

## 2022 Open World Accelerator programme T&Cs

### Article 1 - Purpose and Background

1. As part of its activities to support organizations that have a mission, objective or focus on encouraging accessibility or inclusivity within the travel industry, Expedia Inc. ("**Expedia**") is launching its Open World Accelerator programme, which will engage a number of small businesses in a six-month program designed to provide mentorship, training, and strategic connections within the travel industry. Expedia is looking to select up to twelve (12) qualifying organizations to be part of the 2022 Open World Accelerator programme (the "**Programme**").
2. No fees are required to apply for selection for the Programme.
3. By applying for selection for the Programme, each applicant (the "**Candidate**") agrees that they have read, understood and agree to be bound by these terms and conditions ("**Terms and Conditions**").
4. Promotional materials relating to the Programme, including all information on how to apply for the Programme, also form part of these Terms and Conditions. In the event of any conflict between any terms referred to in such promotional materials and these Terms and Conditions, these Terms and Conditions take precedence.
5. Please read these Terms and Conditions carefully as they are a legal contract between Expedia and each Candidate, and govern a Candidate's application to, and participation in, the Programme. By applying for selection for the Programme, each Candidate:
  - a. agrees to be bound by all the decisions of Expedia, any judging panel and any other official or service provider appointed by Expedia in connection with the Programme;
  - b. agrees that it will nominate a representative of the Candidate who will manage, coordinate and make the application to join the Programme on behalf of the Candidate (the "**Representative**"), and represents that its Representative is at least eighteen (18) years old, and an employee and legal representative of Candidate;
  - c. agrees to immediately notify Expedia, through [OpenWorldAccelerator@expediagroup.com](mailto:OpenWorldAccelerator@expediagroup.com), if it wishes to change the identity of its Representative at any time during the Candidate's application to, or participation in, the Programme, and represents that any such replacement Representative(s) will meet the same criteria as referenced in Article 1(5)(b) above;
  - d. represents, warrants and undertakes that the Candidate satisfies the Eligibility Requirements (as set out in Article 3 below) and is therefore eligible to apply for selection to the Programme and the Candidate will continue to satisfy the Eligibility Requirements and comply with all applicable laws associated with its corporate activities throughout the period of its application for selection for the Programme and, if selected, the duration of the Programme; and
  - e. represents and warrants that its Representative has the full capacity and authority to act as an authorised representative of Candidate and to bind Candidate as may be required under these Terms and Conditions or as otherwise required for the Candidate's application for selection for the Programme and/or its participation within the Programme if successfully selected.
6. In these Terms and Conditions, the term "**Expedia Group**" shall mean Expedia, and any entity that, directly or indirectly, through one or more intermediaries, Controls or is Controlled by, or is under common Control with Expedia, where "**Control**" in this context means a person or group who is the beneficial owner, directly or indirectly (through a parent company or otherwise), either: (a) by means of the holding of shares or outstanding equity interests; (b) the possession of aggregate voting power based on the right to directly or indirectly (through a parent company or otherwise) vote on any matter required to be voted upon by holders of equity interests of that entity, or the right to elect (or vote in the selection of) directors; or (c) as a result of any powers conferred by the articles of association or any other document regulating that or any other entity.

### Article 2 – Privacy Policy

By submitting an application for selection for the Programme, the Candidate and its Representative are deemed to have read and understood Open World Accelerator Privacy Statement (the "**Open World Accelerator**

Privacy Statement") available at [https://www.expediagroup.com/files/doc\\_downloads/Open-World-Footer/B2B Privacy Statement OpenWorld Accelerator.pdf](https://www.expediagroup.com/files/doc_downloads/Open-World-Footer/B2B_Privacy_Statement_OpenWorld_Accelerator.pdf)

### Article 3 - Conditions for Participation

1. In order to be eligible to apply for selection for the Programme and participation in the Programme, Candidate must:
  - a. be a start-up (i.e. it must have been incorporated fewer than ten years ago from the start of the Application Period, as defined below), have at least a technology or tech-enabled beta or minimal viable product in existence and be incorporated and registered as a corporate body; and
  - b. have a mission, objective or focus to increase accessibility and/or inclusivity within the travel industry. have internet access to apply for selection for the Programme; and
  - c. not be owned by (either in whole or in part) or be Controlled by (either in whole or in part) any individual who: (i) is an employee or agent of any member of the Expedia Group, or anyone otherwise connected with the operation or fulfilment of the Programme; and/or (ii) has any immediate family or member of their household (including, but not limited to, a spouse, partner, parent, legal guardian, child, sibling, grandparent, grandchild, or in-law) who is an employee or agent of any member of the Expedia Group or anyone otherwise connected with the operation or fulfilment of the Programme; or (iii) is an employee or agent of a competitor of a member of the Expedia Group, or a subsidiary or affiliated company of a competitor of a member of the Expedia Group; or (iv) have any members of its board who are employed by, or sit on the board of, or have board observation powers of, a competitor of a member of the Expedia Group,

(the "**Eligibility Requirements**").

