit Terms and Conditions for details.

#### How to Apply

Applicants who at all times comply with the eligibility conditions provided above, may apply for the Programme during the application period indicated on the Athlete365 website (the "**Application Period**") by submitting a complete Application including all mandatory information. Applications must be submitted by following the process outlined in these Terms and Conditions and must be received before the deadline provided above to be eligible. Applications received after the deadline or submitted by any other means will not be taken into consideration and will be automatically disregarded.

You can submit a maximum of one Application during the Application Period, and in doing so you represent that you are at least 18 years old at the time of applying and are eligible to receive the Award should you be selected as a Recipient. By entering, you agree that the Recipient will be selected from all complete Applications received from eligible Applicants. Applicants acknowledge that, if selected: (i) your entitlement to the Award will beindividual; and (ii) the Award may not be transferred.

To the maximum extent permitted by law, the **Released Parties** are not responsible for (i) computer or network problems, problems with servers, problems with email accounts; (ii) the failure to receive any Application for any reason beyond their reasonable control; or (iii) for any other errors of any kind relating to the Programme, whether mechanical, technical, network, printing, typographical, human, or otherwise, including administration errors or problems affecting the administration of the Programme, the processing or reviewing of entries, the announcement of the Recipient, or in any Programme-related materials.

You have made and will make certain representations and warranties to us in entering the Programme, and we will rely on the accuracy and truth of these representations in administering the Programme. Should we become aware of any fraud, deceit, or similar action undertaken in connection with the Programme or otherwise, or any act or omission which might have an adverse effect on the Programme or on our reputation, we reserve the right in our absolute discretion, without providing notice or justification to you, to disqualify your Application from the Programme.

## Programme Administration

Up to 1,000 Recipients will be selected from the Applications. Applications will be reviewed based on selection criteria designed by the IOC, IPC and Airbnb. All aspects of your Application will be considered as part of the evaluation, with a view to selecting the Applicants that best

fulfill the ambitions of the Programme to support elite athletes in need and that reflect its global and universal nature. This includes the originality and quality of the personal statement you provide, as well as other criteria contained in your Application, in particular geography and the sport you compete in.

Personal statements must include:

- ∉ A description of your athletic/Olympic/Paralympic goals and context on your journey.
- $\notin$  An explanation of how this grant would benefit your journey.
- $\notin$  Need for financial support
- ∉ Excitement for the Olympic/Paralympic Movement as a whole.

Qualifying Applications will be evaluated on the following criteria to determine final Recipients:

- ∉ Relevancy to the campaign.
- $\notin$  Background and storytelling demonstrated in the personal statement.
- ∉ Geographic and sport diversity.
- ∉ Likelihood to participate in the upcoming Olympic or Paralympic Games or Olympic or Paralympic Winter Games.

Recipients will be selected by the IOC, with administrative support by Airbnb and the IPC. The selection decisions are final.

To the extent permitted by applicable law, we may, at our discretion, conduct verification of the information you provide to us, and on any other element which we may deem as relevant to your Application to the Programme in order to verify the accuracy and truthfulness of the information provided or such other element deemed relevant, to check that you actually meet the eligibility conditions herein and generally to ensure your compliance with these Terms and Conditions. By entering the Programme, Applicants expressly acknowledge and agree that, if they are selected as Recipients, they may be required to provide further information about themselves in order to receive the Award, including as partof Airbnb's compliance screening processes.

## Notification/Announcement of the Recipients

Recipients will be selected within 10 weeks of the Application close date. Each Recipient will be notified of their selection using the email address provided by the Recipient as part of their Application.

Failure to comply with these Terms and Conditions may result, at our discretion, in your disqualification from receiving the Award and the selection of an alternative Recipient.

We may but are not required to publicly announce the names and/or the Country/Region of Residence of the Recipients, including through Airbnb, IOC and IPC communications and social media channels.

## **Prohibited Content**

You represent and warrant to us that the contents of your Application are accurate and do not violate any laws, rules or regulations, or the rights of any third party.



Applications may **not** contain: (i) endorsement or promotion of illegal or harmful activity; (ii) violent, profane, vulgar, obscene, defamatory or otherwise objectionable material; (iii) adult material; or (iv) defamatory content. We reserve the right to disqualify and void the Application of any Applicant who violates these prohibitions or any other provision of these Terms and Conditions, or whose Application we deem inappropriate for any other reason, in our sole discretion.

