

Deliveroo Spin a Roo Terms and Conditions

DELIVEROO PROMOTION RULES

These are the terms and conditions (“Rules”) that apply to the Deliveroo Spin a Roo Competition (“Promotion”). By entering the Promotion, each entrant agrees to these Rules and confirms they have read and understood the Deliveroo Privacy Policy at <https://deliveroo.co.uk/privacy>.

1. **Promoter:** Roofoods Limited (trading as Deliveroo), a company incorporated and registered in England and Wales with registered company number 08167130 and registered office address at River Building, Level 1 Cannon Bridge House, 1 Cousin Lane, London EC4R 3TE (“**Deliveroo**”)
2. **Prize Provider:** Roofoods Limited (trading as Deliveroo), a company incorporated and registered in England and Wales with registered company number 08167130 and registered office address at River Building, Level 1 Cannon Bridge House, 1 Cousin Lane, London EC4R 3TE (“**Deliveroo**”) or as stated below in clause 7 of these Rules.
3. **Entry period:** The Promotion opens for entry at 12.01am (UK time) on 1st December 2023 and closes at 12am (midnight - UK time) on 16th December 2023 (“**Entry Period**”).
4. **Eligibility:**
 - a. Customers can enter once (1) per day only.
 - b. Internet access is required to enter the Promotion.
 - c. A Deliveroo account is required to enter the Promotion.
 - d. Deliveroo reserves the right at any time to require proof of eligibility in such form as Deliveroo reasonably considers necessary.
 - e. Purchase over £20 is necessary.
5. **Not eligible:** The following persons are not eligible to enter the Promotion: (i) any employee or other individual engaged by Promoter or any of its associated companies; (ii) members of the immediate family and/or household (whether related or not) of any of those individuals; and (iii) anyone else professionally involved with the operation or administration of the Promotion.

Entries which are late, incomplete, misspelt, or incomprehensible are void and will not be entered into this Promotion, nor will they be contacted.

All entrants will be deemed to have accepted and understood these Rules and be bound by them. This will be strictly enforced by the Promoter.

We may ask for proof of residence or eligibility. Delay or failure to provide the evidence to our reasonable satisfaction may result in an entry being void or a Prize being forfeited.

Failure to adhere to these Rules may result in disqualification from the Promotion and forfeiture of the Prize. This shall be at the sole discretion of the Promoter and no correspondence will be entered into.

6. **How to enter:** To enter the Promotion, entrants must complete the following steps during the Entry Period:
- Log into the entrant's Deliveroo account on www.deliveroo.co.uk or the Deliveroo app and
 - Place a Qualifying Order. A **"Qualifying Order"** means a paid-for and delivered Deliveroo order placed at either a restaurant or grocery partner to a value of £20 or more.
 - Return to the app to receive a prize via clicking on an in app pop up, or follow the instructions in an email or a push notification.
7. **Prizes:** There is a maximum of 3,780,100 prizes to be won in this Promotion (**"Prize"**). Deliveroo reserves the right to change the prizes, or the number of prizes, available in order to avoid customer disappointment or for any other reasonable reason, in its sole discretion.

Each winning entry (**"Winner"**) is entitled to a random prize from the following selection:

- £2.50 Deliveroo voucher which can be redeemed on any restaurant or grocery store
- £5 Deliveroo voucher which can be redeemed on any restaurant or grocery store
- £5 Wingstop voucher
- £5 Giggling Squid voucher
- £5 Subway voucher
- £5 Co-op voucher
- £5 Hop voucher
- 3 months free Deliveroo Plus Silver - the value of which is £3.49 per month
- Free For A Year from a restaurant of your choice - up to the value of £1000

Deliveroo Plus is Deliveroo's subscription membership plan – subscribers get free delivery from participating restaurants when the minimum order requirements are met.

8. Random allocation of prizes

Prizes will be randomly allocated as far as possible, however in the following situations the prizes will not be distributed:

- Geographical restrictions: - if a customer does not have access to a participating partner in their delivery zone and cannot obtain the benefit of receiving delivery from this partner.
- Plus - if a customer already has a Plus account they will not receive Prize (h).
- 'Opt in' - a customer will only receive the Plus Prize (h) if they are opted into receive emails.

If an entrant is not eligible to receive a prize due to the above limitations, an alternative prize of similar value will be provided.

9. Prize volumes

We have allocated the following quantities of each prize to be available to customers ordering during the campaign period:

Prize	Number of Prizes
£2.50 Deliveroo Voucher	703,597

£5 Deliveroo Voucher	39,089
£5 Subway Voucher	337,726
£5 Giggling Squid Voucher	216,144
£5 Wingstop Voucher	121,581
£5 Co-op Voucher	169,384
£5 Hop Voucher	172,511
3 Months Free Plus	912,070
Free For A Year	100

10. **Prize conditions:** The following conditions apply to the Prize:

- a. The Prizes are not transferable or exchangeable and cannot be redeemed for monetary value or for any other form of compensation. If for any reason any Prize is not available, the Promoter reserves the right, at its sole discretion, to substitute it for another prize of equal or greater value.
- b. Winners that already have Deliveroo Plus membership will not be eligible to receive this Prize, however they will receive a Deliveroo voucher of equal value (worth €107.88 (EUR)).
- c. If at any time during the twelve (12) month period, the Winner closes their Deliveroo account, or their account needs to be closed by us for any reason such as suspected fraud or misuse, the Prize may be forfeited, at Deliveroo's absolute discretion. The Prize will also be forfeited if the Deliveroo account of the Winner is closed, either by the customer or Deliveroo, because of the Winner's relocation to a country outside of the Republic of Ireland, disability or death. Deliveroo's account credit terms and conditions available here <https://deliveroo.co.uk/legal> will also apply to the Prize.
- d. Minimum order values, expiry dates or other conditions may apply to the redemption of the prize. Any significant conditions will be notified to the prize winner at the time of prize delivery.
- e. Prize is subject to [Deliveroo's Voucher Terms and Conditions]. The winner should ensure they are aware of any applicable expiry dates.

11. **Claiming the Prize:** Each Winner must accept the Prize by clicking the link in the in app pop up, email or push notification. The customer has until the end of the campaign (16th December 2023) to claim the prize. Failure to claim the prize by this date will result in forfeiture of the prize.

12. **Prize delivery:**

- a. £ off prizes: Winners will receive an in app notification with a link. Winners must click the link to apply the prize voucher to their account. The Prize must be redeemed by the date specified in the prize notification ("Prize End Date"). The Promoter will not be liable for the Winner's inability to redeem the Prize before the notification is issued by Deliveroo and will not be required to provide any alternative or substitute prize should the Winner not redeem the Prize by the Prize End Date.

- b. Plus: Winners will be emailed a code by Deliveroo. The Prize must be redeemed by the date specified in the prize notification (“**Prize End Date**”). The Promoter will not be liable for the Winner’s inability to redeem the Prize before the notification is issued by Deliveroo and will not be required to provide any alternative or substitute prize should the Winner not redeem the Prize by the Prize End Date.
- 13. **Liability:** The Promoter will not be liable for: (i) any loss that is not caused by the Promoter (or any person acting on the Promoter’s behalf); (ii) any loss caused by any event or circumstance beyond the Promoter’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, for fraud or for any matter for which it would be illegal to limit or exclude liability in which case that liability is limited to the maximum extent permitted by law. 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 and 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 any local Citizens’ Advice Bureau (<https://www.citizensadvice.org.uk/>) or local Trading Standards office (<https://www.gov.uk/find-local-trading-standards-office>).
- 14. **No Endorsement:** This Promotion is in no way sponsored, endorsed, administered by or associated with Facebook, Instagram and Twitter (“**Social Networks**”) or any other third party save as expressly stated otherwise. Access to Social Networks is at all times subject to the relevant Social Network’s rules, terms and policies. To the maximum extent permitted by applicable law, the Social Networks and any other social networking platform on which the Promotion is communicated shall have no liability to any person in connection with or arising out of the Promotion howsoever caused, including for any costs, expenses, damages and other liabilities.
- 15. **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 the Promoter reserves all its rights and remedies.
- 16. **Cancellation and variation:** Promoter 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:
 - a. there is any actual or anticipated breach of applicable law;
 - b. 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
 - c. variation, suspension or cancellation is necessary due to an event outside the Promoter's reasonable control.
- 17. **Disqualification:** Without limiting the options available to Deliveroo, Deliveroo reserves the right at any time to disqualify entries or entrants (including the Winner) that Deliveroo regards as being in breach of these Rules, any applicable laws, any terms and conditions referred to in these Rules or the spirit of the Promotion.

18. **Disclosure of Winner's details:** By entering this Promotion, each entrant acknowledges that in the event of a win their surname and county of residence may be disclosed to persons enquiring, where permitted by law. Any entrant may object to their information being made available in this way, or may request that the amount of information made available be reduced, by contacting Deliveroo using the contact details at the end of these Rules. In these circumstances, the entrant acknowledges that Deliveroo may nevertheless disclose the relevant information, and the entrant's entry, to the UK's Advertising Standards Authority if required to do so. This may happen where Deliveroo is required to demonstrate that it has awarded the Prizes advertised. To request disclosure of Winners' details, enquirers must submit a request to support@deliveroo.co.uk within three months of the end of the Promotion. Details will only be disclosed (if permitted by law) after the Prizes have been validly claimed.
19. **Accessing these Rules:** Any website on which these Rules are posted is only intended to be accessed from England, Scotland, Wales and Republic of Ireland, 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.
20. **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.
21. **Disputes:** Subject to Rule 22, 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.
22. **Law and jurisdiction:** The Promotion and these Rules are governed by English law, and any disputes arising in connection with them shall be subject to the exclusive jurisdiction of the courts of England and Wales, except that residents of the Republic of Ireland may also bring proceedings in the Irish courts.
23. **Personal data:** Entrants acknowledge that any personal data of entrants processed in connection with this Promotion will be processed in accordance with the Deliveroo Privacy Notice at <https://deliveroo.co.uk/privacy>.
24. **Contact:** Enquiries about this Promotion can be sent to Deliveroo at: support@deliveroo.co.uk