2. If at any time during the Application Period, following each Candidate's submission of its application for selection for the Programme, or at any time during the period of the Programme, if Candidate is selected as a Programme Participant (as defined in Article 5 below), Candidate must immediately notify Expedia through [OpenWorldAccelerator@expediagroup.com](mailto:OpenWorldAccelerator@expediagroup.com) if it no longer fulfils one or more of the Eligibility Requirements (with details as to which requirements it no longer satisfies and why) or if it is approached with an offer of investment, mentoring or other business arrangement by any entity which is a competitor of a member of the Expedia Group, or a subsidiary or affiliated company of a direct competitor of a member of the Expedia Group. In such an event, Expedia reserves its rights under these Terms and Conditions to disqualify such Candidate's application for selection for the Programme or to terminate such Candidate's place on the Programme as a Programme Participant (as defined in Article 5 below) as applicable.
3. For the avoidance of doubt, for the purposes of these Terms and Conditions, competitors of members of the Expedia Group include (without limitation): online and offline travel companies that target leisure and corporate travellers (including travel agencies), tour operators, travel supplier direct websites and their call centres; consolidators and wholesalers of travel products and services; large online portals and search websites; certain travel meta-search websites; mobile travel applications; social media websites; and traditional consumer e-commerce and group buying websites, and specifically included within Expedia Group competitors are The Priceline Group and its subsidiaries Booking.com, Agoda.com and Ctrip.

### Article 4 – Applying to the Programme

1. Applications for selection for the Programme may be submitted from *00:01 GMT* September 28, 2022, and all applications must be received by *23:59 GMT* on October 21, 2022 ("**Application Period**").
2. Applications must be made via: <http://www.expediagroup.com/open-world-accelerator> (the "**Website**").
3. Candidate must, during the Application Period, complete and submit a copy of the application form hosted on the Website, which will require Candidate to provide and submit certain information, including but not limited to:
  - a. information as to Candidate's identity and contact information;
  - b. a high-resolution image of the Candidate's Representative;

- c. information regarding Candidate's business and details regarding its contact information, executive team, mission, objective and focus on accessibility or inclusivity in the travel industry, and previous fundraising record;
  - d. formal agreement to comply with these Terms and Conditions as well as the Eligibility Requirements;
  - e. Candidate's location and date of business incorporation; and
  - f. any other documentation that may be required by the application form on the Website to demonstrate Candidate's eligibility to apply for selection for the Programme.
4. The application form that must be completed for consideration for selection for the Programme must be completed in English and all information and fields requested as part of the application form must be completed. Applications that are not completed in English or which are incomplete may be disqualified.
  5. Once the application form for selection for the Programme has been submitted by Candidate, Expedia (or its subcontractors) will send Candidate an acknowledgement of receipt to the e-mail address indicated in the application form.
  6. Only one application may be submitted per Candidate and only by one Representative per Candidate. In case of multiple applications relating to a same Candidate, only one application will be taken into account by Expedia which shall be the application that was submitted first according to submission time and date as calculated by the Website.
  7. Any illegible, incomplete or fraudulent applications will be rejected. Expedia will not be responsible for any lost, damaged, defaced, incomplete, illegible or otherwise unreadable applications.
  8. Candidate agrees and acknowledges that Expedia is entitled to disqualify Candidate if Expedia (in its sole discretion) considers that Candidate, or Candidate's application or affiliates, could adversely affect the name, reputation or goodwill of the Expedia Group or any other individuals and/or entities (the determination of which shall remain in the sole discretion of the Expedia Group) or the Candidate's application for selection to the Programme, or involvement in the Programme, is in any way contrary to these Terms and Conditions.
  9. Any applications which do not comply with the requirements of these Terms and Conditions, or which contain any third party intellectual property without prior informed consent from the rightsholder, or which contain any abusive, inappropriate, offensive or obscene language or imagery may be disqualified. Examples of language/images considered to be inappropriate, offensive or obscene, include (but are not limited to): any message/image which contains (a) swearing; (b) comments or actions which appear to be discriminatory of any person, company or group of individuals, for example comments of a racist, sexist or homophobic nature; (c) sexual innuendo, sexual language or sexual acts, actions or gestures; (d) promoting any illegal unlawful activity such as drug use; (e) any materials (whether written or visual) that directly or indirectly relate to third parties which are competitors of any member of the Expedia Group Expedia shall disqualify any entries that have failed to abide by and/or are in breach of these Terms and Conditions.
  10. At all times, Expedia reserves the right to require Candidate and/or Representative to prove that they are, and continue to be, eligible to apply for and take part in the Programme, and Representative and Candidate agree to provide any such further information requested by Expedia (or any third party service provider acting on Expedia's behalf) (including, if required, obtaining such information from third parties) promptly and within the timeframes specified by Expedia (or any third party service provider acting on Expedia's behalf).

