

# NOTICE OF SETTLEMENT APPROVAL

## Notice of Approved Class Action Settlement Regarding the Booking of Accommodations on the Airbnb Platform by Residents of Canada Other than Québec

*Lin v. Airbnb, Inc. et al.*, Federal Court of Canada, Docket T-1663-17

We are contacting you once again, in accordance with a Federal Court of Canada judgment dated November 19, 2021 (docket T-1663-17), which approved the settlement of a class action (the “**Class Action**”) against Airbnb, Inc., Airbnb Canada Inc., Airbnb Ireland Unlimited Company, and Airbnb Payments UK Limited (collectively, “**Airbnb**”).

### PLEASE READ THIS NOTICE CAREFULLY

The purpose of this notice is to inform you that the settlement reached between the Plaintiff and Airbnb (the “**Settlement**”) has been approved by the Court. It is now time for eligible class members to make their claim, by no later than **March 28, 2022** (the “**Claims Deadline**”).

### WHY HAVE I RECEIVED THIS EMAIL?

You are receiving this email because, according to Airbnb’s records, you are a resident of Canada, other than Québec, and during the class period (between October 31, 2015 and June 25, 2019) you booked an accommodation offered by a third-party host on Airbnb’s online platform through its websites and/or mobile applications (the “**Airbnb Platform**”), for purposes other than business travel. Therefore, you could be eligible to receive benefits under the Settlement.

**However, the fact that you received an email notifying you of the Settlement or containing a hyperlink to submit a claim does not mean that you are part of the Settlement or eligible to receive benefits under it.**

Please carefully read the sections below entitled “**Am I Part of the Settlement?**” and “**Am I Eligible to Receive a Redeemable Credit?**” to determine whether you are part of the Settlement and eligible to receive benefits. You may not submit a claim under the Settlement unless you meet all of the eligibility criteria set out in those sections,.

### AM I PART OF THE SETTLEMENT?

You are part of the Settlement if you have not opted out of the Class Action and you are an individual residing in Canada, other than Québec, who, between October 31, 2015 and June 25, 2019: (a) reserved an accommodation for anywhere in the world using Airbnb; (b) whose reserved accommodation matched the parameters of a previous search made by the individual on the search results page of Airbnb; and (c) paid, for the reserved accommodation, a price (excluding applicable sales and/or accommodation taxes) that is higher than the price displayed by Airbnb on the said search results page for this accommodation. Individuals who reserved an accommodation primarily for business travel are excluded (the “**Class**” or “**Class Member(s)**”).

### WHAT DOES THE SETTLEMENT PROVIDE?

Without any admission of liability, for the purpose of avoiding a trial and the additional costs and expenses related thereto, Airbnb has agreed to remit to each Credit Eligible Class Member (as defined below) a single redeemable credit (a “**Redeemable Credit**”). The maximum amount of the Redeemable Credit is capped at \$45. The actual amount of the Redeemable Credit will depend on the total number of approved claims and will be the same for each Class Member. The allegations made in the Class Action were never proven in Court and are contested by Airbnb, whose position is that they have complied at all times with all applicable legislation.

Redeemable Credits may be used to book an accommodation offered by a third-party host on the Airbnb Platform in any location worldwide. Redeemable Credits are one-time-use only, non-transferable, non-refundable, non-cash-convertible, and cannot be combined with any other offer, discount, or coupon. In order to be able to redeem a Redeemable Credit, an eligible Class Member must accept the most recent version of Airbnb’s Terms of Service and not be prohibited from using the Airbnb Platform (in accordance with the Terms of Service). Once issued, a Redeemable Credit expires after twenty-four (24) months.

The Settlement Agreement and other court documents are available at [www.airbnbsettlement.ca](http://www.airbnbsettlement.ca).

#### AM I ELIGIBLE TO RECEIVE A REDEEMABLE CREDIT?

You are eligible to receive a Redeemable Credit from Airbnb (i.e., you are a “**Credit Eligible Class Member**”) if you meet all of the following eligibility criteria:

1. You are Class Member, as defined above;
2. You are a resident of Canada, but not Québec;
3. You used the Airbnb Platform for the first time between October 31, 2015 and June 25, 2019, for a purpose other than business travel;
4. You were located in Canada, but not Québec, at the time of the booking; and
5. You have an active Airbnb account at the time the Redeemable Credit is issued that has not been suspended or removed from the Airbnb Platform due to a violation of Airbnb’s Terms of Service, policies, or standards.

If you do not meet all of the criteria above, do not submit a claim.

#### HOW DO I CLAIM MY REDEEMABLE CREDIT?

You would have received an email with a personalized link to submit a claim. You will be asked a series of questions to confirm that you are a Credit Eligible Class Member, as defined above. You may not submit a claim for a Redeemable Credit unless you are a Credit Eligible Class Member.

#### HOW LONG DO I HAVE TO MAKE A CLAIM?

The Claims Deadline is **March 28, 2022**. No claims will be accepted after the Claims Deadline, and no Redeemable Credit will be issued for claims received after the Claims Deadline.

#### WHEN WILL MY REDEEMABLE CREDIT BE ISSUED?

Redeemable Credits will be issued by May 27, 2022 to the Airbnb accounts of Credit Eligible Class Members who have submitted a claim by the Claims Deadline. The Redeemable Credit will automatically be applied to a future accommodation booking you make on the Airbnb Platform within twenty-four (24) months of issuance.

#### HOW CAN I OBTAIN MORE INFORMATION?

For more information and to access the Settlement Agreement and other court documents, please go to [www.airbnbsettlement.ca](http://www.airbnbsettlement.ca) or contact Class Counsel at the information below.

#### WHO REPRESENTS THE CLASS MEMBERS?

The Plaintiff and Class Members are represented by Class Counsel:

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*In case of any discrepancy between the terms of this notice and the Settlement Agreement, the terms of the Settlement Agreement shall prevail. Any term not defined in this notice shall have the meaning ascribed in the Settlement Agreement.*

**THE PUBLICATION AND DISSEMINATION OF THIS NOTICE HAS BEEN APPROVED BY THE  
FEDERAL COURT OF CANADA**