

Deliveroo Challenges Promotion Rules 2023

These are the terms and conditions ("Rules") that apply to the Deliveroo Challenges Promotion ("Promotion"). By entering the Promotion, each entrant agrees to these Rules and confirms they have read and understood the Deliveroo Privacy Notice at https://deliveroo.hk/privacy.

- 1. Promoter: Deliveroo Hong Kong Limited, a company incorporated and registered in Hong Kong, whose registered office is at 16/F H Code, 45 Pottinger St, Central, Hong Kong, with Company registration number 2288695 ("Deliveroo").
- 2. Eligibility:
- 2.1 To participate in the Promotion, you must have been selected by Deliveroo and entrants must be a legal resident of Hong Kong and at least 18 years old at the time of entry.
- 2.2 A limit of one (1) entry per person applies to this Promotion.
- 2.3 Internet access is required to enter the Promotion.
- 2.4 Deliveroo reserves the right at any time to require proof of eligibility in such form as Deliveroo reasonably considers necessary.
- 2.5 Not eligible: The following persons are not eligible to enter the Promotion: (i) any persons who are not selected directly to participate of this promotion by Deliveroo; (ii) any employee or other individual engaged by Deliveroo or any of its associated companies; (iii) members of the immediate family and/or household (whether related or not) of any of those individuals; and (iv) anyone else professionally involved with the operation or administration of the Promotion.
- 3. How to enter: To enter the Promotion, entrants must complete the following steps during the Entry Period specified: place one Qualifying Order before the published entry period end date.
- 4. A "Qualifying Order" means a paid-for and delivered Deliveroo order with the advertised minimum value (excluding delivery and service charges small order fees) placed with any eligible restaurant or grocery partner during the Entry Period.
- 5. Thereafter, entrants must place any additional Qualifying Orders to be eligible for the Reward Credit, provided that each Qualifying Order is placed within the specified time from their Entry Order.

Each entrant who satisfies the eligibility and entry criteria above is a "Qualifying Entrant".



6. Reward Credit: a minimum order value applies (excluding delivery, service charges and small order fees) which will be notified to you upon issue. Reward Credit must be redeemed within 14 days of issue. Geographical restrictions, delivery and service fees apply. One redemption per person. Voucher cannot be used on any age restricted products and may be subject to certain redemption criteria which will be notified to you upon issue.

Prize conditions: The following conditions apply to the Reward Credit:

- 7.1 The Reward Credit is non-transferable, non-refundable, non-exchangeable and no cash alternative is available. However, if Deliveroo considers it appropriate, or if it becomes necessary for reasons beyond Deliveroo's control, a Prize may be varied or swapped for a suitable alternative in Deliveroo's discretion.
- 7.2 The Reward Credit is subject to Deliveroo's Voucher Terms and Conditions. The entrant should ensure they are aware of any applicable expiry dates as set out in these terms.
- 8. Reward Credit delivery:
- 8.1 Once the Entrant has placed Qualifying Orders the credit will be added to the Entrant's Deliveroo account.

Liability: Deliveroo will not be liable for: (i) any loss that is not caused by Deliveroo (or any person acting on Deliveroo's behalf); (ii) any loss caused by any event or circumstance beyond Deliveroo's reasonable control; (iii) any loss of profits or revenue, loss of anticipated savings or loss of goodwill; or (iv) any unavailability of the Deliveroo website or app. However, nothing in these Rules limits or excludes any person's liability for death or personal injury caused by negligence, fraud or any matter for which it would be illegal to limit or exclude liability. In particular, consumers have legal rights in relation to products that are faulty or not as described, and services which are not performed with reasonable care and skill. These legal rights are in addition to and are not affected in any way by anything contained in these Rules. Further advice about consumer rights is available from the Commerce and Economic Development Bureau

(https://www.cedb.gov.hk/en/business-environment/consumer-protection.html).