#### **Article 5 - Review of the Application Forms and Selection**

1. All eligible applications shall be examined by a panel composed of experts selected by Expedia (the "**Reviewing Committee**"). The Reviewing Committee shall proceed to review each properly submitted application on the basis of these Terms and Conditions provided herein to consider whether they meet the stated requirements.
2. The Reviewing Committee shall select, from the Candidate applications deemed to be admissible, up to twelve (12) Candidate programme participants (each a "**Programme Participant**," and jointly, the "**Programme Participants**"), on the basis of the following qualitative criteria:
  - a. Clarity of problem in the market to be solved

- b. viability of the Candidate's business model, which can include but is not limited to the degree to which the Candidate's business model can actually be executed and monetised;
  - c. uniqueness of the Candidate's business model, which can include but is not limited to addressing the current accessibility or inclusivity issues in a unique and innovative way, and the Candidate's business model not currently being present in the market;
  - d. market traction, which can include but is not limited to company sales and/or revenue, the number of product or service beta customers or testers, letters of intent from customers, number of customers, and strategic partnerships;
  - e. growth potential, which can include but is not limited to the Candidate's business model addressing a large enough market to be monetised, and the scalability of the Candidate's business model to various geographic regions; and
  - f. quality of presentation;
  - g. team characteristics, which can include but are not limited to the team's expertise in accessibility or inclusivity issues within the travel industry, the size of team being appropriate to the Candidate's business model, and any access of the team to expert advisors;
  - h. the potential of the Candidate's business model to increase accessibility and/or inclusivity within the travel industry.
3. The Programme Participants will be notified of their success via the email address provided on application on or before November 23<sup>rd</sup>, 2022. Selected program participants will have 2 days to confirm their participation via email [OpenWorldAccelerator@expediagroup.com](mailto:OpenWorldAccelerator@expediagroup.com). The Programme Participants undertake to keep this information confidential until the official public announcement by Expedia in accordance with Article 6 below.
  4. Candidates who have not been successful with their application will not be notified of this fact by Expedia.
  5. The Reviewing Committee is not required to select a minimum number of Programme Participants if the quality of the applications is not deemed to meet the relevant qualitative criteria and may therefore select less than twelve (12) Programme Participants.
  6. All decisions of the Reviewing Committee are final and not subject to appeal. Candidate acknowledges and agrees that neither Expedia nor any other party connected to the organisation of the Programme are obliged to provide any information relating to the decisions for selecting Programme Participants.
  7. For the avoidance of doubt, neither Expedia nor any of the Expedia Group entities shall be obligated to cooperate or pursue any contacts with any Programme Participants or unsuccessful Candidates. Selection for the Programme does not guarantee any outcome for the Programme Participants other than the Award to be arranged in accordance with Article 7.

#### **Article 6 - Announcement of the Programme Participants**

The names of the confirmed Programme Participants shall be announced via Expedia Group's external communications channels and on the Website, <http://www.expediagroup.com/open-world-accelerator>

#### **Article 7 - Nature of the Award**

1. Each Programme Participant shall receive the following award (the "**Award**"): a six (6) month acceleration programme which includes:
  - a. a minimum of two (2) hours per month of virtual mentorship from employees of Expedia or such other travel or technology professionals that Expedia designates;
  - b. monthly workshops from employees of Expedia;
  - c. a monetary award of up to \$20,000 USD, which is inclusive of any applicable taxes, depending on the number of Programme Participants;
  - d. attendance for two (2) of each Programme Participant's employees to each of the Events (as defined in Article 8 below); and

- e. travel expenses (detailed in Article 8 below) for two (2) of each Programme Participant's employees to and from each of the Events.
2. Each Programme Participant should allow up to sixty (60) days from being notified that they are a Programme Participant for Expedia to start providing any element of the Award. Applicants should note that all elements of the Award and all associated materials and information will be provided in the English language.
3. The Award is strictly for the Programme Participant and may not be transferred to or used by any person or corporate entity other than a Programme Participant. Each Programme Participant may not assign or transfer the rights and obligations derived from the Award to a third party.
4. The Award is as stated, it is not transferable and there is no alternative prize or cash substitute. Expedia reserves the right to substitute a prize of equal or greater value in the event that the Award (as a whole or in any part) is unavailable for any reason whatsoever.
5. The Award does not convey any obligation for Expedia nor any of the Expedia Group entities to conclude any form of business or further agreement (beyond these Terms and Conditions) with a Programme Participant, nor does it create any exclusive relationship between Expedia nor any of the Expedia Group entities and a Programme Participant.
6. By submitting an application, Candidate understands that they will not receive any compensation or offer other than the Award and any other sums expressly referred to in these Terms and Conditions.
7. A Programme Participant forfeits the Award and Expedia reserves the right to select an alternative Programme Participant in accordance with the selection criteria set out in these Terms and Conditions if:
  - a. the Award is rejected by a Programme Participant; or
  - b. a Programme Participant fails to provide the requested details to claim the Award within fifteen (15) days after initial contact being made to notify such Programme Participant that they have won the Award; or
  - c. a Programme Participant is disqualified or in breach of these Terms and Conditions.
8. To the fullest extent permissible under applicable law, each Candidate (and Programme Participant) is responsible for paying all associated costs that are not specifically stated in these Terms and Conditions, including (where applicable) bank charges, national and/or local tax liabilities incurred in claiming or using the Award, as well as any interest, penalties and addition to tax. Unless expressly stated as included as part of the Award in these Terms and Conditions, each Programme Participant is also responsible for paying all costs associated with benefiting from the Award that are not specifically stated in these Terms and Conditions, including (where applicable) transport to and from the departure airport, accommodation, meal costs, spending money, insurance and all other incidentals. Each Programme Participant is also responsible for obtaining valid passports and visas and, where appropriate, obtaining appropriate vaccinations and inoculations for foreign travel for the attendance of their representatives at events and meetings forming part of the Award. Expedia reserves the right to deduct and withhold any sums granted under the Programme where required by applicable law. Candidate will on demand indemnify Expedia against any such amounts, including any interest and penalty which may be incurred by reason of the failure to make such payments, deductions or withholdings.

