

# Rejected Grocery Order Compensation

These are the terms and conditions ("Rules") that apply to the [rejected grocery order vouchers] ("Promotion").

By accepting a voucher under the Promotion, each customer agrees to these Rules and confirms they have read and understood the Deliveroo Privacy Notice at <https://deliveroo.com.kw/en/privacy>

**Redemption period:** Vouchers must be redeemed within 14 days of receipt of the voucher by email.

**Voucher Conditions:**

- a. To participate in the Promotion to receive a voucher, customers must be legal residents of the UAE.
- b. Customers must be opted in to receive promotional emails in the "contact preferences" section of customers' account settings.
- c. Customers must have placed an order with Waitrose, Grandiose, M&S, Park n Shop, Allday Supermarket, & Deliveroo HOP (the "Participating Partners") and that order must have been rejected.
- d. vouchers may only be used on the next purchase made with the Participating Partners.
- e. Internet access is required to use the vouchers.
- f. The Deliveroo Terms and Conditions for use of Vouchers shall apply, as provided in <https://deliveroo.ae/legal/>
- g. Vouchers under this Promotion are worth 30 AED each.
- g. You will not be eligible to receive credit under the guarantee more than once in any seven day period.
- i. Deliveroo reserves the right at any time to require proof of eligibility in such form as Deliveroo reasonably considers necessary.

**5. Promotion conditions:** The following conditions apply to the Promotion:

- a. Each voucher 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 Promotion may be varied or swapped for a suitable alternative in Deliveroo's discretion.
- b. Any cost associated with placing an order is your responsibility and is dependent on the internet service provider used.

**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.

**Method of Delivery of Voucher:**

- a. You will receive an email within 48 hours with your voucher code which you can add to your account to redeem.
- b. This code will expire within fourteen days of receiving the confirmation email and code, whether or not you have applied the code to your account
- c. We are not responsible for any failure for the voucher code to be received due to incorrect email details provided, email restrictions or otherwise.

**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.

**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 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.

**Accessing these Rules:** Any website on which these Rules are posted is only intended to be accessed from the UAE, 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.

**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.

**Disputes:** Subject to the Rules, 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.

**Law and jurisdiction:** The Promotion and these Rules are governed by the laws of the United Arab Emirates (UAE), and any disputes arising in connection with them shall be subject to the exclusive jurisdiction of the courts of the UAE.

**Personal data:** Customers acknowledge that any personal data of customers processed in connection with this Promotion will be processed in accordance with the Deliveroo Privacy Notice at <https://deliveroo.com.kw/en/privacy>. In particular:

- a. Deliveroo is the controller in respect of customers' personal data obtained in connection with the Promotion.
- b. Deliveroo will process, and permit the processing of, customers' personal data for the purposes described in these Rules and Deliveroo's Privacy Notice, which purposes include the administration of the Promotion.

- c. It is necessary for Deliveroo to use customers' personal data to perform its obligations to customers in relation to the administration of the Promotion or it is in Deliveroo's legitimate interest to use customers' personal data in the ways described in these Rules in order to ensure the proper administration of the Promotion.
- d. Deliveroo may share customers' personal data with certain Deliveroo vendors in order to assist with the administration of the Promotion.
- e. Deliveroo will retain customers' personal data for as long as it is required for the purposes described in these Rules and Deliveroo's Privacy Notice.
- f. customers have certain rights in relation to their personal data, including: (i) to obtain copies of it; (ii) to have it corrected or deleted; (iii) to limit the way in which it is used; (iv) to object to its use; (v) to transfer it; (vi) not to be subject to decisions based on automated processing (including profiling); and (vii) to complain to the regulator. For more information about data subject rights, please see Deliveroo's Privacy Notice. Please note that many data subject rights are not absolute and the extent to which they apply may vary depending on the circumstances and any exemptions that may apply.

**Contact:** Enquiries about this Promotion can be sent to Deliveroo at [support@deliveroo.ae](mailto:support@deliveroo.ae).