

Official Rules

1. **Competition** These Official Rules apply to the #bookingyeah competition (hereafter the “Competition”) and is organized by Booking.com B.V., Herengracht 597, 1017 CE Amsterdam, the Netherlands (hereafter “Booking.com”).
2. **Participation**
 - 2.1. Entrants (hereafter also referred to as “you”) can participate in the Competition by uploading an image of a “Bookingyeah moment”: a photo (a photograph, picture or image, hereafter referred to as “Image”) of an amazing holiday accommodation moment you, your family or friends have had whilst staying at an accommodation booked through Booking.com.
 - 2.2. This Competition is open to those aged 18 or over at the time of participation in this Competition. Employees, freelancers (or family members of employees) of Booking.com, its affiliated companies, their agencies or any other company or persons directly connected with the administration of the Competition are excluded from participation. Proof of eligibility must be provided on request by Booking.com.
 - 2.3. Entries from countries where local national laws prohibit participation will not be accepted. Responsibility for ensuring compliance is with the Entrant. Booking.com reserves the right to - at its discretion - exclude and withdraw Entrants’ submissions from the Competition due to local law restrictions.
 - 2.4. No purchase necessary, only internet access is required.
 - 2.5. By participating in this Competition all Entrants will be deemed to have accepted and be bound by these Official Rules.
3. **Entry to the Competition**
 - 3.1. You can enter the Competition between **14.00 GMT on 28th October 2014 until 14.00 GMT on 25th November 2014.**
 - 3.2. There are three ways you can enter this Competition:
 - a) Visit [www.booking.com/bookingyeah], upload an Image of your “Bookingyeah moment” and enter your name, email address and country of residence for your chance to win; or
 - b) Log on to your Twitter account and follow @bookingcom, then upload an Image of a “Bookingyeah moment” using the tags #bookingyeah and @bookingcom; or

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- c) Log on to your Instagram account and follow @bookingcom, then upload an Image of a “Bookingyeah moment” using the tags #bookingyeah and @bookingcom.
- 3.3. All Images submitted must be in one of the following formats: gif, jpg, png, bmp, tif and the file size should be under 5MB
- 3.4. An Entrant may make as many submissions to the Competition as they like but only one of their submissions will be accepted as a finalist. Our panel of judges will select the best image to be represented as a finalist.
4. **Moderation:** Entries will be rejected and removed if they:
 - 4.1. contain defamatory, malicious, indecent, obscene or other inappropriate content;
 - 4.2. include the names, likenesses, photographs, videos or similar of any individual without their express permission;
 - 4.3. have not been uploaded specifically for the Competition;
 - 4.4. refer to any brand other than Booking.com; or
 - 4.5. represent a danger to health and safety.
5. **Use of the Image**

By submitting an Image, you grant Booking.com and its associated companies a worldwide, royalty-free, non-exclusive license to use the Image (including comments you submit in connection with any Image) in any and all media (including without limitation social media channels, websites and tangible media) without accreditation or notification. If an Entrant requests Booking.com to remove the Image, Booking.com’s duty to do so will be limited to those channels still reasonably under its control. Removal of the photo will mean the Entrant is no longer eligible to win the competition.
6. **Privacy**
 - 6.1. For participation in the Competition, the Entrants acknowledge that their Instagram and Twitter username will appear on the designated Booking.com’s Competition page www.booking.com/bookingyeah (hereafter “the Competition Page”), presented on the Competition Page along with the Image and any comment associated with the Image. Entrants who have uploaded an Image directly on the Competition Page will appear with their first name and any comments that the Entrants have added in the comment box next to the Image on the Competition Page.

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- 6.2. The winner may be required to participate in the following publicity forms relating to this Competition: the use of his/her name, a photo clearly depicting the winner sent via email and his/her place of residence on the website of Booking.com, Facebook page, Twitter feed and Instagram feed of Booking.com. The name and region of the winner together with the Image may be announced on the website www.booking.com/bookingyeah for a 2 month period as of [25th November 2014].
- 6.3. Booking.com will use information Entrants provide for the purpose of administering this Competition, managing Competition entries, and publishing the winner of the competition as described in these Official Rules.
- 6.4. Booking.com reserves the right to pass on the personal details associated with an entry that causes its concern to the relevant legal or other regulatory authority. Please see the privacy policy of Booking.com (<http://www.booking.com/general.en-gb.html?tmpl=docs/privacy-policy>) for further information about how Booking.com collects, uses and shares personal information.
- 6.5. By providing personal data and entering the Competition, Entrants consent (and confirm that they have the consent of any other individual appearing in their entry) to Booking.com's use of their personal information and the submitted Images as detailed in these Official Rules.