## **Article 8 – Events**

1. Each Programme Participant will be required to select up to two (2) of its employees to attend each of:
  - a. an opening event for the Programme in January 2023 (exact dates to be confirmed to the Programme Participants), which shall be held, at Expedia's sole discretion, either in person at Expedia's headquarters at 1111 Expedia Group Way West, Seattle, WA 98119, United States (if permitted at that time by coronavirus related restrictions on travel and office based working) or virtually; and
  - b. Expedia's trade conference, "Explore", in May 2023(exact dates to be confirmed to the Programme Participants), which will formally close the Programme, and which shall be held, at Expedia's sole

discretion, either in person at a venue to be notified by Expedia in Las Vegas (if permitted at that time by coronavirus related restrictions on travel and office based working) or virtually,

together, the "**Events**".

2. Programme Participants must confirm in advance whether they are able to attend the Events (either physically or virtually at Expedia's sole discretion) and provide all other information reasonably requested by Expedia relating to such attendance, within the deadlines notified to them by Expedia.
3. The employees (up to two (2)) of each Programme Participant selected to attend each of the Events shall each have the following expenses paid for by Expedia in the event that the Events take place in person: an economy-class flight to and from each Event; 4\* double-room B&B accommodation for the duration of the Events; and meal vouchers of a value of up to \$100USD per day per person for the duration of each Event. Each Programme Participant shall be responsible for any other costs incurred in order for their selected employees to attend each Event.

#### **Article 9 - Calendar**

The various deadlines and dates set out in these Terms and Conditions where the Award is concerned are provided solely as an indication. They may be changed at the discretion of Expedia if circumstances so require. Expedia may also curtail, suspend, postpone, modify, or cancel the organisation of the Programme without liability (subject to the provisions set out in Article 14) to Candidate arising therefrom, even at the stage when a Programme Participant is being selected by Expedia.

#### **Article 10 - Intellectual Property and feedback**

1. By agreeing to participate in the Programme, each Candidate (which, for the purposes of this Article, shall also include by reference the Programme Participant) expressly grants Expedia and any entity within the Expedia Group, free of charge, an irrevocable, non-exclusive, assignable, perpetual, royalty-free, and worldwide licence to use, copy, reproduce, distribute, exploit, modify, alter publish, broadcast or communicate in whole or part:
  - a. the information provided in Candidate's application to the Programme, including any content submitted in support of the application;
  - b. the information on, and any intellectual property rights vesting in, Candidate's social media pages or website;
  - c. any intellectual property rights vesting in Candidate's application to the Programme and any content submitted in support of the application;
  - d. the elements of graphic representation of Candidate including but not limited to any brands, business names, logos, trademarks;
  - e. the name, images, photos, audio files or videos of the employees, founders, leaders and/or directors of Candidate; and
  - f. any other intellectual property of Candidate that is otherwise not confidential or commercially sensitive in nature that the Candidate (or its employees, founders, leaders and/or directors) may grant rights over,

(together, the "**Candidate Information**")

by any means, on any medium and by any process (television, radio, publicity, publishing, catalogue, brochure, press, promotional materials, internet, intranet, social networks such as LinkedIn, Facebook, Instagram, Twitter) in any place of its choice, for the purposes of:

- a. organising, operating and promoting the Programme and the Expedia Group's brand(s);
- b. selecting, and assisting in the selection of, the Programme Participants; and
- c. promoting or making any communications about or in connection with the Programme, including but not exclusively in connection with announcing the results of the Programme.