## **Licenses and Permissions**

By submitting an Application, subject to applicable data protection laws, you grant us a nonexclusive, perpetual (or for the term of the protection granted by the relevant intellectual property rights), worldwide, irrevocable, fully paid-up and royalty-free license to transform, edit, modify, reproduce, distribute, sub-license, transmit, publish, communicate to the public, broadcast, perform, display, or otherwise use the Application, in whole or in part, with or without modifications, in any form or medium (including internet, any printed medium distributed via press, billposting, point of sale advertising, flyers, leaflets, etc.), whether now existing or later developed, for any purpose, including entertainment, promotional and/or advertising. To the greatest extent permitted by law, you agree in our favour to waive and not to assert or invoke any so-called moral rights in relation to your Application (including the right to be identified as the creator of the work and the right to object to derogatory treatment of the work). By entering, you guarantee and warrant to us that your Application is original as referred to above, and that you have all necessary rights and consents, including exchange control approval where required, to provide the Application and to grant to each of us the rights set out in these Terms and Conditions, as well as having the consent of any person identified, depicted, or referred to inyour Application. If lawful in your jurisdiction, you will indemnify and hold us each harmless for any breach of these provisions.

By entering the Programme, you agree that if selected you may be contacted by us, our agents, or our partners in relation to the Programme and/or the Award (including in relation to publicity opportunities); you agree to provide reasonably requested documents in support of your Application, including documents related to eligibility as required by us; you grant us the right to process your personal data in accordance with the <u>IOC Privacy Policy</u>, the <u>IPC Privacy Policy</u>, the <u>Airbnb Privacy Policy</u>, and any supplementary privacy terms applicable to the Programme you are entering.

#### **General Liability Release**

Save as may be required by any applicable mandatory laws, the Award will be as referred to in these Terms and Conditions and is, to the maximum extent permitted by law, provided as is with no express or implied warranty, condition, or guarantee. This Programme may be subject to mandatory local laws and regulations, including tax laws. The Recipient is solely responsible for any taxes or social contributions applicable to or resulting from their undertaking of the Award, and we will have no obligation whatsoever for any related taxes or social contributions that may be payable.

By applying to the Programme, you release the Released Parties from any liability whatsoever,



on any theory, and waive, to the maximum extent permitted by applicable law, all claims and causes of action arising from or related to the Programme, its administration and/or redemption of the Award (including any travel or activity related thereto). However, nothing in these Terms and Conditions 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.

In relation to Applicants who are ordinarily resident in Germany, Austria, and Belgium, the following General Liability Release applies instead of the paragraph immediately above: By entering this Programme, Applicants release the Released Parties from any liability whatsoever, on any theory, and waive all claims and causes of action arising from or related to the Programme, its administration and/or redemption of the Award (including any travel or activity related thereto) for damage from injury to life, body or health due to their negligent breach of duty; intentional or negligent breach of duty by a legal representative or a person used to perform an obligation of a Released Party; or other damage arising from an intentional or grossly negligent breach of duty by a legal representative or a perform an obligation of a Released Party.

#### **Personal Data**

In order to administer the Programme, the personal data collected through your Application ("**Programme Personal Data**") will be collected, reviewed and stored by the IOC, a private, not-for-profit, international organisation recognised to be of public interest by the Swiss authorities and constituted in the form of a Swiss law association, having its registered office in Maison Olympique (Olympic House) 1007 Lausanne, Switzerland, in its capacity of data controller and the IOC shall share the Programme Personal Data with Airbnb and IPC, each organization acting as a separate controller. The provision of Programme Personal Data is obligatory. If you fail to provide the Programme Personal Data, you will not be able to participate in the Programme or redeem the Award. The purpose of processing the Programme Personal Data is to enable each organization to perform its obligations under these Terms and Conditions.

Airbnb and the IPC will process Programme Personal Data for the purpose of selecting, verifying and approving the Recipients. Airbnb will process Programme Personal Data for the purpose of delivering the Award, and verifying eligibility for the Programme and compliance with Airbnb's rules and policies. You hereby recognize, accept, and confirm that the purpose, nature, period, and extent of any such use of personal data are required in order for Airbnb, the IOC and the IPC to administer the Programme and are therefore a necessary condition of the Programme. Moreover, you acknowledge that Airbnb, the IOC, and the IPC may perform, separately and at each organization's sole discretion, background and/or verification checks on the information you have provided in order to verify the accuracy and truthfulness of the information provided or such other element deemed relevant and ascertain or confirm your eligibility to participate in the Programme and, if applicable, to redeem the Award and generally to ensure your compliance with these Terms and Conditions. If you have opted in to this service or qualify for it according to the law, Airbnb, the IOC and the IPC will also separately process your Programme Personal Data for marketing communications and promotional purposes in relation to the Programme.