7. Winner selection:

A panel of judges containing one independent judge represented by Promo Veritas (www.promoveritas.com) and two judges represented by Booking.com, will review the entries, within five (5) **working days** after the close of voting to decide which image is the best “#bookingyeah moment”. Judging criteria will be equally weighed on the following:

- a) Creativity of the Image, and,
- b) How well the Image captures the “Bookingyeah moment” and,
- c) Quality of the composition and Image.

8. The Prize

- 8.1. The winner will receive a pre-loaded credit card with an allowance of USD \$20,000 (twenty-thousand US Dollars) (hereafter “the Prize”) which may be used for booking and paying for accommodations that accept credit card payments and are available on the website of Booking.com: www.booking.com (hereafter “Booking Accommodations”).
- 8.2. The Prize may be used exclusively for the payment of Booking Accommodations with check out not later than December 31, 2018, including any services and products purchased from the Booking Accommodations directly. Any allowance that remains after this date will be removed from the credit card after such date.

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- 8.3. The winner is not allowed to use the Prize for the payment of products or services other than Booking.com Accommodations. Credit used for the payment of other products and/or services (hereafter “Unallowed Use”) is for the winner’s own account and will be reclaimed from the winner by Booking.com. Unallowed Use may also result in blocking the further use of the Prize or any other measures Booking.com may deem fit.
- 8.4. The winner will be notified by email or telephone within seven (7) working days of the **[closing date November 25th 2014]**. The winner will have to accept the Prize by responding within fourteen (14) days after the date of notification (the “Acceptance”). Booking.com may otherwise disqualify the winner at its own discretion and award the Prize to a runner up. Five runners up will be selected in case the winner does not claim the Prize within the required time. Each new runner up will be offered the Prize according to where they finished in the total standings of runners up.
- 8.5. The Prize will be paid net (that is subject to the deduction) of all Dutch Game Chance Taxes. However, if the winner resides outside the Netherlands or is a non-Dutch citizen, there may be additional taxes to be paid on the value of the Prize as a result of the laws of the winner’s country of residence or citizenship. The winner is solely responsible to comply with any applicable tax legislation in such country related to the Prize. Booking.com will not make or reimburse the winner for any payments required under applicable tax legislation and is not responsible in case of failure of the winner to comply with such applicable tax obligations.
- 8.6. The Prize is nontransferable and there is no cash alternative to the Prize offered in whole or part. Booking.com reserves the right to offer an alternative prize of greater or equal value. The winner should allow up to 28 days for delivery of the Prize as of the receipt of the winner’s Acceptance of the Prize by Booking.com.
- 8.7. No responsibility is accepted for entries lost, corrupted or delayed for any reason.

9. RESPONSIBILITY

- 9.1. Booking.com does not take responsibility for network, computer, hardware or software failures of any kind, which may restrict or delay the sending or receipt of Entrant’s entry.
- 9.2. Participation in the Competition shall be the sole responsibility of the Entrants. Booking.com shall not be liable for any damages, including without limiting the foregoing, caused injury to any of the Entrants and/or as a result of the participation and/or non-participation in the Competition or any part of it.
- 9.3. Entrants bear full responsibility for any content they will share as part of the Competition. Without derogating from the above, the Entrants undertake not to share any content that includes negative and/or slandering images of Booking.com and/or Booking.com Services.