2. Candidate acknowledges and agrees that nothing contained in these Terms and Conditions obliges Expedia or the Expedia Group and its affiliates to make any use of the Candidate Information and hereby waive any right to inspect or approve any use of the Candidate Information.
3. For the purposes of the organisation of the Programme, Candidate guarantees to Expedia:
  - a. that Candidate has all the rights and consents necessary to grant the rights provided for this Article 10, and that all Candidate Information, and any use of such Candidate Information, complies with all applicable laws, rules and regulations and does not infringe or otherwise violate the intellectual property or other rights of any third party;
  - b. that they undertake to carry out the necessary actions to maintain, and, if applicable, renew these rights, bearing any costs related to these actions;
  - c. that they hold all intellectual property rights and authorisations, allowing them to upload their application to the Website and be used throughout the Programme as well as after the Programme for the purposes and uses set out in these Terms and Conditions;
  - d. if applicable, they have been duly authorised by anyone who may have contributed to creating the application to upload it and that such application fully complies with these Terms and Conditions and applicable law;
  - e. the Candidate Information is not the object of (or anticipated to be the object of) any claim or actions of infringement, invalidity, revocation, or recovery; and
  - f. that for the duration of the Application Period and the Programme, the Candidate shall at all times comply with all applicable tax laws, prevent the facilitation of tax evasion offences provided for in the UK's Criminal Finances Act 2017 (as amended or replaced from time to time), or equivalent in other jurisdictions, and comply with the UK's Anti-Bribery Act 2010 (as amended or replaced from time to time), or equivalent in other jurisdictions. The Candidate shall not do anything which would cause Expedia Group to be in breach of any applicable tax law and hereby agrees to indemnify Expedia against any fines, damages, costs (including but not limited to legal fees), losses, liabilities, fees, penalties and expenses incurred by Expedia Group as a result of the Candidate's failure to comply with Article 10, 4. f. of these Terms and Conditions.
4. Candidate agrees that the Candidate Information:
  - a. does not contain any use of the names, likenesses, photographs, or other identifying elements, in whole or in part, of any person, living, or dead without permission (proof of which must be provided to the Expedia Group upon request);
  - b. does not include trade marks, logos, or copyright-protected material which belongs to third parties without permission (including, but not limited to, company names, music, photographs, motion picture or television programme clips or audio tracks, works of art, or images published on or in websites, television, movies, or other media);
  - c. is not subject to any third party agreements, and the Expedia Group will not be required to pay or incur any sums to any person or entity as a result of its use (as set out in these Terms and Conditions) or the exploitation of the idea or video or rights therein;
  - d. does not defame, misrepresent, or contain disparaging remarks or any other content which could adversely affect the name, reputation or goodwill of Expedia, or the Expedia Group, and (in each case) its affiliates, or any other individuals and/or entities (the determination of which shall remain in the sole discretion of the Expedia Group);
  - e. does not contain pornographic or sexual content, hateful or discriminatory content of any kind (including but not limited to racism, sexism, or homophobia);

- f. does not contain content which promotes violence or harm to another living creature or any other offensive, obscene or inappropriate content (the determination of which shall remain in the sole discretion of the Expedia Group);
  - g. does not include threats of any kind or anything that may intimidate, harass, or bully anyone, or invade the privacy of any person (the determination of which shall remain in the sole discretion of the Expedia Group);
  - h. does not violate any applicable local state, provincial, national or international law or include any content that would encourage or provide instructions for a criminal offence;
  - i. does not feature, refer to, or mention any brands competing with the Expedia Group or its affiliates; and
  - j. does not contain any known virus, trojan horse, worm, trapdoor or similar software that may in any way infect or affect any of the Expedia Group's hardware or software systems, including the Website. Expedia reserves the right to remove or temporarily suspend from the Programme any Candidate or Candidate Information submitted if they suspect any breach of these Terms and Condition or if they receive any complaint from a third party relating to such Candidate or Candidate Information.
5. Candidate guarantees that each entity within the Expedia Group may use the content of the application to the Programme for the purposes defined in these Terms and Conditions without infringing any third party rights.
  6. Candidate agrees to participate in, and diligently follow the reasonable instructions of, Expedia in relation to any promotional activity relating to the Programme which may also include the use of Candidate Information. Such promotional activity may include, without limitation, a requirement for the Candidate to assist Expedia with devising publicity or marketing materials relating to the Programme, and diligently promoting the Programme, Expedia on any of the Candidate's social media accounts as directed by Expedia. Candidate also agrees to diligently engage with certain communities involving the general public or specific stakeholders at the Expedia Group's reasonable direction.
  7. Candidate also agrees that Expedia may modify any such content referred to Candidate Information to fit in context with the relevant usage, whilst maintaining its original sentiment. Expedia claim no ownership over the intellectual property rights of the application submitted by Candidate.
  8. All intellectual property rights vesting in the Website and the Programme shall remain the property of the Expedia Group, and nothing in these Terms and Conditions shall be deemed or construed as an assignment by the Expedia Group to Candidate of any intellectual property rights owned by the Expedia Group. Candidate agrees that they will not remove, alter or obscure any copyright, trade mark, service mark, or other intellectual property rights in or accompanying the Website and the Programme.
  9. Expedia may decide to produce an audiovisual and/or photographic news story, which may be publicly released, about a Programme Participant or other Candidate, and each Programme Participant and other Candidate undertakes to make themselves, their Representative and employees, available and to participate in in any such publicity.
  10. Candidates and Programme Participants must seek Expedia's prior written approval for:
    - a. any press releases or other forms of public disclosures which refer to Expedia or otherwise relate to the Programme or these Terms and Conditions; or
    - b. any use of any intellectual property rights or other content, owned or used by the Expedia Group or any other content otherwise relating to the Programme,

and Expedia's approval in this regard may be subject to such terms and conditions as Expedia may specify at its sole discretion (including, without limitation, adherence to such branding guidelines as Expedia may specify from time to time).

