

General Terms & Conditions

Dream Stay competition in association with Booking.com

Enter beginning of 20.05.2019 through 30.06.2019. To Enter: Comment on the influencer post about your Dream Stay (as found on Booking.com) and stand a chance to win that dream stay for two (2) nights for two (2) people.

There will be one (1) winner per influencer with fourteen (14) influencers in total.

Prize: Win a two (2) night stay for two (2) people in a Booking.com property type (excluding hotels). Booking.com will cover the accommodation costs only. Winners will need to cover any other costs incurred. Duration of the accommodation will be consecutive 2 days. The Prize is subject to change at promoter's sole discretion and is subject to property availability. The Prize must be claimed between 01.09.2019 and 30.11.2019. The winners will be notified by the influencer via an Instagram post. Booking.com will reach out directly to the winners thereafter.

The Prize value will be approximately €500 per winner. Promoter:
Booking.com B.V. Herengracht 597, 1017 CE Amsterdam, Netherlands.

Full Terms and Conditions:

Eligibility:

1. Entrants must ensure that their participation (including the acceptance of any prize awarded) is lawful in accordance with the laws of the country in which they reside. This competition is void where prohibited. The Promoter shall not be taken to make any representations, express or implied, as to the lawfulness of any individual's participation, or as to any other aspect of any Competition.
2. Employees of the Promoter, its parent company Booking Holdings Inc. and/or its affiliated companies, their direct family and anyone otherwise connected with the Promoter, are exempt from entering the Competition.

Competition Period:

1. The Competition Period begins at 00.01 GMT on 20.05.2019 and ends at 23.59 GMT on 30.06.2019 (the "Competition Period").

How To Enter:

1. Entry into the Competition can only be made by posting a comment on the Influencer competition post and fulfilling on the competition requirements.
2. To Enter: Find your dream stay on Booking.com. Enter by posting a comment on the influencer competition post and include: the name of your dream stay (name of property listed on Booking.com), why it is your dream stay and tag a friend. Followers are encouraged to use the hashtag #dreamstay.
3. In order to claim your prize you must be lawfully authorized to do so in accordance with the laws of the country in which you reside. The competition is void where prohibited. You will be required to provide: (i) your name, (ii) email address and (iii) telephone number.
4. **All Entries must be completed by 23.59 GMT on 30.06.2019.** Entries after this deadline date and time will not be eligible to participate in this Competition.

Entry Submission Guidelines and Restrictions:

1. One Entry per person.
2. All Entries must be made directly by the person entering the Competition.
3. Bulk Entries from trade groups, consumer groups or third parties will not be accepted. Incomplete entries or entries which do not satisfy the requirements of

these Terms and Conditions in full will be disqualified and will not be counted.

4. Entry must not in any other way violate applicable federal, state, country, provincial or local laws and regulations; it must not contain illegal content; and it must be suitable for presentation in a public forum.
5. Entry must not promote any political agenda.

Judging to determine Winners:

1. On or about 12.07.2019 at the offices of Booking.com all Entries submitted will be judged on the following judging criteria (the “**Criteria**”):

- Has the Entrant commented on the influencer post
- Has the Entrant included the name of the Property that they regard as their Dream Stay as listed on Booking.com.
- Has the Entrant provided a reason why the property selected is their dream stay.
- Has the Entrant tagged another person in their comment.

2. The Promoter will select the winner based on the creativeness of the comment and why the property is their dream stay. This is at the Promoter’s sole discretion.

3. The decision of the Promoter shall be final and no correspondence will be entered into.

Prizes and Approximate Values:

1. There will be Fourteen (14) Prizes consisting of accommodation for a two (2) night stay for two (2) people

2. The confirmed winners must be willing and available to travel between 01.09.2019 and 31.11.2019. Approximate Retail Value per prizes is €500 (five hundred euros)

3. Total value of all Booking.com prizes offered in this Competition is €7,000 (seven thousand euros).

Prize/Travel Information and Restrictions:

1. The Promoters may refuse to award a Prize, or seek its recovery, in the event of an Entrant's fraud, dishonesty or non-entitlement under these Terms and Conditions.

