DFW - Win your festive party T&Cs

These are the terms and conditions ("Rules") that apply to the Deliveroo for Work - win lunch for your team ("Competition"). By entering the Competition, each entrant agrees to these Rules and confirms they have read and understood the Deliveroo for Work Privacy Notice at https://deliveroo.com.au/privacy.

- Promoter: Deliveroo Australia Pty Ltd (trading as Deliveroo), a company incorporated and registered in Victoria with registered company number 607 915 640 and registered office address at Level 2, 161 Collins St, Melbourne VIC 3000, Australia. ("Deliveroo").
- 2. Entry period: The Competition opens for entry at 00:01 am (AEDT time) on 17/10/2022 and closes at 11:59 pm (AEDT time) on 15/11/2022 ("**Entry Period**").

3. Eligibility:

- a. To participate in the Competition, entrants must be a legal resident of Australia.
- b. Internet access is required to enter the Competition.
- c. Company size of **at least** 50 employees located in their Perth, Brisbane, Sydney, Melbourne or Adelaide based office.
- d. Entrants can be based anywhere but the Prize must be received at a Perth, Brisbane, Sydney, Melbourne or Adelaide based office location with at least 50 employees.
- e. Deliveroo for Work reserves the right at any time to verify eligibility.
- f. Open to both existing and non-existing Deliveroo for Work customers.
- g. The winner must be signed up to Deliveroo for Work before receiving their prize and failure to adhere to this will result in a forfeit of the prize.

Not eligible: The following persons are not eligible to enter the Competition: (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, (iii) anyone else professionally involved with the operation or administration of the Competition, (iv) Any company without an office location in Perth, Brisbane, Sydney, Melbourne or Adelaide

- 4. **How to enter:** To enter the Competition, entrants must complete the following steps during the entry period:
 - a. Visit our landing page and/or our paid social forms
 - b. The entrant will complete our contact form with their up-to-date information
 - c. The entrant will only nominate their office hero by providing their first name and job title along with a description of why they've been chosen in accordance with our judging criteria. Entrants <u>should not enter</u> any other personal data of the nominated office hero and only the publicly available data of the company.
 - d. Only one entry per person will be accepted.
- 5. **Prizes:** There are two (2) prizes to be won in this competition (company and winning office hero):

- a. The winning company, from which the office hero has been chosen, will win their 2022 festive party organised and paid for by Deliveroo for Work up to the value of AUD\$4000.
- b. The winning office hero, from the same winning company, will also receive Deliveroo Credit worth upto AUD\$100.
- 6. **Prize conditions:** The following conditions apply to the Prize:
 - a. The Prize is non-transferable, non-refundable, non-exchangeable and no cash alternative is available. However, if Deliveroo for Work considers it appropriate, or if it becomes necessary for reasons beyond Deliveroo for Work's control, a Prize may be varied or swapped for a suitable alternative at Deliveroo for Work's discretion.
 - b. The winner will be responsible for ensuring they are able to accept the prize as is set out in accordance with the terms and conditions.
 - c. The winner will be obliged to work with Deliveroo for Work's catering team and suppliers in order to deliver the prize.
 - d. Prize amount can only be used for one event / team lunch and any prize value not redeemed in full on the same team lunch will be forfeit.
 - e. The winning entrant's details will be used as our main point of contact, and the winning entrant agrees to facilitate delivery of the prize to the office hero they have nominated in the entry form, and/or their relevant human resources department to organise fulfilment of the festive team lunch.
- 7. **Winner selection:** All entries will be anonymised and be checked for eligibility before being reviewed by a judging panel. The judging panel will then choose one (1) winner based on chosen criteria.
 - a. The primary judging panel (1 member of the HQ marketing team) will score all eligible entries out of 10 based on the Hero characteristics. The top 3 entries with the highest scores from each market will progress to the secondary judging panel
 - b. The secondary judging panel (1 member from each local market) will score the top 3 entries for their market out of 10 based on the Hero characteristics.
 - c. The entrant with the highest total score will be selected as the winner for that country.
 - d. If one or more entrants have the same score after the judging process is complete, the 'Head Panel Judge', from the judging panel, will make the final choice on who has won the competition based on who they feel has best matched our criteria.
 - e. The Head Panel Judge's decision will be final.
 - f. The local markets will reach out to their markets winner and organise the redemption of the prize.
 - g. Once the winner has been selected, we will confirm their eligibility to receive the prize by asking them to confirm their office location, company size and if they've signed up to Deliveroo for Work. The winner must sign up to Deliveroo for Work to receive the prize.
 - h. If the winner does not meet the eligibility criteria for any reason, the prize will be awarded to the entrant with the next highest score.
 - i. Information will be processed as per our https://deliveroo.com.au/privacy

8. Winner notification: The winner will be contacted via email where we will begin a second layer of reviewing their eligibility (confirming office location and company size). The winner will be notified on or before 22/11/2022 and will have three days to respond before we choose an alternative winner at random.