11. Upon Expedia's reasonable request, from time to time (whether before selection for the Programme, or during or after the Programme), Candidates and Programme Participants shall:

- a. assist Expedia with publicising the Programme to entrepreneurs, start-ups, investors and potential investors for the purposes of promoting the Programme or demonstrating Expedia's commitment to promoting innovation in travel and growth of travel tech ecosystem;
- b. provide continuing feedback to Expedia throughout the Programme, as to its relevance, content and effectiveness, and in such formats as Expedia may request from time to time (such as filmed interviews and completing written or online surveys) and which may subsequently be used by Expedia for the purposes of developing and/or promoting the Programme; and
- c. cooperate and, if necessary, take part in any research, surveys or analysis being carried out by or on behalf of Expedia in relation to the Programme.

#### **Article 11 - Personal data**

1. Participation in the Programme requires the submission of personal data relating, in particular, to the identity of Representative (including names, mailing and correspondence addresses, phone numbers, etc.) (collectively the “**Personal Data**”).
2. Expedia Group uses such Personal Data to manage the Programme and the participation of the Candidates. For more information about how Expedia Group uses Personal Data, please see the [Expedia Group Open World Accelerator Privacy Statement](#).
3. By entering the Programme, Representatives acknowledge that their Personal Data may be used by Expedia, the Expedia Group and its suppliers to administer the Programme. Expedia, the Expedia Group and its suppliers may contact Candidates by email, post, phone, SMS or other means in relation to the Programme.
4. For any concerns about how Expedia Group treats and uses Personal Data for the organisation of the Programme, or to exercise any of the rights pursuant to applicable laws and regulations relating to such treatment and use by Expedia Group, Representative may contact Expedia using the following email address [OpenWorldAccelerator@expediagroup.com](mailto:OpenWorldAccelerator@expediagroup.com)

#### **Article 12 - Internet**

Expedia is not responsible for any malfunction of the Website or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed applications due to system errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections or technical malfunction(s), which may limit Candidate's ability to participate in the Programme.

#### **Article 13 - Candidate Independence and Conflict of Interest**

1. The Expedia Group shall in no way interfere with how Candidate manages its activities or exercise control over Candidate. In addition, no right over the content of the application shall be transferred to the Expedia Group, except for the provisions of Articles 10 and 11 above. No relationship of subordination of any kind may be established between the Expedia Group and Candidate.
2. Under no circumstances, and by no means, shall any Representative or Candidate be considered as an agent, employee, or associate of the Expedia Group. Participation in the Programme does not grant Representative nor any Candidate any authority, title or right to represent themselves as representatives of the Expedia Group or to act in any way in the name of or on behalf of the Expedia Group.

#### **Article 14 - Liability**

1. Expedia shall not be in breach of these Terms and Conditions or otherwise liable to any party by reason of any delay in performance or non-performance of any of their obligations under these Terms and Conditions to the extent that such delay or non-performance is due to any circumstances beyond Expedia's reasonable control (including but not limited to fire, flood, earthquake, elements of nature, acts of God, pandemic, governmental action, instructions or regulations, acts of war, terrorism, riots, civil disorders, rebellions and revolutions, failures of power or other utilities).
2. Subject to Article 14.4, Expedia shall not be liable to any party in the following cases:

- a. for any loss of profits and of business, loss of reputation or any other loss suffered by Candidate (whether arising from tort including negligence, breach of contract or otherwise or for any damage, loss, liabilities, injury or disappointment incurred or suffered whatsoever) in connection with participating in the Programme in each case regardless of whether any of these losses or damage are direct, indirect or consequential;
  - b. for any losses for not having selected a Candidate;
  - c. for any delays in providing the Award to a Programme Participant;
  - d. if a Programme Participant is not able to receive the Award at all or may only receive part of it, due to circumstances beyond the control of Expedia;
  - e. in the event of cancellation, termination, suspension or modification of the Programme or these Terms and Conditions;
  - f. for the disqualification of any application or Candidate or Programme Participant;
  - g. in the case of the Candidate and the Programme Participant, any compensation for loss of earnings for participation in any aspect of this Programme;
  - h. for any breach of the law by Candidate;
  - i. for any false or misleading information contained in an application provided by Candidate; and
  - j. for any loss or damage due to the use of the Website.
3. Subject to Article 14.4 below, Expedia's maximum aggregate liability arising out of or in connection with these Terms and Conditions and the Programme, whether in contract, tort (including negligence) or otherwise, shall not exceed one hundred US Dollars (\$100 USD).
  4. Nothing in these Terms and Conditions shall limit or exclude liability for:
    - a. any party's liability for death or personal injury caused by its negligence;
    - b. any party's liability for fraud or fraudulent misrepresentation; or
    - c. any party's liability that cannot, as a matter of law, be limited or excluded.
  5. Candidate agrees to indemnify Expedia and the Expedia Group, and their respective parent companies, subsidiaries, affiliates, officers, directors, employees, agents, representatives, partners and licensors (collectively the "**Indemnified Parties**") and keep the Indemnified Parties indemnified in full on demand and hold them harmless against all liabilities, losses, damages, costs (including all reasonable legal costs), expenses and fines attributable to any act, omission, default, delay, negligence or breach of statutory duty by or on the part of Candidate and suffered or incurred by the Indemnified Parties arising out of or in connection with:
    - a. any claim made against any of the Indemnified Parties by a third party arising out of or in connection with Candidate's Candidate Information, including but not limited to, any claim that the Candidate Information infringes a third party's intellectual property rights or any other rights (including, but not limited to, rights of privacy);
    - b. Candidate's failure to comply with any applicable laws, rules or regulations; and
    - c. Candidate's actual or alleged breach of any provision of these Terms and Conditions.
  6. The obligations in this Article 14 shall survive the expiry of termination of these Terms and Conditions (howsoever arising).