- 9. Interference with the Promotion: Any attempt to deliberately damage or undermine the content or legitimate operation of this Promotion is prohibited and may be a violation of criminal and/or civil laws and in these circumstances Deliveroo reserves all its rights and remedies.
- 10. Cancellation and variation: Deliveroo reserves the right to vary, suspend or cancel the Promotion and/or these Rules if it considers it necessary or appropriate to do so, including but not limited to if:



- i) there is any actual or anticipated breach of applicable law;
- ii) fraud, abuse, and/or an error (either human or machine) affects or could affect the proper operation of this promotion or the awarding of prizes or offers, or;
- iii) variation, suspension or cancellation is necessary due to an event outside Deliveroo's reasonable control.

In the event of cancellation, the Prize may be awarded to a winner drawn from entries received prior to cancellation.

- 11. Accessing these Rules: Any website on which these Rules are posted is only intended to be accessed from Hong Kong, and where permitted by law. Deliveroo makes no representation that materials relating to this Promotion are appropriate or available for use at other locations. Access to them from territories where their contents are illegal is strictly prohibited.
- 12. Severance and waiver: If any part of these Rules is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the rest of these Rules will not be affected. Deliveroo's failure to enforce any term of these Rules will not constitute a waiver of that provision.
- 13. Disputes: If there is a dispute about the Promotion or these Rules, Deliveroo's decisions are final. If there is a dispute between these Rules and any other document referred to in these Rules, these Rules take precedence to the extent necessary to resolve the conflict.14. Law and jurisdiction: The Promotion and these Rules are governed by Hong Kong law, and any disputes arising in connection with them shall be subject to the exclusive jurisdiction of the courts of Hong Kong.
- 15. Personal data: Entrants acknowledge that any personal data of entrants will be processed in particular for the purposes of administering this Promotion and in accordance with the Deliveroo Privacy Policy at https://deliveroo.hk/privacy.

Contact: Enquiries about this Promotion can be sent to Deliveroo at: support@deliveroo.hk



戶戶送挑戰優惠之活動規則 2023

本條款及細則("本規則")適用於戶戶送[挑戰]優惠("促銷活動")。凡參與促銷活動者,即表示同意本規則,並確認已細閱並知悉載於https://deliveroo.hk/zh/privacy的《戶戶送私隱政策》。

- 1. 促銷商: Deliveroo Hong Kong Limited, 於香港註冊成立的公司, 註冊辦事處地址為香港中環体 甸乍街45號H Code 16樓, 公司註冊號碼為2288695("戶戶送")。
- 2. 參與資格:
- 2.1 您必須為獲選用戶,並且參與時為年滿18歲的香港合法居民,方可參與本促銷活動。
- 2.2 每人最多只可登記參與本促銷活動一(1)次。
- 2.3 用戶參與本促銷活動需連接網絡。
- 2.4 戶戶送保留權利隨時要求參與用戶以戶戶送合理認為必要的形式提供合資格證明。
- 2.5 不合資格: 下列人士不符合參與資格: (i) 未獲戶戶送直接選中參與這次促銷活動之人士; (ii) 戶戶送及旗下的聯營公司的僱員及其他獲聘人士; (iii) 僱員及獲聘人士之直系親屬及/或住戶成員(不論是否有親屬關係); 及 (iv) 以專業形式參與營運或管理促銷活動之人士。
- 3. 參與方法: 參與者須在指定的活動期內完成下列步驟: 於公佈的活動期完結前, 向戶戶送落一張 "合資格訂單"。
- 4. "合資格訂單"是指在活動期內, 在戶戶送向合資格餐廳或生活百貨合作夥伴落單, 而且訂單已付款、送達、且滿足最低訂單金額(不包括運費、服務費和小額訂單費)。
- 5. 參與者在促銷活動落了首張訂單後, 必須在指定時間內再落其他合資格訂單, 才符合資格賺取 獎當優惠額。