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- 9.4. Entrants also undertake not to upload content infringing intellectual property rights and/or copyrights of any third party and in addition are obligated to receive the consent of anyone whose details appear in the shared contents.
- 9.5. Without limiting the foregoing, it is clarified that it is forbidden to upload and/or publish on the website content that is inappropriate and/or sexually abusive and/or any other content that violates any proprietary rights and content whose publication is prohibited by any law.
- 9.6. Booking.com is not responsible for any technical malfunction related to the Competition Page due to unauthorized access to Booking.com's computers or malfunctions, damage or software issues, hardware and communication lines of Booking.com and/or any of its suppliers and/or its representatives.
- 9.7. Instagram, Twitter and the Competition Page activity depends, among other things, on third parties services and/or products. Booking.com is not responsible for any actions or omissions of third parties and will not be liable for any damage and/or loss and/or expense caused to the Entrant and/or any third party as a result of the foregoing.
- 9.8. It is explicitly clarified that Booking.com will not be responsible in case of lack of access, for any reason, of an Entrant or potential Entrant, to Instagram, Twitter or the Competition Page.
- 9.9. Booking.com bears no responsibility for the content and/or shape and/or accuracy and/or reliability of the content uploaded to Instagram, Twitter or Competition Page. Note that in case of any change or cancellation of the Competition or any part thereof, the Entrant will not be entitled to any compensation.
- 9.10. The Entrant hereby exempts Booking.com absolutely, finally and irrevocably from responsibility for any damage, loss or expense of any kind whatsoever, caused and/or will be caused to Booking.com and hereby undertakes to indemnify Booking.com for any damage, loss or expense of any kind whatsoever, including legal expenses, caused and/or will be caused to Booking.com and/or to any third party and which is related, directly or indirectly, to the content sent to and/or any activity or use of the Competition Page, Instagram and Twitter, and that shortly after the first demand of Booking.com and hereby waives fully, finally and unconditionally any claim and/or demand against Booking.com in connection with such content and/or browsing the Instagram, Twitter or Competition Page and their use.
- 9.11. By submitting their entry, Entrants warrant and undertake that:
 - a) at the time of entering, any recognizable individual(s) appearing in Entrants' entry and Image have duly accepted to be taken by them and accepted Entrants' Image to be used to enter the Competition;
 - b) Entrants' entry does not infringe any third party rights;

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- c) Entrants' entry does not contain Images or artwork not created by the Entrant;
- d) Entrants' entry does not infringe any intellectual property rights (excluding any intellectual property rights owned by or licensed to Booking.com), and Entrants' are the legal and beneficial owner of all intellectual property rights in their entry;
- e) Entrants' entry is an accurate representation of the moment it purports to capture. (minor adjustments (e.g. cropping, sharpening and slight color corrections) may be made, but significant alterations, whether done digitally or mechanically, will result in disqualification);
- f) Entrants have the right to grant Booking.com the permission and consents necessary to use their entry as set out in the Official Rules, including from any individual(s) appearing in their entry;
- g) Entrants' entry does not feature any person under the age of 18;
- h) Entrants agree that Booking.com may, in its sole discretion, commercially exploit their entry as it sees fit, or elect not to publish, use or exploit their entry (or to cease the same) in accordance with these Official Rules.
- i) Entrants' entry shall comply with the Instagram Terms of Service (<http://instagram.com/legal/terms/#>) and the Twitter Terms of Service (<https://twitter.com/tos>).
- j) Entrants' entry does not contain any defamatory, malicious, indecent, obscene or otherwise inappropriate material, nor anything which may reasonable be considered to be offensive (whether by image, gesture, statement or other material of any kind).

10. General

10.1. Booking.com reserves the right to amend these Official Rules at any time.

10.2. Except in the case of death or personal injury arising from negligence, or in respect of fraud, and so far as is permitted by law, Booking.com and its associated companies exclude responsibility and all liabilities arising from:

- a) any postponement or cancellation of the Competition, and
- b) any changes to, supply of (including, without limitation, Prizes which do not reach the intended recipient), or use of the Prize, and
- c) any act or default of any third party supplier which are beyond Booking.com's reasonable control.

10.3. Entrants agree:

- a) to co-operate with and take part in reasonable publicity for and on behalf of Booking.com upon request (which may include, without limitation, press and competition activities);

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- b) not to make any reference to Booking.com, in relation to this Competition (for example, by holding press conferences or making press releases) or use any of Booking.coms' trademarks without prior written approval.
- 10.4. To the extent permitted by law, this Competition shall be governed by and construed in accordance with Dutch law and any dispute arising out of this Competition shall exclusively be submitted to the competent courts in Amsterdam, the Netherlands.
- 10.5. The original UK English version of these Official Rules may have been translated into other languages. The translated version is a courtesy and office translation only and you cannot derive any rights from the translated version. In the event of a dispute about the contents or interpretation of these Official Rules or inconsistency or discrepancy between the UK English version and any other language version of these Official Rules, the UK English language version to the extent permitted by law shall apply, prevail and be conclusive. The UK English version is available on our website (by selecting UK English language) or shall be sent to you upon your written request.
- 10.6. If any provision of these Official Rules is or becomes invalid, unenforceable or non-binding, you shall remain bound by all other provisions hereof. In such event, such invalid provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and you will at least agree to accept a similar effect as the invalid, unenforceable or non-binding provision, given the contents and purpose of these Official Rules.

October 2014