## Article 15 – Confidentiality

1. For the purposes of this Article 15, the following definitions apply:
  - a. "**Affiliate**" means any person, partnership, joint venture, corporation or other form of enterprise, domestic or foreign, including but not limited to subsidiaries, that directly or indirectly, control, are controlled by, or are under common control with a party to these Terms and Conditions.
  - b. "**Confidential Information**" means non-public information that (i) a Disclosing Party designates as being confidential to a Receiving Party, (ii) under the circumstances surrounding disclosure should be treated as confidential by the Receiving Party, or (iii) by reason of its nature would be treated as confidential by a reasonable Receiving Party. Confidential Information includes, without limitation, information in tangible or intangible form relating to and/or including released or unreleased Disclosing

Party software or hardware products, the marketing or promotion of any product, operations, business policies, processes, plans or intentions, developments, trade secrets or practices, know how, market opportunities, financial data, customer data, personnel, suppliers, customers, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information shall not include any information, however designated, that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed Disclosing Party; (ii) became known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party pursuant to these Terms and Conditions; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; (iv) is independently developed by Receiving Party; or (v) constitutes Feedback.

- c. **"Disclosing Party"** means a party to these Terms and Conditions and any of its Affiliates that furnish non-public information to the other party or its Affiliates.
  - d. **"Feedback"** means suggestions, comments or other feedback provided by the Receiving Party from time to time to the Disclosing Party with respect to Confidential Information provided originally by the Disclosing Party.
  - e. **"Receiving Party"** means a party to these Terms and Conditions and any of its Affiliates that receive non-public information from the other party or its Affiliates.
  - f. **"Residuals"** means information in intangible form which has been retained in unaided memory by persons who have had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein.
2. Receiving Party shall not disclose any Confidential Information to third parties for five (5) years following the date that Disclosing Party first discloses such Confidential Information to Receiving Party, except that Receiving Party may disclose such Confidential Information: (i) to its employees, directors, Affiliates, advisors, interns, agents, independent contractors and consultants on a need-to-know basis, provided that each such individual or entity has a contractual, fiduciary or other legal duty sufficient to enable compliance with all the provisions of these Terms and Conditions; or (ii) in accordance with a judicial or other governmental order, provided Receiving Party shall give Disclosing Party reasonable opportunity to seek a protective order or equivalent, or obtain written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation.
  3. Receiving Party shall take reasonable security precautions, at least as great as the precautions it takes to protect its own Confidential Information, but no less than reasonable care, to keep confidential the Confidential Information of the Disclosing Party.
  4. Receiving Party agrees not to disclose, reproduce, summarize and/or distribute the Confidential Information of the Disclosing Party except in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder.
  5. Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of these Terms and Conditions by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.
  6. Receiving Party shall, at Disclosing Party's request or upon termination of these Terms and Conditions, return all originals, copies, reproductions and summaries of Confidential Information and other tangible materials and devices provided to the Receiving Party as Confidential Information, or at Disclosing Party's option, certify destruction of the same. Notwithstanding anything to contrary herein, the parties shall not be obligated to erase Confidential Information that is contained in an archived computer system backup that was made in accordance with a party's security and/or disaster recovery procedures; provided, however, that any such Confidential Information contained in such archived computer system backup shall continue to be subject to these Terms and Conditions.
  7. Both parties agree that all Feedback is and shall be given entirely voluntarily. Feedback, even if designated as confidential by the party providing the Feedback, shall not, absent a separate written agreement, create any confidentiality obligation for the party receiving the Feedback. Furthermore, except as otherwise provided herein or in a separate subsequent written agreement between the parties, the party receiving such Feedback

shall be free to use, disclose, reproduce, license or otherwise distribute, and exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

8. The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that Disclosing Party shall be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.
9. Confidential Information is and shall remain the property of Disclosing Party. By disclosing Confidential Information to Receiving Party, Disclosing Party does not grant any express or implied right to Receiving Party to or under any patents, copyrights, trademarks, database rights, design rights, or trade secret information, except as otherwise provided under these Terms and Conditions. Disclosing Party reserves without prejudice the ability to protect its rights under any such patents, copyrights, trademarks, database rights, design rights, or trade secrets except as otherwise provided herein.
10. The parties agree to comply with all applicable laws (including any applicable import, export, end-user, end-use and destination restrictions) that apply to any Confidential Information, and/or any product (or any part thereof), process or service that is the direct product of the Confidential Information.
11. The terms of confidentiality under these Terms and Conditions shall not be construed to limit either the Disclosing Party or the Receiving Party's right to independently develop or acquire products without use of the other party's Confidential Information. Further, the Receiving Party shall be free to use for any purpose the residuals resulting from access to or work with Disclosing Party's Confidential Information, provided that the Receiving Party shall not disclose the Confidential Information except as expressly permitted pursuant to the terms of these Terms and Conditions. The Receiving Party shall not have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of Residuals. However, this sub-paragraph shall not be deemed to grant to the Receiving Party a licence under the Disclosing Party's copyrights or patents.