2. Only the confirmed winners as verified by the Promoter will receive the Prize listed herein.

3. Submission of an Entry does not constitute or warrant receipt of a Prize.

4. Winners are prohibited from selling their Prize. Should Booking.com learn that a winner is selling their Prize, Booking.com reserves the right to void the Prize.

5. In no event will the Promoter be obligated to award more prizes than the number of available prizes stated in these Terms and Conditions.

6. Prizes are non-transferable and no cash or other alternative to the prizes are available in whole or in part. In the event of unforeseen circumstances, the Promoter reserves the right to substitute an alternative Prize of equal or greater value.

7. The winner(s) are entirely responsible for assessing and paying all applicable federal, provincial, state and local taxes in any respect of the prize received, if any, including any income or withholding taxes. In the event that the Promoter is or may reasonably become obliged to pay any withholding tax in relation to the Prize, the Promoter is entitled to deduct such tax from a Prize.
8. Prizes are non-refundable and non-transferable; black-out dates and restrictions may apply. All travel must be booked at the Promoter's sole discretion. No substitutions or transfer of prizes allowed.
9. Once the accommodation has been booked, it will only be valid for dates and times shown.
10. The Promoter fully respects freedom of speech, but prior to entering the competition, those selected as winners must not have uttered, posted, published or caused to be published by way of press, radio, television or in any social medium, any comments that are likely to discredit or damage the reputation of the Promoter or their product(s) or service(s) or be in breach of the rules of the relevant media. In addition winners must not do so during the life of the promotion. If the Promoter, in its absolute discretion, decides that a winner has breached this condition, that winners' entitlement to the Prize may be cancelled and a substitute winner chosen on the same basis as the original winner.
11. Travel (or any costs other than accommodation) is not included in the Prize;
12. If a booking is cancelled by the winner, no alternative bookings will be issued and for the avoidance of doubt, no compensation and/or refund will be provided.

13. The winner will be solely responsible for arranging and paying for travel, back to their point of origin. Winners are solely responsible for determining and complying with all applicable international/domestic travel procedures and restrictions.
14. All travelers must possess required travel documents and will require a passport valid for at least 6 months on date of travel; any necessary visas or (travel) insurance are the responsibility of the winner and their guest/ and must meet Entry requirements.
15. For the avoidance of doubt, the prize includes accommodation only.
16. The travelers may be required to sign a legal waiver, confidentiality undertaking, assignment of rights and disclaimer of liability as a condition of accepting and partaking in the Prize;
17. The travelers must inform the Promoter of any wheelchair or any similar access needs.
18. All medical conditions are required to be detailed in advance of the booking and a doctor's note may be required.

General Release and Liability Release:

1. By participating in this Competition, Participants will be deemed to have accepted that they are bound by these Terms and Conditions.
2. By entering this Competition, winners hereby grant the Promoter (or the Promoter's designee) the exclusive right to film, tape, sound record and photograph their activities in connection with the Competition and (if applicable) any Prizes. This could include travelling (transportation), sightseeing, accommodation visits etc. The footage will only be made with prior notice to winners and in consultation with the winners. Everything filmed, taped or recorded by the Promoter (or the Promoter's designee) shall be known as

“Footage”. All Entrants hereby irrevocably and unconditionally assign to the Promoter with full title guarantee (and by way of present assignment of present and future rights) all intellectual property rights in any Footage throughout the world for the full unexpired period of such rights and all renewals, reversions and extensions of such period as may be provided under any applicable law throughout the world. All Entrants hereby irrevocably and unconditionally waive in favor of the Promoter, Booking.com, their licensees, assigns and successors in title, all moral rights in any Footage to which he or she is, or may at any time in the future be, entitled.