9. Claiming the Prize:

- a. The winner will be contacted on or before 22/11/2022 where they will have three days to respond and confirm their eligibility based on the information we request. If the winner passes the eligibility criteria, we will then begin the process of organising their festive party and delivering the Deliveroo credit for the winning office hero. As this prize is time sensitive, failure to accept and commit to a date before the deadline of 25/11/2022 will result in the Prize being forfeited.
- b. The Deliveroo for Work catering team will work with the winner to organise the delivery of their prize. The winner can choose food options from our caterers, advance ordering menus, or restaurant partner menus, but these are subject to availability.
- c. The winner must confirm the date they want to receive their prize by 25/11/22 23:59. Their chosen prize delivery date must be on or before 31/01/23.
- d. The Deliveroo for Work team will notify the winner of any other conditions relating to redemption of the Prize at the time the winner is notified they have won the prize.
- 10. Publicity: By entering this Competition, each entrant agrees that in the event of a win, the entrant will take part in reasonable publicity connected with the Competition if requested and that Deliveroo for Work is entitled (but not obliged) to use the winner's name and image in connection with such publicity. Each entrant agrees that Deliveroo for Work may share, publish or promote any image, video, text or other content submitted or uploaded to any website in connection with this Competition on its corporate website, blogs or Facebook, Instagram LinkedIn or any other social media account.
- 11. Liability: Deliveroo for Work will not be liable for: (i) any loss that is not caused by Deliveroo for Work (or any person acting on Deliveroo for Work's behalf); (ii) any loss caused by any event or circumstance beyond Deliveroo for Work'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 for Work 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. Further advice about consumer rights is available from

https://www.accc.gov.au/consumers/buying-products-and-services.

- 12. **No Endorsement:** This Competition is in no way sponsored, endorsed, administered by or associated with Facebook, Instagram, LinkedIn or 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 Competition is communicated shall have no liability to any person in connection with or arising out of the Competition however caused, including for any costs, expenses, damages and other liabilities.
- 13. Interference with the Competition: Any attempt to deliberately damage or undermine the content or legitimate operation of this Competition is prohibited and may be a violation of criminal and/or civil laws and in these circumstances Deliveroo for Work reserves all its rights and remedies.
- 14. **Cancellation and variation:** Deliveroo for Work reserves the right to vary, suspend or cancel the Competition 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 for Work's reasonable control.
- 15. **Disqualification:** Without limiting the options available to Deliveroo for Work, Deliveroo for Work reserves the right at any time to disqualify entries or entrants (including the winner) that Deliveroo for Work 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 Competition.
- 16. Disclosure of winner's details: By entering this Competition, 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 for Work using the contact details at the end of these Rules. In these circumstances, the entrant acknowledges that Deliveroo for Work may nevertheless disclose the relevant information, and the entrant's entry, to the ACCC (or any other Australian regulatory authority) if required to do so. This may happen where Deliveroo for Work is required to demonstrate that it has awarded the prizes advertised. To request disclosure of winners' details, enquiries must submit a request by 30/11/2022. Details will only be disclosed (if permitted by law) after the Prize has been validly claimed.
- 17. Accessing these Rules: Any website on which these Rules are posted is only intended to be accessed from Australia, and where permitted by law. Deliveroo for Work makes no representation that materials relating to this Competition are appropriate or available for use at other locations. Access to them from territories where their contents are illegal is strictly prohibited.
- 18. **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 for Work's failure to enforce any term of these Rules will not constitute a waiver of that provision.

- 19. **Disputes:** Subject to Rule 21, if there is a dispute about the Competition or these Rules, Deliveroo for Work'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.
- 20. Law and jurisdiction: The Competition and these Rules are governed by Victorian law, and any disputes arising in connection with them shall be subject to the exclusive jurisdiction of the courts of Victoria, Australia.
- 21. **Personal data:** Entrants acknowledge that any personal data of entrants processed in connection with this Competition will be processed in accordance with the Deliveroo for Work Privacy Notice at https://deliveroo.com.au/privacy. In particular:
 - a. Deliveroo for Work is the controller in respect of entrants' personal data obtained in connection with the Competition .
 - b. Deliveroo for Work will process, and permit the processing of, entrants' personal data for the purposes described in these Rules and Deliveroo for Work's Privacy Notice, which purposes include the administration of the Competition.
 - c. It is necessary for Deliveroo for Work to use entrants' personal data to perform its obligations to entrants in relation to the administration of the Competition or it is in Deliveroo for Work's legitimate interest to use entrants' personal data in the ways described in these Rules in order to ensure the proper administration of the Competition.
 - d. Deliveroo for Work may share entrants' personal data with certain Deliveroo for Work vendors in order to assist with the administration of the Competition.
 - e. Deliveroo for Work will retain entrants' personal data for as long as it is required for the purposes described in these Rules and Deliveroo for Work's Privacy Notice.

24. **Contact**: Enquiries about this Competition can be sent to catering@deliveroo.co.uk