#### **Article 16 - Severability of the Clauses**

If one of the clauses in these Terms and Conditions is declared null or unenforceable, in whole or in part, by virtue of any provision of applicable law, such clause shall be considered void, and such nullity or unenforceability shall not affect the other clauses herein.

#### **Article 17 - Applicable Law and Dispute Resolution**

The Programme and these Terms and Conditions will be governed by the laws of Washington State, USA. Any legal actions, suits or proceedings relating to the Programme and/or the Terms and Conditions (whether in breach of contract, tortious conduct, or otherwise) will be brought exclusively in the Washington State courts, and Candidate accepts and irrevocably submits to the jurisdiction of the Washington State courts. Participation in the Programme implies acceptance of these Terms and Conditions without reservation or restriction.

#### **Article 18 - Miscellaneous**

1. Expedia reserves the right to terminate a Programme Participant's participation in the Programme, in whole or in part, at any time in its sole discretion and with prior notice, including if (a) a Programme Participant brings Expedia or any other member of the Expedia Group into disrepute; or (b) at any point a Programme Participant no longer fulfils the Eligibility Requirements (for example, if a competitor of Expedia invests in a Programme Participant after the Programme Participant applied for the Programme).
2. Expedia reserves the right to modify or suspend the Programme in whole or in part, at its sole discretion and with prior notice, including if it believes the Programme is not capable of being conducted as specified within these Terms and Conditions or in the event of a virus, a computer bug or unauthorized human intervention or any other cause that is beyond the reasonable control of Expedia that could corrupt or affect the administration, security, impartiality or normal course of the Programme.
3. If Candidate applies or attempts to apply to the Programme in a manner which in Expedia's reasonable determination is contrary to these Terms and Conditions or by its nature is unjust to other Candidates (including without limitation tampering with the operation of the Programme, cheating, hacking, deception or any other unfair practices such as intending to annoy, abuse, threaten or harass any other candidates or Expedia and/or

any of its agents or representatives), Candidate may be rejected from the Programme application, or the Programme itself if a Programme Participant, at Expedia's sole discretion. Furthermore, where such actions have significantly impaired Programme, Expedia may, at its sole discretion, add further stages to the Programme as it deems necessary in order to resolve any problems arising as a result of such actions.

4. All Expedia's and any third party service provider's decisions in relation to the Programme are final and Expedia will not enter into any correspondence with any Candidate as to why they were not selected to be a Programme Participant.
5. Expedia reserves the right to modify these Terms and Conditions, in whole or in part, at its sole discretion. Any updates will be posted on the Website and continued participation in the Programme application by Candidate or the Programme itself by Programme Participant will constitute acceptance by Candidate of such changes. Candidate agrees to check the Website regularly to view the current version of these Terms and Conditions.
6. Except as expressly provided in these Terms and Conditions, the rights, powers and remedies conferred on any party by these Terms and Conditions are cumulative and are additional and without prejudice to any right, power or remedy which it may have under general law or otherwise.
7. These Terms and Conditions set out the entire agreement and understanding between Candidate and Expedia related to the Programme and supersede all prior agreements, understandings or arrangements (whether oral or written) in respect of the subject matter of these Terms and Conditions.
8. Candidate acknowledges that they have entered into these Terms and Conditions in reliance only on the representations, warranties, promises and terms contained or expressly referred to in these Terms and Conditions and, save as expressly set out in these Terms and Conditions, Expedia shall not have any liability in respect of any other representation, warranty or promise made prior to the date of these Terms and Conditions unless it was made fraudulently.
9. Candidate may not assign, transfer, charge or otherwise encumber, or deal in any other manner with these Terms and Conditions or any right, benefit or interest under them, or sub-contract any of their obligations under them, without the prior written consent of Expedia. All of Expedia's rights and obligations under these Terms and Conditions are freely assignable by Expedia.
10. Unless otherwise stated in these Terms and Conditions, no express condition of these Terms and Conditions nor any term implied under them is enforceable by any person who is not a party to them.
11. No single or partial exercise, or failure or delay in exercising any right, power or remedy by Expedia shall constitute a waiver by Expedia of, or impair or preclude any further exercise of, that or any right, power or remedy arising under these Terms and Conditions or otherwise.
12. Candidate shall execute such documents and take such steps as Expedia may reasonably require to fulfil the provisions of and to give to Expedia the full benefit of these Terms and Conditions.
13. Expedia reserves all rights not expressly granted under these Terms and Conditions.

#### **Article 19 - Contact details**

Any correspondence with Expedia with respect to the Programme should be addressed to: [OpenWorldAccelerator@expediagroup.com](mailto:OpenWorldAccelerator@expediagroup.com)