The legal grounds supporting the respective processing of the Programme Personal Data by each organization for the purposes mentioned above are Airbnb's, the IOC's and the IPC's



legitimate interest and the necessity in order to process Applications, as well as where applicable your explicit consent.

We may also share the Programme Personal Data with third parties for the purpose of Programme and Award administration. These third parties can be located outside of Switzerland, such as in Canada and are further described in our respective privacy policies, as indicated at the end of this section below; for the purpose of these Terms and Conditions, they can include regulatory and compliance organizations, specializing in anti-doping programs and monitoring to ensure fair play in sports. Some of the aforementioned third parties may be based in countries that do not provide in their laws for a level of protection of your privacy equivalent to that applied within the European Economic Area (EEA) and the EuropeanUnion (EU). Before transferring data afforded GDPR-equivalent protections to such countries, each of Airbnb, the IOC and the IPC will implement safeguard mechanisms recognised by Swiss and European regulators. For the avoidance of doubt, the transfer of personal data between the IOC and Airbnb located in the US will rely on the standard contractual clauses (Commission Implementing Decision (EU) 2021/914 of 4 June 2021). A copy of them can berequested by contacting the point of contact indicated below.

Each of Airbnb, the IOC and the IPC will retain Programme Personal Data for no longer than necessary for the above-mentioned purposes and as authorised by applicable laws.

You can exercise your rights of access to, rectification, deletion and portability of, your personal data, limitation and objection to its processing, as well as your right to not be the subject of decisions based solely on the automated processing of your personal data, where appropriate, before us. To exercise your data protection rights, or for any question related to the processing of Programme Personal Data, you can contact the IOC at the following email address: privacy@olympic.org.

In cases where the EU General Data Protection Regulation (GDPR) applies, you have the right to lodge a complaint with a European Union supervisory authority, in particular, in the country of your habitual residence, place of work or place of the alleged infringement.

For more information on how each organization processes your Programme Personal Data and on Applicants' rights concerning their Programme Personal Data, please see the Airbnb Privacy Policy at <u>https://www.airbnb.com/terms/privacy policy</u>, the IOC Privacy Policy at <u>https://www.olympic.org/privacy-policy</u> and the IPC Privacy Policy at <u>https://www.paralympic.org/privacy</u>.

#### General

## Governing Law and Jurisdiction

As between you and Airbnb, these Terms and Conditions will be interpreted in accordance with the governing law, venue, and dispute resolution terms provided in the Airbnb Terms of Service available at <u>https://www.airbnb.com/terms</u>.

As between you and the IOC, these Terms and Conditions will be governed and interpreted by the laws of Switzerland, without reference to any conflict of laws, and any dispute which cannot be settled amicably shall be submitted to the exclusive jurisdiction of the Courts of Lausanne, Switzerland.

As between you and the IPC, these Terms and Conditions will be governed and interpreted by the laws of Germany, without reference to any conflict of laws, and any dispute which cannot



be settled amicably shall be submitted to the exclusive jurisdiction of the Courts of Bonn, Germany.

#### Cancellation, Suspension, Modification

As an Applicant, you acknowledge that, subject to applicable law and any approvals that may be required, we may cancel, suspend, modify or terminate the Programme 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). Furthermore, as an Applicant, you waive and release the Released Parties from any and all claims and causes of action arising from or related to any such cancellation, suspension, modification, or termination, to the fullest extent permitted by applicable law, and no transfer, refund, cash redemption, substitution, cash equivalent, or replacement of the Award by any Applicant or Recipient is permitted.

The Programme is void where prohibited. If any provision or part-provision of these Terms and Conditions 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 partprovision shall be deemed deleted. Any modification to or deletion of a provision or partprovision under this clause shall not affect the validity and enforceability of the rest of these Terms and Conditions. To the maximum extent permitted by applicable law, we may suspend, modify, or terminate the Programme 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 Programme. If applicable, in such case any new Recipient will be selected from among the eligible entries received that were unaffected by the problem, if possible, or as otherwise deemed fair and appropriate by us.

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