DELIVEROO PROMOTION RULES - MIDWEEK SPECIAL

These are the terms and conditions ("Rules") that apply to the Deliveroo Wednesday 4.30pm-6.30pm "Midweek Special" 30% off selected restaurants (max cap £10) when you spend £20 offer (excluding service and delivery fees) ("Offer").

- 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. Eligible Times: The Promotion is open for entry between selected hours, namely: between 4:30pm and 6:30pm (GMT) on Wednesday ("Eligible Times")

3. Eligibility:

- a. Entrants must be a legal resident of the UK and at least 18 years old at the time of entry.
- b. Internet access is required to enter the Promotion.
- c. This Promotion is only available to selected entrants, and is non-transferable.
- d. Internet access is required to enter the Promotion.
- **3. Offer redemption:** To redeem the Offer, entrants must complete the following steps during the Eligible Times: 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 of a minimum value of £20 (excluding delivery and service charges, small order fees and any other fees or tips) ("MOV") from a partner listed in the Deliveroo "midweek special" during the Eligible Times. The value of certain restricted items may not count towards the MOV and/or may not be eligible for the discount. In particular, while the value of alcohol items will count towards the MOV, the 30% discount will not apply to any alcohol items. A max cap of £10 applies to savings.

4. Offer conditions: The following conditions apply to the Offer:

- a. Scheduled orders are excluded from the Offer (i.e., when you place an order in advance, for which you have selected a delivery time outside of the Eligible Times during the Term).
- b. The Offer 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, the Offer may be varied or swapped for a suitable alternative in Deliveroo's discretion.
- c. The Offer cannot be used to discount certain age-restricted products. Certain age restricted items may not count towards the minimum spend. In particular, while the value of alcohol items may count towards the MOV, the 30% discount will not apply to any alcohol items.
- d. The Offer is subject to Deliveroo Voucher and Account Credit Terms. The entrant should ensure they are aware of any applicable expiry dates.
- e. The minimum order value to redeem an Offer is £20 excluding certain restricted products and delivery and service fees.
- f. The maximum saving is £10.
- g. Availability of participating restaurants varies by customer. Subject to geographical restrictions and site availability. Please see in-app for details and full availability.
- h. The Offers are provided by partners and may be withdrawn at any time.
- i. This Offer code may be combined with certain voucher codes. This varies by voucher and information will be shown in-app. Where a voucher and offer can be combined, the Offer value is applied to the basket value <u>first</u> and you will need to meet the applicable voucher minimum order spend <u>after</u> the Offer has been applied, in order for the voucher to apply.

- 5. 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. 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).]
- 6. **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.
- 7. **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 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 Deliveroo's reasonable control.
- 8. Accessing these Rules: Any website on which these Rules are posted is only intended to be accessed from England, Scotland and Wales, 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.
- 9. **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.
- 10. **Disputes:** Subject to Rule 11, 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.
- 11. **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 Scotland may also bring proceedings in the Scottish courts.
- 12. **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.co.uk/privacy.
- 13. **Contact:** Enquiries about this Promotion can be sent to Deliveroo at: support@deliveroo.co.uk