## **UK New Customer offer**

## **Terms and Conditions**

These are the terms and conditions ("Rules") that apply to the Deliveroo new customer promotion (the "**Offer**") whereby eligible entrants can receive money off a minimum spend on their first order. Geographical restrictions, service and delivery fees apply. By applying the Offer, each entrant agrees to these Rules and confirms they have read and understood the Deliveroo Privacy at <a href="https://deliveroo.co.uk/privacy">https://deliveroo.co.uk/privacy</a>

1. Promoter: Roofoods Ltd ("**Deliveroo**"), a company registered in England and Wales with registered number 08167130. Our registered address is The River Building, Level 1 Cannon Bridge House, London EC4R 3TE.

## 2. Eligibility:

- 2.1 Entrants must be a <u>new customer of Deliveroo</u> and be using their <u>first Deliveroo</u> <u>account.</u> If you have previously had a Deliveroo account you will not be eligible for the Offer.
- 2.2 The New Customer Offer is subject to geographical restrictions. The delivery address of participants must be within an eligible area.
- 2.3 To participate in the Offer, participants must be a legal resident of the United Kingdom.
- 2.4 Internet access is required.
- 2.5 Deliveroo reserves the right at any time to require proof of eligibility in such form as Deliveroo reasonably considers necessary.
- 2.6 **Not eligible**: In addition, to the restrictions above, the following persons are not eligible to enter the Offer: (i) any employee or other individual engaged by Deliveroo 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 Offer.
- 3. How to enter:
- To benefit from the Offer, eligible participants must open a Deliveroo account, apply the code to the basket and place their first order with Deliveroo over the minimum order value requirement within the relevant Offer period.
- Offer: Each eligible participant will receive money off on their first order if they meet the specified minimum order value of the Offer within the entry period. The entrant must still pay service and delivery fees on each order.
- 4. Offer conditions: The following conditions apply to the Offer:

Each Offer is non-transferable, 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, the Offer may be varied or swapped for a suitable alternative in Deliveroo's discretion. This offer is not applicable with other promotions. The highest-value discount applies automatically. Customers can choose an alternate promotion. Applicable with other item discounts only. The minimum order value of the promotion excludes any restricted products and fees (delivery, service, and small order

- fee), tips, and donations. The offer cannot be applied to baby formula products or age restricted products such as alcohol, tobacco and vapes. Not all payment methods are applicable on orders using this offer.
- 5. Deliveroo reserves the right to cancel the Offer with respect to a participant if it suspects that the participant is not an eligible entrant or is not otherwise acting in accordance with these terms and conditions, or any of Deliveroo's terms of use.
- 6. Any cost associated with placing an order is your responsibility and is dependent on the internet service provider used.
- 7. 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, for fraud or for 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 and these legal rights are in addition to and are not affected in any way by anything contained in these Rules.
- 8. No Endorsement: This Offer is in no way sponsored, endorsed, administered by or associated with Facebook, Instagram and Twitter ("Social Networks") or any other third party. 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 Offer is communicated shall have no liability to any person in connection with or arising out of the Offer howsoever caused, including for any costs, expenses, damages and other Liabilities.
- 9. Interference with the Offer: Any attempt to deliberately damage or undermine the content or legitimate operation of this Offer 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 Offer and/or these Rules if it considers it necessary or appropriate to do so, including if there is any actual or anticipated breach of applicable law or if variation, suspension or cancellation is necessary due to an event outside Deliveroo's reasonable control.
- 11. 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 Offer.

- 12. Accessing these Rules: Any website on which these Rules are posted is only intended to be accessed from the United Kingdom, and where permitted by law. Deliveroo makes no representation that materials relating to this Offer are appropriate or available for use at other locations. Access to them from territories where their contents are illegal is strictly prohibited.
- 13. 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.
- 14. Disputes: Subject to Rule 15, if there is a dispute about the Offer 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.
- 15. Law and jurisdiction: The Offer and these Rules are governed by English laws, and any disputes arising in connection with them shall be subject to the exclusive jurisdiction of the courts of England.
- 16. Personal data: Entrants acknowledge that any personal data of entrants processed in connection with this Offer will be processed in accordance with the Deliveroo Privacy Policy <a href="here">here</a>
- 17. If you have any queries or complaints about the Promotion, please contact us at support@deliveroo.co.uk or by writing to us at Roofoods Ltd, 1 Cousin Lane, London, EC4R 3TE, United Kingdom or by telephone on +44 203 322 3444.