合資格並滿足上述參與條件之人士均為"合資格參與用戶"。

6. 獎賞優惠額:須滿足最低訂單金額(不包括運費、服務費及小額訂單費), 最低金額將於發放優惠額時一併通知您。獎賞優惠額必須在發放日起計14天內兌換, 並且適用地域限制、運費及服務費等規定。每人最多兌換一次。優惠券不適用於有年齡限制的商品, 而且受若干兌換準則約束, 相關準則將於發放獎賞優惠額時通知您。

獎勵條件:下列條件適用於獎賞優惠額:

7.1 獎賞優惠額不可轉贈、不可退款、不可與他人交換,亦不可兌換成現金。然而,戶戶送認為適當時,或因超出戶戶送合理控制的理由時,戶戶送可酌情決定更改獎勵或以其他合適的獎勵代替。



- 7.2 獎賞優惠額受戶戶送優惠券的<u>細則及條款</u>約束。參與者應確保知悉相關條款所載的適 用過期日。
- 8. 獎賞優惠額的發放:
- 8.1 參與者落了合資格訂單後, 獎賞優惠額將發放至參與者的戶戶送賬戶。

法律責任:戶戶送不對以下事項負責: (i) 並非戶戶送(或代表戶戶送行事之人士)造成的損失; (ii) 超出戶戶送合理控制範圍的事件或情況所導致的損失; (iii) 利潤或收益損失、預期儲蓄損失或商譽損失;或 (vi) 戶戶送網站或手機程序無法使用。然而, 本規則中沒有任何內容限制或排除任何人因疏忽、欺詐或任何限制或排除責任是違法的事項所造成他人傷亡的責任。尤其是對於有瑕疵或與描述不符的產品, 以及沒有以合理的謹慎和技能提供的服務, 客戶享有法律權利。這些法律權利是本規則所載權利以外的其他權利, 而且不受本規則所載權利的任何影響。關於消費者權益的進一步建議, 可瀏覽商務及經濟發展局網頁(https://www.cedb.gov.hk/tc/business-environment/consumer-protection.html)。

- 9. 擾亂促銷活動: 不得蓄意毀壞或損害是次促銷活動的内容或合法營運, 否則可屬刑事及/或民事違法行為, 戶戶送保留享有的一切權利及補救措施。
- 10. 取消與變動:戶戶送會在認為必要或恰當時保留權利更改、暫停或取消促銷活動及/或本規則,情況包括並不限於,如:
- i) 已經或預計違反適用法律時;
- ii) 因欺詐、濫用及/或錯誤(不論人為或機器)而影響或可能影響本促銷活動的正常營運或授予獎品或優惠時,或;
- iii) 已出現超出戶戶送合理控制範圍的事件,而戶戶送必須更改、暫停或取消促銷活動及/或本規則時。

如出現取消的情況, 獎品可授予在取消前已經參與活動而獲抽中之人士。

- 11. 本規則的查閱: 張貼本規則的戶戶送網站, 擬僅供在香港及其他獲法律許可的地方查閱。戶戶送從未就促銷活動材料在其他地區適用或可用而發出任何陳述。本規則的內容如違反某地法律, 則該地人士則不得查閱本規則。
- 12. 可分割與放棄: 如本規則某部分內容屬於或變成無效、違法或無法執行, 本規則其餘部分的有效性、合法性及可執行性將不受影響。如戶戶送沒有執行本規則某條文, 不構成戶戶送放棄該條文。
- 13. 爭議:如出現與促銷活動及本規則有關的爭議, 戶戶送具最終決定權。如本規則與其他曾提述本規則的文件之間出現爭議, 本規則則在解決爭端的必要範圍內凌駕其他文件。



- 14. 法律與管轄權:促銷活動與本規則受香港法律管轄。與促銷活動及本規則相關的爭議, 須受香港法庭的專屬管轄權管轄。
- 15. 個人資料: 參與者確認知悉, 個人資料將僅作管理本促銷活動之用, 並根據《戶戶送私隱政策》 (https://deliveroo.hk/zh/privacy) 處理。

聯絡戶戶送:如對本促銷活動有任何問題,請發送電郵至support@deliveroo.hk