3. No liability is accepted for illegible, incomplete, fraudulent or late entries.
4. By entering the Competition, entrants and winners agree that they may be contacted by the Promoter in relation to the Competition and agree to take part in any publicity that occurs as a result of the Competition and grant the Promoter and their partner companies and agents the right to use their personal name, country of residence, name of their property and city and country of their property, details of the entry and any associated pictures or visuals in relation to the promotion of the Competition and the results of the Competition. This could include but is not limited to promotion on websites, press releases, case studies, and media, filming during the stay, social media and print. We may alter or edit the entry content as appropriate, for the promotion of the Competition and its results. This is also applicable for the guests that the winner is permitted to share the prize with. If you provide personal data about another person it is your responsibility to ensure that the person you have provided personal data about is aware that you have done so and has accepted how Booking.com uses its data. Please see below under privacy for more information.

5. Promoter, its affiliates, subsidiaries, vendors, advertising and promotion agencies will have no responsibility for promotional materials that may be illegible, mutilated, altered, forged, duplicated or tampered with in any way, or for printing,

typographical, mechanical or other errors or for any error in the notification or announcement of the Prize.

6. In unexpected events and, despite the Promoter's best endeavors, if they are unable to administer the Competition fairly or properly, the Promoter and their affiliated companies are not responsible and have the right to cancel or change the Competition. This will only be done in exceptional circumstances. The Promoter also has the right to disqualify a participant if they tamper or abuse the entry process and they will not be entitled to the Prize if they have acted fraudulently or dishonestly.
7. The Promoter cannot accept any responsibility for any damage, loss or injury suffered by any entrant entering the Competition or as a result of accepting or participating in any prize.
8. Entrants assume all liability for any injury or damage caused, or claimed to be caused, by participation in this Competition or use or redemption of any prize. Booking.com and its subsidiaries, affiliates, promotion agencies, vendors, prize suppliers and each of their respective directors, officers, employees and assigns, will have no liability for any claim arising in connection with participation in this Competition (including any harm caused or claimed to be caused during the shooting of the Footage), or the acceptance or use of any prize.
9. Entrant releases Promoter from any claims arising out of any use or disclosure of an entry consistent with these Terms and Conditions. Promoter does not accept any liability for the publication of unlawfully reproduced entry content.
10. Nothing in these Terms and Conditions should be construed so as to limit or exclude either the Released Parties or the Entrant from liability for fraudulent misrepresentation.

Privacy:

1. The Promoter, Booking.com B.V. Herengracht 597, 107 CE Amsterdam, is the data controller of the personal data processed as part of this Competition. The Promoter will use the information you provided to select the winners of the Competition, to contact you, to promote the Competition, to analyze the results of the Competition, to send marketing materials about the Competition and for follow up promotion of the results of the Competition as set out in these Terms and Conditions.
2. The Privacy Statement for Business Partners Promoter applies to the processing of your personal data in view of the Competition
<https://admin.booking.com/hotel/hoteladmin/privacy.html?lang=en>. Please consult this Privacy Statement if you would like to learn more about your applicable rights of access, rectification, blocking, deletion, or objection to the processing of your personal data.
3. If you have any questions or concerns about the use of personal data by the Promoter, please contact our data protection officer via dataprotectionoffice@booking.com.

Governing Law:

1. By entering the Competition, entrants hereby expressly agree and accept that for all that is related to the interpretation, performance and enforcement of these Terms and Conditions, which are governed by Dutch Law and shall be subject to the exclusive jurisdiction of the courts of Amsterdam, the Netherlands, expressly waiving any other jurisdiction that could correspond to them by virtue of their present or future domicile or by virtue of any other cause. For additional information regarding governing law, disputes and arbitration go to www.booking.com/content/terms.

2. If any provision of these rules is invalid under the law, rules or regulations of a particular country, it will only apply to the extent permitted.

Who Won: The winner will be announced by the influencer. The winner will then be contacted by the Promoter via phone number or email.

Promoter: Booking.com B.V., Herengracht 597, 1017 CE Amsterdam, Netherlands